

Bastrop, TX City Council Meeting Agenda

This meeting will be live streamed on the City of Bastrop Facebook Page (www.facebook.com/bastroptx) and broadcast on Spectrum channel 10 and AT&T uVerse channel 99. A recording of the meeting will also be available within 72 hours after the meeting on the City's YouTube channel (Bastrop TX Network) and in the Agendas & Minutes section of the City website (www.cityofbastrop.org).



April 28, 2020 at 6:30 P.M.

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or 1311 Chestnut Street, 78602 or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas (1-800-735-2989) at least 48 hours in advance of the meeting.

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

The City Council reserves the right to reconvene, recess, or realign the Regular Session, Executive Session, or order of business at any time prior to adjournment. All matters listed below shall be eligible for both discussion and action, unless otherwise specifically noted.

PLEASE NOTE: ANYONE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM WITH COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON APRIL 28, 2020. SUBMITTED COMMENTS WILL BE READ ALOUD AT THE MEETING. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

3. INVOCATION

4. PRESENTATIONS

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

5. WORK SESSION/BRIEFINGS

5A. Receive presentation and discuss FY2021 budget priorities.

5B. Discuss developing a plan for private initiative to program and operate the City's rodeo arena.

6. STAFF AND BOARD REPORTS

6A. Receive presentation on the unaudited Monthly Financial Report for the period ending March 31, 2020.

6B. Receive presentation on the Quarterly Investment Report for the period ending March 31, 2020.

6C. Receive presentation from Specialized Public Finance, the City's Financial Advisors, on a Water and Wastewater System Revenue Bond issuance and a General Obligation Refunding Bond issuance along with corresponding timelines.

7. CITIZEN COMMENTS

Anyone wishing to address the Council, must complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on April 28, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud.

In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible inclusion on a future agenda.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of any person or threaten any person. Accordingly, profane, insulting or threatening language will not be read aloud at the meeting.

8. CONSENT AGENDA

The following may be acted upon in one motion. A Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.

8A. Consider action to approve City Council minutes from the April 14, 2020 Regular meeting.

8B. Consider action to approve the second reading of Ordinance No. 2020-07 of the City Council of the City of Bastrop, Texas, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and Texas Water Development

Board Regulations; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider and adopt on first and final reading Ordinance No. 2020-11 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regard to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 9B. Consider action to approve the second reading of Ordinance No. 2020-09 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2019-56, Article 8.05, and providing a penalty not to exceed Five Hundred dollars (\$500.00) for each offense; providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting.
- 9C. Consider action to approve Resolution No. R-2020-39 of the City Council of the City of Bastrop, Texas stating their intention of the use of funding provided to the Bastrop Chamber of Commerce, Bastrop Homecoming Committee and the Juneteenth Committee from the FY2020 budget; repealing all resolutions in conflict; and providing an effective date.
- 9D. Consider action to approve the first reading of Ordinance No. 2020-02 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendor and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date, and property notice and meeting, and move to include on the Council Consent Agenda on May 12, 2020.
- 9E. Consider action to approve Resolution No. R-2020-40 of the City Council of the City of Bastrop, Texas, approving application for a variance to section 4.09.002 of Chapter 4, Business Regulations of the City of Bastrop Code of Ordinances that prohibits drilling wells and surface mining within the city limits. As shown in Exhibit A; authorizing the water & wastewater department director to execute all necessary documents upon receipt of an administratively complete application; providing for a repealing clause; and establishing an effective date.

10. EXECUTIVE SESSION

- 10A. Pursuant to Texas Government Code Sections 551.071 and 551.074, confer regarding personnel matters involving status of Interim City Manager, recruitment for City Manager, and update from search firms.

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, April 23, 2020 at 2:30 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin
Ann Franklin, City Secretary



**CITY OF BASTROP
CITY COUNCIL**

**INSTRUCTIONS FOR
PARTICIPATION IN
ONLINE MEETING**



APRIL 28, 2020 AT 6:30 P.M.

Due to the National, State, County, and City Declarations of Disaster related to the COVID-19 Virus and for the safety of the public, the City of Bastrop City Council meeting to be held on April 28, 2020 at 6:30 p.m. will be held online. The meeting will be live streamed on the City of Bastrop Facebook Page (www.facebook.com/bastroptx) and broadcast on Spectrum channel 10 and AT&T uVerse channel 99. A recording of the meeting will also be available within 72 hours after the meeting on the City's YouTube channel (YouTube channel name Bastrop TX Network) and in the Agendas & Minutes section of the City website www.cityofbastrop.org.

Anyone wishing to address the council at this meeting must complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on April 28, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud.

In the alternative, those wishing to comment on agenda items before, during, or after the meeting are invited to send email messages to the Mayor and Council Members at council@cityofbastrop.org. Messages sent to this address will be delivered to the Mayor and individual Council Members as soon as is reasonable under the circumstances.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of any person or threaten to harm any person. Accordingly, profane, insulting or threatening language will not be read aloud at the meeting.



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 4A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

ATTACHMENTS:

- Power Point Presentation



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 4B

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

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- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
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STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 4C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

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- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
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- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 5A

TITLE: Receive presentation and discuss FY2021 budget priorities.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager
Tracy Waldron, Chief Financial Officer
Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

The following are priorities that are being considered for the FY2021 budget. Most of these items have been brought to Council within the last several years. Some have been considered in proposed budgets in the past but, due to lack of funding, removed from consideration. These are listed in no specific order:

- Street Maintenance (Year 3)
- Old Iron Bridge
- Full Time Fire
- Fire Feasibility Study
- Drainage Master Plan
- Gills Branch Drainage Improvements (Construction Phase)
- Parks Maintenance schedule
- Building Maintenance schedule
- Sidewalks & Streetscapes

POLICY EXPLANATION:

Staff is looking for direction from Council to prioritize and recommend inclusion in the budget projections for FY2021. This would include identifying the source of funding for each.

FUNDING SOURCE:

General Fund/Debt Service Fund

ATTACHMENTS:

- Power point

FY 20/21 Budget Priorities

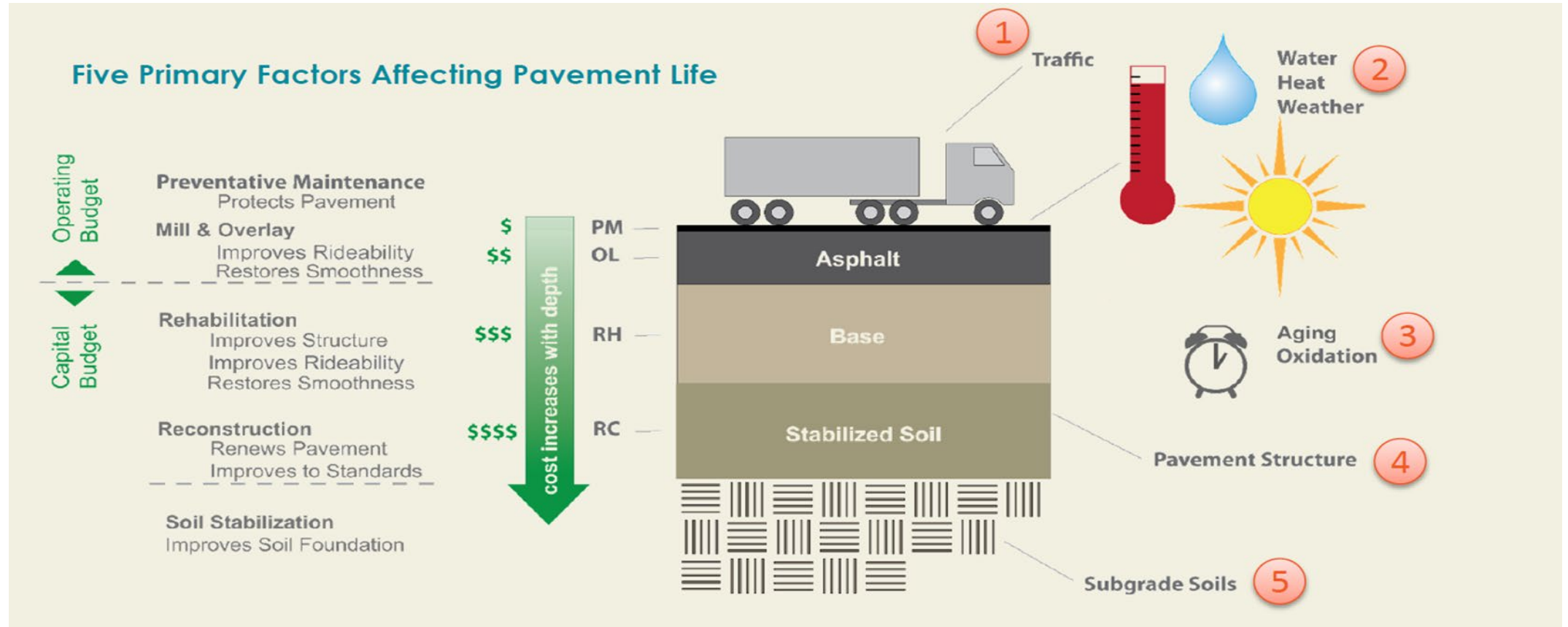
FY 20/21 Expenditure Priorities – General Fund

- **Street Maintenance (Year 3)**
- **Old Iron Bridge**
- **Full Time Fire**
- **Fire Feasibility Study**
- **Drainage Master Plan**
- **Gills Branch Drainage Improvements (Construction Phase)**
- **Parks Maintenance schedule**
- **Building Maintenance schedule**
- **Sidewalks & Streetscapes (capital street program)**

FY 20/21 Expenditure-Street Maintenance (Year 3)

Street Maintenance Yrs. 1-5.

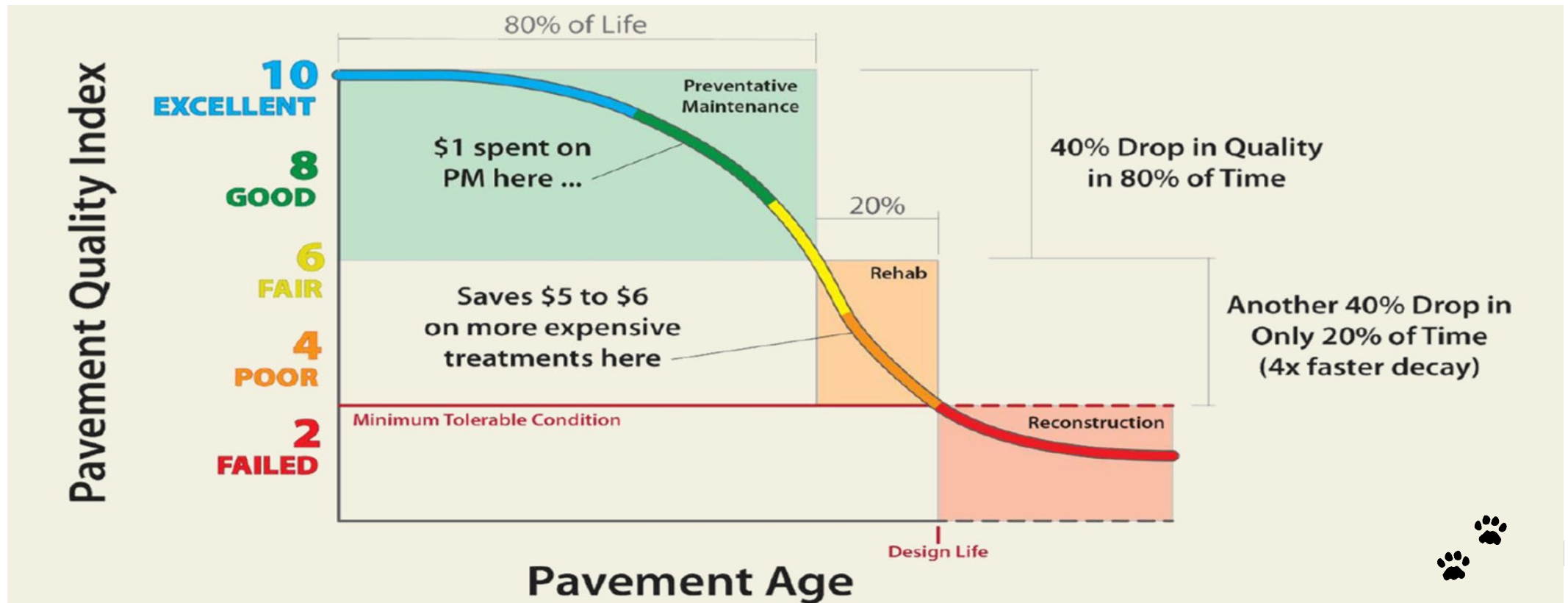
- Years 1 & 2 were funded from a 2018 Bond series and will be completed by July/Aug 2020.



FY 20/21 Expenditure-Street Maintenance (Year 3)

Street Maintenance Yrs. 1-5.

- Year 3 has not been funded but it is reasonable to assume we can expect cost to be 25-30% over the current OPC based on past bids.



FY 20/21 Expenditure – Full time Fire Dept.

Fire Department - #1 Budget Priority in the FY19-20 budget

At the August 20th 2019 Budget Workshop:

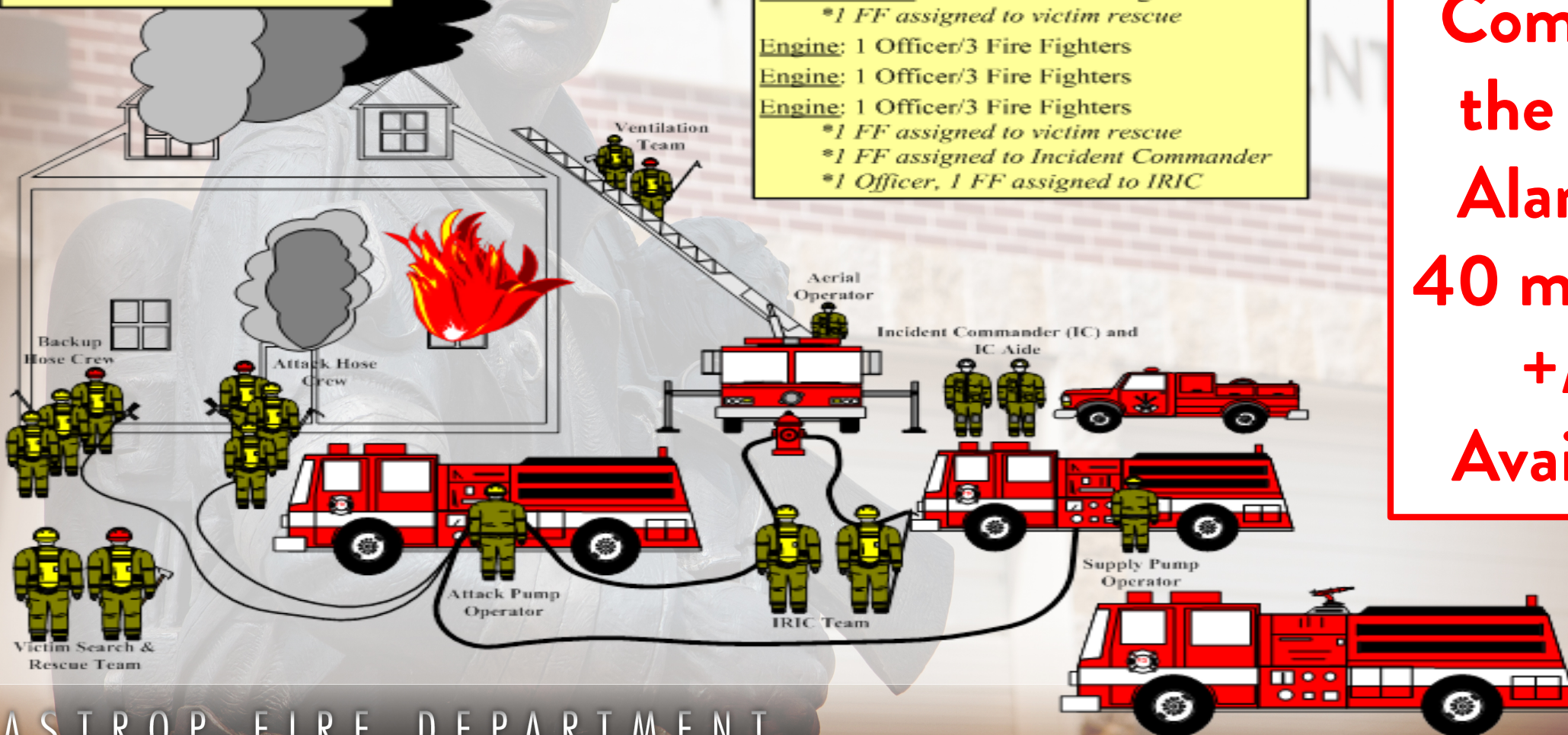
- **Chief Rosales gave a detailed presentation on the proposed equipment purchases.**
 - **Platform - \$1,670,877.00**
 - **Pumper - \$921,442.00**
 - **Air packs - \$208,000.00**
- **TOTAL COST - \$2,800,319.00**

NFPA 1710 – 1st Alarm

15 PERSONNEL REQUIRED
*17 if Aerial Device and
Supply Pump are in Operation*

TOTAL ON SCENE: 17
Incident Command Vehicle: 1 Chief Officer
Ladder Truck: 1 Officer/3 Fire Fighters
 **1 FF assigned to victim rescue*
Engine: 1 Officer/3 Fire Fighters
Engine: 1 Officer/3 Fire Fighters
Engine: 1 Officer/3 Fire Fighters
 **1 FF assigned to victim rescue*
 **1 FF assigned to Incident Commander*
 **1 Officer, 1 FF assigned to IRIC*

**Complete
the First
Alarm in
40 minutes
+/ if
Available**

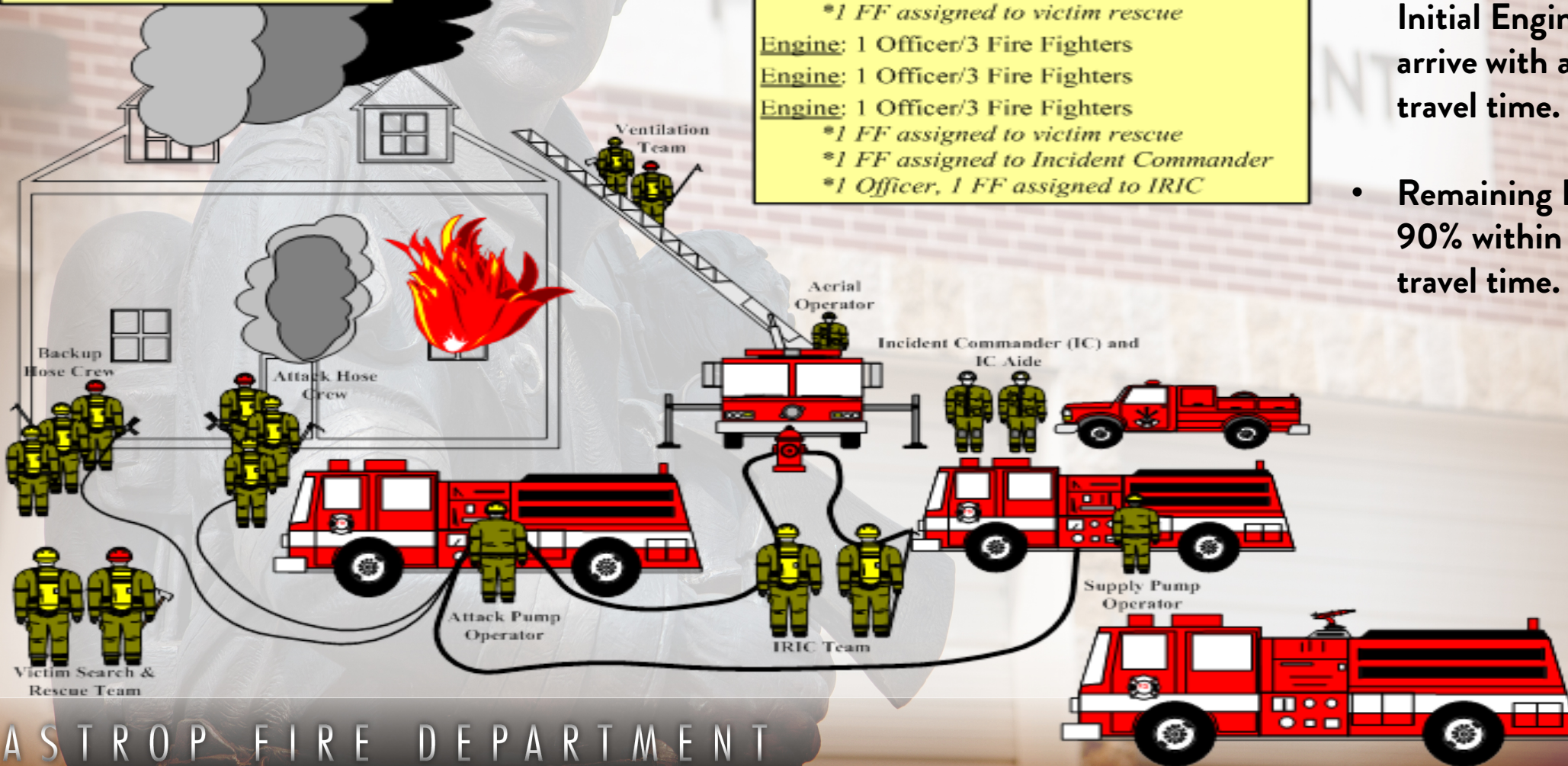


NFPA 1710 – 1st Alarm

15 PERSONNEL REQUIRED
*17 if Aerial Device and
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TOTAL ON SCENE: 17
Incident Command Vehicle: 1 Chief Officer
Ladder Truck: 1 Officer/3 Fire Fighters
*1 FF assigned to victim rescue
Engine: 1 Officer/3 Fire Fighters
Engine: 1 Officer/3 Fire Fighters
Engine: 1 Officer/3 Fire Fighters
*1 FF assigned to victim rescue
*1 FF assigned to Incident Commander
*1 Officer, 1 FF assigned to IRIC

- Structure Fire in a typical 2,000 square foot, 2 story single family dwelling. Initial Engine Company to arrive with a 240 second travel time. (4 minutes)
- Remaining Response – 90% within 480 second travel time. (8 minutes)



NFPA 1710 – Apparatus Requirements

- Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.
- Augmented by Part-Time Staffing
- Structure Fire in a typical 2,000 square foot, 2 story single family dwelling. Initial Engine Company to arrive with a 240 second travel time. (4 minutes)
- 2019 BFD Avg. 6 minutes
- 2020 BFD Avg. 4.81 Min
- Remaining Response – 90% within 480 second travel time. (8 minutes)
- 2019 BFD Avg. 19-21 minutes
- 2020 BFD Avg. 7.65 Min.
- Total Average 24/7 5.5 Minutes



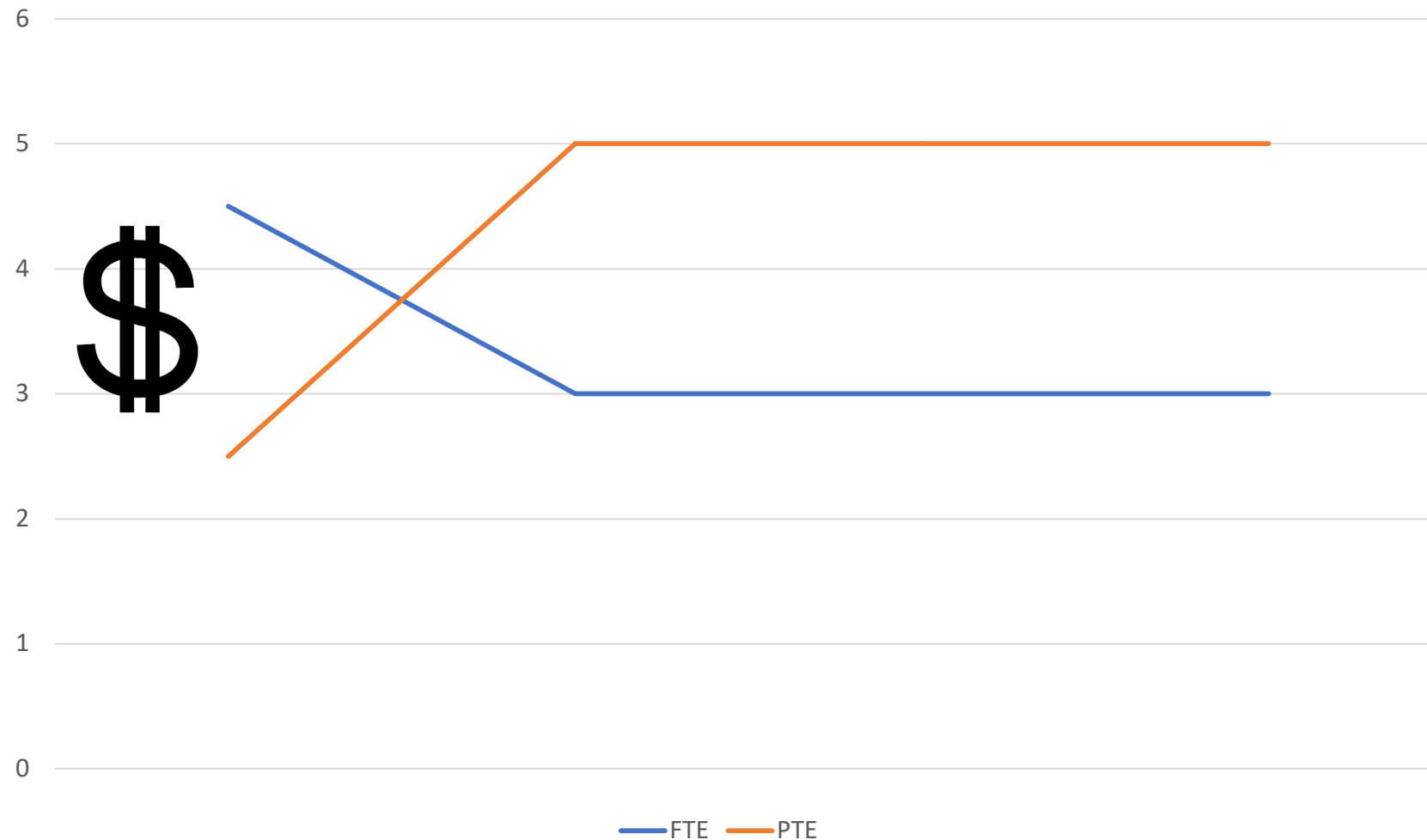
Reminder of who are we?

- Combination Fire Department
- 1 Full-Time Chief
- 1 Full Time Assistant Chief/Inspector
- 31 Part-Time Day Staff
 - 2 persons 24/7
- 20 Volunteer Staff
 - On-Call 24 hours



BASTROP FIRE DEPARTMENT

FY 20/21 Expenditure – Full time Fire Dept.



FY 20/21 Expenditure – Old Iron Bridge

Bastrop Icon:



History of Today's Icon

- Built by Kansas City Bridge Co.
 - Parker Through-Truss
 - Constructed 1923
 - 60 feet above water
 - \$167,000
- National Register of Historic Places, 1990
 - Prior to construction of the modern bridge
- Traffic was redirected in 1992
- City of Bastrop assumed ownership at that time



Google Challenge

When you
google Bastrop,
TX you find
multiple
pictures of the
Old Iron Bridge



Photo from Texas Monthly

These postcard photos were part of the:
T. B. Willis Photograph Collection



FY 20/21 Expenditure – Old Iron Bridge

As part of a 2018 bond series for 4.2 million dollars (with no tax increase)

2 million was allocated to the old iron bridge there is approximately 1.8 million left that can be used for the Bridge, Street Maintenance or Drainage Projects.

OPTION DESCRIPTION	CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST RANGE AND CONSTRUCTION DURATION
1. Pedestrian Bridge (Full Width)	\$8,500,000 to \$10,500,000 / 18 MONTHS
2. Deck Park (Full Width)	\$8,750,000 to \$11,000,000 / 22 MONTHS
3A. Demolition of Full Bridge	\$3,750,000 to \$4,750,000 / 8 MONTHS
3B. Demolition of Truss Spans Only	\$3,500,000 to \$4,000,000 / 10 MONTHS



FY 20/21 Expenditure – Drainage Master Plan

DMP:

- **Identify flood problem areas, both regionally and locally.**
- **Develop flood mitigation solutions and costs estimates.**
- **Prioritize drainage CIP projects.**
- **Establish maintenance plan to ensure drainage functions as designed.**
- **Will serve as the foundation for the creation of a Drainage Utility.**

Master Drainage Plan



Task 1:

- **It's a chance for public engagement & public meetings.**

Task 2:

- **Review previous drainage studies.**
- **List of drainage complaints.**
- **Field survey.**

Task 3:

- **Utilize best available H&H riverine models.**
- **Develop 2D model for local evaluation of flood problems.**
- **Identify drainage problems and develop flood problem clusters or areas.**

Master Drainage Plan?

Task 4:

- **Develop solutions for flood problem areas.**
- **Develop a policy based ranking criteria matrix, and prioritize drainage CIP projects.**

Task 5:

- **Evaluate need for a Drainage Utility.**
- **Determine implementation timeline for drainage CIP projects.**
- **Determine effort for drainage maintenance.**



FY 20/21 Expenditure –Gills Branch Drainage Improvements (Construction Phase)

The FY 19/20 issued a short term tax note and the budget originally allocated \$465,000.00 to develop a Master Drainage Plan and begin the plans for the Gills Branch Channel Improvements from Hwy 95 to SH 71.

The City Council after receiving an update from Paul Morales with Halff Associates in November of 2019 decided to reallocate all of the \$465,000 to the design of the Gills Branch Channel Improvements

The OPC for channel improvements at that time was approximately 4.5 million dollars. Halff Associates has 90% of the survey work completed for the survey data collected for the engineering portion of the project.



FY 20/21 Expenditure Priorities – General Fund Overview

Park Maintenance 10 yr. Maintenance Plan

Building Maintenance 10 Yr. Maintenance Plan

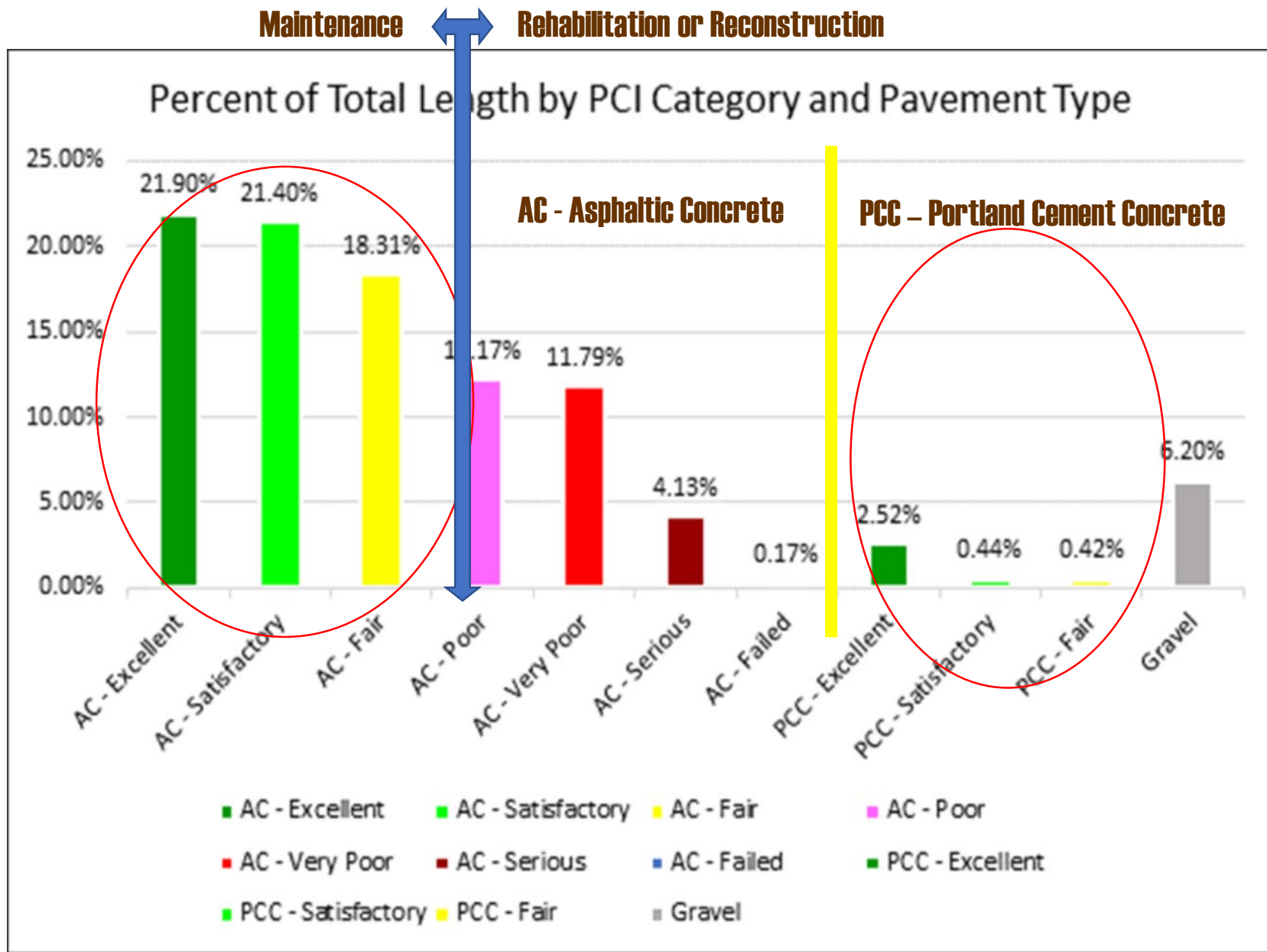


FY 20/21 Expenditure Priorities – Capital Programs

Sidewalks & Streetscapes (capital street program)

- Pedestrian corridors
- Lighting
- Streetscapes
- Sidewalks





Closing Comments

THANK YOU!!!!

THE END



A CITY OF BASTROP PRODUCTION COPYRIGHT MMXVII



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 5B

TITLE: Discuss developing a plan for private initiative to program and operate the City's rodeo arena.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

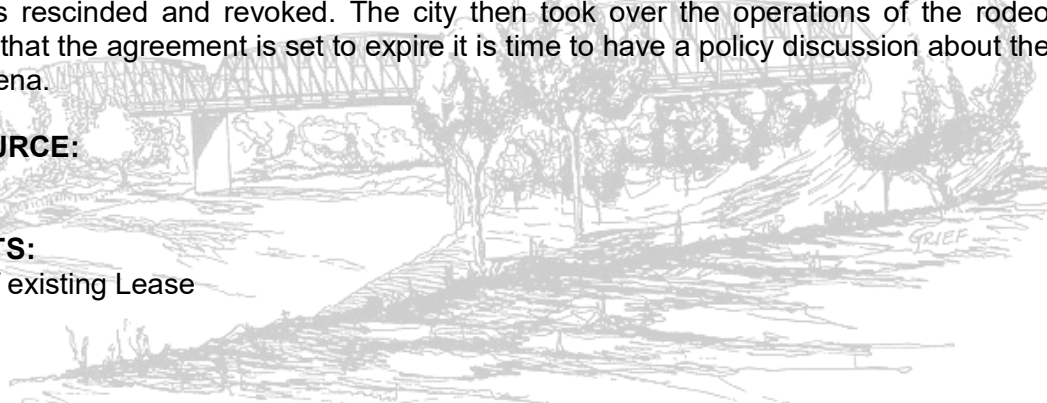
The City of Bastrop entered into a fifty-year lease with the Bastrop Homecoming Committee, Inc. on or about December 1, 1997 and set to expire in November 2047. In 2015 the original agreement was rescinded and revoked. The city then took over the operations of the rodeo grounds. Now that the agreement is set to expire it is time to have a policy discussion about the future of the arena.

FUNDING SOURCE:

N/A

ATTACHMENTS:

- Copy of existing Lease



**AGREEMENT TO RESCIND, REVOKE AND ABROGATE THE
PRIOR/EXISTING LEASE OF REAL PROPERTY
BY AND BETWEEN
THE CITY OF BASTROP TEXAS
AND THE
BASTROP HOMECOMING COMMITTEE, INC. AND CONSENT FOR FUTURE
LIMITED USE OF CITY RODEO ARENA PROPERTY**

This **AGREEMENT TO RESCIND, REVOKE AND ABROGATE** ("Revocation Agreement") the Prior/Existing 1997 Lease of certain real property ("1997 Lease") owned by the City of Bastrop, Texas ("City") between the City and The Bastrop Homecoming Committee, Inc., ("Homecoming Committee"), as amended thereafter, is made and entered into by and between the City and the Homecoming Committee, a non-profit corporation, of Bastrop County, Texas. The City and the Homecoming Committee are referred to jointly herein as "Parties," and singularly as "Party."

ARTICLE 1. THE LEASED PREMISES

On or about October 14, 1997, authorized representatives of the City and the Homecoming Committee entered into the Lease, attached hereto as Exhibit A, and incorporated herein for all purposes, concerning the Homecoming Committee's improvements to and future use of real property that is controlled and owned in fee by the City. The Leased Premises involved is legally described as:

"3.1 (+/-) acre; real property located in Bastrop County, Texas as more particularly described in Exhibit "A" attached hereto and made a part hereof. In conjunction with its use of the 3.1 (+/-) acres leased premises ("Leased Premises"), Lessee will also be permitted to use a reasonable amount of Lessor's adjacent vacant land areas for overflow parking when necessary ("Parking Areas"). However, such parking use of Lessor's adjacent land areas will be allowed only at such times and in such manner as not to interfere with Lessor's use of such land areas and only so long as such property is available for such use. Further, Lessor retains the right to designate a joint use roadway easement across the said 3.1 (+/-) acres that will provide joint access to the joint use Parking Areas. The roadway easement shall be designated on Lessor's site plans prior to commencement of the construction of the Rodeo Arena, and must be approved by Lessor as to location and width."

("Leased Premises")

An official, sealed land survey of the 3.10 acre tract referenced in the 1997 Lease, which was prepared by James E. Garon & Associates, in January 1998, is attached hereto as Exhibit B. The Leased Premises is also locally

and commonly referred to by the citizens and the Parties as the 'Rodeo Arena'.

**ARTICLE 2. MUTUAL AGREEMENT TO RESCIND, REVOKE AND ABROGATE
PRIOR LEASE**

The 1997 Lease had an original stated term of fifty (50) years, commencing on December 1, 1997 and ending on November 30, 2047. ("Original Lease Term") However, for various reasons, both Parties now mutually and voluntarily acknowledge and agree that the 1997 Lease should be rescinded, revoked and abrogated *in its entirety* and replaced, *in toto*, by the terms and provisions stated herein.

Accordingly, the Homecoming Committee, and all of its associated sub-committees, entities, contractors and affiliates hereby formally and forever relinquish all rights and responsibilities related to the use, operation, management and upkeep of the Leased Premises, including all adjacent and related areas, as described herein above, as set forth in the 1997 Lease.

Thus, the Parties hereby acknowledge and agree that all term and provisions of the previously agreed to 1997 Lease Agreement are void and of no further affect or force on either Party.

**ARTICLE 3. CONSENT FOR FUTURE LIMITED USE OF CITY RODEO ARENA
PROPERTY, BY HOMECOMING COMMITTEE**

As consideration for the revocation and abrogation of the 1997 Lease by the Homecoming Committee, which consideration is agreed and acknowledged by both Parties to be sufficient, the City agrees to provide the Homecoming Committee use of the Rodeo Arena Premises as follows:

1. The City will make available to the Homecoming Committee the use of the Leased Premises, as illustrated on the diagram attached as Exhibit C, i.e., the Rodeo Arena and associated parking and access areas then owned and controlled by the City, on an annual basis, for a term of five (5) years ("Use Term") with the following conditions:
 - a. The Homecoming Committee shall have exclusive use of the Leased Premises for 5 business days prior to, the two (2) day weekend of, and 5 business days following, the first full (i.e., 2 day) weekend in August of each year of the Use Term. This period of reserved and exclusive use is referred to herein as the "August Homecoming Rodeo Period."

- b. The Homecoming Committee will not be required to pay any "rent" for the use of the Leased Premises during the August Homecoming Rodeo Period.
- c. The Homecoming Committee will apply for a 'Special Event Permit' with the City, as per the then existing regulations, ordinances and policies of the City for same, and remit to the City the standard Special Permit fee, if applicable, for each year the Leased Premises is used by the Homecoming Committee during the August Homecoming Rodeo Period.
- d. The City agrees that it will not authorize or permit any other rodeo or music event to be held at the Leased Premises seven (7) calendar days prior to and seven (7) calendar days following the first full weekend in August during the Use Term, if the event is projected by the holder to have more than 500 persons in attendance. Smaller events are allowed.
- e. The Homecoming Committee will retain ownership and future use of a small stand-alone storage structure, located on the Leased Premises, as shown on Exhibit D, (referred to herein as the "Ticket Booth/Storage Structure") and shall also be responsible for all future maintenance and repair of same at the level of a first rate City park facility.
- f. The Homecoming Committee shall be solely responsible for equipping the Ticket Booth/Storage Structure to meet its needs, to ensure its adequate function and operation to meet the needs of the Homecoming Committee.
- g. The Ticket Booth/Storage Structure may only be used other entities using and accessing the Leased Premises, including the City, after requesting and being granted permission for the use of same by an authorized representative of the Homecoming Committee, and then only on a temporary (i.e., event-by-event) basis.) Prior approval for use of the Ticket Booth/Storage Structure by the Homecoming Committee must be in writing. The City will endeavor to provide the Homecoming Committee with a minimum of ten (10) days' notice of a request for temporary use of the Ticket Booth/Storage Structure, so that the Homecoming Committee may take steps to make the Ticket Booth/Storage Structure accessible and ready for such use, with its permission.
 - i. The Homecoming Committee shall be solely responsible for identifying the insurable value of the Ticket Booth/Storage Structure and for obtaining and keeping premises and property insurance for same, in whatever amount the Homecoming

Committee determines is appropriate for its needs, and the needs of its occupants and workers. The City will not insure the Ticket Booth/Storage Structure or contents as City Property, inasmuch as it is for the exclusive use of the Homecoming Committee.

- ii. THE HOMECOMING COMMITTEE AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF THE EXISTENCE, OPERATION AND USE OF THE TICKET BOOTH/STORAGE STRUCTURE, DURING THE USE TERM, INCLUDING ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURIES OR OTHER HARM OR DAMAGE, WHETHER BY THE HOMECOMING COMMITTEE, OR OTHERS USING THE TICKET BOOTH/STORAGE STRUCTURE WITH THE PERMISSION OF THE HOMECOMING COMMITTEE.
- iii. The Ticket Booth/Storage Structure is currently wired and connected to the overall electric system used by the City in the Park and Rodeo Arena, and as such, the City will continue to provide power to the Ticket Booth/Storage Structure, so long as the use remains at approximately the historic levels. The Ticket Booth/Storage Structure does have a separate, dedicated, electric circuit breaker box that can be accessed and used by the Homecoming Committee in the event the electricity has to be cut from that structure, for any reason.
- iv. Due to electric infrastructure limitations available in the Leased Premises, the Homecoming Committee agrees that it shall not expand the power requirements or electric usage, during the Use Term, beyond the historic usage for this structure, without the express written approval of the City and agrees that, if it does so in the future, it may be required to contribute funds for increased infrastructure needed and/or electric used at the Ticket Booth/Storage Structure.
- v. The Homecoming Committee will provide the City with its desired text and design, subject to Council approval, which will

be placed by the City on an all-weather plaque and affixed to the Ticket Booth/Storage Structure, commemorating the fact that Homecoming Committee funds were used to construct and maintain the Ticket Booth/Storage Structure. The plaque will be in proportion to the size of the structure, and of a material selected by the City.

- h. If the City determines that it will abandon, convey or otherwise divest itself of the Leased Premises during the Use Term, then all rights to the Homecoming Committee noted herein, as to the portion abandoned, conveyed, or divested by the City, shall expire and terminate as of the date that the real property, or any portion thereof, is abandoned, conveyed to another party or entity, or is no longer owned or controlled by the City.

2. Extended Term. If the Lessee desires to extend the Lease for an additional term, it shall provide written notice to the City Manager of such request a minimum of ninety (90) days prior to the end of the then existing Term, including any proposed changes Lessee desire be made to the Lease. Upon receipt of a request to extend the Term, the Parties shall communicate and, if both Parties are mutually satisfied that the operations of the Leased Premises by the Homecoming Committee pursuant to this Agreement have been mutually beneficial and should be continued, then the Agreement, including any mutually agreed upon changes to the Lease, shall be extended for an additional five (5) year Extended Term. ("Extended Term") Either Party may unilaterally decline to agree to an Extended Term, or any requested changes to the Lease, for cause of no cause, and in such case, the Lease shall end.

3. Termination Due to Uncured Material Breach of Agreement. If either Party fails to comply with any terms, provisions, obligations or covenants of this Agreement, or shall fail to discharge their obligations or liabilities as set forth herein, the non-breaching Party shall have the right to provide the breaching Party with written notice of said breach. Upon such notice, the breaching Party shall have thirty (30) days to cure the breach. If, after thirty (30) days the breaching party fails to cure the breach and/or fails to take all reasonable and necessary actions to cure a breach that cannot be fully remedied within a thirty (30) day period, then the non-breaching Party shall, at their sole

discretion, have the right to elect to take any one of the following actions: (i) allow additional time for the breaching Party to cure the breach, and/or (ii) enter the Leased Premises and cure the breach and invoice the breaching Party for all reasonable costs associated with the cure, and/or (iii) terminate this Agreement, by providing written notice of termination to the breaching Party.

ARTICLE 4. BEER VENDING/SERVING ON THE LEASED PREMISES

The City agrees that, as partial consideration for this Agreement, it shall provide the Homecoming Committee the opportunity to operate as an event's 'beer vendor/server' on the Leased Premises, during events held by entities that do not hold their own State license or subcontract for such vending/serving and/or where beer vending/serving is not a contractual or material component of the agreement with an event holder. To be qualified to conduct this activity, the Homecoming Committee shall apply for, obtain and consistently maintain, in good standing, all applicable state licenses and permits required to conduct these activities in its capacity as third-party vendor/server on the Leased Premises. The Homecoming Committee shall maintain alcoholic vendor's and/or server's liability coverage in an amount acceptable to the City for all events for which it is the beer vendor/server at the Leased Premises, and shall provide the City with a copy of its policy and State Texas Alcoholic Beverage Commission ("TABC") permit and insurance ten (10) business days prior to each event at which it serves or vends.

ARTICLE 5. RIGHT FOR FUTURE LEASE

The Parties agree that if, during the Use Term, the City determines that it no longer desires to operate and maintain the Leased Premises aka the Rodeo Arena and associated surrounding areas, but rather, it determines that it would be in the best interest of the citizens of the community to once again lease the Leased Premises out to a third-party independent contract lessee, then, it shall give the Homecoming Committee the first opportunity to enter into such a Lease, on whatever terms the City determines serve the best interest of the community at that point in time.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Complete Agreement/Amendment. This Agreement to rescind, revoke and abrogate a prior/existing lease of real property by and between the City and the Homecoming Committee represents the complete agreement of the Parties related to the matter of the rights and obligations to the use and control of the Leased Premises, and supersedes all prior written and oral matters related to the Prior 1997 Lease and any amendments, supplements, renewal or other matters related thereto. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement of the City and the then current legally-authorized representatives of the Homecoming Committee.

6.2 Mutual Assistance/Good Faith. The City and the Homecoming Committee each agree to act in Good Faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same condition contemplated by this Agreement, regardless of any changes in public policy or laws applicable to same.

6.3 Attorney's Fees. If any legal action or proceeding is commenced between the City and/or the Homecoming Committee to enforce the provisions of this Agreement or to recover damages for its breach, the prevailing Party in the legal action will be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

6.4 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.5 Notice. Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party, or an agent of the Party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two (2) business days after deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Homecoming Committee:

Attn: Tanya Mathison, President
P.O. Box 215
Bastrop, Texas 78602
Ph: (512) 748-6338
Email: Mathison_tanya@hotmail.com

City: City of Bastrop – City Manager's Office
Attn: City Manager
1311 Chestnut Street
Bastrop, Texas 78602
Ph: (512) 303-7305
Fax: (512) 321-6684
Email: mtalbot@cityofbastrop.org

With a copy to: Attorney for the City
Attn: Jo-Christy Brown, Esq.
1411 West Ave., Ste. 100
Austin, Texas 78701
Ph: (512) 236-1000
Fax: (512) 236-1910
Email: jcbrown@jcbrownlegal.com

All Parties may designate different contact information, at any time, by giving Notice to the other Parties.

6.6 Interpretation. Each of the Parties has been represented by the advisor(s) and/or counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

6.7 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties.

6.8 Applicable Law. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Bastrop County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

6.9 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Paragraph/Section Headings. The paragraph/section headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs/sections.

6.11 No Third Party Beneficiaries. This Agreement is not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

6.12 Assignment. This Agreement may not be assigned to any other party, entity or individual without the express written consent of the City.

6.13 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

6.14 Amendments. This Agreement may only be amended by the mutual consent of the Parties, which shall be memorialized in writing and appended to the original, fully executed Agreement.

6.15 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A – 1997 Lease Agreement between City and Homecoming Committee
- Exhibit B – Survey of Leased Premises done by James E. Garon, [January 1998.]
- Exhibit C – Diagram showing the layout of the Rodeo Arena area, with adjacent parking, etc.
- Exhibit D -- Diagram showing location of Ticket Booth/Storage Structure

[Signature Page to Follow]

19th IN WITNESS WHEREOF, the parties have executed this agreement on this the
day of June, 2015 in Bastrop County, Texas.

HOMECOMING COMMITTEE:

By: Tanya Mathison, President

Date: June 19, 2015

ATTEST:

Traci Chavez
Traci Chavez, Interim City Secretary

APPROVED BY:

CITY OF BASTROP, TEXAS

By: Michael H. Talbot
Michael H. Talbot, City Manager

Date: June 8, 2015

ATTEST:

Traci Chavez
Traci Chavez, Interim City Secretary

EXHIBIT A

Bastrop Homecoming
Committee

LEASE AGREEMENT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP

§

THIS LEASE AGREEMENT is made and entered into by and between the **CITY OF BASTROP, TEXAS** ("Lessor") and the **BASTROP HOMECOMING COMMITTEE, INC.**, a Texas non-profit Corporation, of Bastrop County, Texas ("Lessee"), acting by and through its Rodeo Project Sub-Committee.

ARTICLE 1. PREMISES

1.1 Description. Lessor hereby leases to Lessee the surface of the following described 3.1 (+/-) acre real property located in Bastrop County, Texas as more particularly described in Exhibit "A" attached hereto and made a part hereof. In conjunction with its use of the 3.1 (+/-) acres leased premises, Lessee will also be permitted to use a reasonable amount of Lessor's adjacent vacant land areas for overflow parking when necessary. However, such parking use of Lessor's adjacent land areas will be allowed only at such times and in such manner as not to interfere with Lessor's use of such land areas. Further, Lessor retains the right to designate a joint use roadway easement across the said 3.1 (+/-) acres that will provide joint access to the joint use parking areas. Such roadway easement shall be designated on Lessor's site plans prior to commencement of arena construction, and must be approved by Lessor as to location and width. Lessee agrees to provide the improvements to said roadway.

1.2 Use. The Leased Premises shall be used by Lessee to construct and maintain at its expense a rodeo arena, picnic and recreational areas, and related facilities for the purpose of conducting rodeos and other civic events open to the public. Lessee shall not keep livestock on the premises for more than 48 hours prior to and 48 hours after the presentation of a rodeo event and shall not conduct any activity which could be classified as a "feedlot" operation. Lessee shall not conduct any activities which subject the said property to ad valorem taxation. Lessee agrees that it will complete initial construction and conduct a rodeo not later than 6 months from the date of this agreement. All rodeo events will be over with all outdoor lighting (except security lights) extinguished not later than 12:00 midnight. Exceptions may be made if the number of contestants make it impossible to finish within the allotted time. Every reasonable attempt will be made to work within the time frame, including starting earlier. If events carry past 12:00 midnight all amplified sound and unnecessary lighting will be turned off. This provision shall receive annual review by the Parks Board and City Council and may be modified as deemed necessary.

1.3 Compliance with the Law. Lessee shall at all times observe the laws, rules and regulations of the State of Texas and other governmental entities regarding non-pollution of water well fields. Lessee shall not conduct any activities which cause it or Lessor to be in violation of any public health laws, rules, or regulations.

1.4 Non-Interference with Lessor's Use. Lessee shall not conduct any activity which interferes with Lessor's use of its adjacent land, and shall not damage any equipment or improvements of Lessor.

1.5 Documentation. Lessee agrees to provide Lessor at all times with current documents evidencing Lessee's non-profit status and corporate identity.

1.6 Contingencies. Lessee's right to use the Leased Premises is contingent upon Lessee fulfilling the terms of Section 9.11 of this Agreement regarding financing, construction, and recordkeeping.

ARTICLE 2. TERM

2.1 Primary Term. The primary term of this Lease shall be for fifty (50) years commencing on the 1st day of December, 1997, and ending on the 30th day of November, 2047, or at such earlier date as Lessee ceases to exist as a non-profit corporation.

2.2 Options to Renew. Lessee shall have an option to renew this lease upon such terms and conditions as the parties may agree upon in writing.

2.3 Cancellation Privileges. Either party to this Lease shall have the right to cancel this Agreement upon giving ninety (90) days written notice to the other party; however, if the Lessor exercises its option to cancel under this Section 2.3, then Lessor shall compensate Lessee for the then fair market value of any improvements or facilities constructed on the Leased Premises by Lessee.

ARTICLE 3. RENT AND CONSIDERATION

3.1 Base Rent. As rental for the Lease and use of the Leased Premises, Lessee shall pay to Lessor the sum of One Dollar (\$1.00) per year. Rental payments shall be made annually.

3.2 Additional Rent. In addition to the base rent described in Section 3.1 above, Lessee shall pay any and all taxes which may be assessed against the Leased Premises and any improvements or property located thereon. Such taxes shall be paid when due, and any penalties assessed for late payments shall be promptly paid by Lessee to the appropriate taxing authorities.

3.3 Utility Charges. Lessee shall promptly pay any and all utility charges incurred due to use of the Leased Premises by Lessee or its licensees, including, but not limited to, electricity, water, gas and garbage collection, as well as any other utility services enjoyed by Lessee. Lessor will not pay for any utility charges unless incurred due to usage of the premises by Lessor or its licensees.

3.4 Additional Consideration. As part of the consideration for this Lease Agreement, Lessee agrees, at its expense, to construct picnic tables, barbeque pits and open areas suitable for public recreational use, as shown on Exhibit "B." Further, Lessee shall, at the end of the Lease term, or any renewals thereof, transfer and convey without charge to Lessor the said arena improvements and related facilities.

3.5 Non-Exclusive Use. Lessee agrees that its use of the premises shall be non-exclusive and that Lessee may, of its own volition, or at the request of the Lessor, periodically authorize the temporary use of the facilities by other, properly insured, civic groups for appropriate functions which do not unreasonably interfere with Lessee's use of the premises. When such other civic groups are authorized to use the premises, Lessee may charge such groups such reasonable and necessary fees, including deposits, as ar necessary to defray the costs of maintenance, cleaning and utilities. No fees, however, shall be charged to Lessor for its use of the facilities.

3.6 Annual Reports. Lessee shall furnish to Lessor, when requested, and at least annually, an accounting of revenues received by Lessee and its agents, licensees, and sublessees from all activities conducted on the said real property described in Exhibit "A."

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee's Obligations. Lessee shall be responsible at its expense for all repairs, maintenance, and grounds upkeep upon the Leased Premises and upon any facilities constructed upon same by Lessee.

4.2 Standards of Upkeep. The Lessee shall keep the Leased Premises and any improvements thereon in a condition of repair and maintenance which reflects credit upon the community and the City of Bastrop. No public nuisances or dangerous conditions will be permitted to exist upon the Leased Premises.

ARTICLE 5. INSURANCE AND INDEMNITY

5.1 Property Insurance. Lessee shall secure fire and casualty insurance for the Arena. Lessee shall also be responsible for securing its own insurance to protect its contents in the Leased Premises.

5.2 Liability Insurance. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, while the premises are being used by Lessee or its licensees, a public liability insurance policy acceptable to Lessor for damage claims through public use of or arising out of accidents occurring in or around the Leased Premises in the minimum aggregate amount of One Million Dollars (\$1,000,000.00) for bodily injury or death, for any one occurrence, and One Hundred Thousand (\$100,000.00) for property damage for any one occurrence covering Lessor, as additional insured, as well as Lessee, with one or more responsible insurance companies duly authorized to transact business in Texas. Lessee shall annually furnish Lessor with certificates of all insurance required by this Section naming Lessor as an additional insured. Lessor may, at its option, require such liability limits to be raised from time to time. Any sublessees approved by Lessor shall be required to furnish Lessor with insurance policies acceptable to Lessor.

5.3 Failure to Maintain Policies. If Lessee does not maintain such insurance in full force and effect, Lessor may notify Lessee of such failure and if Lessee does not deliver to Lessor within ten (10) days after such notice certification showing all such insurance to be in full force and effect, Lessor may, at its option (1) terminate this agreement, or (2) take out the necessary insurance to comply with the provisions hereof and pay the premiums for the items specified in such notice, and Lessee covenants thereupon on demand to reimburse and pay Lessor any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the highest legal rate per annum from the date of such payment by Lessor until repaid by Lessee.

5.4 Increasing Risk. Lessee agrees not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. Lessee agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and facilities.

5.5 Indemnity. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's activities in the Leased Premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act of negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Leased Premises. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor.

5.6 Waivers. Lessee agrees to require all users, any sublessees and all rodeo participants approved per paragraph 6.1 to sign such written waivers and hold harmless agreements as may be requested by Lessor as a condition of using said property for rodeo contests or related purposes.

ARTICLE 6. ASSIGNMENT, SUBLEASE AND ENCUMBRANCES

6.1 **Assignment and Sublease.** Lessee will not assign this Lease or sublease the premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest or grant any concession or license within the Leased Premises without the prior express written consent of the Lessor. Further, Lessee shall not place, or permit to be placed, any encumbrances or liens against Lessor's land. Any attempt to do any of the foregoing without Lessor's written consent shall be void, and shall be a breach of this Agreement.

ARTICLE 7. DEFAULT BY TENANT

7.1 **Default by Lessee.** The following events shall be deemed to be events by default by Lessee under this Lease Agreement:

- a. Lessee shall fail to pay any installment of the rent or shall fail to perform or discharge any other obligation or liability hereunder requiring the payment of money when any such payment is due, and such failure shall continue for a period of thirty (30) days from the date written notice of such failure was sent to Lessee by U.S. Mail, certified, return receipt requested.
- b. Lessee shall cease to exist as a tax-exempt, non-profit corporation, or shall cease to carry out the type of activities for which this Lease Agreement was entered into.
- c. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.
- d. Lessee shall fail to comply with any other terms, provisions, or covenants of this Lease, or shall fail to discharge any obligations or liability hereunder not involving the payment of money, and shall not cure any such failure within thirty (30) days after written notice to Lessee provided that if such default is not susceptible to cure within thirty (30) days, Lessee shall be deemed to have cured such default within such thirty (30) days period if Lessee diligently pursues such curative actions until such default is cured.

7.2 Remedies of Lessor. Upon the occurrence of any such events or default, Lessor shall have the option to pursue any one or more of the following remedies upon thirty (30) days written notice to Lessee:

- a. Terminate this Lease in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and remove Lessee and any other person who may be occupying said premises or any part thereof. Upon termination of this Lease, any improvements upon the premises shall become the property of Lessor.
- b. Enter upon and take possession of the Leased Premises, alter locks and other security devices at the Leased Premises, and remove Lessee and any other person who may be occupying said premises or any part thereof, and, if Lessor so elects, relet the premises on such terms as are reasonable and as Lessor may deem advisable and receive the rent therefor; Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such reletting.

ARTICLE 8. LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE

8.1 Lessor's Entry. Lessor reserves the right to enter on the premises at reasonable times to inspect the maintenance and repair of same, or to conduct any necessary activities in connection with its water well field operations.

ARTICLE 9. MISCELLANEOUS

9.1 Compliance with Laws, Rules and Regulations. Lessee, at its own expense, will comply with all Federal, State, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the activities conducted thereon by Lessee; will not commit any act which is a nuisance or annoyance to Lessor or to others, or tend to injure or depreciate the premises; will not commit or permit waste in the Leased Premises. Lessee will observe all City ordinances, including those ordinances relating to signs, street parking, sound levels, alcoholic beverages, and all relevant Park Board rules.

9.2 Mechanic's Liens. Lessee shall within thirty (30) days after notice from Lessor discharge any mechanic's lien for materials or labor claimed to have been furnished to the premises on Lessee's behalf.

9.3 Manner of Giving Notice. Notice given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, registered or certified mail, addressed to such person. Notices shall be delivered to the parties at the addresses set forth below or to such other addresses as the parties designate in writing.

a. Notice to Lessor:

Notice to Lessor shall be given to Lessor's City Manager at 906 Main Street, Bastrop, Texas, or, if by mail to: City Manager, P. O. Box 427, Bastrop, Texas 78602. Telephone (512) 321-4520.

b. Notice to Lessee:

Notice to Lessee shall be given to: Bastrop Homecoming Committee
Rodeo Project

C/O Richard Howells
HCR 74, Box 27 A 3
Bastrop, TX 78602

Telephone: (512) 321-3917

9.4 Lessee shall furnish to Lessor documentary evidence of Lessee's tax exempt status, and shall keep current copies of same on file with Lessor's City Secretary.

9.5 Right and Remedies Cumulative. The rights and remedies provided by the Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights and parties may have by law, statute, ordinance, or otherwise.

9.6 Force Majeure. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

9.7 Lease Application to Successors, Etc. This Lease and the covenants and conditions hereof apply to and are binding on the agents, sublessees, successors, and assigns of the parties hereto.

9.8 Legal Construction. In case any one or more of the provisions contained in this Agreement shall have for reason be held invalid, illegal, or unenforceable, it shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.9 Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

9.10 Lessee agrees to accept the premises "as is."

9.11 Lease Agreement Contingencies. Lessee's right to use the Leased Premises in accordance with the terms of this Agreement is contingent upon the fulfillment by Lessee of the following terms and conditions:

- a. Any City funds advanced or reimbursed to Lessee under the terms of this Agreement shall be used solely for the purposes of constructing a rodeo arena and related facilities; fee title to all facilities shall remain in the City. Upon appropriate documentation, the City will reimburse Lessee one-half (1/2) of their material and labor expenditures for the rodeo arena. It is understood that the bleachers are going to be one of the last items purchased. In addition, it is understood that sufficient funding may not be available in Lessee's account toward the end of the project to pay up front costs for the bleachers. City is willing to advance matching sums with the Lessee toward the purchase of the bleachers. Total City funds advanced and reimbursed to Lessee shall not exceed \$50,000.00.
- b. Lessee shall be responsible for obtaining (and pay for) all city, county, state, or federal permits required to construct such facilities.
- c. Lessee shall furnish reports to Lessor when requested, and at least quarterly, which detail the progress of improvement construction, and shall make its books and records for the said improvements available for Lessor's inspection and audit at all reasonable times.
- d. Lessor shall have the right to inspect the Leased Premises and the Lessee's improvements thereto at all reasonable times.

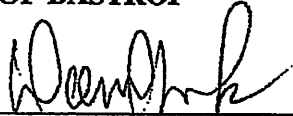
9.12 Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas, and venue for any litigation pertaining to this Agreement shall be in Bastrop County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 14th
day of October, 1997, in Bastrop County, Texas.

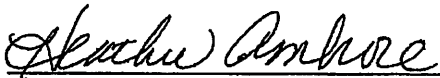
LESSOR:

CITY OF BASTROP

BY:


MAYOR DAVID LOCK

ATTEST:

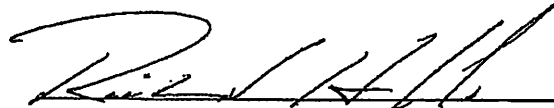

HEATHER AMBROSE, City Secretary

LESSEE:

BASTROP HOMECOMING COMMITTEE, INC.
BY ITS RODEO PROJECT COMMITTEE OFFICER

BY:

TITLE:


Chairman

ATTEST:


Corporate Secretary For
Bastrop Homecoming Committee, Inc.

JAMES E. GARON & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

1009 Chestnut Street; Bastrop, Texas 78602; Tel 512-303-4185 Fax 512-321-2107
2312 Western Trails Bldg. D-404; Austin, Texas 78745; Tel 512-707-8087

LEGAL DESCRIPTION: BEING 3.10 ACRES OF LAND LYING IN AND SITUATED OUT OF THE BASTROP TOWN TRACT, ABSTRACT 11 IN BASTROP COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 7.50 ACRE TRACT CONVEYED TO THE CITY OF BASTROP BY DEED RECORDED IN VOLUME 826, PAGE 318 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 3.10 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JANUARY, 1998:

BEGINNING at an Iron rod found for the southwest corner of said 7.50 acre tract;

THENCE North 39°0'55" East a distance of 402.46 feet along the west line of said tract and east line of that certain 19.68 acre tract conveyed to the City of Bastrop as described in Volume 43, Page 587 of said deed records;

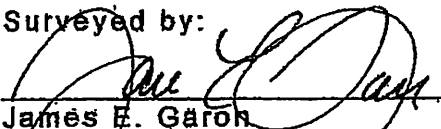
THENCE North 21°9'59" East a distance of 97.70 feet continuing along said line to a point for corner;

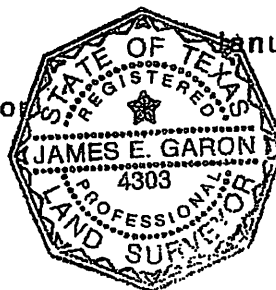
THENCE South 61°39'21" East a distance of 240.11 feet to a point for corner;

THENCE South 20°40'32" West a distance of 447.67 feet to a point for corner on the south line of said 7.50 acre tract and north line of that certain 9.96 acre tract conveyed to H.S. Elliot by deed recorded in Volume 475, Page 690 of said deed records;

THENCE North 69°19'28" West a distance of 365.43 feet along said line to **POINT OF BEGINNING** and containing 3.10 acres of land, more or less.

Surveyed by:


James E. Garon
Registered Professional Land Surveyor
c:\winword\bastrop\legal\rodeo.doc



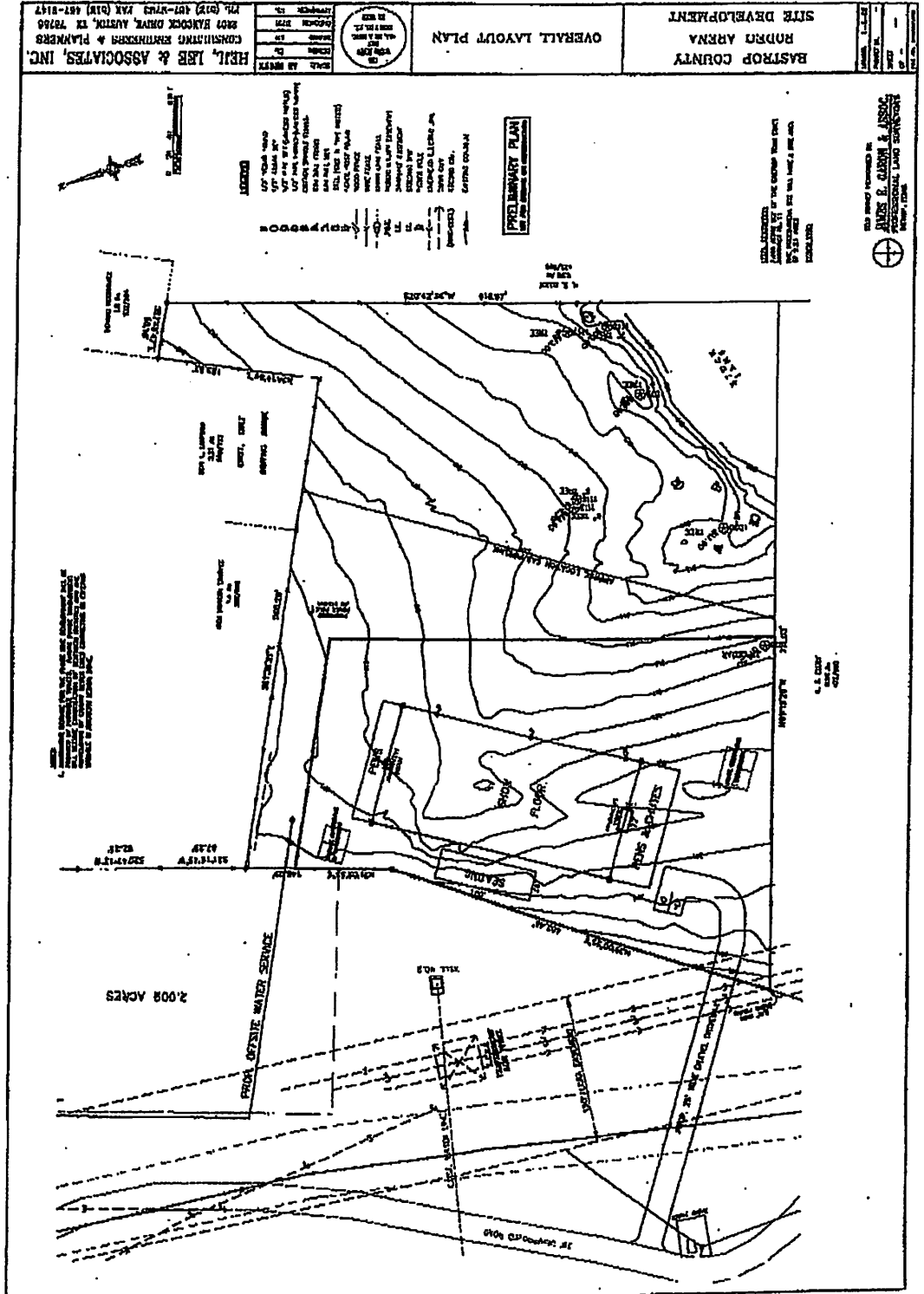


EXHIBIT B

JAMES E. GARON & ASSOCIATES **PROFESSIONAL LAND SURVEYORS**

1009 Chestnut Street; Bastrop, Texas 78602; Tel 512-303-4185 Fax 512-321-2107
2312 Western Trails Bldg. D-404; Austin, Texas 78745; Tel 512-707-8087

LEGAL DESCRIPTION: BEING 3.10 ACRES OF LAND LYING IN AND SITUATED OUT OF THE BASTROP TOWN TRACT, ABSTRACT 11 IN BASTROP COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 7.50 ACRE TRACT CONVEYED TO THE CITY OF BASTROP BY DEED RECORDED IN VOLUME 826, PAGE 318 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 3.10 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JANUARY, 1998:

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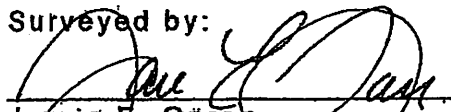
THENCE North 21°9'59" East a distance of 97.70 feet continuing along said line to a point for corner;

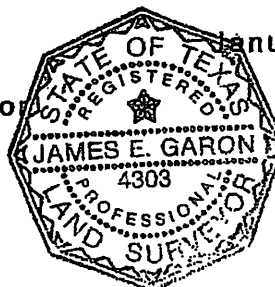
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THENCE North 69°19'28" West a distance of 365.43 feet along said line to **POINT OF BEGINNING** and containing 3.10 acres of land, more or less.

Surveyed by:


James E. Garon
Registered Professional Land Surveyor
c:\winword\bastrop\legal\rodeo.doc



January 6, 1998.

EXHIBIT C



MAYFEST PARK

EXHIBIT D





STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 6A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending March 31, 2020.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

REVENUE

General fund is exceeding revenue forecast by 7%. This is attributed to the timing of property tax receipts and development fees being received. All other funds are running positive to forecast except the cemetery fund.

EXPENDITURES

All funds are positive variance to forecasted expenditures year to date.

POLICY EXPLANATION:

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2019-90 on October 22, 2019.

FUNDING SOURCE:

N/A

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending March 31, 2020

CITY OF BASTROP

Comprehensive Monthly Financial Report March 2020



Performance at a Glance as of March 31, 2020



	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 4-5
GENERAL FUND REV VS EXP	POSITIVE	Page 6
SALES TAXES	POSITIVE	Page 7
PROPERTY TAXES	WARNING	Page 8
WATER/WASTEWATER FUND REV VS EXP	POSITIVE	Page 9
WATER/WASTEWATER REVENUES	POSITIVE	Page 10
ELECTRIC FUND REV VS EXP	POSITIVE	Page 11
ELECTRIC REVENUES	WARNING	Page 12
HOT TAX FUND REV VS EXP	POSITIVE	Page 13
HOTEL OCCUPANCY TAX REVENUES	WARNING	Page 14
Legal fees	N/A	Page 15
PERFORMANCE INDICATORS		
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends	
WARNING	= Negative variance of 1-5% compared to seasonal trends	
NEGATIVE	= Negative variance of > 5% compared to seasonal trends	

COMPREHENSIVE MONTHLY FINANCIAL REPORT — March 2020

ECONOMIC INDICATORS	March 31, 2020— NEWS FOR YOU
ECONOMY	
<u>National:</u>  Real gross domestic product (GDP) increased at an annual rate of 2.1% in the 4th quarter of 2019. This is neutral from 2.1% from 3rd quarter 2019. The personal income increased by .6% in Feb. 2020. (All of these reported by the Bureau of Economic Analysis.) <u>U.S. Retail Sales:</u>  Down 8.7% in March 2020. <u>Texas Leading Index:</u>  This index is a single summary statistic that sheds light on the future of the state's economy. The index is a composition of eight leading indicators. The index is at 126.44 in Feb. 2020, down from 128.30 Jan. 2020 and down from one year ago.	Attached is the Comprehensive Monthly Financial report for Mar. 2020. This is 6 months of FY2020, or 50% of the fiscal year is complete. <u>Revenues:</u> Overall, the City has earned \$27,764,462. This amount is 58.5% of the approved budget of \$47,438,367 and is 1% higher than the amount forecasted through the month of March. <u>Expense:</u> Overall, the City has spent 5.3% less than forecasted.
UNEMPLOYMENT	Noteworthy
<u>State-wide:</u>  The state unemployment is 2.5% in February 2020 which is Down from Jan. 2020. <u>Bastrop:</u>  Bastrop County has an unemployment rate of 2.9% in Feb. 2020 which is down from Jan. 2020.	N/A

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2020 Budget</u>	<u>FY2020 Forecast</u>	<u>FY2020 YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 12,036,770	\$ 7,767,010	\$ 7,826,697	0.8%
Designated	59,710	28,955	39,418	36.1%
Innovation	77,000	6,430	6,259	-2.7%
Street Maintenance	248,000	159,000	165,230	3.9%
Debt Service	2,787,826	2,470,261	2,481,206	0.4%
Water/Wastewater	6,214,823	2,750,972	2,868,217	4.3%
Water/Wastewater Debt	1,900,885	652,497	655,614	0.5%
Water/Wastewater Capital Proj	3,070,000	2,541,001	2,545,355	0.2%
Impact Fees	420,850	205,425	333,835	62.5%
Vehicle & Equipment Replacement	461,692	268,346	272,254	1.5%
Electric	7,126,562	2,939,345	2,869,835	-2.4%
HOT Tax Fund	3,708,456	1,598,225	1,551,040	-3.0%
Library Board	20,550	8,725	15,634	79.2%
Cemetery	106,250	43,425	22,468	-48.3%
Capital Bond Projects	3,349,644	2,842,322	2,917,363	2.6%
Grant Fund	2,863,125	188,000	187,703	-0.2%
Park/Trail Land Dedicaiton	1,000	500	1,150	130.0%
Hunter's Crossing PID	2,985,224	2,985,224	3,005,184	0.7%
TOTAL REVENUES	\$ 47,438,367	\$ 27,455,663	\$ 27,764,462	1.1%

POSITIVE

WARNING

NEGATIVE

= Positive variance or negative variance < 1% compared to forecast

= Negative variance of 1-5% compared to forecast

= Negative variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT –March 2020

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2020 Budget</u>	<u>FY2020 Forecast</u>	<u>FY2020 YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 12,036,769	\$ 5,779,661	\$ 5,506,948	-4.7%
Designated	471,950	7,488	5,214	-30.4%
Innovation	918,068	504,400	305,634	-39.4%
Street Maintenance	1,285,345	699,000	697,807	-0.2%
Debt Service	2,790,559	658,211	652,087	-0.9%
Water/Wastewater	6,182,902	2,883,585	2,673,671	-7.3%
Water/Wastewater Debt	3,870,887	2,408,492	2,408,493	0.0%
Water/Wastewater Capital Proj.	4,614,323	1,731,182	1,710,038	-1.2%
Impact Fees	732,691	27,750	27,150	-2.2%
Vehicle & Equipment Replacement	356,500	271,611	96,376	-64.5%
Electric	7,714,148	3,422,869	3,303,550	-3.5%
HOT Tax Fund	4,215,966	2,877,328	2,412,693	-16.1%
Library Board	23,453	11,727	1,201	-89.8%
Park Dedication	100,000	-	-	0.0%
Cemetery	118,429	56,865	52,185	-8.2%
Hunter's Crossing PID	3,395,969	3,345,895	3,345,325	0.0%
Capital Projects (Bond)	8,859,185	3,706,447	3,688,259	-0.5%
Grant Fund	2,863,125	263,506	262,806	-0.3%
TOTAL EXPENSES	\$ 60,550,269	\$ 28,656,017	\$ 27,149,437	-5.3%
Surplus/(Shortfall)	\$ (13,111,902)	\$ (1,200,354)	\$ 615,025	-151.2%

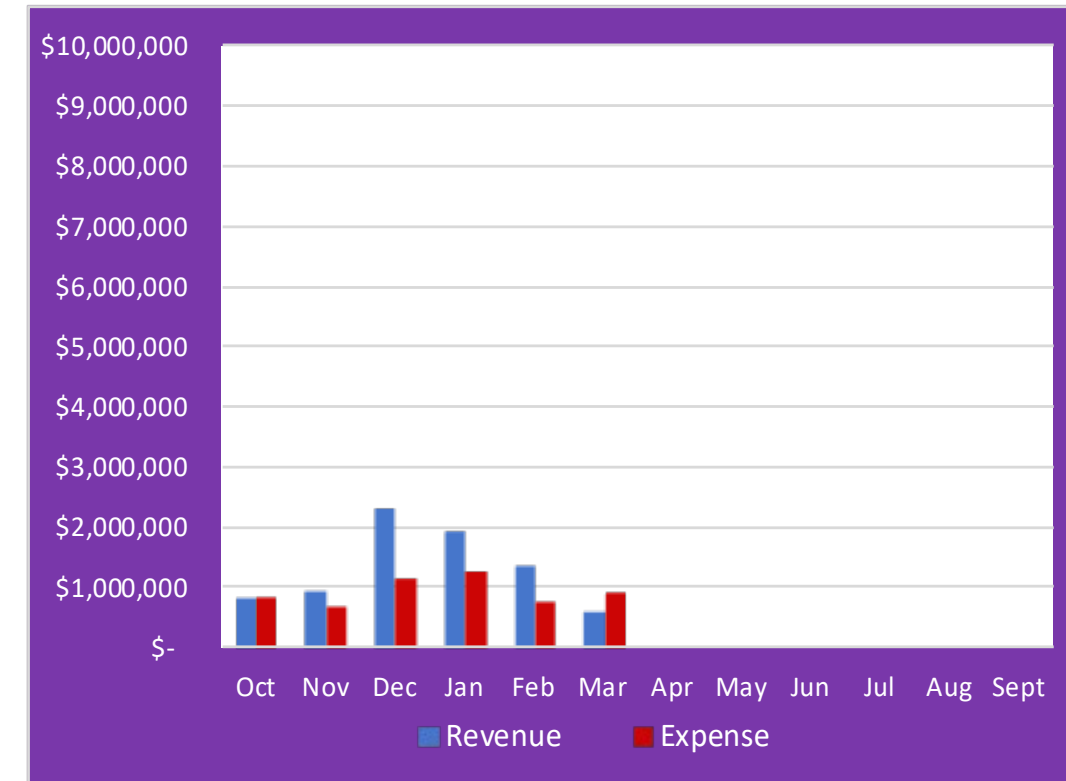
POSITIVE	= Negative variance or positive variance < 1% compared to forecast
WARNING	= Positive variance of 1-5% compared to forecast
NEGATIVE	= Positive variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT – March 2020

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 793,594	\$ 824,583	\$ (30,989)
Nov	927,420	679,143	\$ 248,277
Dec	2,283,803	1,114,692	\$ 1,169,111
Jan	1,909,225	1,238,537	\$ 670,688
Feb	1,341,319	744,351	\$ 596,968
Mar	571,335	897,254	\$ (325,919)
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 7,826,696	\$ 5,498,560	\$ 2,328,136
Cumulative Forecast	\$ 7,767,010	\$ 5,779,661	\$ 1,987,349
Actual to Forecast \$	\$ 59,686	\$ 281,101	\$ 340,787
Actual to Forecast %	0.77%	4.86%	5.63%



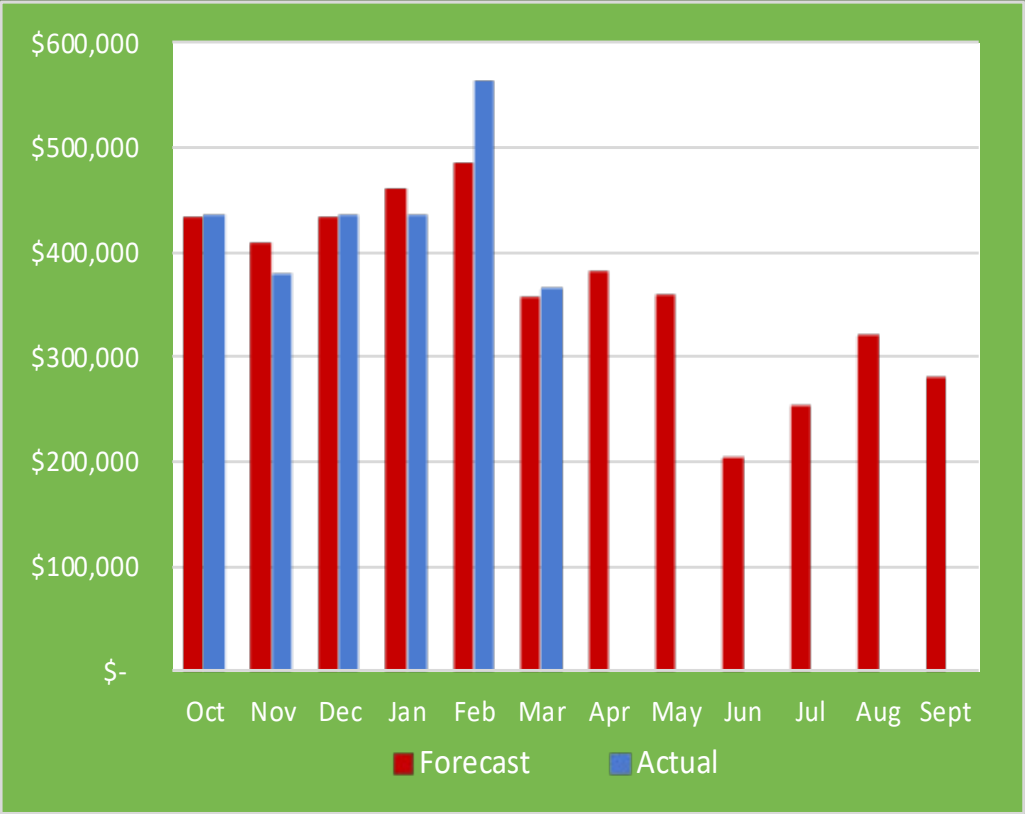
POSITIVE

Cumulatively overall, the General Fund is positive of forecasted by 6%. There are several employee vacancies that are atributing to the positive expense variance.

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 432,174	\$ 434,511	\$ 2,337
Nov	406,752	378,114	\$ (28,638)
Dec	432,174	434,387	\$ 2,213
Jan	457,596	434,307	\$ (23,289)
Feb	483,018	562,560	\$ 79,542
Mar	355,908	364,760	\$ 8,852
Apr	379,140		\$ -
May	357,989		\$ -
Jun	204,315		\$ -
Jul	251,884		\$ -
Aug	318,807		\$ -
Sept	280,536		\$ -
Total	\$ 4,360,293	\$ 2,608,639	\$ 41,017
Cumulative Forecast	\$ 2,567,622		
Actual to Forecast	\$ 41,017	1.6%	

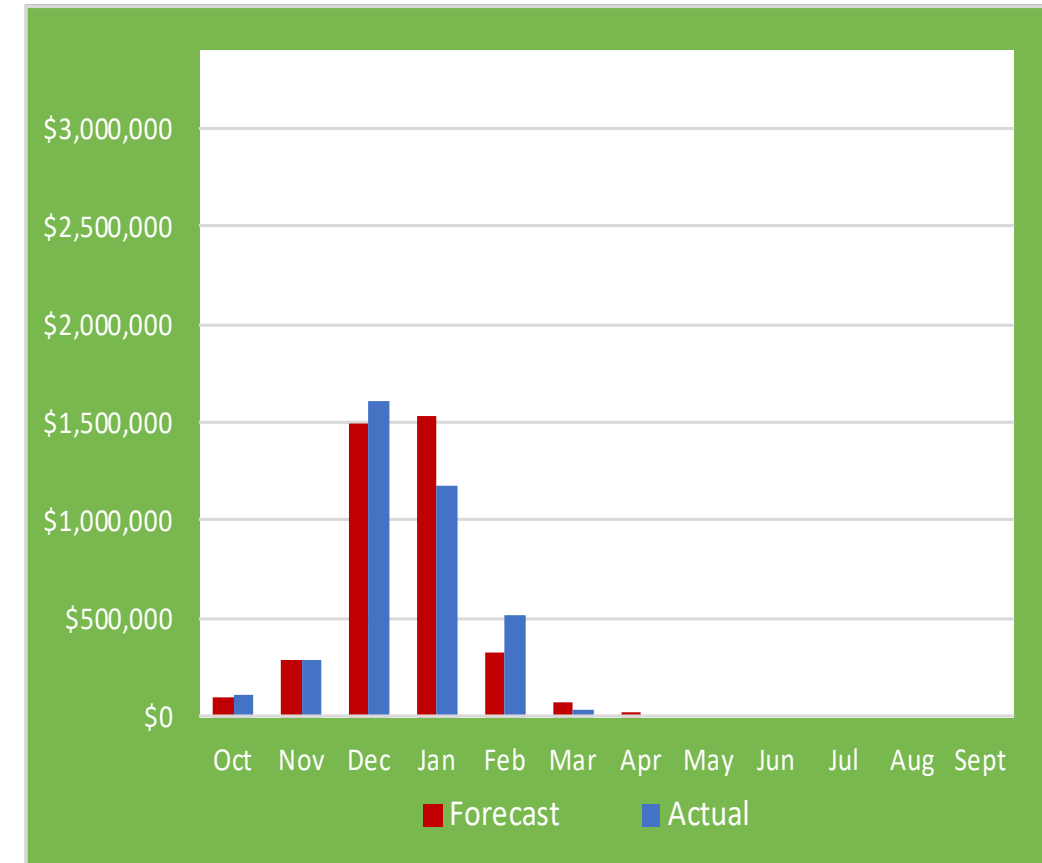


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 1.6% grater than forecasted. The forecasted amount has been adjusted through the end of the fiscal year based on the projected shortage due to COVID-19.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 96,182	\$ 110,455	\$ 14,273
Nov	292,365	288,604	\$ (3,761)
Dec	1,500,445	1,610,759	\$ 110,314
Jan	1,538,918	1,175,352	\$ (363,566)
Feb	323,202	516,287	\$ 193,085
Mar	76,946	29,067	\$ (47,879)
Apr	19,236		
May	-		
Jun	-		
Jul	-		
Aug	-		
Sept	-		
Total	\$ 3,847,294	\$ 3,730,524	\$ (97,534)
Cumulative Forecast	\$ 3,828,058		
Actual to Forecast	\$ (97,534)	-2.55%	



WARNING

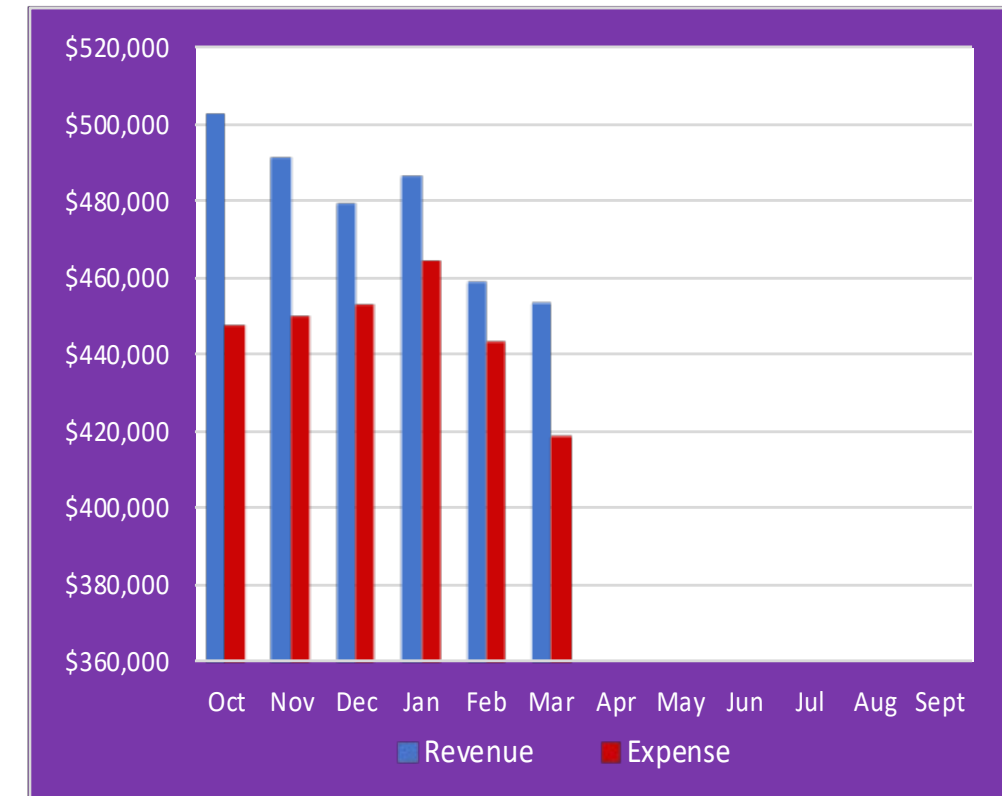
Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The forecasted amounts were based on FY2019 actual amounts received. The timing of these payments can fluctuate each year. The actual is short the forecast by 2.5%. This will even out over the next few months. We have consistently have a 99% collection rate. We are at 97% as of end of March.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –March 2020

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020</u> <u>Revenue</u>	<u>FY2020</u> <u>Expense</u>	<u>Monthly</u> <u>Variance</u>
Oct	\$ 501,916	\$ 447,250	\$ 54,666
Nov	490,855	449,305	\$ 41,550
Dec	478,735	452,449	\$ 26,286
Jan	485,721	463,689	\$ 22,032
Feb	458,214	442,619	\$ 15,595
Mar	452,776	418,358	\$ 34,418
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 2,868,217	\$ 2,673,670	\$ 194,547
Cumulative Forecast	\$ 2,750,972	\$ 2,883,585	\$ (132,613)
Actual to Forecast \$	\$ 117,245	\$ 209,915	\$ 327,160
Actual to Forecast %	4.26%	7.28%	11.54%



POSITIVE

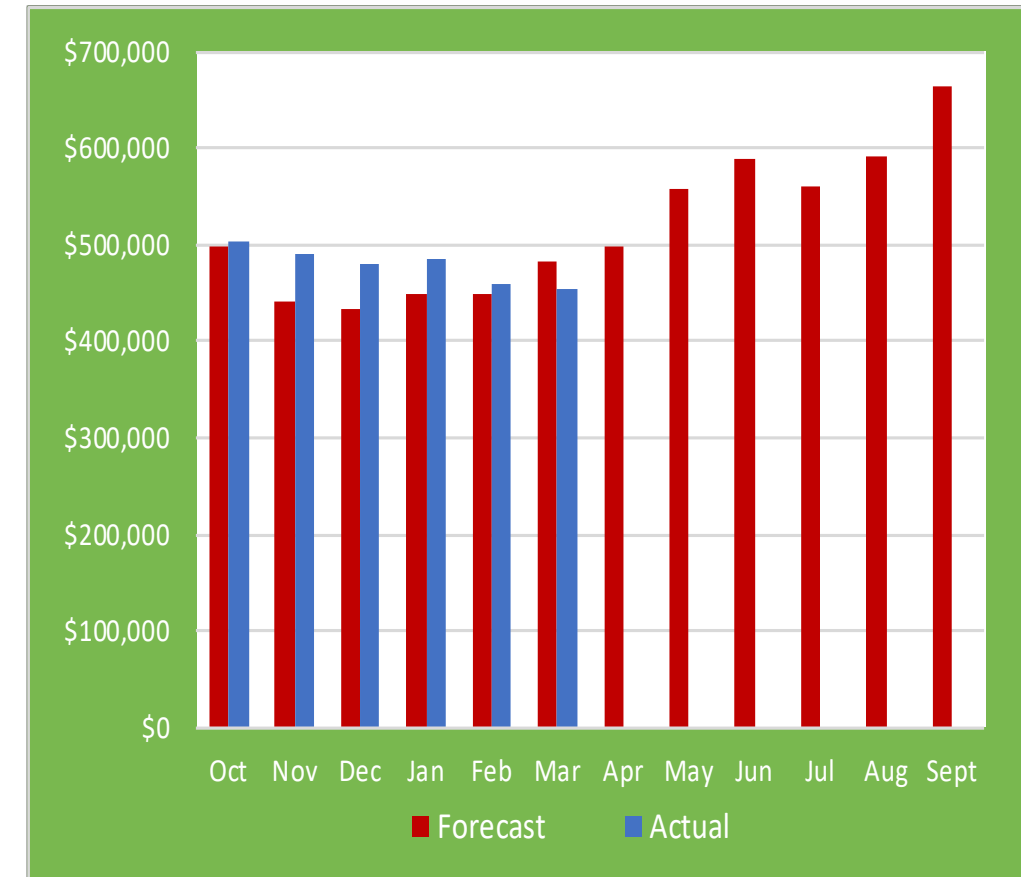
Water and wastewater fund is 12% net positive. There are several vacant positions in this fund and revenue is coming in higher than forecasted.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –March 2020

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 497,087	\$ 501,916	\$ 4,829
Nov	439,890	490,855	\$ 50,965
Dec	433,509	478,735	\$ 45,226
Jan	447,943	485,721	\$ 37,778
Feb	449,890	458,214	\$ 8,324
Mar	482,653	452,776	\$ (29,877)
Apr	497,087		
May	558,717		
Jun	589,533		
Jul	560,665		
Aug	591,480		
Sept	663,111		
Total	\$ 6,211,565	\$ 2,868,217	\$ 117,245
Cumulative Forecast	\$ 2,750,972		
Actual to Forecast	\$ 117,245	4.26%	



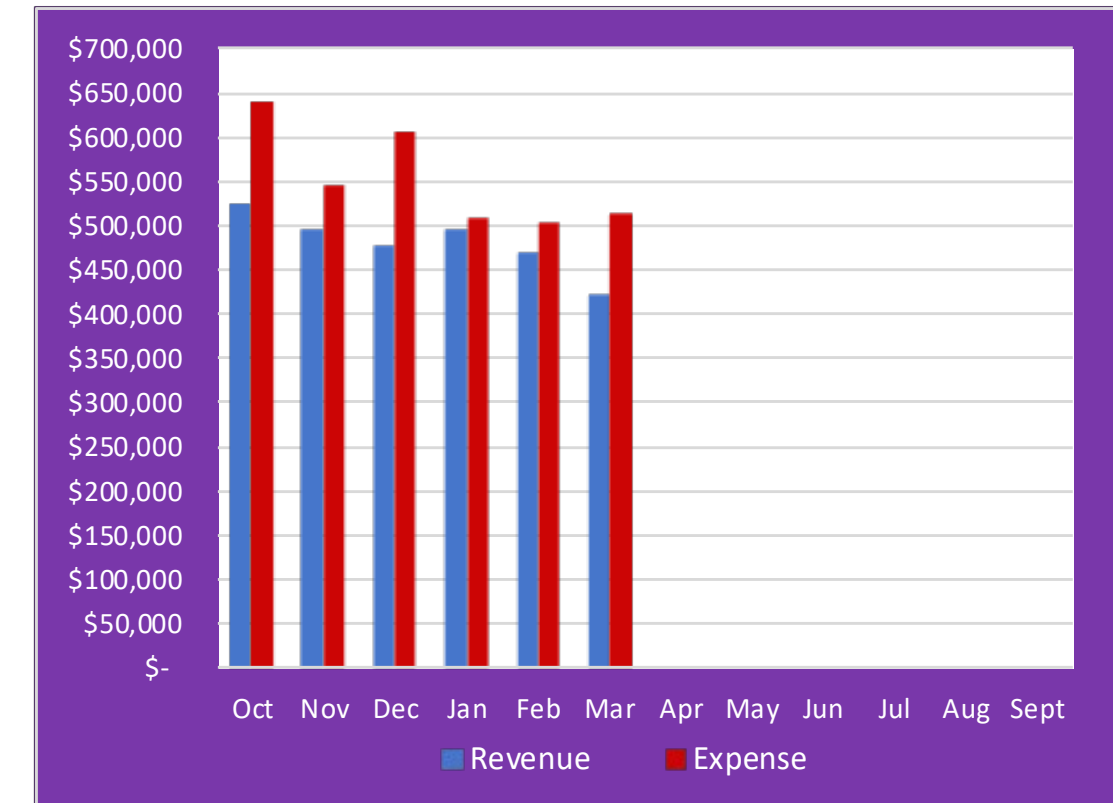
POSITIVE

The water and wastewater actual revenue is higher than forecast by over 4%. There were 6 new meters set this month all residential.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 520,687	\$ 637,713	\$ (117,026)
Nov	493,894	541,649	\$ (47,755)
Dec	475,356	604,251	\$ (128,895)
Jan	493,218	507,590	\$ (14,372)
Feb	467,516	501,834	\$ (34,318)
Mar	419,164	510,512	\$ (91,348)
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 2,869,835	\$ 3,303,549	\$ (433,714)
Cumulative Forecast	\$ 2,939,345	\$ 3,422,869	\$ (483,524)
Actual to Forecast \$	\$ (69,510)	\$ 119,320	\$ 49,810
Actual to Forecast %	-2.36%	3.49%	1.12%



POSITIVE

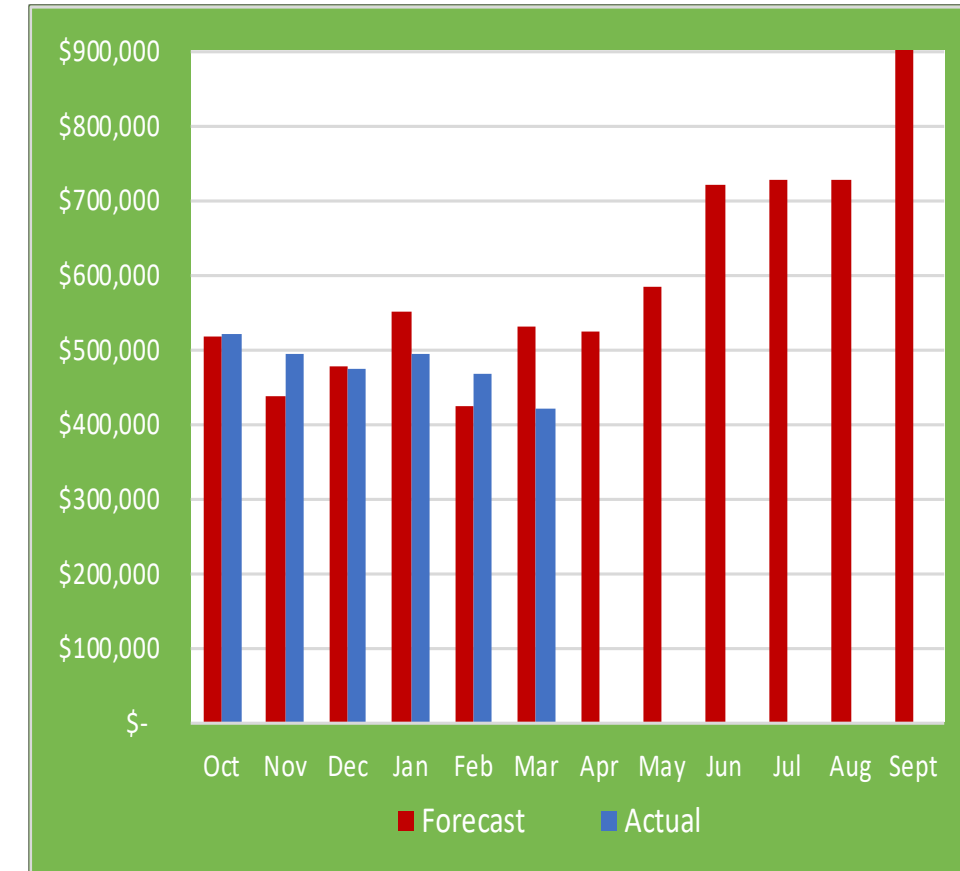
The Electric utility fund is over 1% net positive actual to forecast. The expense is higher in October due to budgeted annual transfers that were processed during this month. This budget was approved with expenditures exceeding revenues to utilize available fund balance for capital projects and special projects.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – March 2020

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 517,966	\$ 520,687	\$ 2,721
Nov	435,450	493,894	\$ 58,444
Dec	477,708	475,356	\$ (2,352)
Jan	551,515	493,218	\$ (58,297)
Feb	425,321	467,516	\$ 42,195
Mar	531,386	419,164	\$ (112,222)
Apr	524,676		
May	585,063		
Jun	719,257		
Jul	725,966		
Aug	725,966		
Sept	906,288		
Total	\$ 7,126,562	\$ 2,869,835	\$ (69,511)
Cumulative Forecast	\$ 2,939,346		
Actual to Forecast	\$ (69,511)	-2.36%	



WARNING

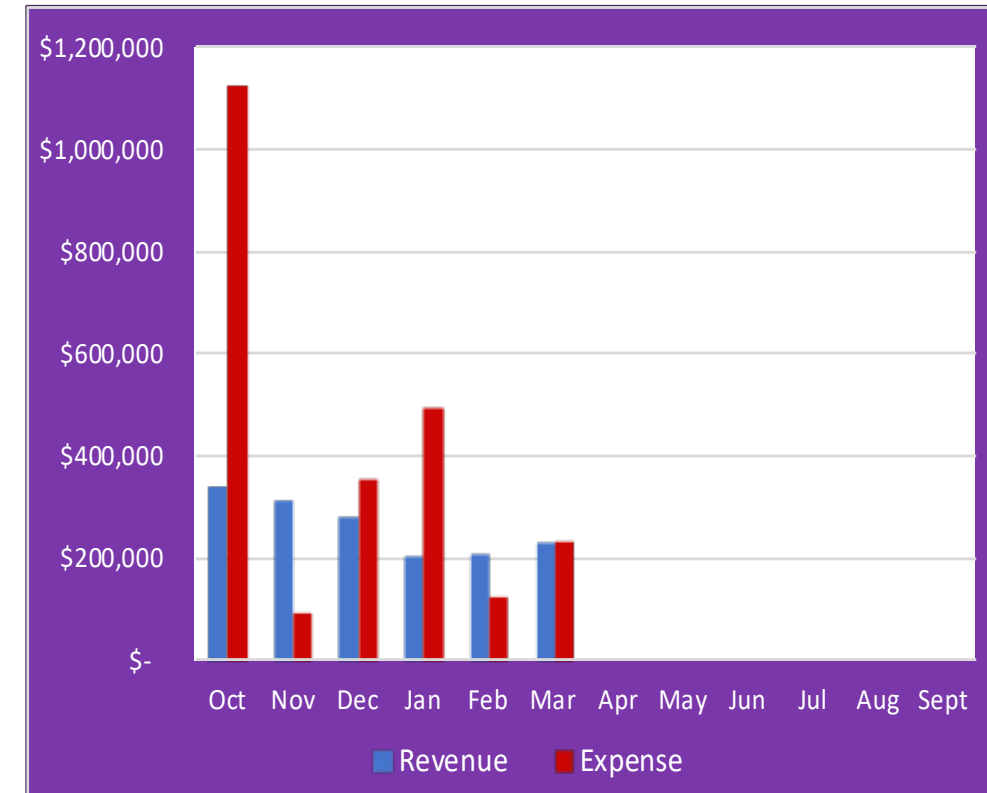
The Electric utility revenue is short of forecast by over 2%. There was 1 new residential meter set this month. There are several factors for this shortfall. LCRA applied a credit to the power bill that is now being passed through to the customers, creating a lower billed amount than previously forecasted. Also, the weather has been favorable for lower bills in general.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – March 2020

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 332,664	\$ 1,120,211	\$ (787,548)
Nov	310,199	92,618	\$ 217,581
Dec	276,054	354,093	\$ (78,039)
Jan	199,844	489,461	\$ (289,617)
Feb	203,616	125,811	\$ 77,805
Mar	228,663	230,499	\$ (1,836)
Apr			
May			
Jun			
Jul			
Aug			
Sept			
Total	\$ 1,551,040	\$ 2,412,693	\$ (861,654)
Cumulative Forecast	\$ 1,598,225	\$ 2,877,328	\$ (1,279,103)
Actual to Forecast \$	\$ (47,186)	\$ 464,635	\$ 417,450
Actual to Forecast %	-2.95%	16.15%	13.20%



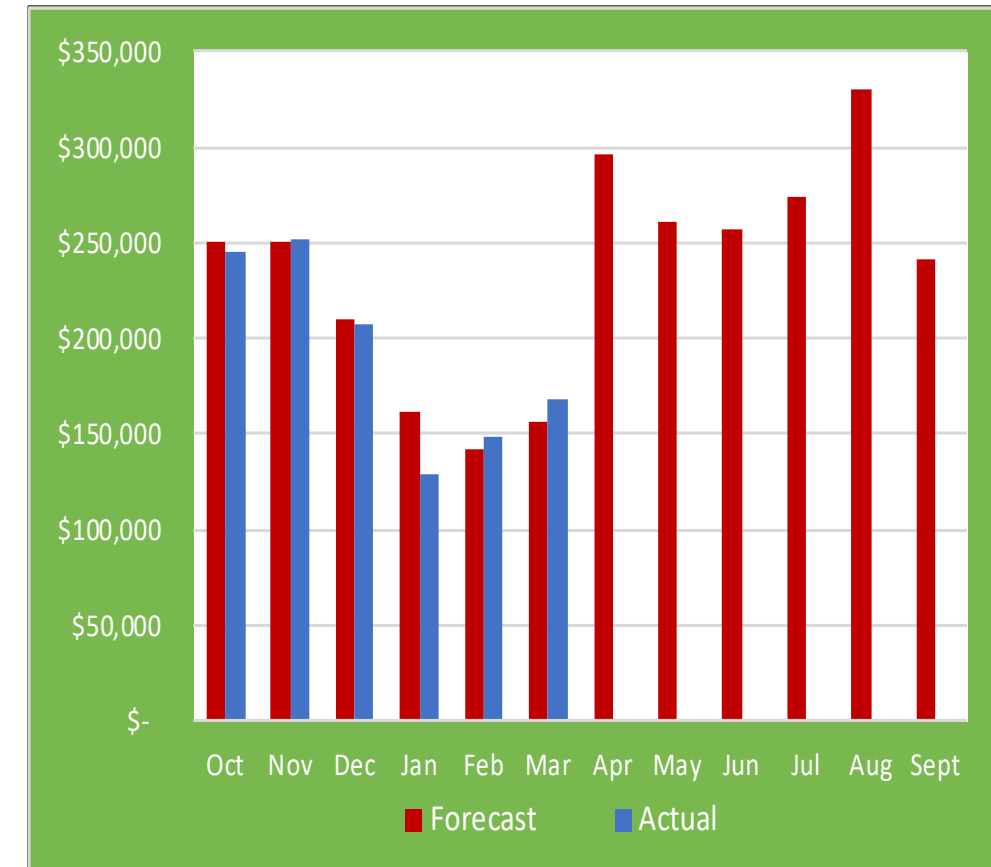
POSITIVE

The HOT Tax fund is over 13% net positive. Visit Bastrop is paid on a quarterly basis along with funded organizations.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 250,522	\$ 245,000	\$ (5,522)
Nov	250,672	251,784	\$ 1,112
Dec	209,500	207,571	\$ (1,929)
Jan	161,857	128,943	\$ (32,914)
Feb	142,211	148,161	\$ 5,950
Mar	155,935	168,239	\$ 12,304
Apr	296,690		
May	260,463		
Jun	256,424		
Jul	274,446		
Aug	330,326		
Sept	241,454		
Total	\$ 2,830,500	\$ 1,149,698	\$ (20,999)
Cumulative Forecast	\$ 1,170,697		
Actual to Forecast %	\$ (20,999)	-1.8%	



WARNING

So far YTD we are almost 2% negative actual to forecast. ***The Hotel Tax revenue YTD is \$5,693 less than same time last year.*** This shortage can be attributed to the renovations at the Hyatt Lost Pines Resort. Next months report will reflect the forecast adjustments anticipated due to COVID-19.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT –March 2020

FIRM	CASE	FY17-18	FY18-19	FY19-20
BUNDREN				
	Pine Forest Interlocal	\$ 26,612	\$ 6,195	\$ -
TERRELL LAW FIRM				
	Water permit	\$ 135	\$ -	\$ -
BOJORQUEZ LAW FIRM				
	General legal	\$ 245,168	\$ 432,931	\$ 108,236
	Vandiver	\$ 5,079	\$ 1,857	\$ -
	Pine Forest Interlocal	\$ 10,116	\$ -	\$ 1,275
	Prosecutor	\$ 19,633	\$ 23,358	\$ 8,559
	Water/Wastewater	\$ 18,425	\$ 46,721	\$ 9,089
MULTIPLE FIRMS				
	Hunters Crossing PID	\$ -	\$ -	\$ 7,378
	XS Ranch Bankruptcy	\$ 11,770	\$ -	\$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	\$ 27,965	\$ 6,204	\$ -
	Hunters Crossing PID	\$ 83,524	\$ 89,899	\$ 4,588
	Water/Wastewater	\$ 910	\$ -	\$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	\$ 2,124	\$ 717	\$ 64
	Total Legal	\$ 451,460	\$ 607,881	\$ 139,189

Summary by Case/Type

Row Labels	Sum of FY17-18	Sum of FY18-19	Sum of FY19-20
General legal	\$ 245,168	\$ 432,931	\$ 108,236
Hunters Crossing PID	\$ 83,524	\$ 89,899	\$ 11,966
Pine Forest Interlocal	\$ 36,728	\$ 6,195	\$ 1,275
Prosecutor	\$ 19,633	\$ 23,358	\$ 8,559
Red Light Camera Suit	\$ 2,124	\$ 717	\$ 64
Vandiver	\$ 5,079	\$ 1,857	\$ -
Water permit	\$ 135	\$ -	\$ -
Water/Wastewater	\$ 19,335	\$ 46,721	\$ 9,089
XS Ranch Bankruptcy	\$ 11,770	\$ -	\$ -
XS Ranch Water Rights	\$ 27,965	\$ 6,204	\$ -
Grand Total	\$ 451,460	\$ 607,881	\$ 139,189



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 6B

TITLE:

Receive presentation on the Quarterly Investment Report for the period ending March 31, 2020.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Chief Financial Officer has been slow diversifying the funds available for investment to increase the rate of return we have seen in the past while safekeeping our principle. As you can see from this report, we have expanded our Certificates of Deposits, and purchased some agency funds, which are yielding a better rate of return than the investment pools.

POLICY EXPLANATION:

This reporting requirement is set forth by the Public Funds Investment Act, Texas Government Code, Chapter 2256 and is also a requirement of the City of Bastrop Financial Management Policies, Chapter VIII. ASSET MANAGEMENT, Section C. INVESTMENT PERFORMANCE, as adopted by Resolution R-2019-90 on October 22, 2019.

FUNDING SOURCE:

NA

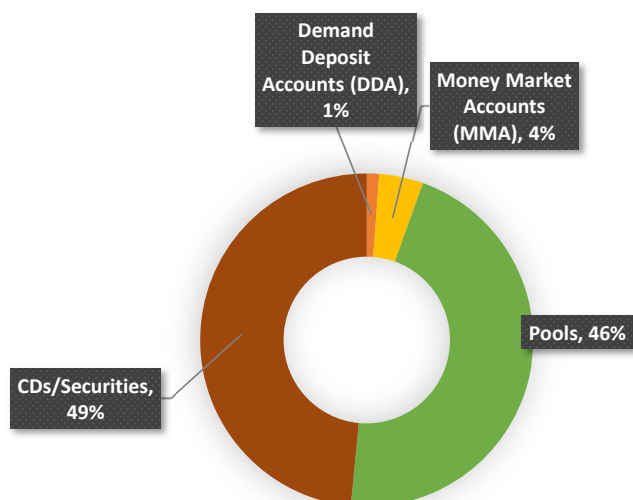
ATTACHMENTS:

- Quarterly Investment Report for the period ending March 31, 2020.

City of Bastrop
Quarterly Investment Report
Portfolio Summary
period ending March 31, 2020

Investments Description	December 31, 2019		March 31, 2020		QTD	YTD	Weighted
	Book Value	Market Value	Book Value	Market Value	Interest Earned	Interest Earned	Average Maturity
Demand Deposit Accounts (DDA)	\$ 768,484	\$ 687,173	\$ 358,915	\$ 358,915	\$ 3,629	\$ 7,480	0.01
Money Market Accounts (MMA)	\$ 765,708	\$ 1,715,541	\$ 1,275,314	\$ 1,275,314	\$ 523	\$ 2,287	0.04
Pools	\$ 11,671,817	\$ 12,650,148	\$ 13,711,410	\$ 13,711,410	\$ 60,475	\$ 110,666	0.46
CDs/Securities	\$ 14,869,322	\$ 11,889,334	\$ 14,434,221	\$ 14,509,700	\$ 74,788	\$ 166,155	162.16
Total Investments	\$ 28,075,331	\$ 26,942,196	\$ 29,779,860	\$ 29,855,339	\$ 139,415	\$ 286,587	162.68

Policy states at least 10% of the portfolio should be in highly liquid securities we have 54%.



The investment portfolio of the City of Bastrop is in compliance with the Public Investment Act and the Investment Policy and Strategies.

Prepared by:

Tracy Waldron
Tracy Waldron, Chief Financial Officer

City of Bastrop
Detail of Investment Holdings
period ending March 31, 2020

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	December 31, 2019 Book Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2020 Book Value	March 31, 2020 Market Value
DDA	FNB-Pooled Cash				\$ 768,484			\$ 358,915	\$ 358,915
MMA	FNB-Escrow Acct				\$ 251,044			\$ 250,086	\$ 250,086
MMA	FNC-Dreyfus				\$ 10,118			\$ 267,040	\$ 267,040
MMA	MBS-MM Acct				\$ 504,545			\$ 758,187	\$ 758,187
Pools	Texpool				\$ 1,113,479			\$ 1,201,536	\$ 1,201,536
Pools	Texas Class				\$ 4,787,633			\$ 7,033,642	\$ 7,033,642
Pools	Texas Term				\$ 5,770,705			\$ 5,476,232	\$ 5,476,232
Security	FHLMC	3134GBG55	1.93%	9/29/2020	\$ 248,980		\$ 250,000	\$ -	\$ -
Security	FHLN	313OAGEC5	2.50%	2/24/2021	\$ 525,525		\$ 525,000	\$ -	\$ -
Security	FHLN	313OA9F89	1.70%	9/30/2021	\$ 499,814		\$ 500,000	\$ -	\$ -
Security	FMCC	3134GUKC3	1.79%	10/21/2021	\$ 540,390		\$ 540,000	\$ -	\$ -
Security	FNMA	3135GOF73	1.64%	11/30/2020	\$ 674,173			\$ 674,173	\$ 679,550
Security	FNMA	3135GOU27	1.63%	4/13/2021	\$ 507,586			\$ 507,586	\$ 511,140
Security	FAMC	31422BSC5	1.52%	1/10/2022	\$ -	\$ 399,867		\$ 399,867	\$ 406,276
CD	Frontier	501272	0.95%	5/25/2020	\$ 253,854			\$ 253,854	\$ 253,854
CD	FNC	61747MG47	2.20%	1/21/2020	\$ 247,000		\$ 247,000	\$ -	\$ -
CD	FNC	27002YDN3	2.40%	3/16/2020	\$ 245,000		\$ 245,000	\$ -	\$ -
CD	FNC	38148PZR1	2.50%	3/23/2020	\$ 245,000		\$ 245,000	\$ -	\$ -
CD	FNC	32021SEU6	2.40%	3/23/2020	\$ 245,000		\$ 245,000	\$ -	\$ -
CD	FNC	101120DX8	2.40%	3/23/2020	\$ 151,000		\$ 151,000	\$ -	\$ -
CD	FNC	92937CGZ5	2.40%	3/23/2020	\$ 245,000		\$ 245,000	\$ -	\$ -
CD	FNC	465076KG1	2.70%	5/4/2020	\$ 246,000			\$ 246,000	\$ 246,403
CD	FNC	PER200EA3	2.70%	5/4/2020	\$ 200,000			\$ 200,000	\$ 200,000
CD	FNC	61760ALP2	2.75%	6/1/2020	\$ 246,000			\$ 246,000	\$ 246,758
CD	FNC	46176PHV0	2.75%	6/1/2020	\$ 246,000			\$ 246,000	\$ 246,758
CD	FNC	87165FVG6	2.65%	5/4/2020	\$ 246,000			\$ 246,000	\$ 246,391
CD	FNC	033537AK7	2.60%	5/8/2020	\$ 213,000			\$ 213,000	\$ 213,371
CD	FNC	91435LAN7	2.85%	6/19/2020	\$ 249,000			\$ 249,000	\$ 250,018
CD	MBS	02007GDZ3	2.70%	7/27/2020	\$ 130,000			\$ 130,000	\$ 130,714
CD	FNC	72247PAC0	2.80%	8/31/2020	\$ 249,000			\$ 249,000	\$ 250,840
CD	FNC	286283AA4	2.80%	9/19/2020	\$ 249,000			\$ 249,000	\$ 251,047
CD	FNC	02007GFL2	2.90%	10/13/2020	\$ 88,000			\$ 88,000	\$ 88,864
CD	FNC	20451PWF9	3.10%	12/4/2020	\$ 246,000			\$ 246,000	\$ 249,346
CD	FNC	59013J5Q8	3.10%	12/7/2020	\$ 249,000			\$ 249,000	\$ 252,421
CD	MBS	17294XMS2	2.85%	1/19/2021	\$ 245,000		\$ 245,000	\$ -	\$ -
CD	FNC	49254FAC0	3.10%	12/21/2020	\$ 249,000			\$ 249,000	\$ 252,601
CD	MBS	02007GHL0	2.60%	2/16/2021	\$ 67,000			\$ 67,000	\$ 67,833
CD	FNC	21050BAE0	2.85%	2/22/2021	\$ 249,000			\$ 249,000	\$ 252,675
CD	FNC	903572DJ1	2.40%	7/20/2020	\$ 110,000			\$ 110,000	\$ 110,470
CD	FNC	723605AT8	2.40%	10/19/2020	\$ 249,000			\$ 249,000	\$ 250,835
CD	FNC	7954502G9	2.45%	4/19/2021	\$ 247,000			\$ 247,000	\$ 250,075
CD	FNC	17294XRM0	2.45%	4/15/2021	\$ 247,000			\$ 247,000	\$ 247,109
CD	FNC	33847E2G1	2.45%	5/24/2021	\$ 246,000			\$ 246,000	\$ 249,316
CD	FNC	12547CAF5	2.50%	11/23/2020	\$ 246,000			\$ 246,000	\$ 248,244
CD	FNC	649447SR1	2.45%	5/22/2020	\$ 244,000			\$ 244,000	\$ 244,522
CD	FNC	3495FTCJ6	2.45%	5/29/2020	\$ 244,000			\$ 244,000	\$ 244,590
CD	FNC	06251AW89	2.10%	7/19/2021	\$ 247,000			\$ 247,000	\$ 249,611
CD	FNC	35471TFF4	2.10%	7/23/2021	\$ 249,000		\$ 249,000	\$ -	\$ -
CD	FNC	98138MAD2	2.20%	7/23/2021	\$ 249,000			\$ 249,000	\$ 251,978
CD	FNC	48128H5S3	1.95%	8/20/2021	\$ 248,000			\$ 248,000	\$ 248,370
CD	FNC	32023QAL2	1.90%	2/23/2021	\$ 249,000			\$ 249,000	\$ 249,142
CD	FNC	227563AV5	1.85%	9/27/2021	\$ 247,000			\$ 247,000	\$ 249,013
CD	FNC	149159PC3	1.80%	9/27/2021	\$ 247,000			\$ 247,000	\$ 248,830
CD	FNC	150517FP0	1.80%	9/30/2021	\$ 249,000		\$ 249,000	\$ -	\$ -
CD	FNC	45673KAX4	1.90%	4/10/2021	\$ 249,000			\$ 249,000	\$ 250,646
CD	FNC	59101LHS9	1.75%	2/26/2021	\$ 191,000		\$ 191,000	\$ -	\$ -
CD	FNC	05580ATA2	1.70%	11/22/2021	\$ 247,000			\$ 247,000	\$ 248,541
CD	FNC	50625LAN3	1.70%	11/22/2021	\$ 249,000			\$ 249,000	\$ 250,561
CD	FNC	856285RR4	1.85%	11/29/2021	\$ 247,000			\$ 247,000	\$ 249,159
CD	FNC	397129AD9	1.70%	11/27/2020	\$ 227,000			\$ 227,000	\$ 227,917
CD	FNC	474067AS4	1.90%	12/10/2021	\$ 248,000			\$ 248,000	\$ 249,495

City of Bastrop
Detail of Investment Holdings
period ending March 31, 2020

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	December 31, 2019 Book Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2020 Book Value	March 31, 2020 Market Value
CD	MBS	49228XAJ9	1.80%	12/10/2021	\$ 245,000			\$ 245,000	\$ 246,972
CD	MBS	310336DB5	1.60%	8/13/2021	\$ 245,000			\$ 245,000	\$ 246,041
CD	FNC	949495AE5	1.70%	12/13/2021	\$ 249,000			\$ 249,000	\$ 250,591
CD	FNC	79772FAB2	1.85%	12/30/2021	\$ 249,000			\$ 249,000	\$ 249,553
CD	MBS	33646CLT9	1.70%	10/29/2021	\$ 110,000			\$ 110,000	\$ 110,675
CD	FNC	6169OUST8	1.75%	1/31/2022	- \$	\$ 247,000		\$ 247,000	\$ 248,860
CD	MBS	949763R24	1.80%	1/18/2022	- \$	\$ 245,000		\$ 245,000	\$ 247,046
CD	MBS	72345SJW2	1.70%	4/21/2021	- \$	\$ 245,000		\$ 245,000	\$ 246,144
CD	MBS	14042RCH2	1.70%	9/28/2021	- \$	\$ 25,000		\$ 25,136	\$ 25,056
CD	MBS	78658RCA7	1.65%	8/24/2020	- \$	\$ 135,000		\$ 135,000	\$ 135,336
CD	MBS	06417NRD7	1.65%	12/1/2020	- \$	\$ 245,000		\$ 245,000	\$ 245,921
CD	FNC	88241TGX2	1.00%	3/25/2022	- \$	\$ 249,000		\$ 249,000	\$ 247,307
CD	FNC	084601WX7	1.20%	3/31/2022	- \$	\$ 248,000		\$ 248,000	\$ 247,263
CD	FNC	20786ACY9	1.10%	3/30/2022	- \$	\$ 121,000		\$ 121,000	\$ 120,405
CD	FNC	511640BB9	1.10%	3/30/2022	- \$	\$ 248,000		\$ 248,000	\$ 246,777
CD	FNC	654062JU3	1.15%	3/30/2022	- \$	\$ 249,000		\$ 249,000	\$ 248,019
CD	FNC	538036LB8	1.10%	3/31/2022	- \$	\$ 249,000		\$ 249,000	\$ 247,770
CD	FNC	88269ABL1	1.15%	3/31/2022	- \$	\$ 249,000		\$ 249,000	\$ 248,016
CD	MBS	140420Y95	1.55%	3/8/2022	- \$	\$ 25,000		\$ 25,651	\$ 25,458
CD	MBS	1404207C8	1.54%	12/20/2021	- \$	\$ 50,000		\$ 50,955	\$ 50,873
CD	MBS	066519MN6	1.25%	6/11/2020	- \$	\$ 215,000		\$ 215,000	\$ 215,120
CD	MBS	35633MAS1	1.40%	3/12/2021	- \$	\$ 245,000		\$ 245,000	\$ 245,213
TOTAL					\$ 28,075,331	\$ 3,689,867	\$ 4,127,000	\$ 29,779,860	\$ 29,855,339

DATES: 1/01/2020- 3/31/2020

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
WATER/WASTEWATER FUND						
202-00-00-1010	XS RANCH WELL MI	251,044.19	139.66	1,097.49CR	250,086.36	250,451.13
202-00-00-1100	TEXAS TERM	150.71	0.00	150.71CR	0.00	61.28
FUND 202 TOTAL		251,194.90	139.66	1,248.20CR	250,086.36	250,512.41
2019 REVENUE BOND						
261-00-00-1000	CLAIM ON CASH 20	0.00	328,371.45	328,371.45CR	0.00	39,134.93
261-00-00-1100	TEX TERM	749,008.67	62,298.82	328,371.45CR	482,936.04	675,381.44
FUND 261 TOTAL		749,008.67	390,670.27	656,742.90CR	482,936.04	714,516.37
FAIRVIEW CEMETERY-PERMAN						
526-00-00-1142	CERT OF DEPOSIT-	253,853.69	0.00	0.00	253,853.69	253,853.69
526-00-00-1148	CD - FNB	0.00	0.00	0.00	0.00	0.00
526-00-00-1149	CERT OF DEPOSIT-	130,000.00	0.00	0.00	130,000.00	130,000.00
FUND 526 TOTAL		383,853.69	0.00	0.00	383,853.69	383,853.69
2013 COMB REV/TAX BOND						
724-00-00-1100	TEXAS TERM	1,070,688.94	4,065.10	29,171.23CR	1,045,582.81	1,064,324.75
FUND 724 TOTAL		1,070,688.94	4,065.10	29,171.23CR	1,045,582.81	1,064,324.75
CO 2018 SERIES						
726-00-00-1100	TEXAS TERM CO 20	3,506,500.79	13,687.55	16,793.43CR	3,503,394.91	3,506,876.44
FUND 726 TOTAL		3,506,500.79	13,687.55	16,793.43CR	3,503,394.91	3,506,876.44
2019 LIMITED TAX NOTE						
727-00-00-1000	CLAIM ON CASH	0.00	16,683.96	16,683.96CR	0.00	301.76
727-00-00-1100	TEXAS TERM	444,355.63	1,677.79	16,683.96CR	429,349.46	437,271.36
FUND 727 TOTAL		444,355.63	18,361.75	33,367.92CR	429,349.46	437,573.12
CO SERIES 2020						
728-00-00-1100	TEXAS TERM	0.00	2,800,036.86	2,785,067.90CR	14,968.96	239,986.59
FUND 728 TOTAL		0.00	2,800,036.86	2,785,067.90CR	14,968.96	239,986.59

DATES: 1/01/2020- 3/31/2020

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
POOLED CASH FUND						
991-00-00-1000	POOLED CASH ACCO	768,484.44	16,538,179.87	16,947,749.32CR	358,914.99	455,473.31
991-00-00-1100	TEX POOL	1,113,478.83	1,505,024.78	1,416,967.79CR	1,201,535.82	1,460,201.07
991-00-00-1105	TEXAS CLASS	4,787,632.97	9,917,720.86	7,671,711.66CR	7,033,642.17	8,635,338.84
991-00-00-1135	DREYFUS MM ACCT	10,118.44	2,116,921.80	1,860,000.00CR	267,040.24	50,376.48
991-00-00-1136	MULTI-BANK SECUR	504,545.21	2,086,456.28	1,832,814.15CR	758,187.34	204,449.33
991-00-00-1140	CERTIFICATE OF D	0.00	0.00	0.00	0.00	0.00
991-00-00-1141	CERTIFICATE OF D	10,577,000.00	1,860,000.00	2,067,000.00CR	10,370,000.00	10,550,296.70
991-00-00-1146	CERTIFICATES OF	912,000.00	1,431,741.33	245,000.00CR	2,098,741.33	1,564,684.86
991-00-00-1147	U.S. AGENCY	2,996,468.09	399,866.67	1,814,708.85CR	1,581,625.91	2,652,302.86
	FUND 991 TOTAL	21,669,727.98	35,855,911.59	33,855,951.77CR	23,669,687.80	25,573,123.45
	REPORT TOTALS	28,075,330.60	39,082,872.78	37,378,343.35CR	29,779,860.03	32,170,766.82
		=====	=====	=====	=====	=====



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 6C

TITLE:

Receive presentation from Specialized Public Finance, the City's Financial Advisors, on a Water and Wastewater System Revenue Bond issuance and a General Obligation Refunding Bond issuance along with corresponding timelines.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

This water and wastewater revenue bond are the second bond issued to fund the Capital Improvement Plan. This bond will be used for the construction phase of the wastewater treatment plant #3 and the design phase of the water treatment plant at XS Ranch. Staff is working with the consultants to estimate when funds are needed so that we only sell debt when we are ready to utilize the funds. Based on the schedule provided we will need to issue approximately \$21M with this issue and look to issue another revenue bond around March-May of 2021.

With rates as low as they are now, staff ask the Financial Advisors to look at the City's debt schedule and see if a refunding would be financially viable. The response was that there are some savings out there of approximately \$70,000 by refunding current debt. This is money that we would have spent on interest being used for much needed infrastructure projects.

POLICY EXPLANATION:

Article III of the City Charter gives Council the responsibility of authorizing the borrowing of money.

FUNDING SOURCE:

N/A

ATTACHMENTS:

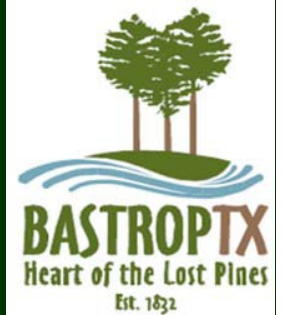
- Consultants Power point

Bond Issuance Presentation | April 28, 2020

City of Bastrop, Texas

General Obligation Refunding Bonds, Series 2020

Waterworks & Sewer System Revenue Bonds, Series 2020

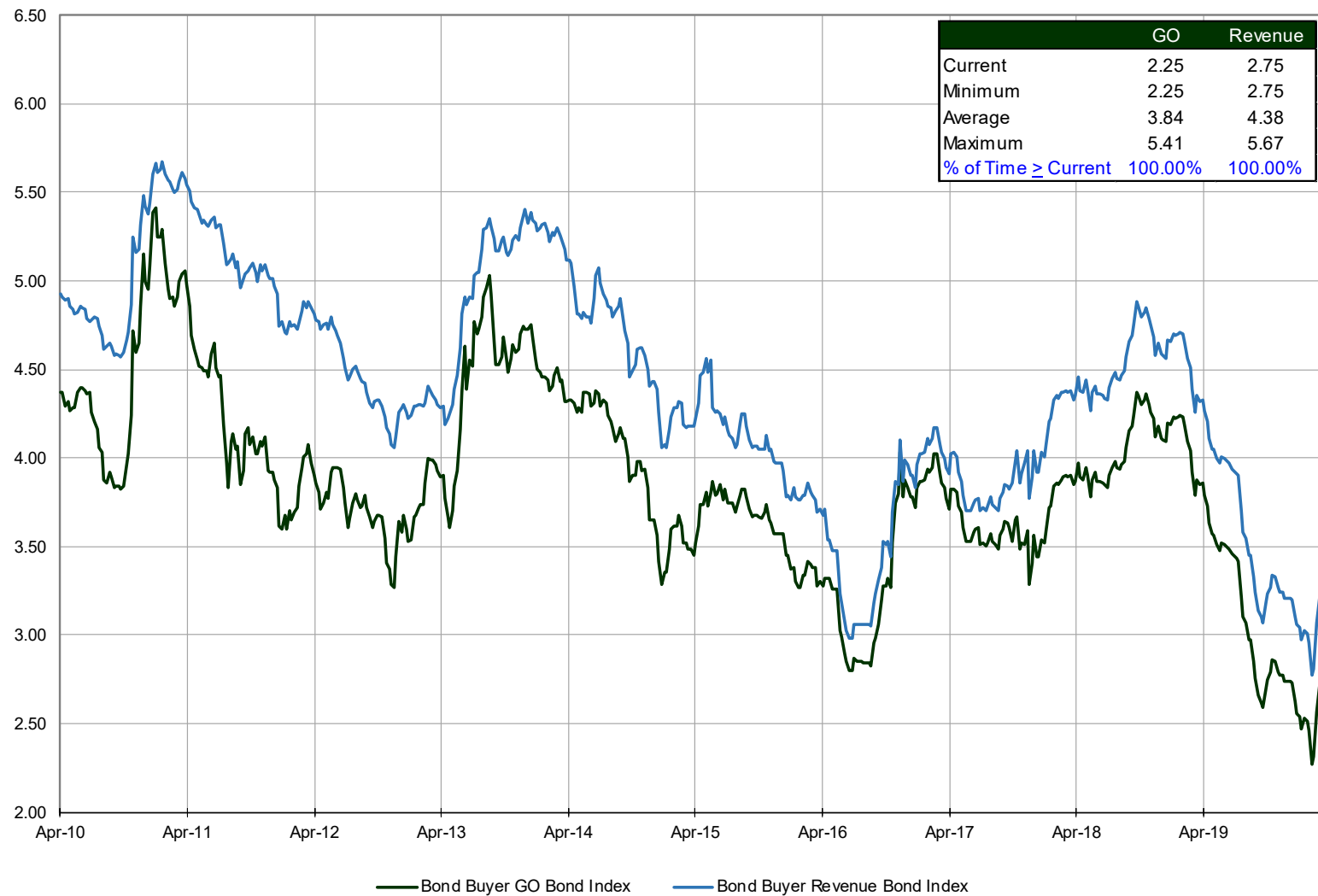


SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

FINANCIAL ADVISORY CONTACT

Dan Wegmiller
Managing Director
248 Addie Roy Road, Suite B103
Austin, Texas 78746
Cell: 512.820.6086
dan@spfmuni.com

Ten-Year History of Bond Buyer G.O. and Revenue Index Data



Preliminary Refunding Summary

General Obligation Refunding Bonds, Series 2020

Refunded Certificates & Bonds				
Issue	Maturities	Interest Rates	Amount	Callable
Series 2010 C/O	2021 - 2022	3.625%	\$ 875,000	Currently Callable
Series 2010	2021 - 2024	3.625% - 4.00%	850,000	8/15/2020
Series 2011	2021 - 2022	4.000%	595,000	8/1/2020
			\$ 2,320,000	

Projected Annual Savings				
9/30	Existing D/S	Post-Ref Net D/S	Est. Savings	
2020	\$ 1,001,506	\$ 971,304	\$	30,202
2021	1,127,981	1,094,000		33,981
2022	888,725	888,300		425
2023	232,600	229,550		3,050
2024	234,000	232,300		1,700
	\$ 3,484,812	\$ 3,415,454	\$	69,358

Preliminary Summary of Results	
Par Amount of Refunding Bonds	\$ 2,400,000
Est. True Interest Cost (TIC)	1.000%
Est. Total Debt Service Savings	\$ 69,358
Est. Net Present Value Savings (\$)	\$ 69,768
Net Present Value Savings (%)	3.007%

All assumptions are as of April 1, 2020 for purposes of illustration only and subject to change.

General Obligation Refunding Bond - Timetable

City of Bastrop, Texas \$2.4MM General Obligation Refunding Bonds, Series 2020

Timeline of Events – Competitive Placement Sale

Tuesday, April 28, 2020*	City Council meeting to discuss General Obligation Refunding Bond issuance timeline.
Friday, May 1, 2020	The Term Sheet is distributed to potential bidders.
Tuesday, May 26, 2020*	Bids received by SPFI on the Refunding Bond issue. Award. The City Council considers adopting an ordinance authorizing the issuance of Refunding Bonds.
Wednesday, June 17, 2020	<u>Delivery Date</u> . The City receives funds from the Purchaser of the Refunding Bonds to pay off the outstanding debt.

*Official City Council Meeting.

Waterworks & Sewer System Revenue Bond - Timetable

City of Bastrop, Texas Water & Wastewater System Revenue Bonds, Series 2020 (“Bonds”)

Timeline of Events – Competitive Sale

Tuesday, April 28, 2020*	City Council meeting to discuss W&WW System Revenue Bond projects and issuance timeline. (No action required).
Week of May 3, 2020	Rating call with S&P, City Staff and SPFI.
Monday, May 18, 2020	The Preliminary Official Statement (POS) is distributed to potential bidders.
Tuesday, May 19, 2020	Rating is received from S&P.
Tuesday, May 26, 2020*	The City Council adopts an ordinance authorizing the issuance of the Bonds to fund Water & Sewer System projects.
Thursday, June 18, 2020	<u>Delivery Date.</u> The City receives funds from the Purchaser of the Bonds for project fund.

*Official City Council Meeting.



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from April 14, 2020, Regular Meeting.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 1. State the subject of each deliberation; and
 2. Indicate the vote, order, decision, or other action taken.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from April 14, 2020, Regular Meeting.

ATTACHMENTS:

- April 14, 2020, DRAFT Regular Meeting Minutes.

APRIL 14, 2020

The Bastrop City Council met in a Regular Meeting on Tuesday, April 14, 2020, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members physically present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis, Peterson and Rogers. Council Member Jackson was present via video. Officers physically present were Interim City Manager Robert Wood and City Attorney, Alan Bojorquez. City Secretary Ann Franklin was present via video.

CALL TO ORDER

At 6:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE**INVOCATION**

Mayor Pro Tem Nelson, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Councilmembers' Report
- 4C. City Manager's Report

WORK SESSION/BRIEFINGS - NONE**STAFF AND BOARD REPORTS**

- 6A. Receive an update from City of Bastrop Chief Financial Officer on updating the Water and Wastewater Impact Fees.
Presentation was made by Chief Financial Officer, Tracy Waldron.
- 6B. Receive an update from City of Bastrop Chief Financial Officer on implementing changes to the forecast of FY2020 General Fund budget due to COVID-19.
Presentation was made by Chief Financial Officer, Tracy Waldron.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9E. Consider action to approve Resolution No. R-2020-37 of the City Council of the City of Bastrop, Texas adopting amended Budget Planning Calendar for Fiscal Year 2021, as shown in Exhibit A and directing the Chief Financial Officer to calculate the voter-approval tax rate in the manner provided for a special taxing unit (as specified in Senate Bill 2); repealing all resolutions in conflict; and establishing an effective date. **Presentation was made by Chief Financial Officer, Tracy Waldron.**

SPEAKER (Statement was read into record by Mayor Connie Schroeder)

**Herb Goldsmith
1105 Pecan Street
Bastrop, Texas
979-203-1150**

A motion was made by Council Member Rogers to approve Resolution No. R-2020-37 with the following amendments, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

The amendments were to: remove the mid-year budget workshop date of April 16, 2020; replace the word “cabinet” with “City Manager and Directors”; and change distribution date of the final budget.

CITIZEN COMMENTS - NONE

CONSENT AGENDA

A motion was made by Council Member Ennis to approve Item 8A listed on the Consent Agenda after being read into the record by Mayor, Connie Schroeder. Seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 8A. Consider action to approve City Council minutes from March 24, 2020, Regular Meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9A. Consider and adopt on first and final reading Ordinance No. 2020-10 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regard to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety. **Mayor Schroeder approved Emergency Order Number 5, dated March 26, 2020.**

A motion was made by Council Member Ennis to approve the first and final reading of Ordinance No. 2020-10 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State Disaster, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

- 9B. Consider action to approve Resolution No. R-2020-36 of the City Council of the City of Bastrop, Texas authorizing a release of the side and rear Public Utility Easements dedicated with The Colony MUD 1E, Section 1, Block D Plat for Lots 17-23, 26-34, and Reserve Lots E5 and E6, located at the 100 Block of Millsap Court, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Assistant City Manager, Trey Job.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2020-36, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9C. Consider action to approve the first reading of Ordinance No. 2020-09 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2019-56, Article 8.05, and providing a penalty not to exceed Five Hundred dollars (\$500.00) for each offense; providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; proper notice and meeting; and move to include on the April 28, 2020 City Council consent agenda for a second reading.

Presentation was made by Interim Police Chief, Clint Nagy.

SPEAKERS (Statements were read into record by Mayor Connie Schroeder)

**Kristian Caballero
7117 Sienna Rouge Path
Austin, TX
512-758-1973**

**Brett Merfish
1609 Shoal Creek Blvd.
Austin, TX
781-820-7768**

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Resolution No. 2020-09 and to include on the April 28, 2020 City Council individual consideration agenda, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9D. Consider action to approve Resolution No. R-2020-35 of the City Council of the City of Bastrop, Texas, awarding a contract for the City of Bastrop Public Works Detention Project to Frontier Development, Inc. in the amount of three hundred fifty-one thousand six hundred sixty-four dollars (\$351,664.00), attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Assistant City Manager, Trey Job.

A motion was made by Council Member Rogers to approve Resolution No. R-2020-35, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 8:16 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. Pursuant to Texas Government Code Sections 551.071, consultation with attorney regarding legal matters involving Declaration of Local State of Disaster, Emergency Orders, and related regulatory issues.

The Bastrop City Council reconvened at 9:20 p.m. into open (public) session.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action was taken.

ADJOURNMENT

Adjourned at 9:20 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on April 28, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 8B

TITLE:

Consider action to approve the second reading of Ordinance No. 2020-07 of the City Council of the City of Bastrop, Texas, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and Texas Water Development Board Regulations; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

The first reading of Ordinance No. 2020-07 was held on March 24, 2020.

The purpose of a Water Conservation Plan (WCP) is to ensure water use efficiency within our operation. The WCP is a strategy, or combination of strategies, for reducing the consumption of water, reducing the loss or waste of water, improving or maintaining the efficiency in the use of water, or increasing recycling and reuse of water. It contains best management practice measures to work toward meeting the targets and goals identified within the plan. The effectiveness of a WCP is in the implementation of the water conservation program.

The WCP, including targets and goals, must be revised every five (5) years in accordance with TCEQ and TWDB regulations. The last WCP prepared by BEFCO Engineering was adopted by Ordinance No. 2016-08 on April 26, 2016. While the current WCP is not required to be updated until 2021, we have gone forward with incorporating the updates prepared by Walker related to an update to the City's Drought Contingency Plan.

POLICY EXPLANATION:

Section 288.2 of the Texas Administrative Code sets forth TCEQ guidelines and requirements governing the development of water conservation plans for public water suppliers.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2020-07 of the City Council of the City of Bastrop, Texas, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and Texas Water Development Board Regulations; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting.

ATTACHMENTS:

- Ordinance No. 2020-07
- Exhibit A City of Bastrop Water Conservation Plan prepared by Walker Partners



ORDINANCE NO. R-2020-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A WATER CONSERVATION PLAN IN ACCORDANCE WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER DEVELOPMENT BOARD REGULATIONS; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas, recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures, and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Texas Water Code and the regulations of the Texas Commission on Environmental Quality ("TCEQ") require that the City adopt a Water Conservation Plan; and

WHEREAS, Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code sets forth the TCEQ guidelines and requirements governing the development of water conservation plans for public water suppliers; and

WHEREAS, in accordance with 30 T.A.C. § 288.2, the City has devised a strategy or combination of strategies for reducing the volume of water withdrawn from its water supply source, for maintaining and improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water; and

WHEREAS, the City Council of the City of Bastrop has determined that it is in the best interest of the citizens of Bastrop, Texas to adopt a Water Conservation Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council of the City of Bastrop desires to adopt the attached Water Conservation Plan as official City policy for the conservation of water.

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

Section 1. FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. ENACTMENT The City of Bastrop Texas Water Conservation Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City. In addition to filing with the Texas Water Development Board, a copy of this Water Conservation Plan shall be maintained in the City's files and placed on the City website in order that the public may have ready access to the Plan.

Section 3. REPEALER Ordinance 2010-8 and Ordinance 2016-8, adopted on May 11, 2010 and April 26, 2016 respectively, are hereby repealed. All other ordinances, resolutions, or

parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. SEVERABILITY Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. EFFECTIVE DATE This Ordinance shall be effective immediately upon passage.

Section 6. PROPER NOTICE & MEETING It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ AND ACKNOWLEDGED on First Reading on the 24th day of March 2020.

READ & APPROVED on Second Reading on the 28th day of April 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

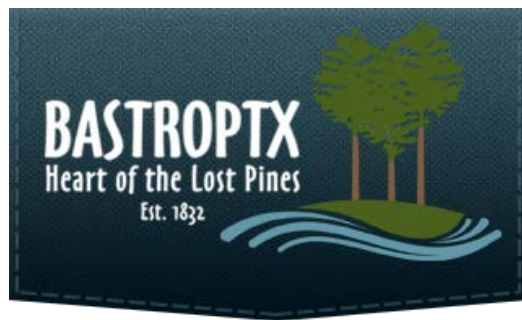
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A
[2020 Water Conservation Plan]

CITY OF BASTROP

WATER CONSERVATION PLAN



Adopted: March 24, 2020
City Ordinance No. 2020-07

Prepared by:



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1. Introduction and Objectives

1.1 Purpose

Water supply has always been a key issue in the development of Texas. In recent years, the increasing population and economic development within the Texas Water Development Board (TWDB) Lower Colorado Water Planning Region (Region K) have led to growing demands for water supplies. Additional supplies to meet future demands can be expensive and difficult to secure. Extending current supplies will delay the need for new supplies, minimize environmental impacts associated with developing new supplies, and delay the relatively high cost of additional water supply development. Therefore, it is imperative that we make efficient use of existing supplies in order to make them last as long as possible.

The City of Bastrop has developed this Water Conservation Plan (WCP) in accordance with the requirements provided in 31 Texas Administrative Code (TAC) §363 and guidance provided by the Texas Water Development Board (TWDB). This plan supersedes the previous plan adopted in August 2016. The objectives of this Water Conservation Plan are to:

- Reduce water consumption from the levels that would prevail without conservation efforts;
- Reduce loss and waste of water;
- Improve efficiency in the use of water;
- Encourage efficient outdoor water use;
- Document the level of recycling and reuse in the water supply; and
- Extend the life of current water supplies/facilities by reducing the rate of growth in demand.

2. Regulatory Considerations

2.1 Rules Governing Water Conservation Plans and Applicability

Rules and requirements pertaining to WCPs are published by the Texas Commission on Environmental Quality (TCEQ) and the TWDB under 30 TAC §288 and 31 TAC §363, respectively.

The TCEQ requires that a WCP be prepared and submitted for entities holding a surface water right of 1,000 acre-feet or more for municipal, industrial, and other non-irrigation uses, or entities holding a surface water right of 10,000 acre-feet or more for irrigation uses.

The TWDB requires that each retail public utility that provides potable water service to 3,300 or more connections submit a WCP to the TWDB.

The City of Bastrop is not a surface water right holder but does have more than 3,300 connections. As such, this plan is being submitted to satisfy the requirements by the TWDB as outlined in 31 TAC §363.

2.2 Minimum Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this plan as follows:

- Utility Profile
- Specific, Quantifiable Targets and Goals
- Schedule for Plan Implementation to Achieve Targets
- Monitoring Plan Effectiveness
- Record Management System
- Accurate Master Metering for Production
- Universal Metering
- Determination and Control of Water Loss
- Leak Detection, Repair, and Water Loss Accounting
- Public Education and Information Program
- Drought Contingency Plan
- Non-Promotional Water Rate Structure
- Requirement for Water Conservation Plans by Wholesale Customers
- Coordination with Regional Water Planning Groups
- Means of Implementation and Enforcement
- Reporting Requirements
- Provisions Review and Update of Plan

In addition to these minimum plan requirements, a WCP may also include any other water conservation practice, method, or technique that the applicant deems appropriate.

3. Utility Profile

The following is a brief summary of the City of Bastrop's Utility Profile. A detailed summary of the utility profile is provided in Appendix A.

3.1 Water System

The City of Bastrop's Water and Wastewater Department manages a water distribution service area covering an extent of approximately 11 square miles in area and serving a population of approximately 8,510 people. The city has approximately 4,100 retail connections. A map depicting the boundaries of the City's Water Certificate of Convenience and Necessity (CCN) is included in Appendix B. Connections within the system are categorized and broken out by percentage of the total water usage as follows: single family residential (66%), multi-family residential (18%), and commercial (17%). The City provides drinking water to its customers from groundwater produced from the City's seven (7) active groundwater wells, capable of producing up to 6.91 million gallons per day (MGD). This groundwater is treated at the City's two (2) water treatment plant facilities before entering the distribution system. Customers are served through a network of approximately 70 miles of transmission and distribution lines, ranging in diameter from 2 through 16 inches.

The City is currently in the planning and design phase for a new groundwater treatment plant facility utilizing Carrizo Aquifer groundwater. The new treatment plant facility is being designed for a phased

build-out approach to cover the City’s projected water demands for the future. Once completed, the new plant will replace the existing water treatment plant facility.

3.2 Wastewater System

Raw wastewater in the City is conveyed through a network of over 54 miles of wastewater collection lines and numerous lift stations to the City’s wastewater treatment plant facility. The facility is located on the south end of Water Street and is comprised of two (2) treatment plant units which discharge treated effluent to the Colorado River under TPDES permit WQ0011076001. The City is also under contractual obligations to treat up to 200,000 gallons per day (GPD) of wastewater flows from Bastrop County Water Control and Improvement District #2 (BCWCID #2). In total for 2018, the wastewater treatment plant facility treated an average daily flow of approximately 0.97 MGD; the design capacity of the wastewater treatment facility is 1.4 MGD. The City is currently in the planning and design phase for a new wastewater treatment plant facility. The new wastewater treatment plant facility is being designed for a phased build-out approach to cover the City’s projected wastewater demands for the future. Once completed, the new plant will replace the existing wastewater treatment plant facility.

The City has received authorization from the TCEQ for reuse of Type I and Type II wastewater effluent from the City’s wastewater treatment plant facility. Historically under this authorization, the City has provided reuse water to support local construction activities and operations at the City’s wastewater treatment facility.

4. Specification of Water Conservation Targets and Goals

The purpose of this Water Conservation Plan is to provide a framework to reduce long-term demand on limited water resources by encouraging more efficient water use practices in the City of Bastrop. TWDB rules require that the plan contain specific, quantified 5-year and 10-year targets for water savings which are to include goals for water loss programs and goals for municipal use in total and residential gallons per capita per day (GPCD).

The City is situated in a high-growth corridor and anticipates experiencing continued economic growth. The primary goals of this plan are to reduce total and residential GPCD demand. The City’s 2016 Water Conservation Plan noted the historic 5-year average for total GPCD and residential GPCD use at that time was 178 and 95 GPCD, respectively. Additionally, the plan included the 5-year and 10-year goals for total GPCD and residential GPCD by 2020 and by 2025 as shown in Table 4.1.

Table 4.1
City of Bastrop 2016 Water Conservation Plan – Historic and Target GPCD Use

	Historic 5-Year Average	5-Year Goal (2020)	10-Year Goal (2025)
Total GPCD	178	169	161
Residential GPCD	95	94	93
Water Loss GPCD	21	18	16
Water Loss %	12%	11%	10%

Current water use data show that the historic 5-year averages for total GPCD, residential GPCD, and water loss are at or below the 5-year goals established in the City's 2016 Water Conservation Plan.

The City is planning to continue reducing their total GPCD to align with the guidance provided in the 2016 Region K Regional Water Plan whereby long-term total GPCD demand is reduced to less than 140 gallons per capita per day. The current 5-year averages for each component are used as a new baseline for projecting revised 5-year and 10-year goals under this current plan. Targets for future total GPCD are developed using the same methodology incorporated into the 2016 Region K Regional Water Plan for municipal conservation, whereby total GPCD is reduced by 5% for each coming decade until a total GPCD of 140 is achieved. Similarly, targets for future residential GPCD are also developed based on a goal of achieving a 5% reduction each decade. Future water loss targets are developed to achieve a water loss percentage of 10% or less.

Table 4.2
City of Bastrop 2019 Water Conservation Plan – Historic and Target GPCD Use

	Historic 5-Year Average	Baseline	5-Year Goal (2024)	10-Year Goal (2029)
Total GPCD	169	169	165	161
Residential GPCD	80	80	78	76
Water Loss GPCD	19	19	17	16
Water Loss %	11%	11%	10%	10%

**Table also provided in Appendix C.

5. Water Conservation Plan Efficiency / Effectiveness Monitoring

The City will evaluate the efficiency and effectiveness of this plan's 5-year and 10-year goals for water use reductions on an annual basis. As the City completes its annual Texas Water Development Board Water Use Survey and water loss audit, the data used will be compared against the targets for total and residential GPCD and water losses.

6. Water Conservation Management and Strategies

6.1 Records Management System

The City administers a comprehensive records management system which accounts for water use and use characteristics throughout the water system. It also allows for the separation of aggregate water sales and water usage characteristics into customer-specific categories.

In 2015, the City of Bastrop completed a city-wide upgrade to an Advanced Metering Infrastructure (AMI) system. This system has allowed the city to begin tracking information in real-time and has increased the accuracy of reporting data. The pumpage and meter readings are compiled daily, monthly, and annually on spreadsheets which are reviewed by City representatives and are used to compile annual reports required by state agencies. These water records include:

- Raw water pumpage
- Backwash recycle waters
- Treated water pumped to the distribution system (total and by pressure zone)

-
- Water sold by user classifications
 - o Single family residential
 - o Multi-family residential
 - o Commercial
 - o Industrial
 - o Institutional
 - o Wholesale water
 - Total water sold
 - Water metered but not billed
 - Miscellaneous accounted for water

Miscellaneous accounted for water includes such categories as tank overflows, pump testing, water leak repair summary reports, fire hydrant flushing, flush valve usage, fire department usage, etc. The non-revenue water and water loss is compiled and reviewed on a monthly and annual basis.

6.2 Accurate Master Metering for Production

Raw water produced from the City's seven (7) groundwater wells are individually metered at the wellhead. Treated water entering distribution is monitored through flow meters at each of the water treatment plants. Flow meter calibrations are performed, at a minimum, on an annual basis, and more frequently if needed. Calibrations of these meters are performed by a qualified firm specializing in this work, and copies of the calibration log sheets are maintained by the Water and Wastewater Department. All meters monitoring diversion and production flows are in accordance with American Water Works Association (AWWA) standards and calibrated to maintain a minimum accuracy of +/- 2.0%.

6.3 Universal Metering

The ability to meter all water distribution and consumption uses allows the City to closely account for all water use and water losses, and to prevent unauthorized use. All service connections in the City are metered via an Advanced Metering Infrastructure (AMI) as of 2015. All residential, commercial, and municipal structures; swimming pools; and parks operated by the City are metered via AMI.

AMI allows for much more accurate accounting data which reduces non-revenue water issues. The following are some of the advantages of the AMI system:

- Instant meter reading allows for concurrent pumped volumes versus retail water record data, which reduces accounting inaccuracies
- Allows for identification of potential water leaks on the customer side of each meter
- Increased availability of data allows for additional customer support options

The City will continue to provide a preventative maintenance program for its water meters, wherein regular scheduled testing, repairs, and replacement are performed as follows:

- A representative number of 2-inch and smaller residential meters are tested annually to ensure continued accuracy
- Water meters 3-inch and larger are tested once per year;

-
- Residential water meters shall be tested in accordance with the AWWA recommendations found in Standard C700 and AWWA M6, *Water Meters – Selection, Installation, Testing, and Maintenance Manual*

6.4 Tracking and Controlling Water Loss

6.4.1 Water Loss Control Measures

The goal of the City's water loss control program is to limit system water losses to not exceed 15% of total annual treated water entering distribution and to ultimately reduce unaccounted-for water to a level of 10% or less. Unaccounted-for water includes unbilled authorized usage and unbilled unauthorized usage. Unbilled authorized usage includes water used for fighting fires, flushing water lines, etc. Unbilled unauthorized usage includes water lost to leaks, theft, etc.

In some cases, the age of water lines and associated degradation due to age may be contributing to both unbilled authorized and unauthorized usages. Due to age of certain water lines within the system, these lines are typically scheduled for more frequent flushing; these lines generally have a higher probability of leakage due to their age as well. In order to meet the goals set forth in this plan, the City has implemented programs including routine water audits, a program of leak detection and repair, and meter testing and accuracy calibration.

The Water and Wastewater Department generates a monthly water loss report that compares metered production with metered consumption as well as accounted-for and unaccounted-for losses. This report provides an effective tracking system of water loss. The City also completes a detailed water system audit conforming to TWDB guidelines each year. The water system audit determines the volume of actual water loss, the identification of water loss sources, the status and condition of primary water meters, an analysis of water line breaks, an evaluation of underground leakage potential, and provides recommendation for meter replacement.

6.4.2 Leak Detection and Repair

The City administers leak detection and repair programs for its water distribution system. Approximately 175 acoustic magnetic leak detection units, which monitor the system nightly, are installed throughout the City's distribution system. The City runs reports to evaluate the data collected from the leak detection units and identify potential locations for leaks; when leaks are apparent, the City dispatches repair crews as needed.

Additionally, the City has a program that features a work order prioritization system for leaks needing repair as well as an inventory of equipment and materials needed to promptly repair all detected or reported leaks. The City has also implemented a rehabilitation program to upgrade its aging water distribution system and address areas of the system with a high volume of leaks. This program relies on findings identified in monthly loss reports as well as the leak detection programs described above.

6.5 Public Education and Information Program

The City's public education program makes thousands of contacts, both direct and indirect, every year through presentations, community fairs, plant tours, utility bill inserts, newspaper and radio ads, and the City's website. The City promotes water conservation issues by informing the public in the following ways:

- Making water conservation information available to new customers

- Making residential water audits available to all customers upon request
- Providing water conservation information to all customers upon request, through the City's website, and through social media outlets
- Coordinating educational presentations, lectures, and demonstrations for schools, civic groups, and the general public
- Providing exhibits at public events held throughout the year
- Publishing water conservation information on a regular basis in the City's utility bill insert or other written form
- Participating in community environmental education activities with local organizations to promote water conservation education
- Supporting annual events and demonstrations relating to water conservation and environmental issues that affect water supply and quality

6.6 Plumbing Code and Retrofit Program

The City has adopted the International Plumbing Code, which requires the use of water-saving, Ultra-Low Flow (ULF) fixtures to be installed in new construction and in the replacement of plumbing in existing structures.

The City educates the residents, plumbers, and contractors on the benefits of retrofitting existing facilities with water-saving devices through its public education program.

6.7 Landscape Water Management

The City provides information about the methods and benefits of water-conserving landscaping practices and devices through public education to homeowners, business owners, landscape architects and designers, and irrigation professionals. The following methods are encouraged:

- The use of Xeriscape™ and "Water Wise" landscaping techniques, including drought-tolerant plants and grasses, for landscaping new homes and commercial areas
- The use of drip irrigation systems, when possible, or other water-conserving irrigation systems that utilize efficient sprinklers and considerations for prevailing winds
- Ensuring that ornamental fountains, and other similar water features, are designed to recycle water and use minimal amounts of water
- Working with area landscape supply businesses and nurseries to encourage the sale of locally-adapted, drought-tolerant plants and grasses along with efficient irrigation systems, and to promote the use of these types of water conserving strategies mentioned through demonstrations and advertisements

6.8 Water Use Restrictions

The City has implemented, through its Drought Contingency Plan (August 2019), permanent water use restrictions that apply year-round, regardless of drought stage. Refer to the Drought Contingency Plan in Appendix D for detailed information regarding permanent water use restrictions.

6.9 Water Pressure Reduction

As dictated by location within the water distribution system, each service connection incorporates a pressure-reducing valve to limit service connection pressure where system pressure exceeds 85 psig.

6.10 Reuse Water

The City of Bastrop has received authorization from the TCEQ for reuse of Type I and Type II wastewater effluent from the City's wastewater treatment plant facility. Historically under this authorization, the City has provided reuse water to support local construction activities and operations at the City's wastewater treatment facility.

6.11 Non-Promotional Water Rate Structure

The City utilizes an inclining water rate structure to encourage customers to reduce both peak and overall water usage, while at the same time fairly allocating cost of service to each customer class. Under an inclining rate structure, the rate per thousand gallon increases as the amount of water used increases. The current rate structure charges a minimum monthly service charge based on meter size, plus a fee based on consumption. Table 6.11.1 provides the rate structure for the minimum monthly service charge, inside and outside the city limits, based on a customer's meter size. Table 6.11.2 provides the rate structure for the consumption fee, inside and outside the city limits, based on every 1,000 gallons of the total number of gallons a customer consumes each month.

Table 6.11.1
Minimum Base Charge by Meter Size

Meter Size	Residential and Commercial	
	Inside City Limits	Outside City Limits
3/4"	\$ 27.72	\$ 41.59
1"	\$ 47.13	\$ 70.69
1-1/2"	\$ 79.47	\$ 119.22
2"	\$ 118.28	\$ 177.43
3"	\$ 221.78	\$ 332.68
4"	\$ 255.07	\$ 507.34
6"	\$ 661.68	\$ 992.48

Table 6.11.2
Consumption Fee per 1,000 gallons Used

Consumption (gallons)	Residential and Commercial	
	Charge (\$/1,000 gallons)	
	Inside City Limits	Outside City Limits
0 - 3,000	\$ 2.85	\$ 4.13
3,001 - 5,000	\$ 3.04	\$ 4.42
5,001 - 10,000	\$ 3.22	\$ 4.70
10,001 - 20,000	\$ 3.42	\$ 4.98
20,001 - 50,000	\$ 3.69	\$ 5.39
> 50,000	\$ 3.87	\$ 5.66

This rate structure will be reviewed on a regular basis to ensure that the rates adequately recover cost of service and conform to the goals of this plan. In order to meet critical needs of the City's water system, it is the City's intention to increase the rates for minimum and volume charges each year as outlined by separate ordinances.

7. Wholesale Water Contracts

The City, as part of contracts for sale of water, will require any other entity re-selling water to adopt applicable provisions of the City's WCP or have a plan in effect, previously adopted, meeting the basic requirements of 30 TAC §288. These provisions will be through contractual agreement prior to the sale of any water to the water re-seller. It should be noted that at this time, the City does not have any wholesale water contracts.

8. Coordination with Regional Water Planning Group

The City's water service area is located within the Region K (Lower Colorado Region) planning area. The City has provided a copy of this plan to the Region K Group. A copy of the submission letter is provided in Appendix E of this plan.

9. Water Conservation Plan Adoption and Enforcement

This Water Conservation Plan was adopted by the Bastrop City Council; a copy of the corresponding ordinance is included in Appendix F of this plan. The City Manager, or designee thereof, will be responsible for the implementation and enforcement of the plan and educating all City staff personnel. Implementation of the plan by City staff shall begin immediately in 2020 upon adoption.

10. Reporting Requirements

Each entity required to submit a WCP to the TWDB shall file a report annually, no later than May 1st, on the entity's progress in implementing each of the minimum requirements of the WCP. The annual report is to be submitted electronically to the TWDB, as described at:

<http://www.twdb.texas.gov/conservation/municipal/plans/ARs.asp>

11. Plan Review and Update

The City will review and update this Water Conservation Plan based on an assessment of the 5-year and 10-year targets and any other new or updated information. The City will review and update the next revision of its WCP every five (5) years to coincide with the regional water planning group.

APPENDIX A

City of Bastrop Utility Profile
TWDB Form No. 1965-R

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Fill out this form as completely as possible.
If a field does not apply to your entity, leave it blank.

CONTACT INFORMATION

Name of Utility: City of Bastrop

Public Water Supply Identification Number (PWS ID): TX0110001

Certificate of Convenience and Necessity (CCN) Number: Water - 11198; Sewer - 20466

Surface Water Right ID Number: N/A

Wastewater ID Number: WQ0011076001

Completed By: Curtis Hancock Assistant Director
Title: Public Works

Physical: 300 Water Street
Address: Mailing: P.O. Box 427 City: Bastrop Zip Code: 78602

Email: chancock@cityofbastrop.org Telephone Number: 512-332-8960

Date: 12/16/2019

Regional Water Planning Group: Region K [Map](#)
Lost Pines

Groundwater Conservation District: GCD [Map](#)

Check all that apply:

- ☐ Received financial assistance of \$500,000 or more from TWDB
- ☒ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

Section I: Utility Data

A. Population and Service Area Data

- Current service area size in square miles: 11
(Attach or email a copy of the service area map.)
- Provide historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Service
2014	7,716	0	7,092
2015	7,834	0	7,228
2016	8,080	0	7,363
2017	8,391	0	7,714
2018	8,508	0	7,841

- Provide the projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Service
2020	9,653	0	10,540
2030	13,088	0	15,210
2040	17,553	0	22,320
2050	23,603	0	27,466
2060	31,775	0	33,108

- Describe the source(s)/method(s) for estimating current and projected populations.

Historical Population Served by Retail Water Service - based on the reported population served in the City's annual TWDB Water Use Surveys.

Projected Population Served by Retail Water Service - equal to the population projections provided in the Region K 2016 Regional Water Plan.

Historical Population Served by Wastewater Service - calculated by using internal billing reports that show number of sewer connections; added multi-family units; and then multiplied by 2.49 (population equivalent provided by TCEQ). For example: Dec. 2014 residential sewer customers is 2,130. Multi-family units are 718. So, $(2130+718) * 2.49 = 7,092$.

Projected Population Served by Wastewater Service - based on design info. for new WWTP.

D. Projected Demands

1. Estimate the water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demands (gallons)
2020	9,653	595,261,662
2021	9,997	616,474,758
2022	10,341	637,687,853
2023	10,685	658,900,949
2024	11,029	680,114,045
2025	11,373	701,327,140
2026	11,717	722,540,236
2027	12,061	743,753,331
2028	12,405	764,966,427
2029	12,749	786,179,523

2. Describe sources of data and how projected water demands were determined. Attach additional sheets if necessary.

Population - The current Region K data for population projections (current planning cycle) for the City of Bastrop was used to determine population growth over the next decade. An annual average growth rate of 344 people per year was calculated based on the projected 2020 and 2030 populations.

Water Demand - estimated using the historic 5-year average for Total GPCD. Projected water demands do not account for/incorporate water conservation goals provided in subsequent sections of this Utility Profile.

E. High Volume Customers

1. List the annual water use, in gallons, for the five highest volume **RETAIL customers**. Select one of the following water use categories to describe the customer; choose Residential, Industrial, Commercial, Institutional, or Agricultural.

Retail Customer	Water Use Category*	Annual Water Use	Treated or Raw
Bastrop County Law Center	Commercial	111,250	Treated
Bastrop Walnut Ridge	Commercial	86,714	Treated
Bucees	Commercial	63,890	Treated
Texas Parks and Wildlife	Commercial	51,988	Treated
Brite and Shiny Carwash	Commercial	42,564	Treated

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

2. If applicable, list the annual water use for the five highest volume **WHOLESALE customers**. Select one of the following water use categories to describe the customer; choose Municipal, Industrial, Commercial, Institutional, or Agricultural.

Wholesale Customer	Water Use Category*	Annual Water Use	Treated or Raw
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

F. Utility Data Comment Section

Provide additional comments about utility data below.

Water System Description - The City of Bastrop's Water and Wastewater Department manages a water distribution service area covering an extent of approximately 11 square miles in area and serving a population of approximately 8,510 people. The city has approximately 4,100 retail connections. Connections within the system are categorized and broken out by percentage of the total water usage as follows: single family residential (66%), multi-family residential (18%), and commercial (17%). The City provides drinking water to its customers from groundwater produced from the City's seven (7) active groundwater wells capable of producing up to 6.91 million gallons per day (MGD). This groundwater is treated at the City's two (2) water treatment plant facilities before entering the distribution system. Customers are served through a network of approximately 70 miles of transmission and distribution lines ranging in size from 2-inch through 16-inch in diameter.

Section II: System Data

A. Retail Connections

1. List the active retail connections by major water use category.

Water Use Category*	Active Retail Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Residential – Single Family	2,699		2,699	66%
Residential – Multi-family (units)	718		718	18%
Industrial	0		0	0%
Commercial	680		680	17%
Institutional	0		0	0%
Agricultural	0		0	0%
TOTAL	4,097	0	4,097	

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

2. List the net number of new retail connections by water use category for the previous five years.

Water Use Category*	Net Number of New Retail Connections				
	2014	2015	2016	2017	2018
Residential – Single Family	73	47	99	125	47
Residential – Multi-family (units)	-80	0	0	0	0
Industrial					
Commercial	50	-36	-13	22	21
Institutional					
Agricultural					
TOTAL	43	11	86	147	68

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

B. Accounting Data

For the previous five years, enter the number of gallons of RETAIL water provided in each major water use category.

Water Use Category*	Total Gallons of Retail Water				
	2014	2015	2016	2017	2018
Residential - Single Family	145,211,834	209,761,800	183,589,000	203,218,100	201,295,300
Residential – Multi-family	43,788,666	43,790,500	51,989,727	53,658,627	47,980,915
Industrial					
Commercial	209,547,600	184,368,600	201,496,773	193,500,273	205,569,685
Institutional					
Agricultural					
TOTAL	398,548,100	437,920,900	437,075,500	450,377,000	454,845,900

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

C. Residential Water Use

For the previous five years, enter the residential GPCD for single family and multi-family units.

Water Use Category*	Residential GPCD				
	2014	2015	2016	2017	2018
Residential - Single Family	52	73	62	66	65
Residential – Multi-family	16	15	18	18	15

D. Annual and Seasonal Water Use

- For the previous five years, enter the gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Retail Water				
	2014	2015	2016	2017	2018
January	28,658,100	36,296,100	29,038,500	31,328,200	32,522,100
February	27,614,200	23,927,220	30,748,800	27,855,500	27,539,900
March	28,000,100	24,531,200	31,783,300	32,633,500	31,856,300
April	28,308,000	25,865,900	30,188,500	35,023,200	36,241,700
May	37,542,200	26,702,700	33,474,500	45,815,500	39,369,700
June	36,101,900	33,075,000	36,932,000	30,454,500	46,267,600
July	34,453,000	39,079,800	50,794,800	54,157,100	52,789,600
August	43,701,800	62,474,300	42,431,700	49,259,800	53,586,500
September	43,595,200	49,677,400	40,760,500	43,596,400	41,221,500
October	31,453,500	53,865,700	38,730,100	48,277,000	31,964,300
November	32,102,500	30,874,100	33,607,300	33,510,700	31,748,900
December	26,117,300	27,767,500	28,557,000	29,501,500	29,147,800
TOTAL	397,647,800	434,136,920	427,047,000	461,412,900	454,255,900

2. For the previous five years, enter the gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Retail Water				
	2014	2015	2016	2017	2018
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL	0	0	0	0	0

3. Summary of seasonal and annual water use.

Water Use	Seasonal and Annual Water Use					Average in Gallons
	2014	2015	2016	2017	2018	
Summer Retail (Treated + Raw)	114,256,700	134,629,100	130,158,500	133,871,400	152,643,700	133,111,880 5yr Average
TOTAL Retail (Treated + Raw)	397,647,800	434,136,920	427,047,000	461,412,900	454,255,900	434,900,104 5yr Average

E. Water Loss

Provide Water Loss data for the previous five years.

Water Loss GPCD = [Total Water Loss in Gallons ÷ Permanent Population Served] ÷ 365

Water Loss Percentage = [Total Water Loss ÷ Total System Input] x 100

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2014	81,758,785	29	17%
2015	23,610,917	8	5%
2016	36,023,508	12	7%
2017	56,537,525	18	11%
2018	80,627,950	26	15%
5-year average	55,711,737	19	11%

F. Peak Water Use

Provide the Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2014	1,234,000	1,714,000	1.39
2015	1,271,000	2,323,000	1.83
2016	1,315,000	2,314,000	1.76
2017	1,411,000	2,817,000	2.00
2018	1,484,000	2,546,000	1.72

G. Summary of Historic Water Use

Water Use Category	Historic 5-year Average	Percent of Connections	Percent of Water Use
Residential SF	188,615,207	66%	0%
Residential MF	48,241,687	18%	0%
Industrial	0	0%	0%
Commercial	198,896,586	17%	0%
Institutional	0	0%	0%
Agricultural	0	0%	0%

H. System Data Comment Section

Provide additional comments about system data below.

Section III: Wastewater System Data

If you do not provide wastewater system services then you have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the [Water Conservation Plan Checklist](#) to complete your Water Conservation Plan.

A. Wastewater System Data (Attach a description of your wastewater system.)

- Design capacity of wastewater treatment plant(s): 1,400,000
gallons per day.
- List the active wastewater connections by major water use category.

Water Use Category*	Active Wastewater Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	2,431		2,431	81%
Industrial			0	0%
Commercial	561		561	19%
Institutional			0	0%
Agricultural			0	0%
TOTAL	2,992	0	2,992	

- What percent of water is serviced by the wastewater system? 96%
- For the previous five years, enter the number of gallons of wastewater that was treated by the utility.

Month	Total Gallons of Treated Wastewater				
	2014	2015	2016	2017	2018
January	22,612,000	26,056,000	25,286,000	27,621,000	26,793,000
February	21,223,000	21,857,000	23,675,000	25,593,000	24,615,000
March	24,298,000	26,743,000	27,901,000	29,760,000	28,826,000
April	23,662,000	27,420,000	31,428,000	28,458,000	27,507,000
May	27,146,000	34,613,000	34,914,000	30,297,000	30,642,000
June	26,962,000	29,418,000	29,105,000	28,541,000	30,204,000
July	25,623,000	29,701,000	29,646,000	28,679,000	30,830,000
August	26,275,000	28,918,000	34,353,000	34,656,000	31,679,000
September	26,446,000	26,346,000	29,156,000	28,344,000	30,748,000
October	26,243,000	29,864,000	27,969,000	28,158,000	31,608,000
November	24,195,000	28,349,000	26,256,000	26,679,000	28,878,000
December	24,227,000	26,958,000	29,076,000	27,090,000	30,244,000
TOTAL	298,912,000	336,243,000	348,765,000	343,876,000	352,574,000

4. Can treated wastewater be substituted for potable water?

☐

Yes

☒

No

B. Reuse Data

1. Provide data on the types of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site irrigation	
Plant wash down	Minimal
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation pond	
Other	
TOTAL	0

C. Wastewater System Data Comment

Provide additional comments about wastewater system data below.

Wastewater System Description - Raw wastewater in the City is conveyed through a network of over 54 miles of wastewater collection lines and numerous lift stations to the City's wastewater treatment plant facility. The facility is located on the south end of Water Street and is comprised of two (2) treatment plant units which discharge treated effluent to the Colorado River under TPDES permit WQ0011076001. The City is also under contractual obligations to treat up to 200,000 gallons per day (GPD) of wastewater flows from Bastrop County Water Control and Improvement District #2 (BCWCID #2). In total for 2018, the wastewater treatment plant facility treated an average daily flow of approximately 0.97 MGD; the design capacity of the wastewater treatment facility is 1.4 MGD. The City is currently in the planning and design phase for a new wastewater treatment plant facility. The new wastewater treatment plant facility is being designed for a phased build-out approach to cover the City's projected wastewater demands for the future. Once completed, the new plant will replace the existing wastewater treatment plant facility.

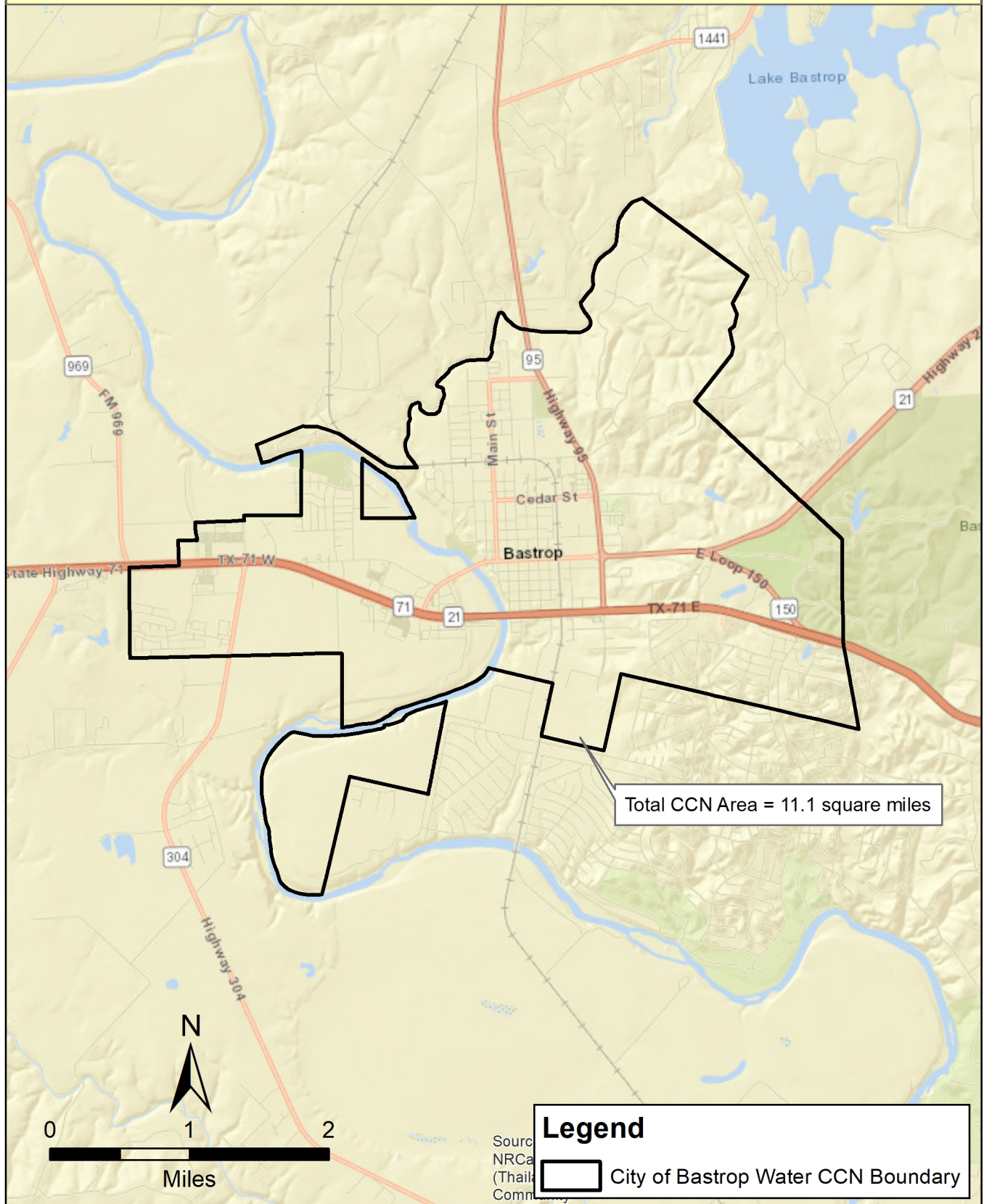
The City has received authorization from the TCEQ for reuse of Type I and Type II wastewater effluent from the City's wastewater treatment plant facility. Historically under this authorization, the City has provided reuse water to support local construction activities and operations at the City's wastewater treatment facility. Currently, the City is not utilizing reuse water as additional capital improvements to supporting pumping and storage facilities are needed before the system can be brought back online.

You have completed the Utility Profile. [Save and Print this form to submit with your Plan. Continue with the Water Conservation Plan Checklist to complete your Water Conservation Plan.](#)

APPENDIX B

City of Bastrop Water CCN Map

City of Bastrop Water CCN No. 11198



APPENDIX C

5-year and 10-year Goals for Water Savings
TWDB Form No. 1964

WATER CONSERVATION PLAN 5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: CITY OF BASTROP

Water Conservation Plan Year: 2019

	Historic 5yr Average	Baseline	5-yr Goal for year <u>2024</u>	10-yr Goal for year <u>2029</u>
Total GPCD ¹	169	169	165	161
Residential GPCD ²	80	80	78	76
Water Loss (GPCD) ³	19	19	17	16
Water Loss (Percentage) ⁴	11 %	11 %	10 %	10 %

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

APPENDIX D

City of Bastrop Drought Contingency Plan

9/5/2019

Texas Commission on Environmental Quality
P.O. Box 13087
Resource Protection Team
MC-160
Austin, TX 78711-3087

Attn: Resource Protection Team

Re: Updated Drought Contingency Plan for the City of Bastrop, TX

To the Resources Protection Team

The City of Bastrop (City) has recently revised and updated their Drought Contingency Plan (DPC) in accordance with the rules and requirements provided by the Texas Commission on Environmental Quality (TCEQ). The current plan, which was adopted by Bastrop City Council on August 27, 2019, replaces the previous DCP for the City dated May 2012.

The updated DCP is provided as an attachment to this letter. Also included as attachments are the following:

- Summary log of revisions to current plan from previous plan;
- Cover letter for the DCP submittal to the Region K Regional Water Planning Group; and
- Copy of the signed City of Bastrop City Council resolution adopting the updated DCP.

The TCEQ previously provided a notice dated July 24, 2019 to the City reminding the City of the deadlines for the DCP and the City's Water Conservation Plan. After further discussion with TCEQ staff, it was clarified that the City is not required to submit a Water Conservation Plan to the TCEQ as the City is not a surface water right holder. The City is in the process of updating their Water Conservation Plan for submission to the Texas Water Development Board pursuant to the rules and requirements under 31 TAC 363.

Please feel free to contact me directly should you have any questions concerning these items.

Sincerely,



DANIEL M. FRAZIER, P.E.
PROJECT MANAGER

W 512.382.0021 M 512.960.0081

DF

Attachments: City of Bastrop Drought Contingency Plan (August 2019); Summary Log of DCP Revisions, Cover Letter for DCP Submittal to the Region K Regional Water Planning Group; Bastrop City Council Resolution Adopting Current DCP

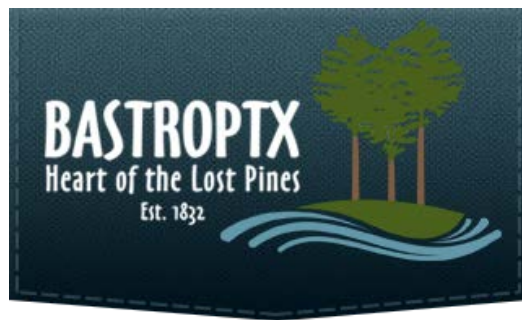
Electronic Delivery

Cc: Project File

Attachment 1 – Updated Drought Contingency Plan for the City of Bastrop (August 2019)

CITY OF BASTROP

DROUGHT CONTINGENCY PLAN



Adopted: August 27, 2019

Prepared by:



AMENDED DROUGHT CONTINGENCY PLAN FOR THE CITY OF BASTROP, TEXAS

Introduction and Background

The City of Bastrop provides utility services which includes providing treated water to its residents. Refer to the information below concerning general details for the city's water utility.

- Name of Utility: City of Bastrop
- Address: 300 Water Street., Bastrop, TX 78602
- Water CCN#: 11198
- PWS #: TX0110001

Safe, high quality drinking water is a precious resource in the Bastrop region. This Drought Contingency Plan (Plan) requires that the available resources of the City of Bastrop be put to the most beneficial use possible. The Plan also requires that the waste, unreasonable use, or unreasonable method of use of water be prevented and that conservation of water be extended with a view to reasonable and beneficial use in the interests of public health and welfare of the Bastrop community.

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Bastrop hereby adopts the following regulations and restrictions on the delivery and consumption of water by ordinance.

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section XI of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Bastrop by means of public hearing during a City Council meeting on August 27, 2019.

Section III: Public Education

The City of Bastrop will periodically provide the public with information about the Plan as well as water conservation and drought conditions, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of paid advertisements, public notices, press releases, publication through City social media account(s), and/or utility bill inserts.

Section IV: Coordination with the Lower Colorado Regional Water Planning Group

The service area of the City of Bastrop is located within the Lower Colorado Regional Water Planning Region (Region K) and the City of Bastrop has provided a copy of this plan to the Lower Colorado Regional Water Planning Group.

Section V: Authorization

The City Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee shall have authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. This Plan shall also be referenced in, and become an Appendix to, the City of Bastrop Emergency Management Plan, Annex L; Utilities.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Bastrop. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities. Utilization of a water source other than City potable water is exempt from the provisions of this Plan.

Section VII: Permanent Water Restrictions

This section establishes permanent water conservation regulations and applies year-round regardless of Drought stage.

- (a) Landscape irrigation using automatic in-ground or hose-end sprinkler systems is prohibited between the hours of 9:30 a.m. and 6:30 p.m.
 - 1. The time restrictions do not apply to:
 - i. The irrigation of commercial plant nurseries.
 - ii. Irrigation using reclaimed water or other non-potable water sources.
 - iii. New landscape installation during planting and the first ten (10) days after planting.
 - iv. The testing of new irrigation systems or systems that are under repair.
 - v. Irrigation using a hand-held bucket or hose equipped with a positive shut-off valve, pressure washer system, or other device that automatically shut off water flow when the hose is not being held by the water user.
 - vi. Irrigation by drip irrigation or soaker hoses.
- (b) The following constitute a waste of water and are prohibited:
 - 1. Washing sidewalks, walkways, driveways, parking lots, tennis courts, patios, or other hard-surfaced areas except with a pressure-washing system or to alleviate immediate health or safety hazards.
 - 2. Allowing water to run off a property or allowing water to pond or pool in the street, parking lot, or sidewalk.
 - 3. Operating an irrigation system with sprinkler heads that are broken or out of adjustment.
 - 4. Failure to repair a controllable leak(s) within a reasonable time period after having been given notice directing the repair of such leak(s).
- (c) Ornamental fountains or ponds for aesthetic or scenic purposes must be equipped with a recirculation device. This restriction does not apply to ornamental fountains or ponds that use reclaimed water, non-potable water, or water provided by sources other than the City.
- (d) Use of water for irrigation of golf course greens, tees, and fairways is permitted only on designated watering days as outlined in Section X of this plan. Such irrigation shall only occur from 1:00 a.m. to 7:00 a.m. and from 8:00 p.m. to midnight. These restrictions do not apply to irrigation of any golf course that uses reclaimed water or other non-potable sources.

Section VIII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Bastrop.

Daily water demand: the total amount of water pumped or otherwise released into distribution system(s) for customer use. Expressed in gallons, which are metered in a given 24-hour period (gallons per day).

Declaration of disaster: that action taken by the Mayor, as authorized by the City of Bastrop Emergency management Basic Plan and the Texas Disaster Act of 1975, when the Mayor determines that the public health, safety, and welfare may be threatened by a disastrous event, or the imminent threat of such an event.

Director: the director of water and wastewater, City of Bastrop, Texas.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drip irrigation: also known as *trickle irrigation* or *micro-irrigation* is an irrigation method which minimizes the use of water and fertilizer by allowing water to drip slowly to the roots of plants through a network of valves, pipes, tubing, and emitters.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Hose-end sprinkler: designed to screw into a standard hose and rest on the ground wherever you drag it and set it down; it then delivers water in a spray pattern in the immediate area.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are neither essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic water use or scenic purposes except where necessary to support aquatic life;

(h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Total production capability: the total net aggregate amount of water that can be produced from all water wells capable of supplying water to the system in any given 16-hour period.

Trigger: a threshold level to be used as an initiation or termination point for actions based on certain mathematical criteria, or as per the authority granted by Section 13.06.013 of the Bastrop City Code of Ordinances.

Section IX: Criteria for Initiation and Termination of Drought Response Stages

Daily water demand will be monitored for emergency conditions by the City Manager or his/her designee. Trigger conditions will be based on an emergency situation caused by a natural disaster, equipment or system failure, natural or manmade contamination, high daily average water demand, or any other condition that substantially and negatively affects the City's potable water supply. The City Manager, on either the recommendations of the Director or pursuant to their sole discretion and authority, shall determine when conditions warrant initiation or termination of each stage of the Plan.

The triggering criteria described below are based on a statistical analysis of the vulnerability of the water source under drought of record condition, and on known system capacity limits.

Stage 1 Trigger -- MILD Water Shortage Conditions / Water Awareness

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain non-essential water uses, as provided in Section X of this Plan, when daily water demand exceeds 85% of Total Production Capability for three (3) consecutive days or water demand approaches a reduced delivery capacity for all or parts of the system, and the City Manager determines that no circumstances exist that will decrease the demand except conservation by customers.

Requirements for termination

Stage 1 of the Plan may be terminated or rescinded when all of the conditions listed as triggering events have ceased to exist for a period of (3) consecutive days and would be unlikely to recur upon termination, or until such time as determined by the City Manager.

Stage 2 Trigger -- MODERATE Water Shortage Conditions / Water Watch

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses, as provided in Section X of this Plan, when the daily water demand exceeds 90 % of Total Production Capability for three (3) consecutive days, and that response measures required by Stage 1 trigger – MILD Water Shortage Conditions / Water Awareness have been implemented, and the City Manager determines that no circumstances exist that will decrease the demand below the Stage 2 Trigger except conservation by customers.

Requirements for Termination

Stage 2 of the Plan may be terminated or rescinded when all of the conditions listed as triggering events have ceased to exist for a period of (3) consecutive days and would be unlikely to recur upon termination, as determined by the City Manager. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Trigger -- CRITICAL Water Shortage Conditions

Requirements for Initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses, as provided in Section X of this Plan, when the daily water demand exceeds 95 % of Total Production Capability for three (3) consecutive days, and that response measures required by Stage 2 trigger – MODERATE Water Shortage Conditions / Water Watch have been implemented, and the City Manager determines that no circumstances exist that will decrease the demand below the Stage 3 Trigger except conservation by customers.

Requirements for Termination

Stage 3 of the Plan may be terminated or rescinded when all of the conditions listed as triggering events have ceased to exist for a period of (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Trigger -- EMERGENCY Water Shortage Conditions / Water Emergency

Requirements for Initiation

Customers shall be required to comply with the requirements and restrictions for Stage 4 of this Plan when the City Manager determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause substantially significant threat of a loss of capability to provide water service; or
2. Natural or man-made contamination of the water supply sources(s); or
3. Daily water demand equals or exceeds 100 % of the Total Production Capability for three (3) consecutive days.

Requirements for Termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days and would be unlikely to recur upon termination, as determined by the City Manager. Upon termination of Stage 4, the City Manager may impose requirements of Stage 1, 2, or 3 of the Plan if circumstances exist that require continued abatement to the effects of the emergency water shortage condition.

Stage 5 Trigger — WATER ALLOCATION

Requirements for Initiation

Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan if the City Manager makes the determination that water shortage conditions threatened public health, safety, and welfare due to the type, effect, or magnitude of such conditions.

Requirements for Termination

Stage 5 of the plan may be rescinded when the City Manager makes a determination that the triggering conditions no longer threaten public health, safety, and welfare of the City of Bastrop water utility customers.

Section X: Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section IX of this Plan, and the City Manager will determine if conditions exist that would trigger any of the designated drought stages, and if so, shall implement the following notification protocol:

Notification of the Public:

The City Manager or his/her designee shall notify the public by means of:

- (a) Publication in a newspaper of general circulation, and/or direct mail to customers, or
- (b) Public service announcements, or signs posted in public places, or

- (c) Notice posted on the City of Bastrop's website at <https://www.cityofbastrop.org>

Additional Notification:

The City Manager or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- (a) Mayor / Members of the City Council
- (b) Fire Chief
- (c) City and/or County Emergency Management Coordinator(s)
- (d) County Judge
- (e) State Disaster District / Department of Public Safety
- (f) TNRCC (required when mandatory restrictions are imposed) Major water users
- (g) Critical water users; i.e. hospitals, clinics and nursing homes
- (h) City of Bastrop Department Heads

Stage 1 Response -- MILD Water Shortage Conditions

Target: Raise public awareness of water demand conditions and achieve a voluntary reduction such that daily water demand is equal to 85 % or less of Total Production Capability.

Best Management Practices for Supply Management:

The City Manager shall implement supply management measures that include reduction in flushing of water mains, visually inspect lines and repair leaks on a daily basis, monthly review of customer use/consumption records and follow-up on any that have unusually high usage, as well as conservation of incidental water usage at water and wastewater plants. Activities shall be implemented which include increased monitoring of meters, gauges, water levels in tanks, and water well production data.

Voluntary Water Use Restrictions for Reducing Demand:

Water customers are requested to voluntarily limit the use of water for nonessential purposes and to practice water conservation.

- (a) Restricted Days/Hours: Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of 12:00 a.m. (midnight) and 7:00 a.m., and between the hours of 6:00 p.m. to 9:00 p.m. on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) All general operations of the City of Bastrop shall adhere to mandatory water use restrictions prescribed for Stage 2 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response –MODERATE Water Shortage Conditions

Target: Achieve a reduction in water use such that daily water demand is equal to 90% or less of Total Production Capability.

Best Management Practices for Supply Management:

The City Manager shall implement supply management measures that discontinue flushing of water mains, irrigation of public landscaped areas and all water usage at water and wastewater plants not required for direct operations of the facilities.

Mandatory Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all City of Bastrop water utility customers.

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigate landscapes only between the hours of 4:00 a.m. and 8:00 a.m. and between the hours of 8:00 p.m. and 12:00 a.m. (midnight) on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 7:00 p.m. until 11:00 p.m. Such washing, when allowed, shall be done with a faucet-filled bucket or a hand-held hose equipped with a positive shut-off nozzle. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days during the hours prior to 8:00 a.m. and the hours after 8:00 p.m.
- (d) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City Manager.
- (e) Use of water for the irrigation of athletic fields or golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of 4:00 a.m. and 8:00 a.m. and the hours of 8:00 p.m. and 12:00 a.m. (midnight). However, if the athletic field or golf course utilizes a water source other than that provided by the City of Bastrop, the facility shall not be subject to these regulations.
- (f) The following uses of water are defined as non-essential and are prohibited:
 - 1. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - 2. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - 3. Use of water for dust control;
 - 4. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - 5. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response - CRITICAL Water Shortage Conditions

Target: Achieve a reduction in water use such that daily water demand is equal to 95% or less of Total Production Capability.

Best Management Practices for Supply Management:

The City Manager shall implement supply management measures that discontinue flushing of water mains, irrigation of public landscaped areas and all water usage at water and wastewater plants not required for direct operations of the facilities. Water usage at all City buildings shall be restricted to health, sanitation, cleanliness or firefighting purposes.

Mandatory Water Use Restrictions:

Under threat of penalty for violation, the following water use restrictions shall apply to all City of Bastrop water utility customers:

- (a) Irrigation of landscaped areas by means of hand-held hoses, hand-held buckets or drip irrigation shall be limited to designated watering days, as outlined in Stage 2 of this Plan and between the hours of 6:00 a.m. and 8:00 a.m. and between 8:00 p.m. and 12:00 a.m. (midnight). The use of hose-end sprinklers or automatic sprinkler systems are prohibited at all times.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 8:00 and 6:00 p.m.
- (c) The filling, refilling, or adding of water to indoor or outdoor swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (e) No new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved or installed for such time as this drought response stage or a higher-numbered stage shall be in effect.
- (f) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare. Use of water from fire hydrants for construction purposes is prohibited.
- (g) Use of water for the irrigation of athletic fields or golf course greens, tees, and fairways is prohibited. However, if the athletic field or golf course utilizes a water source other than that provided by the City of Bastrop, the facility shall not be subject to these regulations.
- (h) All non-essential uses of water as listed in Stage 2 of this plan are prohibited.

Stage 4 Response - EMERGENCY Water Shortage Conditions

Target: Achieve reduction in daily water demand sufficient to assure protection of public health, safety, and welfare of the City of Bastrop water utility customers.

Best Management Practices for Supply Management:

The City Manager shall implement supply management measures that discontinue flushing of water mains, irrigation of public landscaped areas and all water usage at water and wastewater plants not required for direct operations of the facilities. Water usage at all City buildings shall be restricted to health, sanitation, cleanliness or firefighting purposes.

Mandatory Water Use Restrictions:

Under threat of penalty for violation, all requirements of Stage 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (c) Curtailment of service to persons shown to be of violation of prohibited uses of water may be ordered by the City Manager, if the City Manager determines that such curtailment would not be detrimental to the public health, safety, and welfare, and determines that such curtailment would benefit the mitigation of Stage 4 conditions.

Stage 5 Response - WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare due to the duration, type, effect or magnitude of such conditions, and a Declaration of Disaster has been issued relating to such conditions, the City Manager is hereby authorized to allocate water according to the following plan. In addition to other restrictions required in Stage 2, 3, or 4 Response, a monthly water allocation may be established by the City Manager for single family residential water customers.

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	4,500
3 or 4	5,500
5 or 6	6,500
7 or 8	7,500
9 or 10	8,500
11 or more	10,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Bastrop of a greater number of persons per household on a form prescribed by the City Manager. It shall be the customer's responsibility to go to the City of Bastrop offices to complete and sign the form claiming more than two (2) persons per household. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Bastrop on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of Bastrop in writing. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Bastrop of a reduction in the number of persons in a household shall be subject to penalties set forth in Section XI of this Plan.

Residential water customers shall pay the following surcharge: 125 % of the normal and routine charge for water billed in excess of allocation.

Master-Metered Multi-Family Residential Customers

In addition to other restrictions in Stage 2, 3 or 4 Responses, a monthly water allocation may be established by the City Manager for master-metered multi-family water customers. The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. A dwelling unit may be claimed under this provision whether it is occupied or not. Any person who knowingly, recklessly, or with criminal negligence falsely reports the

number of dwelling units served by a master meter shall be subject to penalties set forth in Section XI of this Plan.

Customers billed from a master meter under this provision shall pay the following monthly surcharge: 125 % of the normal and routine charges for water billed in excess of allocation.

Commercial Customers

In addition to other restrictions in Stage 2, 3 or 4 Responses, a monthly water allocation may be established by the City Manager for each commercial customer. The commercial customer's allocation shall be no less than 75 percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. However, a customer for which 75 percent of the monthly usage is less than 6,000 gallons, shall be allocated 6,000 gallons. Upon request of a customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage or (2) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Bastrop City Council.

Non-residential commercial customers shall pay the following surcharges: 150 % of the normal and routine charges for water billed in excess of allocation.

Industrial Customers

In addition to other restrictions in Stage 2, 3 or 4 Responses, a monthly water allocation may be established by the City Manager for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be no less than 85 percent of the customer's water usage baseline. However, a customer of which 85 percent of the monthly usage is less than 6,000 gallons, shall be allocated 6,000 gallons. The industrial customer's water use baseline will be computed on the average water use for the three month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer's billing history is shorter than 3 months, the monthly average for the period for which there is a record shall be used. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period for baseline calculation does not accurately reflect the customer's normal water usage, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shut down or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, or (5) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Bastrop City Council.

Industrial customers shall pay the following surcharges: 150 % of the normal and routine charges for water billed in excess of allocation.

Section XI: Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City of Bastrop for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by in accordance with provisions of this plan.

(b) Any person who violates this Plan is guilty of a Class C misdemeanor and, upon conviction shall be punished by a fine of not less than FIFTY DOLLARS (\$50.00) and not more than FIVE HUNDRED DOLLARS (\$500.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of two or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be

restored only upon payment of a re-connection charge, hereby established at \$25.00, and any other costs incurred by the City of Bastrop in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the District Court.

(c) Any person, including a person classified as a water customer of the City of Bastrop, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show the he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Any police officer, Code Compliance Official, building official or other City of Bastrop employee designated by the City Manager, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the Municipal Court on the date shown on the citation for which the date shall not be less than three (3) days nor more than five (5) days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over fourteen (14) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in Municipal Court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in Municipal Court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in Municipal Court before all other cases.

Section XII: Variances

The City Manager may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Bastrop within five (5) days after the Plan or particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

- (h) Other pertinent information.

Variances granted by the City Manager shall be subject to the following conditions, unless waived or modified:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted in a particular stage shall expire upon advancing to a more restrictive stage of the Plan.
- (c) Petitioners shall promptly display the variance granted where it can be read by the general public at all location(s) for which the variance applies, and make said variance available to the public.
- (d) Variances granted may be rescinded or revoked by the City Manager if the Petitioner fails to meet specific requirements set forth in the variance. The variance will automatically expire when the Plan is no longer in effect.
- (e) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section XIII: City Manager's Authority to Impose Additional Restrictions

- (a) The City Manager may, in his/her sole discretion, implement mandatory water restrictions in addition to those previously described in this Drought Contingency Plan, to protect the public health and safety in the event of an unusual water system operation event, equipment failure, catastrophic occurrence, or severe weather event.
- (b) The City Manager may implement mandatory restrictions, immediately effective, by public announcement.

Attachment 2 – Summary Log of Revisions from Previous Drought Contingency Plan

2019 Bastrop Drought Contingency Plan
Change Log

Edits	Section	Description
1	General	Renumbered plan sections to be consistent with model template provided by Lower Colorado Planning Group
2	Introduction and Background	Added utility information including name of utility, address, Water CCN #, and Public Water Supply System #
2.1	Introduction and Background	Removed reference to coordination with Regiona K as this is provided in its own dedicated section further down in the Plan
3	Section 1	Added "by ordinance" to the end of first paragraph
4	Section 2	Added in new Section 2 to address public involvement provisions
5	Section 3	Revised paragraph to include the Plan in the first sentence
6	Section 3	Added reference to City social media account
7	Section 4	Modified references to Lower Colorado Regional Water Planning Group to align with how it's referenced in the model template from LCRPG
8	Section 5	Added 'his/her designee' after mentions of City Manager
8.1	Section 7	Reformatted sub-listing to include the 'Time Restrictions do not apply' bullet within the heading bullet of landscape irrigation.
9	Section 9	Replaced 'their' with 'his/her' after reference to City Manager
10	Section 9	Revised Water/Wastewater Director to be Director to match Definitions reference
11	Section 9, Stage 1	Replaced 'Stage 1 conditions' with 'all of the conditions listed as triggering events have ceased to exist' to standardize to language provided in LCRPG model
12	Section 9, Stage 2	Replaced 'Stage 1 conditions' with 'all of the conditions listed as triggering events have ceased to exist' to standardize to language provided in LCRPG model
13	Section 9, Stage 3	Replaced 'Stage 1 conditions' with 'all of the conditions listed as triggering events have ceased to exist' to standardize to language provided in LCRPG model
14	Section 9, Stage 4	Update Item 3 under requirements for initiation to read 'equals or exceeds' in liue of just 'equal'
15	Section 9, Stage 4	Replaced 'Stage 1 conditions' with 'all of the conditions listed as triggering events have ceased to exist' to standardize to language provided in LCRPG model
16	Section 9, Stage 5	Added Stage 5 Trigger Water Allocation to Section IX;
17	Section 10	First paragraph, added reference to City Manager to clarify only City Manager can make determination
18	Section 10	Added 'his/her designee' after mentions of City Manager, for notifications
19	Section 10	Added 'his/her designee' after mentions of City Manager, for additional notifications
20	Section 10	Included URL to city's website under notifications
21	Section10, Stage 1	Changed Goal to Target to align with LCPRPG model template; reworded target statement to indicate demand equal to % of target production in liue of providing mandated decrease. Previous version read as if the % given is the target reduction vs a reduction to get below the %
22	Section10, Stage 1	Changed 'Supply Management Measures' to 'Best Management Practices for Supply Management' in heading to align with language in LCRPG model template
23	Section10, Stage 1	Revised irrigation water times to be 12:00 am; previous version incorrectly listed 12:00 pm as midnight.
24	Section10, Stage 1	changed 'permanenent' to 'mandatory'.

2019 Bastrop Drought Contingency Plan
Change Log

25	Section 10, Stage 2	Changed Goal to Target to align with LCPRPG model template; reworded target statement to indicate demand equal to % of target production in lieu of providing mandated decrease. Previous version read as if the % given is the target reduction vs a reduction to get below the %
26	Section 10, Stage 2	Changed 'Supply Management Measures' to 'Best Management Practices for Supply Management' in heading to align with language in LCRPG model template
27	Section 10, Stage 2	Revised times to be 12:00 am; previous version incorrectly listed 12:00 pm as midnight.
28	Section 10, Stage 3	Changed Goal to Target to align with LCPRPG model template; reworded target statement to indicate demand equal to % of target production in lieu of providing mandated decrease. Previous version read as if the % given is the target reduction vs a reduction to get below the %
29	Section 10, Stage 3	Changed 'Supply Management Measures' to 'Best Management Practices for Supply Management' in heading to align with language in LCRPG model template
30	Section 10, Stage 3	Deleted Restricted Days/Hours as this heading is applicable to multiple subitems, not just the one it was included for. Deleted for consistency
31	Section 10, Stage 3	Added 12:00 a.m. to be consistent with time callouts in used elsewhere in document.
32	Section 10, Stage 4	Changed Goal to Target to align with LCPRPG model template
33	Section 10, Stage 4	Changed 'Supply Management Measures' to 'Best Management Practices for Supply Management' in heading to align with language in LCRPG model template

Attachment 3 – Cover Letter for Drought Contingency
Plan Submittal to the Region K Regional Water Planning
Group

9/3/2019

Lower Colorado River Authority
P.O. Box 220
Austin, TX 78767-0220

Attn: Stacy Pandey

Re: Drought Contingency Plan for the City of Bastrop, Texas

Dear Ms. Pandey:

The City of Bastrop is submitting the enclosed Drought Contingency Plan to the Region K – Lower Colorado Regional Water Planning Group as prescribed by the Texas Commission on Environmental Quality (TCEQ) in 30 TAC §288. This plan is an update to the City's previous drought contingency plan prepared in May 2012, and it was adopted by the City of Bastrop through a council resolution on August 27, 2019. Updates to the current plan have been incorporated based on a review of the Region K 2016 Regional Water Plan and sample model plan guidance provided by the regional planning group.

Please feel free to contact me should you have any questions or comments concerning the information in the enclosed Drought Contingency Plan.

Sincerely,



DANIEL M. FRAZIER, P.E.
PROJECT MANAGER
M 512.960.0081

DF

Attachments: 2019 City of Bastrop Drought Contingency Plan

Postal Delivery

Cc: Project File

Attachment 4 – City Council Resolution Adopting
Current Drought Contingency Plan for the City of
Bastrop

RESOLUTION NO. R-2019-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE ADOPTION OF A DROUGHT CONTINGENCY; REPEALING CONFLICTING PROVISIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas recognizes that the amount of water available to the City of Bastrop and its water utility customers are limited and subject to depletion during periods of extended drought; and

WHEREAS, the City Council of the City of Bastrop, Texas recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a drought contingency plan; and

WHEREAS, as authorized under law, and in the best interests of the customers of the City of Bastrop, the City Council of the City of Bastrop, Texas deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies; and

WHEREAS, the City of Bastrop previously adopted a Drought Contingency Plan and requires it be amended or revised and resubmitted to the Texas Commission on Environmental Quality.

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

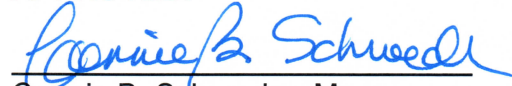
SECTION 1. That the amended Drought Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City of Bastrop.

SECTION 2. That the City Manager is hereby directed to implement, administer, and enforce the Drought Contingency Plan.

SECTION 3. That this resolution shall take effect immediately upon its passage.

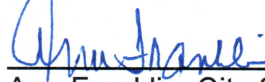
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop,
Texas this 27th day of August 2019.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

APPENDIX E

Regional Water Planning Group – Region K Notification Letter

March XX, 2020

Lower Colorado River Authority
P.O. Box 220
Austin, TX 78767-0220

Attn: Stacy Pandey

Re: Water Conservation Plan for the City of Bastrop, Texas

Dear Ms. Pandey:

The City of Bastrop is submitting the enclosed Water Conservation Plan to the Region K – Lower Colorado Regional Water Planning Group as prescribed by the Texas Water Development Board (TWDB) in 31 TAC §363. This plan is an update to the City's previous water conservation plan (adopted August 2016). The updated plan was adopted by the City of Bastrop by passing Ordinance No. 2020-07 on March 24, 2020. Updates to the current plan have been incorporated based on a review of the City's most recent water use data; these plan updates primarily include revisions to the City's 5-year and 10-year water conservation targets, as well as an updated water utility profile. The City's current Water Conservation Plan is not required to be updated until 2021; however, the City has gone ahead and incorporated the updates in the enclosed plan as this was prepared in conjunction with an update to the City's Drought Contingency Plan.

Please feel free to contact me should you have any questions or comments concerning the information in the enclosed Water Conservation Plan.

Sincerely,

S. **JARED** NIERMANN, P.E.
PROJECT MANAGER
512.382.0021

SJN

Attachments: 2019 City of Bastrop Water Conservation Plan

Postal Delivery

Cc: Project File

APPENDIX F

City of Bastrop City Council Ordinance of Adoption



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 9A

TITLE:

Consider and adopt on first and final reading Ordinance No. 2020-11 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

BACKGROUND/HISTORY

A declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease, and promote the health and safety of individuals in the City of Bastrop; and

POLICY EXPLANATION:

On March 16, 2020 the City Council Confirmed a Declaration of Disaster due to the novel coronavirus (COVID-19). Within that declaration the mayor is granted the authority to take extraordinary measures to protect the health and safety of the citizens of Bastrop.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider and adopt on first and final reading Ordinance No. 2020-11 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

ATTACHMENTS:

- Resolution No. 2020-11
- Emergency order of the Mayor

EMERGENCY ORDINANCE 2020-11

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING AND RATIFYING THE EMERGENCY ORDERS ISSUED BY THE MAYOR AS THE EMERGENCY MANAGEMENT DIRECTOR, AS DESCRIBED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, ENFORCEMENT, AND PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a State of Disaster for all counties in Texas, and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 16, 2020, the Mayor issued a Declaration of Local Disaster to allow the City of Bastrop to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Bastrop residents; and

WHEREAS, Section 418.108 of the Texas Government Code provides that a declaration of local disaster activates the City's Emergency Management Plan; and

WHEREAS, in furtherance of the declaration of local disaster, the Mayor issued certain orders pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, Section 3.15(b) of the Bastrop City Charter allows the City Council to adopt an emergency ordinance relating to the immediate preservation of the public peace, health or safety, and such emergency ordinances shall take effect immediately upon adoption and execution without a second consideration; and

WHEREAS, Section 54.001 of the Texas Local Government Code generally provides the maximum penalties for violations of municipal ordinances, rules, or police regulations; and

WHEREAS, Section 418.173 of the Texas Government Code provides that a local emergency management plan may provide that failure to comply with the plan or with a rule, order, or ordinance adopted under the plan is an offense punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days; and

WHEREAS, the City Council of the City of Bastrop, Texas, finds it reasonable and necessary for the protection of the health and safety of the residents of the City of Bastrop to confirm and ratify the orders issued by the Mayor pursuant to Chapter 418 of the Texas Government Code, as described in **Exhibit A**; and

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

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Emergency Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. CONFIRMATION & RATIFICATION: The City Council of the City of Bastrop, Texas, in accordance with the authority vested in the governing body of the City of Bastrop, Texas, by Section 418.108 of the Texas Government Code, hereby confirms and ratifies the emergency orders issued by the Mayor in furtherance of the declaration of local disaster, as described in **Exhibit A**.

SECTION 3. PUBLIC NOTICE: The City Secretary is hereby directed to give prompt and general publicity to this Emergency Ordinance.

SECTION 4. CONFLICTS: In the case of any conflict between other provisions of this Emergency Ordinance and any existing Ordinance of the City, the provisions of this Emergency Ordinance will control.

SECTION 5. SEVERABILITY: If any provision of this Emergency Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Emergency Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Emergency Ordinance as may be required by governing law. Any person violating any provision of this Emergency Ordinance violates Section 1.08.011 of the Bastrop City Code. In accordance with Section 418.173 of the Texas Government Code, a violation is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE: In accordance with Section 3.15(b) of the Bastrop City Charter, this Emergency Ordinance shall be *effective immediately* upon passage.

SECTION 8. OPEN MEETING: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, ACKNOWLEDGED & APPROVED on the First & Final Reading on this, the 28th day of April 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 9B

TITLE:

Consider action to approve the second reading of Ordinance No. 2020-09 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2019-56, Article 8.05, and providing a penalty not to exceed Five Hundred dollars (\$500.00) for each offense; providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:

Clint Nagy, Interim Chief of Police

BACKGROUND/HISTORY:

Texas State Law requires that the City of Bastrop review our Minors Curfew ordinance every three years. The City of Bastrop adopted our first Minors Curfew ordinance in 1994.

The Minors Curfew ordinance was last reviewed on April 11th, 2017 and adopted on April 25th, 2017. In summer 2019, in conjunction with the creation of the nuisance codes, Interim Chief Nagy conducted a review of the Minors Curfew ordinance. On November 26th, 2019, the new nuisance codes and the Minors Curfew were adopted. In 2019, the City of Bastrop most certainly met our three-year obligation to review the Minors Curfew ordinance, but the review was in conjunction with many other ordinances. This staff report, review, and presentation is stand-alone to ensure that we are obeying Texas State law.

POLICY EXPLANATION:

Texas State law, namely the local government code (section 370.002), requires that the City of Bastrop, while in an open meeting, review the City of Bastrop's Curfew for Minors ordinance every three years.

According to the local government code the City of Bastrop shall;

- review the ordinance's effects on the community and on problems the ordinance was intended to remedy;
- conduct public hearings on the need to continue the ordinance or order; and
- abolish, continue, or modify the ordinance or order.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2020-09 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2019-56, Article 8.05, and providing a penalty not to exceed Five Hundred dollars (\$500.00) for each offense; providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting.

ATTACHMENTS:

- Article 8.05 Minors Curfew Ordinance, Attachment "A"
- PowerPoint with updated curfew violation statistics (single slide)



ORDINANCE NO. 2020-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONTINUING THE CURFEW, FOR MINORS, AS ESTABLISHED IN ORDINANCE 2019-56, ARTICLE 8.05, AND PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council originally adopted a minors curfew ordinance in 1994 and most recently readopted said ordinance on April 25, 2017; and

WHEREAS, Texas Local Government Code Section 370.002 requires home-rule municipalities to review their minor's curfew ordinances every three years to determine the effects on the community and on problems the ordinance was intended to remedy; and

WHEREAS, Texas Local Government Code section 370.002 requires that the City Council conduct public hearings on the need to continue the ordinance or order and consider the efficacy of its regulations related to a curfew for minors in the City of Bastrop, and following the hearing to determine whether, in the judgement of the Council, it is in the best interest of the public safety, health and welfare to either continue, modify or abolish the curfew regulations set out in the City Code; and

WHEREAS, Interim Chief Nagy conducted a review of the minors curfew ordinance during the 2019 nuisance codes ordinance updates and presented his report regarding the curfew ordinance to the City Council; and

WHEREAS, the City Council accepted the findings in Interim Chief Nagy's report and adopted the recommended changes to the curfew ordinance on November 26, 2019 when the City Council adopted Ordinance No. 2019-56; and

WHEREAS, the City Council has reviewed the effects of the City's minors curfew ordinance, codified as Article 8.05 in the City's Code of Ordinances, on the community and its effect on minors, crime and crime victims, in accordance with the Texas Local Government Code; and

WHEREAS, at a regularly scheduled meeting of the City Council, held on April 14th, 2020, the Council conducted a public hearing on the need to continue the ordinance or order and, at the conclusion of the hearing, after considering all information provided and testimony given, the Council found that it is in the best interest of the health, safety and welfare of the citizens of the City, to continue the City's regulations related to a curfew for minors in the City of Bastrop, Texas.

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

Section 1. **FINDINGS OF FACT** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. **READOPTION** Chapter 8, Article 8.05 of the City of Bastrop Code of Ordinances is hereby readopted, and Chapter 8, Article 8.05 shall continue to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment A.

Section 3. REPEALER To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. SEVERABILITY Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. CODIFICATION The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. EFFECTIVE DATE This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

Section 7. PROPER NOTICE & MEETING It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading on the 14th day of April 2020.

READ & APPROVED on Second Reading on the 28th day of April 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ARTICLE 8.05 - MINORS CURFEW

Sec. 8.05.001 - Definitions

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Curfew hours.

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday, until 5:00 a.m. of the following day; and
- (2) 12:01 a.m. until 5:00 a.m. on any Friday or Saturday; and
- (3) During school hours on any Monday, Tuesday, Wednesday, Thursday, or Friday when Bastrop Independent School District public schools are in session.

Custodian. A person over the age of twenty-one (21) who is authorized or designated by a parent, guardian, or court of competent jurisdiction to supervise and control a minor.

Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss which demands immediate action.

Establishment. Any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian.

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor. Any person:

- (1) Ten (10) years of age or older and under seventeen (17) years of age; or
- (2) Seventeen (17) years of age or older and under eighteen (18) years of age.

Operator. Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent. A person who is a natural parent, adoptive parent, or stepparent of the minor (excluding any person whose parental rights have been terminated in accordance with the Texas Family Code).

Public place. Any place in which the public or a substantial group of the public has access, but excluding areas where access is controlled by property owners and/or management by use of signs, policy or personnel. Public places may include but are not limited to, streets, highways, common areas beyond the exterior walls of school buildings, hospitals, apartment houses, office buildings, transport facilities, shops, and shopping centers.

Remain. To:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a peace officer or the owner, operator, or other person in control of the premises.

Serious bodily injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(Ord. No. [2019-56](#), § 2(Att. B), 11-26-19)

Sec. 8.05.002 - Offenses.

- (a) A minor commits an offense if he knowingly remains, walks, runs, stands, drives, rides, or otherwise is present in, on or upon any public place, or any private place other than his place of residence, or on the premises of any establishment within the city during curfew hours.
- (b) A parent, guardian, or custodian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain, walk, run, stand, drive, ride, or otherwise be present in, on, or upon any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator, or any other person in control of a public place or establishment commits an offense if he or she knowingly allows or permits a minor to remain upon the premises of the public place or establishment during curfew hours.

(Ord. No. [2019-56](#), § 2(Att. B), 11-26-19)

Sec. 8.05.003 - Defenses.

- (a) It is a defense to prosecution under section 8.05.002 that the minor was:
 - (1) Accompanied by the minor's parent, guardian, or spouse, or custodian;
 - (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in interstate travel with the consent of the minor's parent, guardian, or custodian;
 - (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (5) Involved in an emergency;
 - (6) On private property at which the minor resides or is present with consent of the parent, guardian, custodian, or spouse;
 - (7) Attending an official school, religious, or other recreational activity supervised by a person over the age of twenty-one (21) and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by a person over the age of twenty-one (21) and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor;
 - (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - (9) A minor who has had disabilities of minority removed in accordance with V.T.C.A., Family Code, ch. 31.
- (b) It is a defense to prosecution under section 8.05.002(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.
- (c) With respect to the school hours curfew only (see section 8.05.001, definition of "curfew hours," subsection (3)), it is a defense that the school which the minor attends was not in session, that the minor is a high school graduate or has equivalent certification, that the minor is on an excused absence from his or her place of schooling, or that the minor is participating in a work-study program which requires the minor to be off campus during school hours.

(Ord. No. [2019-56](#), § 2(Att. B), 11-26-19)

Sec. 8.05.004 - Enforcement procedures.

All enforcement procedures adopted by the police department shall be in compliance with the provisions of the Texas Family Code.

(Ord. No. [2019-56](#), § 2(Att. B), 11-26-19)

Sec. 8.05.005 - Penalties.

- (a) Any minor violating this division shall be guilty of a class C misdemeanor.
- (b) Any other person violating this division shall be guilty of a class C misdemeanor, which shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00).
- (c) When required by V.T.C.A. Family Code, § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 8.05.002 of this division and shall refer the minor to juvenile court.

(Ord. No. [2019-56](#), § 2(Att. B), 11-26-19)

Minors Curfew Ordinance

Curfew Violations

	BPD	BISD	TOTAL
2010-2015	326	2	328
2016	20	23	43
2017	5	54	59
2018	13	65	78
2019	9	34	43
2020YTD	10	9	19
2016-2020	57	185	242

50/50% daytime compared to nighttime violations.

2010-15 to 2016-20YTD about a 35% decrease in violations.

60% = self initiated
40% = call for service



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution No. R-2020-39 of the City Council of the City of Bastrop, Texas stating their intention of the use of funding provided to the Bastrop Chamber of Commerce, Bastrop Homecoming Committee and the Juneteenth Committee from the FY2020 budget; repealing all resolutions in conflict; and providing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The following organizations were funded from the FY2020 budget for specific events that were scheduled to occur during the FY2020 budget year. Due to COVID-19 incident and the restrictions that have been put in place, some of these events will not occur. All these organizations have already received their funding at this time.

Bastrop Chamber of Commerce – Patriotic Festival

Bastrop Homecoming Committee – Bastrop Homecoming and Rodeo

Juneteenth Committee – Juneteenth Celebration

The Interim City Manager has spoken to the organizations to let them know that the City Council is not requesting that the funding be returned, but that instead, it be held for the same events for next year.

POLICY EXPLANATION:

Article III of the City Charter gives the City Council the authority to adopt the budget of the City.

FUNDING SOURCE:

N/A

ATTACHMENTS:

N/A

RESOLUTION NO. R-2020-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, STATING THEIR INTENTION OF THE USE OF FUNDING PROVIDED TO THE BASTROP CHAMBER, BASTROP HOMECOMING COMMITTEE, AND THE JUNETEENTH COMMITTEE FROM THE FY2020 BUDGET; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas adopted the Fiscal Year 2020 budget on September 24, 2019; and

WHEREAS, the Fiscal Year 2020 budget included funding for the Bastrop Chamber of Commerce in the amount of \$25,000, Bastrop Homecoming Committee in the amount of \$20,000 and the Juneteenth Committee in the amount of \$5,000; and

WHEREAS, the funding was to help support the following community events: Patriotic Festival, Homecoming Rodeo, and the Juneteenth Celebration; and

WHEREAS, due to the COVID-19 incident, some community events have been canceled; and

WHEREAS, the City Manager and the City Council of the City of Bastrop, Texas desire to provide funding for these community events and if cancelations have accord in Fiscal Year 2020 would like the funding for these events be carried over by these organizations to Fiscal Year 2021. If this happens there would not be appropriations made in the Fiscal Year 2021 for these events.

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

SECTION 1. The City Council requests that these organizations retain the funding provided for the specified community events and if the event did not take place in Fiscal Year 2020, these funds would be carried over and used to fund the Fiscal Year 2021 event and that there would be no additional appropriation in the Fiscal Year 2021 budget if there is a carryover.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of April 2020.

APPROVED:

Connie Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 9D

TITLE:

Consider action to approve the first reading of Ordinance No. 2020-02 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendors and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date, and property notice and meeting, and move to include on the Council Consent Agenda on May 12, 2020.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The ordinance governing "Mobile Food Vendors" was originally located in Chapter 14 of the City of Bastrop Code of Ordinances. Per the City Council's direction at a joint workshop on the Bastrop Building Block (B³) Codes, the section was removed during the first reading of the ordinance, with the direction to move this section to the Bastrop Code of Ordinance - Chapter 4, "Business Regulations."

Upon second reading at the November 12, 2019 City Council Meeting, additional policy direction was given to staff asking them to bring Mobile Food Vendors back to City Council as a workshop so the item could be discussed in greater detail.

At the January 28, 2020 City Council meeting the following topics were discussed:

- Connections to City Utilities.
- Compatible zoning.
- Protection of the health and safety of the public.
- Site elements: temporary structures, restrooms, and seating.
- Competition with brick & mortar buildings

From that discussion, the attached ordinance contains the following changes from the adopted Mobile Food Vendor Pilot Program, adopted in 2019.

- ❖ Removing hours of operation. Any issues with operating in early or late hours will be address through the enforcement of nuisance regulations.
- ❖ Clarification of three categories for Mobile Food Vendor Location
- ❖ Organizing the ordinance to be codified into Chapter 4 – Business Regulations, Article 4.04 – Peddlers, Solicitors and Vendor

In the attached ordinance changes to the language that City Council has previously seen and adopted is indicated with the following highlights:

Green – existing language moved/reformatted to provide better organization

Red – added language

Red Strikethrough – removed language

Black – no changes from existing code or the previous Mobile Food Pilot Program

The fees were established using two methods.

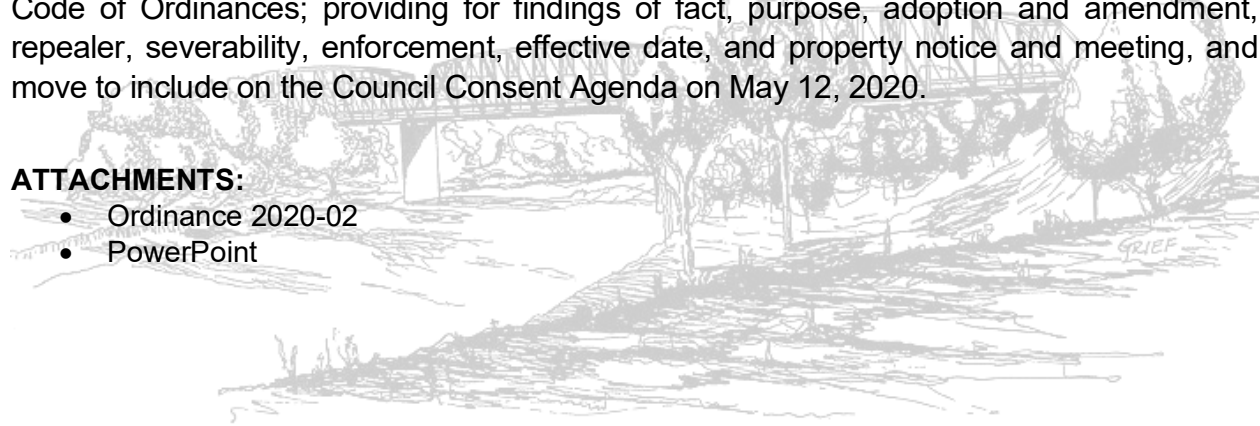
- Planning staff reviewed other cities within Central TX. The fees had a wide range and the average fee was suggested.
- Staff also reviewed eleven restaurants in the area to determine what they paid in property tax so a fee could be developed based on the average of \$4,900.00

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2020-02 of the City Council of the City of Bastrop, Texas (“City”) to amend Article 4.04 - Peddlers, Solicitors and Vendor and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date, and property notice and meeting, and move to include on the Council Consent Agenda on May 12, 2020.

ATTACHMENTS:

- Ordinance 2020-02
- PowerPoint



ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ("CITY") TO AMEND ARTICLE 4.04 - PEDDLERS, SOLICITORS AND VENDORS AND ADOPT DIVISION 4 – REQUIREMENTS APPLICABLE FOR MOBILE FOOD VENDORS IN THE BASTROP, TEXAS CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT, PURPOSE, ADOPTION AND AMENDMENT, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas, is a Home Rule city incorporated in and operating under the laws of the State of Texas; and

WHEREAS, the City Council seeks to protect the public health, safety, and welfare through a comprehensive regulatory program that includes food safety standards; and

WHEREAS, with these regulations, the City Council addresses potential health risks posed by Mobile Food Vendors and the applicability of certain state and local health codes; and

WHEREAS, the City Council has assessed potential traffic safety threats, the utility needs of Mobile Food Units in terms of water, wastewater, electricity, gas, and telecommunications, and how those demands correspond to the community's utility plans and infrastructure; and

WHEREAS, the City Council is authorized to regulate Mobile Food Vendors by virtue of the Texas Constitution, the Texas Health and Safety Code, the Texas Administrative Code, the city's police power and by Chapters 51, 54, 211, 212, 214, 216, and 217 of the Texas Local Government Code; and

WHEREAS, the City Council now adopts the appropriate administrative and regulatory amendments, rules and procedures.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AS FOLLOWS:

SECTION 1: FINDINGS OF FACT: The foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2: PURPOSE: This ordinance establishes regulations for Mobile Food Vendors. The purpose of the regulations are to ensure the public safety, convenience, and protection of the City and the citizens of the City while allowing City Council, city staff, mobile food vendors, and citizens the opportunity to experience the pilot program and improve on it if the City Council chooses to make the program permanent.

SECTION 3: ADOPTION AND AMENDMENT: The City Council hereby adopts the Mobile Food Vendor regulations, as attached in Exhibit A.

SECTION 4: REPEALER: In the case of any conflict between the other provisions of this ordinance and any existing ordinance of the City, the provisions of this ordinance will control.

SECTION 5: SEVERABILITY: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this ordinance that can be given effect without the invalid provision.

SECTION 6: ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7: EFFECTIVE DATE: This ordinance shall be effective immediately upon passage and publication.

SECTION 8: PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and APPROVED on First Reading on the 28th day of April 2020.

READ and ADOPTED on Second Reading on the 12th day of April 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

ARTICLE 4.04 - PEDDLERS, SOLICITORS AND VENDORS

DIVISION 1. – GENERALLY

Sec. 4.04.001 - Definitions.

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

As used in this section, these terms shall be defined as follows. Terms appearing in this ordinance but not defined herein shall have the meanings provided in the city's code of ordinances, or if not defined by the city then the common meanings in accordance with ordinary usage.

Commissary. A central preparation facility or other fixed food establishment that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption to mobile, temporary and portable food vendors.

Event. Any occasion or activity where one or more vendors offer goods, services, entertainments, amusements or other like products or activities to the public for profit or for free.

Franchisee. A business entity with whom the city has a current contractual agreement, which entitles the entity to use city rights-of-way or easements for the provision of the entity's services to citizens of the community.

Health Authority. The Bastrop County Environmental and Sanitation Services, or its designee, or any other agency charged with enforcement of regulations applicable to establishments regulated under this ordinance.

Lot Diagram Plan. A diagramed plan that includes property lines, adjacent rights-of-way, location of all Mobile Food Vending Units, parking areas and surface material, maneuvering areas and surface material, seating areas, and any other information reasonably required by the Director of Planning and Development. ~~Concept plans will be approved by the Director of Planning and Development.~~

Mobile Concession Trailer. A vending unit selling items defined as edible goods, which is pulled by a motorized unit and has no power to move on its own.

Mobile Food Cart or Concession Cart. A mobile vending unit, selling items defined as edible goods, that must be moved by non-motorized means.

Mobile Food Truck. A self-contained motorized unit selling items defined as edible goods.

Mobile Food Vending Unit. A Mobile Food Truck, Mobile Food Cart, Concession Cart, or Mobile Concession Trailer.

Mobile Food Vendors. Any business that operates or sells food for human consumption, hot or cold, from a Mobile Food Vending Unit.

Mobile Food Vendor Food Court. A site designed for the operation of one or more Mobile Food Vendors as the primary use.

Motor vehicle. Any vehicle used for the displaying, storing or transporting of articles for sale by a peddler, solicitor, and/or vendor, which is required to be permitted and registered by the state. The term also includes trailers, trucks and automobiles.

Peddler. Any person, entity or organization (other than nonprofit organizations as that term is defined herein), whether a resident of the city or not, that offers merchandise for sale along the streets or rights-of-way, on private or public property, or from door to door.

Peddling, soliciting and/or vending activities. The practices of peddlers, solicitors and/or vendors, as described in this article.

Permit. The document(s) issued by the city authorizing the peddling, soliciting or vending activities, pursuant to this article.

Permittee. The holder of a permit issued by the city issued pursuant to this article.

Solicitation activities. The practices of solicitors as listed in this section.

Solicitor. Any person, whether a resident of the city or not, including an employee or agent of another, traveling either by foot, automobile, truck, or other type of conveyance, who engages in the practice of going door-to-door, house-to-house, or along any streets within the city for the purpose of requesting contribution of funds, soliciting money, property or anything of value, or soliciting the pledge of any type of future donation; or selling or offering for sale any type of property, including but not limited to the sale and/or distribution of goods, tickets, books and pamphlets, for commercial or noncommercial purposes (including but not limited to solicitations for and sales of political, charitable, or religious documents and/or items).

Temporary/seasonal and/or multiple-vendor activity. Those activities that: (1) take place at a single, central location and which are organized and conducted by a single permit applicant for the purpose of holding an event during which two (2) or more vendors, solicitors or peddlers intend to offer goods, wares, services, etc. (for example, a sidewalk bazaar sale), and/or (2) involve vending, soliciting, or peddling of items that are only seasonally available and/or are only envisioned to be temporarily sold within the community. Permits for temporary/seasonal and multiple-vendor activities may only be ongoing for a maximum period as stipulated in the applicable permit (i.e., either thirty (30), sixty (60) or ninety (90) consecutive days), in any twelve-

month period during which a permit is issued by the city. No temporary/seasonal and/or multiple-vendor activity shall be permitted within the city or at the same locale for periods exceeding the above-noted periods of time, as specified on the applicable permit. When the permittee conducts temporary/seasonal and/or multiple-vendor activities, and conducts such activities from a temporary/seasonal and/or multiple-vendor structure, the permittee shall be required to disassemble and remove the temporary/seasonal and/or multiple-vendor structure (including specifically all tables, booths, tents, canopies, shelves, racks, displays, buildings, storage containers, and all other items used to store and/or display merchandise, products or services) from the location used by the permittee at the close of each day of operation. **This does not include Mobile Food Vendors.**

Temporary/seasonal and/or multiple-vendor permit. The document issued by the city authorizing activities pursuant to this article, **not including Mobile Food Vendors.**

Temporary/seasonal and/or multiple-vendor personnel. All personnel working with, for or otherwise employed by or associated with vendors who have obtained a temporary/seasonal and/or multiple-vendor permit pursuant to this article.

Temporary/seasonal and/or multiple-vendor structure. Those temporary buildings, facilities, tents, enclosed spaces, trailers, and other mobile structures which are constructed, assembled or otherwise provided by entities who have or seek to obtain a temporary/seasonal and/or multiple-vendor permit from the city, with such structure to be used solely for the purpose of displaying, exhibiting, carrying, transporting, storing, selling, taking orders for, or offering for sale or offering to take orders for the wares, products, or merchandise made available for sale, or taking orders for or offering to sell or take orders for the temporary/seasonal and/or multiple vendors' products, wares or merchandise. Such structures shall include but not be limited to any tables, booths, tents, canopies, shelves, display racks, storage buildings or containers and other items used to store and/or display merchandise, products or services. **This does not include Mobile Food Vendors.**

Vendor. An individual, including an employee or agent of a group of individuals, partnership or corporation, who sells or offers to sell ~~food, beverages, goods or~~ merchandise or provides entertainment or recreational services from a venue, stand, or motor vehicle or from the person, and specifically includes those conducting temporary/seasonal and/or multiple-vendor activities, as defined herein.

Site Plan. Engineered or surveyed drawings depicting proposed development of land. Meets the requirements of Section 1.3.003 Site Plan Application and Review of the B³ Technical Manual.

Texas Food Establishment Rules or the Rules. Refers 25 Texas Administrative Code chapter 228, as amended.

Section 4.04.002 – Findings; purpose.

(e) Mobile Food Vending has special considerations and regulations necessary to protect the public health, safety and welfare. Any vendor that will be selling food items is subject to the regulations in Division 4.

DIVISION 4. – REQUIREMENTS APPLICABLE TO ALL MOBILE FOOD VENDORS.

Sec. 4.04.100 - Required

1. No person shall act as a Mobile Food Vendor in the City without a permit issued by the City.
2. Mobile Food Vendors must meet all applicable state and local laws and regulations, including but not limited to the Rules.
3. Each Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public:
 - i. the City of Bastrop permit under this article and permit number.
 - ii. a health permit from Bastrop County.
 - iii. a copy of a Texas sales tax and use certificate.
4. Each Mobile Food Vending Unit shall be clearly marked with the food establishment's name or a distinctive identifying symbol and shall display the name while in service within the City.
5. ~~Mobile Food Vendors shall not operate within a public park, public right-of-way, publicly owned property or site without written permission from the City Manager or the City Manager's designee.~~
6. ~~The private property site must be located in a zoning Place Type Districts P4 – Mix and P-5 Core, as adopted in that allows restaurants, as that term is defined in Section 49 of the City's Zoning ordinance Chapter 3 of the Bastrop Building Block (B³) Code.~~
7. ~~The private property or Mobile Food Court site~~ must be developed and improved, and contain an existing permanent business operating in a building with a certificate of occupancy at all times while the Mobile Food Vending Unit occupies the property.
8. Mobile Food Vendors must meet all applicable laws regarding Mobile Food Vendors as described in the **International Building Code (IBC)** and International Fire Code (IFC), ~~2018 edition as adopted and amended by the City.~~
9. When required, Mobile Food Vending Units must be equipped with commercial mechanical facilities sufficient to provide proper cooking ventilation and fire suppression for eating establishments, as established under the City's adopted

building codes. All equipment on the vehicle is to be NSF International (formerly National Sanitation Foundation) approved, American National Standards Institute (ANSI) approved, or of commercial grade.

10. Electricity shall be from a generator or permanent connection in a Mobile Food Court and the Mobile Food Vendor shall utilize electrical cords in conformance with the National Electrical Code as adopted and amended by the City.
11. Any Mobile Food Vendors that prepare food outside of the Unit must operate from an approved commissary in good standing as defined in and required by the Texas Food Establishment Rules. An existing food establishment may serve as a commissary if approved by the City. The commissary shall have ~~an approved vehicle storage facility~~, approved potable water hookups, approved wastewater drainage facilities, approved grease interceptor hookup(s) and size, and any other accommodations as determined necessary by the City to ensure compliance with all regulatory codes, including but not limited to the local health authority. The commissary shall comply with all Food Establishment Rules and hold all current licenses and permits as required by the Rules. Valid copies of the commissary's current licenses and permits used under the Food Establishment Rules and most recent health inspection report must be kept on file with the City. Mobile Food Vendors shall provide documentation of each visit to or service by the commissary and shall have that documentation immediately available for inspection by the City.
12. For Mobile Food Vendors that sell prepackage food or prepare food within the Unit must keep a manifest of all food supply with purchasing sources for inspection at any time.
13. All employees of the permit holder must have a valid food handler's training certificate.
14. Any Mobile Food Vendor that will be in one location for more than four (4) hours shall provide covered garbage and storage facilities for employee and customer use of sufficient size that refuse is fully contained in a manner that prevents litter and remains insect- and rodent-proof.
15. The Mobile Food Vending Unit must meet the following plumbing standards:
 - a. All liquid waste shall be discharged to an approved sanitary sewage disposal system at the commissary or through an authorized service provider. All used fats, oil, or grease shall be discharged to an approved grease interceptor at the commissary or through an authorized service provider. Used fats, oils or grease shall not be discharged to any unauthorized food establishment grease interceptor.

- b. Liquid waste shall not be discharged from the retention tank when the Mobile Food Vending Unit is open to the public or in the process of preparing food.
 - c. The waste connection shall be located below the water connection to preclude contamination of the potable water system.
 - d. Connections to a water or sewage system on site is ~~prohibited~~ only allowed when the connections have been properly permitted and inspected by the Building Official or designee.
16. Mobile Food Vending Units shall be separated from existing buildings and other mobile food vehicles by a minimum of ten (10) feet. Food Vendors shall not set up in fire lanes or parking spaces that are required for the use of an existing business.
17. The Mobile Food Vending Unit and any parking areas used by the Mobile Food Vendor or its customers, should be located on a paved surface, or an alternative all-weather surface as approved by the City Engineer or their designee. Where providing paved or all-weather surface would be impractical or not provide a public benefit, alternative methods may be approved with a concept plan. Alternative methods may include but are not limited to portable spill berms, environmentally sensitive materials, and other methods to mitigate property damage and environmental hazards.
18. Except as shown on an approved ~~concept plan~~ Site Plan, the Mobile Food Vendor shall prepare, serve, store and display food and beverages on or in the Mobile Food Vending Unit itself; and shall not attach, set up, or use any other device or equipment intended to increase the selling, serving, storing or displaying capacity of the Mobile Food Vendor.
- ~~15. No Mobile Food Vendor may operate outside of the hours of 8:00 AM to 10:00 PM, unless otherwise authorized within the permit.~~
19. Mobile Food Vendors must comply with ~~Chapter 6 – Public Nuisances. City Code Section 44.1, “Noise Standards.”~~
20. Mobile Food Vendors must comply with ~~the Bastrop Building Block (B³) Code – Article 6.6 Outdoor Lighting. City Code Section 43.1, “Outdoor Lighting Standards.”~~
21. Drive-through service from Mobile Food Vendors is prohibited.
22. Alcohol sales ~~from Mobile Food Vendors is prohibited.~~ must show proof of Texas Alcoholic Beverage Commission (TABC) authorization.
- ~~22. Access to Restroom Facilities.~~

23. A copy of **required** records shall be immediately available for inspection by the City on the Mobile Food Vending Unit.

24. Mobile Food Vehicles must be movable by motorized or non-motorized means.

Section 4.04.101 – Categories of Mobile Food Vendor Permits

A) Mobile Food Vendor in an approved Mobile Food Court ~~Mobile Food Vendors on Private Property. Mobile Food Vending Unit located on private property must comply with the following:~~

1. ~~Alternatively, a~~ A Mobile Food Vendor may operate from a Mobile Food Vendor Food Court site that is designed and intended for mobile food use as the primary use of the property. **An approved Site Plan** will be required for a Mobile Food Vendor Court that is the primary use on a property. **Deviations from the requirements found in Section 6.5.001 Permitted Building Types per Place Type, and Section 6.5.003 (A) Lot Occupation may be approved by Development Review Committee when considering the lot layout of a specific site.**
2. **Utility hookups for water, wastewater, and electric must be provided by the property owner for each Vending Unit.**
3. **The Food Court will provide permanent restroom facilities on site.**
4. The Mobile Food Vendor must submit with the permit application written authorization or other suitable documentation showing that the owner of the property, or the owner's authorized agent, consents to the Mobile Food Vendor operating on said property.
5. Any permanent structure will require a **site plan amendment** and building permit and be subject to any applicable regulations.
6. Two sandwich board signs **for each vendor** may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.
7. **Signage for the Mobile Food Court shall be in compliance with the B³ Code.**
8. **Mobile Food Courts may use fencing, landscaping which is a minimum three (3) feet tall at maturity, or other approved architectural element to meet the required façade at build-to line requirements with approval by the Development Review Committee. The screening shall meet the intent of the B³ Code by creating a street room, clear access point(s), and walkable environment.**

B) Mobile Food Vendor located on an existing, developed site with a Primary Use.

1. A Mobile Food Vendor may operate from a property with an existing permanent business operating in a building with a current Certificate of Occupancy ~~at all times.~~
2. A Mobile Food Vendor with an approved lease agreement with the city may be located in a city park or property.
3. The permanent business must provide restroom facilities for use by the employees of the Mobile Food Vendor. ~~Mobile Food Vendor that will be in one location for more than four (4) hours must submit to the City~~ Written proof of a restroom facility agreement that provides the availability of a fixed establishment restroom ~~or a portable restroom facility for the use of the Mobile Food Vendor employees and customers~~ located in a business establishment within one-hundred fifty (150) feet of each location where the Mobile Food Vending Unit will be in operation.
4. The Mobile Food Vending Unit cannot obstruct driveways or fire lanes.
5. No permanent seating areas can be established. Temporary seating which is removed and stored daily within the Mobile Food Vendor or existing permeant structure may be allowed.
6. Two sandwich board signs may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.
7. Location of the Mobile Food Vending Unit and any temporary seating areas must be shown on a lot diagram.

C) Temporary Mobile Food Vendors ~~on Construction Sites.~~ ~~For subdivisions or sites in any zoning districts that are actively under construction and have not yet been issued a Certificate of Occupancy, a Mobile Food Vendor may operate for less than one (1) hour.~~

1. Mobile Food Vendors must be located on a property for less than four hours.
2. All locations the vendor may occupy will be submitted to the City.
3. The Mobile Food Vending Unit cannot obstruct driveways or fire lanes.
4. Mobile Food Vendors that will vend in a city park, property, or right-of-way will require additional approval by the Director of Public Works.

Section 4.04.102 - Mobile Food Vendor Permit Application. The application for a Mobile Food Vendor permit shall include the following information:

1. an application fee ~~of \$400~~ as adopted in Section A4.04.
2. name, legal name of business or entity, business address, telephone number, and email address of the applicant;
3. the applicant's identification number as shown on a current and valid government-issued identification document that includes a photograph of the applicant;
4. if the applicant represents a corporation, association or partnership, the names and addresses of the officers or partners;
5. name, legal name of business or entity, business address, telephone number, and email address of the owner if the owner is not the applicant;
6. signed and notarized permission from all private property owners where the Mobile Food Vending Unit will be stationed;
7. the manner of mobile food vending operation to be conducted (for example, foot vending, truck, trailer, pushcart, etc.); the make, model, year, license or registration, and vehicle identification number of each vehicle to be used in the mobile food vending operation;
8. proof of motor vehicle insurance for each vehicle to be used in the mobile food vending operation;
9. an itinerary of locations where sales will occur; and a location map and sketch of site location for each location to be used by the Mobile Food Vendor;
10. a lot diagram, if applicable;
11. a copy of the vendor's current health permit from Bastrop County;
12. ~~if the mobile vending unit will be placed in one (1) location for more than four (4) hours, For a Mobile Food Vendor located on an existing site, a written agreement from a business within one hundred fifty (150) feet for employees of the mobile food establishment to have use of flushable restrooms (or other facilities as approved by the health authority)~~ during hours of operation;
13. proof of water/wastewater service;
14. documentation indicating the volume capacity of any required water and wastewater storage tanks either on the tank itself or in writing;
15. a description of the type of food or the specific foods to be vended;
16. a notarized statement from the owner of the commissary stating that the mobile food establishment will use the facility as its base of operation and providing

the address and food establishment permit number of the facility, **or retailer sources for food items to be cooked onsite or for resale;**

17. a valid copy of the applicant's sales tax and use tax permit; and

18. any other information reasonably required by the Director of Planning and Development.

D) Mobile Food Vendor Permits.

1. Permit Determinations. The City will evaluate the data furnished by the applicant and may require additional information. Within fourteen (14) working days of receipt of a completed permit application, the City will determine whether or not to issue a Mobile Food Vendor permit. The City may deny an application for a permit on any of the following grounds:

- a. failing to provide all of the information required by the City;
- b. the applicant's past record of ordinance violations;
- c. safety record of the applicant or any driver, based on such things as civil and criminal lawsuits and violations of environmental laws and ordinances; and
- d. providing false, misleading or inaccurate information to the City.

2. Permits are not transferable.

~~3. Mobile Food Vendor permits expire on October 31, 2019. Mobile Food Vendor permits will be valid from the date of issuance to the expiration date listed on each permit. Permits may be renewed for a set time period and fees will be assessed in accordance with Appendix A.~~

~~4. Permit fees will not be prorated. Other fees related to the construction of a Mobile Food Vendor Food Court will be required during the review and construction of the Mobile Food Vendor Food Court.~~

E) Mobile Food Permit Denial.

- ~~1. If a Mobile Food Vendor Permit is denied, the applicant may appeal the decision to the City Manager or City Manager's designee.~~
- ~~2. The applicant must provide information demonstrating that strict adherence to the regulations of this ordinance is not applicable to the specific situation. The applicant must show that the proposed activity meets the intent of the ordinance.~~
- ~~3. The decision of the City Manager or City Manager's designee may be appealed to City Council.~~

F) Permit Revocation and Appeal.

1. The City Manager or City Manager's designee may revoke a permit issued under this ordinance by a Mobile Food Vendor if the permit holder or the permit holder's employee:
 - a. commits critical or repeated violations of applicable law; or
 - b. knowingly provides false information on an application; or
 - c. interferes with the Health Authority in the performance of the Health Authority's duties; or
 - d. if a permitted establishment under this Article changes ownership and there are violations that must be corrected to meet applicable standards.
2. Before revoking a permit, the City shall provide the permit holder or person in charge with written notice of the pending permit revocation.

The written notice shall include:

- a. the reason(s) the permit is subject to revocation; and
 - b. if applicable:
 1. the date on which the permit is scheduled to be revoked; and
 2. a statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a meeting with the City no later than the tenth (10th) day after the date the notice is served.
3. The applicant may appeal the revocation of a permit by submitting a written request for appeal along with any evidence supporting the appeal to the Board of Appeals within ten (10) days of receiving the notice of revocation. The Board of Appeals will make a decision within a reasonable time of receipt of the appeal, but no later than thirty (30) days after receipt. The Board of Appeals' decision shall be final.

G) Inspections.

1. The City may inspect a Mobile Food Vendor during regular business hours and at other reasonable times to determine compliance with this ordinance.
2. After conducting an inspection, the City shall inform the Mobile Food Vendor of findings.
3. If a violation is found, the City shall:

- a. close the unit; or
- b. prescribe a reasonable time period for correction of violations. Re-inspections at prescribed time intervals will be conducted to determine whether required corrections have been made.

H) Penalty.

A violation of this ordinance is considered a violation pertaining to fire safety, zoning, public health and/or sanitation and is punishable by a fine not to exceed two thousand dollars (\$2,000.00) in accordance with City Code Section 1.01.009.

Sec. A4.04. - Peddlers, solicitors and vendors.

SEC Reference	Last updated	Description	Amount of fee
A4.04.	Ordinance 2020-02	Mobile Food Court – Mobile Food Vendor	
		Per Month	\$60.00
		Per Year	\$600.00
	Ordinance 2020-02	Accessory to Primary Use - Mobile Food Vendor	
		Per Week	\$50.00
		Per Month	\$175.00
	Ordinance 2020-02	Temporary Mobile Food Vendor Permit	
		Per Day	\$25.00
		Per Week	\$150.00

Mobile Food Vendor

Any business that operates or sells food for human consumption, hot or cold, from a Mobile Food Vending Unit.

- The permit is issued to the Vendor as a person or legal entity that is responsible for the business.
- The Vending Unit is the place from which the food is prepared and sold.



Mobile Food Vending Unit

- Mobile Food Truck: a self-contained motorized unit selling items defined as edible goods.
- Mobile Concession Trailer: a vending unit selling items defined as edible goods, which is pulled by a motorized unit and has no power to move on its own.
- Mobile Food Cart or Concession Cart: means a mobile vending unit, selling items defined as edible goods, that must be moved by non-motorized means.



Types of Vendor Units

Mobile Food Truck



Mobile Concession Trailer



Food Cart or Concession Cart



Mobile Food Vendors – Permit Categories

- Mobile Food Court – Primary use – Multiple Vendors on a Site
 - Site Development Plan required to establish vendor slots with utility hookups, bathroom connected to utilities.
- Accessory to Primary Use - A Vendor locating on a site with an existing permanent use.
 - Can locate for multiple days.
 - Must have permission from the property owner and meet location/safety requirements. Can connect to utilities if property installed by property owner.
 - Must have access to restroom for employees
- Temporary
 - Self-contained unit (no utilities) for no more than 4 hours



Mobile Food Vendors – Food Court



Fort Worth



Norwich, CT



Agreed upon requirements for All Mobile Food Vendors

- Operating hours are market driven.
- Must display city permit and health district permit and have records available for review
- Shall not operate within a public park, public right-of-way, publicly owned property or site without written permission from the City Manager or the City Manager's designee.
- Follow all adopted fire and building codes for health and safety
- Employees must have food handler's permits
- Provide proof of regular maintenance and contract with an approved commissary if making food offsite, or if unit is approved for cooking food, provide sources of food materials.
- Be equipped with commercial mechanical facilities sufficient to provide proper cooking ventilation and fire suppression
- Provide separation from buildings or other vehicles
- Cannot block fire lanes or required parking of a primary business
- Comply with the Nuisance Codes and Outdoor Lighting Standards
- Restroom facilities for vendors in one location for more than four hours
- Unit and parking must be on a paved surface. Alternative materials may be approved by the City Engineer



Items for discussion about all Mobile Food Vendors

- Connection to utilities.
- Required site elements.
- Competition with brick & mortar buildings.
- Associated fees.



Proposed resolution for Mobile Food Vendors permanent connection to utilities.



- Site elements are required to have access to permanent utilities.
- This will require a site plan with the same elements as a brick and mortar building.
 - Restrooms
 - Seating
 - Appropriate zoning (P4 & P5)
 - Architectural/lot features that meet the B3 code – may not meet strict enforcement of B³ but deviates can be approved by DRC.
 - **Annual** permit fees for each vendor.

Proposed resolution for Mobile Food Vendors that are self-contained or require minimum access to utilities



- Requires permission from the land owner.
- Permits are short term.
 - 5, 10, or 30 days max.
- Permit fees discourage competition with brick and mortar buildings.
- If power is required it must be provided by the property owner.
- The vending unit must be removed daily.
- The property owner must provide restroom facilities and a hand washing station for the employees that is connected to City Utilities.

Proposed resolution for Mobile Food Vendors that are self-contained on a temporary basis



- Must be self-propelled.
- Limited hours of operation.
- Permits are short term.
 - Daily or Weekly
- Permit fees discourage competition with brick and mortar buildings.

Proposed Fees

Property tax paid by brick and mortar locations

- Neighbors- \$3000
- Old Town \$3600
- Maxine's \$2000
- Southside \$12000
- Panda express \$6,000
- Stem & Stone \$2000
- Jalisco's \$4000
- McDonalds \$9500
- Taco Bell \$6600
- Wendy's \$4300
- Laundromat/Ice machine property where Yoli's Tacos sits \$1,000

Sec. A4.04. - Peddlers, solicitors and vendors.

SEC Reference	Last updated	Description	Amount of fee
A4.04.	Ordinance 2020-02	Mobile Food Court – Mobile Food Vendor	
		Per Month	\$60.00
		Per Year	\$600.00
	Ordinance 2020-02	Accessory to Primary Use - Mobile Food Vendor	
		Per Week	\$50.00
		Per Month	\$175.00
	Ordinance 2020-02	Temporary Mobile Food Vendor Permit	
		Per Day	\$25.00
		Per Week	\$150.00

Questions/Discussion?





STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 9E

TITLE:

Consider action to approve Resolution No. R-2020-40 of the City Council of the City of Bastrop, Texas, approving application for a variance to section 4.09.002 of Chapter 4, Business Regulations of the City of Bastrop Code of Ordinances that prohibits drilling wells and surface mining within the city limits. As shown in Exhibit A; authorizing the water & wastewater department director to execute all necessary documents upon receipt of an administratively complete application; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The City of Bastrop prohibits the drilling of wells and mining within the City Limits. As part of the prohibited surface mining operations water well are prohibited and a variance to the code of ordinance is required. As part of the variance process an approval from the Lost Pines Groundwater Conservation District (LPGCD) requires a permit for exempt and non-exempt wells.

This applicant plans to use the well for irrigation of a 3-acre small organic farm located at 1910 Main Street. The location previously had a well on site but it is no longer functioning. The farm is an allowed use in Place Type four of the recently adopted B³ codes.

If the variance is granted by City Council a permit will be issued by staff to the applicant once an administratively complete application is received. The last component needed to complete the application is approval by the LPGCD.

POLICY EXPLANATION:

The City of Bastrop Code of Ordinances Chapter 4 - BUSINESS REGULATIONS ARTICLE 4.09 - DRILLING OR MINING Sec. 4.09.002 - Variances. States the City Council shall make the decision within thirty days of an administratively complete petition for a variance.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-xx of the City Council of the City of Bastrop, Texas, approving application for a variance to section 4.09.002 of Chapter 4, Business Regulations of the City of Bastrop Code of Ordinances that prohibits drilling wells and surface mining within the city limits. As shown in Exhibit A; authorizing the water & wastewater department

director to execute all necessary documents upon receipt of an administratively complete application; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Variance application
- Well driller insurance information
- LPGCD well drilling application



RESOLUTION NO. R-2020-40

A RESOLUTION NO. R-2020-XX OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING APPLICATION FOR A VARIANCE TO SECTION 4.09.002 OF CHAPTER 4, BUSINESS REGULATIONS OF THE CITY OF BASTROP CODE OF ORDINANCES THAT PROHIBITS DRILLING WELLS AND SURFACE MINING WITHIN THE CITY LIMITS. AS SHOWN IN EXHIBIT A; AUTHORIZING THE WATER & WASTEWATER DEPARTMENT DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS UPON RECEIPT OF AN ADMINISTRATIVELY COMPLETE APPLICATION; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of a sustainable urban farms provided by local property owners; and

WHEREAS, the City of Bastrop City Council understands providing fresh locally sourced vegetables can be a benefit to the community; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure for irrigation can encourage reduced potable water use; and

WHEREAS, the City of Bastrop City Council has received a request for a variance to well drilling and surface mining within the city limits and found the request to be reasonable.

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

Section 1. That the Water& Wastewater department director is hereby authorized to execute a permit for the installation of an agricultural use water well upon administrative completeness of the petition, attached as Exhibit A.

Section 2. The City Council of the City of Bastrop, Texas has found the request for variance to be in compliance with the requirements set forth in Chapter four of the City of Bastrop Code of Ordinances.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of April, 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

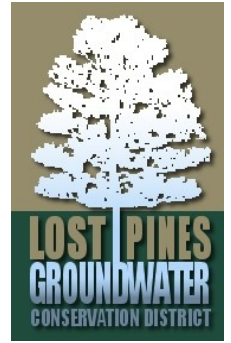
Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

FORM 100

Well Drilling Application



For District Use Only:

Application Date

Well Drilling Permit Number

Return this Form to: LPGCD, PO Box 1027 (908 Loop 230), Smithville, TX 78957
Phone: 512-360-5088 FAX: 512-360-5448 Email: lpgcd@lostpineswater.org

SECTION I – APPLICANT

Name David Barrow

Company (if applicable) Eden East Farm

Street (or PO Box) 1910 Main Street

City Bastrop State TX Zip 78602

Phone Number (512-301-5505)

SECTION II – DRILLING SITE DESCRIPTION

Physical Description of Proposed Drilling Site (use GPS coordinates if known.)

On the back side of 1910 Main Street, Bastrop, Texas - we are proposing to dig a well for a new vegetable farm

County that the Drilling Site is Located in: Bastrop Yes Lee

Is the proposed well located within a neighborhood or subdivision? Yes Yes No

If Yes, which neighborhood or subdivision? off main street - 1910

SECTION III – AUTHORIZATION TO DRILL

Is the Applicant the same as the Property Owner of the Proposed Drilling Site? Yes yes No

If Property Owner is different from Applicant shown in Section I, contact information and a notarized letter of authorization to drill from the property owner **must** be attached to this application.

SECTION V – WELL INFORMATION

What will be the primary use of the well (circle one)?

Domestic Livestock Irrigation Municipal Supply Mining Rig Supply Test Other irrigation

What is the proposed aquifer that the well will produce from (if known)? _____

What will be the approximate total depth of the well (if known)? 250-275 feet

Will the Applicant be requesting an exemption under LPGCD Rule 3.1? Yes _____ No _____

If Yes, type of exemption claimed:

_____ A well that is solely for domestic or livestock use that is incapable of producing more than 25,000 gallons per day (gpd).

_____ A well that uses less than 200 acre-feet/year solely for agricultural use.

_____ A well that is used solely to supply water for a rig that is actively engaged in drilling or exploration operations for an oil or gas well permitted by the Railroad Commission of Texas.

_____ A water well authorized under a permit issued by the Railroad Commission of Texas for mining activities.

_____ A water well drilled and completed solely for the purposes of aquifer testing.

SECTION IV – AFFIRMATION

I certify that all statements and information in this application are true and correct.

Signature of Applicant

2/17/20

Date

REQUEST FOR VARIANCE - Permit Application

Request For Variance To Drill A Water Well Within The Bastrop City Limits

If approved, this form will also serve as the Well Drilling Permit Application

Applicant's Name: DAVID BARROW

Site Address: 1910 Main St

Mailing Address: 1910 Main St

Bastrop Tx 78602

Bastrop Tx Zip 78602

TAX ASSESSORS PARCEL # _____

Email: david@edencastan.com

Phone: () _____

Is the applicant the **OWNER** of the property? Yes / No

If no, list relationship to property: _____

Well Driller: JACKSON Water Well

Consultant: _____

Driller's Certificate Number: 59214

Mailing Address: _____

Mailing Address: PO Box 234

_____ Zip _____

ROSANKY TX. Zip 78953

Phone: () _____ Fax: () _____

Phone: (512) 581-1176 Fax: () _____

Purpose of Water Well: Domestic _____ Irrigation/Ag ☒ Commercial _____ Other _____

If "Other", please describe purpose: _____

Well Description: Approximate Size/Depth 4.5" 320 ft Location of Well _____

Cost Estimate For Well (Including Specification) \$ 13,380.00

NOTE: A copy of the engineering plans or detailed description of the operation to be conducted MUST be attached to this application as **Exhibit 'A'**.

DB (initials) Applicant agrees that after the Variance is granted by the Council, but prior to the issuance of the well drilling permit by the City, the Applicant must provide documentation to the Director of Utilities that he/she has received a well drilling permit from the Lost Pines Ground Water Conservation District (or other applicable authority).

DB (initials) Applicant agrees that NO DRILLING will be allowed until the Permit for Well Drilling has been issued by the City of Bastrop's Director of Utilities.

DB (initials) Applicant agrees that Driller (listed above) has or will perform all of the necessary line checks prior to beginning the requested work on the property.

pr (initials) Applicant agrees to be liable to the City for any and all damages that may occur as a result of the work on the property, pursuant to the indemnity clause set forth herein, executed and agreed to by the Applicant.

AA (initials) Applicant and/or Driller must provide the City with written documentation of the Driller's valid certificate of insurance, covering the general liability for the proposed drilling activities, in the minimum amount of \$1 million US Dollars. In addition, Driller agrees to be liable to the City for any and all damages that may occur as a result of the work on the property, pursuant to the indemnity clause set forth herein, executed and agreed to by the Driller.

AV (initials) Applicant agrees that this Variance shall remain valid and in affect for 120 days from the date executed by the City. A single extension of 60 additional days may be requested, in writing, by the Applicant and may be granted at the discretion of the Director of Utilities.

Indemnity Clause:

To the fullest extent permitted by law, the Driller and the Applicant shall indemnify and hold harmless the City and its' officers, agents, affiliates and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, whether incurred in the investigation or defense of same, arising out of or related to the performance of any of the driller's activities on the property, whether for bodily or personal injury, sickness, disease or death, or injury to or destruction of personal property, including the loss of use of any personal property, in whole or in part, by any negligent, grossly negligent or intentional act or omission of the driller or anyone directly or indirectly employed by or working at the direction of or in concert with the driller.

Pursuant to Section 4.09.002 "Variances" of Chapter 4, Business Regulations, Article 4.09 "Drilling or Mining"; I, DAVID BARRON, allege that strict compliance with the City's Code of

Name of Applicant

Ordinances would result in undue hardship and hereby request that a variance for water well drilling be granted.

Acknowledged and Agreed:

David Barron
Applicant / Property Owner

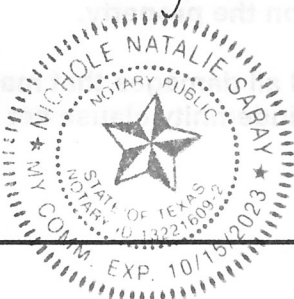
3/1/20
Date

Notary:

State of Texas
County of Gravis

Sworn to and subscribed before me on the 10th day of March, 2020
by Nichole Saray

(Seal)



NSaray
Notary Public's Signature

Acknowledged and Agreed:

[Signature]
Well Driller

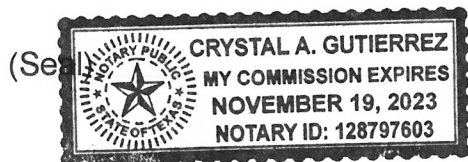
2-28-20
Date

Notary:

State of Texas

County of Bastrop

Sworn to and subscribed before me on the 28 day of February, 2020
by Jackson Water Well, Duke Jackson



[Signature]
Notary Public's Signature

This section to be completed by Mayor of City of Bastrop:

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BASTROP FINDS THAT:

The circumstances required for granting approval of the above described variance, as set out in Section 4.09.002 of the Code of Ordinances do exist on the Property, and therefore, after consideration of the input received from the Applicant and the City's Staff, the request to grant the variance to the Applicant IS HEREBY GRANTED, with the following conditions, if any:

The above request for a well drilling variance was heard and granted on _____ by _____
the City Council of Bastrop. Date

Ordered and Executed on Behalf of the City Council:

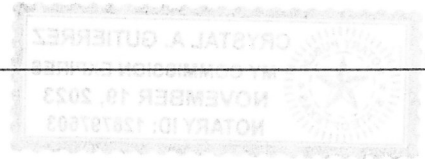
Mayor, City of Bastrop

STATE OF TEXAS
COUNTY OF BASTROP

§
§

I, Ann Franklin, City Secretary of the City of Bastrop, hereby certify that the attached "Action of the City Council of the City of Bastrop Granting a Variance to Drill a Well Within the City Limits" is a true and correct copy of the original document located in the City Secretary's Office, and I further certify that such document accurately reflects the action granting a variance taken by the City Council on _____, 20____.

Ann Franklin
City Secretary
City of Bastrop



Forms Verification:

- ☐ Approved Variance Request Application
 - ☐ Proof of Driller's Insurance (attached)
 - ☐ Exhibit A (Diagram of Plans For Well)
 - ☐ Certificate of Authenticity of Variance From City of Bastrop
 - ☐ Copy of the City Council Minutes Reflecting the City's Final Action To Approve This Variance
 - ☐ Copy of Well Permit (Issued by Lost Pines Ground Water Conservation District or other applicable authority.)
-

Permit# _____ for water well drilling inside the city limits of Bastrop has been
approved and issued to _____ on this __ day of _____, 20__.

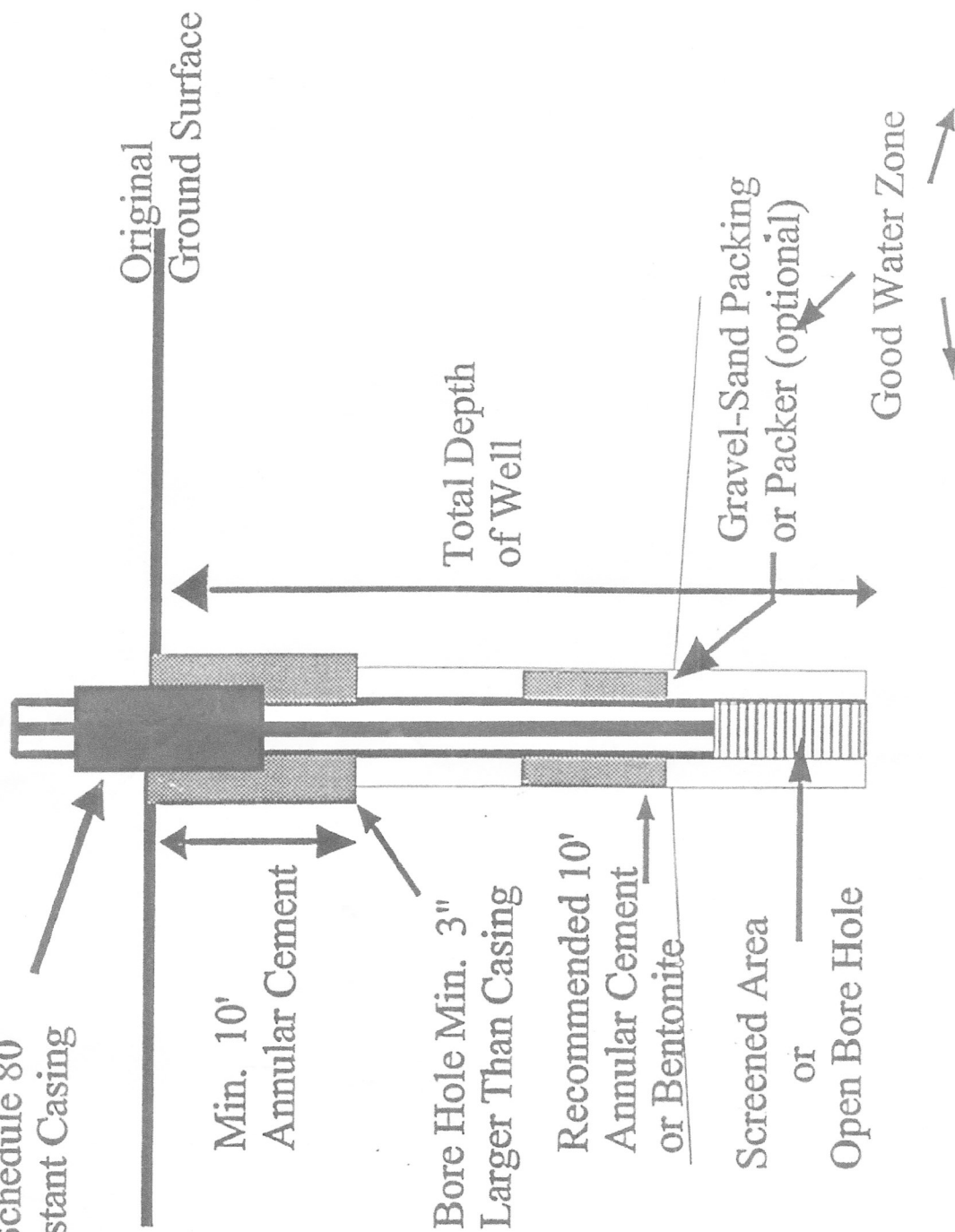
Acknowledged By:

Trey Job, Assistant City Manager

Alternative Surface Completion

Chapter 76.100 (g)

Steel Sleeve to be 2"
Larger in Diameter
Than Plastic Casing
or PVC Schedule 80
Sun Resistant Casing





STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 10A

TITLE:

Pursuant to Texas Government Code Sections 551.071 and 551.074, confer regarding personnel matters involving status of Interim City Manager, recruitment for City Manager, and update from search firms.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager





STAFF REPORT

MEETING DATE: April 28, 2020

AGENDA ITEM: 11

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

