Bastrop, TX City Council Meeting Agenda

Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800

BASTROPTX
Heart of the Lost Pines / Est. 1832

April 23, 2019 at 5:00 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 write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING.

1. CALL TO ORDER – EXECUTIVE SESSION – 5:00 P.M.

2. EXECUTIVE SESSION

2A. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss the appointment of an Associate Judge.

2B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding status of Building Bastrop Codes.

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

4. CALL TO ORDER – REGULAR SESSION – 6:30 P.M.

5. PLEDGE OF ALLEGIANCE – Emily James, Emile Elementary and Dylan Redmon, Cedar Creek Intermediate School

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

6. INVOCATION – Bob Long, Police Chaplain

7. PRESENTATIONS

7A. Mayor's Report

7B. Councilmembers' Report

7C. City Manager's Report

7D. Proclamation of the City Council of the City of Bastrop, Texas recognizing May 8, 2019 as School Nurse Day.

7E. Proclamation of the City Council of the City of Bastrop, Texas recognizing April 29, 2019 – May 3, 2019 as Air Quality Awareness Week.

7F. Proclamation of the City Council of the City of Bastrop, Texas, recognizing April 26, 2019, as National Arbor Day.

7G. Proclamation of the City Council of the City of Bastrop, Texas recognizing May 4, 2019 as Firefighter Appreciation Day in City of Bastrop, Texas.

7H. Presentation of The Great Places in Texas designation by the Texas Chapter of the American Planning Association.

8. WORK SESSION/BRIEFINGS

8A. Update and discussion of current Legislative Session and its impact on local municipalities.

8B. Presentation and Discussion regarding Public Realm/Open Spaces vs. Parkland Dedication

8C. Discuss Building Bastrop Codes with Matt Lewis.

8D. Presentation and policy discussion regarding nuisance ordinances and how they relate to public education and enforcement.

8E. Update on Chicken/Rooster Relocation.

9. STAFF AND BOARD REPORTS

9A. Receive Monthly Development Update.

9B. Receive presentation on the Quarterly Investment Report for the period ending March 31, 2019.

9C. Receive presentation on the unaudited Monthly Financial Report for the period ending March 31, 2019.

9D. Receive Monthly Report from Visit Bastrop.

10. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To addres bs the Council, please submit a fully completed request card to the City Secretary prior to the beginning 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.

11. 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.

11A. Consider action to approve City Council minutes from the April 9, 2019, regular meeting and April 10, 2019 and April 17, 2019, special called meetings.

11B. Consider action to approve the second reading of Ordinance No. 2019-06 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit to allow a 400 square foot accessory structure on Tahitian Village, Unit 1, Block 19, Lot 598, 599, and 600, located at 149 Mahalo Court, an area zoned SF-9, Single Family 9, within the city limits of Bastrop, Texas; as shown in Exhibits A and B; setting out conditions; including a severability clause; and establishing an effective date.

11C. Consider action to approve the second reading of Ordinance 2019-07 of the City of Bastrop, Texas ("City") implementing a Pilot Program to authorize the sale of food from Mobile Food Vendors within the city limits and to establish a Mobile Food Vendor Permit process for the Pilot Program; providing for findings of fact, purpose, expiration date; enactment, variance, repealer, severability, effective date, and proper notice and meeting.

11D. Consider Action to approve the second reading of Ordinance Number 2019-11 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 2 Titled "ANIMAL CONTROL," Article 2.01 Titled "GENERAL PROVISIONS," Sections 2.01.001 Titled "DEFINITIONS"; amending the definitions of "Feral," "Livestock," "Poultry /Fowl," and Wild Birds," and 2.01.007 Titled "Injury or destruction of wild birds;" amending the provision amending the provision for the exclusion of certain birds from this section by adding chickens and repealing all prior ordinances that are in conflict herewith; as attached in Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting.

12. ITEMS FOR INDIVIDUAL CONSIDERATION

12A. Consider action and approve Resolution No. R-2019-37 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).

12B. Consider action to approve Resolution No. R-2019-33 of the City Council of the City of Bastrop, Texas, adopting a standardized wholesale water agreement; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

12C. Consider action to approve Resolution No. R-2019-32 of the City Council of the City of Bastrop, Texas, adopting a standardized wholesale wastewater agreement; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

12D. Consider action to approve the first reading of Ordinance No. 2019-10 of the City Council of the City of Bastrop, Texas, enacting Chapter 1, Article 1.20, Sections 1.02.001 through 1.20.120 of the Bastrop Code of Ordinances; establishing construction and development standards and procedures for assertion, establishment, determination, and recognition of potential grandfathered development status or vested rights claims; and providing for the following: findings of fact; enactment; repealer; severeability; effective date; codification; proper notice & hearing; popular name; purpose; and scope; and move to include on the April 23, 2019 consent agenda for second reading.

12E. Consider action to approve Resolution R-2019-39 of the City Council of the City of Bastrop, Texas ("City") responding to the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the "Alliance of CenterPoint Municipalities;" determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.

12F. Consider action to approve Resolution R-2019-38 of the City Council of the City of Bastrop, Texas, recognizing May 11, 2019, as World Migratory Bird Day and authorizing the Bird City Coalition and appropriate City staff to continue pursuit of certification in the Texas "Bird City" program; providing for a repealing clause; and establishing an effective date.

12G. Consider action to approve the first reading of Ordinance No. 2019-14 of the City Council of the City of Bastrop, Texas amending Chapter 11, Taxation, Section 11.04, "Hotel Occupancy Tax," attached as Exhibit A, in accordance with Chapter 351 of the Texas Tax Code; providing for findings of fact, enactment, repealer, severability; effective date, proper notice and meeting and move to include on the May 14, 2019 consent agenda for a second reading.

12H. Consider action to approve on first reading Ordinance No. 2019-17 of the City Council of the City of Bastrop, Texas, enacting a new Chapter 16, "Stormwater Drainage," of the Bastrop Code of Ordinances establishing stormwater drainage requirements in order to minimize flood risks, stabilize and decrease stream bank and channel erosion, and facilitate comprehensive watershed-based planning, and repealing Emergency Ordinance 2018-2, Amendment to Emergency Ordinance 2018-2-A, and Article 5.30, "Alleys," Article 5.90, "Drainage and Storm Sewers," Section 6.80.3, "Roadside Drainage Ditches," Article 6.100 "Rural Subdivision Drainage Requirements," and Article 7.50, "Drainage" from Chapter 10, "Subdivisions" of the Bastrop Code of Ordinances; and establishing an effective date.

12I. Consider action to approving resolution No. 2019-41 of the City Council of the City of Bastrop, Texas, awarding a contract in the amount of one hundred eighteen thousand two hundred eight dollars and zero cents ($118,208.00) to Jimmy Evans company for the relocation of a ten-inch wastewater line within the TxDOT right of way as shown; attached in exhibit (A) authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

12J. Consider action to approve Resolution No. R-2019-40 of the City Council of the City of Bastrop, Texas supporting The Daughters of the Republic of Texas to pursue funding for the Stephen F. Austin and The Baron de Bastrop sculptures to be created by Clint Howard, owner of Deep in the Heart Art Foundry with no matching funds from the City of Bastrop; providing for a severability and repealing clause; and establishing an effective date.

12K. Consider action to approve the first reading of Ordinance No. 2019-15 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 2 Titled "ANIMAL CONTROL," Article 2.01 Titled "GENERAL PROVISIONS," Sections 2.01.001 Titled "DEFINITIONS" amending the definitions of various terms; amending 2.01.004 Titled 'RESTRICTIONS ON KEEPING LIVESTOCK AND FOWL" to extend application to fowl being maintained in violation of this section; Article 2.04 Titled "IMPOUNDMENT," DIVISION 2 Titled "LIVESTOCK" by requiring Animal Control to refer any impounded livestock to the County Sheriff and repealing specific procedures for impounding livestock; and amending Article 2.07 Titled "NUISANCES" Section 2.07.001 Titled "CREATING HEALTH HAZARD" to extend applicability to animals "maintained" in violation of this section and repealing all prior ordinances that are in conflict herewith; as attached in Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting, and move to include on the May 14, 2019 agenda for a second reading.

12L. Consider action to approve the first reading of Ordinance No. 2019-16 of the City Council of the City of Bastrop, Texas, repealing Emergency Ordinance 2018-1 (*Temporary Moratorium*, as extended), and enacting procedural rules and criteria for Enhanced Permit Review consistent with Building Bastrop policy directives, including heightened evaluation of certain permit applications for building, construction and development projects, and move to include on the May 14, 2019 consent agenda for a second reading.

13. 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 18, 2019 at 1:00 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin, City Secretary

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 2A

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss the appointment of an Associate Judge.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 2B

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding status of Building Bastrop Codes.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 3

TITLE:
Take any necessary or appropriate action on matters posted for consideration in Closed/Executive Session.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 7A

TITLE:
Mayor's Report

STAFF REPRESENTATIVE:
Lynda Humble, 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

Mayor's Report
April 23, 2019

BASTROPTX
Heart of the Lost Pines / Est. 1832

APA Great Places in Texas

Bastrop













BASTROPTX
Heart of the Lost Pines / Est. 1832

Latest Activities

March 29 – April 11

Events in 2019: 96



YMCA AirFitness Unit





Plant & Book Sale
Friends of the Library



Career Day
Red Rock Elementary



Piney Creek Chophouse 5th Anniversary



Human Trafficking Mtg



BEST Breakfast – BEDC Hosted
Workforce Solutions



BASTROPTX
Heart of the Lost Pines / Est. 1832

Planned Events

April 12 – 23

- April 12 – Youth Career Day (Performing Arts Center)
- April 13 – Bastrop Market Days (Mayfest Park)
- April 14 – Spring Gala (Lost Pines Art Guild)
- April 15 – BEDC
- April 16 – City Council Candidate Forum
- April 17 – Special Council Meeting; Building Bastrop
- April 18 – FCI Quarterly Community Luncheon
- April 22 – Early VOTING Starts

BASTROPTX
Heart of the Lost Pines / Est. 1832

Upcoming Events & City Meetings

- April 24 – Mid-Year Budget Meeting
- April 27 – Bird Sit (McKinney Roughs)
- April 28 – Table on Main
- May 1
  - Emile Elementary
  - Central Texas Civics Day
- May 2
  - Emile Elementary
  - Synergy Ribbon Cutting
- May 4 – Election Day
- May 6 – Library Board
- May 14 - City Council Meeting

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 7B

TITLE:
Councilmembers' Report

STAFF REPRESENTATIVE:
Lynda Humble, 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.

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 7C

TITLE:
City Manager's Report

STAFF REPRESENTATIVE:
Lynda Humble, 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.

STAFF REPORT

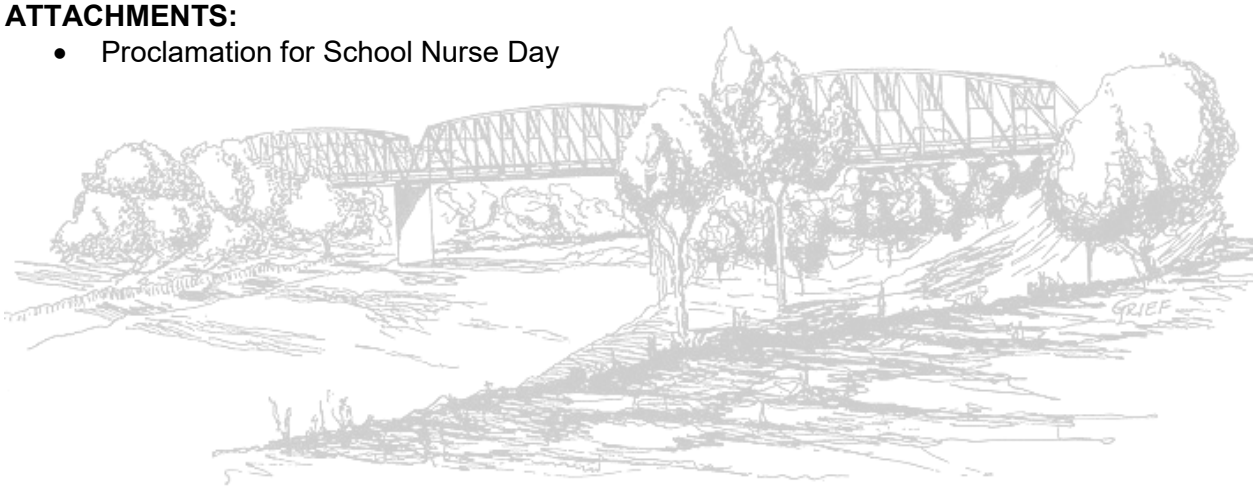
MEETING DATE: April 23, 2019 **AGENDA ITEM**: 7D

TITLE:
Proclamation of the City Council of the City of Bastrop, Texas recognizing May 8, 2019 as School Nurse Day.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

ATTACHMENTS:

- Proclamation for School Nurse Day



PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, students are the future and, by investing in them today, we are ensuring our world for tomorrow; and

WHEREAS, families deserve to feel confident that their children will be cared for when they are at school; and

WHEREAS, all students have a right to have their physical and mental health needs safely met while in the school setting; and

WHEREAS, students today face more complex and life-threatening health problems requiring care in school; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring student's academic success for more than 100 years; and

WHEREAS, school nurses address the home and community factors (e.g. social determinants) that impact students' health; and

WHEREAS, school nurses are professional nurses that advance the well-being, academic success, and life-long achievements of all students by serving on the frontlines and providing a critical safety net for our nation's most fragile children; and

WHEREAS, school nurses act as a liaison to the school community, families, and healthcare providers on behalf of children's health by promoting wellness and improving health outcomes for our nation's children; and

WHEREAS, school nurses support the health and educational success of children and youth by providing access to care when children's cognitive development is at its peak; and

WHEREAS, school nurses are members of school-based teams (e.g. school health services, 504/IEP, disaster/emergency planning) to address the school population; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day; and

WHEREAS, the **National Association of School Nurses** celebrates and acknowledges the accomplishments of school nurses everywhere and their efforts of meeting the needs of today's students by improving the delivery of healthcare in our schools and offers gratitude for the nation's school nurses, who contribute to our local communities by helping students stay healthy, in school, and ready to learn, and keeping parents and guardians at work, not just on this **National School Nurse Day**, but at every opportunity throughout the year.

NOW THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim Wednesday, May 8, 2019, as:

"School Nurse Day"

and commend its observance to all citizens.

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 23rd day of April 2019.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 7E

TITLE:
Proclamation of the City Council of the City of Bastrop, Texas recognizing April 29, 2019 – May 3, 2019 as Air Quality Awareness Week.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

ATTACHMENTS:

- Proclamation for Air Quality Awareness Week



PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, air quality can threaten our environment, economy, and the health of the residents in the Capital Area Council of Governments' (CAPCOG) region; and

WHEREAS, air pollution levels in the CAPCOG region are at risk of violating federal health-based standards by the end of 2019; and

WHEREAS, while air quality is improving in Central Texas, regional air pollution levels were considered "moderate" or worse on more than thirty percent of days in 2018, according to the National Air Quality Index; and

WHEREAS, children, older adults, and people with lung and heart disease make up about two out of every five residents of Central Texas, and are particularly affected by poor air quality; and

WHEREAS, CAPCOG supports public awareness about the quality of local and regional air quality and steps that members of our community can take to reduce their exposure to air pollution and to reduce the emissions that contribute to poor air quality in the region; and

WHEREAS, CAPCOG supports the Central Texas Clean Air Coalition the Coalition's effort to promote regional air quality;

NOW THEREFORE, the City of Bastrop joins the Capital Area Council of Governments in declaring the week of April 29—May 3, 2019 to be:

Air Quality Awareness Week

in the CAPCOG Region and encourages residents and employees to educate themselves about air quality, including visiting CAPCOG's Air Central Texas website, AirCentralTexas.org, and promote air quality and air quality awareness within our community.

IN WITNESS WHEREOF, I, Connie B. Schroeder, Mayor of the City of Bastrop, have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 23rd day of April 2019.

_____
Connie B. Schroeder, Mayor

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 7F

TITLE:
Proclamation of the City Council of the City of Bastrop, Texas, recognizing April 26, 2019, as National Arbor Day.

STAFF REPRESENTATIVE:
Trey Job, Managing Director of Public Works & Leisure Services

PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, Arbor Day is observed throughout the world in many languages and cultures; and

WHEREAS, trees are a renewable resource providing us with paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees provide environmental benefits by providing shade for people and our buildings, removing air pollution, abating storm water runoff and providing wildlife habitat; and

WHEREAS, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our parks and streets; and

WHEREAS, trees, wherever they are planted, are a source of happiness and enjoyment.

NOW, THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim April 26, 2019, as **NATIONAL ARBOR DAY** in the City of Bastrop, and I do thereby encourage all citizens to cherish our trees and recognize their important role in the environment.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Bastrop to be affixed this 23rd day of April 2019.

_____
Connie B. Schroeder, Mayor

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 7G

TITLE:
A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 4, 2019 as Firefighter Day for the City of Bastrop.

STAFF REPRESENTATIVE:
James Altgelt, Director of Public Safety/Chief of Police
Andres Rosales, Fire Chief

BACKGROUND/HISTORY:
Firefighters dedicate their lives to the protection of life and property. Sometimes that dedication is in the form of countless hours volunteered over many years. In others, it is many selfless years working in the industry. In all cases, it risks the ultimate sacrifice of a firefighter's life.

International Firefighter's Day is a time where the world's communities can recognize and honor the sacrifices that firefighters make to ensure that their communities and environment are as safe as possible.

ATTACHMENTS:
- Proclamation for Firefighter Appreciation Day

PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, International Firefighter's Day is observed each year on May 4th to honor and remember past firefighters who have lost their lives while serving their communities, to express gratitude to those that have served in this line of work, and to show support and appreciation for those who presently serve; and

WHEREAS, firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors, and strangers alike; and

WHEREAS, at a moment's notice, thousands of firefighters, both career and volunteer, risk their lives every day by quickly responding to uncertain situations, to mitigate danger through such efforts as search and rescue, hazardous materials response, and combating the threat of destructive fire in order to protect individuals, families, and the economic being of our community; and

WHEREAS, firefighters make the ultimate sacrifice to protect the citizens they serve whether danger is the result of natural or manmade disasters as witnessed by fire suppression deaths and other contributing causes;

NOW, THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim May 4th, 2019 as:

FIREFIGHTER DAY IN BASTROP, TEXAS

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 23rd day of April 2019.

_____

Connie B. Schroeder, Mayor

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 7H

TITLE:
Presentation of The Great Places in Texas designation by the Texas Chapter of the American Planning Association.

STAFF REPRESENTATIVE:
Matt Jones, Director of Planning and Development

BACKGROUND/HISTORY:
On April 1, 2019 the Texas Chapter of the American Planning Association announced that Downtown Bastrop has been recognized as one of its Great Places in Texas. Great Places in Texas, an award given by the Texas American Planning Association, recognizes the Lone Star State's Great Places – neighborhoods, streets, and public spaces – and celebrates how planning has played a vital role where we live, work, and play. The program promotes and recognizes great places while celebrating stories of exemplary planning that have resulted in stronger and healthier communities.

ATTACHMENT:
- Recognition Letter

GREAT PLACES IN TEXAS

The Texas Chapter of the American Planning Association celebrates excellence in planning.

Doug McDonald, AICP
President
214.801.7792
president@apatexas.org

Chance Sparks, AICP
President-Elect
512.312.0084
csparks@ci.buda.tx.us

Angela M. Martinez
Treasurer
(409) 739-2147
ang.martinez18@gmail.com

Christina Sebastian, AICP
Secretary
972.941.7473
christinas@plano.gov

Kimberley Mickelson, JD, AICP
Past President
281.703.5148
kmickelson1@me.com

Christopher J. Looney, AICP
TML Affiliate
830.221.4055
CLooney@nbtexas.org

Executive Administrator

Mike McAnelly, FAICP
9629 Fallbrook Drive
Dallas, Texas 75243
214.850.9046
administrator@apatexas.org

APA Texas Chapter
www.txplanning.org

February 11, 2019

Matt Jones
mjones@cityofbastrop.org
City of Bastrop – Downtown Bastrop

RE: Great Places in Texas

Dear Matt:

On behalf of the Texas Chapter of the American Planning Association, I'm honored to inform you that Downtown Bastrop has been selected as a Great Neighborhood for the 2019 *Great Places in Texas* program. We are proud to recognize your Great Neighborhood as an example of planning excellence. Such places cannot be created without leaders like yourself, and I commend you and your community for the dedication to making great communities happen. This year the selection process was competitive, and many places were nominated for this distinct designation. While many of the nominated places were good examples of planning, those selected for designation illustrate most effectively what it means to be a *"great"* place, including design, functionality, sustainability, character, quality, and community participation.

The APA-Texas Chapter, in partnership with Chet Garner of The Daytripper, will formally announce the 2019 *Great Places in Texas* on Monday, April 1, including a media announcement and posting on our website: www.greatplacesintexas.com. This is not public until April 1, so we ask that you not share your selection as a Great Place in Texas until April 1, 2019.

We would like to work with you to help plan your own announcements to honor this designation. The forms included in this package will provide us with the information we need from you in order to enhance your local announcement and will assist with our media announcement. The forms are to be completed and returned to me at president@apatexas.org with specific deadlines noted on the following page. Please reach out to me with any questions regarding these forms or this designation.

On behalf of the Texas Chapter Board of Directors, I offer sincere congratulations to you and your community. We are very proud to know that places like yours are helping to create communities of lasting value.

Respectfully,



M. Doug McDonald, AICP
APA Texas Chapter President

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 8A

TITLE:
Update and discussion of current Legislative Session and its impact on local municipalities.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 8B

TITLE:
Presentation and Discussion regarding Public Realm/Open Spaces vs. Parkland Dedication

STAFF REPRESENTATIVE:
Trey Job, Managing Director of Public Works & Leisure Services

Parks vs Public Realm

Why is important?

What is the difference?

What is right for Bastrop?

BASTROPTX
Heart of the Lost Pines / Est. 1832

Parks vs Public Realm

Why is this important?



BASTROPTX
Heart of the Lost Pines / Est. 1832

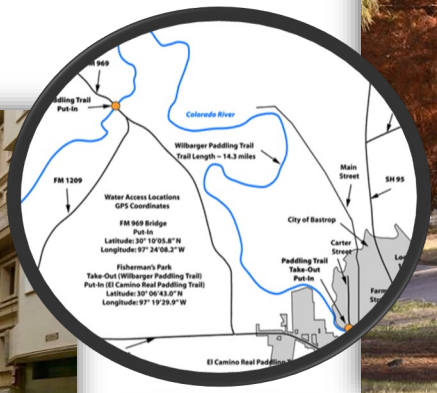
Parks vs Public Realm

Why is this important?

Parkland should be looked at holistically for the entire city and not just considered for each development.







The Public Realm connects people to Public Spaces, Plazas, Parks, and many Civic Spaces.

BASTROPTX
Heart of the Lost Pines / Est. 1832

Parks vs Public Realm

Why is this important?

Future policy guidance

- Calculations for park dedication requirements
- Park development fees
- Fees - in – lieu
- Credit for open space
- Minimum size
- Acceptability of flood plain

BASTROPTX
Heart of the Lost Pines / Est. 1832

Parks vs Public Realm

In determining the amount of credit, what criteria should be used?

Criterion	Credit
Exceeding the open space requirement by more than 25%	10%
Providing swimming pool(s)	10%
Providing playgrounds	10%
Providing volleyball, basketball, and/or tennis courts	10%
Providing walking/jogging trails	10%

Parks vs Public Realm

By definition, a public space is a social space that is open and accessible to people. Streets, public squares, plazas, parks and beaches are examples of public spaces. These spaces are a social utility or public good because they:

Promote egalitarianism, inclusion and social cohesion, allowing people from various backgrounds to share common ground to celebrate, recreate, to remember, to reflect or protest.





Parks vs Public Realm

Define a city or neighborhood, think of these spaces as reflections of the values, culture and history of a place.



Ditto with the simple neighborhood park. Promote active living; when people live close to a park or trail, they walk more.



Parks vs Public Realm

What is the difference?



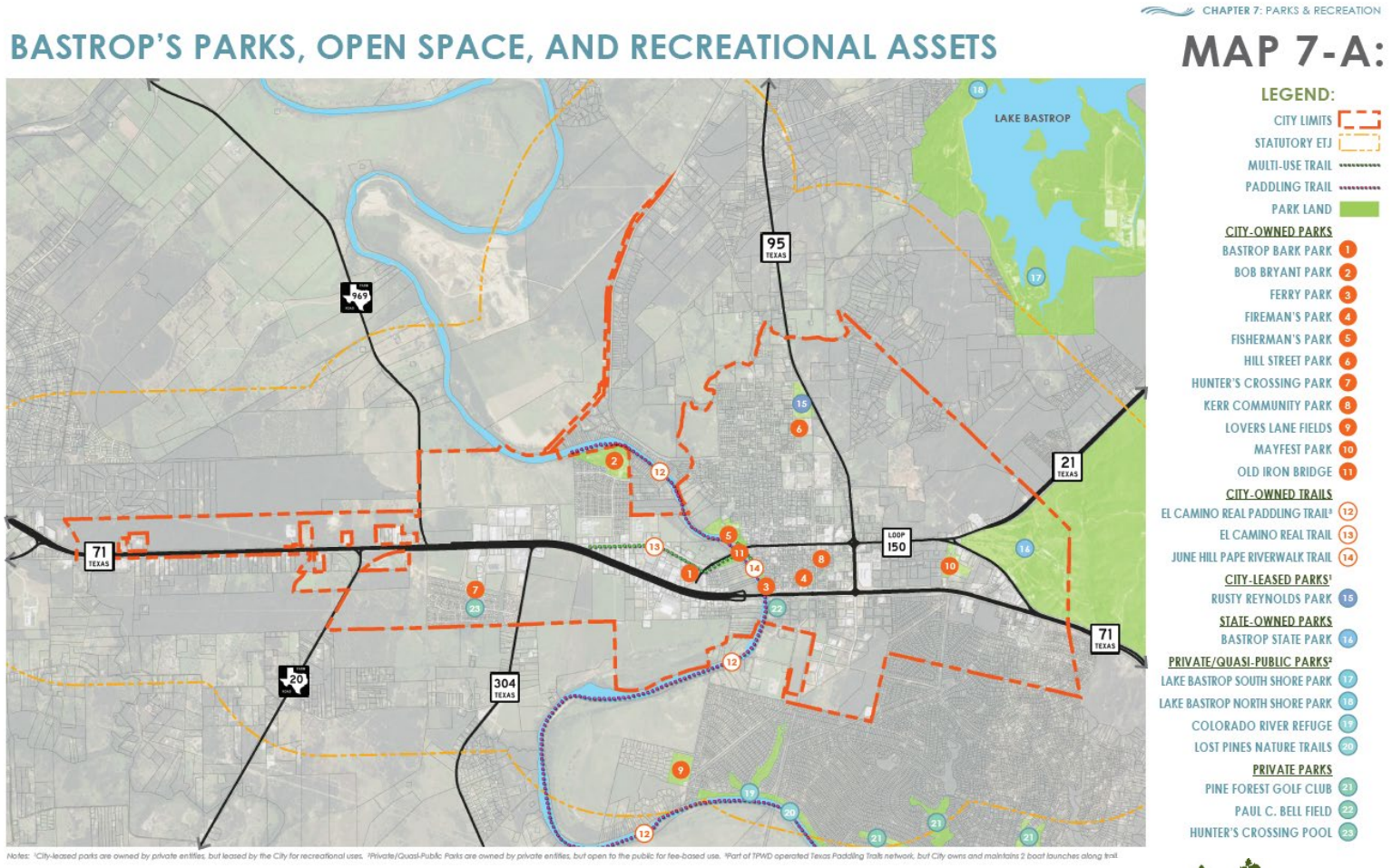








What is right for Bastrop

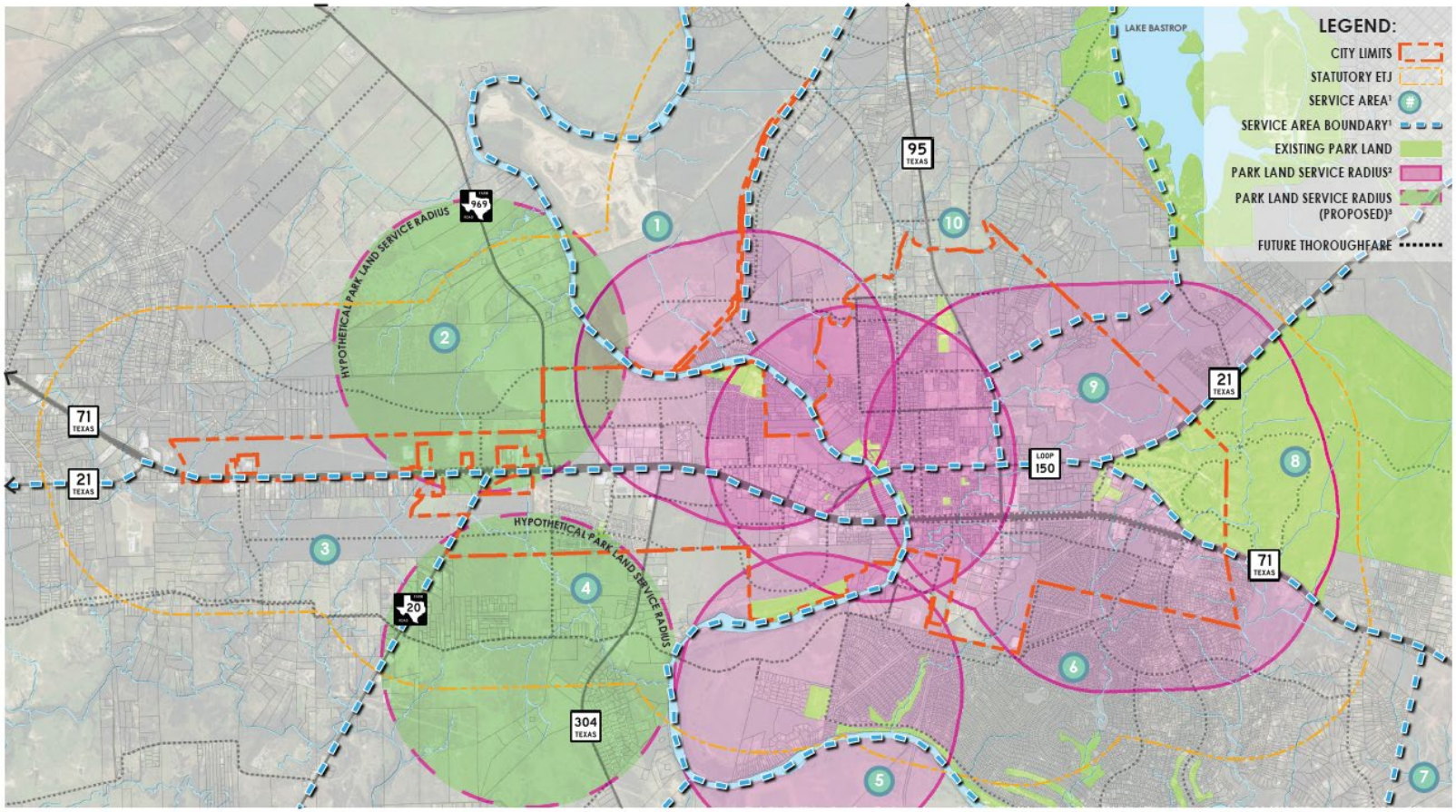


BASTROPTX
Heart of the Lost Pines / Est. 1832

What is right for Bastrop

PARK LAND SERVICE AREAS: COMMUNITY PARKS

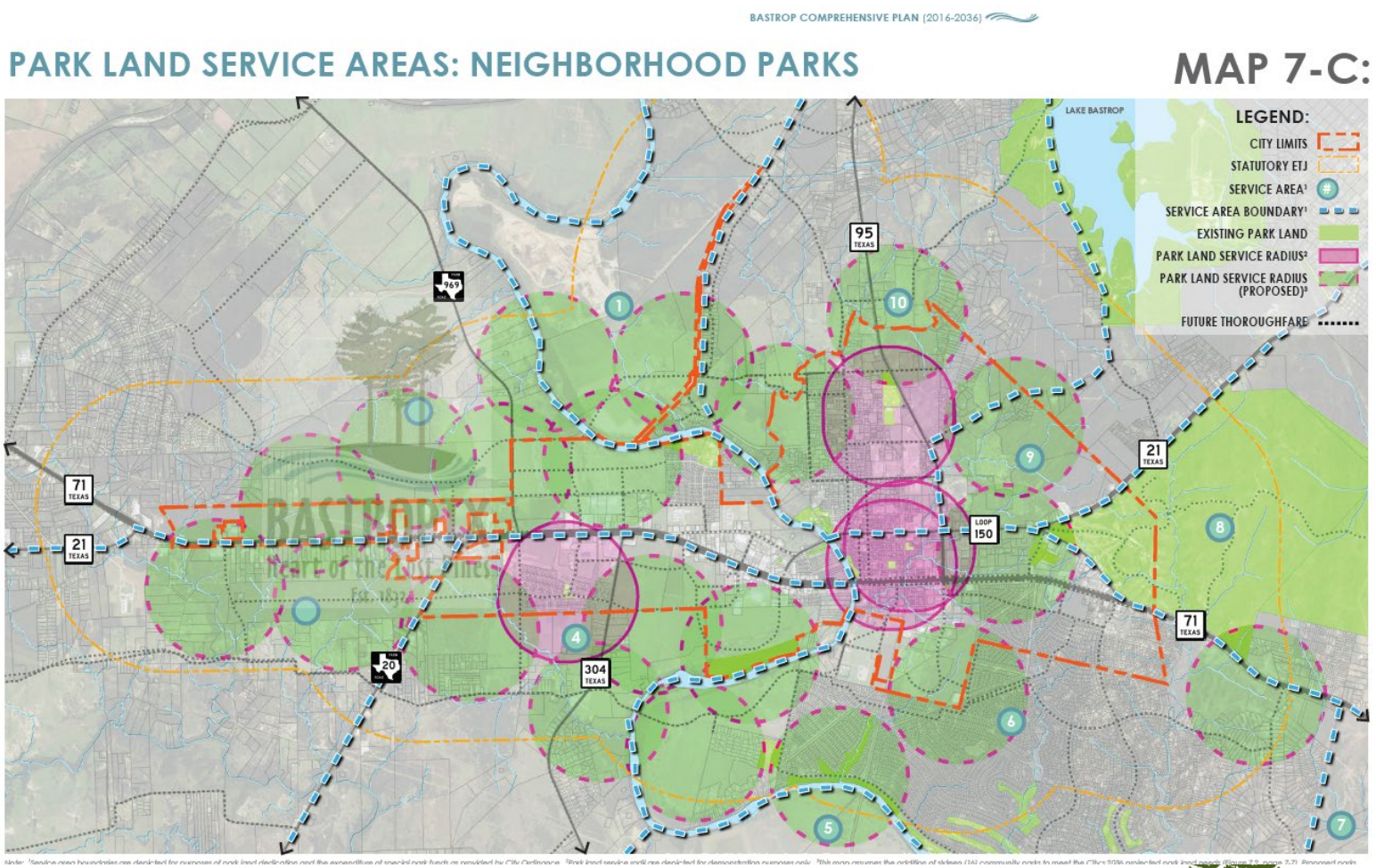
MAP 7-B:



Note: ¹Service area boundaries are depicted for purposes of park land dedication and the expenditure of special park funds as provided by City Ordinance. ²Park land service radii are depicted for demonstration purposes only. ³This map assumes the addition of two (2) community parks to meet the City's 2036 projected park land needs (Figure 7.2, page 7-7). Proposed parks and accompanying service areas (used in conjunction with neighborhood parks depicted on Map 7-B) are hypothetical. Final park land distribution targets should be determined through amendments to the City's parks and recreation master plan (see Goal 7.1.1, page 7-19).

BASTROP TX
Heart of the Lost Pines / Est. 1832

What is right for Bastrop

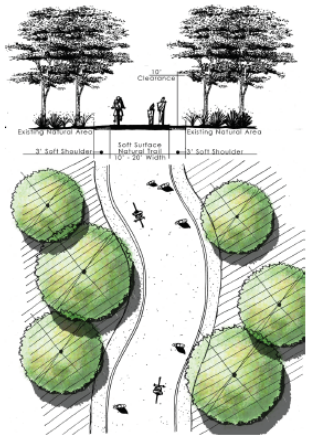


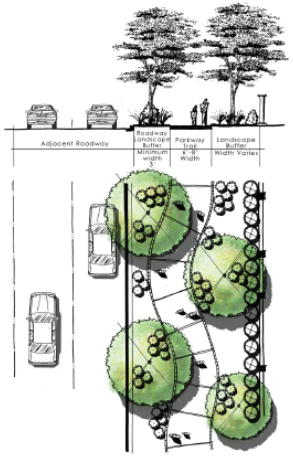
BASTROPTX
Heart of the Lost Pines / Est. 1832

What is right for Bastrop

- ***Facility Design (Multi-use Trails).*** *It is of particular importance that the City's multi-use trail system be viewed as more than a recreational amenity, and that it links to an on-street bicycle and pedestrian transportation system. Current land development ordinances requiring the provision of "greenways/ trail systems" as part of new development should be amended to include clear design standards, and to formalize requirements for multi-use trails (side paths) in street rights-of-way.*
- ***Paddling Trail Accessibility.*** *The City's property holdings on the Colorado River place it in a great position to provide greater paddling trail access through the development of new launch sites (even if the public property is not otherwise programmed to be developed as a park). Not only can amenities such as parking, restrooms, trash receptacles, and more be added to existing sites; accessible launch facilities can be developed at key locations to increase opportunities for people of all ages and abilities. A concerted effort should also be made to improve on-water and off-water way-finding for safety and marketing purposes.*

Goals and objectives that are associated with these considerations begin on page 7-19.

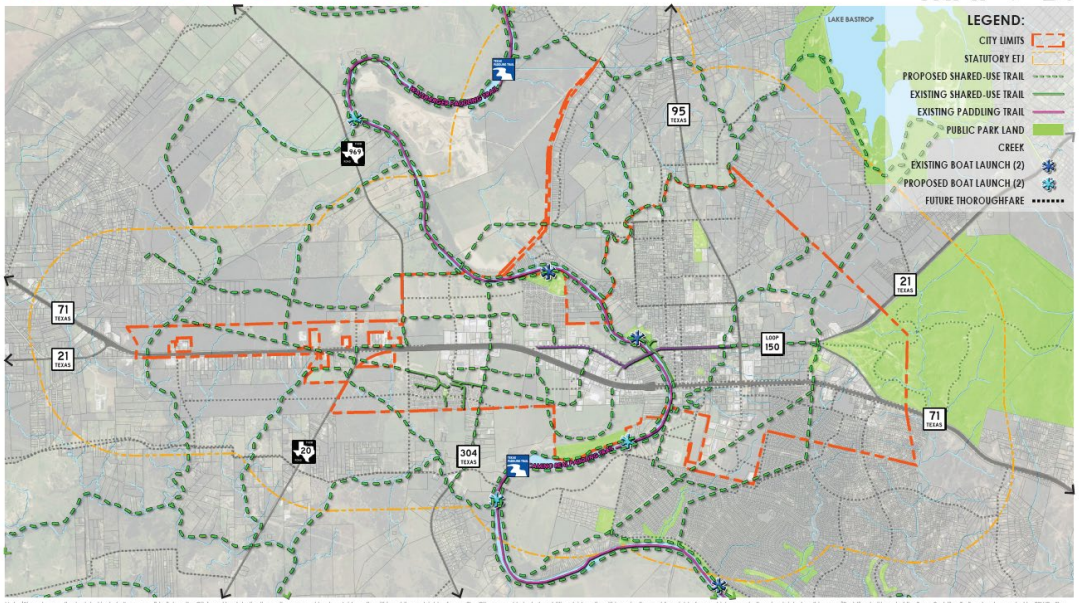




Multi-use trails (above left) can be constructed according to a variety of dimensional and surfacing standards - depending on conditions. Side paths within the public street-right-of-way (above right) should adhere more closely to AASHTO standards. Bastrop should prepare and adopt standard design guidelines for its proposed multi-use trail network.

PROPOSED MULTI-USE TRAIL NETWORK

MAP 7-D:



Note: "Shared use paths depicted include "greenway" trails (per the City's parkland dedication ordinance provisions) and side paths within public road rights-of-way. The City may opt to include additional sidepaths within major thoroughfare right-of-way which are not otherwise dipicted on this map. "Paddling trail is part of the Texas Paddling Trails network operated by TPWD. The City owns and maintains 2 boat launches.

BASTROPTX
Heart of the Lost Pines / Est. 1832

What is right for Bastrop

?

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 8C

TITLE:
Discuss Building Bastrop Codes with Matt Lewis.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 8D

TITLE:
Presentation and policy discussion regarding nuisance ordinances and how they relate to public education and enforcement.

STAFF REPRESENTATIVE:
James K. Altgelt, Director of Public Safety/Chief of Police

BACKGROUND/HISTORY:
With the launching of Building Bastrop in August 2018, the City has been evaluating its Code of Ordinances and how they interact with each other. The area of nuisances has been identified for review.

A simple word search in our current ordinances revealed the word "nuisance" is contained in 55 different ordinances, located in the following Chapters, Articles, and Sections:

- Chapter 1 – General Provisions, Article 1 – Code of Ordinances, Sections 1.01.009: General Penalty for Violations of Code; Continuing Violations
- Chapter 2 – Animal Control, Article 2.01 – General Provisions; Article 2.03 – Kennels and Multiple Pet Ownership, Sections 2.03.003: Facility Requirements for Kennels; and 2.03.006: Commercial Animal Sales Permit, Article 2.07 – Nuisances, Section 2.07.001: Creating Health Hazard
- Chapter 3 – Building Regulations, Article 3.12 – Unsafe or Substandard Buildings and Structures, Section 3.12.031: Minimum Standards; Article 3.17 – Flood Damage Prevention, Section 3.17.007: Administration; Article 3.18 – Mobile Home Parks, Section 3.18.040: Service Buildings and Other Community Service Facilities; Barbeque Pits, Fireplaces, Stoves, and Incinerators; Article 3.19 – Recreational Vehicle Parks, Section 3.19.007: Violations Declared Nuisance; Abatement; Penalty; Article 3.20 – Signs, Sections 3.20.014: Maintenance; 3.20.024: Enforcement, Remedies, Removal, Notification, Reclaiming
- Chapter 4 – Business Regulations, Article 4.04 – Peddlers, Solicitors, and Vendors, Sections 4.04.002: Findings, Purpose; Section 4.04.009: Litter Control and Trash Removal; Section 4.04.040: Revocation
- Chapter 6 – Health and Sanitation, Article 6.01 – Authority of City, Article 6.04 – Public Nuisances, Section 6.04.006: Improperly Maintained and Substandard Buildings; Article 6.05 – Violation Declared to Be A Nuisance; Punishable by Fine; Article 6.06 – Notice of Violation; Abatement by City; Article 6.07 – Assessment of Expense; Lien
- Chapter 7 – Municipal Court, Article 7.01 – Municipal Court of Record General Provisions, Section 7.01.002: Jurisdictional Limits of Court
- Chapter 8 – Offense and Nuisances, Article 8.05 – Abandoned and Junked Vehicles, Sections 8.05.031: Abandoned Vehicles Declared Public Nuisance; 8.05.032: Offense; Penalty; 8.05.033: Abatement by City Authorized; Procedures; 8.05.142: Junked

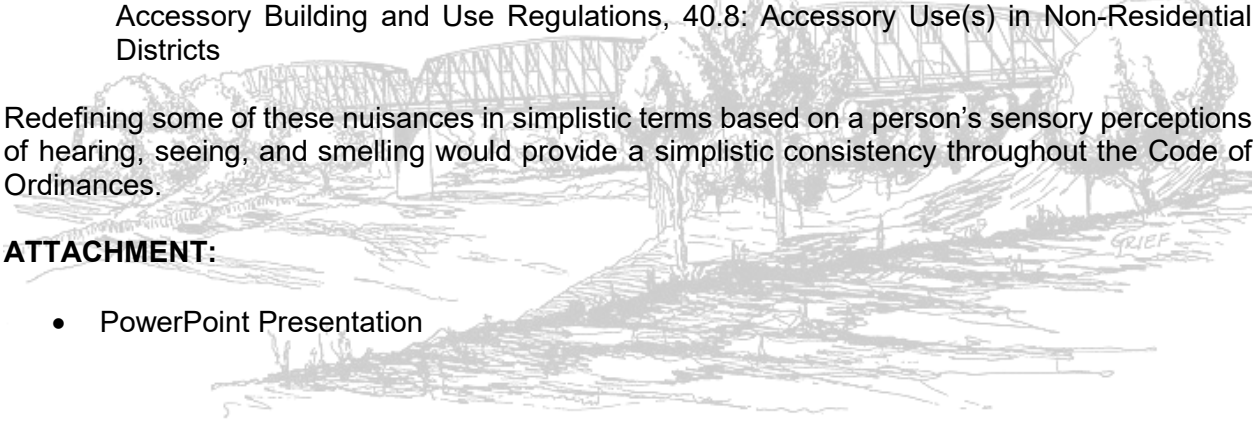
Vehicles Declared Public Nuisance; 8.05.143: Offenses; Penalty, 8.05.144: Abatement by City Authorized; 8.05.145: Notice; 8.05.146: Hearing; 8.05.147: Abatement When Persons Entitled to Notice Cannot Be Found; Article 8.06 – Noise, Sections 8.06.001: Definitions; 8.06.003: Maximum Permissible Sound Levels; 8.06.004: General Prohibition; Article 8.09 – Buildings, Sections 8.09.001: Definitions; 8.09.002: Offenses; Declaration of Nuisance; 8.09.003: Penalty; 8.09.004: Notice of Violation; Abatement by City; 8.09.005: Assessment of Expense; Lien, 8.09.007: Additional Authority to Abate Nuisances

- Chapter 12 – Traffic and Vehicles, Article 12.03 – U-Turns, Section 12.03.003: Unauthorized Devices; Article 12.06 – Stopping, Standing, and Parking, Sections 12.06.033: Abandoned and Inoperable Vehicles Declared Public Nuisance; 12.06.036: Penalty and Abatement
- Chapter 13 – Utilities, Article 13.03 – Discharge of Industrial Waste to Public Sewers, Section 13.03.010: Penalties; Additional Remedies; Article 13.04 – On-Site Sewage Facilities, Section 13.04.009: Duties and Powers of City's Designated Representative; Article 13.07 – Electrical Service, Sections 13.07.001: Residential Service; 13.07.002: Commercial Service; 13.07.003: Key Accounts
- Chapter 14 – Zoning, Section 38 – Off-Street Parking and Loading Requirements, 38.3: Nonresidential and MF Districts – Special Off-Street Parking Provisions; Section 40 – Accessory Building and Use Regulations, 40.8: Accessory Use(s) in Non-Residential Districts

Redefining some of these nuisances in simplistic terms based on a person's sensory perceptions of hearing, seeing, and smelling would provide a simplistic consistency throughout the Code of Ordinances.

ATTACHMENT:

- PowerPoint Presentation



Nuisances & The City of Bastrop Code of Ordinances







BASTROPTX
Heart of the Lost Pines / Est. 1832

Nuisance

Merriam-Webster

- *Harm, injury*
- *One that is annoying, unpleasant, or obnoxious*

Chapter 1 – General Provisions

General Violations

Whenever a violation of this code or in any ordinance is declared unlawful, punishment is a misdemeanor and punished by a fine not to exceed five hundred dollars ($500)

Fire / Safety / Zoning / Public Health & Sanitation

Punishment is a misdemeanor and punished by a fine not to exceed two thousand dollars ($2,000)

BASTROPTX
Heart of the Lost Pines / Est. 1832

Chapter 2 – Animal Control

Public Nuisance Animal

Any animal, other than a protected animal, that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to the enjoyment of life or property.

Chapter 2 – Animal Control

Facility Requirements for Kennels

Commercial Animal Sales Permit

BASTROPTX
Heart of the Lost Pines / Est. 1832

Chapter 3 – Building Regulations

Unsafe or Dangerous Building or Structure

Flood Damage Prevention

Mobile Home Parks

BASTROPTX
Heart of the Lost Pines / Est. 1832

Chapter 3 – Building Regulations

Recreational Vehicle Parks

Signs

Chapter 4 – Business Regulations

Peddlers, Solicitors, and Vendors

Litter Control and Trash Removal

BASTROPTX
Heart of the Lost Pines / Est. 1832

Chapter 6 – Health & Sanitation

Public Nuisances

Chapter 7 – Municipal Court

Jurisdictional Limits of the Court

Chapter 8 – Offenses and Nuisances

Abandoned Vehicles

Junked Vehicles

Noise

Buildings – Attractive Nuisance

BASTROPTX
Heart of the Lost Pines / Est. 1832

Chapter 12 – Traffic and Vehicles

Unauthorized Devices

Stopping, Standing, and Parking

Chapter 13 – Utilities

Discharge of Industrial Waste to Public Sewers

On-Site Sewage Facilities

Electrical Services – Access to Meters (Private & Commercial)

Chapter 14 – Zoning

Nonresidential and Multi-Family Districts – Off-Street Parking

Accessory Buildings

BASTROPTX
Heart of the Lost Pines / Est. 1832

Sensory Perceptions

Sight

Line of Sight (Distance)

Lumens

Foot Candle





BASTROPTX
Heart of the Lost Pines / Est. 1832

Sensory Perceptions

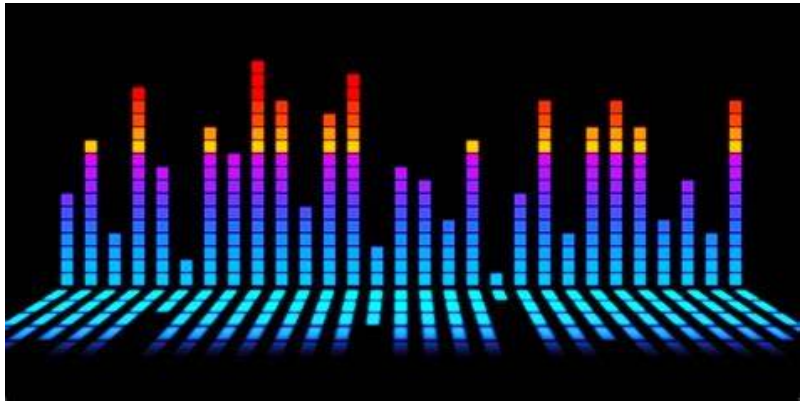


Hearing / Sound

Decibels

Sound Wave Frequency

Foot Candle



BASTROPTX
Heart of the Lost Pines / Est. 1832

Sensory Perceptions



Smell / Odors

Olfactometric Analysis

- *Olfactory Perception Threshold*

Types of Odors Detected

Natural Gas, Biogas, Landfill Gas, Liquefied Petroleum Gas (LPG), Syngas



BASTROPTX
Heart of the Lost Pines / Est. 1832

Next Steps . . .

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 8E

TITLE:
Provide an update on the Chicken Relocation Project in Downtown Bastrop, Texas.

STAFF REPRESENTATIVE:
James K. Altgelt, Director of Public Safety/Chief of Police

Chicken Relocation Project Update





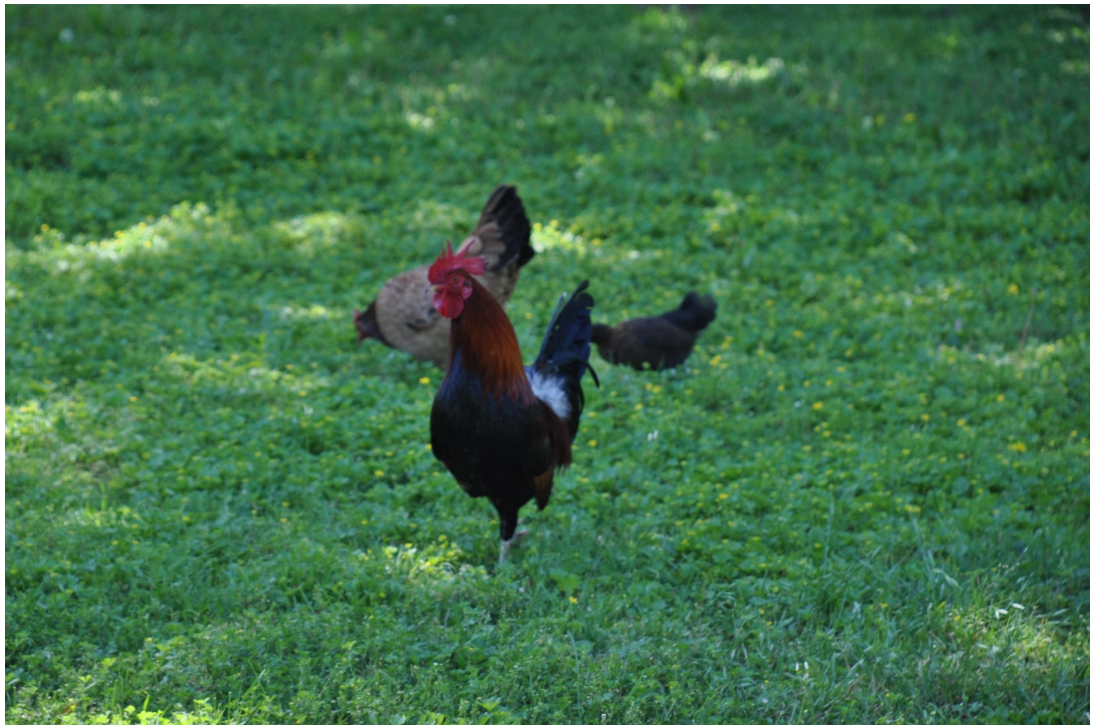
BASTROPTX
Heart of the Lost Pines / Est. 1832

Progress / Changes Since April 9, 2019

Chicken Round-Up

Wednesday, April 10, Three (3) Hour Period

- Six (6) City Employees, including two (2) employee from Public Works
- 8 Chickens
  - 5 Roosters
  - 3 Hens



BASTROPTX
Heart of the Lost Pines / Est. 1832

Progress / Changes Since April 9, 2019

Administrative Warrants

Change in "Harboring" Definition



BASTROPTX
Heart of the Lost Pines / Est. 1832

Progress to Date

From March 2018 through today at noon,

XXX Chickens

have been captured, transported, and relocated.

- XX hens
- XX chicks
- XX roosters



BASTROPTX
Heart of the Lost Pines / Est. 1832

Monthly Breakdown

Month	Hens	Chicks	Roosters	Monthly Total	Grand Total
March – December 2018	46	26	27	***99***	**99**
January 2019	0	0	0	***0***	**99**
February 2019	3	0	0	***3***	**102**
March 2019	13	6	14	***33***	**135**
April 2019	XX	XX	XX	***XX***	**XXX**

BASTROPTX
Heart of the Lost Pines / Est. 1832

QUESTIONS ?



BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 9A

TITLE:
Receive Monthly Development Update.

STAFF REPRESENTATIVE:
Matt Jones, Director of Planning and Development

BACKGROUND/HISTORY:
The Planning and Development Department's mission is preserving the past, while facilitating growth and quality of life in harmony with the vision for the City of Bastrop's future. The purpose of the department is to maximize community strengths and minimize weaknesses; protect property rights and enhance property values; anticipate growth and provide adequate public facilities and services; balance economic growth with quality of life issues; and avoid unmanageable concentrations or dispersal of population.

POLICY EXPLANATION:
Regular update for City Council and community regarding planning and development related items.

ATTACHMENT:
- PowerPoint presentation



Monthly Development Update

BASTROPTX
Heart of the Lost Pines / Est. 1832

Planning and Development

Mission and Purpose

Mission:

Preserving the past while facilitating growth and quality of life in harmony with the vision for the City of Bastrop's future.

Purpose:

To maximize community strengths and minimize weaknesses; protect property rights and enhance property values; anticipate growth and provide adequate public facilities and services; balance economic growth with quality of life issues; and avoid unmanageable concentrations or dispersal of population.

BASTROPTX
Heart of the Lost Pines / Est. 1832

New Hires

- Eddie Benavidez – Building Inspector
- Allison Long - Planner

BASTROPTX
Heart of the Lost Pines / Est. 1832

March – April Activity Matrix

	March - April	FYTD
Counter Visits	197	1,130
Permits Issued	78	481
Pre-Application Meetings	19	97

BASTROPTX
Heart of the Lost Pines / Est. 1832

Moratorium Metrics

Total Permits Issued	607
Trade	458
Building (Residential & Commercial)	149
Exception Applications	21
Exception Letters Issued	22
Exemption Applications	45
Exemptions Approved	43
Pre-Submission Meetings Held	114
Pre-Submission Meetings Scheduled For Upcoming	8

**As of April 11, 2019*

BASTROPTX
Heart of the Lost Pines / Est. 1832

New Certificate of Occupancy

- Silver Spur – 705-C Pine St.
- Sprint – 494 W. HWY 71
- Hunter's Crossing Apartments – 1006 Home Depot Way
  - Buildings 1, 6, and 7
- Limitless Texas Automotive – 304 Perkins St.
- Falcons Garage – 308 Industrial Blvd.
- His & Her Barbershop Salon – 102 W. HWY 71
- On the Surface Solutions – 2804 E. HWY 21

BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- Stem and Stone – 1007 Chestnut
  - Estimated Completion May 2019 - 80% complete

BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- Home Goods – 753 C HWY 71 W
  - Estimated Completion May 2019 – 65% complete

BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- Seton Hospital – 630 HWY 71 W
  - Estimated Completion October 2019 – 45% complete

BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- 365 Mini Storage – 510 HWY 71 W
  - Estimated Completion December 2019 – 15% complete

BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- Lost Pines Professional Building – 711 Old Austin Highway
  - Estimated Completion September 2019 – 30% complete

BASTROPTX
Heart of the Lost Pines / Est. 1832

Residential Projects

- Pecan Park
  - 151 lots
- Piney Creek Bend
  - 77 lots
- The Preserve at Hunter's Crossing
  - 140 units
- Hunter's Crossing Apartment Homes
  - 182 units

BASTROPTX
Heart of the Lost Pines / Est. 1832

Training and Certifications

Matt Jones

- Attended National American Planning Association conference





BASTROPTX
Heart of the Lost Pines / Est. 1832

Events

- Chamber of Commerce Luncheon
- Employee Meeting with City Manager
- Transportation and Drainage Code Rodeo

BASTROPTX
Heart of the Lost Pines / Est. 1832

Great Places in Texas

Recognition Dinner





BASTROPTX
Heart of the Lost Pines / Est. 1832

Great Places in Texas

Planning Day at the Capitol





BASTROPTX
Heart of the Lost Pines / Est. 1832



BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Questions or Comments?

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 9B

TITLE:
Receive presentation on the Quarterly Investment Report for the period ending March 31, 2019.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The Chief Financial Officer has been slowly diversifying the funds available for investment to increase the rate of return while safekeeping our principle. As shown in this report, the number of Certificates of Deposits have increased and some agency funds have been purchased, which are yielding a better rate of return than the investment pools.

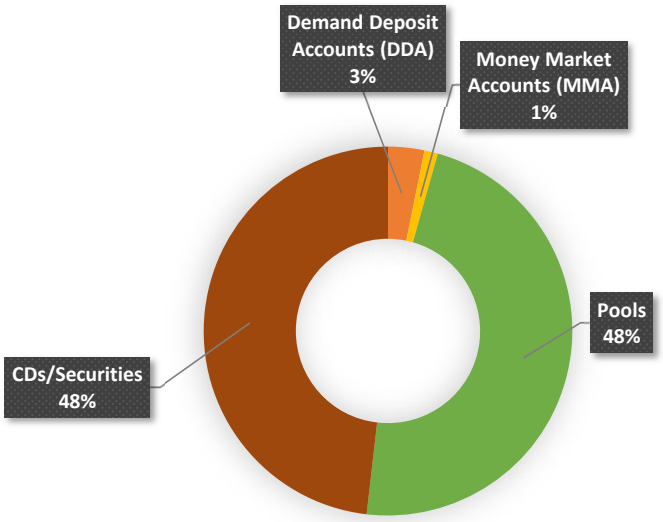
POLICY EXPLANATION:
This reporting requirement is set forth by the Public Funds Investment Act, Texas Government Code, Chapter 2256 and is also a requirement of the City of Bastrop Financial Management Policies, Chapter VIII. ASSET MANAGEMENT, Section C. INVESTMENT PERFORMANCE, as adopted by Resolution R2018-86 on September 11, 2018.

FUNDING SOURCE:
NA

ATTACHMENTS:
- Quarterly Investment Report for the period ending March 31, 2019.

City of Bastrop
Quarterly Investment Report
Portfolio Summary
period ending March 31, 2019

Investments Description	March 31, 2019 Book Value	March 31, 2019 Market Value	December 31, 2018 Book Value	December 31, 2018 Market Value	QTD Interest Earned	YTD Interest Earned	Weighted Average Maturity
Demand Deposit Accounts (DDA)	$ 862,299	$ 862,299	$ 983,436	$ 983,436	$ 6,095	$ 11,124	0.03
Money Market Accounts (MMA)	$ 869,861	$ 869,861	$ 372,410	$ 372,410	$ 1,230	$ 1,878	0.01
Pools	$ 15,216,513	$ 15,216,513	$ 14,716,791	$ 14,716,791	$ 96,592	$ 173,798	0.47
CDs/Securities	$ 14,495,494	$ 14,178,232	$ 14,924,529	$ 14,871,749	$ 63,459	$ 145,700	2.29
Total Investments	**$ 31,444,167**	**$ 31,126,905**	**$ 30,997,166**	**$ 30,944,386**	**$ 167,377**	**$ 332,500**	**2.80**



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, 2019

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	December 31, 2018 Book Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2019 Book Value	March 31, 2019 Market Value
DDA	FNB-Pooled Cash				$ 983,436			$ 862,299	$ 862,299
MMA	FNB-Escrow Acct				$ 250,231			$ 250,442	$ 250,442
MMA	FNC-Dreyfus				$ 63,685			$ 602,640	$ 602,640
MMA	MBS-MM Acct				$ 58,494		$ 67,000	$ 16,779	$ 16,779
Pools	Texpool				$ 3,430,347			$ 2,058,236	$ 2,058,236
Pools	Texas Class				$ 5,872,449			$ 8,143,397	$ 8,143,397
Pools	Texas Term				$ 5,413,995			$ 5,014,880	$ 5,014,880
Security	FHLMC	3134GATV6	1.73%	10/28/2019	$ 748,797			$ 748,797	$ 749,790
Security	FHLMC	3134GALS1	1.51%	9/12/2019	$ 498,122			$ 498,122	$ 497,250
Security	FHLMC	3134GATH7	1.43%	4/28/2020	$ 499,486			$ 499,486	$ 497,005
Security	FHLMC	3130ACHA5	1.75%	9/28/2020	$ 499,625			$ 499,625	$ 497,895
Security	FHLMC	3134GBG55	1.93%	9/29/2020	$ 248,980			$ 248,980	$ 247,393
Security	Intern Bk	45905UQ23	2.00%	10/30/2020	$ 520,488			$ 520,488	$ 516,204
Security	FHLMC	3134GSGA7	2.58%	2/24/2021	$ 510,220			$ 510,220	$ 510,194
CD	FNC	68621KAJ0	1.50%	3/18/2019	$ 248,000		$ 248,000	$ -	
CD	FNC	508176CH5	1.60%	3/22/2019	$ 249,000		$ 249,000	$ -	
CD	Frontier	501272	0.95%	5/25/2020	$ 249,811			$ 251,777	$ 251,777
CD	MBS	049060BE5	1.40%	1/14/2019	$ 249,000		$ 249,000	$ -	
CD	FNC	02587DM88	1.65%	4/5/2019	$ 245,000			$ 245,000	$ 244,971
CD	FNC	02587CEH9	1.55%	5/3/2019	$ 248,000			$ 248,000	$ 247,826
CD	FNC	39260NCF7	2.10%	5/7/2019	$ 245,000			$ 245,000	$ 244,956
CD	MBS	71270QQW9	1.60%	5/10/2019	$ 248,000			$ 248,000	$ 247,802
CD	FNC	48126XW35	1.50%	5/17/2019	$ 249,000			$ 249,000	$ 248,734
CD	FNC	949763HU3	1.65%	6/21/2019	$ 249,000			$ 249,000	$ 248,604
CD	FNC	856285BZ3	1.70%	6/24/2019	$ 247,000			$ 247,000	$ 246,615
CD	FNC	06740KKN6	1.65%	7/26/2019	$ 56,000			$ 56,000	$ 55,867
CD	FNC	33715LAK6	1.75%	6/17/2019	$ 249,000			$ 249,000	$ 248,681
CD	FNC	066438CN0	2.20%	8/9/2019	$ 245,000			$ 245,000	$ 244,846
CD	FNC	06740KKW6	1.70%	9/27/2019	$ 191,000			$ 191,000	$ 190,332
CD	FNC	55266CWX0	1.70%	9/27/2019	$ 59,000			$ 59,000	$ 58,796
CD	FNC	14042RKA8	1.75%	11/8/2019	$ 247,000			$ 247,000	$ 245,997
CD	FNC	95536KAC2	2.35%	11/8/2019	$ 245,000			$ 245,000	$ 244,890
CD	FNC	90421MCB7	2.35%	11/12/2019	$ 245,000			$ 245,000	$ 244,887
CD	FNC	90352RAA3	1.80%	11/18/2019	$ 247,000			$ 247,000	$ 246,022
CD	FNC	45673KAM8	1.75%	5/21/2019	$ 249,000			$ 249,000	$ 248,801
CD	MBS	474067AG0	1.90%	11/22/2019	$ 247,000			$ 247,000	$ 246,160
CD	FNC	61747MG47	2.20%	1/21/2020	$ 247,000			$ 247,000	$ 246,489
CD	FNC	27002YDN3	2.40%	3/16/2020	$ 245,000			$ 245,000	$ 244,819
CD	FNC	38148PZR1	2.50%	3/23/2020	$ 245,000			$ 245,000	$ 245,047
CD	FNC	32021SEU6	2.40%	3/23/2020	$ 245,000			$ 245,000	$ 244,806
CD	FNC	101120DX8	2.40%	3/23/2020	$ 151,000			$ 151,000	$ 150,882
CD	FNC	92937CGZ5	2.40%	3/23/2020	$ 245,000			$ 245,000	$ 244,806
CD	FNC	947547JX4	2.45%	3/30/2020	$ 245,000			$ 245,000	$ 244,917
CD	FNC	066851WA0	2.50%	3/30/2020	$ 190,000			$ 190,000	$ 190,027
CD	FNC	465076KG1	2.70%	5/4/2020	$ 246,000			$ 246,000	$ 246,581
CD	FNC	PER200EA3	2.70%	5/4/2020	$ 200,000			$ 200,000	$ 200,000
CD	FNC	90521AQW1	2.20%	5/16/2019	$ 245,000			$ 245,000	$ 244,958
CD	FNC	88224PKK4	2.20%	5/16/2019	$ 245,000			$ 245,000	$ 244,958
CD	FNC	23204HFR4	2.40%	11/25/2019	$ 245,000			$ 245,000	$ 244,949
CD	FNC	149159MP7	2.40%	9/5/2019	$ 249,000			$ 249,000	$ 249,012
CD	FNC	61760ALP2	2.75%	6/1/2020	$ 246,000			$ 246,000	$ 246,770
CD	FNC	46176PHV0	2.75%	6/1/2020	$ 246,000			$ 246,000	$ 246,770
CD	FNC	87165FVG6	2.65%	5/4/2020	$ 246,000			$ 246,000	$ 246,448
CD	FNC	033537AK7	2.60%	5/8/2020	$ 213,000			$ 213,000	$ 213,281
CD	FNC	05581WXZ3	2.80%	6/1/2020	$ 246,000		$ 246,000	$ -	$ -
CD	FNC	91435LAN7	2.85%	6/19/2020	$ 249,000			$ 249,000	$ 250,123
CD	MBS	02007GDZ3	2.70%	7/27/2020	$ 130,000			$ 130,000	$ 130,384
CD	FNC	00832KAE9	2.70%	8/16/2019	$ 243,000			$ 243,000	$ 243,265
CD	FNC	72247PAC0	2.80%	8/31/2020	$ 249,000			$ 249,000	$ 250,153
CD	FNC	286283AA4	2.80%	9/19/2020	$ 249,000			$ 249,000	$ 250,198
CD	FNC	02007GFL2	2.90%	10/13/2020	$ 88,000			$ 88,000	$ 88,575

City of Bastrop
Detail of Investment Holdings
period ending March 31, 2019

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	December 31, 2018 Book Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2019 Book Value	March 31, 2019 Market Value
CD	FNC	20451PWF9	3.10%	12/4/2020	$ 246,000			$ 246,000	$ 248,578
CD	FNC	59013J5Q8	3.10%	12/7/2020	$ 249,000			$ 249,000	$ 251,637
CD	MBS	17294XMS2	2.85%	1/19/2021	$ -	$ 245,000		$ 245,000	$ 245,806
CD	FNC	49254FAC0	3.10%	12/21/2020	$ 249,000			$ 249,000	$ 251,702
CD	MBS	02007GHL0	2.60%	2/16/2021	$ -	$ 67,000		$ 67,000	$ 37,179
CD	FNC	21050BAE0	2.85%	2/22/2021	$ -	$ 249,000		$ 249,000	$ 250,833
		TOTAL			$ 30,997,166	$ 561,000	$ 1,059,000	$ 31,444,167	$ 31,414,916

DATES: 1/01/2019- 3/31/2019

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
WATER/WASTEWATER FUND						
202-00-00-1010	XS RANCH WELL MI	250,231.15	211.22	0.00	250,442.37	250,308.48
	FUND 202 TOTAL	250,231.15	211.22	0.00	250,442.37	250,308.48
FAIRVIEW CEMETERY-PERMAN						
526-00-00-1142	CERT OF DEPOSIT-	249,811.03	1,965.51	0.00	251,776.54	250,247.81
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	379,811.03	1,965.51	0.00	381,776.54	380,247.81
2013 COMB REV/TAX BOND						
724-00-00-1100	TEXAS TERM	1,326,372.49	8,004.31	4,250.00CR	1,330,126.80	1,327,468.01
	FUND 724 TOTAL	1,326,372.49	8,004.31	4,250.00CR	1,330,126.80	1,327,468.01
CO 2014 SERIES						
725-00-00-1100	TEXAS TERM	458,748.16	1,918.31	267,575.95CR	193,090.52	376,532.62
	FUND 725 TOTAL	458,748.16	1,918.31	267,575.95CR	193,090.52	376,532.62
CO 2018 SERIES						
726-00-00-1100	TEXAS TERM CO 20	3,628,874.26	21,311.28	158,522.92CR	3,491,662.62	3,567,367.41
	FUND 726 TOTAL	3,628,874.26	21,311.28	158,522.92CR	3,491,662.62	3,567,367.41
POOLED CASH FUND						
991-00-00-1000	POOLED CASH ACCO	983,436.26	8,084,504.18	8,205,641.04CR	862,299.40	853,773.16
991-00-00-1100	TEX POOL	3,430,347.10	15,731.55	1,387,842.58CR	2,058,236.07	2,655,766.31
991-00-00-1105	TEXAS CLASS	5,872,448.76	3,258,548.45	987,600.54CR	8,143,396.67	7,748,864.28
991-00-00-1135	DREYFUS MM ACCT	63,684.82	787,954.87	249,000.00CR	602,639.69	176,956.59
991-00-00-1136	MULTI-BANK SECUR	58,493.96	270,285.04	312,000.00CR	16,779.00	44,570.18
991-00-00-1140	CERTIFICATE OF D	0.00	0.00	0.00	0.00	0.00
991-00-00-1141	CERTIFICATE OF D	10,275,000.00	249,000.00	743,000.00CR	9,781,000.00	10,174,577.78
991-00-00-1146	CERTIFICATES OF	744,000.00	312,000.00	249,000.00CR	807,000.00	763,933.33
991-00-00-1147	U.S. AGENCY	3,525,717.62	0.00	0.00	3,525,717.62	3,525,717.62
	FUND 991 TOTAL	24,953,128.52	12,978,024.09	12,134,084.16CR	25,797,068.45	25,944,159.25
	REPORT TOTALS	30,997,165.61	13,011,434.72	12,564,433.03CR	31,444,167.30	31,846,083.58

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 9C

TITLE:
Receive presentation on the unaudited Monthly Financial Report for the period ending March 31, 2019.

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.

POLICY EXPLANATION:
This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, adopted in conjunction with the FY2019 budget on September 25, 2018.

FUNDING SOURCE:
N/A

ATTACHMENTS:
- Unaudited Monthly Financial Report for the period ending March 31, 2019

CITY OF BASTROP

Comprehensive Monthly Financial Report
March 2019



Performance at a Glance as of March 31, 2019

	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	POSITIVE	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	POSITIVE	Page 12
HOT TAX FUND REV VS EXP	POSITIVE	Page 13
HOTEL OCCUPANCY TAX REVENUES	POSITIVE	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 2019

ECONOMIC INDICATORS

ECONOMY

National:
Real gross domestic product (GDP) increased at an annual rate of 2.2% in the 4th quarter of 2018. This is down from 3.4% from 3rd quarter. The personal income increased by .2% in Feb. 2019 after decreasing in Dec. 2018 by .1%. The personal consumption expenditures had no change since Dec. 2018 (All of these reported by the Bureau of Economic Analysis.)

U.S. Retail Sales:
Up .2% in Jan. 2019

Texas Retail Sales:
This index is a single summary statistic that sheds light on the future of the state's economy. The index is at 127.05 in Feb. 2019, up .41% from Jan. 2019 and down 1.79% from one year ago.

UNEMPLOYMENT

State-wide:
The state unemployment is 3.8% in Jan. 2019 which is up from Dec. 2018.

Bastrop:
Bastrop County has an unemployment rate of 3.4% in Feb. 2019 which is up from 3.1% in Dec. 2018.

March 31, 2019– NEWS FOR YOU

Attached is the Comprehensive Monthly Financial report for March 2019. This is 6 month of FY2019, or 50% of the fiscal year is complete.

Revenues: Overall, the City has earned $120,070,642. This amount is 52% of the approved budget of $38,755,937 and is 1.2% higher than the amount forecasted through the month of March.

Expense: Overall, the City has spent 13% less than forecasted.

Noteworthy

The grants for emergency generators at the Central Lift Station and Gills Branch Lift Station were finalized this month and invoices have been submitted for reimbursement.

BUDGET SUMMARY OF ALL FUNDS

Revenues:	FY2019 Budget	FY2019 Forecast	FY2019 YTD	Variance
General	$ 11,509,784	$ 7,273,271	$ 7,219,420	-0.7%
Designated	58,100	28,150	34,116	21.2%
Innovation	763,825	231,912	239,786	3.4%
Street Maintenance	1,106,000	1,103,000	1,111,685	0.8%
Debt Service	2,637,663	1,907,170	1,929,410	1.2%
Water/Wastewater	5,707,190	2,520,797	2,552,377	1.3%
Water/Wastewater Debt	2,235,643	833,976	836,845	0.3%
Water/Wastewater Capital Proj	155,000	77,500	89,271	15.2%
Impact Fees	509,600	208,800	194,775	-6.7%
Vehicle & Equipment Replacement	611,563	418,032	425,443	1.8%
Electric	7,721,040	3,178,032	3,192,527	0.5%
HOT Tax Fund	3,571,246	1,525,742	1,572,894	3.1%
Library Board	20,550	7,775	7,761	-0.2%
Park/Trail Land Dedicaiton	102,791	250	1,156	362.4%
Cemetery	113,700	48,500	47,660	-1.7%
Capital Bond Projects	75,000	37,500	66,103	76.3%
Grant Fund	1,416,576	17,000	26,691	57.0%
Hunter's Crossing PID	440,666	423,489	522,722	23.4%
TOTAL REVENUES	$ 38,755,937	$ 19,840,896	$ 20,070,642	1.2%

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

BUDGET SUMMARY OF ALL FUNDS

	FY2019 Budget	FY2019 Forecast	FY2019 YTD	Variance
Expense:				
General	$ 11,519,785	$ 5,457,084	$ 5,065,214	-7.2%
Designated	535,150	100,075	66,448	-33.6%
Innovation	2,210,488	1,116,371	710,967	-36.3%
Street Maintenance	566,797	-	-	0.0%
Debt Service	2,716,641	644,287	644,413	0.0%
Water/Wastewater	5,821,984	2,879,262	2,697,828	-6.3%
Water/Wastewater Debt	1,425,805	402,430	385,862	-4.1%
Water/Wastewater Capital Proj.	2,582,500	568,577	542,677	-4.6%
Impact Fees	710,242	29,115	28,050	-3.7%
Vehicle & Equipment Replacement	423,764	23,500	22,299	-5.1%
Electric	8,192,778	3,817,226	3,639,971	-4.6%
HOT Tax Fund	3,929,045	1,705,889	1,547,674	-9.3%
Library Board	21,475	10,738	2,362	-78.0%
Park Dedication	107,977	-	-	0.0%
Cemetery	97,480	46,390	35,104	-24.3%
Hunter's Crossing PID	112,720	68,860	77,604	12.7%
Capital Projects (Bond)	5,551,132	2,828,566	1,537,992	-45.6%
Grant Fund	1,416,576	213,263	195,782	-8.2%
TOTAL EXPENSES	$ 47,942,339	$ 19,911,633	$ 17,200,247	-13.6%
Surplus/(Shortfall)	$ (9,186,402)	$ (70,737)	$ 2,870,395	-4157.8%

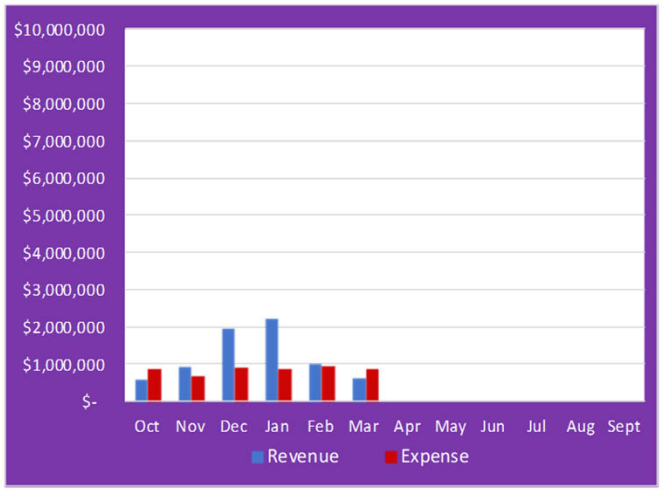
POSITIVE	= Negative variance or positive variance < 1% compared to forecast
WARNING	= Positive variance of 1-5% compared to forecast
NEGATIVE	= Positive variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT –March 2019

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	$ 579,372	$ 860,860	$ (281,488)
Nov	911,134	664,939	$ 246,195
Dec	1,937,802	897,305	$ 1,040,497
Jan	2,180,486	846,227	$ 1,334,259
Feb	998,718	931,640	$ 67,078
Mar	611,908	864,243	$ (252,335)
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 7,219,420	$ 5,065,214	$ 2,154,206
Cumulative Forecast	$ 7,273,271	$ 5,457,084	$ 1,816,187
Actual to Forecast $	$ (53,851)	$ 391,870	$ 338,019
Actual to Forecast %	-0.74%	7.18%	6.44%



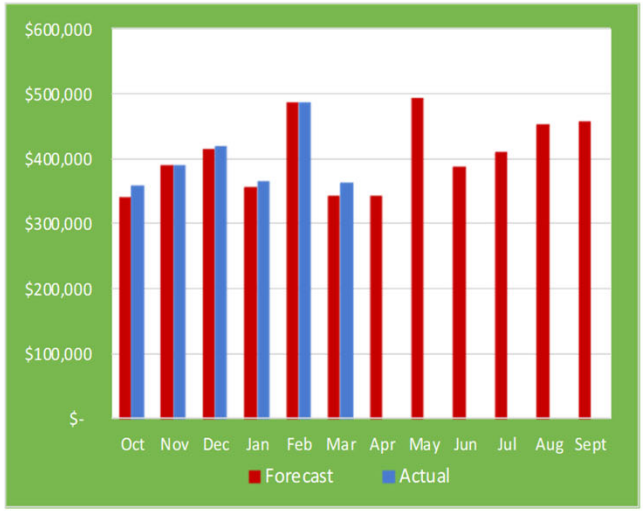
POSITIVE

Cumulatively overall, the General Fund is better than forecasted for this time of year. The fund is net positive 6%. The budget included a salary savings credit of $172,000 anticipating that it would take time to fill the new budgeted positions and savings from turnover. As of end of February we are at $149,287 savings YTD but not all is attributable to new postions, some are just from turnover. The positive variance between forecast and actual is timing of expense. Staff has spent significant time trying to anticipate when budgeted dollars will get spent but for some accounts this is an estimate.

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 340,507	$ 357,918	$ 17,411
Nov	389,151	389,073	$ (78)
Dec	413,473	417,882	$ 4,409
Jan	356,548	364,452	$ 7,904
Feb	485,934	485,877	$ (57)
Mar	342,660	362,397	$ 19,737
Apr	341,233		$ -
May	492,115		$ -
Jun	385,827		$ -
Jul	408,944		$ -
Aug	452,076		$ -
Sept	455,922		$ -
Total	$ 4,864,390	$ 2,377,599	$ 49,326
Cumulative Forecast	$ 2,328,273		
Actual to Forecast	$ 49,326	2.1%	

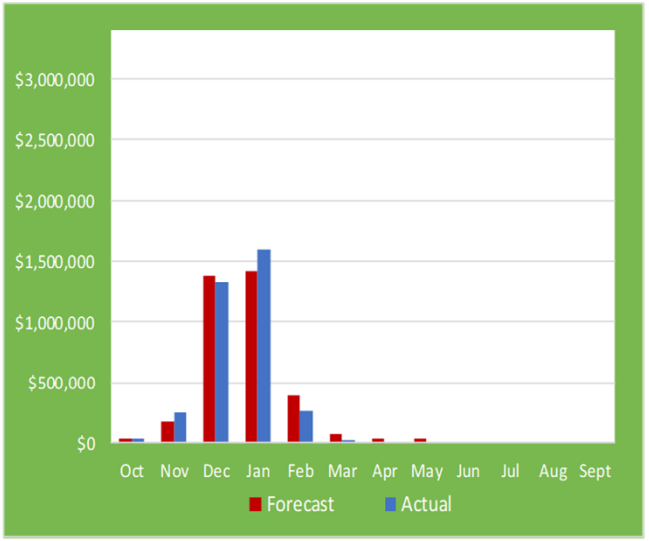


POSITIVE

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 2% greater than forecasted.

PROPERTY TAX REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 35,395	$ 39,476	$ 4,081
Nov	176,976	251,445	$ 74,469
Dec	1,380,410	1,331,743	$ (48,667)
Jan	1,415,806	1,601,144	$ 185,338
Feb	389,347	261,204	$ (128,143)
Mar	70,790	21,379	$ (49,411)
Apr	35,395		
May	35,395		
Jun	-		
Jul	-		
Aug	-		
Sept	-		
Total	$ 3,539,514	$ 3,506,391	$ 37,667
Cumulative Forecast	$ 3,468,724		
Actual to Forecast	$ 37,667	1.09%	



POSITIVE

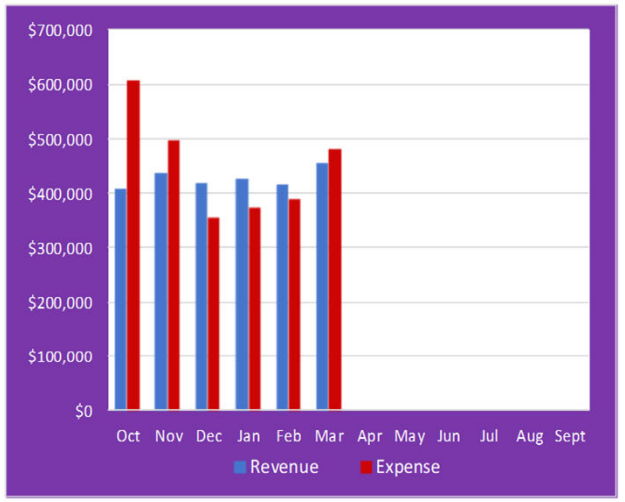
Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is exceeding the forecast by 1%.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –March 2019

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	$ 407,528	$ 606,317	$ (198,789)
Nov	436,189	495,625	$ (59,436)
Dec	416,157	353,565	$ 62,592
Jan	425,650	372,610	$ 53,040
Feb	413,959	388,972	$ 24,987
Mar	452,893	480,740	$ (27,847)
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 2,552,376	$ 2,697,829	$ (145,453)
Cumulative Forecast	$ 2,520,797	$ 2,879,262	$ (358,465)
Actual to Forecast $	$ 31,579	$ 181,433	$ 213,012
Actual to Forecast %	1.25%	6.30%	7.55%



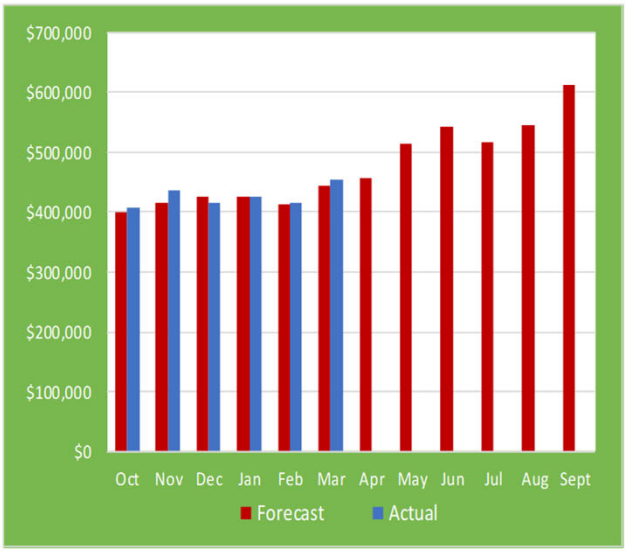
POSITIVE

Water and wastewater fund is 7.5% net positive. The elevated expense we experienced in Oct. has leveled off over the last few months.

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 400,030	$ 407,528	$ 7,498
Nov	414,677	436,189	$ 21,512
Dec	424,677	416,157	$ (8,520)
Jan	424,677	425,650	$ 973
Feb	412,353	413,959	$ 1,606
Mar	444,384	452,894	$ 8,510
Apr	456,707		
May	513,384		
Jun	541,722		
Jul	517,076		
Aug	545,414		
Sept	612,091		
Total	$ 5,707,192	$ 2,552,377	$ 31,579
Cumulative Forecast	$ 2,520,798		
Actual to Forecast	$ 31,579	1.25%	



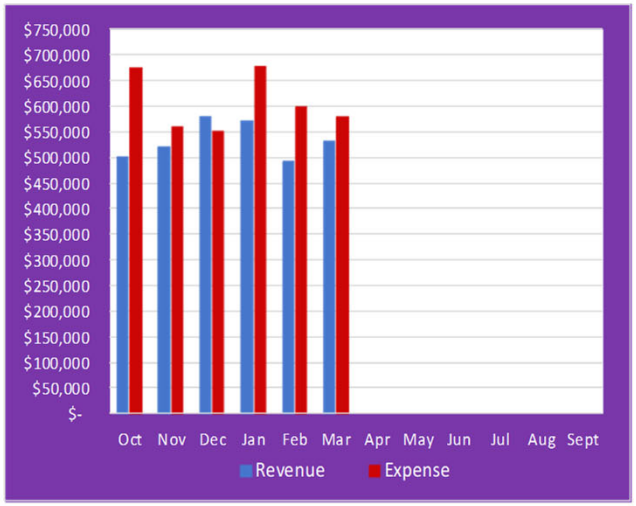
POSITIVE

The water and wastewater actual revenue is 1% net positive to forecast. There was 20 new residential meters set this month all residential.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	$ 501,810	$ 675,329	$ (173,519)
Nov	519,423	559,757	$ (40,334)
Dec	578,558	550,649	$ 27,909
Jan	571,345	676,791	$ (105,446)
Feb	491,235	599,338	$ (108,103)
Mar	530,156	578,108	$ (47,952)
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 3,192,527	$ 3,639,972	$ (447,445)
Cumulative Forecast	$ 3,178,032	$ 3,817,226	$ (639,194)
Actual to Forecast $	$ 14,495	$ 177,254	$ 191,749
Actual to Forecast %	0.46%	4.64%	5.10%



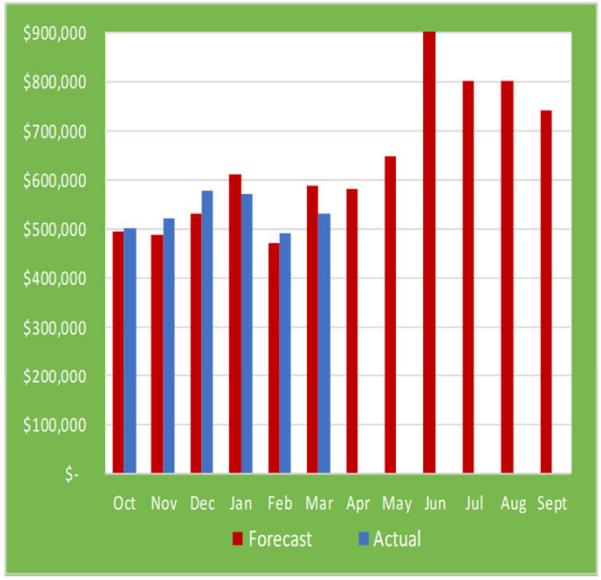
POSITIVE

The Electric utility fund is 5% net positive. The expense is higher in October due to budgeted annual transfers that were processed during this month.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 492,992	$ 501,810	$ 8,818
Nov	485,679	519,423	$ 33,744
Dec	529,557	578,558	$ 49,001
Jan	610,001	571,345	$ (38,656)
Feb	471,740	491,235	$ 19,495
Mar	588,062	530,156	$ (57,906)
Apr	580,749		
May	646,566		
Jun	973,778		
Jul	800,140		
Aug	800,140		
Sept	741,636		
Total	$ 7,721,040	$ 3,192,527	$ 14,496
Cumulative Forecast	$ 3,178,031		
Actual to Forecast	$ 14,496	0.46%	



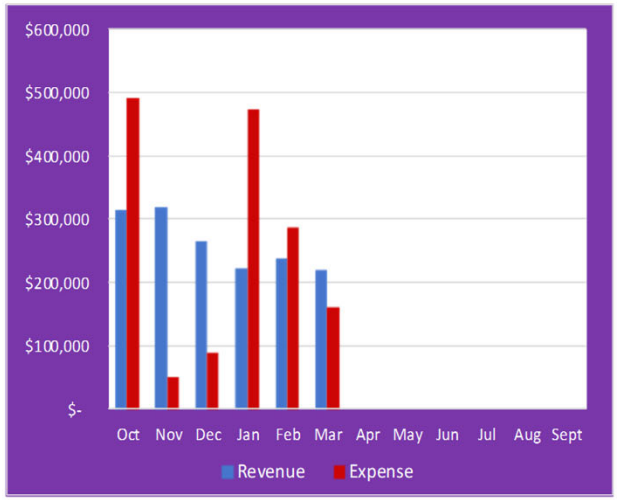
POSITIVE

The Electric utility revenue is .5% net positive to forecasted revenue. There were 4 new meter sets all residential.

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	$ 313,999	$ 489,369	$ (175,370)
Nov	318,578	50,241	$ 268,337
Dec	263,379	89,111	$ 174,268
Jan	221,133	471,250	$ (250,117)
Feb	235,767	286,720	$ (50,953)
Mar	220,037	160,987	$ 59,050
Apr			
May			
Jun			
Jul			
Aug			
Sept			
Total	$ 1,572,893	$ 1,547,678	$ 25,215
Cumulative Forecast	$ 1,525,742	$ 1,705,889	$ (180,147)
Actual to Forecast $	$ 47,151	$ 158,211	$ 205,362
Actual to Forecast %	3.09%	9.27%	12.36%



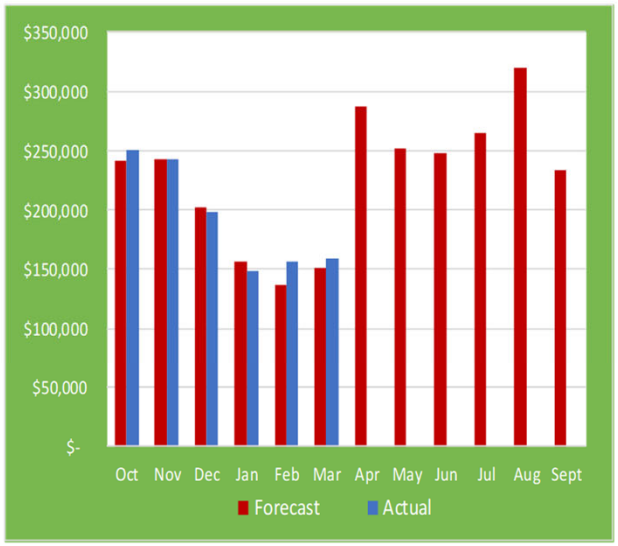
POSITIVE

The HOT Tax fund is 12% net positive. For FY2019, this fund is now a combined fund of all the HOT funded programs. Visit Bastrop is paid on a quarterly basis along with community asset organizations.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 241,423	$ 250,073	$ 8,650
Nov	242,303	242,469	$ 166
Dec	202,506	198,757	$ (3,749)
Jan	156,454	148,141	$ (8,313)
Feb	137,463	156,795	$ 19,332
Mar	150,729	159,156	$ 8,427
Apr	286,784		
May	251,767		
Jun	247,863		
Jul	265,283		
Aug	319,298		
Sept	234,127		
Total	$ 2,736,000	$ 1,155,391	$ 24,513
Cumulative Forecast	$ 1,130,878		
Actual to Forescast %	$ 24,513	2.2%	



POSITIVE

So far YTD we are 2% positive actual to forecast. ***The Hotel Tax revenue YTD is $1,112 less than same time last year.***

Legal fees by Attorney/Category

FIRM	CASE	FY16-17	FY17-18	FY18-19
BUNDREN				
	Pine Forest Interlocal	$ 83,620	$ 26,612	$ 1,711
	Vandiver	$ 2,343	$ -	$ -
	Aqua CCN	$ 12,898	$ -	$ -
	Red Light Camera Suit	$ -	$ -	$ -
TERRELL LAW FIRM				
	Water permit	$ 37,630	$ 135	$ -
DAVID BRAGG, P.C.				
	General legal	$ 48,215	$ -	$ -
	Vandiver	$ 9,640	$ -	$ -
	Water Permit	$ 3,120	$ -	$ -
	Pine Forest Interlocal	$ 3,560	$ -	$ -
BOJORQUEZ LAW FIRM				
	General legal	$ 3,299	$ 245,168	$ 144,109
	Vandiver	$ 4,546	$ 5,079	$ 152
	Pine Forest Interlocal	$ -	$ 10,116	$ -
	Prosecutor	$ -	$ 19,633	$ 11,289
	Water/Wastewater	$ -	$ 18,425	$ 11,163
MULTIPLE FIRMS				
	XS Ranch Bankruptcy	$ 7,415	$ 11,770	$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	$ 7,607	$ 27,965	$ 5,532
	Hunters Crossing PID	$ 17,927	$ 83,524	$ 33,704
	Water/Wastewater	$ -	$ 910	$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	$ 443	$ 2,124	$ 601
	Total Legal	$ 242,263	$ 451,460	$ 208,260

Summary by Case/Type

Row Labels	Sum of FY16-17	Sum of FY17-18	Sum of FY18-19
Aqua CCN	$ 12,898	$ -	$ -
General legal	$ 51,514	$ 245,168	$ 144,109
Hunters Crossing PID	$ 17,927	$ 83,524	$ 33,704
Pine Forest Interlocal	$ 87,180	$ 36,728	$ 1,711
Prosecutor	$ -	$ 19,633	$ 11,289
Red Light Camera Suit	$ 443	$ 2,124	$ 601
Vandiver	$ 16,529	$ 5,079	$ 152
Water permit	$ 40,750	$ 135	$ -
Water/Wastewater	$ -	$ 19,335	$ 11,163
XS Ranch Bankruptcy	$ 7,415	$ 11,770	$ -
XS Ranch Water Rights	$ 7,607	$ 27,965	$ 5,532
Grand Total	**$ 242,263**	**$ 451,460**	**$ 208,260**

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 9D

TITLE:
Receive Monthly Report from Visit Bastrop.

STAFF REPRESENTATIVE:
James K. Altgelt, Director of Public Safety/Chief of Police
Susan Smith, President/CEO of Visit Bastrop, DMO

BACKGROUND/HISTORY:
Visit Bastrop, a 501(c)6 organization, was engaged to provide destination marketing services and provide brand marketing for Bastrop as a destination.

As outlined in the Annual Management Agreement, the City and Visit Bastrop recognize the visitor industry as a key economic generator. Visit Bastrop's purpose is to provide "brand" marketing for Bastrop as a destination and to serve as the primary brand advocate. Visit Bastrop will also leverage utilization of existing facilities, while providing global oversight of Bastrop's visitor assets and activities. Visit Bastrop will also provide a level of unity and representation to maximize Bastrop's brand potential.

The Visit Bastrop Board of Directors meets monthly on the third Thursday at 8:30 a.m. and rotates meeting locations at different hospitality venues.

City Council established that the Visit Bastrop Board of Directors include broad representation of community assets and identified those as Arts, History, Hotels, Restaurants, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment, and Film in the Destination Services Management Agreement.

Per their management agreement, Visit Bastrop must make a monthly presentation to the City Council outlining progress in implementing their annual Business Plan, meeting performance targets, and the scope of services pursuant to that agreement.

Specifically Visit Bastrop shall work to:

(1) attract leisure visitors to the City and its vicinity;
(2) attract and secure meetings, events, retreats, and conventions to the City and its vicinity; and
(3) serve as a liaison to local businesses (including hoteliers, restaurateurs, and other similar entities) and City departments to attract leisure and business visitors, meetings, events, retreats, and conventions to the City and its vicinity.

Visit Bastrop shall also:

(A) carry out the actions defined in the applicable Annual Business Plan;

(B) utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in the destination and marketing organization industry;
(C) provide marketing and imaging campaigns for the City's tourism and convention industry;
(D) inform and partner with the City regarding high-profile or significant recruitment/attraction efforts;
(E) provide, in appropriate detail in accordance with the Tax Code, reports listing the Visit Bastrop's expenditures made with Hotel Occupancy Tax (HOT), and Visit Bastrop's progress in performing the services in conformance with implementation of the Annual Business Plan; and
(F) provide expertise in destination management in conjunction with the City of Bastrop to leverage available resources (such as community assets and activities to maximize opportunities to attract visitors to Bastrop, both leisure and business) recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

POLICY EXPLANATION:
On September 12th, 2017, the City Council passed Resolution Number R-2017-74 which approved a Destination and Marketing Services Agreement between the City of Bastrop and Visit Bastrop. Pursuant to Section 2.3(C) of this agreement, Visit Bastrop committed to providing monthly and annual written reports to the City. Tonight's presentation is in compliance with this obligation.

FUNDING SOURCE:
Visit Bastrop receives approximately $1.1 million dollars in Hotel Occupancy Tax annually from the City of Bastrop to provide destination marketing services and serve as the brand advocate for our community.

ATTACHMENTS:
- March 2019 Visit Bastrop President's Report

VISIT BASTROP EST. 1832 Texas

VISIT BASTROP | PRESIDENT'S REPORT

Reporting: March 1 - 31, 2019
Submitted: April 11, 2019
Presented: April 23, 2019

VISITBASTROP.COM SUMMARY - MARCH

WEBSITE (MARCH) SUMMARY

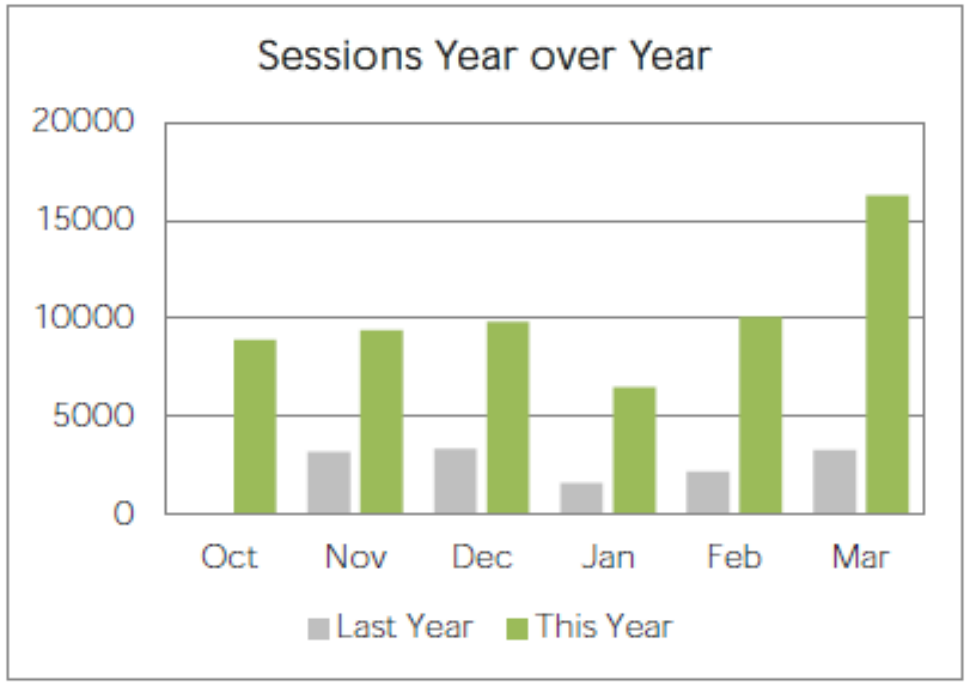
- Overall sessions on our website increased by 397% YoY
- Paid Traffic was the largest channel of traffic (44%)
- Organic traffic increased by 203% over last year

Top Organic Website Pages

- Things to do (676 sessions)
- Hyatt On-Site Activities (363 sessions)
- Events (343 sessions)
- Hyatt Listing Page (225 sessions)
- Top 10 Family-Friendly Activities in Bastrop

Top Cities Viewing our Website

Houston, Austin, Dallas, Bastrop, San Antonio, Chicago, Wyldwood, The Woodlands, Round Rock, College Station



YOY (YEAR OVER YEAR) SUMMARY

- Overall sessions – 16,265 | increase of 397% YOY
  - Up from 10,059 sessions in February
- Organic traffic increased 203% over last year

SOCIAL MEDIA STATISTICS - MARCH

	Total Fans	Fan Increase	Engagement	Impressions
Facebook	44,883	.03%	1,063	51,859
Instagram	1,049	1.75%	288	2,321

PUBLIC RELATIONS SUMMARY - MARCH

Total Clips: 4
Est. Total Coverage Views: 5,094
Est. Advertising Value: $$408.69

PROACTIVE OUTREACH FOR ARTICLE GENERATION

- Conde Nast Traveler – Best Place to Visit in May
- Family Vacation Critic – Cities You Never Thought to Visit with Kids
- Thrillist - Why Visit Bastrop
- Texas Meetings + Events - Winemaking, Bars, Clubs & Pubs
- Mic - Small Town Destinations You Can Access from Big City Airports
- Architectural Digest - Beautiful Small Towns in America
- Wide Open Country - Most Charming Small Towns

PUBLIC RELATIONS SUMMARY - MARCH

SECURED COVERAGE

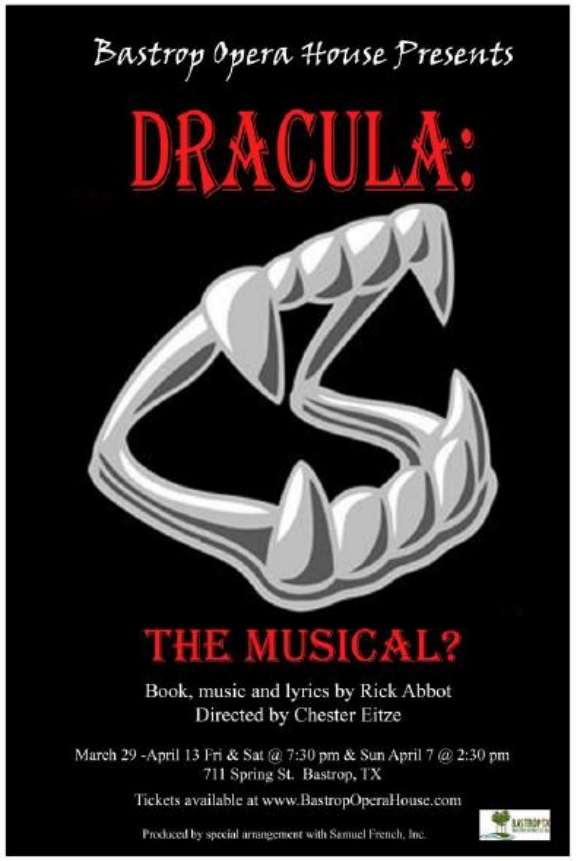
ANIMAL WELLNESS MAGAZINE- 7 Dog Friendly Spring Events
https://animalwellnessmagazine.com/dog-friendlyspring-events/
Est. Article Views: 2.23K
Industries Represented: venues & special events, entertainment, lodging
(Pitched in February 2019)

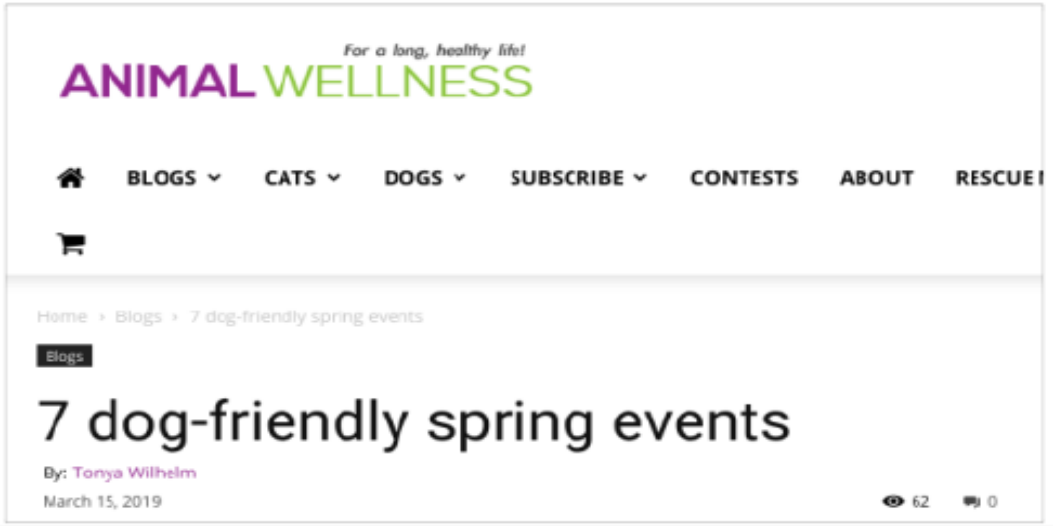
EVENT SUBMISSIONS

The below event was submitted to local Event Calendars and listed on the following websites:

DRACULA: THE MUSICAL?
Austin.com
Est. Event Views: 234
Austin 360
Est. Event Views: 1.45K
Austin Family
Est Event Views 1.18K

Other Submissions:
- Austin Monthly
- 365 Things Austin
- Austin Chronicle
- Community Impact
- Culture Map Austin
- Elgin Courier
- Texas Co-Op Power
- Spectrum News







3. Bastrop Music Festival

Bastrop Music Festival will feature several outdoor venues that are dog-friendly. This new festival showcases the best of the state: extraordinary natural beauty, talented people, an independent spirit and an amazing culture. Enjoy unique bands with many styles of music represented, including blues, country, soul, folk, Latin and more! While you're in town for the festival, you can stay at any one of their dog-friendly hotels and dine outdoors with your pup by your side.

Where: Bastrop, Texas

When: May 16th – 19th

LOOKING AHEAD – MARKETING INITIATIVES

- Develop media kit highlighting Visit Bastrop's brand, main attractions, key facts and story ideas for potential media coverage
- Conduct media outreach to promote Table on Main
- Develop media alert and conduct outreach to promote HERO Water Sports Challenge
- Develop press release and conduct outreach to promote Bastrop Music Festival
- Continue sourcing and securing influencers to visit Bastrop for social media and blog coverage
- Develop Visitor & Meeting Planner guide to highlight Visit Bastrop's brand and offerings for each market (leisure & group meetings)
- Develop Newsletter to reach potential guests with Visit Bastrop offerings for each market (leisure & group meetings)
- Roll out of the Visit Bastrop blog to start telling our story

LODGING INDUSTRY REPORT - FEBRUARY

	Current Month - February 2019 vs February 2018											
	Occ %		ADR		RevPAR		Percent Change from February 2018					
	2019	2018	2019	2018	2019	2018	Occ	ADR	RevPAR	Room Rev	Room Avail	Room Sold
Bastrop	59.5	56.3	141.27	139.81	84.09	78.74	5.7	1.0	6.8	6.8	0.0	5.7
Average	60.1	58.5	106.6	107.5	65.9	64.6	3.0	-1.1	1.8	4.2	2.4	5.5

	Year to Date – February 2019 vs February 2018											
	Occ %		ADR		RevPAR		Percent Change from YTD 2018					
	2019	2018	2019	2018	2019	2018	Occ	ADR	RevPAR	Room Rev	Room Avail	Room Sold
Bastrop	56.1	52	138.83	136.88	77.86	71.18	7.8	1.4	9.4	9.4	0.0	7.8
Average	55.2	53.5	104.0	104.2	59.1	57.2	3.2	-0.5	2.7	5.0	2.5	5.7

ADR – Average Daily Rate RevPAR – Revenue per Available Room Occ - Occupancy

SALES REPORT - MARCH

STATUS	QUANTITY	ROOM NIGHTS	ESTIMATED ATTENDEES	ECONOMIC IMPACT	NOTES
LEADS	8	2412	2150	$1,270,208.61	YTD - $2,348,058.14
DEFINITES	1	450	200	$85,184.69	YTD - $503,726.18
LEAD SERVICE REQUEST	4	N/A	-	-	
DEFINITE SERVICE REQUEST	1	N/A	-	-	
LOST LEADS	1	240	450	$117,234.55	Hotel and Convention center too small.
LOST SERVICE REQUESTS	-	N/A	-	-	
UNABLE TO BID	1	3850	-	-	Hotel meeting space too small.
LEAD ASSIST - HYATT	-	-	-	-	
DEFINITE ASSIST - HYATT	-	-	-	-	
LEAD SERVICE REQUEST - HYATT	-	N/A	-	-	
DEFINITE SERVICE REQUEST - HYATT	-	N/A	-	-	
LOST LEADS ASSIST – HYATT	-	-	-	-	

QUESTIONS, THOUGHTS COMMENTS?

Chamber of Commerce Newsletter
Board of Director Meetings
City Council Meetings
1408 B Chestnut Street
www.visitbastrop.com

Susan Smith, President
512-332-8991
susan@visitbastrop.com

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 10

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 23, 2019 **AGENDA ITEM**: 11A

TITLE:
Consider action to approve City Council minutes from the April 9, 2019, regular meeting and April 10, 2019 and April 17, 2019, special called meetings.

STAFF REPRESENTATIVE:
Lynda Humble, 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 the April 9, 2019, regular meeting and April 10, 2019, special called meeting.

ATTACHMENTS:
- April 9, 2019, DRAFT Regular Meeting Minutes.
- April 10, 2019, DRAFT Special Called Meeting Minutes.
- April 17, 2019, DRAFT Special Called Meeting Minutes.

BASTROP CITY COUNCIL
April 9, 2019

The Bastrop City Council met in a Regular Meeting on Tuesday, April 9, 2019, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jones, Ennis, Rogers and Peterson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

EXECUTIVE SESSION - CALL TO ORDER
At 5:00 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

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

2A. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss the appointment of an Associate Judge.

2B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding status of Building Bastrop Codes.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION
No action taken.

REGULAR SESSION - CALL TO ORDER
At 6:31 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE
The “Addams Family” Cast – Bastrop High School led the pledges.

INVOCATION
Grady Chandler, Police Chaplain gave the invocation.

PRESENTATIONS

7A. Mayor’s Report

7B. Councilmembers’ Report

7C. City Manager’s Report

7D. Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of April as National Sexual Assault Awareness Month for the City of Bastrop.
Presentation was made by Bernie Jackson, Family Crisis Center. The proclamation was read into record by Mayor Schroeder and received by Bernie Jackson, Family Crisis Center.

DRAFT

7E. Proclamation of the City Council of the City of Bastrop, Texas recognizing April 18, 2019 as National Lineman Appreciation Day.
The proclamation was read into record by Mayor Schroeder and received by Curtis Ervin, Director of BP&L and staff.

7F. Proclamation of the City Council of the City of Bastrop, Texas recognizing April 14 - 20, 2019 as National Public Safety Telecommunicators Week for the City of Bastrop.
The proclamation was read into record by Mayor Schroeder and received by James Altgelt, Safety Director/Chief of Police and Interim Director of Downtown and Hospitality.

7G. Proclamation of the City Council of the City of Bastrop, Texas recognizing April 2019 as National Fair Housing Month.
The proclamation was read into record by Mayor Schroeder and received by Brandy Spencer, Executive Director, Bastrop Housing Authority.

7H. Receive presentation and hold discussion regarding proposed changes to the Hotel Occupancy Tax Ordinance from Justin Bragiel with Texas Hotel & Lodging Association.
Presentation was made by Justin Bragiel, Texas Hotel & Lodging Association.

STAFF AND BOARD REPORTS

9A. Receive Presentation and Update from the YMCA of Austin/Bastrop Branch.
Presentation was made by Terry Moore, Director of YMCA of Austin/Bastrop Branch.

9B. Receive Presentation and Update from the Bastrop Opera House.
Presentation was made by Lisa Holcomb, Executive Director, Bastrop Opera House.

9C. Receive Presentation and Update from the Bastrop County Historical Society.
Presentation was made by Kaye Sapikas, Director, Bastrop County Historical Society.

Mayor Schroeder recessed the Council Meeting at 7:42 p.m.

Mayor Schroeder called the Council Meeting back to order at 7:50 p.m.

CITIZEN COMMENTS - NONE

CONSENT AGENDA

A motion was made by Mayor Pro Tem Nelson to approve Items 11A with the following amendment and 11B listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Council Member Ennis, motion was approved on a 5-0 vote.

11A. Consider action to approve City Council minutes from the March 26, 2019, meeting.

The amendment was to add action language to item 2A for the March 26, 2019 minutes as follows.

2A. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss Interview Process for an Associate Judge.
A motion was made by Council Member Peterson to have an interview process with a panel composed of the Mayor, Municipal Judge and Court Administrator and the panel will bring a recommendation back to Council, seconded by Council Member Jones, motion was approved on a 5-0 vote

11B. Consider action to approve second reading of Ordinance No. 2019-05 of the City Council of the City of Bastrop, Texas amending the City of Bastrop, Texas Code of Ordinances, Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention, Section 3.17.007 Administration to allow the City Manager to appoint a designee to serve as Floodplain Administrator; repealing conflicting provisions; providing for severability; proper notice and meeting; and establishing for an effective date.

INDIVIDUAL CONSIDERATION

12F. Consider action to approve Resolution No. R-2019-31 of the City Council of the City of Bastrop, Texas, approving the Pecan Park, Section 3E Final Plat, being 3.787 acres out of the Mozea Rousseau Survey, Abstract 56, located west of the extension of Trailside Lane, within the city limits of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.
Presentation was made by Assistant Director of Planning, Jennifer Bills.

A motion was made by Council Member Ennis to approve Resolution No. R-2019-31, seconded by Council Member Jones, motion was approved on a 5-0 vote.

12G. Consider action to approve Resolution No. R-2019-30 of the City Council of the City of Bastrop, Texas, approving the Pecan Park, Section 3D Final Plat, being 13.336 acres out of the Mozea Rousseau Survey, Abstract 56, located north of the extension of Childers Drive, within the city limits of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.
Presentation was made by Assistant Director of Planning, Jennifer Bills.

A motion was made by Council Member Peterson to approve Resolution No. R-2019-30, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

WORK SESSION/BRIEFINGS

8E. Provide an update on the Chicken Relocation Project in Downtown Bastrop, Texas.
Update was provided by Safety Director/Chief of Police and Interim Director of Downtown and Hospitality, James Altgelt.

INDIVIDUAL CONSIDERATION CONTINUED

12J. Consider Action to approve the first reading of Ordinance Number 2019-11 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 2 Titled "ANIMAL CONTROL," Article 2.01 Titled "GENERAL PROVISIONS," Sections 2.01.001 Titled "DEFINITIONS"; amending the definitions of "Feral," "Livestock," "Poultry /Fowl," and Wild Birds" and 2.01.007 Titled "Injury or destruction of wild birds;" amending the provision amending the provision for the exclusion of certain birds from this section by adding chickens and repealing all prior ordinances that are in conflict herewith; as attached in Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting and move to include on the April 23, 2019 agenda for a second reading.
Presentation was made by Safety Director/Chief of Police and Interim Director of Downtown and Hospitality, James Altgelt.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-11 and to include on the April 23, 2019 agenda for a second reading, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

12B. Consider action to approve Ordinance No. 2019-08 of the City Council of the City of Bastrop, Texas, Master Ordinance establishing the City of Bastrop, Texas Water and Wastewater Utility System Revenue Financing Program; repealing all ordinances and actions in conflict herewith; and providing for the following: findings of fact; enactment; severability; effective date; and proper notice and hearing.
Presentation was made by Dan Wegmiller, Managing Director, Specialized Public Finance Inc. and Bart Fowler, McCall Parkhurst & Horton LLP.

A motion was made by Council Member Peterson to approve Ordinance No. 2019-08, seconded by Council Member Jones, motion was approved on a 5-0 vote.

12C. Consider action to approve Ordinance No. 2019-09 of the City Council of the City of Bastrop, Texas, authorizing the First Supplemental Ordinance to the Master Ordinance establishing the City of Bastrop, Texas Water and Wastewater Utility System Revenue Financing Program; authorizing the issuance of the City of Bastrop, Texas Water and Wastewater Utility System Revenue Bonds, Series 2019; approving an official statement, a paying agent/registrar agreement and other agreements relating to the sale and issuance of the bonds; and ordaining other matters relating to the issuance of the bonds; and providing for the following: findings of fact; enactment; severability; effective date; and proper notice and hearing.
A motion was made by Mayor Pro Tem Nelson to approve Ordinance No. 2019-09, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

12D. Consider action to approve Resolution No. R-2019-35 of the City Council of the City of Bastrop, Texas adopting a Purpose Statement for the International Code Review Process; and establishing for an effective date.
Presentation was made by Director of Planning, Matt Jones.

A motion was made by Council Member Jones to approve Resolution No. R-2019-35, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

12E. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-06 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit to allow a 400 square foot accessory structure on Tahitian Village, Unit 1, Block 19, Lot 598, 599, and 600, located at 149 Mahalo Court, an area zoned SF-9, Single Family 9, within the city limits of Bastrop, Texas; as shown in Exhibits A and B; setting out conditions; including a severability clause; establishing an effective date, and move to include on the April 23, 2019 Consent Agenda for second reading.
Presentation was made by Assistant Director of Planning, Jennifer Bills.

Public hearing opened.

Public hearing closed.

A motion was made by Council Member Jones to approve the first reading of Ordinance No. 2019-06 and to include on the April 23, 2019 Consent Agenda for second reading, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

12H. Consider action to approve the first reading of Ordinance 2019-07 of the City Council of the City of Bastrop, Texas ("city") implementing a pilot program to authorize the sale of food from mobile food vendors within the City limits and to establish a mobile food vendor permit process for the pilot program; providing for findings of fact, purpose, expiration date; enactment, variance, repealer, severability, effective date, and proper notice and meeting.
Presentation was made by Director of Planning, Matt Jones.

A motion was made by Council Member Jones to approve the first reading of Ordinance No. 2019-07 with the following amendment and include on the April 23, 2019 Consent Agenda for second reading, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

The amendment was to allow porter cans with a maintenance plan as defined by staff.

12I. Consider action to approve Resolution R-2019-36 of the City Council of the City of Bastrop, Texas authorizing the Mayor, Mayor Pro-Tem, City Manager, and City Attorney to communicate with the Office of the Governor and Texas Legislature on behalf of the City of Bastrop Texas; and establishing an effective date.
Presentation was made by City Manager, Lynda Humble.

A motion was made by Council Member Ennis to approve Resolution No. R-2019-36, seconded by Council Member Jones, motion was approved on a 5-0 vote.

Mayor Schroeder recessed the Council Meeting at 9:14 p.m.

Mayor Schroeder called the Council Meeting back to order at 9:24 p.m.

12A. Consider action and approve Resolution No. R-2019-34 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific

Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules)
Presentation was made by Assistant Director of Planning and Zoning, Jennifer Bills.

A motion was made by Council Member Jones to approve Resolution No. R-2019-34 for 192 Shiloh Road, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

A motion was made by Council Member Jones to approve Resolution No. R-2019-34 for 291 Hoffman Road, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

A motion was made by Council Jones to approve Resolution No. R-2019-34 for TBD Kohala Lane, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

WORK SESSION/BRIEFINGS CONTINUED

8A. Update and discussion of current Legislative Session and its impact on local municipalities.
Update was provided by Mayor Schroeder.

8B. Hold discussion regarding Storm Drainage Design Manual & Ordinance as it relates to water quality.
Presentation was made by Director of Public Works & Leisure Services, Trey Job and discussion was held.

8C. Hold policy discussion regarding the current and proposed Street lighting standards.
Presentation was made by Director of Public Works & Leisure Services, Trey Job and policy discussion was held.

8D. Hold discussion regarding Parking Standards for Building Bastrop Codes.
Presentation was made by Director of Planning, Matt Jones and discussion was held.

8F. Continue discussion from the February 26, 2019 work session regarding the creation of rates and standardized contracts for future wholesale water and wastewater customers.
Presentation was made by City Manager, Lynda Humble and discussion was held.

8G. Hold discussion regarding “grandfathered status” under Chapter 245 of the Texas Local Government Code.
Presentation was made by City Attorney, Alan Bojorquez and discussion was held.

ADJOURNMENT

Adjourned at 11:47 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on April 23, 2019, by Council Member _____'s motion, Council Member _____'s second. The motion was approved on a ____ vote.

DRAFT

MINUTES OF SPECIAL BASTROP CITY COUNCIL WORKSHOP
APRIL 10, 2019

The Bastrop City Council met on Wednesday, April 10, 2019, at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson, and Council Members Jones, Ennis, Rogers and Peterson. Officers present were: City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

CALL TO ORDER
Mayor Schroeder called the meeting to order with a quorum being present at 6:02 p.m.

WORK SESSION

2A. Discuss findings from the Transportation Rodeo and Bastrop's Transportation Master Plan, Chapter 5 – Thoroughfare Plan.
Discussion was led by Tom Grant, Vice President of Kimley-Horn and Associates, Inc. and Matt Lewis, President/CEO of simplecitydesign.

Mayor Schroeder recessed the Council Meeting at 7:40 p.m.

Mayor Schroeder called the Council Meeting back to order at 7:53 p.m.

2B. Discuss the proposed Bastrop Building Block Codes including Character Districts, Place Types, Street Designs, Building Types, and the Pattern Book.
Discussion was led by Matt Lewis, President/CEO and Milosav Cekic of simplecitydesign.

2C. Discuss findings from the Drainage Rodeo, if needed.

Mayor Schroeder recessed the Council Meeting at 9:35 p.m.

Mayor Schroeder called the Council Meeting back to order at 9:43 p.m.

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 9:50 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on April 23, 2019, by Council Member _____'s motion, Council Member _____'s second. The motion was approved on a ____ vote.

DRAFT

MINUTES OF SPECIAL BASTROP CITY COUNCIL WORKSHOP
APRIL 17, 2019

The Bastrop City Council met on Wednesday, April 17, 2019, at 4:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson, and Council Members Jones, Ennis, and Peterson. Officers present were: City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

CALL TO ORDER
Mayor Schroeder called the meeting to order with a quorum being present at 4:01 p.m.

Council Member Rogers arrived at 4:45 p.m.

WORK SESSION

2A. Discuss the proposed Bastrop Building Block Codes including Character Districts, Place Types, Street Designs, Building Types, and the Pattern Book.
Discussion was led by Lynda Humble, City Manager and Matt Lewis, President/CEO, simplecitydesign.

Mayor Schroeder recessed the Council Meeting at 5:39 p.m.

Mayor Schroeder called the Council Meeting back to order at 5:54 p.m.

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 8:27 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on April 23, 2019, by Council Member _____'s motion, Council Member _____'s second. The motion was approved on a ____ vote.

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 11B

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-06 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit to allow a 400 square foot accessory structure on Tahitian Village, Unit 1, Block 19, Lot 598, 599, and 600, located at 149 Mahalo Court, an area zoned SF-9, Single Family 9, within the city limits of Bastrop, Texas; as shown in Exhibits A and B; setting out conditions; including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address:	149 Mahalo Court (Attachment 1)
Total Acreage:	0.71 acres
Legal Description:	Tahitian Village, Unit 1, Block 19, Lots 598, 599, 600
Property Owner:	Mike Kilburn
Existing Use:	Single-Family Residential
Existing Zoning:	SF-9, Single-Family 9
Future Land Use:	Neighborhood Residential

BACKGROUND/HISTORY:
The applicant is applying for a Conditional Use Permit to build an accessory unit up to 400 square feet in size. When an accessory building is greater than 240 square feet in the Single-Family 9 zoning district, the owner is required to receive a Conditional Use Permit.

The property has an existing single-family home on the lot. The structure will be located behind the front façade of primary building and within all of the required setbacks (Exhibit A).

The proposed accessory structure has a 16 feet by 24 feet (384 square feet) footprint, a height of 11 feet 2 inches, and includes a pitched roof and engineered wood siding.

Proposed Structure

(Exhibit B)



POLICY EXPLANATION:
The purpose of conditional uses is to allow certain uses in districts that under some circumstances would not be compatible with other permitted uses but may be compatible if certain conditions and development restrictions are met. A Conditional Use Permit (CUP) is adopted by Ordinance, similar to a standard zoning request, with public hearings at Planning & Zoning Commission and City Council, as well as two ordinance readings at separate City Council meetings.

Section 33.2 of the Zoning Ordinance states that the Planning and Zoning Commission may consider the following criteria when approving a CUP:

i. The use is harmonious and compatible with surrounding existing uses or proposed uses;
The surrounding land use is single-family residential. The Future Land Use Plan designates this area a Neighborhood Residential.

ii. The activities requested by the applicant are normally associated with the permitted uses in the base district;
Single-family uses are one of the primary uses of the Single-Family 9 zoning district.

iii. The nature of the use is reasonable;
The requested use for an accessory structure is allowed as secondary structure to a primary structure and is a complementary use for a single-family use.

iv. Any negative impact on the surrounding area has been mitigated;

The proposed structure will be located behind the front façade line (not in front of the structure) and within all required setbacks on the property.

v. Any additional conditions specified [to] ensure that the intent of the district purposes are being upheld.

No other conditions other than the standard are recommended by staff.

Compliance with Emergency Ordinance 2018-1-A and 2018-2-A
The owner of the property held a Pre-Submission meeting with staff and then received an Exemption from City Council on February 12, 2019. The requested Conditional Use Permit contains the same plans presented in the exemption application.

PUBLIC COMMENTS:
Property owner notifications were mailed to four adjacent property owners on March 11, 2019. At the time of this report, two responses were received, both with a response of no objection (Attachment 3).

PLANNING & ZONING COMMISSION REPORT:
The Planning & Zoning Commission held a public hearing and considered this item at the March 28, 2019 regular meeting. The Commission voted 9 - 0 to recommend approval of the Conditional Use Permit with the standard listed conditions.

RECOMMENDATION:
Consider action to approve the second reading of Ordinance 2019-06 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit to allow a 400 square foot accessory structure on Tahitian Village, Unit 1, Block 19, Lot 598, 599, and 600, located at 149 Mahalo Court, an area zoned SF-9, Single Family 9, within the city limits of Bastrop, Texas; as shown in Exhibits A and B; setting out conditions; including a severability clause; and establishing an effective date.

Standard Conditions from Section 33.2:

1. Construction and permits submitted shall be in conformance with the City of Bastrop regulations.
2. All necessary permits for the proposed development shall be acquired prior to construction on the subject property.
3. A Building Permit shall be applied for and secured within one (1) year from the date the conditional use permit is granted (second reading of the ordinance).

ATTACHMENTS:
- Ordinance 2019-06
- Exhibit A: Property Site Plan
- Exhibit B: Proposed Building Plans
- Attachment 1: Location and Zoning Map
- Attachment 2: Letter of Intent
- Attachment 3: Property Owner Responses

ORDINANCE 2019-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A 400 SQUARE FOOT ACCESSORY STRUCTURE ON TAHITIAN VILLAGE, UNIT 1, BLOCK 19, LOT 598, 599, AND 600, LOCATED AT 149 MAHALO COURT, AN AREA ZONED SF-9, SINGLE FAMILY 9, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBITS A AND B; SETTING OUT CONDITIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Mike Kilburn (the "Owner") submitted a request for a Conditional Use Permit (CUP) for up to a 400 square foot accessory structure on Tahitian Village, Unit 1, Block 19, Lot 598, 599, and 600, located at 149 Mahalo Court, within the city limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a property site plan is attached hereto as Exhibit "A" (the "Property); and

WHEREAS, the Property is currently zoned as Single Family 9 (SF-9); and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the CUP was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the CUP request on March 28, 2019; and

WHEREAS, the owner's proposed development, with the stated conditions, meets the intent of the Zoning Ordinance, Section 33.2, Conditional Use Permit criteria; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission recommended approval of the proposed request, subject to certain conditions set forth herein; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve the CUP.

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

Section 1: A Conditional Use Permit for a 400 square foot accessory structure, situated on Tahitian Village, Unit 1, Block 19, Lot 598, 599 & 600, located at 149 Mahalo Court, within the city limits of Bastrop, Texas as more particularly shown on Exhibits "A" and "B", shall be and is hereby approved with the following conditions:

a. Construction and permits submitted shall be in conformance with the City of Bastrop regulations.
b. All necessary permits for the proposed development shall be acquired prior to construction on the subject property.
c. A Building Permit shall be applied for and secured within one (1) year from the date the conditional use permit is granted (second reading of the ordinance).

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: 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.

READ and APPROVED on First Reading on the 9th day of April 2019.

READ and ADOPTED on the Second Reading on the 23th day of April 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

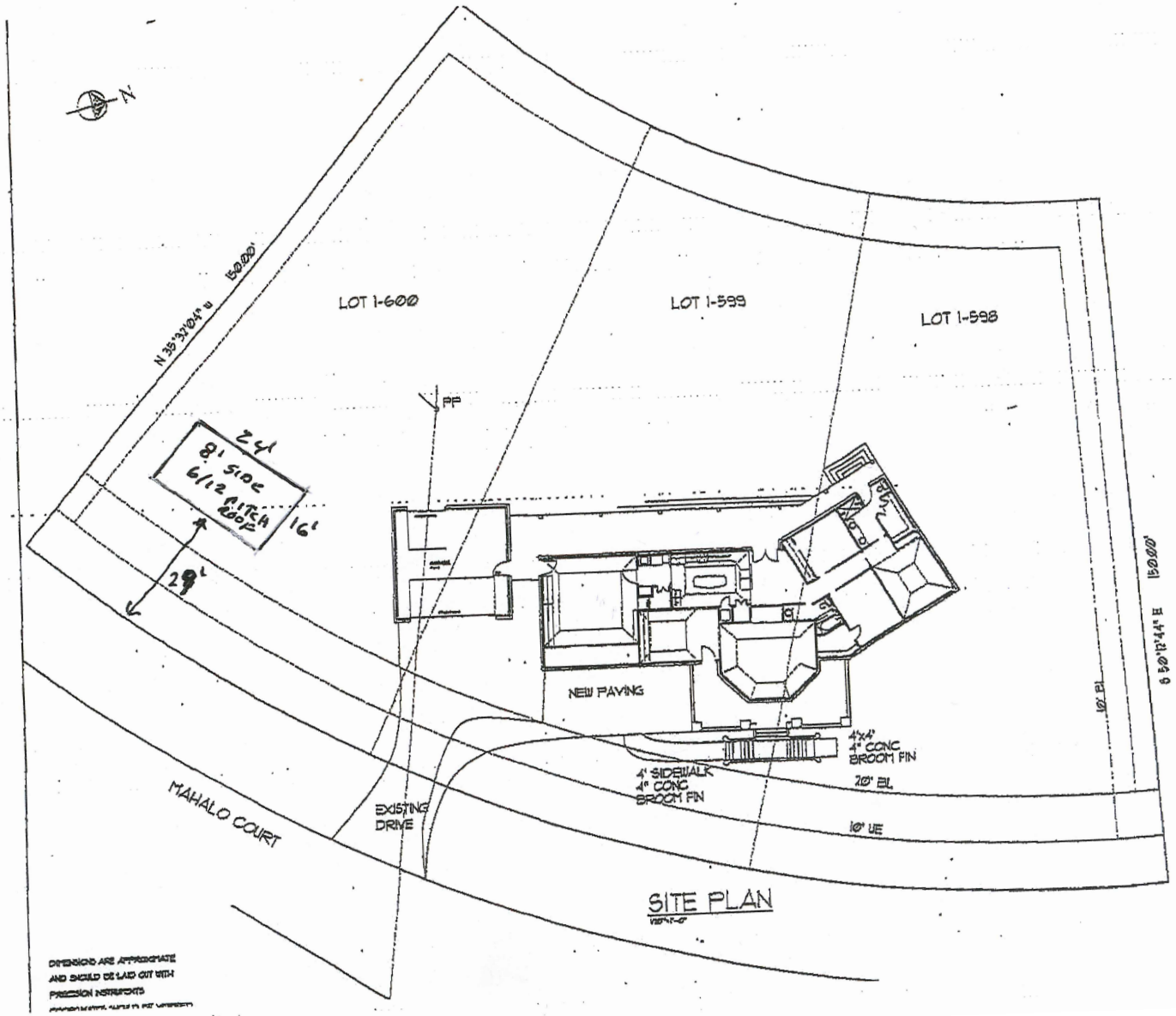
ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit A



RECEIVED
FEB 22 2019
By

General Site Notes:

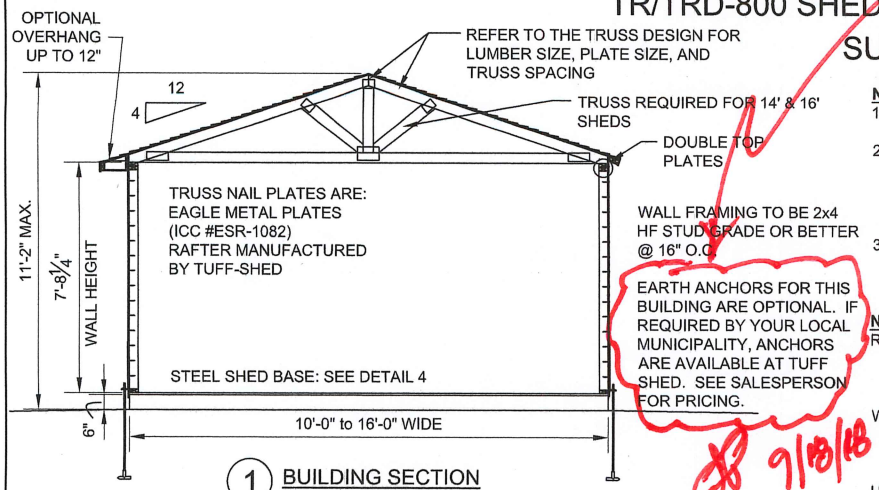
1. Before starting any work, it is the contractors responsibility to verify all field conditions, existing and new, affecting the work to be done, including, but not limited to, exact location of all construction, all railroads, all signals, restrictions or requirements, location, size and depth of all utilities, existing trees, existing and conditions relevant to the work to be done. Owner will be notified immediately regarding changes or discrepancies for specific instructions to contractor.
2. Grade contours or elevations are taken from available data and are schematic only and must be verified on the job site. Finish grades must be verified and checked as to their relationship to the job necessary adjustments shall be made prior to billing item. It is critical and general contractor will be responsible for a complete job based upon plans condition.
3. Contractor to provide positive drainage away from construction at all times.
4. Verify available utility connections and buried underground electrical service. Verify site

Lots 1-598, 1-599 AND 1-600 Blo
TANITIAN VILLAGE, UNIT 1
Bastrop, Texas

Exhibit B

Need From Tuff Shed
anchors and Rating Capacity

TR/TRD-800 SHED 10' to16' WIDE x UP TO 24' LONG
SUNDANCE SERIES



1 BUILDING SECTION
SCALE: N.T.S.

NOTES:

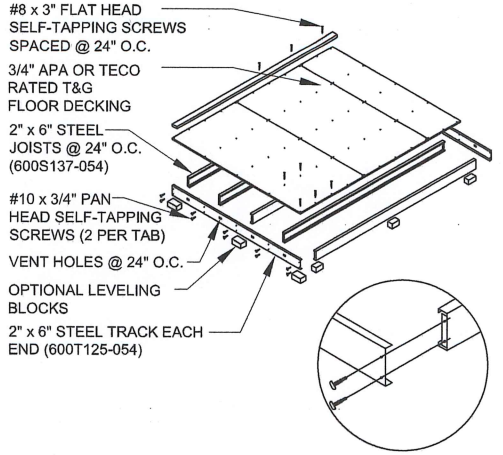
1. BUILDING CODE: 2015 IBC AND 2015 IRC
2. DESIGN LOADING:
   WIND SPEED & EXPOSURE: 115C
   ROOF LIVE LOAD: 40 PSF
   ROOF DEAD LOAD: 10 PSF
3. FOR SHEDS WHICH OTHERWISE MEET THE PRESCRIPTIVE REQUIREMENTS OF THE 2015 IBC AND 2015 IRC ALL SHEDS CONSTRUCTED ACCORDING TO STANDARD CONVENTIONAL CONSTRUCTION METHODS.

NAILING:

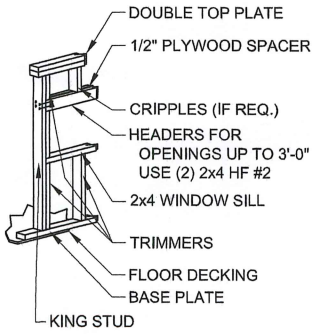
ROOF:
ATTACH 7/16" OSB SHEATHING TO TRUSSES WITH:
8d NAILS @ 4" O.C. AT EDGES
8d NAILS @ 12" O.C. IN FIELD

WALLS:
ATTACH 3/8" SMARTSIDE TO WALL FRAMING WITH:
8d NAILS @ 4" O.C. AT EDGES.
8d NAILS @ 12" O.C. IN FIELD

HEADER:
ATTACH HEADER TO STUD WITH:
4-8d TOENAIL OR 4-16d END NAIL DOUBLED HEADER-16d @ 16" STAGGERED FACE NAIL

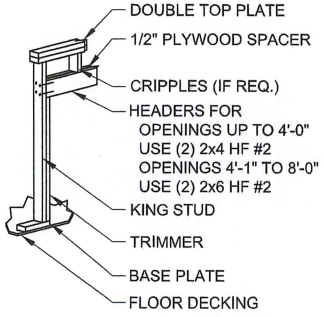


1. STEEL SHED FOUNDATION:
   2" x 6"-16 GAUGE STEEL TRACKS G140 ZINC COATED
   2" x 6"-16 GAUGE STEEL JOISTS G140 ZINC COATED @ 24" O.C.
   (SUPPLIER: ALLIED STUDCO (JOIST: 600S137-054 / TRACK: 600T125-054) ICC ER-4943P.
2. 3/4" APA OR TECO RATED TONGUE AND GROOVE FLOOR DECKING. 24" MAX PANEL SPAN. STAGGER PANEL LAYOUT.
3. FASTEN FLOOR DECKING TO JOIST & TRACKS USING #8 x 1-5/8" MINIMUM LONG SELF-DRILLING SCREWS @ 12" O.C. NO BLOCKING REQUIRED. ALL EDGES SHALL LIE ON FLOOR JOISTS. STAGGER PANEL LAYOUT PER APA CONDITION 1.
4. FASTEN SOLE PLATE THROUGH FLOOR DECKING INTO JOISTS OR TRACKS WITH #8 x 3" GALVANIZED SELF-DRILLING SCREWS @ 24" O.C.
5. ALLOWABLE FLOOR LIVE LOAD: 75 PSF FOR STEEL JOISTS CONTINUOUSLY SUPPORTED. 50 PSF FOR JOISTS ON BLOCKS AS SHOWN.
6. USE OPTIONAL CONCRETE BLOCKS AS REQUIRED TO LEVEL BUILDING:
   SUGGESTED SIZES: 2" x 8" x 16", 4" x 8" x 16", OR 8" x 8" x 16".
   BLOCKS UNDER JOISTS SPACED @ 8'-0" O.C. MAXIMUM.
   BLOCKS UNDER TRACK SPACED @ 4'-0" O.C. MAXIMUM.



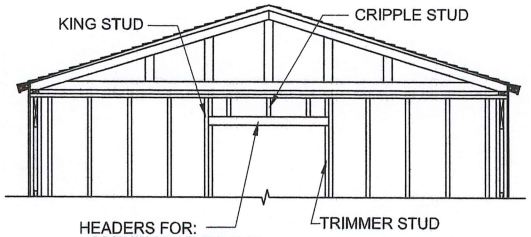
FOR WINDOW OPENINGS UP TO 3'-0" ON SUNDANCE SERIES SIDE WALLS

2A WINDOW HEADER DETAIL FOR LOAD BEARING WALLS
SCALE: N.T.S.



FOR OPENINGS UP TO 8'-0" ON SUNDANCE SERIES SIDE WALLS

2B DOOR HEADER DETAIL FOR LOAD BEARING WALLS
SCALE: N.T.S.



3 HEADER DETAIL FOR NON-LOAD BEARING WALLS
SCALE: N.T.S.

4 SHED BASE DETAIL
SCALE: N.T.S.

TUFF SHED
Storage Buildings & Garages
TUFF SHED, INC.

Order #.
Customer:
Site Address:
Building Size: WIDTH - LENGTH - HEIGHT - SQ. FT. AREA

P.O. #
Drawn By: SJ
Date: 5/1/17
Checked By:
Date:
Scale: N.T.S.

THESE DRAWINGS AND THE DESIGN ARE THE PROPERTY OF TUFF SHED, INC. THESE DRAWINGS ARE FOR A BUILDING TO BE SUPPLIED AND BUILT BY TUFF SHED. ANY OTHER USE IS FORBIDDEN BY TUFF SHED INC & THE ENGINEER OF RECORD.

DRAWINGS BY:
TUFF SHED, INC.
IN HOUSE DRAFTING DEPARTMENT
1777 S. HARRISON STREET
DENVER, COLORADO 80210
(303) 753-TUFF

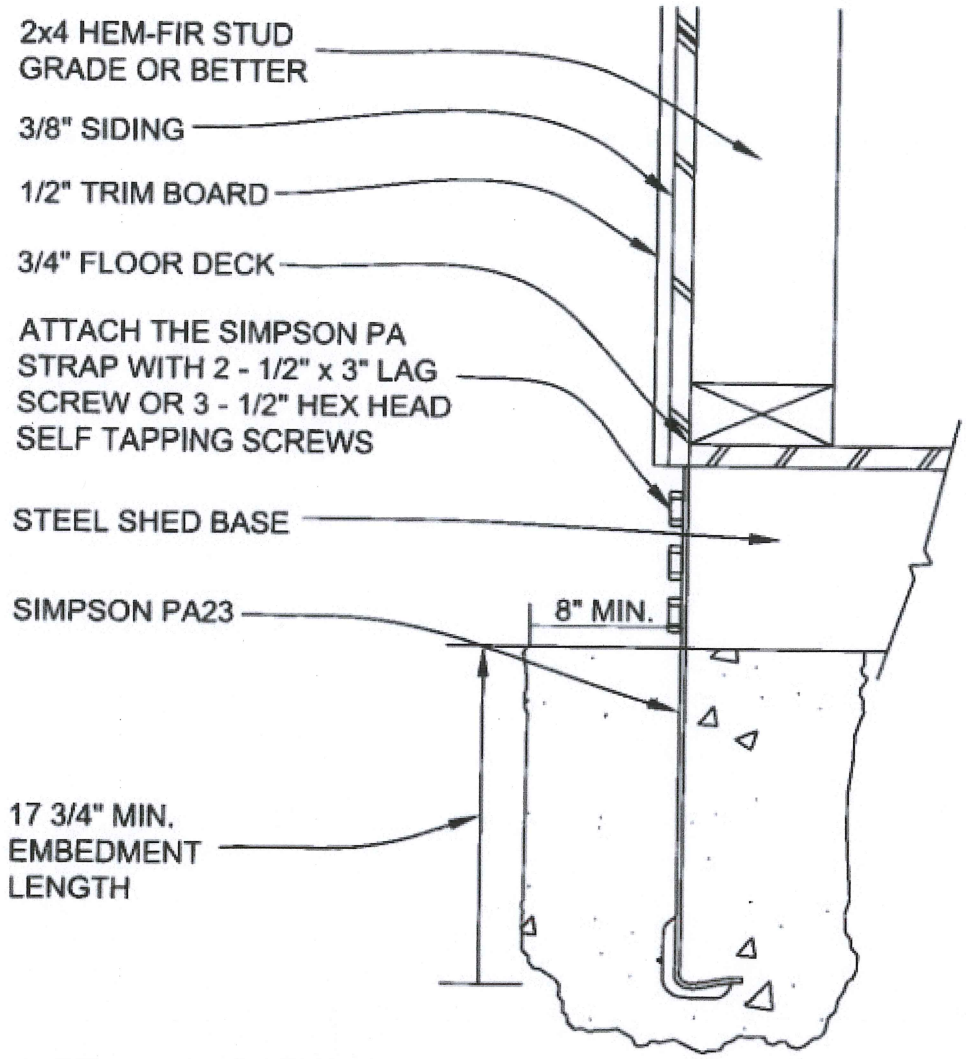
TUFF SHED INC. ASSUMES ALL RESPONSIBILITY FOR THE CONTENT OF THESE DRAWINGS AND THE CONSTRUCTION OF THE BUILDINGS SHOWN HEREIN.

TITLE
BUILDING SECTIONS
SHED BASE DETAILS
HEADER FRAMING DETAILS
NOTES - 2015 IBC & IRC - 115C

DRAWING NO. TR/TRD800-02
REV. LEVEL 01
SHEET 1
PAGE 1 OF 1

RECEIVED
FEB 22 2019
By

Exhibit B



PA INSTALLATION

NOT TO SCALE

NOTES:
1) INSTALL PA ANCHORS IN A 18" x 18" x 24" SPOT FOOTING.
2) INSTALL PA ANCHORS A MINIMUM OF 8" FROM ALL CONCRETE EDGES.

RECEIVED
FEB 2 2 2019
By

Scale: NTS CUSTOMERS NAME: Tuff Shed P.O.#:

TUFF SHED® Storage Buildings & Garages

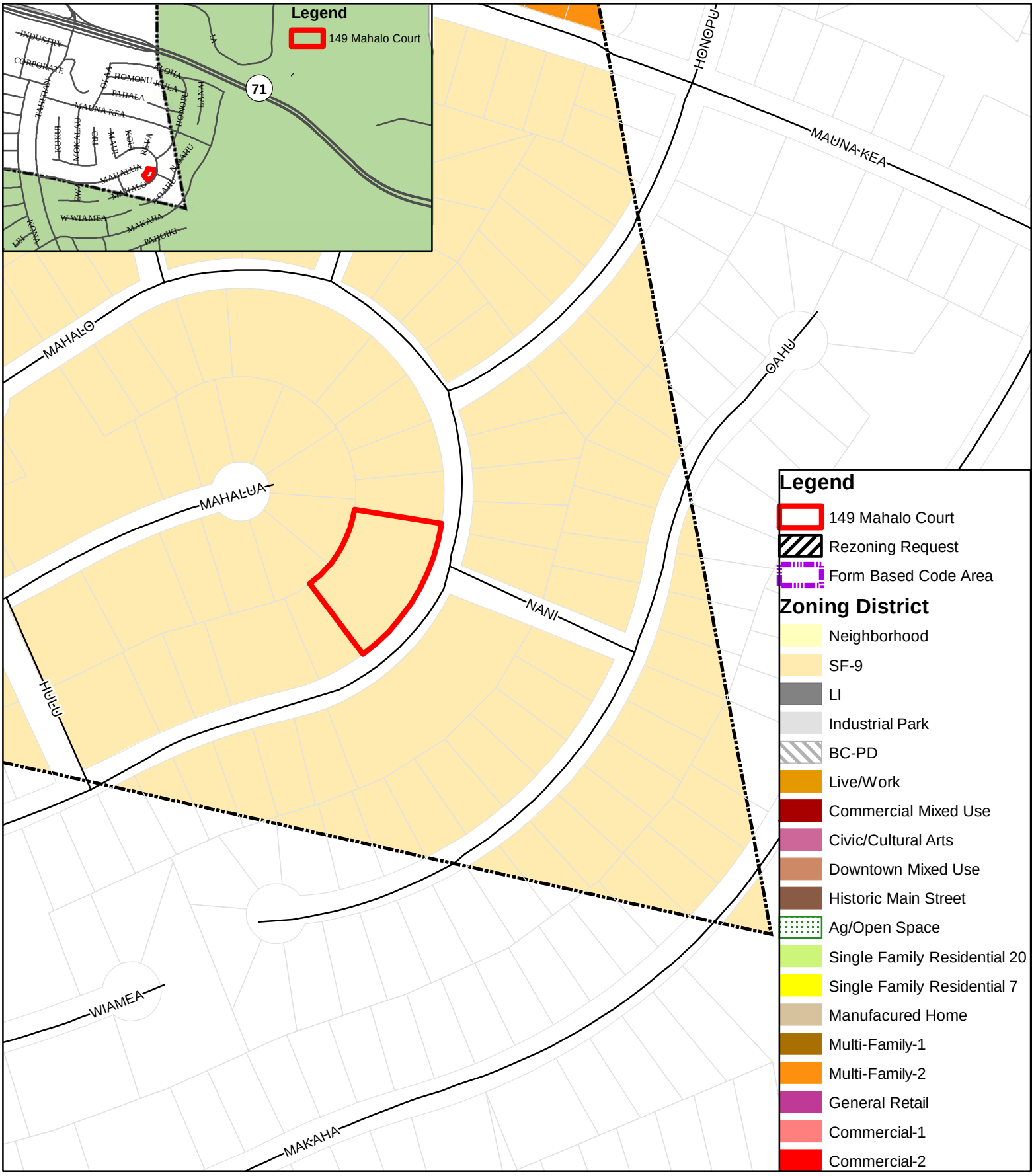
Title: SIMPSON PA23 ANCHOR INSTALLATION DETAIL 2012 IBC/IRC 105 MPH

Drawn By: SJ
Date Drawn: 1/16/15
Checked By:
Date Revised:

Exhibit B

RECEIVED
FEB 22 2019
By





BASTROPTX
Heart of the Lost Pines
Est. 1832

1 inch = 215 feet

Attachment 1
Location and Zoning Map
CUP Request
for a 400 sq. ft. Accessory Structure

Date: 3/11/2019

N

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefullness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Attachment 2

Project Description Letter For Waiver and CUP

- **Type of improvement.**
  Install a 16x24 storage shed from Home Depot.

- **Scope of improvement.**
  Shed will be built on site by Home Depot. See included site plan for location.

- **How the project will affect areas within the scope of work .**
  Shed will be placed on concrete blocks with anchors. See included plans for details of concrete block placement and anchors. Drainage will not be affected. See included engineers report.

- **Why CUP is needed.**
  Shed is 384 sqft.

RECEIVED
FEB 2 2 2019
By

PROPERTY OWNER'S RESPONSE

Attachment 3

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
- ☐ I am opposed to the request.
- ☒ I have no objection to the request.

Property Owner Name: Brian Walker
Property Address: 163 Mahalo Ct, Bastrop TX
Phone (optional): _____
Mailing Address: 163 Mahalo Ct, Bastrop TX
Email (optional): _____
Property Owner's Signature: _____

Comments: (Optional)

Please provide reply to the address below, via fax (512) 332-8829, or email:
plan@cityofbastrop.org

RE:149 Mahalo Court CUP

From: Carroll Frushay
To: Planning Dept
Subject: 149 Mahalo Court CUP
Date: Monday, April 1, 2019 10:28:26 AM

Hi, this is Carroll Frushay at 159 Mahalua Ln, Bastrop, TX 78602. I have no objection to the request regarding 149 Mahalo Ct.

Regards,
Carroll Frushay

WARNING EXTERNAL EMAIL: This email is from an external source. Do not click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from this email. If you are unsure about the message, please contact the IT Department for assistance.

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 11C

TITLE:
Consider action to approve the second reading of Ordinance 2019-07 of the City of Bastrop, Texas ("City") implementing a Pilot Program to authorize the sale of food from Mobile Food Vendors within the city limits and to establish a Mobile Food Vendor Permit process for the Pilot Program; providing for findings of fact, purpose, expiration date; enactment, variance, repealer, severability, effective date, and proper notice and meeting.

STAFF REPRESENTATIVE:
Matt Jones, Director of Planning & Development

BACKGROUND/HISTORY:
The City of Bastrop currently has regulations for temporary and mobile vendors as part of Chapter 4 - Business Regulation's, Article 4.04 – "Peddlers, Solicitors and Vendors". This section regulates and provides a process to issue permits for temporary and seasonal business. The City Secretary issues these permits.

Mobile food vending has been a popular business model and incubator for new restaurant businesses within the Central Texas region. The current regulations do not address mobile food vehicles well and is not clear where the use should be allowed. Despite the large interest, the code does not clearly define and allow mobile food vehicles, so they generally have not been permitted to locate within the city limits.

Staff has researched mobile food vendor regulations in other parts of Texas and drafted a Mobile Food Vendor Pilot Program that would be adopted as a pilot program for a period of six months and permitting would be processed by the Planning and Development Department. Mobile vendors would be allowed in any zoning district that allows a restaurant use or on active construction sites for temporary periods of time.

Planning and Development Staff has worked with stakeholders from the Fire Department, Main Street Program, and the Bastrop County Health district for the Pilot Program. The draft regulations address safety concerns regarding the location and mechanics of the units and the health of the public concerning the operation of the units throughout the community. Feedback from experiences of the pilot program will be incorporated into the development of the new *Building Bastrop* codes.

The pilot program defines a Mobile Food Vendor as any business that operates or sells food for human consumption, hot or cold, from a Mobile Food Vending Unit.

Mobile Food Vending Unit includes three types of mobile vehicles:

- Mobile Food Trucks (self-propelled)



- Mobile Concession Trailers
  (non-motorized, pulled by a car or truck)



- Mobile Food Carts/Concession Carts
  (moved by non-motorized means)



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.

<u>Requirements Applicable to all Mobile Food Vendors</u>

- Operate between 8:00 am and 10:00 pm
- Must display city permit and health district permit
- 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
- When required, 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 Noise Standards and Outdoor Lighting Standards

- Restroom facilities for vendors in one location for more than four hours – which includes portable facilities with a service agreement (as amended on 4/9/2019)

Staff is proposing to allow three categories of mobile food venues.

- Mobile Food Vendors on Private Property – Individual Units: allows a single vendor to locate on private property that has an occupied primary business.

- Mobile Food Vendors on Private Property – Food Courts: a site designed for the operation of one or more Mobile Food Vendors as the primary use.

- Mobile Food Vendors on Construction Sites: property in any zoning district 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.

The application for a Mobile Food Vendor permit shall include contact information, property owner approval and restroom agreements, health inspection certificate, food handler's permits, sketch plan or concept plan, and an application fee of $400.

The proposed timeline for the program would be as follows:

- March 26th – Work Session with City Council - Complete
- April 9th – 1st reading on Ordinance - Complete
- April 23rd – 2nd reading on Ordinance
- May 1st – Beginning of 6-month Pilot Program
- May 1st – August 1st – Observe Pilot Program and provide feedback to Council
- October 31st – End of Pilot Program

During the six-month Pilot Program, Staff will have the opportunity to observe the program and give feedback to Council. Council will need to provide policy direction to Staff on incorporating Mobile Food Vehicles in the Building Bastrop Codes. It is anticipated that the timeline for the Building Bastrop Code adoption will align with the end of the Mobile Food Vehicle Pilot Program. Appropriate language will be added to the new Building Bastrop Codes to reflect the policy direction of Council.

A Work Session was held at the March 26, 2019 City Council meeting. During the Work Session, Council gave feedback to Staff regarding amendments to the proposed Pilot Program. As a result, Staff has made the following amendments (in red) to the Ordinance:

1. *When required*, units shall be equipped with commercial mechanical facilities sufficient to provide proper cooking ventilation and fire suppression.
2. Changed separation requirement from 12' to 10' to reflect the 2018 International Fire Code.
3. 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.*

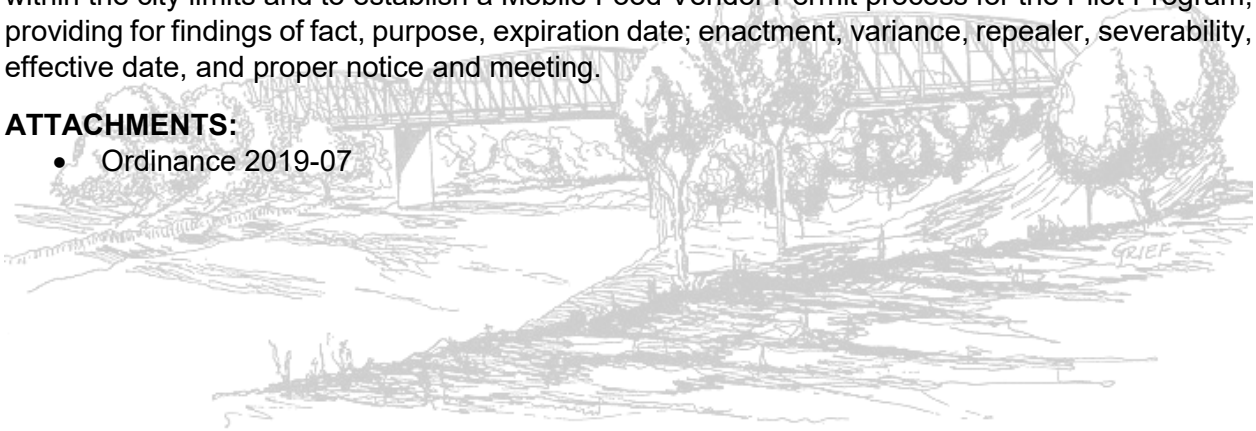
4. Any permanent structure will require a building permit and be subject to any applicable regulations.
5. *Two* sandwich board signs may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.
6. Only required to provide a covered garbage receptacle if stationary for more than 4 hours.
7. Created a Concept Plan defined as: *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.*
8. The following will trigger a Concept Plan:
    1. *Alternative parking surface*
    2. *Increased storage, display, or serving areas – detached*
    3. *Mobile Food Vendor Court – primary use*

RECOMMENDATION:

Consider action to approve the second reading of Ordinance 2019-07 of the City of Bastrop, Texas ("City") implementing a Pilot Program to authorize the sale of food from Mobile Food Vendors within the city limits and to establish a Mobile Food Vendor Permit process for the Pilot Program; providing for findings of fact, purpose, expiration date; enactment, variance, repealer, severability, effective date, and proper notice and meeting.

ATTACHMENTS:

- Ordinance 2019-07



ORDINANCE NO. 2019-07

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS ("CITY") IMPLEMENTING A PILOT PROGRAM TO AUTHORIZE THE SALE OF FOOD FROM MOBILE FOOD VENDORS WITHIN THE CITY LIMITS AND TO ESTABLISH A MOBILE FOOD VENDOR PERMIT PROCESS FOR THE PILOT PROGRAM; PROVIDING FOR FINDINGS OF FACT, PURPOSE, EXPIRATION DATE; ENACTMENT, VARIANCE, REPEALER, SEVERABILITY, 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 Stores 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: DEFINITIONS: As used in this ordinance, 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.

A) Concept Plan: means 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.

B) Commissary: means 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.

C) Health Authority: means 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.

D) Mobile Concession Trailer: means 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.

E) 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.

F) Mobile Food Truck: means a self-contained motorized unit selling items defined as edible goods.

G) Mobile Food Vending Unit: means a Mobile Food Truck, Mobile Food Cart, Concession Cart, or Mobile Concession Trailer.

H) Mobile Food Vendors: shall mean any business that operates or sells food for human consumption, hot or cold, from a Mobile Food Vending Unit.

I) Mobile Food Vendor Food Court: means a site designed for the operation of one or more Mobile Food Vendors as the primary use.

J) Texas Food Establishment Rules or the Rules: means 25 Texas Administrative Code chapter 228, as amended.

SECTION 3: PURPOSE: This ordinance establishes a pilot program for Mobile Food Vendors. The purpose of the program is to ensure for 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 4: EXPIRATION DATE: This ordinance will expire on October 31, 2019.

SECTION 5: ENACTMENT: The City of Bastrop hereby enacts this ordinance implementing a pilot program to authorize the sale of food from mobile food vendors within the city limits and to establish a mobile food vendor permit process for the pilot program:

A) Requirements Applicable to all Mobile Food Vendors.

1. No person shall act as a Mobile Food Vendor in the City without a permit issued by the City.

2. Each Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public the City of Bastrop permit under this article and permit number.

3. 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.

4. Mobile Food Vendors must meet all applicable state and local laws and regulations, including but not limited to the Rules.

5. Mobile Food Vendors must meet all applicable laws regarding Mobile Food Vendors as described in the International Fire Code (IFC), 2018 edition.

6. Mobile Food Vendors 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.

7. The Mobile Food Vendor shall secure and display at all times in a conspicuous place where it can be read by the general public a health permit from Bastrop County.

8. All employees of the permit holder must have a valid food handler's training certificate.

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. 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.

11. 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.

12. The Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public a copy of a Texas sales tax and use certificate.

13. 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.

14. 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.

15. 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.

16. Except as shown on an approved concept 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.

17. No Mobile Food Vendor may operate outside of the hours of 8:00 AM to 10:00 PM, unless otherwise authorized within the permit.

18. Mobile Food Vendors must comply with City Code Section 44.1, “Noise Standards.”

19. Mobile Food Vendors must comply with City Code Section 43.1, “Outdoor Lighting Standards.”

20. Drive-through service from Mobile Food Vendors is prohibited.

21. Alcohol sales from Mobile Food Vendors is prohibited.

22. Access to Restroom Facilities.

    a. Any 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.

    b. Proof of availability of a fixed establishment restroom shall be in the form of a written and notarized statement from the property owner, or owner's authorized agent, including the name, address, and telephone number of the property owner or authorized agent, and the type of business and hours of operation of the business, granting permission for the use of the facilities. If the business owner is a partnership or corporation, the statement shall include the name, address and telephone number of one (1) of the partners or officers.

    c. Proof of availability of a portable restroom facility shall be in the form of a service contract, which includes a maintenance schedule, and a receipt showing the last maintenance performed.

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

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

B) Mobile Food Vendors on Private Property. Mobile Food Vending Units located on private property must comply with the following:

1. The private property must be located in a zoning district that allows restaurants, as that term is defined in Section 49 of the City's Zoning ordinance.

2. The private property 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. Alternatively, 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. A concept plan will be required for a Mobile Food Vendor Court that is the primary use on a property.

3. Electricity shall be from a generator and the Mobile Food Vendor shall utilize electrical cords in conformance with the National Electrical Code as adopted and amended by the City.

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 building permit and be subject to any applicable regulations.

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.

C) 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.

D) Mobile Food Vendor Permit Application. The application for a Mobile Food Vendor permit shall include the following information:

1. an application fee of $400;

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 concept plan, 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, 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;

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.

E) 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) 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.

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.

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 (10^{th}) 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.

SECTION 6: 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 7: 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 8: 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 9: EFFECTIVE DATE: This ordinance shall be effective on May 1, 2019.

SECTION 10: 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 9th day of April 2019.

READ and ADOPTED on Second Reading on the 23rd day of April 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 11D

TITLE:
Consider Action to approve the second reading of Ordinance No. 2019-11 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 2 Titled "ANIMAL CONTROL," Article 2.01 Titled "GENERAL PROVISIONS," Sections 2.01.001 Titled "DEFINITIONS"; amending the definitions of "Feral," "Livestock," "Poultry /Fowl," and Wild Birds," and 2.01.007 Titled "Injury or destruction of wild birds;" amending the provision for the exclusion of certain birds from this section by adding poultry/fowl to the list of excepted birds and repealing all prior ordinances that are in conflict herewith; as attached in Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting.

STAFF REPRESENTATIVE:
James K. Altgelt, Director of Public Safety/Chief of Police

BACKGROUND/HISTORY:
On February 22, 2005, the Bastrop City Council ("Council") amended Chapter 2 - "ANIMAL CONTROL," Article 2.01 - "GENERAL PROVISIONS," Section 2.01.007 "Injury or destruction of wild birds" of the City of Bastrop Code of Ordinances. This amendment declared the City of Bastrop as a bird sanctuary and that any person who willfully kill or injure any wild bird, remove the eggs or young from the nest of a wild bird shall be guilty of a class C misdemeanor. Pigeons, English sparrows, European starlings, grackles, ravens, red-winged blackbirds, blackbirds, cowbirds, feral rock doves, and crows were all excluded from being included in this ordinance.

In June 2009, the Council adopted Ordinance 2009-013 and created what became to be known as the "Chicken Sanctuary".

Over the passage of time, some of these chickens migrated from the Chicken Sanctuary to other parts of the City. These broods have become a nuisance to residential and business owners.

On November 29, 2017, a Public Hearing was conducted during the City Council Meeting to address the public's concerns pertaining to the chickens and what would be the appropriate action. At that time of this Public Hearing, any chicken that was at-large and outside the Chicken Sanctuary was deemed to be a nuisance and prohibited from being allowed to roam free.

On March 14, 2018, Dan Hepker, dba Texas Nuisance Wildlife Relocation, entered into a Professional Services Agreement for the humane capture, transportation, and relocation of the chickens from private property within the City.

On March 27, 2018, after receiving an update, Council unanimously opined that the removal of the Chicken Sanctuary would be in the City's best interest.

On May 22, 2018, Council passed an ordinance that dissolved the Chicken Sanctuary.

On March 26, 2019, Council received an update pertaining to the Chicken Relocation Project. A lengthy discussion took place regarding the humane and legal removal of the free-ranging/feral chickens located throughout the City. Criminal violations of law for injuring or killing the chickens were also discussed.

A person who removes chicken eggs from their private property, injures, or kills a chicken while attempting to remove it from their private property is subject to criminal prosecution under our current ordinance. Amending our current ordinance to include chickens would allow private property owners to assist in the removal of these nuisance chickens from their property without subjecting themselves to potential criminal penalties. Amending our current ordinance would not jeopardize the City's position as a bird sanctuary and individuals who intentionally or knowingly tortured a chicken would still be subjected to criminal prosecution under Chapter 42, of the Texas Penal Code, § 42.09 – Cruelty to Animals. Under this section, "torture" is defined as any act that causes unjustifiable pain or suffering. Bastrop County Criminal District Attorney Bryan Goertz has opined that all of the livestock animals identified in this section of the statute are raised with the intention for human consumption and therefore, would be killed. It is the method used to kill the animal that would be examined to determine if the method caused unjustifiable pain or suffering. This determination of fact would be one that would ultimately be decided by a judge or jury in the event criminal charges were pursued against a person who killed an animal in a manner that "out of the ordinary" and could be deemed as torture.

On April 9, 2019, Council unanimously voted to approve the first reading of this ordinance.

POLICY EXPLANATION:
This amendment to the ordinance, if passed, would allow citizens to help remove chickens and their eggs from their private property.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider Action to approve the second reading of Ordinance No. 2019-11 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 2 Titled "ANIMAL CONTROL," Article 2.01 Titled "GENERAL PROVISIONS," Sections 2.01.001 Titled "DEFINITIONS"; amending the definitions of "Feral," "Livestock," "Poultry /Fowl," and Wild Birds," and 2.01.007 Titled "Injury or destruction of wild birds;" amending the provision for the exclusion of certain birds from this section by adding poultry/fowl to the list of excepted birds and repealing all prior ordinances that are in conflict herewith; as attached in Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting.

ATTACHMENTS:

- Ordinance 2019-11
- Attachment "A"

ORDINANCE NO. 2019-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, CHAPTER 2 TITLED "ANIMAL CONTROL," ARTICLE 2.01 TITLED "GENERAL PROVISIONS," SECTIONS 2.01.001 TITLED "DEFINITIONS"; AMENDING THE DEFINITIONS OF "FERAL" "LIVESTOCK" "POULTRY/FOWL" AND "WILD BIRDS" AND 2.01.007 TITLED "INJURY OR DESTRUCTION OF WILD BIRDS;" AMENDING THE PROVISION FOR THE EXCLUSION OF CERTAIN BIRDS FROM THIS SECTION BY ADDING POULTRY/FOWL TO THE LIST OF EXCEPTED BIRDS AND REPEALING ALL PRIOR ORDINANCES THAT ARE IN CONFLICT HEREWITH; AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop ("City") has the responsibility to address any public health and safety problems; and

WHEREAS, the Bastrop City Council ("Council") has received information from the Community and the Police Department about the presence of free-ranging/feral chickens that are a nuisance to private property; and

WHEREAS, on November 29, 2017, Council conducted a Public Hearing to address the public's concerns pertaining to the free ranging/feral chickens that resided outside of the "Chicken Sanctuary;" and

WHEREAS, on March 27, 2018, after receiving an update, the Council unanimously opined that the removal of the "Chicken Sanctuary" would be in the City's best interest; and

WHEREAS, on May 22, 2018, and the Council repealed the Ordinance that established the "Chicken Sanctuary;" and

WHEREAS, on March 26, 2019, Council had a discussion and determined obtaining help from the property owners who are impacted by the free-ranging/feral chickens would be a positive step in eradicating these broods from the City; and

WHEREAS, the City is authorized by Tex. Loc. Gov't Code § 51.001 to adopt, appeal, or amend any ordinance that is for the good government, peace, or order of the municipality, and for the trade and commerce of the municipality, and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the City has the full power of local self-government as recognized by Tex. Loc. Gov't Code § 51.072; and

WHEREAS, the City Council finds this Ordinance to be reasonable and prudent, and in the best interest of the health, safety, and sanitation of the city for its residents.

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

Chapter 2, Article 2.01, et. Seq. of the Code of Ordinances to the City of Bastrop, which is entitled "GENERAL PROVISIONS" is amended to read as described and attached hereto as *Exhibit "A."* City staff is directed to act in accordance with the Council's amendment to *Exhibit "A".*

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage.

SECTION 4. REPEALER

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 5. 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 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 & ACKNOWLEDGED on First Reading on this, the 9th day of April 2019.

READ & APPROVED on the Second Reading on this, the 23rd day of April 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

EXHIBIT "A"

City of Bastrop Code of Ordinances

Chapter 2 – ANIMAL CONTROL

ARTICLE 2.01 – GENERAL PROVISIONS

Sec. 2.01.001 - Definitions.

When used in the city Code of Ordinances, the following words and terms, unless the context indicates a different meaning, or unless otherwise specifically defined for application to a portion of this chapter, shall be interpreted as follows:

…

Feral. An animal that is not domesticated, cultivated, intentionally bred or generally approachable and/or an animal that is not readily able to be handled by humans, including a domestic animal that has returned to a wild state.

Fowl. All birds considered to be landfowl, including turkeys, grouse, chickens.

…

Livestock. Animals that are routinely raised on a farm and/or are generally found in agricultural habitats, but shall specifically not include feral or stray poultry/fowl.

…

Poultry. All domesticated birds or bird captive-raised for meat, eggs, or feathers, including chickens, turkeys, and game birds.

…

Wild bird. A bird that normally lives in a state of nature and is not ordinarily domesticated, but specifically does not include pigeons, English sparrows, European starlings, grackles, ravens, red-winged blackbirds, blackbirds, cowbirds, feral rock doves, crows, poultry and fowl.

Sec. 2.01.007 – Injury or destruction of wild birds

(a) The city is hereby declared a bird sanctuary. Any person who shall willfully kill or injure any wild bird, remove the eggs or young from the nest of a wild bird, or in any manner destroy the eggs or young of wild birds, excluding the pigeon, English sparrow, European starlings, grackles, ravens, red-winged blackbirds, blackbirds, cowbirds, feral rock doves,

crows, poultry and fowl shall be guilty of a class C misdemeanor. Canaries, parrots, and other exotic non-game birds may be sold, purchased, and kept as domestic pets.

(b) Nothing in this chapter invokes the application of the Endangered Species Act of 1973, as amended, or any other federal, state or local law or regulation related to wild birds or animals, unless such provisions would otherwise apply.

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12A

TITLE:
Consider action and approve Resolution No. R-2019-37 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).

STAFF REPRESENTATIVE:
Jennifer Bills, Assistant Planning Director



STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12B

TITLE:
Consider action to approve Resolution No. R-2019-33 of the City Council of the City of Bastrop, Texas, adopting a standardized wholesale water agreement; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:
The City of Bastrop hired NewGen Services to assist with the development of a wholesale water rate that will allow the City of Bastrop to manage the imminent growth, while remaining fiscally sustainable. As Austin continues to grow and be consistently named one of the most desirable places to live, growth will continue to move east toward Bastrop. It is vital that the City of Bastrop be poised and ready to handle development. The current City Council has made a commitment to be prepared for the expected growth. An important step was taken in November 2018 when the Council approved an agreement with Aqua Water Supply Corporation allowing the City to take over Aqua's water service territory located within the City of Bastrop's Wastewater service territory. Because the City's Certificate of Convenience and Necessity (CCN) is three times larger than the City of Bastrop's Water CCN, it created difficulty for development. A special district or developer would often negotiate between both entities causing development to stall and placing strain on the relationship between the two (2) utilities.

Now with the newly developed 50-year partnership, the City of Bastrop can be a one-stop-shop for development, making it convenient for all parties to more effectively manage the growth. It will provide fiscal sustainability by producing a more substantial lot yield per acre where wastewater service is available. This will not only help stabilize rates for current water and wastewater customers, but it allows geographically challenged areas to develop more efficiently, while protecting natural resources from onsite sewage tank leakage.

POLICY EXPLANATION:
City Charter grants the City Council the authority in Section 3.01 Powers and Duties (13) provide for a sanitary sewer and water system and require property owners to connect with such sewer system, and provide for penalties for failure to make sanitary sewer connections. The City's Code of Ordinance further established areas of service and utility rates.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-33 of the City Council of the City of Bastrop, Texas, adopting a standardized wholesale water agreement; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Wholesale Water Agreement

RESOLUTION NO. R-2019-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING A STANDARDIZED WHOLESALE WATER AGREEMENT; ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of fiscal sustainability; and

WHEREAS, the City of Bastrop City Council understands the value in managing growth for future generations; and

WHEREAS, the City of Bastrop understands the importance of focusing on the standardization of water wholesales and providing fairness and consistency; and

WHEREAS, the City of Bastrop has chosen to adopt a standardized wholesale water agreement; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions.

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

Section 1. That the City Council has found a wholesale water agreement to be in the best interest of the City of Bastrop, Texas.

Section 2. The City Council adopts a standardized wholesale water agreement, as attached in Exhibit A, for use with future wholesale customers.

Section 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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, Texas this 23rd day of April 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

WHOLESALE WATER AGREEMENT
BETWEEN CITY OF BASTROP, _____ DISTRICT AND
_____

This **WHOLESALE WATER AGREEMENT** (this "**Agreement**") is made and entered into by and between the **CITY OF BASTROP**, a home rule city located in Bastrop County ("**Bastrop**" or "**City**") and the _____ District, a political subdivision of the state operating under Chapters 49 and 54, Texas Water Code (the "**District**"), and _____**.**, a Texas _____("**Developer**") (collectively referred to herein as the **"Parties"**). The Parties hereby mutually agree as follows:

RECITALS

WHEREAS, the City and the Developer entered into a Planned Development Agreement, to be known in this Agreement as "the PDA" on _____, 20__, requiring a wholesale water agreement; and

WHEREAS, by Resolution R-_____, on _____, 20___, the City granted consent for creation of _____District; and

WHEREAS, by Order signed on _____, 20__, the Texas Commission on Environmental Quality granted the Petition for Creation of _____District; and

WHEREAS, by Resolution R-_____ the City confirmed its consent for creation of the _____ District, on _____, 20__; and

WHEREAS, the District encompasses approximately _____ acres of land within the extraterritorial jurisdiction ("ETJ") of the City (the "Tract"). The Tract is more particularly described in Exhibit "A"; and

WHEREAS, Developer intends to develop the Tract as a _____ community, initially to be referred to as "_____" projected to consist primarily of residential uses, expected at the time of execution of this Agreement to include approximately _____ homes, and also will include other limited nonresidential uses (the "Development"); and

WHEREAS, City, District and Developer wish to enter into this Agreement, to provide the terms of wholesale water service for the benefit of the present and future residents of City and the District; and

WHEREAS, the Tract is within the water CCN of Aqua Water Supply Corporation (10294), from which the City intends to purchase potable water at wholesale rates (the "Bastrop Aqua Agreement"), and intends to sell potable water at wholesale rates to the District; and

WHEREAS, Bastrop has adequate water supply and distribution infrastructure to provide up to _____ gallons per day to District; and

NOW, THEREFORE, for and in consideration of the agreements set forth below, the City, District and Developer agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 Definitions of Terms.

In addition to the terms otherwise defined in the above recitals; in the City's ordinances; or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

Active Connection: means a connection for which there is an open utility account with the District during any portion of a monthly billing period. Each connection is the equivalent of one SUE, provided that the property served by the connection is a single-family residence.

Agreement: means this Wholesale Water Agreement by and among the City of Bastrop, Texas, _____ District, and _____.

AWWA: means the American Water Works Association.

Bastrop Aqua Agreement: means the Agreement to be entered by the City of Bastrop and Aqua Water Supply Corporation ("Aqua") pursuant to which Aqua will sell potable water at wholesale to the City.

Bastrop Service Area: means the wholesale and retail water service territory for the City of Bastrop.

Bastrop Water System or City Water System*:* means the facilities, including water production wells, pumps, lines, meters, components, and equipment owned and operated by Bastrop, together with all extensions, expansions, improvements, enlargements, betterments and replacements to monitor, convey, supply, deliver and distribute potable water or Wholesale Water Services to Bastrop's customers, including _____. The Bastrop System does not include any improvements on District's side of the Delivery Point or any facilities on any other wholesale customer's side of its delivery point.

Bastrop Water Conservation and Drought Contingency Plan: means, collectively, the Bastrop Water Conservation Plan and the Bastrop Drought Contingency Plan, as may be amended by the Bastrop City Council from time to time. A copy of the Bastrop Water Conservation and Drought Contingency Plan in effect as of the Effective Date is attached hereto as Exhibit "B".

CCN*:* means a certificate of convenience and necessity or similar permit authorizing a specified entity to be the retail water or sewer service provider in a specified area.

City: The City of Bastrop, Texas, a home rule municipality, organized and operating pursuant to the applicable laws of the State of Texas

City Manager: means the City of Bastrop's City Manager

Commercial Customers: means all non-residential retail water customers of District in the Wholesale Water Service Area.

Commission or TCEQ: means the Texas Commission on Environmental Quality or its successor agency.

Connecting Facilities: means facilities connecting any Internal Facilities to a Delivery Point.

Costs of the System: means all of Bastrop's costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining, and operating the Bastrop System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the System in accordance with policies of Bastrop's City Council.

County: means Bastrop County, Texas.

Delivery Point: means the point at which Bastrop will deliver treated water to District under this Agreement, which point shall be at the _____inch Master Meter as depicted on Exhibit "C".

Developer: means _____., a Texas _____, its successors or assigns.

Development: means the mixed-use development of the Tract, including residential and non-residential land uses, together with parkland, open space, recreational amenities and related facilities, intended to produce developed lots.

District: means the municipal utility district organized and operating in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, encompassing the Tract, known as _____ District.

District's water system: means District's water transmission, distribution and delivery systems that provide service to District's retail customers through the Wholesale Water Services provided under this Agreement. The District System shall be owned, operated and maintained by - _____ District and shall not include the Master Meter or any facilities on Bastrop's side of the Delivery Point.

District Service Area: means the retail water service territory of _____ District, as amended from time to time.

Effective Date: means the last date of execution by all of the Parties.

ETJ: means extraterritorial jurisdiction.

Emergency: means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of Bastrop. The term includes Force Majeure and acts of third parties that cause the Bastrop System to be unable to provide the Wholesale Water Services agreed to be provided herein.

EPA: means United States Environmental Protection Agency

Force Majeure: means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Bastrop or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

Impact Fee: means a charge imposed on each service unit on new development pursuant to Chapter 395 of the Local Government Code to generate revenue for funding or recouping the costs of capital improvements or facility expansions.

Initial Wholesale Water Service: means the diversion or the production of water, the transmission thereof to a place or places of treatment, the treatment of the water into potable form, and the transmission of the potable water to the Delivery Point in a quantity equal to _____ GPD.

Internal Facilities: means the internal Water distribution facilities and related equipment, facilities, and appurtenances to be constructed by or on behalf of District for the District System.

Maximum Water SUE Capacity: Use of water treatment capacity up to _____ GPD.

Metering Facility: means the water flow meter, meter vault, and all metering and telemetering equipment located at a Delivery Point to measure Wholesale Water Service to District. The Bastrop System shall include each Metering Facility.

Monthly Water Supply: means the quantity of water for which Bastrop agrees to provide Wholesale Water Services to District under the terms and conditions of this Agreement. The Monthly Water Supply shall be _____ gallons per month.

Parties: means the City, the District, and the Developer.

Planned Development Agreement or PDA: means the agreement that was entered into by the City and the Developer on _____, 20___.

Point(s) of Connection – Water: The point(s) at which the City's Water System connects to the District's Water System, generally shown on Exhibit C.

Residential Customers: means retail residential water customers of District in the Wholesale Water Service Area.

Single Family Residence: means the use of a site for only one dwelling unit, where a dwelling unit is a building, or portion thereof, designed or used exclusively for residential occupancy (not including hotels and motels).

SUE: means service unit equivalent which is the basis for establishing equivalency among and within various customer classes, based upon the relationship of the continuous duty flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a 3/4 " diameter simple water meter, using American Water Works Association C700-C703 standards.

SU multiplier: means the number of SUEs to be multiplied by the Impact Fee for each active connection served that is not a single-family residence in accordance with the SU Equivalency Chart in Bastrop Code of Ordinances Section 10.02.004.

Tract: means the approximately _____ acres of land within the District's boundaries to be served under the terms of this Agreement.

Wholesale Water Services: means the diversion or the production of water, the transmission thereof to a place or places of treatment, the treatment of the water into potable form, and the transmission of the potable water to the Delivery Point in a quantity equal to the Monthly Water supply.

Section 1.02 Captions.

The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II. DESIGN AND CONSTRUCTION OF FACILITIES

Section 2.01 Design and Construction of the Internal Facilities.

a. District will be responsible for design and construction of, or for causing one or more third parties to design and construct, the Internal Facilities within the District System.

b. District agrees to be responsible for and pay for all costs of rights-of- way, easements, design, engineering, contracting, construction and inspection of the Internal Facilities; provided that District may require Developer to be responsible and pay for all or a portion of the costs of right-of-way, easements, design, engineering, contracting, construction, and inspection of the Internal Facilities.

c. The Internal Facilities will be designed and constructed in accordance with applicable regulations and specifications of Bastrop, the State of Texas and United States, and with the terms and conditions of this Agreement.

Section 2.02 Design and Construction of the Connecting Facilities.

a. District shall be responsible for design and construction of, or for causing one or more third parties to design and construct, any Connecting Facilities, or modification to the existing Connecting Facilities, required for the transmission of water to the Bastrop System.

b. Subject to the terms and conditions of this Agreement, District agrees to engage or cause to be engaged the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications for Connecting Facilities in conformance with Bastrop's design criteria and construction standards in effect at the time the plans and specifications are submitted to Bastrop for approval, or in accordance with District's design criteria and construction standards if such are more stringent; provided that the parties shall reasonably cooperate to determine the design standards that will control. The plans and specifications will address the sizing, routing, material selection, service method, cost estimates, proposed construction schedule, easements, and such other and further information as Bastrop deems necessary or advisable for proper review and assessment of the plans and specifications. The design for the Connecting Facilities shall be procured at District's sole expense; provided that District may cause Developer to be responsible for designing the Connecting Facilities, and the cost thereof. The plans and specifications for the Connecting Facilities will be submitted to Bastrop for review and comment before District approves said plans and specifications. Bastrop shall provide written comments within thirty (30) days of the date of the receipt of the plans unless a longer period is specified by City Staff. District shall cause any comments provided by Bastrop to be addressed. If Bastrop does not provide comments within the greater of thirty (30) days or the time specified by City Staff, District may approve the plan and specifications, subject to compliance with District's regulations.

c. District solely shall be responsible for funding construction, and all costs related thereto, of the Connecting Facilities, or for causing one or more third party developers or owners of land within the Wholesale Water Service Area to be responsible for funding construction, and all costs related thereto, of the Connecting Facilities.

d. District agrees to be responsible for, and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System, or for causing Developer to be responsible for and to pay all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System.

e. The parties will cooperate in good faith to determine the location of Connecting Facilities that are located in Bastrop's city limits or ETJ. Bastrop agrees to make good faith efforts to cause the dedication of easements or right-of-way that may be necessary for the location and installation of Connecting Facilities within the city limits and ETJ of Bastrop. Pursuant to separate written instruments, Bastrop will further allow District to access and use rights-of-way and easements owned or controlled by City for the purpose of installing, constructing, repairing, replacing, maintaining, and operating or causing to be installed, constructed, repaired, replaced, maintained and operated, Connecting Facilities.

Section 2.03 Notification of Commencement of Construction on Connecting Facilities.

After all required approvals for construction of the Connecting Facilities are obtained, but prior to commencement of construction, District will provide, or cause to be provided, written notice to Bastrop of the date on which construction of the Connecting Facilities is scheduled to commence. Bastrop must receive this written notice at least five (5) days before the scheduled construction date.

Section 2.04 Inspection and Acceptance of a Portion or All of the Connecting Facilities.

The Parties agree that Bastrop has the right to make periodic inspections during the construction phase of the Connecting Facilities. Acceptance of the Connecting Facilities by District is subject to final inspection by Bastrop.

Section 2.05 Agreement to Submit As-Built or Record Drawings and Final Plats.

District agrees to provide, or cause to be provided, to Bastrop: a) as-built or record drawings of all Internal Facilities and Connecting Facilities that take from the Bastrop System; and b) final plats for property located within the Wholesale Water Service Area; within thirty (30) days of District receiving them, not to exceed sixty (60) days following completion and acceptance of the construction of such facilities or recording of the final plat, as appropriate.

Section 2.06 Ownership and Operation of Connecting Facilities.

Except as set forth below or otherwise agreed, District shall own and operate all Connecting Facilities located on its side of a Delivery after completion of construction by District or the Developer, and acceptance of the Connecting Facilities by Bastrop.

ARTICLE III. PROVISION OF WHOLESALE WATER SERVICES

Section 3.01 Wholesale Water Services.

Bastrop agrees to provide Wholesale Water Services to District for the Monthly Water Supply in accordance with the flow limitations and other provisions of this Agreement, all as hereafter specified.

Section 3.02 District Responsible for Retail Connections.

District will be solely responsible for providing retail water service within the District Service Area. District will be solely responsible for the proper and lawful application of District's policies and regulations governing connection to the District System.

Section 3.03 Source.

a. Bastrop, by entering into this Agreement with District and Developer, confers upon District, the right to purchase on a wholesale basis the Monthly Water Supply from the water secured by Bastrop from Aqua Water Supply Corporation.

b. In the event that the amount of water supplied by Aqua to Bastrop in the Aqua Agreement is reduced, the Monthly Water Supply to District shall be reduced on a pro rata basis.

Section 3.04 Title to and Responsibility for Water; Delivery Point(s).

a. Title to the water diverted, treated and transported to District by Bastrop under this Agreement shall remain with Bastrop at all times until it reaches the Delivery Point. At the Delivery Point, title, control and dominion of the water shall pass to District. Each of Each party shall bear responsibility for the loss of water on their respective side of the point or points of delivery.

b. District shall be solely responsible for conveying water from the Delivery Point to the District's intended places of use. At its cost and expense, District may change the Delivery Point from time to time following prior written notice to and written approval by Bastrop, which approval shall not be unreasonably withheld, denied or delayed.

Section 3.04 Quantity and Pressure.

Subject to the terms of this Agreement, Bastrop agrees to deliver potable water to District all water needed and requested by District for the District Service Area, at prevailing pressure up to, but not in excess of: (i) a minimum of _____ GPD per SUE (ii) a maximum daily delivery of _____ gallons per day; and (iii) a maximum flow rate of 0.6 gallons per minute per connection.

Section 3.05 Quality of Water Delivered to District.

The water delivered by Bastrop at the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use. Each party agrees to provide to the other party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to the TCEQ or other state and federal regulatory agencies.

Section 3.06 Maintenance and Operation; Future Construction.

a. Bastrop shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging all current and future facilities of the City. The City commits to acquire necessary easements and complete construction on a schedule that serves and protects the property owners and their structures in the District.

b. District shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the District System in good working condition and shall promptly repair any leaks or breaks in the District System.

Section 3.07 Rights and Responsibilities in Event of Leaks or Breaks.

District shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Point even if such water passed through the Delivery Point as a result of leaks or breaks in the District System.

Section 3.08 Commencement of Wholesale Water Service.

Bastrop will commence the provision of Wholesale Water Service to District upon final inspection and approval of connecting facilities to the district.

Section 3.09 Wholesale Service Commitment Not Transferable.

Bastrop's commitment to provide Wholesale Water Services is solely to District. District may not assign or transfer in whole or in part it's right to receive Wholesale Water Services without Bastrop's prior written approval.

Section 3.10 Conservation and Drought Planning.

District, within ninety (90) days of the date the District begins operation of the District Water System, the District shall adopt a water conservation plan consistent with and no less stringent than the City's drought contingency plan then in effect and in compliance with TCEQ Rules, 30 Texas Administrative Code, Chapter 288. A copy of the City's current drought contingency plan is attached as Exhibit "B" to this Agreement.

Section 3.11 Curtailment of Service.

The Parties agree that, if water service is curtailed by Bastrop to other similarly-situated customers of the Bastrop System, Bastrop may impose a like curtailment, with notice to District, on Wholesale Water Services delivered to District under this Agreement. Bastrop will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit Bastrop from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an Emergency circumstance.

Section 3.12 Cooperation during Maintenance or Emergency.

District will reasonably cooperate with Bastrop during periods of Emergency or required maintenance. If necessary, upon prior notice, District will operate and maintain the District System at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 3.13 Re-sale of Water Prohibited.

District is prohibited from selling any water sold to District hereunder to any person or entity, except to its retail water customers.

ARTICLE IV. WATER METERING PROVISIONS

Section 4.01 Master Meter Accuracy.

Meter shall meet accuracy standards required by the AWWA with calibration maintained as described in Section 4.02.

Section 4.02 Meter Calibration.

a. The Master Water Meters shall be calibrated each calendar year by District at District's sole cost and expense. Bastrop shall provide prior notice of each such calibration, and a representative of Bastrop may be present to observe each calibration.

b. In the event any question arises at any time as to the accuracy of the Master Meter, but not more than a frequency of once per consecutive twelve (12) month period without mutual consent of both Parties, then the Master Meter shall be tested by Bastrop promptly upon demand of District. The expense of such test shall be borne by Bastrop.

c. If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of AWWA and manufacturer's standards for the type and size of meter), the readings of the Master Meter shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon, if no such period is known or agreed upon, the shorter of:

    1. a period extending back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or

    2. a period extending back one-half of the time elapsed since the last previous test; and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

ARTICLE V. WATER RATES AND CHARGES

Section 5.01 Wholesale Water Rates, Fees and Charges.

District will pay Bastrop for the Wholesale Water Service provided under this Agreement based on a base meter charge and the volumetric charge. No other rates, fees or charges shall be owed by the District to Bastrop for Wholesale Water Service.

Section 5.02 Bastrop Water Impact Fee.

The Water Impact Fee is $_____ per SUE.

Section 5.03 Base Meter Charge.

District will pay Bastrop the monthly retail base meter charge applicable to the meter size at the Point of Delivery. Such fee shall be subject to change from time to time when Bastrop retail rates

are reviewed. The initial base meter charge for the meter at the Point of Delivery is $_____ per month.

Section 5.04 Volumetric Charge.

a. Bastrop will measure water flows monthly based on monthly readings of the Master Meter. The total of these amounts multiplied by the volumetric rate will be used by Bastrop to compute the volume charge as provided in Section 6.02 below.

b. The initial volumetric rate shall be Bastrop's non-residential volumetric water rate ($_____ per 1,000 gallons of water).

c. Bastrop may amend the volumetric rate from time to time when Bastrop retail rates are reviewed. Bastrop shall provide written notice to District of any rate adjustments not later than thirty (30) days prior to the effective date thereof.

Section 5.05 Changes to Rates and Fees.

The City agrees that a change in the monthly base meter charge or volumetric charge will not become effective against the District until thirty (30) days after effective written notice to the District if a change is provided by the City.

Section 5.06 District Water Rates and Charges.

District will determine and charge its retail water customers such rates as are determined by its governing body. During the term of this Agreement, District will fix and collect rates and charges for retail water service that are, in the opinion of its governing body, sufficient, together with any other revenues available to District, to produce the amount necessary to operate, repair, and maintain the District System, and to pay the cost of Wholesale Water Service from Bastrop. District will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 5.07 District and Developer to Pay All Costs for Connection to the City.

The District, or Developer if the District does not have sufficient funds, will pay the entire cost of connection to the City's Water System.

Section 5.08 Wholesale Water Rates.

The City shall invoice the District for wholesale water delivery and treatment service at the same rate that the City charges its other wholesale customers per gallon of use. The District shall pay the City monthly, one month in arrears, as more fully described in Article XIII of this Agreement.

Section 5.09 District Payment for Wholesale Service.

Billing for wholesale service will commence after the first date water service is provided to the District. The City will send one bill to the District on or before the first day of each month after the date water service has commenced, at a rate that is the same as the rate the City charges its city

customers of each class. The Developer agrees to require the builders in the District to send notice of each such closing to the City within thirty (30) days of the closing of each lot in a separate agreement with each such builder.

Section 5.10 Builder Payment for Impact Fees.

Builders in the District will be required in a contract by and between the builder and the Developer to pay the standard impact fee to the City related to the use of the capacity in the City's Water System.

ARTICLE VI. WHOLESALE WATER BILLING METHODOLOGIES; REPORTS AND OTHER RELATED MATTERS

Section 6.01 Monthly Statement.

For each monthly billing period, Bastrop will forward to District a bill providing a statement of the Base Meter Fee and the total Volume Charge owed by District for Wholesale Water Service provided to District during the previous monthly billing period. District will pay Bastrop for each bill submitted by Bastrop to District by check or bank-wire on or before thirty (30) days from the date of receipt of the invoice. Payments shall be mailed to the address indicated on the invoice, or can be hand-delivered to Bastrop's headquarters in Bastrop County, Texas. If payments will be made by bank-wire, District shall verify wiring instructions. Payment must be received at Bastrop's headquarters or bank by the due date in order not to be considered past due or late. In the event District or an assignee responsible for payment in accordance with this Agreement fails to make payment of a bill within said thirty (30) day period, District shall pay in addition Bastrop's then current late payment charges on the unpaid balance of the invoice.

Section 6.02 Monthly Billing Calculations.

Bastrop will compute the sum of the base meter charge and the volume charge for Wholesale Water Service on the basis of monthly readings of the Master Meter and will bill District such sum on a monthly basis.

Section 6.03 Effect of Nonpayment.

With respect to monthly billings, if Bastrop has not received payment from District by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, Bastrop will notify District of such delinquency in writing, and if District fails to make payment of the delinquent billing within thirty (30) calendar days from the date of transmittal of such written notice of delinquency from Bastrop, then Bastrop may, at its discretion, terminate or reduce the level of Wholesale Water Service to District until payment is made.

Section 6.04 Reasonableness of Rates.

District agrees that the Rates initially charged by City and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by City are subject to modification as provided herein. District agrees that it is reasonable for City to adjust the Rates periodically as provided herein and understands that any adjustments made in

accordance with this Agreement are part of the consideration for this Agreement. Notwithstanding any provision to the contrary, District does not waive the right to file and pursue an appeal of any increase in Rates proposed or adopted by City that is not in conformance with the terms of this Agreement.

Section 6.05 Records and Reports

The District shall promptly provide to the City upon written request, and without charge, copies of any District records or documents relating to the construction, operation, maintenance, or repair of the District Water System.

ARTICLE VII. REGULATORY COMPLIANCE

Section 7.01 Agreement Subject to Applicable Law.

The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 7.02 Cooperation to Assure Regulatory Compliance.

Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each Party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE VIII. TERM, TERMINATION, DEFAULT, REMEDIES

Section 8.01 Term and Termination.

a. This Agreement shall become effective upon the Effective Date and shall extend until - _____, _____ unless terminated earlier as provided herein.

b. District may terminate this Agreement by providing not less than sixty (60) days written notice of termination to Bastrop.

c. In the event that any agreement provided for in the definition of Bastrop's System Agreements are terminated or expires, this Agreement shall be terminated and be of no further force or effect. Either party shall give thirty (30) days prior written notice of an anticipated termination or expiration of any agreement provided for in the definition of Bastrop's System Agreements.

Section 8.02 Default.

a. In the event District shall default in the payment of any amounts due to Bastrop under this Agreement, or in the performance of any material obligation to be performed by District under this Agreement, then Bastrop shall give District at least thirty (30) days' written

notice of such default and the opportunity to cure same. Thereafter, Bastrop shall have the right to pursue any remedy available at law or in equity, pending cure of such default by District.

b. In the event Bastrop shall default in the performance of any material obligation to be performed by Bastrop under this Agreement, then District shall give Bastrop at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the District shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Bastrop.

Section 8.03 Additional Remedies upon Default.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that Bastrop's undertaking to provide Wholesale Water Service to the District System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, Bastrop agrees, in the event of any default on its part, that District shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of District's obligations could not be adequately compensated in money damages alone, District agrees in the event of any default on its part that Bastrop shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies that may also be available to Bastrop including the right to obtain a writ of mandamus or an injunction against District requiring the District to collect rates and charges sufficient to pay the amounts owed to Bastrop by District under this Agreement. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

ARTICLE IX. GENERAL PROVISIONS

Section 9.01 Assignability.

Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 9.02 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of District and Bastrop and executed by duly authorized representatives of each.

Section 9.03 Necessary Documents and Actions.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 9.04 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Service by Bastrop to District for the District Service Area.

Section 9.05 Applicable Law.

This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 9.06 Venue.

All obligations of the Parties created in this Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 9.07 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 9.08 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

Section 9.09 Notices.

Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery the address of the other party shown below:

DISTRICT:

Attn:

DEVELOPER:

Attn:

CITY OF BASTROP: City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager

WITH REQUIRED COPY TO: Alan Bojorquez
Bojorquez Law Firm, PC
12325 Hymeadow Drive, Suite 2-100
Austin, Texas 78750

Notices shall be deemed received on the date of hand delivery or within three (3) days of deposit in first-class mail.

Section 9.10 Consents and Approvals.

Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 9.11 Severability.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 9.12 Records.

Bastrop and District each agree to preserve, for a period of at least two (2) years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. Bastrop and District shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 9.13 State Approval; Compliance with TCEQ Rules.

Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ applicable to public drinking water systems which receive water through a sole-source water supply contract, including the requirements of 30 Texas Administrative Code, Section 290.45(f). The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ. If, at any time, it is determined that this Agreement does not

comply with all applicable TCEQ requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

Section 9.14 Force Majeure.

If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 9.15 Good Faith.

Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 9.16 Authority of Parties Executing Agreement, Validity.

By their execution, each of the individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the capacity shown on this document. Each of the Parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 9.17 Exhibits.

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

Exhibit A: Metes and Bounds Description of the Land
Exhibit B: Bastrop Water Conservation and Drought Contingency Plan
Exhibit C: Map Showing Locations of Water Delivery Points, Water Connection Points

Section 9.18 Effective Date.

This Agreement will be effective from and after the last date of due execution by all Parties.

CITY OF BASTROP, TEXAS

By: _____
Name: Lynda Humble
Title: City Manager

Date: _____

ATTEST: _____
City Secretary

_____ ***DISTRICT***

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me the ____ day of _____, 2018, by _____, _____City of Bastrop, Texas, on behalf of City.

_____
Notary Public Signature

_____(***DEVELOPER***)
A _____
By:
A _____ company, _____

By: _____
Name:
Title: Manager
Date: _____

Attest:

_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, _____of _____, a Texas _____company, _____ of _____., a Texas _____, on behalf of said _____ company as _____ of the _____.

_____
Notary Public, State of _____

Exhibit "A"

Metes and Bounds Description of the Land

Exhibit "B"

Bastrop Water Conservation and Drought Contingency Plan

Exhibit "C"

Map Showing Locations of Water Delivery Points

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12C

TITLE:
Consider action to approve Resolution No. R-2019-32 of the City Council of the City of Bastrop, Texas, adopting a standardized wholesale wastewater agreement; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:
The City of Bastrop hired NewGen Services to assist with the development of a wholesale wastewater rate that will allow the City of Bastrop to manage the imminent growth while remaining fiscally sustainable. As Austin continues to grow and be consistently named one of the most desirable places to live, growth will continue to move east toward Bastrop. It is vital that the City of Bastrop be poised and ready to handle development. The current City Council has made a commitment to be prepared for the expected growth. The daunting task of managing a Certificate of Convenience and Necessity (CCN) that is three times larger than the present city limits is important to future growth and fiscal sustainability. The proposed wholesale wastewater agreement will allow the City to better manage the growth and provide new customers that will stabilize future wastewater rates.

POLICY EXPLANATION:
City Charter grants the City Council the authority in Section 3.01 Powers and Duties (13) provide for a sanitary sewer and water system and require property owners to connect with such sewer system and provide for penalties for failure to make sanitary sewer connections. The City's Code of Ordinance further established areas of service and utility rates.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-32 of the City Council of the City of Bastrop, Texas, adopting a standardized wholesale wastewater agreement; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution
- Wholesale Wastewater Agreement

RESOLUTION NO. R-2019-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING A STANDARDIZED WHOLESALE WASTEWATER AGREEMENT; ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of fiscal sustainability; and

WHEREAS, the City of Bastrop City Council understands the value in managing growth for future generations; and

WHEREAS, the City of Bastrop understands the importance of focusing on the standardization of wastewater wholesales and providing a fairness and consistency; and

WHEREAS, the City of Bastrop has chosen to adopt a standardized wholesale wastewater agreement; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and take definitive action towards lasting solutions.

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

Section 1. That the City Council has found a wholesale wastewater agreement to be in the best interest of the City of Bastrop, Texas.

Section 2. The City Council adopts a standardized wholesale wastewater agreement, as attached in Exhibit A, for use with future wholesale customers.

Section 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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, Texas this 23rd day of April 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

WHOLESALE WASTEWATER AGREEMENT

BETWEEN CITY OF BASTROP, _____ DISTRICT AND _____.

This WHOLESALE WATER and WASTEWATER AGREEMENT ("**Agreement**") is made and entered into by and between the CITY OF BASTROP, a home rule city located in Bastrop County ("**Bastrop**" or "**City**") and the _____, a _____ operating under _____ ("_____"), and _____., a _____ ("**Developer**") (collectively referred to herein as the **"Parties"**). The Parties hereby mutually agree as follows:

RECITALS

WHEREAS, the City and the Developer entered into a Planned Development Agreement, to be known in this Agreement as "the PDA" on _____, requiring a wholesale utility agreement; and

WHEREAS, by Resolution R-_____, on _____, 20____, the City granted consent for creation of _____ District; and

WHEREAS, by Order signed on _____, 20____, the Texas Commission on Environmental Quality granted the Petition for Creation of _____ District; and

WHEREAS, by Resolution R-_____ the City confirmed its consent for creation of the _____District, on _____, 20_____; and

WHEREAS, the District encompasses approximately _____ acres of land within the extraterritorial jurisdiction ("ETJ") of the City (the "Tract"). The Tract is more particularly described in Exhibit "A"; and

WHEREAS, Developer intends to develop the Tract as a _____ community, initially to be referred to as "_____" projected to consist primarily of _____ uses, expected at the time of execution of this Agreement to include approximately _____ homes, and also will include other limited nonresidential uses (the "Development"); and

WHEREAS, Bastrop, District and Developer wish to enter into this Agreement, to provide the terms of wholesale wastewater service for the benefit of the present and future residents of City and the District; and

WHEREAS, the Tract is within Bastrop's sewer CCN (20466), from which the City will provide wastewater services to the District; and

WHEREAS, Bastrop has the capacity to treat _____ gallons per day of wastewater from the District through City's Existing Wastewater Treatment Plant (Permit No. WQ0011076001). Upon completion of Bastrop's WWTP#3 (Permit No. WQ0011076002),

the City will have the capacity to treat _____ gallons per day of wastewater from the District.

NOW, THEREFORE, for and in consideration of the agreements set forth below, the City, District and Developer agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 Definitions of Terms.

In addition to the terms otherwise defined in the above recitals; in the City's ordinances; or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

Active Connection: means a connection for which there is an open utility account with the District during any portion of a monthly billing period. Each connection is the equivalent of one SUE, provided that the property served by the connection is a single-family residence.

Agreement: means this Wholesale Wastewater Agreement by and among the City of Bastrop, Texas, District, and Developer.

AWWA: means the American Water Works Association.

Bastrop Service Area: means the certificated service area for the City of Bastrop as maintained by the Public Utility Commission.

***Bastrop Wastewater System or City Wastewater System*:** means all of the Wastewater equipment, lines, components and facilities of Bastrop that are used for the collection, transportation, treatment, monitoring, regulation and disposal of Wastewater received from the District, including the Existing Wastewater Treatment Plant, WWTP#3, and _____.

CCN: means a certificate of convenience and necessity or similar permit authorizing a specified entity to be the retail water or sewer service provider in a specified area.

City: The City of Bastrop, Texas, a home rule municipality, organized and operating pursuant to the applicable laws of the State of Texas

City Manager: means the City of Bastrop's City Manager

Commercial Customers: means all non-residential retail wastewater customers of District in the Wholesale Wastewater Service Area.

Commission or TCEQ: means the Texas Commission on Environmental Quality or its successor agency.

Connecting Facilities: means facilities connecting any Internal Facilities to a Point of Entry (excluding any Interceptors).

Contract Amount*; means the agreed upon amount in the Infrastructure and Capacity Contract.*

Formatted: Font: Not Bold

Costs of the System: means all of Bastrop's costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining,

and operating the Bastrop System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the System in accordance with policies of Bastrop's City Council.

County: means Bastrop County, Texas.

Daily BOD loading*:* means the daily biochemical oxygen demand loading as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four separate representative samples taken in accordance with the Permit.

Developer: means _____., a _____, its successors or assigns.

Development: means the mixed-use development of the Tract, including residential and non-residential land uses, together with parkland, open space, recreational amenities and related facilities, intended to produce developed lots.

District: means the municipal utility district organized and operating in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, encompassing the Tract, known as _____ District.

District's Wastewater System: means the Wastewater facilities of the District for collection and transportation of Wastewater from its retail customers to the Points of Entry into the Bastrop System.

District Service Area: means the retail wastewater service territory of _____ District, as amended from time to time.

Effective Date: means the last date of execution by all of the Parties.

ETJ: means extraterritorial jurisdiction.

Emergency: means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of Bastrop. The term includes Force Majeure and acts of third parties that cause the Bastrop System to be unable to provide the Wholesale Water Services agreed to be provided herein.

EPA: means United States Environmental Protection Agency

Excess Wastewater Treatment Capacity Reservation Fees: means the product of the Wastewater Treatment Capacity Reservation Fee and: (i) the difference between the number of SUE's shown on a phase of a preliminary plat and the final plat for that phase, if the subdivision is developed in phases; or (ii) the number of SUE's shown on a preliminary plat and the final plat, if the property is not developed in phases.

Existing Wastewater Treatment Plant: means the City-owned 1.4 MGD wastewater treatment plant operating pursuant to TPDES Permit No. WQ001107600, a copy of which is attached as Exhibit "B".

Force Majeure: means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Bastrop or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

~~***Impact Fee:*** means a charge imposed on each service unit on new development pursuant to Chapter 395 of the Local Government Code to generate revenue for funding or recouping the costs of capital improvements or facility expansions.~~

Formatted: Strikethrough

Infiltration: means water that enters Bastrop's System through defects such as cracks or breaks in the piping, manholes or other appurtenances.

Inflow: means water that enters the Bastrop System through direct sources such as drain spouts, manholes, clean-outs, or other appurtenances.

Infrastructure and Capacity Contract: *means the Contract by and between the City and District that includes the amount to be collected from the District for all infrastructure, facilities and capacity needed to serve the development.*

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Initial Wholesale Wastewater Service: means the reception, transportation, treatment, and disposal of no less than _____ GPD Wastewater to be provided by Bastrop to District, during the period before WWTP#3 is capable of providing service to the District.

Interceptors: any wastewater mains, including, _____, or other wastewater facilities constructed by on behalf of Bastrop after the Effective Date of this Agreement that connect the City's Existing Wastewater Treatment Plant or WWTP#3 to a Point of Entry.

Internal Facilities: means the internal Wastewater collection and lift station facilities and related equipment, facilities, and appurtenances to be constructed by or on behalf of District for the District System.

Lift Stations: The lift stations and force main located in the District, which are more particularly described in Exhibit "C".

Maximum Wastewater SUE Capacity: Use of wastewater treatment capacity up to _____ GPD.

Metering Facility: means the Wastewater flow meter, meter vault, and all metering and telemetering equipment located at a Point of Entry to measure Wholesale Wastewater Service to District. The Bastrop System shall include each Metering Facility.

Parties: means the City, the District, and the Developer.

Peak Hour Flow Rate: means the highest metered and calculated flow rate delivered from District to Bastrop's System at a Point of Entry under any operational condition, including inflow and infiltration.

Planned Development Agreement or PDA: means the agreement was entered into by the City and the Developer on _____, 20_____.

Points of Entry: means the locations, to be approved by Bastrop, District and Developer, in Bastrop's System at which all Wastewater will pass from District's Connecting Facilities to Bastrop's System generally shown on Exhibit "D". The initial Point of Entry shall be located at _____("Initial Point of Entry"). Future Points of Entry shall be agreed upon by Bastrop and District in connection with the acquisition or construction and commencement of operation of new Connecting Facilities after the Effective Date that connect to Bastrop's System.

Prohibited Waste: means those substances and wastes prohibited from being discharged into Bastrop's System as identified in Bastrop's Code of Ordinances.

Residential Customers: means retail residential Wastewater customers of District in the Wholesale Wastewater Service Area.

Single Family Residence: means the use of a site for only one dwelling unit, where a dwelling unit is a building, or portion thereof, designed or used exclusively for residential occupancy (not including hotels and motels).

SUE: means Service unit equivalent which is the basis for establishing equivalency among and within various customer classes, based upon the relationship of the continuous duty flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a 3/4 " diameter simple water meter, using American Water Works Association C700-C703 standards. For purposes of this Agreement and as reflected in Bastrop Code of Ordinances Section 10.02.004, 3/4 " water meters are considered to equal one SUE; except that for multifamily development, each living unit is equivalent to 0.5 SUE.

~~***SU multiplier:*** means the number of SUEs to be multiplied by the Impact Fee for each active connection served that is not a single family residence in accordance with the SU Equivalency Chart in Bastrop Code of Ordinances Section 10.02.004.~~

Formatted: Strikethrough

Tract: means the approximately 347.9 acres of land within the District's boundaries to be served under the terms of this Agreement.

_____***:*** means the wastewater interceptor that will connect the District to the City's Existing Wastewater Treatment Plant and WWTP#3.

Waste or Wastewater: means liquid or water borne waster, including without limitation, sewage

WWTP #3: The planned wastewater treatment plant to be built by the City in which the District's ultimate capacity needs will be reserved. Its planned location is shown on Exhibit "D".

Section 1.02 Captions.

The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II. PROVISION OF WHOLESALE WASTEWATER SERVICE

Section 2.01 Wholesale Wastewater Service Commitment.

a. Subject to the terms and conditions of this Agreement and the requirements of applicable law, Bastrop agrees to provide Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area in a quantity not to exceed the Wholesale Service Commitment.

b. District or Developer may request that Bastrop increase the Wholesale Wastewater Service Area and/or the Wastewater Service Commitment. In such event, Bastrop District and Developer will enter into good faith negotiations to amend this Agreement to increase the Wholesale Service Commitment and/or the Wholesale Wastewater Service Area, as appropriate.

Section 2.02 Phasing of Wholesale Wastewater Service.

Subject to the provisions of the foregoing paragraph 2.01, Bastrop shall make Wholesale Wastewater Service available within the Wholesale Wastewater Service Area on a phased basis as follows:

a. Phase 1: _____ GPD of Wholesale Wastewater Service shall be made available from the City's Existing Wastewater Treatment Plant to the Wholesale Wastewater Service Area upon acceptance of Connecting Facilities to a Point of Entry.

b. City will provide District new data on available capacity in Existing Wastewater Treatment Plant within thirty (30) days of the date the District is consuming _____ GPD.

c. City Commits to have WWTP#3 online before District utilizes _____ GPD.

d. Subsequent Phases: District shall give Bastrop written notice at such time that District determines that additional Wholesale Wastewater Service is needed in the Wholesale Wastewater Service Area. Such notice will include the number of SUE's that will require Wholesale Wastewater Service. Such notice shall be given at the time of preliminary plat approval in accordance with Section 5.07, provided that District may give written notice that additional Wholesale Wastewater Service is needed at other times as determined appropriate in District's discretion.

e. Bastrop shall make Wholesale Wastewater Service available for the number of SUE's requested within eighteen (18) months of the date of the request, up to the Wholesale Wastewater Commitment, and payment of the Wastewater Treatment Capacity Reservation Fee for the number of SUE's stated in the notice. Payment of the Wastewater Treatment Capacity Reservation Fee shall guarantee capacity within the WWTP#3 and other parts of the Bastrop System, as applicable, for the number of SUEs for which the Wastewater Treatment Capacity Reservation Fee is paid.

Section 2.03 Peak Hour Flow Rate Limitations.

a. The Peak Hour Flow Rate at a Point of Entry shall not exceed an average of 0.65 gallons per minute (gpm) for each SUE allocated to all Phases served by such Point of Entry.

b. The Peak Hour Flow Rate for Phase 1 shall not exceed 117 gpm.

c. The Peak Hour Flow Rate for all subsequent phases shall be calculated in accordance with this subsection.

Peak Hour Flow Rate (gpm) = (0.65 gpm) x (number of SUEs requested per phase)

d. The Parties agree that any increase in the agreed Peak Hour Flow Rate or the daily BOD of Wholesale Wastewater Service that Bastrop provides to District under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties.

Section 2.04 Wastewater Strength Limitations.

The Wholesale Service Commitment shall be subject to the following additional limitations:

The daily BOD Loading, as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four (4) separate representative samples taken in accordance with the Permit -- shall not exceed an average of 0.425 pounds (BOD-5) per SUE allocated to a Phase. The daily BOD Loading for Phase l shall not exceed 76.5 pounds (BOD-5). The daily BOD loading for all subsequent phases shall be calculated in accordance with this subsection.

Daily BOD Loading (BOD-5) = (0.425 pounds) x (number of SUEs requested per phase).

Section 2.05 Sole Provider; Waste Disposal Permit Application.

a. For so long as Bastrop meets its obligations under this Agreement, Bastrop will be the sole source of Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area unless: i) Bastrop consents in writing to District's conversion to another wholesale provider; or, ii) Bastrop refuses or fails to provide Wholesale Wastewater Service in accordance with the terms of this Agreement, in which event District shall be free to find an alternative Wholesale Wastewater Service provider.

b. Under the terms and conditions set forth herein, Bastrop shall be entitled to provide Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area from any source of treatment capacity available to Bastrop.

Section 2.06 Wholesale Service Commitment Not Transferable.

a. Bastrop's commitment to provide Wholesale Wastewater Service under this Agreement is solely to District and solely for the Wholesale Wastewater Service Area. District may not assign or transfer in whole or in part Bastrop's service commitment to any person or entity without Bastrop's approval, and any assignment will be subject to the terms and conditions of this Agreement.

b. Bastrop may not assign or transfer in whole or in part its obligations under this Agreement to any other person or entity, with District's prior written consent, which consent shall not be unreasonably withheld.

Section 2.07 District Responsible for Retail Connections.

District will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement and for the proper and lawful application of District's policies and regulations governing connection to the District System.

Section 2.08 Retail Billing and Collection.

District agrees that it will be solely responsible for retail billings to and collections from its customers within the Wholesale Wastewater Service Area.

Section 2.09 Curtailment of Service.

The Parties agree that, if Wastewater Service is curtailed by Bastrop to other customers of the Bastrop System due to the need to conduct maintenance operations or due to an emergency, Bastrop may impose a like curtailment, with notice to District, on Wholesale Wastewater Service delivered to District under this Agreement. Bastrop will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit Bastrop from curtailing service completely in the event of a maintenance operation or emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an emergency circumstance.

Section 2.10 Cooperation during Maintenance or Emergency.

District will reasonably cooperate with Bastrop during periods of emergency or required maintenance. If necessary, upon prior notice, District will operate and maintain its system at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 2.11 Retail Service and CCN.

The Parties acknowledge and agree that District shall be the retail provider of sewer service to lands within the Wholesale Wastewater Service Area. Bastrop agrees that it will not oppose or protest an application by District to obtain a sewer CCN for the Wholesale Wastewater Service Area within the District boundaries. Bastrop will not provide retail sewer service within the Wholesale Wastewater Service Area and shall amend any agreements providing for Bastrop to provide retail wastewater service within the Wholesale Wastewater Service Area to be consistent with the retail sewer service area boundaries and the agreements regarding inspection of Internal Facilities set forth in this Agreement.

ARTICLE III. DESIGN AND CONSTRUCTION OF FACILITIES

Section 3.01 Design and Construction of the Internal Facilities.

a. District will be responsible for design and construction of, or for causing one or more third parties to design and construct, the Internal Facilities within the District System.

b. District agrees to be responsible for and pay for all costs of rights-of- way, easements, design, engineering, contracting, construction and inspection of the Internal Facilities; provided that District may require Developer to be responsible and pay for all or a portion of the costs of right-of- way, easements, design, engineering, contracting, construction, and inspection of the Internal Facilities.

c. The Internal Facilities will be designed and constructed in accordance with applicable regulations and specifications of Bastrop, the State of Texas and United States, and with the terms and conditions of this Agreement.

Section 3.02 Design and Construction of the Connecting Facilities.

a. District shall be responsible for design and construction of, or for causing one or more third parties to design and construct, any Connecting Facilities, or modification to the existing Connecting Facilities, required for the transmission of Wastewater to the Bastrop System.

b. Subject to the terms and conditions of this Agreement, District agrees to engage or cause to be engaged the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications for Connecting Facilities in conformance with Bastrop's design criteria and construction standards in effect at the time the plans and specifications are submitted to Bastrop for approval, or in accordance with District's design criteria and construction standards if such are more stringent; provided that the parties shall reasonably cooperate to determine the design standards that will control. The plans and specifications will address the sizing, routing, material selection, service method, cost estimates, proposed construction schedule, easements, and such other and further information as Bastrop deems necessary or advisable for proper review and assessment of the plans and specifications. The design for the Connecting Facilities shall be procured at District's sole expense; provided that District may cause Developer to be responsible for designing the Connecting Facilities, and the cost thereof. The plans and specifications for the Connecting Facilities will be submitted to Bastrop for review and comment before District approves said plans and specifications. Bastrop shall provide written comments within thirty (30) days of the date of the receipt of the plans unless a longer period is specified by City Staff. District shall cause any comments provided by Bastrop to be addressed. If Bastrop does not provide comments within the greater of thirty (30) days or the time specified by City Staff, District may approve the plan and specifications, subject to compliance with District's regulations.

c. The Parties agree that the Connecting Facilities shall be designed and constructed so that they will not deliver Wastewater to the Bastrop System at a Peak Hour Flow Rate in excess of the Peak Flow Rate limitations set forth in this Agreement. District agrees to design and construct, or cause the design and construction of, the Connecting Facilities so that any wastewater flows to a Metering Facility can be accurately measured, in the event the Wholesale Wastewater Rate is calculated based on volumetric charges.

d. District solely shall be responsible for the construction of the Connecting Facilities, or for causing Developer to be responsible for the construction of the Connecting Facilities. District solely shall be responsible for funding construction, and all costs related thereto, of the Connecting Facilities, or for causing one or more third party developers or owners of land within the Wholesale Wastewater Service Area to be responsible for funding construction, and all costs related thereto, of the Connecting Facilities.

e. District agrees to be responsible for, and pay for all costs of rights-of- way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System, or for causing Developer to be responsible for and to pay all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System.

f. The parties will cooperate in good faith to determine the location of Connecting Facilities that are located in Bastrop's city limits or ETJ. Bastrop agrees to make good faith efforts to cause the dedication of easements or right-of-way that may be necessary for the location and installation of

Connecting Facilities within the city limits and ETJ of Bastrop. Pursuant to separate written instruments, Bastrop will further allow District to access and use rights-of-way and easements owned or controlled by City for the purpose of installing, constructing, repairing, replacing, maintaining, and operating or causing to be installed, constructed, repaired, replaced, maintained and operated, Connecting Facilities.

Section 3.03 Notification of Commencement of Construction on Connecting Facilities.

After all required approvals for construction of the Connecting Facilities are obtained but prior to commencement of construction, District will provide, or cause to be provided, written notice to Bastrop of the date on which construction of the Connecting Facilities is scheduled to commence. Bastrop must receive this written notice at least five (5) days before the scheduled construction date.

Section 3.04 Inspection and Acceptance of a Portion or All of the Connecting Facilities.

The Parties agree that Bastrop has the right to make periodic inspections during the construction phase of the Connecting Facilities. Acceptance of the Connecting Facilities by District is subject to final inspection by Bastrop.

Section 3.05 Agreement to Submit As-Built or Record Drawings and Final Plats.

District agrees to provide, or cause to be provided, to Bastrop: a) as-built or record drawings of all Internal Facilities and Connecting Facilities that contribute directly to the Bastrop System; and b) final plats for property located within the Wholesale Wastewater Service Area; within thirty (30) days of District receiving them, not to exceed sixty (60) days following completion and acceptance of the construction of such facilities or recording of the final plat, as appropriate.

Section 3.06 Ownership and Operation of Connecting Facilities.

Except as set forth below or otherwise agreed, District shall own and operate all Connecting Facilities located on its side of a Point of Entry after completion of construction by District or the Developer, and acceptance of the Connecting Facilities by Bastrop.

Section 3.07 Design and Construction of Interceptors.

a. The District will pay the full design and construction costs of _____. The City will own, operate and maintain _____ upon its completion, acceptance and conveyance by the District to the City. The District shall have the right to the percentage of the line's capacity necessary to transport sewage at a flow rate of _____ GPD to serve the District at full buildout.

b. Except as described in Subsection 3.07(a) or as otherwise agreed by the Parties, Bastrop shall be responsible for design and construction of the Interceptors, including the acquisition of all easements required for the construction, ownership and operation of the Interceptors.

c. Bastrop agrees that the Interceptors shall be designed and constructed with sufficient capacity to make wholesale service available to District in an amount not less than required for Bastrop to fulfill its obligations under this Agreement.

d. Under no circumstances shall District construct any Interceptors that would connect to, or contribute Wastewater into the Bastrop System without Bastrop's prior written approval.

Section 3.08 Design and Construction of Improvements to the Bastrop System and WWTP#3

a. Bastrop shall be responsible for the design and construction of WWTP#3 (Permit No. WQ0011076002) and the portions of the Bastrop System that serve the Wholesale Wastewater Service Area.

b. For the term of this Agreement, Bastrop agrees that it will provide Wholesale Wastewater Service to District up to the Wholesale Wastewater Commitment under the terms and conditions of this Agreement and payment of the Wastewater Treatment Capacity Reservation Fee shall guarantee capacity in the WWTP#3 and the Bastrop System for the number of SUE's for which the Wastewater Treatment Capacity Reservation Fee is paid.

ARTICLE IV. DESIGN AND CONSTRUCTION OF WASTEWATER FACILITIES

Section 4.01 Wastewater Flow Meters.

All Wastewater Flows from the Wholesale Wastewater Service Area must be metered through Metering Facilities that are designed and constructed by District and are subject to Bastrop's review and approval. Upon completion of installation, the Metering Facilities shall be dedicated to Bastrop. The parties acknowledge and agree that the initial Wholesale Wastewater Rate is a flat rate charge as set forth in Article V. This Article shall also govern metering of Wastewater flows for the purpose of calculating the Volumetric Rate in the event that the Wholesale Wastewater Rate is a volume-based rate. The Metering Facilities shall be tested and calibrated to ensure said facilities are operative and measuring accurately prior to instituting and charging District a volume-based Wholesale Wastewater Rate.

Section 4.02 Wastewater Flow Meter Calibration and Testing.

a. Bastrop agrees to calibrate and routinely service the Wastewater flow meter no less than once during each twelve (12) month period as a Cost of the System. Calibration will be accomplished according to Bastrop's standard methods.

b. Bastrop will notify District in writing of proposed calibrations in advance of such occurrences so that District may observe if desired.

c. It will be the duty of the Parties to this Agreement to notify the other Party in the event any Party becomes aware that a Wastewater flow meter is registering inaccurately or malfunctioning. Any Party will have the right to test a flow meter at any time. Notification of a proposed test will be provided at least forty (48) hours before conducting the test except in the case of emergencies. Any Party will have the right to witness Wastewater flow meter tests. Payment for meter calibration and testing under this Section will be the responsibility of the Party requesting the meter calibration and testing.

Section 4.03 Ownership, Operating and Maintenance of the Wastewater Flow Meters.

Following completion and final acceptance of the Metering Facilities by District, Bastrop will own, operate and maintain the Metering Facilities.

Section 4.04 Billing Adjustments.

If, for any reason, a Wastewater flow meter is out of service or inoperative, or if, upon any test, any meter is found to be inaccurate (variance of five percent (5%) or more), Bastrop will calibrate the meter to measure within five percent (5%) accuracy. In addition, Bastrop will adjust billings by an amount that corresponds to the percentage that the meter varies from accurate measurement for one-half of the months since the most recent calibration of the same meter but not to exceed six (6) months. If adjustment results in credit to District, Bastrop may provide such credit against future billings to District. If adjustment results in additional amounts due to Bastrop, District will pay such amounts to Bastrop in accordance with the billing terms provided in this Agreement.

Section 4.05 Wastewater Flow Monitoring.

If Bastrop discovers a wastewater flow problem, as determined in its reasonable discretion, associated with a Point of Entry, Bastrop may, at any time, with notice to District, conduct smoke testing, television of lines, or other methods to determine the cause of the problem. The Parties agree to fully cooperate in this investigation. If the cause of the problem is determined to be solely in Bastrop's System, then Bastrop will solely pay for all investigation costs. If the cause of the problem is determined to be solely in District's System, then District will solely pay for all investigation costs. If the cause of the problem is determined to be in both District and Bastrop Systems, then investigation costs will be proportionally distributed based upon the number of connections investigated for each Party. District agrees to reimburse Bastrop for District's portion of this investigation costs within thirty (30) days of receipt of invoice, which invoice shall include supporting data in reasonable detail. District agrees to correct any problems identified in the investigation with reasonable promptness, depending on the nature of the problem.

ARTICLE V. WASTEWATER RATES AND CHARGES

Section 5.01 Wholesale Wastewater Rate Fees and Charges.

a. In accordance with the terms and conditions of this Agreement, District, through its Board of Directors, will establish and District (as set forth below) will pay Bastrop rates, charges and fees for the Wholesale Wastewater Service provided under this Agreement. The rates, charges and fees for Wholesale Wastewater Service shall consist of:

(1) the Wholesale Wastewater Rate, which shall consist of either: (i) a Flat Rate as set forth in Section 5.02; or (ii) a Volume Charge and Monthly Minimum Charges as set forth in Section 5.04; and

(2) ~~Impact Fees.~~The agreed upon Contract Amount for infrastructure, facilities and capacity, or portions thereof constructed to serve the District.

b. Bastrop may charge either a metered Volume Charge and Monthly Minimum Charges or a Flat Rate Charge for Wholesale Wastewater Service at the discretion of its governing body and after thirty (30) days prior notice to District. Bastrop specifically agrees that the Volume Charge and Minimum Monthly Charges or Flat Rate Charges will be calculated so that all Costs of the System on which the charges are based are properly allocated between District, any other wholesale customers of the System, and Bastrop's retail customers in a just, reasonable and nondiscriminatory manner and in accordance with this Agreement.

c. Any subsequent changes in rates shall be shall be set in accordance with the following principles:

d. Bastrop agrees that it will review the Costs of the System that form the basis for the Wholesale Wastewater Rate not less than once every three (3) years; provided, however, that Bastrop shall not be required to employ persons other than Bastrop employees for purposes of doing so unless Bastrop wishes to increase the Wholesale Wastewater Rate, or unless the Bastrop employee is qualified to conduct a wastewater rate study.

Section 5.02 Flat Rate.

Bastrop agrees that the initial Wholesale Wastewater Rate will be a Flat Rate in the amount of $_____ per month, per Active Connection multiplied by the SUE Multiplier, if applicable, billed monthly. The Flat Rate is calculated by subtracting an amount that represents the portion of Bastrop's cost of retail customer service, billing, and line maintenance (the "Retail-Only Service Costs") from Bastrop's retail flat rate. The current flat rate is based on the following calculation: _____ (Bastrop's retail flat rate) - _____ (the "Retail-Only Service Costs").

Section 5.03 Notice to and Review by District.

a. Bastrop will provide District with at least thirty (30) days prior written notice of any changes to the Wholesale Wastewater Rate ~~or Impact Fees.~~ Written notice shall include the proposed new rates and/or fees, and an updated cost of service study with reasonable detail that allows District to identify the methodology used to revise the rates (including enough detail to allow District to evaluate the exclusion of retail-only service costs from the Wholesale Wastewater Rate), the Costs of the System that necessitate the change, along with the allocation of Costs of the System between District, and all other customers of the Bastrop System (wholesale and retail). ~~Bastrop will not be required to provide notice related to setting of Impact Fees beyond those notices required by the Texas Impact Fee Law (Texas Local Government Code, Chapter 395, as amended), other than the notice described in this Section 5.03(a).~~

Formatted: Strikethrough

Formatted: Strikethrough

b. District will have the right to inspect and copy, at its expense, Bastrop's books and records to verify any statement, billing, charge, computation or demand made to District by Bastrop. Bastrop agrees to make all such information available to District for inspection and copying with reasonable promptness during normal business hours.

Section 5.04 Volume Charges and Monthly Minimum Charges.

a. This Section shall govern and be in effect in the event that Bastrop establishes a Wholesale Wastewater Rate based on volume charges.

b. Bastrop will measure Wastewater flows at the Meter(s) monthly and will bill District as provided in Article VI this Agreement for the Volume Charges based on the Wastewater flows measured.

c. In addition to the Volume Charges, Bastrop's City Council may establish Minimum Monthly Charges to recover that portion of the capital-related Costs of the System incurred by Bastrop related to that portion of the Bastrop System that is used or useful for the provision of Wholesale Wastewater Service hereunder and that are not otherwise financed through the collection of Impact Fees or Wastewater Treatment Capacity Reservation Fee or the Contract Amount. Bastrop specifically agrees that the Minimum Monthly Charge will be calculated so that all capital-related Costs of the System not collected as part of the Contract Amount are allocated between District, any other wholesale customers of the System, and Bastrop's retail customers in a fair, equitable, nondiscriminatory and impartial manner and in accordance with this Agreement. Without limitation

to the generality of the foregoing, the Monthly Minimum Charge will be calculated such that the Minimum Monthly Charges shall not pay any capital-related costs associated with capacity in the System that is being constructed to provide Wastewater treatment and disposal service in excess of the Wholesale Service Commitment.

d. Prior to revision of the Monthly Minimum Charge, Bastrop shall provide written notice thereof to District, and provide a reasonable period for review and comment. A period of thirty (30) days shall be deemed a reasonable period for review and comment. The notice shall specify the lands within the Wholesale Wastewater Service Area for which Bastrop has received or credited payment of Impact Fees.

e. Each updated cost of service study shall identify the capital related costs previously paid by payment of the Monthly Minimum Charge and Impact Fees to Bastrop.

f. Bastrop agrees that any subsequent agreements that it enters into with any other person or entity for Wholesale Wastewater Treatment and Disposal Services from the System will also require such person or entity to pay a minimum monthly fee to be calculated in a just, reasonable, and nondiscriminatory manner based on the wholesale service commitments made to such other customers and the most recent rate study conducted by Bastrop.

g. District agrees to provide payment to Bastrop for the Minimum Monthly Charges associated with the provision of Wholesale Wastewater Service.

~~**Section 5.05 Bastrop Wastewater Impact Fees.**~~

a. ~~The provision of Wholesale Wastewater Service to District under this Agreement is subject to payment to Bastrop of Impact Fees as adopted by Bastrop's City Council for customers in the same service area under Chapter 395, Texas Local Government Code. The Impact Fee as of the Effective Date of this Agreement for the Wholesale Wastewater Service Area is $_____ per SUE. For those properties served that are not a single family residence, the SUE Multiplier that corresponds to the type of property as described in Exhibit "E". The Parties acknowledge that the Impact Fees may be subject to the procedures and requirements of the Texas Impact Fee Law.~~

b. ~~The Impact Fee less the Wastewater Treatment Capacity Reservation Fee (if a Wastewater Treatment Capacity Reservation Fee was paid and remitted to Bastrop as provided in Section 5.07) (the "Impact Fee Balance") or the Impact Fee (if a Wastewater Treatment Capacity Reservation Fee was not paid and remitted to Bastrop as provided in Section 5.07) shall be collected by District at the time of application for a building permit or, if no building permit is required, at the time of a request to connect to District's System for each lot within the Wholesale Wastewater Service Area. District shall pay the Impact Fee Balance or Impact Fee, as appropriate, to Bastrop within thirty (30) days of receipt. District agrees that it will not approve a request for connection to District's System, as appropriate, for a lot until the Impact Fee or Impact Fee Balance, as appropriate, is paid. In the event Bastrop amends the Impact Fee, the amended Impact Fee will apply for purposes of this Agreement only to lands within the Wholesale Wastewater Service Area that receive final plat approval after the amendment of the Impact Fees, or for properties that develop without platting, at the time of an application for building permit or plumbing permit as applicable, or for properties which have not otherwise been given Impact Fee credits; provided that in the case of such properties for which a Wastewater Treatment Capacity Reservation Fee was paid prior to amendment of the Impact Fee, the Impact Fee will be fixed at the Impact Fee in effect at the time the Wastewater~~

Formatted: Strikethrough, Not Highlight

Formatted: Strikethrough

Formatted: Strikethrough, Not Highlight

~~Treatment Capacity Reservation Fee was paid and will not be subject to adjustment if the Impact Fee is increased, but will be subject to adjustment if the Impact Fee is decreased. The Impact Fees or Impact Fee Balance, as appropriate, shall be calculated for each subdivision plat based on the number of lots and the uses within that plat, as required by Bastrop's ordinance establishing Impact Fees. Bastrop shall maintain a current copy of Bastrop's Impact Fee Ordinance, with Bastrop. If Impact Fees are paid prior to the time of connection, Bastrop will provide District with certificates for the number of wastewater connections, i.e., SUEs, for which District paid Impact Fees. Said certificates shall be based on credits available and credited at time of platting, limited to specific platted lots within the Wholesale Wastewater Service Area. Certificates shall be issued for one SUE per lot, unless Bastrop receives payment for a larger number of SUEs per lot. Assuming that Bastrop has received Impact Fees for one SUE per lot within a platted subdivision, in the event service to a platted lot requires service at a level in excess of one SUE, District shall, within forty five (45) days of provision of retail wastewater service to the platted lot, pay or cause to be paid to Bastrop Impact Fees for the remaining SUEs of service.~~

c. ~~The Bastrop City Council may amend the Impact Fee applicable to the Wholesale Wastewater Service Area from time to time in accordance with the process set forth in Chapter 395, Texas Local Government Code, provided that Bastrop shall give District at least thirty (30) days prior written notice before amending the Impact Fee.~~

Section 5.06 Wholesale Wastewater Rates.

The City shall invoice the District for wholesale wastewater delivery and treatment service at the same rate that the City charges its other wholesale customers per GPD of use. The District shall pay the City monthly, one month in arrears, as more fully described in Section 6 of this Agreement.

Section 5.07 Wastewater Treatment Capacity Reservation Fees.

a. *Initial Wastewater Treatment Capacity Reservation Fee.* The District, or the Developer if the District does not have sufficient funds, will pay to the City the Initial Wastewater Treatment Capacity Reservation Fee. The payment to be made to the City within ninety (90) days of the Effective Date to reserve wastewater treatment capacity equivalent to Wastewater SUEs for the District, in the amount of ~~_____ 10% of the City Wastewater Impact Fees at the City's then current rates per Wastewater SUE.~~

b. *Incremental Wastewater Treatment Capacity Reservation Fee.* The District, or the Developer if the District does not have sufficient funds, will pay to the City Incremental Wastewater Treatment Capacity Reservation Fees in increments of not less than 100 Wastewater SUEs as needed by the Development. The payment to be made to the City at the point in time that is three (3) years in advance of absorption or need to reserve successive tranches of wastewater treatment capacity for the District, in the amount of ~~_____ 25% of the City Wastewater Impact Fees at the City's then current rates per Wastewater SUE, multiplied by no fewer than 100 Wastewater SUEs.~~ The District and Developer intend to continue making incremental Wastewater Treatment Capacity Reservation Fee payments until the District is built out, in incremental payments for capacity of no fewer than 100 Wastewater SUEs of capacity per increment, unless otherwise agreed by City staff, the District and the Developer.

c. District shall pay, or cause to be paid, a portion of the Contract Amount ~~Impact Fee~~ to Bastrop to guarantee capacity in the Bastrop System, which portion shall be $_____ per SUE (the " Wastewater Treatment Capacity Reservation Fee") for land that is platted in the Wholesale

Formatted: Highlight

Commented [A1]: If we are not charging an impact fee, we will need to have a set amount for the reservation fee or set this as a portion of the Contract Amount. – Assuming we will allow them to reserve additional service beyond what we agree to in the contract.

Could go the route that the Contract amount covers the cost of the infrastructure needed to serve the development and reserves service for the number of SUEs agreed to in the Contract. Any additional service requested by the Developer would need to be done as an amendment or addendum to the Contract Amount.

Formatted: Highlight

Formatted: Highlight

Formatted: Strikethrough, All caps, Highlight

Formatted: Strikethrough, Highlight

Formatted: Highlight

Formatted: Strikethrough

Formatted: Strikethrough, Highlight

Formatted: Highlight

Commented [A2]: Do you want the entire amount up front?

Commented [A3]: Do you want to have this be a portion of the Contracted Amount or a set amount?

Formatted: Highlight

Formatted: Strikethrough

Formatted: Highlight

Commented [A4]: Or amount

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Wastewater Service Area. Owners of property that develop without platting shall not be charged a Wastewater Treatment Capacity Reservation Fee; provided that such Owners will be required to pay an Impact Fee as provided in Section 5.05. Owners of property in the Wholesale Wastewater Service Area that do not pay a Wastewater Treatment Capacity Reservation Fee shall not have capacity reserved in the Bastrop System, until such time that the Impact Fee is paid. Payment of the Wastewater Treatment Capacity Reservation Fee will secure the right to capacity in the Bastrop System for the number of SUEs for which fees are paid. Upon payment of the Wastewater Treatment Capacity Reservation Fee, a credit shall be applied to the Impact Fee for each SUE for which the Wastewater Treatment Capacity Reservation Fee was paid. District will pay, or cause to be paid, to Bastrop a Wastewater Treatment Capacity Reservation Fee for each SUE shown in a preliminary plat approved by City within thirty (30) days after approval of the preliminary plat. The payment of the Wastewater Treatment Capacity Reservation Fee shall be accompanied by a copy of the preliminary plat, and, if not clearly apparent on the preliminary plat, written notice of the number of SUE's on the property subject to the preliminary plat. If District has paid the Wastewater Treatment Capacity Reservation Fee at a time other than in connection with a preliminary plat, then District may apply all or a portion of said fees towards the Wastewater Treatment Capacity Reservation Fee owed for a preliminary plat and shall notify Bastrop of such application at the time that a Wastewater Treatment Capacity Reservation Fee is owed.

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

d. The District and Developer shall to continue making incremental reservation fee payments until the District is built out, in incremental payments for capacity of no Wastewater Treatment Capacity Reservation Fee fewer than 100 Wastewater SUEs of capacity per increment, unless otherwise agreed by City, the District, and the Developer.

e. Upon the Effective Date of this Agreement, an initial Wastewater Treatment Capacity Reservation Fee of $_____ is owed from District to Bastrop for the reservation of Phase I SUEs of the Wholesale Wastewater Service Commitment (the "Initial Wastewater Treatment Capacity Reservation Fee "). The Initial Wastewater Treatment Capacity Reservation Fee shall be a payment in the amount of $_____, which District shall pay to Bastrop on or before the ninetieth (90th) day from the Effective Date. District may require Developer to pay for or to reimburse District for the Initial Wastewater Treatment Capacity Reservation Fee and the Wastewater Treatment Capacity Reservation Fee.

f. If a preliminary plat is amended to reduce the number of SUE's, or if a final plat is approved that contains fewer SUE's than shown in a preliminary plan or a phase thereof, Bastrop shall refund to District the Excess Wastewater Treatment Capacity Reservation Fees within thirty (30) days of request by District, unless District requests in writing that Bastrop apply the Excess Wastewater Treatment Capacity Reservation Fee to another preliminary plat, another phase of the preliminary plat, or another property. Such request shall identify the preliminary plat, preliminary plat phase, or property to which the Excess Wastewater Treatment Capacity Reservation Fees will be applied. A refund for an Excess Wastewater Treatment Capacity Reservation Fee is not applicable for the payment of the Initial Wastewater Treatment Capacity Reservation Fee as required in Section 5.07(a).

g. In the event that a preliminary plat expires, District may apply the Wastewater Treatment Capacity Reservation Fees paid in related to said preliminary plat to another preliminary plat or property. District shall notify Bastrop in writing if a preliminary plat has expired and the preliminary plat, preliminary plat phase, or property to which the Wastewater Treatment Capacity Reservation Fees will be applied.

h. In the event that a building permit is not issued or an application for connection to District's System is not approved within three (3) years of payment of a Wastewater Treatment Capacity Reservation Fee for an SUE, District shall pay, or cause to be paid, an additional $ _____ for said SUE. The additional payment shall be credited against the Impact Fee for said SUE.

i. Bastrop and District shall each keep accurate records of the Wastewater Treatment Capacity Reservation Fees paid. For each payment of Wastewater Treatment Capacity Reservation Fees made by District, Bastrop shall give District a certificate stating the total Wastewater Treatment Capacity Reservation Fees paid and the number of SUE's guaranteed by such payment. The parties may inspect each other's' records during normal business hours.

Formatted: Highlight

Section 5.08 Reasonableness of Rates and Right of Appeal.

District agrees that the Rates initially charged by City and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by City are subject to modification as provided herein. District agrees that it is reasonable for City to adjust the Rates periodically as provided herein and understands that any adjustments made in accordance with this Agreement are part of the consideration for this Agreement. Notwithstanding any provision to the contrary, District does not waive the right to file and pursue an appeal of any increase in Rates proposed or adopted by City that is not in conformance with the terms of this Agreement.

Section 5.09 Other Service Fees.

District acknowledges and agrees that Bastrop, through its City Council, may adopt charges and fees for Wholesale Wastewater Service in addition to the ~~Impact Fees,~~ Monthly Minimum Charge, and Volume Charge. These additional charges and fees are limited to review fees and inspection fees related to review and inspection of plans for the Connecting Facilities, and these charges or fees shall be just and reasonable, and nondiscriminatory and are not to exceed the lower of the actual costs of review and inspection fees or $_____ per Connecting Facility. Plan review, inspection, and similar fees or charges relating to the design and/or construction of the Connecting Facilities shall be charged to and paid by the constructing party.

Formatted: Strikethrough

Section 5.10 District Wastewater Rates and Charges.

District will determine and charge its retail Wastewater customers such rates as are determined by its governing body. During the term of this Agreement, District will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to District, to produce the amount necessary to operate, repair, and maintain the District System, and to pay the cost of Wholesale Wastewater Service from Bastrop. District will establish retail rates consistent with industry standards. District will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable Jaw.

Section 5.11 District Wastewater Fees.

The Parties acknowledge that District has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, truces, or other charges as its governing body will deem appropriate ~~in excess of the Bastrop Impact Fee~~. This Agreement will not be construed to require, limit, or restrict the governmental power of District to implement the same. District will be solely responsible for the proper exercise of its

governmental power to assess and collect such fees and charges and for ensuring that all fees, rates, and charges District elects to charge are in compliance with applicable law.

Section 5.12 Verification of District Wastewater Connections.

For verification of the Wholesale Wastewater Rate and ~~Impact~~ Fees paid to Bastrop and for any other purpose, District will make available for inspection and copying during regular business hours, all records for retail connections to the District System. In addition, Bastrop will have the right to inspect the District System at any reasonable time, at Bastrop's sole expense, after giving District written notice of its intention to inspect and allowing the opportunity for District to be present, to verify the type and amount of retail connections made or the condition of the District System (related to contractual compliance issues) and District will provide lawful access to Bastrop for this purpose.

ARTICLE VI. WASTEWATER WHOLESALE BILLING METHODOLOGY

Section 6.01 Monthly Statement.

a. For each monthly billing period, Bastrop will forward to District a bill providing a statement of the total Wholesale Wastewater Rate owed by District for Wholesale Wastewater Service provided to District during the previous monthly billing period. The invoice shall contain sufficient detail to allow District to verify the charges. District shall not be charged for Wholesale Wastewater Services until such services commence. District will pay Bastrop for each bill submitted by Bastrop to District by check or bank-wire on or before thirty (30) days from the date of the invoice.

b. Payments by District shall be mailed to the address indicated on the invoice or can be hand-delivered to Bastrop's City Hall in Bastrop, Bastrop County, Texas, upon prior arrangement. If payments will be made by bank-wire, District shall verify wiring instructions with Bastrop's Finance Department. Payment must be received at Bastrop's bank by the due date in order not to be considered past due or late, unless District timely contests a bill, or a portion thereof, in accordance with Section 6.05. In the event District fails to make payment of an uncontested bill within said thirty (30) day period, District shall pay a one-time late payment charge of five percent (5%) of the unpaid balance of the invoice. In addition, District shall pay interest on the unpaid uncontested balance at a rate equal to one and one-half percent (l.5%) per month.

Section 6.02 Monthly Billing Calculations.

a. This subsection 6.02(a) shall govern and be in effect in the event that Bastrop establishes a Wholesale Wastewater Rate based on volume charges. Bastrop will compute the Volume Charge included in the monthly billing for Wholesale Wastewater Service on the basis of monthly readings of metered Wastewater flows of the Metering Facilities. The total of these amounts multiplied by the Wholesale Wastewater rate, set from time to time by the Bastrop City Council, will be used to compute the monthly bill for the Volume Charge.

b. This subsection 6.02(b) shall govern and be in effect when the Wholesale Wastewater Rate is a Flat Rate. Bastrop will calculate the Wholesale Wastewater Rate by multiplying the Flat Rate set forth in this Agreement, as amended by the Bastrop City Council, by the number of SUEs per Active Connection set forth in the monthly report provided by District under Section 6.02(c).

c. Each calendar month, District shall deliver to Bastrop the number of Active Connections within the Wholesale Wastewater Service Area, and the number of SUEs associated with each Active Connection. Bastrop shall use the number of Active Connections and the associated SUEs stated in the report to calculate the Wholesale Wastewater Rate for the billing period in which the report was filed.

Section 6.03 Infiltration and Inflow.

District acknowledges that water entering the Bastrop System from the District System emanating from any source whatsoever must be given treatment and handling whether or not its source is revenue producing for District. Therefore, District agrees to pay, as part of the Volume Charge, if the Wastewater Rate includes a Volume Charge, for infiltration and inflow originating within the District system without abatement in the same manner and cost as other Wastewater entering Bastrop's System from the District System.

Section 6.04 Effect of Nonpayment.

With respect to monthly billings, including billings for the Wholesale Wastewater Rate and any other fees or charges applicable under this Agreement, if Bastrop has not received payment from District by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, Bastrop will notify District in accordance with this Agreement, of such delinquency in writing. If District fails to make payment of the delinquent billing within thirty (30) calendar days from the date of transmittal of such written notice of delinquency from Bastrop, then Bastrop may, at its discretion, suspend or reduce the level of Wastewater service to District until payment is made. District may exercise its right to dispute its obligation to pay all or a portion of a bill during the cure period following the procedure set forth in Section 6.05.

Section 6.05 Billing Disputes.

Should District dispute its obligation to pay all or any part of the amount stated in any statement or notice, District may pay such amount along with a written notice of protest, in which event such amount shall be deposited by Bastrop in a separate interest-bearing account mutually acceptable to both Bastrop and District pending final resolution of such dispute in accordance with this Agreement. Bastrop may not terminate this contract or deny Wastewater service that is otherwise in accordance with this Agreement for failure to pay the amount stated in any statement or notice if District pays such amount under protest.

ARTICLE VII. WASTEWATER QUALITY

Section 7.01 Condition of Wastewater Delivered.

a. District shall have the right to discharge Wastewater into the Bastrop System meeting the requirements of quality as set forth in this Section and not containing wastes identified in Bastrop's Code of Ordinances.

b. Discharges into the Bastrop System shall consist only of domestic Wastewater and Wastewater that the Bastrop System is capable of handling:

(1) So that the effluent and sludge from the Bastrop System meets the current legal standards of the EPA, the TCEQ, or any governmental body having legal authority to set standards for such effluent;

(2) Without causing damage or corrosion to the Bastrop System that would result in increased maintenance costs;

(3) Without causing excessive treatment costs; and

(4) That meets any applicable requirements of the EPA Pretreatment Regulations, 40 CFR Part 403.

c. EPA and TCEQ periodically modify standards on prohibited discharges. It is the intention of the Parties, therefore, that the Prohibited Wastes be reviewed periodically by Bastrop and that they revised by Bastrop in accordance with the latest standards of EPA, TCEQ or any federal or state agency having regulatory authority over discharges made to the Bastrop System. Any required revisions shall be made by Bastrop and upon the effective date, District shall be responsible for integrating such changes into its regulations and notifying all affected users of the change.

Section 7.02 Remedies for Delivery of Prohibited Wastes.

a. In the event Wastewater delivered from the District System to the Bastrop System fails to meet the standards specified in this Agreement, and Bastrop reasonably determines that the addition of oxidizing chemicals or another acceptable method of pretreatment of Wastewater or operation of the District System is necessary in order for Wastewater delivered to the Bastrop System to be non-corrosive and non-injurious to the Bastrop System, District agrees to install such facilities within twenty-four (24) hours of receiving notice from Bastrop or immediately implement such methods of operation and maintenance, at its sole expense, as are reasonably deemed by Bastrop to be necessary for the Wastewater delivered by District to meet the requirements of this Article .

b. In the event Wastewater delivered from the District System to the Bastrop System fails to meet the standards specified in this Agreement, District shall pay to Bastrop, in the same manner provided in this Agreement for the payment of the Volume Charges, a surcharge calculated in accordance with and subject to the requirements of this section (the "Treatment Surcharge").

(1) The Treatment Surcharge shall be based on the following formula:
S = V x 8.34 (A [BOD -200] + B [TSS -200]), where

A. "S" means the surcharge that will appear on District's monthly bill;

B. "V" means Wastewater actually billed in millions of gallons during the billing period; "8.34" means pounds per gallon of water;

C. "A" means the unit charge in dollars per pound of BOD which unit charge shall be based on the unit charge adopted by the Bastrop City Council for wastewater service from the Bastrop System. as amended from time to time, which unit charge is $0.49 per pound as of the Effective Date; provided that increases in such charge shall not be effective as to District until notice of the increase has been given to Leander;

D. "BOD" means biological oxygen demand measured in milligrams per liter by weight; "200" means 200 mg/l;

E. "B" means the unit charge in dollars per pound of total suspended solids. which unit charge shall be based on the unit charge adopted by the Bastrop City Council for wastewater service from the District System, as amended from time to time, which unit charge is $0.____per pound as of the Effective Date; provided that increases in such charge shall not be effective as to District until notice of the increase has been given to District; and,

F. "TSS" means total suspended solids measured in milligrams per liter by weight.

(2) The Treatment Surcharge shall be charged for each month following sampling completed in accordance with this Agreement that measures BOD in excess of 200 mg/I or TSS in excess of 200 mg/I until subsequent sampling measures both BOD and TSS below those levels. In the event any Treatment Surcharge is based on sampling performed by Bastrop, Bastrop will provide written notice of the sampling results prior to charging the Treatment Surcharge to District and shall give District an opportunity to be present during the testing.

c. In the event District delivers to Bastrop Wastewater that fails to meet the standards specified in this Agreement, District agrees to pay Bastrop for all damages and costs of repair to the Bastrop System and/or regulatory fines reasonably incurred by Bastrop that were caused by District's delivery of Wastewater that fails to meet the standards specified in this Agreement. Bastrop may require payment of the cost of repair of damaged facilities and/or regulatory fines as a condition to the further provision of Wholesale Wastewater Service, restrict District's flows to the extent necessary to protect Bastrop's System, file suit to recover for any and all damages to the Bastrop System caused by such failure on the part of District, or seek such other and further relief, at law or in equity, as Bastrop will deem advisable.

Section 7.03 Sampling and Testing.

a. District will perform sampling of Wastewater at the Point(s) of Entry and provide an analysis to Bastrop due every _____ 1, (year) and _____ 1, (year) after the Connecting Facilities are completed.

(1) AU samples will be Composite Samples, that is, a series of at least twelve (12) samples taken from a waste stream without regard to the flow in the waste stream and over a period of time not Jess than twenty- four (24) hours at intervals of not less than one (1) hour, which samples shall be averaged in accordance with standard industry practice.

(2) The analysis of the sample shall be performed by a National Environmental Laboratory Accreditation Conference (NELAC) approved laboratory. District will require a copy of the report to include at a minimum, levels of pH, BOD-5, COD TSS and oil and grease. The report also must contain the chain of custody for the sample and the Quality Assurance/Quality Control (QA-QC) report.

(3) District will be responsible for the cost of sampling and analysis.

(4) District will provide written notice to Bastrop or Bastrop's current plant operator at least five (5) business days prior to conducting Wastewater sampling and shall allow Bastrop or Bastrop's current plant operator representatives to observe the sampling.

(5) In the event District fails to perform sampling by the deadlines provided in this section, after notice and an opportunity to cure within thirty (30) days, District shall pay to Bastrop a sampling surcharge in the amount of _____ ($_____) per event. In addition, District will pay Bastrop for Bastrop's actual costs to perform the sampling if Bastrop does so during the next thirty (30) days after the expiration of the cure period if District does not perform the sampling within the cure period.

b. District agrees that Bastrop or Bastrop's current operator will have the right, at its option and expense, to sample Wastewater discharges within the District System at:

(1) the site of discharge;

(2) Points of Entry to the Bastrop System; and

(3) other locations as required for the purpose of determining the source, type, and strength of discharge.

c. District will use reasonable efforts to make necessary arrangements for and provide assistance to Bastrop in obtaining lawful access to sampling points within areas served by District. Bastrop will provide written notice to District at least five (5) business days prior to conducting Wastewater sampling and shall allow one or more District representatives to observe the sampling.

d. District agrees that to the extent authorized by applicable laws, any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling may be disconnected from District and Bastrop's Wastewater System in accordance with applicable regulations of District or Bastrop and federal law.

e. Notwithstanding any other provision in this Agreement to the contrary, the Parties agree as follows:

(1) no Party shall be obligated to perform any sampling of Wastewater except at Points of Entry constructed with sampling ports; and

(2) all future sampling ports at Points of Entry shall be identified on plans and specifications for Connecting Facilities to be approved by Bastrop.

ARTICLE VIII. STANDARDS FOR WASTEWATER CONNECTIONS TO DISTRICT SYSTEM

Section 8.01 District Prevention of Infiltration and Inflow.

It will be District's responsibility to undertake such measures as are reasonably necessary or prudent to minimize infiltration and inflow to District's System. District will prohibit the discharge of drainage water and storm water run-off into the District System.

Section 8.02 Construction and Testing Criteria for District Sewer Connections.

a. All tests required by the design criteria and specifications of the State of Texas for connections to the District System within the Wholesale Wastewater Area will be at District's or its customer's expense.

b. District agrees that the physical connection of each service line to the local Wastewater facility within the Wholesale Wastewater Area will be the responsibility of District and will not be left to the discretion of the plumber or contractor unless said plumber or contractor is under the direct supervision of or whose work is inspected by District's authorized representative.

c. Connections made to the District System after the date of execution of this Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas. District will inspect all connections to its System in accordance with its own rules and regulations in order to insure compliance with it.

d. A failure on the part of District to provide and enforce such regulations governing connections to the District System will, at the option of Bastrop after: (i) notice to District in writing of the specific violation, and (ii) failure within thirty (30) days to correct said violation or, if the violation is of a nature that it cannot be corrected within thirty (30) days, to begin to correct such violation and to diligently pursue such curative action, constitutes sufficient grounds for Bastrop to restrict or limit Wastewater flows, or immediately terminate this Agreement, to such extent Bastrop deems reasonably necessary in order to protect the Bastrop System from damage or excessive flows.

ARTICLE IX. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER

Section 9.01 Liability of District.

As between the Parties and except as otherwise provided herein, District shall bear responsibility for damages, if any, claimed by third persons arising from the reception, transportation, delivery, and disposal of all Wastewater discharged while it remains within the District System, and District, to the extent authorized by law, holds Bastrop harmless therefrom. Notwithstanding the foregoing, Bastrop shall bear responsibility for damages, if any, claimed by third persons because Bastrop does not accept Wastewater at a Point of Entry in a quantity that it is contractually obligated to accept under this Agreement, and Bastrop, to the extent authorized by law, agrees to hold District harmless therefrom.

Section 9.02 Liability of Bastrop.

Bastrop will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of Wastewater received by it at Points of Entry in accordance with the Agreement. However, the Parties agree that they will not construe this Agreement to cause Bastrop to bear responsibility for damages to the Bastrop System or to third persons arising from: i) the delivery by District of Prohibited Wastes or Wastewater that is in violation of this Agreement and corrosive or otherwise damaging to the Bastrop System or to persons or property; or, ii) the delivery of Wastewater at a Point of Entry in excess of the Peak Hour Flow Rate.

ARTICLE X. REGULATORY COMPLIANCE

Section 10.01 Agreement Subject to Applicable Law.

The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 10.02 Cooperation to Assure Regulatory Compliance.

Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each Party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE XI. TERM, TERMINATION, DEFAULT, REMEDIES

Section 11.01 Term and Termination.

a. This Agreement shall become effective upon the Effective Date and shall extend until _____, 20___ unless terminated earlier as provided herein.

b. District may terminate this Agreement by providing not less than sixty (60) days written notice of termination to Bastrop.

c. In the event that any agreement provided for in the definition of Bastrop System Agreements are terminated or expires, this Agreement shall be terminated and be of no further force or effect. Either party shall give thirty (30) days prior written notice of an anticipated termination or expiration of any agreement provided for in the definition of Bastrop System Agreements.

Section 11.02 Default.

a. In the event District shall default in the payment of any amounts due to Bastrop under this Agreement, or in the performance of any material obligation to be performed by District under this Agreement, then Bastrop shall give District at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, Bastrop shall have the right to pursue any remedy available at law or in equity, pending cure of such default by District.

b. In the event Bastrop shall default in the performance of any material obligation to be performed by Bastrop under this Agreement, then District shall give Bastrop at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the District shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Bastrop.

Section 11.03 Additional Remedies upon Default.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that Bastrop's undertaking to provide Wholesale Wastewater Service to the District System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, Bastrop agrees, in the event of any default on its part, that District shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of District's obligations could not be adequately compensated in money damages alone, District agrees in the event of any default on its part that Bastrop shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies that may also be available to Bastrop including the right to obtain a writ of mandamus or an injunction against District requiring the District to collect rates and

charges sufficient to pay the amounts owed to Bastrop by District under this Agreement. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

ARTICLE XII. GENERAL PROVISIONS

Section 12.01 Assignability.

Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 12.02 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of District and Bastrop and executed by duly authorized representatives of each.

Section 12.03 Necessary Documents and Actions.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 12.04 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Service by Bastrop to District for the District Service Area.

Section 12.05 Applicable Law.

This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 12.06 Venue.

All obligations of the Parties created in the Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 12.07 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 12.08 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

Section 12.09 Notices.

Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other party shown below:

DISTRICT:

Attn:

DEVELOPER:

Attn:

CITY OF BASTROP: City of Bastrop
113 E. 8th Street
Bastrop, Texas 78626
Attn: City Manager

WITH REQUIRED COPY TO: Alan Bojorquez
Bojorquez Law Firm, PC
12325 Hymeadow Drive, Suite 2-100
Austin, Texas 78750

Notices shall be deemed received on the date of hand delivery or within three (3) days of deposit in first-class mail.

Section 12.10 Consents and Approvals.

Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 12.11 Severability.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 12.12 Records.

Bastrop and District each agree to preserve, for a period of at least two (2) years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. Bastrop and District shall each, respectively, have the right during reasonable business hours to inspect such records to

the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 12.13 State Approval; Compliance with TCEQ Rules.

Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ applicable to public drinking water systems which receive water through a sole-source water supply contract, including the requirements of 30 Texas Administrative Code, Section 290.45(f). The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

Section 12.14 Force Majeure.

If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 12.15 Good Faith.

Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 12.16 Authority of Parties Executing Agreement, Validity.

By their execution, each of the individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the capacity shown on this document. Each of the Parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 12.17 Exhibits.

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

Exhibit A: Metes and Bounds Description of the Land
Exhibit B: Bastrop TPDES Permit No. WQ001107600
Exhibit C: Map Showing Locations of Lift Stations and Force Main
Exhibit D: Map Showing Locations of Wastewater Delivery Points, WWTP#3
Exhibit E: Infrastructure and Capacity ~~Bastrop Impact Fee Calculation Sheet~~Contract

Section 12.18 Effective Date.

This Agreement will be effective from and after the last date of due execution by all Parties.

(Reminder of page left blank intentionally)

CITY OF BASTROP, TEXAS

By: _____

Name: Lynda Humble

Title: City Manager

Date: _____

ATTEST: _____
City Secretary

_____ ***DISTRICT***

By: _____

Name: _____

Title: _____

Date: _____

Attest:

_____

STATE OF TEXAS §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me the ____ day of _____, 20___, by _____, _____City of Bastrop, Texas, on behalf of City.

_____

Notary Public Signature

_____ ***DEVELOPER***

A Texas _____

By:

A _____ company, _____

By: _____

Title:

Date: _____

STATE OF _____ §

§

COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, _____ of _____, a Texas _____company, _____ of _____., a Texas _____, on behalf of said _____ as _____ of the _____.

_____

Notary Public, State of _____

Exhibit "A"

Metes and Bounds Description of the Land

Exhibit "B"

Bastrop TPDES Permit No. WQ001107600

Exhibit "C"

Map Showing Locations of Lift Stations and Force Main

Exhibit "D"

Map Showing Locations of Wastewater Delivery Points, WWTP#3

Exhibit "E"

Bastrop Impact Fee Calculation Sheet

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12D

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-10 of the City Council of the City of Bastrop, Texas, enacting Chapter 1, Article 1.20, Sections 1.02.001 through 1.20.120 of the Bastrop Code of Ordinances; establishing construction and development standards and procedures for assertion, establishment, determination, and recognition of potential grandfathered development status or vested rights claims; and providing for the following: findings of fact; enactment; repealer; severeability; effective date; codification; proper notice & hearing; popular name; purpose; and scope; and move to include on the April 23, 2019 consent agenda for second reading.

STAFF REPRESENTATIVE:
Alan Bojorquez, City Attorney

BACKGROUND/ HISTORY:
Generally, the right to develop property is subject to intervening regulations or regulatory changes. The Texas Legislature altered this general rule through the adoption of Chapter 245 of Texas Local Government Code, which requires that each permit in a series of permits required for a development project be subject only to the regulations in effect at the time of the application for the project's first permit, and not any intervening regulations.

The question of whether a project should receive "grandfathered status" under Chapter 245 of the Texas Local Government Code—that is, whether a project should be exempt from current regulations—is not a straightforward one. It requires information about and research on the project itself and the regulations the developer seeks to be exempt from. The city does not currently have written processes or standards in place to make these determinations. Without written processes or standards, staff must make these determinations on a case-by-case basis.

POLICY EXPLANATION:
The City Council seeks to promote orderly, safe, and reasonable development of land within its city limits and extraterritorial jurisdiction ("ETJ"). This ordinance provides a process and criteria for the City of Bastrop to determine if a project falls within the protection of Chapter 245 of the Texas Local Government Code; that is, to determine if a project should be exempt from current regulations. This ordinance, which incorporates case law on Chapter 245, creates a procedure and standards for complying with state law while protecting the public safety and welfare of the citizens of Bastrop.

Enactment of this ordinance is discretionary. State law does not require that such an ordinance be approved. However, over the last 20 years it has become increasingly common for dynamic municipalities to enact these types of ordinances.

Staff anticipates that the regulatory changes currently being contemplated by the city council (as part of of the *Building Bastrop* endeavor and ongoign efforts to address drainage and stormwater concerns) will increase the instances of property owners asserting rights under Chapter 245 and seeking grandfathered status.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the first reading of Ordinance No. 2019-10 of the City Council of the City of Bastrop, Texas, enacting Chapter 1, Article 1.20, Sections 1.02.001 through 1.20.120 of the Bastrop Code of Ordinances; establishing construction and development standards and procedures for assertion, establishment, determination, and recognition of potential grandfathered development status or vested rights claims; and providing for the following: findings of fact; enactment; repealer; severeability; effective date; codification; proper notice & hearing; popular name; purpose; and scope; and move to include on the April 23, 2019 consent agenda for second reading.

ATTACHMENTS:
- Ordinance
- PowerPoint



ORDINANCE No. 2019-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ENACTING CHAPTER 1, ARTICLE 1.20, SECTIONS 1.02.001 THROUGH 1.20.120 OF THE BASTROP CODE OF ORDINANCES; ESTABLISHING CONSTRUCTION AND DEVELOPMENT STANDARDS AND PROCEDURES FOR ASSERTION, ESTABLISHMENT, DETERMINATION, AND RECOGNITION OF POTENTIAL GRANDFATHERED DEVELOPMENT STATUS OR VESTED RIGHTS CLAIMS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; CODIFICATION; PROPER NOTICE & HEARING; POPULAR NAME; PURPOSE; AND SCOPE.

WHEREAS, the City Council of the City of Bastrop ("City Council") seeks to promote orderly, safe and reasonable development of land within the City Limits and Extraterritorial Jurisdiction ("ETJ"); and

WHEREAS, the City Council supports the rights of private property owners and advocates clarity, predictability, and efficiency in the City's regulatory program; and

WHEREAS, generally, the right to develop property is subject to intervening regulations or regulatory changes; and

WHEREAS, the Texas Legislature altered this general rule, through adoption of Chapter 245, Texas Local Government Code ("LGC 245" or "Chapter 245"), by requiring that each permit in a series of permits required for a development project be subject only to the regulations in effect at the time of the application for the project's first permit, and not any intervening regulations; and

WHEREAS, the City Council strives to reduce instances of regulatory ambiguity, and to provide applicants with an increased level of certainty and predictability as to which rules will govern different phases of development projects; and

WHEREAS, with certain exceptions, the owners and developers of projects who have diligently pursued completion of the same should not be subjected to new regulations that substantively and substantially alter how the project can be built; and

WHEREAS, the City Council finds that dormant, outdated, and stagnant projects pose a substantial harm to comprehensive planning and responsible drainage management as well as to traffic safety and human health; and

WHEREAS, the City Council favors the development of construction projects in

accordance with current regulations that are based on modern standards and state-of-the-art technology; and

WHEREAS, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

WHEREAS, the determination of whether a particular project has changed so as to lose the protections granted by LGC 245 is a question that must be resolved with the City, which is the regulatory agency and property owner for purposes of LGC 245; and

WHEREAS, through LGC 245, the Texas Legislature limited the scope of rules that may be made applicable to certain construction and development projects; and

WHEREAS, the City Council intends the provisions of this Ordinance to supplement and implement LGC 245 and provide guidelines for the application and interpretation of LGC 245; and

WHEREAS, pursuant to Texas Local Government Code Chapter 51, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapter 211, the City Council has the authority to establish procedures for enforcing its zoning regulations and boundaries; and

WHEREAS, pursuant to Texas Local Government Code Chapter 212, the City Council has the authority to establish rules governing plats and subdivisions of land; and

WHEREAS, pursuant to Texas Local Government Code Chapter 214, the City Council has the general authority to establish rules governing the construction of housing and other structures; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Bastrop, a home-rule municipality, to adopt an ordinance establishing a framework within which property owners and the City can determine what projects have obtained Grandfathered Development Status under certain regulations.

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. ENACTMENT: Chapter 1, Section 1.20 of the City of Bastrop Code of Ordinances is hereby established so to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

SECTION 3. REPEALER: All 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. 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 be effective immediately upon passage and publication as provided for by law.

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 23rd day of April 2019.

READ & APPROVED on the *Second Reading* on the ____ day of _____ 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Attachment "A"

City of Bastrop

CODE OF ORDINANCES

CHAPTER 1: GENERAL PROVISONS

ARTICLE 1.20: UNIFORMITY OF REQUIREMENTS

ENACTMENT PROVISIONS

1.20.001 Popular Name:
This section shall be commonly cited as the "Grandfathered Development Status Ordinance."

1.20.002 Introduction:
Texas Local Government Code Chapter 245 ("LGC 245"), provides an opportunity for landowners or developers to lock-in certain government regulations that apply to a particular development by filing a specific permit application.

1.20.003 Purpose:
This section provides standards and procedures for municipal determination of the alleged Grandfathered Development Status of development Projects. Specifically, this section is enacted to:

a. provide increased certainty and predictability in the City's regulatory process; and

b. guarantee that all Grandfathered Development Status determinations are made by the City only after the City is in receipt of all information necessary to make such a determination; and

c. provide a method of administrative review of Grandfathered Development Status Project decisions in accordance with LGC 245 and other applicable vesting laws; and

d. ensure that the City recognizes, respects, and protects all Grandfathered Development Status Projects created by LGC 245.

1.20.004 Scope:

a. This section applies to the City Limits and the Extraterritorial Jurisdiction ("ETJ").

b. This section shall only govern applications and permits covered by LGC 245.

c. This section shall not apply to permits or regulations listed as exemptions in LGC 245.004, as may be amended.

d. This section shall only govern situations involving a land use or development Project for which the owner or builder requests City approval(s), yet seeks to avoid the application of current municipal regulations by asserting Grandfathered Development Status, as provided by LGC 245.

e. This section shall not create any property rights in any application, Project, property, or person. This section shall not enlarge or expand any property right granted by LGC 245.

1.20.005 Policy:

There shall be a bias in the City of Bastrop against dormant or new land development Projects being constructed pursuant to outdated regulations previously repealed by the City Council. It is the preferred policy of the City of Bastrop that all land development Projects for which municipal permits and approvals are needed, be constructed in accordance with current municipal regulations. Limited exceptions to this general rule shall only be allowed when mandated by state law, as procedurally implemented through this section.

1.20.006 Presumption:

It is the policy of the City of Bastrop that construction, development, and/or land use permit applications filed with the City are presumed to be governed by then-current regulations. Exceptions are to be recognized as required by state law in a manner provided herein.

1.20.007 Definitions General:

Words and phrases used in this section shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the

present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

1.20.008 Definitions Specific:

Applicant: A person or entity who submits to the City an application for an approval required by the City. The term shall be restricted to include only the property owner(s), or a duly authorized agent of the property owner(s), as demonstrated in writing to the City.

Application for a Permit: The term as referenced in Texas Local Government Code Chapter 245, as may be amended. The term does not include an application to rezone property.

Board of Adjustment or Zoning Board of Adjustment ("ZBA"): The citizen board appointed by the city council pursuant to Exhibit A, Section 9, of Chapter 14 of the Bastrop Code of Ordinances, as provided by Texas Local Government Code Chapter 211.

City: The City of Bastrop, an incorporated municipality located in Bastrop County, Texas.

City Manager: The City's chief administrative officer, as appointed by the City Council. The term also includes the City Manager's designee.

City Engineer: The individual or entity employed by the City to render engineering services to the City.

City Limits: The incorporated municipal boundaries of the City of Bastrop.

Complete Application: An Application for a Permit that contains all necessary documents and any additional information necessary to comply with the City's Code of Ordinances, either at the time of submittal or within 45 days of the time of submittal.

Grandfathering Review Committee: A group consisting of the Director of Planning and Development, the City Engineer, and the Public Works Director.

Director of Planning and Development: The individual employed by the City Manager to administer land development ordinances and advise the City in relation to the administration, interpretation, and enforcement of the City's Development Code.

ETJ: The extraterritorial jurisdiction of the City of Bastrop.

Grandfathered Development Status: A recognition by the City of an applicant's ability to process a Permit application under pre-existing regulations in accordance with LGC 245.

LGC: The Texas Local Government Code.

LGC 245: Texas Local Government Code Chapter 245.

New Project: A land development endeavor over which the City's municipal regulatory jurisdiction exists that has not previously been formally considered or approved by the City, and for which one or more Permits are required to initiate, continue, or complete the endeavor.

Permit: The term as defined by Texas Local Government Code Chapter 245, as may be amended.

Project: The term as defined by Texas Local Government Code Chapter 245, as may be amended. The term refers to a specific property use and/or improvement undertaken on a particular tract of land as documented in a manner that provides the City with fair notice.

P&Z: The Planning and Zoning Commission of the City.

Public Works Director: The individual appointed by the City Manager to administer the installation and operation of city infrastructure.

1.20.009 Applicable Regulations:

a. The City shall consider the approval, disapproval, or conditional approval of an application for a Permit covered by LGC 245 solely on the basis of any municipal regulations in effect at the time the Complete Application for the Permit is filed, with the exception of those exemptions listed in LGC 245, as may be amended, and in accordance with the procedures established by this Ordinance.

b. The extent and scope of what constitutes a Project for purposes of this section and LGC 245 shall be determined by the City based upon the

information provided by the Applicant and those documents filed among the City's records.

c. The City shall not bestow any form of Grandfathered Development Status on a hypothetical undertaking that is not expressly illustrated or demonstrated to the City at the time of submission of a Complete Application.

d. Endeavors not submitted for consideration by the Applicant to the City when a prior Permit application for a Project was filed with the City shall be considered New Projects subject to the current regulations. The burden rests on the Applicant to establish that the Project for which approval is sought is the same Project to which Grandfathered Development Status allegedly attached.

1.20.010 Submission:

a. An Applicant seeking Grandfathered Development Status with the City in accordance with LGC 245 shall submit to the Planning Department a letter explaining the factual and legal bases upon which the Applicant relies.

b. The Planning Department shall prescribe a form application. Applications may be sought prior to or concurrent with the permitting process.

c. Such written submission shall include the following:

1. The name, mailing address, phone number, email address, and fax number of the Applicant;

2. The name, mailing address, phone number, email address, and fax number of the property owner, if different than the Applicant;

3. Identification of the property for which the Applicant claims Grandfathered Development Status, including a clear legal description of the exact boundaries of the property encompassed by the Project;

4. Identification of the "Project," as that term is defined in LGC § 245.001(3), as may be amended;

5. Narrative description of the development/construction Project or proposed land use for which a Permit is being sought;

6. Layout of the site, including locations of buildings, streets, utilities, fences, drives, sidewalks, drainage facilities, and any other permanent or temporary structures which may be present at the time

of application;

7. Identification of the original application for the first Permit in the series of Permits required for the Project, as described in LGC § 245.001(1) and § 245.002(a) and (b), as may be amended;
8. The date that the first Permit in the series of Permits required for the Project was filed with the City;
9. A chronology of the history of the Project, with special emphasis on facts establishing that the Project was in progress on or commenced after September 1, 1997, as required by LGC § 245.003, as may be amended;
10. Identification of each City regulation in effect at the time the original application for the Permit was filed that applies to the Project and that the Applicant contends:
    A. is grandfathered; and
    B. controls the approval, disapproval, or conditional approval of an application for a Permit, pursuant to LGC § 245.002(a) and (b), as may be amended;
11. Identification of each current City regulation for which the applicant seeks an exemption due to the grandfathered development status provided the property owner by LGC 245 or other applicable vesting laws;
12. Explanation of the applicability of any approval expirations and related requests for extension of approvals;
13. Photographs, drawings, maps, and previous approvals that would assist the Grandfathering Review Committee in making its determination regarding the application;
14. A certified land survey of topography showing existing drainage patterns and structures; and
15. Any other information or supportive materials deemed necessary and requested in writing by the Director of Planning and Development.

d. Notwithstanding the above, an Applicant may subsequently seek Grandfathered Development Status for other regulations once an initial determination has been made by the City.

e. If an Applicant contends that certain City regulations do not apply to the Project, the Applicant is expected to identify, with particularity, all

requirements that the Applicant contends do not apply to the current application. Global references to a particular ordinance, or set of criteria, may be deemed insufficient and the City may consider the request for Grandfathered Development Status determination to be incomplete and, hence, not subject to a staff determination at that time.

f. The Applicant is responsible for demonstrating to the City that the Project for which approval is sought is the same Project for which Grandfathered Development Status attached, based on fair notice provided to the City.

g. An application for recognition of Grandfathered Development Status shall not be considered to have been filed with the City, for purposes of this section or LGC 245, until such time as the application is administratively complete. In order to be administratively complete, the application must:

   1. contain all materials required by this section;
   2. be presented within the time specified by this section; and
   3. be accompanied by a check payable to the City for the full amount of the application review fee established by the City Council, as codified in the City's Fee Schedule.

1.20.011 Determination:

a. The Director of Planning and Development shall promptly forward the Application for Grandfathered Development Status, along with any supporting information or documentation provided, to the Grandfathering Review Committee for review.

b. Within fifteen (15) business days after a complete Application for Determination of Grandfathered Development Status has been filed, the Grandfathering Review Committee shall issue a written administrative determination approving the application, disapproving the application, or requesting additional information from the Applicant.

c. If the application is approved, the determination shall identify the date that the application for the original Permit was filed, and, shall identify, with particularity, which claims for Grandfathered Development Status have been recognized and which claims have been rejected.

d. Prior to rendering a determination, the City or the Applicant may request a pre-determination conference to discuss the Applicant's claim and to ensure that the nature of the claim is fully and completely understood prior to a determination being rendered. The Director of Planning and

Development and/or the Grandfathering Review Committee shall participate in the conference.

e. If the Committee does not provide a written response to the Applicant within fifteen business (15) days after the application was filed, the application is automatically deemed to have been denied.

f. The Director of Planning and Development may extend the time period established by this section upon receipt of a written request from the Applicant.

g. If the Grandfathering Review Committee requests more information from the Applicant, the fifteen (15) day time period will be tolled until the Applicant provides the request information to the Committee.

h. The Director of Planning and Development is signatory and spokesperson for the Grandfathering Review Committee, for purposes of this section.

1.20.012 Standards:

In determining whether a Project is grandfathered, the City shall consider the following:

a. **Date of first application:** Which was the first Permit application, plan for development, or plat application that gave the City fair notice of the Project and of the nature of the Permit sought, and on what date was that document filed with the City?

b. **Fair Notice:** What was the nature and extent of proposed development shown on the Permit application, plan for development, or plat application identified in (a)?

c. **Consistency:** Is the current Project related to and consistent with the nature and extent of proposed development identified in (b)?

d. **Subsequent development:** What is the nature and extent of any development of the property, including any permitting or construction activity, that occurred after the date identified in (a)?

e. **Prior vested rights determinations:** Have there been any prior vested rights determinations made for development of the property, and what were those determinations?

f. **Regulations:** What are the effective dates of each of the regulations that the Applicant contends do not apply?

g. **Expiration of prior applications:** Have any prior approved applications for the property expired or been terminated in accordance with the law?

h. **Exemptions:** How do the exemptions in LGC 245.004, as may be amended, apply?

i. **Expiration of Project:** Has the Project expired in accordance with Section 1.20.019 of this ordinance or other applicable regulations?

j. **City Code:** Do any other factors established by the City Code apply?

k. **State Law:** Do any other factors established by LGC 245 or other state laws apply?

1.20.013 Reconsideration:

a. If any person believes that the Grandfathering Review Committee's determination under this section is in error, the person shall have the right to request reconsideration. To be actionable, a request for reconsideration by the Grandfathering Review Committee must:

1. be filed with the Director of Planning and Development in writing within fifteen (15) business days of the date of the Grandfathering Review Committee's previous determination or the date of automatic denial;

2. state the reasons why the previous determination should be reversed or modified;

3. present information that has not previously been presented for consideration by the Grandfathering Review Committee;

4. provide an explanation of the legal and factual grounds of the request; and

5. be accompanied by payment of the reconsideration fee established by the City Council, as codified in the City's Fee Schedule.

b. The Grandfathering Review Committee shall, within fifteen (15) business days of receipt of a Request for Reconsideration that conforms to this section, issue an administrative determination or a statement declining reconsideration. If the Grandfathering Review Committee fails to issue a written determination or statement declining reconsideration within fifteen (15) business days after an application has been received at City Hall, the request for reconsideration is deemed to have automatically been declined.

c. No person may appeal the Grandfathering Review Committee's determination under this section without first seeking reconsideration.

1.20.014 Appeal to City Manager:

The Grandfathering Review Committee's determination denying an application seeking recognition of Grandfathered Development Status shall automatically be submitted by the City to the City Manager for determination in writing within fifteen (15) business days of the date that the Grandfathering Review Committee declined to reconsider the application. If the City Manager fails to make a written determination within fifteen (15) business days after an appeal has been received, then the appeal is deemed to have automatically been denied.

1.02.015 Appeal to Board of Adjustment:

a. If any person believes that the City Manager's determination under this section is in error, the person shall have the right to appeal such determination to the City's Zoning Board of Adjustment ("ZBA"). To be actionable, an appeal must be filed with the ZBA in writing within fifteen (15) business days of the date of the City Manager's determination or the date of the City Manager's automatic denial. The written request for an appeal must include:

    1. a statement that the appellant sought an appeal from the City Manager, and that the appeal:

        A. was denied; or

        B. yielded an erroneous determination regarding the Project's eligibility for Grandfathered Development Status.

    2. a statement of the reasons why the determination should be reversed or modified;

    3. an explanation of the legal and factual grounds of the appeal; and

    4. payment of the appeal fee established by the City Council, as codified in the City's Fee Schedule.

b. The appellant may also request that the ZBA grant a variance from the regulations at issue under the same standards governing variances for other matters, as set forth in the city's code of ordinances, as amended.

c. The ZBA shall convene a meeting and act upon an appeal within thirty (30) days of receipt of a written appeal that conforms to this section. If the ZBA fails to make a written determination within thirty (30) days after an appeal has been received, then the appeal is deemed to have automatically been denied.

d. Notice and a public hearing shall be provided for as established in the code for zoning variance requests.

1.20.016 Extensions:

Any time period established under this section may be extended by the City Manager to a date certain, upon receipt of a written request from the Appellant.

1.20.017 Judicial Review:

Should the Appellant be dissatisfied with the actions of the ZBA, the Appellant may pursue all legal remedies to review the ZBA's decision as set forth in LGC Section 211.011.

1.20.018 Binding Nature:

a. The City's determinations under this Article, if not timely appealed, shall be immediately filed in the City's files related to the Project and the determination shall be considered binding upon the City, the Appellant, and the property owner (if not the Appellant) for the duration of the Project.

b. Notwithstanding the binding nature of a determination issued by the Grandfathering Review Committee or City Manager, and any ruling by the ZBA, the City and the property owner may, at any time, enter into a Development Agreement or negotiate the enactment of a Planned Development District that, to the extent authorized by law, modifies the determination and the applicable development regulations to be applied to the Project. The issue of which rules apply to a Permit application may be resolved by mutual agreement. The agreement may contain special terms and conditions, as deemed necessary to protect the public interest.

c. The City's recognition of Grandfathered Development Status does not prevent the City from requiring the submission of updated engineering reports, site plans, or drainage plans, as may be applicable under current regulations.

1.20.019 Expirations:

a. **Permits:** Permits issued by the City of Bastrop that are subject to LGC 245 but do not expressly contain an expiration date, shall expire by operation of law two (2) years after issuance. This subsection shall not apply to Permits pursuant to which progress has been made toward the completion of the Project, as determined by LGC 245.005(c), as may be amended.

b. **Projects:** Projects subject to LGC 245 shall expire by operation of law

five (5) years after an application was filed for the first Permit necessary for the Project. This subsection shall not apply to Permits for which progress has been made toward the completion of the Project, as determined by LGC 245.005(c), as may be amended.

c. **Incomplete Applications:** Applications shall expire by operation of law 45 days after the date the application is filed if the applicant fails to provide documents or other information necessary to comply with the Code of Ordinances, and if the City provided, not later than ten (10) business days after the date the application is filed, written notice to the applicant of its failure to provide such documents or information.

1.20.120 Transferability:

Grandfathered Development Status, as recognized by the City pursuant to this section, runs with the land. Thus, Grandfathered Development Status is transferable to subsequent owners and occupants.

Grandfathered Development Status



April __, 2019

Alan Bojorquez
City Attorney

Draft

BASTROPTX
Heart of the Lost Pines
Est. 1832

BOJORQUEZ LAW FIRM, PC
TexasMunicipalLawyers.com

State Law

- **Generally,** the right to develop property is subject to intervening regulations or regulatory changes.
- **Exception:** Texas Local Government Code Chapter 245 requires that a development ***Project*** be subject only to the regulations in effect at the time of the ***Application*** for the ***Project's*** first ***Permit***.

Current Practice

- Bastrop does not have written criteria or process in place for determining when a Project is “grandfathered” under Tex. Loc. Gov’t Code Ch. 245 (i.e., when old rules rather than current regulations).

- Grandfathering decisions are made on a case-by-case basis.

Essentials of this Ordinance

1. **Provides certainty and predictability** in the city's regulatory process;
2. **Creates a process** for property owners seeking Grandfathered Development Status (GDS);
3. **Requires relevant data** so that all GDS determinations are made by the city only after the city has received the information necessary to make such a determination;

Essentials of Ordinance *Cont'd*

4. **Provides a method** of administrative review of GDS project decisions in accordance with LGC 245 and other applicable vesting laws;
5. **Establishes standards** for determining whether a project should be grandfathered; and
6. **Ensures that the city** recognizes, respects, and protects grandfathered projects.

Key Components

- Creates a presumption (*as a policy matter*)
- Application Process
- Grandfathering Review Committee
- List of Standards
- Reconsideration by Committee
- Appeal to City Manager
- Appeal to ZBA
- Appeal to Court *(as per state law)*

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12E

TITLE:
Consider action to approve Resolution R-2019-39 of the City Council of the City of Bastrop, Texas ("City") responding to the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the "Alliance of CenterPoint Municipalities;" determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY

ALLIANCE OF CENTERPOINT MUNICIPALITIES
The City is a member of the Alliance of CenterPoint Municipalities (ACM). The ACM group was organized by a number of municipalities served by CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") and has been represented by the law firm of Herrera Law & Associates, PLLC f/k/a Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

"GRIP" RATE APPLICATION
Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program."

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

CENTERPOINT'S "GRIP" APPLICATION

On or about March 28, 2019, CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ('GRIP"). CenterPoint's application, if approved by the Commission, will result in an increase in the monthly customer charges as shown below:

Rate Schedules	Current Customer Charge**	Proposed 2019 "GRIP" Adjustment**	Proposed Adjusted Charge**	Proposed Percentage Increase in Cust. Charge**
R-2097-I-GRIP 20179; R-2097-U-GRIP 2019 Residential	$19.00	$2.04	$21.04	11%
GSS-2097-I-GRIP 2019; GSS-2097-U-GRIP 2019 General Service Small	$25.00	$4.16	$29.16	17%
GSLV-628-GRIP-I-2019; GSLV-628-GRIP-U-2019 General Service Large Volume	$99.50	$27.20	$126.70	27%

****Charges shown are per customer per month**

RECOMMENDATION

Consider action to approve Resolution R-2019-39 of the City Council of the City of Bastrop, Texas ("City") responding to the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the "Alliance of CenterPoint Municipalities;" determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.

ATTACHMENT

- Resolution

RESOLUTION NO. R-2019-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about March 28, 2019 CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ('GRIP"), which if approved, results in an increase in the monthly customer charges as follows;

Rate Schedules	Current Customer Charge**	Proposed 2019 "GRIP" Adjustment**	Proposed Adjusted Charge**	Proposed Percentage Increase in Cust. Charge**
R-2097-I-GRIP 20179; R-2097-U-GRIP 2019 Residential	$19.00	$2.04	$21.04	11%
GSS-2097-I-GRIP 2019; GSS-2097-U-GRIP 2019 General Service Small	$25.00	$4.16	$29.16	17%
GSLV-628-GRIP-I-2019; GSLV-628-GRIP-U-2019 General Service Large Volume	$99.50	$27.20	$126.70	27%

****Charges shown are per customer per month**

and

WHEREAS, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by CenterPoint is complex; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act; and

WHEREAS, the effective date proposed by CenterPoint is May 27, 2019 but a suspension by the City will mean that the rate increase cannot go into effect prior to July 11, 2019.

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

Section 1: That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2: The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3: The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities ("ACM").

Section 4: The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

Section 5: To the extent CenterPoint's application to increase rates under section 104.301 of the Gas Utility Regulatory Act (GURA) is considered a ratemaking proceeding, CenterPoint is ordered to reimburse the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6: A copy of this resolution shall be sent to Mr. Keith Wall, Director of Regulatory Affairs, CenterPoint Energy, P.O. Box 2628, Houston, Texas 77252-2628; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 816 Congress Ave., Suite 950, Austin, Texas 78701.

Section 7: The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8: This resolution shall be effective immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of April 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

MAR 08 2018
CITY OF BRENHAM
FINANCE DEPARTMENT

PUC DOCKET NO. 48065

APPLICATION OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC TO REVISE ITS WHOLESALE TRANSMISSION RATES APPROVED IN DOCKET NO. 47610 PURSUANT TO 16 TEX. ADMIN. CODE § 25.192(h)	§ § § § § § §	**PUBLIC UTILITY COMMISSION OF TEXAS**

March 7, 2018

TABLE OF CONTENTS

DESCRIPTION	**PAGE(S)**
Table of Contents	1
Amendment to Application	2-3
Certificate of Service	4

REVISED SCHEDULES

Schedule E-3	Interim Update of Wholesale Transmission Cost of Service – Federal Income Taxes	5

ELECTRONIC FILES:

Dk 48065 CEHE Amended (Revised Dk 47610) – Interim 2017 TCOS Schedules.xlsx

Dk 48065 CEHE Amended (Revised Dk 47610) – WP Interim 2017 TCOS Schedules.xlsx

schedules originally attached to the Application, including the amended Schedule E-3. The amended Schedule E-3 has no effect on the reduction amounts stated in the Application for (1) the Company's transmission rate base from $2,109,696,252 to $2,008,037,999; (2) the Company's wholesale transmission revenue requirement from $389,483,333 to $347,835,438; or (3) the Company's wholesale transmission rate from $5,753.91 per MW to $5,138.64 per MW.

CONCLUSION

CenterPoint Energy respectfully requests that the Commission approve the Application as hereby amended and grant such other and further relief to which it may show itself entitled.

Respectively submitted,

MICKEY S. MOON
Assistant General Counsel
State Bar No. 00791291
1111 Louisiana, Suite 4600
Houston, Texas 77002
(713) 207-7231
(713) 454-7197 (fax)
mickey.moon@centerpointenergy.com

ATTORNEY FOR CENTERPOINT ENERGY
HOUSTON ELECTRIC, LLC

Dcoket No. 48065 Amended (Docket No. 47610 Revised)
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
Interim Update of WholesaleTransmission Cost of Service
Federal Income Taxes
Update Period: November 1, 2016 - July 31, 2017
Sponsor: Laurie A. Burridge-Kowalik

Line No.	Description	Schedule / Workpaper Reference	Balance per Docket 46703 (1)	Interim Annual Increase (2)	Balance as of July 31, 2017 (3) = (1) + (2)
	Federal Income Tax:				
1	Return on Rate Base	Schedule B	$ 151,583,949	$ 13,275,971	$ 164,859,920
	Deduct:				
2	Interest included in Return	WP/Schedule E-3/1	$ 68,211,806	$ 5,999,251	$ 74,211,057
3	ITC Amortization	Docket 38339	1,278,139		1,278,139
4	Amortization Of Excess DFIT	Docket 38339 / Note 1	300,995	5,063,867	5,364,862
5	Research and Development Credit	Docket 38339	(328,195)		(328,195)
6	Other	Docket 38339	991,336		991,336
	Add:				
7	Depreciation Addback - Per Diff	Docket 38339	927,619		927,619
8	Business Meals not deductible	Docket 38339	69,941		69,941
9	Taxable Component of Return		$ 81,471,038	$ 2,212,853	$ 83,683,891
10	Tax Factor (1/(1-.21))*(.21)		0.265822785	0.265822785	
11	Federal Income Taxes Before Adjustments		$ 21,656,860	$ 588,227	$ 22,245,087
	Deduct:				
12	ITC Amortization	Docket 38339	$ 1,278,139		$ 1,278,139
13	Amortization of Protected Excess DFIT	Docket 38339	327,938		327,938
14	Amortization of Non-Protected Excess DFIT	Docket 38339 / Note 1	(15,965)	5,063,867	5,047,902
15	Consolidated Tax Savings	Docket 38339	2,504,187		2,504,187
16	**Total Federal Income Tax**	Schedule A	$ 17,562,561	$ (4,475,640)	$ 13,086,921

Note 1: $5,063,867 is amortization of Excess DFIT related to the 2017 Tax Cut and Jobs Act

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12F

TITLE:
Consider action to approve Resolution R-2019-38 of the City Council of the City of Bastrop, Texas, recognizing May 11, 2019, as World Migratory Bird Day and authorizing the Bird City Coalition and appropriate City staff to continue pursuit of certification in the Texas "Bird City" program; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:
In February 2019, the City of Bastrop was invited, as one of five (5) pilot communities, to be in the 2020 inaugural class of Bird City Texas communities. The Bird City Texas certification program recognizes and encourages effective and impactful native bird conservation where people live, work, and recreate. Bastrop was one of the smallest towns to be chosen for this program.

To pursue this certification effort, the Bird City Coalition was formed bringing together representatives from various volunteer and government entities in Bastrop County including the Audubon Society, Bastrop County Tourism & Economic Development, Texas Parks & Wildlife, City of Bastrop Parks & Recreation, and the Bastrop Parks and Public Tree Advisory Board, as well as many others. Working together with shared interests, the Coalition is determining the next steps to take to meet the measures established by the Bird City Texas program for certification.

As part of this journey to certification, the City will show its commitment to supporting and bringing public awareness to the various benefits that birds bring to the Bastrop community. One way to do so is to acknowledge World Migratory Bird Day by Resolution. World Migratory Bird Day is an annual global celebration and awareness-raising campaign held the second Saturday in May highlighting the need for the conservation of migratory birds and their habitats.

POLICY EXPLANATION:
The Bastrop Parks and Public Tree Advisory Board serves in an advisory role to the City Council and may make recommendations for actions to be considered. At the April 4, 2019 Bastrop Parks and Public Tree Advisory Board meeting, the Board voted to recommend that the City Council adopt a Resolution acknowledging World Migratory Bird Day as May 11, 2019 and authorize the Bird City Coalition and appropriate City staff to continue pursuit of certification in the Texas "Bird City" program. The requirement specifically states that this must be done by Resolution and not by Proclamation.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution R-2019-38 of the City Council of the City of Bastrop, Texas, recognizing May 11, 2019, as World Migratory Bird Day and authorizing the Bird City Coalition and appropriate City staff to continue pursuit of certification in the Texas "Bird City" program; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2019-38

RESOLUTION NO. R-2019-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RECOGNIZING MAY 11, 2019 AS WORLD MIGRATORY BIRD DAY AND AUTHORIZING THE BIRD CITY COALITION AND APPROPRIATE CITY STAFF TO CONTINUE PURSUIT OF CERTIFICATION IN THE TEXAS "BIRD CITY" PROGRAM; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, most citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations; and

WHEREAS, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants; and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action; and

WHEREAS, the City Parks and Public Tree Advisory Board voted on April 4, 2019 to recommend to the City Council to recognize the 2019 World Migratory Bird Day by Resolution.

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

Section 1: That the Mayor and City Council of the City of Bastrop recognize Saturday, May 11, 2019 as World Migratory Bird Day in the City of Bastrop and encourage all city residents to celebrate their role as stewards of bird habitat.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of April, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12G

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-14 of the City Council of the City of Bastrop, Texas amending Chapter 11, Taxation, Section 11.04, "Hotel Occupancy Tax," attached as Exhibit A, in accordance with Chapter 351 of the Texas Tax Code; providing for findings of fact, enactment, repealer, severability; effective date, proper notice and meeting and move to include on the May 14, 2019 consent agenda for a second reading.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City established through ordinance, a local Hotel Occupancy Tax of 7%, setting rules that include the collection, reporting and auditing of Hotel Occupancy Tax payers. This ordinance was last revised in 2009. Since that time, Chapter 351 of the Tax Code has gone through several updates. Some of the major changes to the Tax Code are the definition of a hotel, exceptions to collecting the tax, frequency of reporting and paying the tax, and laws regarding purchasing of a hotel. This revision of the City's ordinance will bring us in compliance with this chapter of the Tax Code.

The update of the ordinance is the first step in an overall Hotel Occupancy Tax review. City staff is looking for a firm to contract with for administrative, discovery and auditing services. The administrative services will allow the tax payers to report and pay online. The City will be better able to track occupancy tax information across fiscal years. The discovery service will start to identify "hotels", by definition, in our ETJ that are not in compliance with our ordinance. Lastly, the audit service will be a multi-year contract that will audit two (2) to three (3) hotels per year confirming that they understand the ordinance, applying the exceptions correctly, and paying the proper amount of tax.

The proposed time line is below:

- April – Legal review of selected vendor's contract, execution of contract
- April 23 – 1st reading of Hotel Occupancy Tax Ordinance
- May 14 – 2nd reading of Hotel Occupancy Tax Ordinance
- May/June – Set up of online administrative portal, letter to hotels informing them of Ordinance revision and new online reporting
- July 1 – Go live with online reporting
- August – Start audit and discovery services

City Council received a presentation from Justin Bragiel, Texas Hotel & Lodging Association, at the April 9, 2019 City Council Meeting outlining the proposed changes to the Hotel Occupancy Tax Ordinance.

POLICY EXPLANATION:
Chapter 351 of the Tax Code establishes the rules for imposing and collecting Hotel Occupancy Tax for Municipalities. The City's Hotel Occupancy Tax codes are in Article 11.04 of the City Code of Ordinance.

RECOMMENDATION:
Consider action to approve the first reading of Ordinance No. 2019-14 of the City Council of the City of Bastrop, Texas amending Chapter 11, Taxation, Section 11.04, "Hotel Occupancy Tax," attached as Exhibit A, in accordance with Chapter 351 of the Texas Tax Code; providing for findings of fact, enactment, repealer, severability; effective date, proper notice and meeting and move to include on the May 14, 2019 consent agenda for a second reading.

ATTACHMENTS:
- Ordinance 2019-14

ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING CHAPTER 11, TAXATION, SECTION 11.04, "HOTEL OCCUPANCY TAX," ATTACHED AS EXHIBIT A, IN ACCORDANCE WITH CHAPTER 351 OF THE TEXAS TAX CODE; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

WHEREAS, Chapter 351 of the Texas Tax Code authorizes municipalities to impose and collect hotel occupancy taxes; and

WHEREAS, in 1995, the City of Bastrop established by ordinance a local hotel occupancy tax of 7%, establishing rules that include the collection, reporting, and auditing of the payment of such tax; and

WHEREAS, Chapter 351 of the Texas Tax Code has been amended several times since 1995; and

WHEREAS, this ordinance amends Chapter 11 of the Bastrop City Code to reflect the changes in Chapter 351 of the Texas Tax Code.

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: ENACTMENT: Chapter 11, Article 11.04, which is titled "Hotel Occupancy Tax," of the Code of Ordinances of the City of Bastrop is amended to read as described and attached hereto as Exhibit "A".

Section 3: 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 4: 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 5: EFFECTIVE DATE: This Ordinance shall be effective immediately upon passage and publication.

Section 6: **PROPER NOTICE AND 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 23rd day of April 2019.

READ and ADOPTED on the Second Reading on the 14th day of May 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit “A”

City of Bastrop

CODE OF ORDINANCES

CHAPTER 11: TAXATION

ARTICLE 11.04: HOTEL OCCUPANCY TAX

Sec. 11.04.001 - Definitions.

The following words, terms and phrases are defined as follows:

Consideration. The cost of the room in a hotel only if the room is ordinarily used for sleeping, and not including the cost of any food served or personal services rendered to the occupant of such room not related to the cleaning and readying of such room for occupancy.

Hotel. ~~Any~~ A building ~~or buildings~~ in which members of the public ~~may for a consideration~~ obtain sleeping accommodations for consideration.~~,~~ The term includes a ~~including~~ hotel~~s~~, motel~~s~~, tourist home~~s~~, ~~houses of courts [~~tourist court~~s~~], lodging house~~s~~, inn~~s~~, rooming house~~s~~, or bed and breakfast. ~~other buildings where rooms are furnished for a consideration,~~ For purposes of the imposition of a hotel occupancy tax, the term includes a short-term rental. The term “hotel” does not include:

(1) ~~but not including~~ a hospital~~s~~, sanitarium~~s~~, or nursing home~~s~~;

(2) a dormitory or other housing facility owned or leased and operated by an institution of higher education or a private or independent institution of higher education as those terms are defined by Section 61.003, Texas Education Code, used by the institution for the purpose of providing sleeping accommodations for persons engaged in an educational program or activity at the institution; or

(3) an oilfield portable unit, as defined by Section 152.001 of the Texas Tax Code.

Occupancy. The use or possession, or the right to the use or possession, of any room or rooms in a hotel ~~if the room is one which is ordinarily used for sleeping and if the occupant is other than a permanent resident as hereinafter defined~~.

Occupant. Anyone who, for a consideration, uses, possesses, or has a right to use

or possess any room ~~or rooms~~ in a hotel under any lease, concession, permit, right of access, license, contract, or agreement~~, other than a permanent resident as hereinafter defined~~.

Permanent resident. Any occupant who has or shall have the right to use or possess ~~occupancy of any~~ a room ~~or rooms~~ in a hotel for at least thirty (30) consecutive days, so long as there is no interruption of payment for the period ~~during the calendar year or preceding year~~.

~~*Person*. Any individual, company, group, organization, entity (including government entities), corporation or association owning, operating, managing or controlling any hotel, as the term hotel is defined by state and local law.~~

Quarterly period. The regular calendar quarters of the year, the first quarter being composed of the months of October, November and December; the second quarter being the months of January, February and March; the third quarter being the months of April, May and June; and the fourth quarter being the months of July, August and September.

Short-term rental. The rental of all or part of a residential property to a person who is not a permanent resident.

Tax collector. The Chief Financial Officer ~~director of finance~~ of the city.

Sec. 11.04.002 - Levied; amount; exemptions.

(a) There is hereby levied a tax of 7% of the consideration ~~price~~ paid by the occupant of ~~for~~ a room in a hotel that ~~on every person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel,~~ costs $2 or more each day, and is ordinarily used for sleeping. The price of a room in a hotel does not include the cost of food served by the hotel and the cost of personal services performed by the hotel for the person except those services related to the cleaning and readying of the room for possession.

(b) Exceptions are as follows:

(1) No tax shall be imposed upon a permanent resident.

(2) No tax shall be imposed upon a person or entity described by Section 351.006 of the Texas Tax Code ~~for federal or state employees traveling on official business~~.

(3) A person or entity who is exempt from the tax under Section 351.005 of the Texas Tax Code shall apply for a refund of the tax as provided by that section ~~No tax shall be imposed for diplomatic personnel who present a tax exemption card issued by the United States Department of State~~.

~~(4) No tax shall be imposed for federal or state military personnel traveling on official military business. This exemption does not cover military staff on leave or between stations.~~

Sec. 11.04.003 - Collection.

Every person owning, operating, managing or controlling any hotel shall collect the tax levied by this article for the city, and shall report the tax and pay the tax ~~and deliver same~~ to the tax collector~~, the director of finance for the city~~.

Sec. 11.04.004 – Monthly or quarterly ~~Quarterly~~ reports to tax collector.

(a) On the twentieth (20th) ~~last~~ day of each ~~the~~ month ~~following each quarterly period~~, every person required by this article to collect the tax ~~imposed hereby~~ shall file a report with the tax collector ~~of taxes~~ showing: (1) the price paid for all room occupancies in the preceding month ~~quarter~~, (2) the amount of the tax collected on such occupancies, and (3) any other information the tax collector may reasonably require. Such person shall pay the tax due on such occupancies at the time of filing such report. The report shall be in a form prescribed by the tax collector. Additionally, the person shall file a copy of the monthly ~~quarterly~~ report filed with the state hotel occupancy tax.

(b) If a taxpayer owes less than $500 for a calendar month or less than $1,500 for a calendar quarter, the taxpayer qualifies as a quarterly filer. A quarterly filer shall file the report described in subsection (a) on the 20th day after the end of the quarterly period and pay the tax due at the time of filing such report.

(c) The tax collector is hereby authorized and directed to do all such things necessary or convenient to carry out the terms of this article. The tax collector shall have the authority to request and receive within a reasonable time documentation for information contained in the report to the city by the hotel.

Sec. 11.04.005 - Rules and regulations of tax collector; access to books and records.

The tax collector shall have the power to make such rules and regulations as are reasonable and necessary to effectively collect the tax levied hereby, and shall upon reasonable notice have access to books and records necessary to enable him/her to determine the correctness of any report filed as required by this article, and the amount of taxes due under the provisions of this article.

Sec. 11.04.006 - Penalties.

(a) If any person shall fail to file a report as required herein or shall file a false report or shall fail to pay to the tax collector the tax as imposed herein when said report or payment is due, he shall forfeit 5% of the amount due as penalty, and after the first thirty (30) days he shall forfeit an additional 5% of such tax. However, such penalty shall never be less than $10. Delinquent taxes shall draw interest at the rate of 10% per annum beginning sixty (60) days from the due date.

(b) Any person violating any of the provisions of this article, including hotel operators who fail to collect the tax, fail to file a return, or file a false return, or who are delinquent in their tax payment, shall be guilty of a misdemeanor and shall, upon conviction, be fined as provided for in the general penalty provision found in section 1.01.009 of this code, and each twenty-four (24) hours of any such violation shall constitute a separate offense.

Sec. 11.04.007 - Additional remedies.

The city is hereby authorized to take the following actions against any person required to collect the tax imposed hereby and pay the collection over to the city and who has failed to file a report, or filed a false report, or failed to pay the tax when due:

(1) Bring suit against the hotel for noncompliance; and/or

(2) Bring suit against the hotel seeking any other remedies provided under state law.

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

The City Attorney or as appropriate, an appointed Assistant City Attorney, is hereby authorized to bring suit against any person required to collect the tax imposed hereby and required to pay the collection over to the city and who has failed to file a

report, or filed a false report, or failed to pay the tax when due, at the direction of the city manager and concurrence of the Council, when necessary. Such suit may seek to collect such tax not paid or to enjoin such person from operating a hotel in the city until the tax is paid or the report is filed, or both, as applicable and as provided in the injunction.

Sec. 11.04.009 - Use of revenue.

(a) ~~The revenue derived from any hotel occupancy tax imposed and levied by this article may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following (as mandated by state law, V.T.C.A. Tax Code, ch. 351):~~

~~(1) The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities (as such is defined in V.T.C.A. Tax Code, § 351.001);~~

~~(2) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;~~

~~(3) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;~~

~~(4) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; and~~

~~(5) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:~~

~~(A) Which are at or in the immediate vicinity of convention center facilities; or~~

~~(B) Which are located elsewhere in the municipality or its vicinity that would be frequented by tourists, convention delegates, or~~

~~other visitors to the municipality.~~

~~(b)~~ Revenue derived from the hotel occupancy tax shall be expended only in a manner which directly enhances and promotes tourism and the convention and hotel industry ~~as hereinbefore delineated~~. Additionally, hotel tax revenue may only be expended for any of the applicable purposes enumerated in Chapter 351 of the Texas Tax Code. Use of hotel occupancy tax revenues shall be subject to the limitations stated in that state statute. Such revenue shall not be used for the general revenue purposes or general governmental operations of the municipality which are not directly related to promoting the hotel and convention industry or tourism in the municipality.

(b) The City Council may establish a Tourism Advisory Committee (TAC) to advise and make recommendations to the City on how hotel occupancy tax revenues shall be expended.

Sec. 11.04.010 - Authority to contract for administration of funded programs.

(a) The City Council may, by contract, delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax. The City Council shall approve in writing in advance the annual budget of the entity to which its delegates those functions, and shall require the entity to make periodic reports to the City Council at least annually listing the expenditures made by the entity of revenue from the tax provided by the municipality.

(b) The entity must maintain the revenue provided by the municipality from the tax in a separate account established for that purpose and may not commingle that revenue with any other money or maintain it in any other account.

(c) The municipality may not delegate to any person or entity the management or supervision of its convention and visitors programs and activities funded with revenue from the hotel occupancy tax other than by contract as provided herein.

(d) The approval by the City Council of the annual budget of the entity to which these functions are delegated creates a fiduciary duty in the person or entity with respect to the revenue provided by the municipality to the person or entity under the contract.

(e) A person or entity with whom the municipality contracts to conduct authorized activities shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person or entity and, on request of the City Council or other person, shall make the records available for inspection and review.

(f) Hotel occupancy tax revenue may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing of expenditures hereinbefore authorized. The portion of the total administrative costs for activities for which hotel occupancy tax revenue may be used may not exceed the administrative costs actually incurred in conducting the authorized activities.

(g) Hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of the person's job in an efficient and professional manner.

Sec. 11.04.011 - Applicability in extraterritorial jurisdiction.

The provisions of this article shall apply equally to hotels within the corporate limits of the city and to hotels in the extraterritorial jurisdiction of the city pursuant to state law, V.T.C.A. Tax Code, § 351.0025.

Sec. 11.04.012 - Tax collection on purchase of a hotel.

(a) If a person who is liable for the payment of a tax under this article is the owner of the hotel and sells that hotel, the successor to the seller or the seller's assignee shall withhold an amount of the purchase price sufficient to pay the tax due until the seller provides a receipt from the tax collector showing that the amount has been paid or a certificate stating that no tax is due.

(b) The purchaser of a hotel who fails to withhold an amount of the purchase price as required by this section is liable for the amount required to be withheld to the extent of the value of the purchase price.

(c) The purchaser of a hotel may request that the City issue a certificate stating that no tax is due or issue a statement of the amount required to be paid before a certificate may be issued. The City shall issue the certificate or statement not later than 60 days after receiving the request. If the City fails

to issue the certificate or statement within the period provided by Subsection (c) of this section, the purchaser is released from the obligation to withhold the purchase price or pay the amount due.

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12H

TITLE:
Consider action to approve on first reading Ordinance No. 2019-17 of the City Council of the City of Bastrop, Texas, enacting a new Chapter 16, "Stormwater Drainage," of the Bastrop Code of Ordinances establishing stormwater drainage requirements in order to minimize flood risks, stabilize and decrease stream bank and channel erosion, and facilitate comprehensive watershed-based planning, and repealing Emergency Ordinance 2018-2, Amendment to Emergency Ordinance 2018-2-A, and Article 5.30, "Alleys," Article 5.90, "Drainage and Storm Sewers," Section 6.80.3, "Roadside Drainage Ditches," Article 6.100 "Rural Subdivision Drainage Requirements," and Article 7.50, "Drainage" from Chapter 10, "Subdivisions" of the Bastrop Code of Ordinances; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:
The new ordinance, while like the old one, greatly differs in one aspect. The overarching difference is drainage will be addressed upfront and often. The more defined drainage requirements include a more stringent review of upstream and downstream conditions, a required maintenance agreement and financial guarantee for designated maintenance on private property such as ponds, or large drainage outfall structures.

The new ordinance will direct the customers to a new stormwater Drainage Design Manual that will give guidance for detention and better control velocities leaving the property. It will also provide for a new stormwater permit process at the time of final platting.

POLICY EXPLANATION:
City Charter grants the City Council the authority in Section 3.01 Powers and Duties: (15) exercise exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the City and provide for the improvement of same.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve on first reading Ordinance No. 2019-17 of the City Council of the City of Bastrop, Texas, enacting a new Chapter 16, "Stormwater Drainage," of the Bastrop Code of Ordinances establishing stormwater drainage requirements in order to minimize flood risks, stabilize and decrease stream bank and channel erosion, and facilitate comprehensive watershed-based planning, and repealing Emergency Ordinance 2018-2, Amendment to Emergency Ordinance 2018-2-A, and Article 5.30, "Alleys," Article 5.90, "Drainage and Storm Sewers," Section 6.80.3, "Roadside Drainage Ditches," Article 6.100 "Rural Subdivision Drainage

Requirements," and Article 7.50, "Drainage" from Chapter 10, "Subdivisions" of the Bastrop Code of Ordinances; and establishing an effective date.

ATTACHMENTS:

- Drainage Ordinance
- Stormwater Drainage Design Manual

CITY OF BASTROP, TX

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, ("CITY") ENACTING CHAPTER 16, TITLED "STORMWATER DRAINAGE," SECTIONS 16.01.001 THROUGH 16.01.012; ESTABLISHING AND ADOPTING DRAINAGE CONSTRUCTION AND DEVELOPMENT STANDARDS AND PROCEDURES FOUND IN THE CITY OF BASTROP STORMWATER DESIGN MANUAL; AND PROVIDING FOR FINDINGS OF FACT, PURPOSE AND INTENT, DEFINITIONS, APPLICABILITY, JURISDICTION, TECHNICAL AND PERFORMANCE STANDARDS, PERMITTING PROCEDURES AND FEES, STORMWATER MANAGEMENT PLAN, MAINTENANCE AGREEMENTS, EXEMPTIONS, FINANCIAL GUARANTEE, EXEMPTIONS AND WAIVERS, ENFORCEMENT, APPEALS, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Bastrop ("City Council") seeks to promote orderly, safe and reasonable development of land within the City Limits and Extraterritorial Jurisdiction ("ETJ"); and

WHEREAS, the City of Bastrop, Texas (the "City") is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Bastrop City Council (the "City Council"), as a duly-elected legislative body, finds it is facing significant historic and contemporary drainage and flooding challenges that are not adequately addressed under the existing permitting review process; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures, and development-related activities; and

WHEREAS, the City is in the process of studying and evaluating the impact of further development; appropriate impervious cover limitations; the need for drainage and detention improvements; appropriate zoning districts and district regulations; appropriate cut and fill regulations; and issues that will affect future growth and

DRAFT

development of the area within its jurisdiction; and

WHEREAS, the City has determined that it is necessary to study and update its development ordinances and procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthening the connection between the City's Code of Ordinances and the goals and needs of the City's citizenry, and to protect the health, safety, environment, quality of life, and general welfare of its citizens; and

WHEREAS, the City has experienced historical flooding events over the decades and four (4) FEMA-declared disasters in the past three (3) years; and

WHEREAS, to address the fact that the City's previous review process for drainage and stormwater improvements were inadequate and insufficient to prevent, mitigate, or minimize future flooding events, the City Council enacted Emergency Ordinance 2018-2 on August 14, 2018, which provided additional requirements mandating data relating to drainage and flooding for the acceptance, processing, and approval of certain permits in the city limits and extraterritorial jurisdiction, and on August 23, 2018, the City Council enacted an amendment to that ordinance; and

WHEREAS, the City Council finds that the review process created by Emergency Ordinance 2018-2, as amended by 2018-2-A, is necessary to prevent, mitigate, and minimize future flooding events, and should therefore be codified in the City's Code of Ordinances.

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. In addition, The City of Bastrop finds that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

(1) degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.

(2) diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.

DRAFT

(3) alter wetland communities by changing wetland hydrology and by increasing pollutant loads.

(4) reduce the quality of groundwater by increasing pollutant loading.

(5) threaten public health, safety, property and general welfare by overtaxing storm sewers, drainage ways, and other minor drainage facilities.

(6) threaten public health, safety, property and general welfare by increasing major flood peaks and volumes.

(7) undermine floodplain management efforts by increasing the incidence and levels of flooding.

SECTION 2. APPLICABILITY

The City of Bastrop hereby enacts this Ordinance requiring a pre-submission meeting and engineering certification for certain municipal permits or authorizations for construction or development within its city limits and ETJ.

SECTION 3. PURPOSE

The general purpose of this ordinance is to establish long-term, post- construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:

(a) minimize flood risks to citizens and properties related to increases in peak runoff rates, volumes and velocities.

(b) stabilize and decrease streambank and channel erosion within downstream receiving waterways.

(c) facilitate comprehensive watershed-based planning that promotes fiscally sustainable and geographically sensitive land development and future growth.

SECTION 4. INTENT

In order to achieve the purposes above, it is the City's intent to require that new land development strongly consider low-impact development (LID) and green infrastructure approaches to stormwater management to mimic and restore pre-development hydrology. Further supporting information describing LID strategies are provided within the City of Bastrop Stormwater Drainage Design Manual, as amended. It is also the intent of the City of Bastrop that the requirements outlined in this ordinance regulate post-construction stormwater discharges to downstream receiving waterbodies. This ordinance may be applied on a site-by-site basis. However, the City of Bastrop recognizes that the preferred method of achieving the stormwater performance standards set forth in this ordinance is through the preparation and implementation of comprehensive, systems-level stormwater management plans that cover hydrologic

DRAFT

units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices, or systems, any of which may be designed to convey and manage runoff from more than one site prior to discharge to downstream receiving waterbodies. Where such plans are in conformance with the performance standards outlined in the City of Bastrop's Stormwater Management Design Manual and this ordinance and have been approved by the City of Bastrop, it is the intent of this ordinance that the approved plan be used to identify post-construction stormwater management measures acceptable for the community.

SECTION 5. ENACTMENT

The Code of Ordinances of the City of Bastrop is amended to add a new Chapter 16, which is titled "Stormwater Drainage," as described and attached hereto as Exhibit "A."

SECTION 6. REPEALER

This Ordinance expressly repeals Emergency Ordinance 2018-2 and the Amendment to Emergency Ordinance 2018-2-A. This Ordinance also expressly repeals Article 5.30, "Alleys," Article 5.90, "Drainage and Storm Sewers," Section 6.80.3, "Roadside Drainage Ditches," Article 6.100 "Rural Subdivision Drainage Requirements," and Article 7.50, "Drainage" from Chapter 10, "Subdivisions" of the Code of Ordinances of the City of Bastrop. In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 7. 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 8. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 9. OPEN MEETINGS

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 on First Reading on the 23rd day of April 2019.

READ & APPROVED on the Second Reading on the 14th day of May 2019.

DRAFT

APPROVED:

by _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

DRAFT

City of Bastrop Code of Ordinances

Chapter 16 – STORMWATER DRAINAGE

Sec. 16.01.001 - APPLICABILITY AND JURISDICTION.

(a) *Applicability.*

(1) Where not otherwise limited by law, this ordinance applies to land development activity that meets one or more of the following criteria:

(A) any development, including redevelopment and in-fill development, that results in 10,000 square feet or more of land disturbing activity;

(B) any development, including redevelopment and in-fill development, that results in the addition of 5,000 square feet or more of impervious area;

(C) a subdivision plat; or

(D) a development of any size that, in the opinion of the City Engineer, is likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter, or that endangers property or public safety.

(2) A site that meets any of the following criteria is exempt from the requirements of this ordinance:

(A) a site with less than 10% connected imperviousness based on complete development of the post-construction site, provided the cumulative area of all parking lots and rooftops is less than one acre;

(B) nonpoint discharges from agricultural facilities and practices;

(C) nonpoint discharges from silviculture activities;

(D) routine maintenance for project sites under 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility; or

(E) underground utility construction such as water, sewer, power, and fiberoptic lines. This exemption does not apply to the construction of any above ground structures associated with utility construction.

(b) *Jurisdiction.* This ordinance applies to land disturbing construction activities on lands within the boundaries and jurisdiction of the City of Bastrop and its Extraterritorial Jurisdiction.

Sec. 16.01.002 - DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Business day means a day the office of the City is routinely and customarily open for business.

City Engineer means the registered engineer designated by the City Manager to review engineering aspects of projects located within the City.

City of Bastrop Stormwater Drainage Design Manual means the stormwater drainage design manual adopted by the City of Bastrop concurrently with the adoption of this ordinance, as amended.

Connected Imperviousness means an impervious surface that is directly connected to a separate storm sewer or water of the state via an impervious flow path.

Development means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.

Development Review Committee ("DRC") means a group consisting of the Director of Planning and Development, the City Engineer, and the Public Works Director.

Erosion means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

Extraterritorial Jurisdiction ("ETJ") means the area outside of the City of Bastrop municipal limits in which the City exercises joint zoning authority with Bastrop County.

Final Stabilization means that all land disturbing construction activities at the construction site have been completed and that:

(A) a uniform, perennial, vegetative cover has been established, with a density of at least 70% of the cover, for the unpaved areas and areas not covered by permanent structures, or

(B) equivalent permanent stabilization measures have been employed.

Financial Guarantee means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the City by the responsible party to assure that requirements of the ordinance are carried out in compliance with the stormwater management plan.

Impervious Surface means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious.

In-fill Development means development of vacant parcels, or demolition of existing structures within previously built areas, which are already served by public infrastructure, such as transportation, water, wastewater, and other utilities.

Infiltration means the entry of precipitation or runoff into or through the soil.

Infiltration System means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.

Land Development Activity means any construction related activity that results in the addition or replacement of impervious surfaces such as rooftops, roads, parking lots, and other structures. Measurement of areas impacted by land development activity includes areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction

activities may be taking place at different times on different schedules but under one plan.

Land Disturbing Construction Activity means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

Maintenance Agreement means a legal document that provides for long-term maintenance of stormwater management practices.

Off-site means located outside the property boundary described in the permit application.

On-site means located within the property boundary described in the permit application.

Performance Standard means a narrative or measure specifying the minimum acceptable outcome for a facility or practice.

Permit Administration Fee means a sum of money paid to the City by the permit applicant for the purpose of recouping the expenses incurred by the City in administering the permit.

Pervious Surface means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

Post-construction Site means a construction site following the completion of land disturbing construction activity and final site stabilization.

Pre-development Condition means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

Public Works Director means the individual appointed by the City Manager to administer the installation and operation of city infrastructure.

Redevelopment means areas where, in the determination of the City Engineer, development is replacing older development.

Responsible Party means any entity holding fee title to the property, or an entity contracted to develop the property.

Runoff means stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

Site means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.

Stop Work Order means an order issued by the City which requires that all construction activity on the site be stopped.

Stormwater Management Plan is a comprehensive plan designed to reduce the discharge of runoff from hydrologic units on a regional or municipal scale.

Stormwater Management Permit means a written authorization made by the City to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

Stormwater Maintenance Plan means the set of tasks that must be performed in order to operate and maintain a stormwater management facility.

Technical Standard means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

Zoning Board of Adjustment ("ZBA") means the citizen board appointed by the City Council pursuant to Section 9, of Chapter 14 of the Bastrop Code of Ordinances, as provided by Texas Local Government Code Chapter 211.

Sec. 16.01.003 - TECHNICAL STANDARDS AND DESIGN METHODS.

(a) The City of Bastrop Stormwater Drainage Design Manual is hereby adopted by reference as if set forth in full. The City of Bastrop Stormwater Drainage Design Manual may be amended administratively from time to time by the City Engineer.

(b) All drainage facilities and practices required to comply with this ordinance shall incorporate technical standards and design methods specified in the City of Bastrop Stormwater Drainage Design Manual. Where not superseded by stricter requirements in the City of Bastrop Stormwater Drainage Design Manual, the following standards are also incorporated by reference:

(1) other design guidance and technical standards identified or developed by the Texas Commission on Environmental Quality (TCEQ) under the Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000.

(2) other technical standards approved by the City Engineer.

Sec. 16.01.004 - PERFORMANCE STANDARDS.

(a) *Responsible party*. The property owner or contracted developer shall be responsible for developing and implementing a stormwater management plan. This plan shall be developed in accordance with Section 16.01.006, which incorporates the requirements of this section.

(b) *Stormwater drainage performance standards.* All drainage facilities and practices required to comply with this ordinance shall meet performance standards specified in the City of Bastrop Stormwater Drainage Design Manual.

(c) *Location and regional treatment option requirements.*

(1) Stormwater Drainage Facilities required to meet this ordinance may be located on-site or off-site as part of a regional stormwater device, practice, or system.

(2) The City may approve off-site rather than on-site management measures only if all of the following conditions are met:

(A) the City determines that the post-construction runoff is covered by a stormwater drainage system plan that is approved by the City of Bastrop and that contains drainage requirements consistent with the purpose and intent of this ordinance; and

(B) the off-site facility:

i. will be in place before the need for the facility arises as a result of on-site construction activities;

ii. is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this ordinance; and

iii. has a legally obligated entity responsible for its long-term operation and maintenance.

(3) Where a regional treatment option exists such that the City may exempt the applicant from all or part of the minimum on-site stormwater drainage requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the City. In determining the fee for post-construction runoff, the City shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.

(d) *Alternative Drainage Requirements*. The City Engineer may establish alternative stormwater drainage requirements to those set forth in the City of Bastrop Stormwater Drainage Design Manual, if the City determines that an added level of protection is needed to address downstream stormwater drainage issues based on a regional study or engineering plan commissioned by the City; or that extraordinary hardships or practical difficulties may result from strict compliance with these regulations. Exceptions or waivers to stormwater drainage requirements set forth in this ordinance and the City of Bastrop Stormwater Drainage Design Manual shall be considered in accordance with Section 16.01.010.

Sec. 16.01.005 - PERMITTING REQUIREMENTS, PROCEDURES, AND FEES.

(a) *Permit required.* Before starting any land disturbing construction activity, the responsible party shall first:

(1) request and participate in a pre-application meeting with the Directors (or their designees) of the City Planning Department, City Engineer's Office, and Public Works Department;

(2) receive a post-construction runoff permit from the City; and

(3) receive a permit from the City as provided in this section.

(b) *Permit application and fees*. Unless specifically excluded by this ordinance, any responsible party desiring a permit shall submit to the City a permit application made on a form provided by the City for that purpose.

(1) Unless otherwise excepted by this ordinance, a permit application must be accompanied by a stormwater management plan, a stormwater maintenance plan, a maintenance agreement (where required) and, where not otherwise covered by a developer's agreement, a non-refundable permit administration fee. The permit administration fee, where applicable, shall be consistent with a fee schedule maintained by the City.

(2) The stormwater management plan, the stormwater maintenance plan, the maintenance agreement, and the erosion control plan shall be prepared to meet the requirements outlined in the City of Bastrop Stormwater Drainage Design Manual.

(3) All applications for development that may impact drainage must also be accompanied by a signed, sealed and dated letter from a registered engineer certifying that they have personally reviewed the topography and completed a field investigation of the existing and proposed flow patterns for stormwater runoff from the subject development to the main stem of all creeks that may impact the project, and build-out conditions allowable by zoning, restrictive covenant or plat note, that the stormwater flows from the subject development will not cause any additional adverse flooding impacts for storms of magnitude up through the one-hundred (100) year event.

(c) *Review and approval of permit application.* The City shall review any permit application that is submitted with a stormwater management plan, stormwater maintenance plan, maintenance agreement, and the required fee. The following approval procedure shall be used:

(1) The City may request additional information if required for a complete application within 15 business days of receipt of any permit application. Within 30 business days of the receipt of a complete permit application, the City shall inform the applicant whether the application, plan, and maintenance agreement are approved or disapproved based on the requirements of this ordinance. The 30-day review period begins once the City has received all information necessary for the review and deems the application is complete, or 15 business days after receipt of the permit application if additional information has not been requested.

(2) If the stormwater permit application, plan, and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the City shall issue the permit.

(3) If the stormwater permit application, plan, or maintenance agreement is disapproved, the City shall detail in writing the reasons for disapproval so that the applicant may apply for a permit after correcting the deficiencies.

(4) The City may request additional information from the applicant while reviewing the application. If additional information is submitted, the City shall have 10 additional business days from the date the additional information is received to inform the applicant that the application, plan, and maintenance agreement are either approved or disapproved.

(d) *Permit requirements*. All permits issued under this ordinance shall be subject to the following conditions, and holders of permits issued under this ordinance shall be deemed to have accepted these conditions. The City may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the City to suspend or revoke this permit may be appealed in accordance with Section 16.01.012.

(1) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.

(2) The responsible party shall design and install all structural and non-structural stormwater management measures in accordance with the approved stormwater management plan and the permit.

(3) The responsible party shall notify the City at least two business days before commencing any work in conjunction with the stormwater management plan, and within three business days upon completion of the stormwater management practices. If required as a special condition under Section 16.01.004(d) of this Chapter, the responsible party shall make additional notification according to a schedule set forth by the City so that practice installations can be inspected during construction.

(4) Practice installations required as part of this ordinance shall be certified “as built” by a licensed professional engineer in the State of Texas. Completed stormwater management practices must pass a final inspection by the City or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The City or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of the permit.

(5) The responsible party shall notify the City of any proposed modifications to an approved stormwater management plan. The City may require that the proposed modifications be submitted to it for approval prior to incorporation into the stormwater management plan and execution by the responsible party.

(6) The responsible party shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices either become the responsibility of the City of Bastrop or are transferred to subsequent private owners as specified in the approved maintenance agreement.

(7) The responsible party authorizes the City to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special

assessment or charge against the property, or to charging such costs against the financial guarantee posted under Section 16.01.008.

(8) If so directed by the City, the responsible party shall repair at the responsible party's own expense all damage to adjoining facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.

(9) The responsible party shall allow the City or its designee to access the property for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.

(10) Where site development or redevelopment involves changes in direction, increases in peak rate, and/or total volume of runoff from a site, the City may require the responsible party to make appropriate legal arrangements with affected property owners.

(11) The responsible party is subject to the enforcement actions and penalties detailed in Section 16.01.011 if the responsible party fails to comply with the terms of this permit.

(e) *Permit conditions.* Permits issued under this subsection may include conditions established by the City related to the requirements needed to meet the performance standards in Section 16.01.004 or a financial guarantee as provided for in Section 16.01.008.

(f) *Permit duration*. Permits issued under this section shall be valid from the date of issuance through the date the City notifies the responsible party that all stormwater management practices have passed the final inspection required under paragraph (d) of this subsection. The permit shall be invalid if work is not commenced within 1 year of permit issuance.

Sec. 16.01.006 - STORMWATER MANAGEMENT PLAN.

(a) *Plan requirements.* A stormwater management plan shall be prepared and submitted to the City by a registered engineer on behalf of the property owner or contracted developer. The stormwater management plan shall include, at a minimum, information required in the City of Bastrop Stormwater Drainage Design Manual, maintained and periodically updated by the City. The City may waive certain submittal requirements if determined by the City to be unnecessary to demonstrate compliance with ordinance standards.

(b) *Alternative requirements.* The City may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under Section 16.01.004.

Sec. 16.01.007 - MAINTENANCE AGREEMENT.

(a) *Maintenance agreement required*. The maintenance agreement required under Section 16.01.005 for stormwater management practices shall be an agreement between the City and the responsible party to provide for maintenance of stormwater practices beyond the duration period of the permit. The maintenance agreement shall be filed by the applicant in the deed records of Bastrop County as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.

(b) *Agreement provisions*. The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by Section 16.01.005:

(1) identification of the stormwater facilities and designation of the drainage area served by the facilities;

(2) a schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan required under Section 16.01.005;

(3) identification of the property or easement owner, organization, or entity responsible for long term maintenance of the stormwater management practices identified in the stormwater management plan required under Section 16.01.005.

(4) a requirement that the responsible party or parties identified in paragraph (3) shall maintain stormwater management practices in accordance with the schedule included in paragraph (2).

(5) authorization for the City to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(6) a requirement that the City will maintain records of the results of the site inspections, will inform the party responsible for maintenance of the inspection results, and will specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.

(7) a provision that the responsible party or parties identified in paragraph (3) shall be notified by the City of maintenance conditions requiring correction or repair. The specified corrective actions shall be undertaken within a reasonable time frame set by the City.

(8) authorization for the City to perform the corrected actions identified in the inspection report if the responsible party or parties identified in paragraph (3) do not make the required corrections in the specified time period. The City shall enter the amount due on the tax rolls and collect the money as a special charge against the property.

Sec. 16.01.008 - FINANCIAL GUARANTEE.

(a) *Establishment of the guarantee*. The City may require the submittal of a financial guarantee by the responsible party on the form prescribed in the City of Bastrop Stormwater Drainage Design Manual. The financial guarantee shall be in an amount determined by the City to be the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices during the period that the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the City the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the City that the requirements of this ordinance have not been met.

(b) *Conditions for release of the guarantee.* Conditions for the release of the financial guarantee are as follows:

(1) The City shall release the portion of the financial guarantee established under this section to cover the estimated cost of construction, less any costs incurred by the City to complete installation of practices, upon submission of "as built plans" by a licensed professional engineer of the state of Texas. The City may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.

(2) The City shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices and facilities, less any costs incurred by the City, at such time that the responsibility for practice or facility maintenance is passed on to another entity via an approved maintenance agreement.

Sec. 16.01.009 - FEE SCHEDULE.

The fees referred to in other sections of this ordinance shall be established by the City of Bastrop in Appendix A of this Code and may from time to time be modified by ordinance.

Sec. 16.01.010 - EXCEPTIONS AND WAIVERS.

(a) *Generally*. The Development Review Committee may recommend and the Zoning Board of Adjustment may approve exceptions or waivers to these requirements so that substantial justice may be done and the public interest secured where extraordinary hardship or practical difficulties may result from strict compliance with this ordinance or if the purposes of this ordinance may be served to a greater extent by an alternative proposal. The exceptions or waivers shall not have the effect of nullifying the intent and purpose of this ordinance. The DRC shall only recommend an exception or waiver if, based upon the evidence presented to it, all of the following conditions are met by the petitioner:

(1) the granting of the exception or waiver will not be detrimental to the public safety, health, or welfare, and will not be injurious to other property;

(2) the conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property;

(3) because of the location or conditions affecting the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;

(4) the relief sought will not materially alter the provisions of any existing regional stormwater management plan except that the plan may be amended in the manner prescribed by law; and

(5) the granting of the exception or waiver will not result in a violation of State or Federal laws or permits.

(b) *Conditions.* In recommending exceptions or waivers, the Development Review Committee may require such conditions as will in its judgement secure substantially the purposes described in this ordinance and accompanying written stormwater management and erosion control requirements.

(c) *Petition for exception or waiver.* A petition for an exception or waiver shall be submitted in writing by the responsible party at the time when the development is filed for the consideration by the City. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner. The DRC shall approve or disapprove the petition in writing within fourteen (14) business days of receiving the petition, stating the reasons for approval or disapproval.

(d) *Approval or disapproval of committee recommendation*. Once the DRC issues its recommendation, the ZBA shall approve or disapprove the petition in writing at the next meeting of the ZBA that has a quorum.

Sec. 16.01.011 - ENFORCEMENT.

(a) Any land disturbing construction activity or post-construction runoff initiated after the effective date of this ordinance by any person, firm, association, or corporation subject to the ordinance shall be deemed a violation of this ordinance unless conducted in accordance with the requirements of this ordinance.

(b) The City shall notify the responsible party by certified mail of any non-complying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action that may be taken.

(c) Upon receipt of written notification from the City under paragraph (2), the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this ordinance. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the City in the notice.

(d) If the violations to a permit issued pursuant to this ordinance are likely to result in damage to properties, public facilities, or waters of the state, the City may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the City plus interest and legal costs shall be billed to the responsible party.

(e) The City is authorized to post a stop work order on all land disturbing construction activity that is in violation of this ordinance, or to request that the City Attorney obtain a cease and desist order in any court with jurisdiction.

(f) The City may revoke a permit issued under this ordinance for non-compliance with the ordinance provisions.

(g) Any permit revocation, stop work order, or cease and desist order shall remain in effect unless retracted by the City, City Attorney, or by a court with jurisdiction.

(h) The City is authorized to refer any violation of this ordinance, or of a stop work order, or of a cease and desist order issued pursuant to this ordinance, to the City Attorney for the commencement of further legal proceedings in any court with jurisdiction.

(i) Any person, firm, association, or corporation who does not comply with the provisions of this ordinance shall be subject to a fine of not less than 100 dollars or more than 500 dollars per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.

(j) Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before an injunction is sought.

(k) When the City determines that the holder of a permit issued pursuant to this ordinance has failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, the City or a party designated by the City may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The City shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial guarantee posted pursuant to Section 16.01.008 of this ordinance. Where such a guarantee has not been established, or where such a guarantee is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon for the year in which the work is completed.

Sec. 16.01.012 - APPEALS.

(a) *Role of the Zoning Board of Adjustment.* The board of zoning adjustment of the City of Bastrop:

(1) shall hear and decide appeals where it is alleged that there is error in any order, decision, or determination made by the City in administering this Chapter, except for cease and desist orders obtained under Section 16.01.011.

(2) may authorize variances from the provisions of this Chapter which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of this ordinance will result in unnecessary hardship; and

(3) shall apply the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

(b) *Who may appeal*. Appeals to the zoning board of adjustment may be taken by any aggrieved person or by an officer, department, or board of the City of Bastrop affected by any decision of the City.

City of

Bastrop

Stormwater Drainage Design Manual



DRAFT 4.10.2019

TABLE OF CONTENTS

Page No.
or Following

SECTION 1 – INTRODUCTION

A. Purpose and Intent Statements 1-1
B. General Provisions 1-2
C. Definitions 1-4

SECTION 2 – STORMWATER DRAINAGE POLICY

A. Stormwater Drainage Goals and Objectives 2-1
B. Stormwater Drainage Design Process 2-2
C. Stormwater Drainage Design Criteria 2-5

SECTION 3 – STORMWATER DRAINAGE PRACTICES

A. Downstream Assessments 3-1
B. Streambank Protection 3-2
C. Flood Mitigation 3-3

SECTION 4 – STORMWATER FACILITY DESIGN STANDARDS

A. General 4-1
B. Streets and Roads 4-2
C. Storm Sewers 4-5
D. Bridges and Culverts 4-7
E. Drainage Channels 4-10
F. Detention/Retention Structures 4-16

SECTION 5 – EASEMENTS

A. General Policy 5-1
B. Drainage Easements 5-1

SECTION 6 – CONSTRUCTION SITE SOIL EROSION CONTROL REQUIREMENTS

A. General 6-1
B. Required Best Management Practices 6-1

APPENDICES

APPENDIX A - STORMWATER DRAINAGE SUBMITTAL CHECKLISTS AND FORMS
APPENDIX B - STORMWATER DRAINAGE ORDINANCE

SECTION 1
INTRODUCTION

SECTION 1 - INTRODUCTION

A. Purpose and Intent Statements

Managing and resolving stormwater drainage issues and flooding problems has historically been one of the most persistent and critical challenges experienced by the City of Bastrop. In the past, the City's stormwater drainage control regulations for new land development have not effectively taken into account the City's unique topographic and geographic landscape. As a result, recent development has aggravated existing stormwater drainage and flooding issues at many locations within the City. Consequently, one of the City's highest priorities is to develop strong stormwater drainage policy and criteria that ensures that new development does not increase flooding and erosion in the City of Bastrop.

The overarching purpose of this Drainage Design Manual is to establish standard policy and criteria for the design and implementation of stormwater drainage infrastructure that will promote geographically sensitive and fiscally responsible land development within the City and its extraterritorial jurisdiction.

Note that it is assumed that the reader of this document will already have a working knowledge of the basic mathematical theories and methodologies involved with hydrology and hydraulics and is seeking to understand standard City stormwater drainage policies and practices.

Specific goals and objectives of the City's Stormwater Drainage Design Manual include:

1. Minimizing flood risks to citizens and properties related to increases in peak runoff rates, volumes and velocities.
2. Stabilizing and decreasing streambank and channel erosion within downstream receiving waterways.
3. Facilitating comprehensive watershed-based planning that promotes controlled and sustainable land development and future growth.

In order to achieve the goals and objectives listed above, it is the City's intent to require that new land development strongly consider light imprint development (LID) and natural approaches to stormwater management to mimic and restore pre-development hydrology. LID strategies that are encouraged in this document include:

1. Avoiding traditional engineering approaches to stormwater management that rapidly conveys runoff into large-scale drainage systems and discharges large volumes of stormwater and associated pollutants to downstream receiving waters.

2. Promoting management of stormwater runoff closer to its source by using small, distributed stormwater control devices that seek to slow down, infiltrate, and retain stormwater runoff using native or improved soils, vegetation, and bioengineering.
3. Studying, identifying and preserving sensitive natural areas such as floodplains, wetlands, and steep slopes, while also reducing impervious land cover.
4. Supporting potential multi-objective functions of stormwater management features by implementing trails, green space, parkland, greenways, and other recreational and natural features, so long as they are compatible with the primary function of the stormwater feature.
5. Focusing on integrating stormwater management into the early concept-level stages of the land development process.

It is also the intent of the City of Bastrop that the requirements outlined herein regulate post-construction stormwater discharges to downstream receiving waterbodies. This design manual may be applied on a site-by-site basis. However, the City of Bastrop recognizes that the preferred method of achieving the stormwater performance standards set forth in this design manual is through the preparation and implementation of comprehensive, systems-level stormwater management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices or systems, any of which may be designed to convey and manage from more than one site prior to discharge to downstream receiving waterbodies. Where such plans are in conformance with the performance standards outlined in the City of Bastrop's Stormwater Management Design Manual and have been approved by the City of Bastrop, it is the intent of this document that the approved plan be used to identify post- construction stormwater management measures acceptable for the community.

B. General Provisions

1. Conformance with Comprehensive Plan. All drainage design must comply with the City of Bastrop Comprehensive Master Plan and the effective Flood Insurance Study (FIS) and effective Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency (FEMA). The developer shall provide those drainage improvements which traverse or abut the proposed subdivision, where specified in the comprehensive plan. All cost for such improvements shall be paid by the developer, except where the City Manager shall determine that the improvements benefit other citizens more than that of the proposed subdivision and shall determine the equitable City participation in such improvements. Such city participation, or any appeal of such requirements, shall be approved by the City Council.

2. To protect health, safety and environmental quality, it shall be the policy of the City of Bastrop that no new development will be allowed within the one hundred-year floodplain, as delineated by the Federal Emergency Management Agency, unless a Letter of Map Revision (LOMR) is approved by FEMA, that compensating storage be provided for any floodplain encroachments, and that there is no significant rise in the base flood elevation. Undeveloped land within the floodplain may be used for agricultural purposes, be incorporated into adjacent lots outside of the floodplain, or set aside as private or public open space.

3. Development shall not increase stormwater runoff peak flow discharge or velocities over natural conditions, particularly on adjacent and downstream properties for the two-year, twenty-five-year or one hundred-year, twenty-four-hour storm events, unless a downstream assessment shows no impact to the downstream receiving stream. When preliminary drainage studies indicate that peak flows or velocities will be increased, then detention basins or other techniques shall be provided to reduce flows to natural conditions.

4. Development within the Gills Branch Watershed shall be required to limit post-developed 100-year, 24-hour design storm peak stormwater runoff discharges to not exceed pre-developed 25-year, 24-hour design storm peak stormwater runoff discharges. When the results of the required downstream drainage assessment indicate that receiving stormwater conveyance systems have less than a 25-year, 24-hour design storm capacity, developments shall be required to reduce 100-year, 24-hour design storm peak runoff discharges to not exceed the receiving stormwater conveyance system capacity as determined in the downstream drainage assessment.

5. The owner or developer of property to be developed shall be responsible for the conveyance of all storm drainage flowing through or abutting subject property. This responsibility includes the drainage directed to that property by prior development, future development of the watershed, as well as the drainage naturally flowing through the property.

6. The subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements.

7. The Planning and Zoning Commission shall not recommend for approval any plat of a subdivision which does not make adequate provisions for stormwater or floodwater runoff channels or basins. Drainage provision shall ensure the health and safety of the public and the property in times of flood.

8. Where the improvement or construction of a storm drainage facility is required along a property line common to two (2) or more owners, the owner hereafter proposing development or use of their property, shall be responsible for all the required improvements on either side of the common property line, regardless of ownership, at the time of development, including the dedication by the legal owner(s) of all necessary

rights-of-way or easements, to accommodate the construction and maintenance of improvements.

9. Where a property owner proposes development or use of only a portion of their property, provision for storm drainage shall only be required in that portion of the property proposed for immediate development or use, except as construction or improvements of a drainage facility outside that designated portion. However, future development runoff should be considered in the design of the proposed development.
10. The owner or owners shall dedicate to the City the required drainage easements and/or rights-of-way to contain the drainage improvements or surface water flows. Determination of minimum easements and/or rights-of-way required shall be made by the City Engineer.
11. The responsibility of the owner or developer shall extend to provision of adequate drainage improvements to accommodate the full effects of the development of their property. Such drainage improvements shall prevent a diversion, impounding or increase of the natural flow of surface waters caused by the development of the property from damaging the property of another. The term "natural flow" as used herein is meant to describe the conditions existing downstream of the property prior to and after the proposed development. Such improvements may be on-site or off-site, or a combination of both, and shall be made at the expense of the owner or developer. Such drainage improvements shall be a condition of plat approval.
12. Inundation by a One-Percent Probability (100-Year Frequency) Storm: Any water course, whether natural or manmade, shall have provision to accommodate the rainfall runoff generated by a 100-year frequency storm such that there is no loss of, or be detrimental to, property or to create an undue inconvenience to the public.
    a. Any watercourse with a contributing drainage area greater than ten (10) acres, whether natural or manmade, shall have provision to accommodate the rainfall runoff generated by a one hundred (100) year frequency storm such that there is no loss of, or be detrimental to, property or to create an undue inconvenience to the public.
    b. Delineation of the limits of areas subject to inundation by a one hundred (100) year frequency storm shall be shown on a drainage plan and shall be based on detailed hydrologic and hydraulic computations prepared by a Registered Professional Engineer of the State of Texas. Effective FEMA floodplain information shall be shown when available.
    c. Easements shall be provided to contain areas inundated by a one hundred (100) year frequency storm along natural and manmade drainage ways and any additional width necessary to provide sufficient ingress and egress for maintenance purposes.
    d. A grading plan shall be prepared for each subdivision, by a Registered Professional Engineer of the State of Texas, and show in sufficient detail grading of all roads, streets, drainage structures, channels, swales, or other drainage related features and

provide minimum finished floor elevations, based on an acceptable elevation datum, for proposed structures to assure no inundation of such structures by the rainfall run-off by a 100-year frequency storm. All buildings shall have a minimum finished floor elevation of two feet (2') above the base flood elevation water surface elevation generated by a 100-year frequency storm, or as stipulated in the City of Bastrop's Flood Damage Prevention Regulations, whichever is greater.

C. Definitions

Applicant means the owner of land proposed to be subdivided, or their representative when written consent is obtained from the legal owner of the premises. The terms "applicant," developer," and "subdivider" are used interchangeably in these rules, regulations and procedures.

Benchmark, Elevation. A permanent benchmark that identifies the vertical elevation above mean sea level or other approved level.

Best Management Practice or "BMP means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.

Capital improvements means facilities of a permanent nature, such as streets, drainage, sanitary sewer, etc.

Channel sinuosity equals the length between two points on the channel thalweg divided by the straight-line distance.

City or The City shall mean the City of Bastrop, Texas.

City Council means the City Council of the City of Bastrop, Texas.

City Engineer shall mean a registered engineer or their representative employed by the City and shall not be employed by the developer/subdivider without prior approval of the City Council. "City Engineer." The person designated by the city manager to review engineering aspects of projects located within the city.

City inspector means the person designated by the city manager to provide inspection services for public improvements or buildings.

City manager means the person duly approved by the city council and charged with the responsibility of administering the city's various departments.

City Secretary shall mean the City Secretary of the City of Bastrop or the authorized representative of the secretary.

Common area means an area or facility that is owned jointly by the owners within the subdivision and/or members of the property-owners association. Common areas include, but are not limited to, private parks, community buildings and screening walls.

Comprehensive plan means the comprehensive plan of the city of Bastrop, Texas, as adopted by the city council of the city of Bastrop, Texas.

Construction plans means the maps or construction drawings accompanying a subdivision plat that show the specific location and design of all required or proposed improvements to be installed in the subdivision.

Design storm means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall.

Detention pond means a pond or impoundment designed to store stormwater runoff for controlled release during or immediately following the storm event.

Developer means an individual, partnership, corporation, or governmental entity undertaking the subdivision or improvement of land and other activities covered by the subdivision ordinance or the design standards and criteria, including the preparation of a subdivision plat showing the layout of the land and the public improvements involved therein. The term "developer" is intended to include the term "subdivider" even though personnel in successive stages of a project may vary.

Developer's agreement means a written contractual agreement between the city and the developer establishing the terms and conditions for approval and acceptance of the public improvements required for a development.

Drainage plan means an engineering study evaluating stormwater runoff and flows that recommends drainage improvements necessary to comply with design standards adopted by the city.

Easement means an interest in land granted to the city, to the public generally, and/or to a private or public utility corporation for installing and/or maintaining public facilities or utilities.

Easement, Drainage. "Drainage easement" means an easement created for conveying stormwater across property either on the surface or in an underground system. A drainage easement entitles the city to make necessary improvements within the easement to adequately convey stormwater.

Engineer means a person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering.

Erosion means the process by which the land’s surface is worn away by the action of wind, water, ice or gravity.

Erosion control means structural and nonstructural techniques to prevent the erosion and sedimentation of soil from rainfall and/or runoff.

Extraterritorial Jurisdiction (ETJ) shall mean that area adjacent to the city limits of the City over which the City is authorized to control, among other things, subdivision as prescribed or defined by law.

Final plat means the one official and authentic map of any given subdivision of land prepared from actual field measurement and staking of all identifiable points by a surveyor with the subdivision location references to a survey corner or other established reference and all boundaries, corners and curves of the land division sufficiently described so that they can be reproduced without additional references. Angular measurements and bearings shall be accurate to the nearest tenth of a foot. The final plat of any lot, tract, or parcel of land shall be recorded in the Plat Records of Bastrop County, Texas.

Floodplain means an area identified by the Federal Emergency Management Agency as possibly being flood-prone at or below the base flood elevation (one hundred-year floodplain, or one-percent probability flood event). The issuance of building permits for construction of any structure within such floodplain is regulated by a separate specific ordinance governing the safeguards, preventing actions against flooding, types of uses permitted in flood-prone areas, etc.

Floodway means the channel of a river of other water course and the adjacent land areas that must be reserved to discharge the base flood as defined by the Federal Emergency Management Agency without cumulatively increasing the water surface elevation more than one foot.

Floodway fringe means the area within the floodplain but outside of the floodway.

Geotechnical testing means testing by a qualified professional testing laboratory to determine the engineering characteristics of soil, rock and/or fill material.

Greenbelt means an open space area consisting of primarily natural features, that may be in a floodplain or along a creek channel or be used as a buffer between land uses or be used as an open space linkage between various land uses.

Homeowners Association shall mean an incorporated or unincorporated association that is designated as the representative of the owners of the property in the Suburban Subdivision that: (1) has a membership primarily consisting of the owners of the property covered by the dedicatory instrument for the Suburban Subdivision, and (2) manages and/or regulates the Suburban Subdivision for the benefit of the owners of property in the subdivision.

Impervious surface means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious.

In-fill area means an undeveloped area of land located within existing development or which adjacent properties on at least three sides are developed or in public rights-of-way, as determined by the City Engineer.

Infiltration means the entry of precipitation or runoff into or through the soil.

Infiltration system means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal

infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.

Infrastructure means facilities needed to sustain manufacturing, residential, commercial and all other land use activities. Infrastructure includes water lines, sewer lines, and other utilities, streets and roads, communications, and public facilities, such as fire stations, parks, schools, and other similar type uses.

iSWM ™" means the Integrated Storm Water Management Design Manual ™ as published by the North Central Texas Council of Governments and as modified and adopted by the city of Bastrop.

Land development activity means any construction related activity that results in the addition or replacement of impervious surfaces such as rooftops, roads, parking lots, and other structures. Measurement of areas impacted by land development activity includes areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan.

Land disturbing construction activity means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

Land use plan means part of comprehensive plan showing future land use.

Landscape plan means a plan showing the proposed landscape improvements to be made on a site.

Lot of Record means any unplatted tract of land whose boundaries have not been changed since April 20, 1981.

Low Impact Development (LID) means an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible.

Pervious surface means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

Plat means the map, drawing, chart, or plan showing the exact layout of a subdivision into lots, block, streets, parks, school sites, drainage ways, easements and/or any other element required by this chapter which a subdivider shall submit for approval in accordance with this chapter. It shall include plan, plat or replat, both singular and plural.

Policy means a statement or document which has been enacted by the governing body of the city that forms the basis for enacting legislation or making decisions.

Pre-development condition means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

Preliminary plat means a formal document showing the detailed concept of the subdivision, presented with the required accompanying material to the Planning and Zoning Commission for approval. The graphic expression of the proposed overall plan for subdividing, improving and developing a tract shown by superimposing a scale drawing of the proposed land division on a topographic map and showing existing and proposed drainage features and facilities street layout and direction of curb flow, and other pertinent features with notations sufficient to substantially identify the general scope and detail of proposed development.

Public facilities mean any facilities authorized or franchised by the city for the public welfare, usually including public utilities, governmental buildings and public schools.

Public facilities system: The water, wastewater, roadway, drainage or parks facilities owned or operated by or on behalf of the city to provide services to the public, including existing and new developments and subdivisions.

Public improvements mean facilities such as streets or drainage systems which are dedicated for public use.

Public infrastructure improvement: a water, wastewater, roadway, drainage or park facility that is part of one or more of the city's public facilities systems.

Public open space easement means an easement that restricts construction or plantings so that open space and/or sight visibility is maintained.

Public utility and storm sewer easement means an easement upon a private street not having the same width as the lot which is intended to contain a privately owned and maintained pavement as well as publicly owned and maintained water lines, sanitary sewer lines, storm sewers and such other utility or franchise infrastructure as can be reasonably accommodated.

Responsible party means any entity holding fee title to the property.

Retention pond means a pond or other impoundment designed to store stormwater runoff permanently.

Right-of-way means lands dedicated to the public for use as a street, alley or crosswalk.

Runoff means stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

Site means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.

Sketch plat means a sketch drawing of initial development ideas superimposed on a topographic map to indicate generally the plan of development and to serve as a working

base for noting and incorporating suggestions of the staff, City Engineer, utilities or others who are consulted prior to the preparation of the preliminary plat.

Steep slope means areas that contain slopes over fifteen percent grade and are characterized by increased runoff and erosion hazards.

Stormwater management plan means a comprehensive plan designed to reduce the discharge of pollutants from stormwater after the site has under gone final stabilization following completion of the construction activity.

Subdivision shall mean the division of any lot, tract or parcel of land into two or more parts to lay out a subdivision of the tract, including an addition to the City or its extraterritorial jurisdiction, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts. A division of a tract under this subsection includes a division regardless of whether it is made by using metes and bounds descriptions in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. Each subdivision shall be classified as a rural or standard subdivision. Subdivision includes resubdivision and one-lot plats.

TR-55 means the United States Department of Agriculture, Natural Resources Conservation Service (previously Soil Conservation Service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986.

SECTION 2
STORMWATER MANAGEMENT POLICY

SECTION 2 - STORMWATER DRAINAGE POLICY

A. Stormwater Drainage Design Goals and Objectives

Drainage shall be designed for two goals (streambank protection and flood mitigation), to be evaluated by three storm events for projects with more than 10,000 square feet of land disturbance or the net addition of 5,000 square feet of impervious surface, as shown in Table 2-1.

Table 2-1. Design Storm Events

Storm Event Name	Storm Event Description
"Streambank Protection"	2-year, 24-hour storm event
"Conveyance"	25-year, 24-hour storm event
"Flood Mitigation"	100-year, 24-hour storm event

1. Streambank Protection: Increased peak flows from urban runoff can increase erosion from more frequent bank full flows. Streambank protection can be provided by minimizing increases the 2-year, 24-hour storm event by reducing the controlled release of water of the 2-year, 24-hour storm over 24 hours from the site. Reinforcing or stabilizing streambanks downstream may also be used in limited circumstances. A downstream assessment will be required.
2. Flood Mitigation and Conveyance: To protect citizens and property from flooding, increases in the 100-year, 24-hour storm event must be controlled. Flood mitigation can be met by limiting discharges from the site to no more than under pre-development conditions, or by providing adequate conveyance of the 100-year flows downstream of the site. A downstream assessment will be required. Protection during the Conveyance storm event (25-year, 24-hour storm) is designed to minimize localized flooding of streets, sidewalks and property. As stated in Section 1.A.4 of this document, development within the Gills Branch Watershed shall be required to limit post-developed 100-year, 24-hour design storm peak runoff discharges to not exceed pre-developed 25-year, 24-hour design storm peak runoff discharges.

B. Stormwater Drainage Design Process

1. Preliminary Conference and Concept Plan Review.

   a. Preliminary Conference. Prior to the official filing of a preliminary plat, the subdivider should consult with and present a proposed plan (concept plant) of subdivision to the Director of Planning for comments and guidance of the procedures, specifications, and standards required by the city for the subdivision of land.

   b. Before submitting the regulating and conceptual site drainage plan, the applicant should discuss with the planning staff and City Engineer the procedure set for the adoption of a subdivision plat and the requirements of the "Design Standards," the iSWM ™ Design Manual and of any pertinent city ordinances. Planning staff and City Engineer shall also advise the applicant of existing conditions which may affect the proposed subdivision, such as existing or proposed streets, adjacent subdivisions or properties, floodplain and drainage, sewage, fire protection, reservation of land, and similar matters, referring the applicant to the proper agencies if services are not provided by the city.

   c. Concept Plan Review. Concept plan review will normally be accomplished by submission of supporting plan material and a conference with the Director of Planning.

      (1) Three (3) copies of the Concept Plan

      (2) Two (2) copies of the Site Analysis and Conceptual Site Drainage Plan, in accordance with the requirements described below.

2. Site Analysis: Using field and mapping techniques approved by the City Engineer, the developer's engineer shall collect and review information on the existing site conditions and map the following features:

   a. Topography

   b. Drainage patterns and basins

   c. Intermittent and perennial streams on-site and off-site that contribute or receive water from the site

   d. Soil types and their susceptibility to erosion

   e. Property lines, adjacent areas and easements

   f. Wetlands and critical habitat areas

   g. Boundaries of wooded areas and tree clusters (tree survey)

   h. Existing FEMA floodplain and floodway boundaries and base flood elevations

   i. Ground cover and vegetation, particularly unique or sensitive vegetation areas to be protected during development

   j. Existing development

k. Existing stormwater facilities on-site and off-site that will receive discharges from the proposed development

l. Steep slopes

m. Required buffers and setbacks along waterbodies

n. Proposed stream crossing locations

3. Conceptual Drainage Plans

Based on the Site Analysis, the design engineer should prepare a Conceptual Drainage Plan for the proposed site layout to give the developer and the City Planning and Engineering staff an initial look at the project. This plan will typically be submitted along with the Concept Plan. A copy of the Concept Drainage Plan submittal checklist is included within Appendix A. The Design engineer should typically follow the following steps:

a. Use applicable light-imprint development (LID) techniques to develop the site layout, including:

(1) Preserving the natural feature conservation areas defined in the site analysis

(a) Preserve undisturbed natural areas

(b) Preserve riparian buffers

(c) Avoid floodplains

(d) Avoid steep slopes

(e) Minimize siting on porous or erodible soils

(2) Use lower impact site design techniques

(a) Fit design to the terrain

(b) Locate development in less sensitive areas

(c) Reduce limits of clearing and grading

(d) Use open space development

(e) Consider creative designs

(3) Reducing impervious surface areas

(a) Reduce roadway lengths and widths

(b) Reduce building footprints

(c) Reduce the parking footprint

(d) Use fewer or alternative cul-de-sacs

(e) Create parking lot stormwater “islands”

(4) Preserving and using the natural drainage system wherever possible

(a) Use buffers and undisturbed areas

(b) Use natural drainage ways instead of storm sewers

(c) Use vegetated swale instead of curb and gutter

(d) Drain rooftop runoff to pervious areas

While implementation of LID techniques is not mandated, the developer is strongly encouraged to consider the above-referenced LID techniques.

b. Calculate conceptual estimates for the design requirements for the 2-year 24-hour storm volume, 25-year 24-hour storm volume and 100-year, 24-hour storm volume events.

c. Determine any appropriate temporary and permanent structural stormwater controls and identify potential locations on the site.

4. Preliminary Drainage Plans

This step builds on the data developed in the Conceptual Drainage Plan by ensuring that requirements and criteria are met, opportunities have been taken to minimize adverse effects of the development and providing more detail. The preliminary Drainage Plan will be submitted along with the Preliminary Plat and shall consist of maps, plan sheets, narrative and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater system. A copy of the Preliminary Drainage Plan submittal checklist is included within Appendix A.

5. Final Drainage Plans

The final Drainage Plan and Construction Plans shall be submitted to the City Engineer along with the Final Plat or site development plan prior to any construction activities. A copy of the Final Drainage Plan submittal checklist is included within Appendix A.

6. Operations and Maintenance Plan

An Operations and Maintenance Plan shall be submitted along with the Final Drainage Plans to clearly state which entity has responsibility for the operation and maintenance of temporary and permanent stormwater controls and drainage facilities to ensure that they will function in the future. The O&M plan shall include, but not be limited to:

a. Responsible party for all facilities and tasks in the plan

b. Inspection and maintenance requirements

c. Maintenance of permanent stormwater controls and drainage facilities during construction

d. Cleaning and repair of permanent stormwater controls and drainage facilities before transfer of ownership

e. Frequency of inspections for the life of the permanent facility

f. Funding source for long-term maintenance

g. Description of maintenance tasks and frequency

h. Access and safety issues

i. Maintenance easements

j. Any required maintenance agreements, reviewed and approved by the City (sample maintenance agreement provided in Appendix A)

k. Testing and disposal of sediments

l. Projected lifespan of structures and required replacement intervals and cost

C. Stormwater Drainage Design Criteria

1. Hydrologic Methods: For general guidance on drainage calculation, the design engineer should use the integrated Storm Water Manual, Hydrology Technical manual (http://iswm.nctcog.org/technical_manual.asp). The design engineer may use any of the empirical hydrologic methods shown in Table 2-2, subject to the limitations indicated.

2. Hydrologic design procedures shall conform to the following methods where appropriate and shall assume a fully developed watershed upstream of the proposed development. It may be assumed that the undeveloped area will be developed under the same regulations.

   a. T.R. 55, as prepared by SCS, may be used for drainage areas not exceeding two thousand (2,000) acres and with the criteria defined therein.

   b. For drainage areas exceeding two thousand (2,000) acres, either of the following methods is acceptable:

      (1) "Computer Program for Project Formulation-Hydrology" distributed by SCS through Technical Release No. 20 (SCS-TR-20).

      (2) Hydraulic Engineering Center, U.S. Army Corp of Engineers' Flood Plain Hydrologic Program (HEC1).

3. Rainfall Estimation

   Rainfall estimates should be based on published values in the National Oceanic and Atmospheric Administration (NOAA) Atlas 14, Volume 11: Precipitation-Frequency Atlas of the United States. Rainfall intensity shall be computed using the following Intensity-Duration-Frequency (IDF) equation and coefficients.

$$i = b/(t+d)^e$$

   where:

   i = rainfall intensity (inches per hour)

   t = rainfall duration (minutes) or time of concentration

   b, d and e = parameters found in Table 10-9 below

   Rainfall intensities for Bastrop Depth-Duration-Frequency (DDF) values are provided in Table 2-3 below.

   Time of concentration can be calculated by the nomograph or the equation in the iSWM Technical Manual but must remain within the ranges in Table 2-4.

4. Rational Method: For sizing of stormwater conveyance systems with drainage areas less than 100 acres and situations where reflecting storage volume routing effects is not

necessary, the Rational Method is acceptable. To determine the runoff rates for the various areas, the standard rational method may be used. The Rational Formula is expressed as follows:

$$Q = CIA$$

where:

Q = maximum rate of runoff (cfs)
C = runoff coefficient representing a ratio of runoff to rainfall
I = average rainfall intensity for a duration equal to the t_c (in/hr)
A = drainage area contributing to the design location (acres)

Table 2-2. Constraints on Using Recommended Hydrologic Methods

Method	Size Limitations[1]	Comments
Rational	0 – 100 acres	Method can be used for estimating peak flows and the design of small site or subdivision storm sewer systems.
Modified Rational[2]	0 – 200 acres	Method can be used for estimating preliminary runoff volumes for storage design. Final storage sizing and design shall use Unit Hydrograph (SCS) Method.
Unit Hydrograph (SCS)[3]	Any Size	Method can be used for estimating peak flows and hydrographs for all design applications.
Unit Hydrograph (Snyder's)[4]	1 acre and larger	Method can be used for estimating peak flows and hydrographs for all design applications.
TXDOT Regression Equations	10 to 100 Sq. Miles	Method can be used for estimating peak flows for rural conveyance design applications.
USGS Regression Equations	3 to 40 Sq. Miles	Method can be used for estimating peak flows for urban conveyance design applications.

[1] Size limitation refers to the drainage basin for the stormwater management facility (e.g., culvert, inlet).
[2] Where the Modified Rational Method is used for conceptualizing, the engineer is cautioned that the method could underestimate the storage volume.
[3] This refers to SCS routing methodology included in many readily available programs (such as HEC-HMS or HEC-1) that utilize this methodology.
[4] This refers to the Snyder's methodology included in many readily available programs (such as HEC-HMS or HEC-1) that utilize this methodology.

Table 2-3. IDF Coefficients for Bastrop

	2 year	5 year	10 year	25 year	50 year	100 year
e	0.841	0.814	0.805	0.793	0.786	0.784
b	67	77	87	100	113	130
d	13.3	11.5	11.1	10.8	10.8	11.3

Source: TxDOT, 2015. New Rainfall Coefficients, Research Report 0-6824

Table 2-4. Rainfall Depth (in inches) for Bastrop by Duration and Recurrence Frequency

Tc(min)	2-year	5-year	10-year	25-year	50-year	100-year
10	0.86	1.07	1.24	1.48	1.67	1.85
15	1.08	1.34	1.56	1.85	2.07	2.30
30	1.53	1.89	2.19	2.59	2.89	3.20
60	2.00	2.50	2.90	3.46	3.87	4.30
120	2.47	3.14	3.71	4.52	5.15	5.83
180	2.74	3.53	4.22	5.22	6.03	6.90
360	3.22	4.20	5.10	6.43	7.54	8.78
720	3.68	4.84	5.94	7.60	9.02	10.60
1440	4.17	5.51	6.81	8.81	10.50	12.60

Design storm depth for given Annual Recurrence Interval in inches. 60 min. = 1 hr.; 120 min. = 2 hrs.; 180 min. = 3 hrs.; 360 min. = 6 hrs.; 720 min. = 12 hrs.;1440 min. = 24 hrs.]

Table 2-5. Time of Concentration Ranges

Land Use	Minimum (minutes)	Maximum (minutes)
Residential Development	10	30
Commercial and Industrial	10	25
Central Business District	10	15

Runoff coefficients in Table 2-6 must be used, unless otherwise authorized by the City Engineer.

The coefficients given in Table 2-6 above are applicable for storms with return periods less than or equal to 10 years. Less frequent, higher intensity storms may require modification of the coefficient because infiltration and other losses have a proportionally smaller effect on runoff (Wright-McLaughlin Engineers, 1969). The adjustment of the Rational Method for use with major storms can be made by multiplying the right side of the Rational Formula by a frequency factor C_f. The modified Rational Formula now becomes:

$$Q = C_f CIA$$

Table 2-6. Recommended Runoff Coefficient Values

Description of Area	Runoff Coefficients (C)
Lawns:	
Sandy soil, flat, 2%	0.10
Sandy soil, average, 2 - 7%	0.15
Sandy soil, steep, > 7%	0.20
Clay soil, flat, 2%	0.17
Clay soil, average, 2 - 7%	0.22
Clay soil, steep, > 7%	0.35
Agricultural	0.30
Forest	0.15
Streams, Lakes, Water Surfaces	1.00
Business:	
Downtown areas	0.95
Neighborhood areas	0.70
Residential:	
Single Family (1/8 acre lots)	0.65
Single Family (1/4 acre lots)	0.60
Single Family (1/2 acre lots)	0.55
Single Family (1+ acre lots)	0.45
Multi-Family Units, (Light)	0.65
Multi-Family, (Heavy)	0.85
Commercial/Industrial:	
Light areas	0.70
Heavy areas	0.80
Parks, cemeteries	0.25
Playgrounds	0.35
Railroad yard areas	0.40
Streets:	
Asphalt and Concrete	0.95
Brick	0.85
Drives, walks, and roofs	0.95
Gravel areas	0.50
Graded or no plant cover:	
Sandy soil, flat, 0 - 5%	0.30
Sandy soil, flat, 5 - 10%	0.40
Clayey soil, flat, 0 - 5%	0.50
Clayey soil, average, 5 - 10%	0.60

Table 2-7. Frequency Factors for Rational Formula	
Recurrence Interval (years)	**C_f**
10 or less	1.0
25	1.1
50	1.2
100	1.25

The C_f values that can be used are listed in Table 2-7. The product of C_f times C shall not exceed 1.0.

5. Unit Hydrograph Methods:

   The U.S. Soil Conservation Service (now called National Resources Conservation Service) unit hydrograph methods are acceptable for any size drainage area and are required for design of stormwater conveyance measures that have drainage areas larger than 100 acres. Unit hydrograph methods shall be used for design of all stormwater storage measures (detention basins). The engineer can propose to use other hydrologic methods but must have their use approved by the City Engineer. Details of the methodology can be found in the *SCS National Engineering Handbook, Section 4, Hydrology* or in the iSWM Technical Manual.

   Detention ponds shall be designed using SCS unit hydrograph methods. The engineer can propose to use other hydrologic methods but must have their use approved by the City Engineer.

   When unit hydrograph methods for computing runoff are proposed, the following NOAA Atlas 14 rainfall depths shall be used, applying the appropriate NOAA Atlas 14 temporal rainfall distributions:

Design Storm	2-year	5-year	10-year	25-year	50-year	100-year	500-year
24-hour depth (in)	4.17	5.51	6.81	8.81	10.50	12.60	18.50

   The appropriate hydrologic soil group must be obtained from the SCS Soil Survey for Bastrop County for the soils that comprise the watershed. Runoff Curve Numbers can then be obtained from Table 2-8.

   When a drainage area has more than one land use, a composite curve number can be calculated and used in the analysis. It should be noted that when composite curve numbers are used, the analysis does not account for the location of the specific land uses but sees the drainage area as a uniform land use represented by the composite curve number.

Table 2-8. Runoff Curve Numbers[1]

Cover Description		Curve numbers for hydrologic soil groups			
Cover type and hydrologic condition	*Average percent impervious area[2]*	**A**	**B**	**C**	**D**
Cultivated Land:					
Without conservation treatment		72	81	88	91
With conservation treatment		62	71	78	81
Pasture or range land:					
Poor condition		68	79	86	89
Good condition		39	61	74	80
Meadow:					
Good condition		30	58	71	78
Wood or forest land:					
Thin stand, poor cover		45	66	77	83
Good cover		25	55	70	77
Open space (lawns, parks, golf courses, cemeteries, etc.)[3]					
Poor condition (grass cover < 50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved; curbs and storm drains (excluding right-of-way)		98	98	98	98
Paved; open swales (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Urban districts:					
Commercial and business	85%	89	92	94	95
Industrial	72%	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town house)	65%	77	85	90	92
1/4 acre	38%	61	75	83	87
1/3 acre	30%	57	72	81	86
1/2 acre	25%	54	70	80	85
1 acre	20%	51	68	79	84
2 acres	12%	46	65	77	82
Developing urban areas and newly graded areas (previous areas only, no vegetation)		77	86	91	94

[1] Average runoff condition, and $I_a = 0.2S$

[2] The average percent impervious area shown was used to develop the composite CNs. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. If the impervious area is not connected, the SCS method has an adjustment to reduce the effect.

[3] CNs shown are equivalent to those of pasture. Composite CNs may be computed for other combinations of open space cover type.

SECTION 3
STORMWATER MANAGEMENT PRACTICES

SECTION 3 - STORMWATER DRAINAGE PRACTICES

A. Downstream Assessments

In evaluating controls for streambank protection and flood mitigation, the downstream effects of the development must be evaluated. The assessment should extend from the outfall of the proposed development to a point downstream where the discharge no longer has a significant impact on the receiving stream or storm drain system, known as the zone of influence. Generally, the zone of influence is the stream length between the outfall and a point where the drainage area controlled by the detention or storage facility comprises ten percent (10%) of the total drainage area. The downstream assessment should include:

1. Hydrologic analysis of the pre- and post-development on-site conditions
2. Drainage path which defines the extent of the analysis
3. Capacity analysis of all existing constraint points along the drainage path
4. Off-site undeveloped areas are considered as “full build-out” for both the pre- and post-development analyses
5. Evaluation of peak discharges and velocities for the following design storm events:
    a. Streambank protection storm (2-year, 24-hour storm)
    b. Conveyance storm (25-year, 24-hour storm)
    c. Flood mitigation storm (100-year, 24-hour storm)
6. Assessment of whether the post-development discharges are greater than the predevelopment discharges, whether the post-development velocities are greater than the predevelopment velocities; and whether the post-development velocities are greater than the allowed velocities for the receiving system.

After starting with a simple drainage area analysis using a topographic map, the zone of influence may need to be adjusted after running the pre- and post-development peak flows and velocities.

If it is shown that no peak flow increases occur downstream, and post-development velocities are acceptable, then control of the flood mitigation storm volume may be waived by the City Engineer. If peak discharges are increased by development, then an on-site structural stormwater control facility must be designed such that the post-development flows do not increase the peak flows, and the velocities are not erosive.

Note that for all land development occurring within the Gills Branch Watershed, post-developed peak runoff discharges for a 100-year, 24-hour design storm shall not exceed the pre-developed peak runoff discharges for a 25-year, 24-hour design storm.

Where it is anticipated that additional runoff incidental to the development of the subdivision will overload an existing downstream drainage facility, whether natural or manmade, the Planning and Zoning Commission may withhold approval of the subdivision until appropriate provision has been made to accommodate the problem, and plans shall be provided which include all necessary off-site improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc.

In areas where downstream pipes or channels are inadequate to handle proposed increased flows, the city, as one alternative, may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from their development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the Planning and Zoning Commission is required with special notice to the adjacent property owners.

B. Streambank Protection

If the Downstream Assessment shows that the proposed project does not exceed acceptable downstream velocity or the downstream conditions are improved to adequately handle the increased velocity, then no additional streambank protection is required. If velocities exceed the allowable velocities, then one or more of the following options are required:

1. Option 1: Reinforce or stabilize downstream conditions using stone riprap, gabions, and/or bioengineered methods. Additional easements downstream may be required and conformance with Corps of Engineers permits is required.
2. Option 2: install Stormwater Controls to maintain existing Downstream Conditions to reduce post-development discharges at or below allowable velocity limits.
3. Option 3: Control the release of the 2-year, 24-hour storm to provide twenty-four hours of extended detention.

C. Flood Mitigation

When the downstream assessment shows an increase in peak flood discharges, the developer must address downstream flood mitigation using one of the following three options:

1. Option 1: Provide adequate downstream conveyance systems,
2. Option 2: Install stormwater controls to maintain existing downstream conditions by providing detention designed and constructed so that there is no increase in downstream peak discharges or water surface elevations resulting from the development.

3. Option 3: In lieu of a downstream assessment, maintain existing on-site runoff conditions by providing detention that limits runoff from the development site to pre-development conditions. For many developments, the results of a downstream assessment may show that significantly less flood mitigation is required, as well as reducing the potential of exacerbating downstream flooding resulting from the timing of flood peaks. The developer must confirm that providing detention does not exacerbate peak flows in downstream reaches.

SECTION 4
STORMWATER FACILITY DESIGN STANDARDS

SECTION 4 - STORMWATER FACILITY DESIGN STANDARDS

A. General

1. Drainage facilities shall be provided and constructed as specified by the City Engineer. Hydraulic design procedures shall conform to the following methods where appropriate. The methodology selected is a function of the complexity of the hydraulic design and may use the following methods (or others if approved by the City Engineer).

   a. Urban Hydrology for Small Watersheds, Technical Release No. 55 as prepared by the Soil Conservation Service, U. S. Department of Agriculture and hereinafter referred to as T.R. 55,

   b. Hydraulic Manual prepared and compiled by the Texas Department of Transportation Bridge Division.

   c. Integrated Storm Water Manual, Hydraulics Technical Manual (http://iswm.nctcog.org/technical_manual.asp).

   d. Manning's Equation for computing normal depths for flows confined to uniform cross-sections with free surface flow.

   e. The Hydraulic Gradient Method shall be used for closed conduit systems flowing full.

   f. The HEC-RAS, Flood Plain Hydraulics, developed by the U.S. Army Corps of Engineers will be used for non-uniform channel design or analysis and back water surface profiles.

   Notwithstanding, all designs shall be in accordance with good engineering practices and are not to be limited to minimum criteria when it is deemed necessary for the welfare or safety of the public to implement more stringent requirements or criteria.

2. Approval of storm drain facilities necessary and construction requirements shall be the responsibility of the City Engineer. Where there is a question as to the justification of size of the facility required, the question will be resolved in favor of additional drainage capacity.

3. All drainage structures shall be designed to convey the design storms specified and in such a manner that no ponding, pooling, erosion, sedimentation or other adverse condition would be created.

4. All storm sewers, inlets, head walls and manholes in the drainage system shall be designed and built in accordance with the current City of Bastrop Construction Standards.

5. All drainage facilities shall be constructed on public right-of-way or easements dedicated for the purpose. Drainage easements shall be of a sufficient size to permit access for maintenance of the drainage facility. The easement shall be designed to facilitate maintenance access to the drainage channel by city crews and equipment. Additional easements shall be required at any access points and the access points shall be

designed to restrict access by unauthorized personnel. An access point will typically be required at every intersection of the drainage easement with street right-of-way.

6. When a drainage channel or storm drain pipe, culvert or bridge is proposed, calculations shall be submitted showing basis for design and completed plans, profiles and specifications shall be submitted, showing complete construction details and detailed cost estimate.

7. All drainage improvements shall be designed to an acceptable outfall as approved by the City Engineer.

8. Off-Site Drainage.

   a. Adequate consideration shall be given by the owner in the development of property to determine how the discharge leaving the proposed development will affect adjacent property.

   b. On lots or tracts of three acres or more where storm water runoff has been collected or concentrated, it shall not be permitted to drain onto adjacent property except in existing creeks, channels or storm sewers unless proper drainage easements or notarized letters of permission from the affected property owners are provided. Such letters of permission shall be recorded in the property records of Bastrop County.

B. Streets and Roads

Streets may be used for conveyance of surface runoff within the following standards:

1. Streets and Right-of-Way: Depth in the street shall not exceed top of curb or maximum flow spread limits for the conveyance storm (25-year storm), or no more than 6 inches of depth at the edge of pavement. The flood mitigation storm (100-year storm) shall be contained within the rights-of-way or drainage easements.

2. Flow Spread Limits: Inlets shall be spaced so that the spread of flow in the street for the conveyance storm (25-year) shall not exceed the guidelines listed in Table 4-1 below, as measured from the gutter or face of the curb:

Table 4-1. Flow Spread Limits

Street Classification	Allowable Encroachment
Collectors, Arterial, and Thoroughfares (greater than 2-lanes)	• 8 feet or one travel lane, both sides for a divided roadway
Local Residential Streets	• Curb depth or maximum 6 inches at gutter while keeping one 11-foot travel lane open

3. Where inlets are required, inlets shall be spaced so that the maximum travel distance of water in a gutter will not exceed six hundred (600) feet. Inlets will be sized using an allowable capacity of one (1) cubic foot per second of opening for a throat height of five (5) inches. Design of inlets shall conform to the City of Bastrop Construction Standards.

4. Parking Lots: Parking lots shall be designed for the conveyance storm (25-year) not to exceed top of curb with maximum ponding at low points of six inches and one (1) foot for the 25- and 100-year storm event, respectively. The flood mitigation storm (100-year) shall also be contained on-site or within dedicated easements.

5. Roadside Swales & Driveway Culverts

   a. Roadside drainage swales shall conform to the following:

      (1) Minimum grade - 0.5%

      (2) Maximum grade in sandy soils - 5%

      (3) Maximum grade in clay soils - 8%

      (4) All open swales, channels, bar ditches or other drainage ways shall have a minimum velocity of two feet per second.

      (5) Maximum velocities:

         (a) coarse sand - 4 feet per second

         (b) fine gravel - 6 feet per second

         (c) sandy silt - 2 feet per second

         (d) clay - 3.5 feet per second

         (e) grass-lined sandy silt - 6 feet per second

         (f) silt clay - 8 feet per second

         (g) poor rock (usually sedimentary) - 10 feet per second

         (h) soft sandstone - 8 feet per second

         (i) soft shale - 3.5 feet per second

         (j) good rock (usually igneous or hard metamorphic) - 12 feet per second

         (k) reinforced concrete lining - 15 feet per second

   b. Rock or riprap retards shall be used to control the erosive characteristics of drainage in roadside swales on steep slopes. Retards shall be designed to reduce drainage water velocity to an acceptable level and to prevent drainage water from encroaching on the driving surface. Retards shall not project onto shoulder surfaces and shall blend into ditch lines so that normal roadside ditch maintenance is possible.

   c. Roadside swales shall be designed to carry the 25-year event, provided that the 100-year event is maintained in the right-of-way or an easement and that 100-year storm flood depths do not exceed one foot within any portion of the roadway. Roadside swales (bar ditches) shall have a maximum front slope of 6:1 (horizontal: vertical). The maximum back-slope shall be 4:1 (horizontal: vertical). Exceptions to the slopes

may be made by the City's Engineer for unusual circumstances, provided slopes are adequate for maintenance, soil stability and traffic safety.

d. The design engineer shall calculate the culvert sizes for every lot within the subdivision and provide a table identifying each lot, culvert size and elevations. Corrugated metal pipe (CMP) is not an acceptable driveway culvert material.

e. The length of culvert pipe, where used, shall be sufficient to allow for driveway base width (including radius as applicable) plus three times the pipe diameter plus three feet (3'), but in any case, no less than twenty feet (20'). All driveway culvert ends shall be constructed with concrete safety end treatments.

f. Headwalls, catch basins or other culvert structures shall be designed in accordance with the drainage requirements of these specifications and the Typical Construction Details of the Texas Department of Transportation or these specifications whichever is applicable. No headwall, wingwall or other structural member shall protrude above the surface of the traveled roadway. Flush headwalls at three to one (3:1) maximum or flatter slopes are preferred for any culverts parallel to streets (driveways, etc.).

g. All special design of roadside ditches, retaining wall, etc., require the specific approval of the City.

h. All grass-lined drainage systems, including bar ditches shall be seeded per TxDOT ROW vegetation standards Item 164, and developer shall make provisions to establish vegetation per Storm Water Pollution Prevention Plan.

6. Drainage at Drive Approaches

a. Conveyance - Driveway installations requiring conveyance for storm drainage in roadside ditches shall be sized to provide adequate capacity to pass the 25-year storm event.

b. Dip-Type Driveways - Properly designed and installed dip-type driveway installations function better to pass roadside drainage with minimum scour damage to driveway and/or road shoulders or surface and are preferred where terrain will allow economical installation. Standard details are provided in the Bastrop County Construction Standards for both concrete and asphalt surfaces. Installation of dip-type driveways approved under these standards for subdivision development shall be the responsibility of the Developer. If the Developer does not wish to construct these driveways at the time the roadways and other improvements are constructed or prior to sale of lots, he must provide cash bond or performance bond in the amount of the driveway construction cost to the City prior, to approval of other subdivision improvements. Dip-type driveways may be allowed provided the design event flow can be accommodated. Dip-type driveways shall be constructed of six-inch concrete paving from the edge of pavement to the property line. Such driveways shall not exceed a slope of 0.5' over a distance of 10 feet.

c. Culvert Pipe Driveway Installations - Installation of culvert pipe driveway entrances for subdivision development approved under these standards shall be the responsibility of the Developer. If the Developer does not wish to construct these driveways at the time the roadways and other improvements are constructed, he must provide a cash bond or performance bond to the City and/or County in the amount of the driveway construction cost prior to approval of other subdivision improvements.

(1) Culvert Pipe Length - The length of culvert pipe, where used, be sufficient to allow for driveway base width (including radius as applicable) plus three times the pipe diameter plus three feet (3'), but in any case, no less than twenty feet (20').

C. Storm Sewers

1. All storm sewers, inlets, manholes or junctions shall be designed in accordance to Texas Department of Transportation hydraulic criteria.

2. Design Frequency

a. Pipe Design: The conveyance storm (25-year) event within pipe with hydraulic grade line (HGL) below throat of inlets. In no case shall the system surcharge back through an inlet or inlets.

b. ROW and Easements: The flood mitigation storm (100-year) event must be contained within the ROW or easement.

3. Design Criteria

a. For ordinary conditions, storm drain pipes shall be sized on the assumption that they will flow full or practically full under the design discharge but will not be placed under pressure head. Capacity of storm sewers shall be determined by using Manning's formula based on hydraulic gradients rather than physical slope of the pipe.

b. The maximum hydraulic gradient shall not produce a velocity that exceeds 15 feet per second (fps). Table 4-2 shows the desirable velocities for most storm drainage design. Storm drains shall be designed to have a minimum mean velocity flowing full at 2.5 fps.

Table 4-2. Desirable Velocity in Storm Drains

Description	Maximum Desirable Velocity (feet per second)
Culverts (All types)	15
Storm Drains (Inlet laterals)	No Limit
Storm Drains (Collectors)	15
Storm Drains (Mains)	12

c. The minimum desirable physical slope shall be that which provides a minimum velocity of 2.5 feet per second.

d. If the hydraulic grade line elevation is less than one foot below ground elevation or gutter line for the design flow, adjustments are needed in the system to reduce the elevation of the hydraulic grade line.

e. Manholes: Manholes (inlets and junction boxes) shall be provided at all changes in grade or alignment of sewer intersections, and at a maximum of one thousand (1,000) feet on straight lines. Design of manholes shall conform to the current City of Bastrop Construction Standards, as periodically amended. Access manholes are required at intermediate points along straight runs of closed conduits. Table 4-3 gives maximum spacing criteria.

Table 4-3. Access Manhole Spacing Criteria

(HEC 22, 2001)

Pipe Size (inches)	Maximum Spacing (feet)
12-24	300
27-36	400
42-54	500
60 and up	600

f. Pipe: Pipe for storm drains shall be reinforced concrete pipe (RCP) in sizes as shown on the approved plans. The minimum size of the storm sewer shall be eighteen (18) inches and shall be reinforced concrete pipe minimum ASTM C76, Class III. Where, in the opinion of the City Engineer, added strength of pipe is needed for traffic loads over minimum cover or for excessive height of backfill, concrete pipe shall be ASTM C14 Extra Strength or ASTM C76, Class IV or Class V. Pipe shall have a minimum cover of not less than one (1) foot over the top of the pipe. Storm sewers will be required where subsurface conditions indicate a potential for seepage or underground flow as determined by the City Engineer. Alternate pipe materials may be used if the City Engineer determines they meet an equivalent or better performance criteria.

g. The developer may install an approved open channel in lieu of installing pipe larger than sixty inches. This open channel shall be at the rear of residential lots and shall be adequately armored with a material approved by the city (e.g., concrete, rock gabions, etc.). In the event it is necessary to locate the drainage facility adjacent to and parallel to a street, it shall be a closed conduit even though pipe sizes larger than sixty inches are required.

h. Outfalls: Whenever possible, outfalls from storm sewers and swales into natural drainage ways shall enter at the grade of the natural drainage channel. The engineer

will design drop-type outfall structures, or otherwise provide adequate protection against erosion.

D. Bridges and Culverts

1. For this Section, bridges are defined as cross drainage facilities with a span of 20 feet or larger.
2. Design of culvert and bridge structures shall conform to the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, latest revision. Culvert and bridge design loading and widths for roads and streets shall conform to the Texas Department of Transportation standards. Bridge widths shall conform to Design Standards for Farm to Market Roads, secondary roads division, TxDOT, or as directed by the City. Structures of this nature require the specific approval of the City. All street and road culverts shall be constructed of reinforced concrete box culverts or reinforced concrete pipe culverts.
3. Design Frequency for Bridges:
   a. Flood mitigation storm (100-year) for all bridges
4. Design Criteria for Bridges
   a. A freeboard of two feet shall be maintained between the computed design water surface and the low chord of all bridges.
   b. The contraction and expansion of water through the bridge opening creates hydraulic losses. These losses are accounted for by using loss coefficients. Table 4-4 gives recommended values for the Contraction (K_c) and Expansion (K_e) Coefficients.
5. For this Section, culverts are cross drainage facilities that transport runoff under roadways or other improved areas.
6. Culvert hydraulics shall be analyzed using Federal Highway Administration (FHWA) Hydraulic Design Series Number 5 (HDS-5) HYDRAULIC DESIGN OF HIGHWAY CULVERTS methods.
7. Box culverts shall conform to Texas Department of Transportation (TxDOT) design standards and details.

Table 4-4. Recommended Loss Coefficients for Bridges

Transition Type	Contraction (K_c)	Expansion (K_e)
No losses computed	0.0	0.0
Gradual transition	0.1	0.3
Typical bridge	0.3	0.5
Severe transition	0.6	0.8

Additional design guidance is in *Section 3.4 of the iSWM Hydraulics Technical Manual*.

8. Design Frequency for Culverts
   a. Culverts shall be designed for the flood mitigation storm (100-year) or in accordance with TxDOT requirements, whichever is more stringent. Consideration when designing culverts includes: roadway type, tailwater or depth of flow, structures, and property subject to flooding, emergency access, and road replacement costs. Culverts must convey the Conveyance Storm (25-year), and the headwater surface elevation shall not exceed the minimum road surface elevation. The headwater depth for a 100-year frequency storm shall not exceed one foot (1') over the minimum roadway surface elevation.
   b. The flood mitigation storm (100-year) shall be routed through all culverts to be sure building structures (e.g., houses, commercial buildings) are not flooded or increased damage does not occur to the highway or adjacent property for this design event.

9. Design Criteria for Culverts
   a. Velocity Limitations
      (1) The maximum velocity shall be consistent with channel stability requirements at the culvert outlet.
      (2) The maximum allowable velocity for corrugated metal pipe is 15 feet per second. There is no specified maximum allowable velocity for reinforced concrete pipe, but outlet protection shall be provided where discharge velocities will cause erosion conditions.
      (3) To ensure self-cleaning during partial depth flow, a minimum velocity of 2.5 feet per second is required for the streambank protection storm when the culvert is flowing partially full.
   b. Length and Slope
      (1) The maximum slope using concrete pipe is ten percent (10%) and for CMP is fourteen percent (14%) before pipe-restraining methods must be taken.
      (2) Maximum vertical distance from throat of intake to flow line in a drainage structure is 10 feet (10’).
      (3) Drops greater than four feet (4’) will require additional structural design.
   c. Headwater Limitations: The allowable headwater is the depth of water that can be ponded at the upstream end of the culvert during the design flood, which will be limited by one or more of the following constraints or conditions:
      (1) Headwater will be non-damaging to upstream property.
      (2) Culvert headwater plus twelve inches (12”) of freeboard shall not exceed top of curb or pavement for low point of road over culvert, whichever is lower.
      (3) Ponding depth will be no greater than the elevation where flow diverts around the culvert.
      (4) Elevations will be established to delineate necessary floodplain easements.

(5) The headwater shall be checked for the flood mitigation storm elevation to ensure compliance with flood plain management criteria and the culvert shall be sized to maintain flood-free conditions on major thoroughfares with twelve-inch (12") freeboard at the low-point of the road.

(6) Either the headwater shall be set to produce acceptable velocities or stabilization/energy dissipation shall be provided where these velocities are exceeded.

(7) In general, the constraint that gives the lowest allowable headwater elevation establishes the criteria for the hydraulic calculations.

d. Tailwater Considerations

(1) If the culvert outlet is operating with a free outfall, the critical depth and equivalent hydraulic grade line shall be determined.

(2) For culverts that discharge to an open channel, the stage-discharge curve for the channel must be determined. See *Section 2.1.4 of the iSWM Hydraulics Technical Manual* on methods to determine a stage- discharge curve.

(3) If an upstream culvert outlet is located near a downstream culvert inlet, the headwater elevation of the downstream culvert will establish the design tailwater depth for the upstream culvert.

(4) If the culvert discharges to a lake, pond, or other major water body, the expected high-water elevation of the water body will establish the culvert tailwater.

e. Other Criteria

(1) In designing debris control structures, the Hydraulic Engineering Circular No. 9 entitled *Debris Control Structures* or other approved reference is required to be used.

(2) If storage is being assumed or will occur upstream of the culvert, refer to *Section 2.0 of the iSWM Hydraulics Technical Manual* regarding storage routing as part of the culvert design.

(3) Reinforced concrete pipe (RCP), pre-cast and cast-in-place concrete boxes are recommended for use:

(a) under a roadway,
(b) when pipe slopes are less than one percent (1%), or
(c) for all flowing streams. RCP and fully coated corrugated metal pipe or high-density polyethylene (HDPE) pipe may also be used in open space areas. Use of any storm drain pipe other than RCP shall have prior approval from the City.

(4) Culvert skews shall not exceed forty-five degrees (45°) as measured from a line perpendicular to the roadway centerline without approval.

f. The minimum allowable pipe size for a storm drain main shall be twenty-four inches (24”). Eighteen-inch (18”) pipe may be used for storm drain lead lines with approval from City.

g. Erosion, sediment control, and velocity dissipation shall be designed in accordance with *Section 4.0 of the Hydraulics Technical Manual*.

10. Headwalls and Wingwalls

a. All headwall and wingwalls shall conform to TxDOT design standards and details.

b. No headwall, wingwall or other structural member shall protrude above the surface of the traveled roadway.

c. All headwall and wingwalls within the "clear zone" as defined by TxDOT of any roadway shall conform to TxDOT design standards and details for safety end treatment or shall be protected by a traffic barrier.

E. Drainage Channels

1. Design Frequency

a. Open channels, including all natural or structural channels, swales, and swales shall be designed for the flood mitigation storm event (100-year)

b. Channels shall be designed with multiple stages. A low flow channel section containing the streambank protection flows (2-year) and a high flow section that contains the conveyance (25-year) and flood mitigation storms (100-year) will improve stability and better mimic natural channel dimensions.

2. Design Criteria

a. Open channels shall incorporate meanders to the maximum extent practical; however, the two-year peak flow shall be conveyed in a channel with the following meander configuration:

(1) Channel sinuosity ratio (distance measured between two points along the channel flow line divided by the straight line distance between the same two points) shall exceed 1.5,

(2) The angle between the channel centerline and the valley axis is less than 90 degrees,

(3) Sinusoidal curvature patterns may be regular or irregular, and

(4) The ratio of the design radius of curvature to the channel width shall be between 1.5 and 4.5.

b. If the channel slope exceeds ten percent (10%), or a combination of channel linings will be used, additional procedures not presented below are required. References include HEC-15 and HEC-14 (USDOT, FHWA, 1983).

c. HEC-RAS, or similarly capable software approved by the entity with jurisdiction, shall be used to confirm the water surface profiles in open channels.

d. The final design of artificial open channels shall be consistent with the velocity limitations for the selected channel lining. Maximum velocity values for selected lining categories are presented in Table 4-5. Seeding and mulch shall only be used when the design value does not exceed the allowable value for bare soil. Velocity limitations for vegetative linings are reported in Table 4-5. Vegetative lining calculations and stone riprap procedures are presented in *Section 3.2 of the iSWM Hydraulics Technical Manual*.

e. Drainage swales, where approved by the City Council, may be used for outfalls to natural or major drainage channels. Swales shall be designed to have a minimum of one (1) foot of freeboard at design flow and side slopes shall not be steeper than 3:1.

f. Channels with slopes less than one percent (1.0%) shall be constructed with a reinforced concrete pilot channel, unless other low flow methods are approved by the City Engineer.

g. Water surface profiles for all channels shall be computed using a standard step backwater model, such as US Army Corps of Engineers (USACE) HEC-RAS. The engineer can propose to use other hydraulic methods but must have their acceptability approved by the City Engineer.

h. Open channels shall meet the criteria of either the Texas State Department of Highways and Public Transportation or S.C.S. TR. No. 25 Design of Open Channels and shall be constructed in accordance with one of the design methods. Design of channels shall consider velocities and shall be shaped, graded, lined, or protected to minimize or prevent scour and erosion from excessive velocities. This requirement shall extend to roadside drainage swales. Concrete or rock retards shall be used when velocities exceed four feet (4') per second with sandy soil conditions or five feet (5') per second with clay soil conditions. All channels or roadside drainage swales without a protective lining shall have an established vegetative or grass cover. The depth of the 100-year frequency storm runoff shall not exceed one foot (1') over the minimum roadway surface elevation.

i. The applicant may be required by the City Engineer to carry away by pipe or open ditch any spring or surface water that exists prior to, or because of the subdivision. Such drainage facilities shall be located in the road right-of-way where feasible, or in the perpetual unobstructed drainage easements of appropriate width and shall be constructed in accordance with the construction standards and specifications of the City of Bastrop.

j. Trapezoidal channels shall have a minimum channel bottom width of six feet (6').

k. Channels with bottom widths greater than six feet (6') shall be designed with a minimum bottom cross slope of 12 to 1 (12:1) or with compound cross sections.

Table 4-5. Roughness Coefficients (Manning's n) and Allowable Velocities for Natural Channels

Channel Description	Manning's n	Max. Permissible Channel Velocity (ft/s)
MINOR NATURAL STREAMS		
Fairly regular section		
1. Some grass and weeds, little or no brush	0.030	3 to 6
2. Dense growth of weeds, depth of flow materially greater than weed height	0.035	3 to 6
3. Some weeds, light brush on banks	0.035	3 to 6
4. Some weeds, heavy brush on banks	0.050	3 to 6
5. Some weeds, dense willows on banks	0.060	3 to 6
For trees within channels with branches submerged at high stage, increase above values by Irregular section with pools, slight channel meander, increase above values by	0.010 0.010	
Floodplain – Pasture		
1. Short grass	0.030	3 to 6
2. Tall grass Floodplain –	0.035	3 to 6
Cultivated Areas		
1. No crop	0.030	3 to 6
2. Mature row crops	0.035	3 to 6
3. Mature field crops	0.040	3 to 6
Floodplain – Uncleared		
1. Heavy weeds scattered brush	0.050	3 to 6
2. Wooded	0.120	3 to 6
MAJOR NATURAL STREAMS Roughness coefficient is usually less than for minor streams of similar description because of less effective resistance offered by irregular banks or vegetation on banks. Values of "n" for larger streams of mostly regular sections, with no boulders or brush	Range from 0.028 to 0.060	3 to 6
UNLINED VEGETATED CHANNELS		
Clays (Bermuda Grass)	0.035	5 to 6
Sandy and Silty Soils (Bermuda Grass)	0.035	3 to 5
UNLINED NON-VEGETATED CHANNELS		
Sandy Soils	0.030	1.5 to 2.5
Silts	0.030	0.7 to 1.5
Sandy Silts	0.030	2.5 to 3.0
Clays	0.030	3.0 to 5.0
Coarse Gravels	0.030	5.0 to 6.0
Shale	0.030	6.0 to 10.0
Rock	0.025	15
For natural channels with specific vegetation type, refer to Table 3.11 for more detailed velocity control.		

l. Channel side slopes shall be stable throughout the entire length and the side slope shall depend on the channel material. Channel side slopes and roadside swales with a side slope steeper than 4:1 shall require detailed geotechnical and slope stability analysis to justify slopes steeper than 4:1; however, any slope that is less than 4:1 needs a detailed analysis to prove that it will work.

m. Trapezoidal or parabolic cross sections are preferred over triangular shapes.

n. For vegetative channels, design stability shall be determined using low vegetative retardance conditions (Class D). For design capacity, higher vegetative retardance conditions (Class C) shall be used.

o. For vegetative channels, flow velocities within the channel shall not exceed the maximum permissible velocities given in Tables 4-5 and 4-6.

p. If relocation of a stream channel is unavoidable, the cross-sectional shape, meander, pattern, roughness, sediment transport, and slope shall conform to the existing conditions insofar as practicable. Energy dissipation will be necessary when existing conditions cannot be duplicated.

q. Streambank stabilization shall be provided, when appropriate, as a result of any stream disturbance such as encroachment and shall include both upstream and downstream banks as well as the local site.

r. Vegetative Design: A two-part procedure is required for final design of temporary and vegetative channel linings.

   (1) Part 1- the design stability component, involves determining channel dimensions for low vegetative retardance conditions, using Class D as defined in Table 4-7.

   (2) Part 2: the design capacity component, involves determining the depth increase necessary to maintain capacity for higher vegetative retardance conditions, using Class C as defined in Table 4-7.

   (3) If temporary lining is to be used during construction, vegetative retardance Class E shall be used for the design stability calculations.

s. For gabions, design velocities range from 10 fps for 6-inch mattresses up to fifteen feet per second (15 fps) for one-foot (1') mattresses. Some manufacturers indicate that velocities of twenty feet per second (20 fps) are allowable for basket installations. The design of stable rock riprap lining depends on the intersection of the velocity (local boundary shear) and the size and gradation of the riprap material. More information on calculating acceptable riprap velocity limits is available in *Section 3.2.7 of the Hydraulics Technical Manual*.

t. Swales: Drainage swales, where approved by the City Engineer, may be used for outfalls to natural or major drainage channels. Swales shall be designed to have a minimum of one foot (1') of freeboard at design flow and side slopes shall not be steeper than 4:1 and constructed with a reinforced concrete trickle channel.

u. A permanent chain link fence or other fence meeting the requirements of the city shall be constructed along the top of any channel exceeding three feet (3') in depth to enclose the area where it is adjacent to residential lots and in other cases, where it is deemed necessary to restrict access to the channel.

Table 4-6. Maximum Velocities for Vegetative Channel Linings

Vegetation Type	Slope Range (%)[1]	Maximum Velocity[2] (ft/s)
Bermuda grass	0-5	6
Bahia		4
Tall fescue grass mixtures[3]	0-10	4
Kentucky bluegrass	0-5	6
Buffalo grass	5-10 >10	5 4
Grass mixture	0-5[1] 5-10	4 3
Sericea lespedeza, Weeping lovegrass, Alfalfa	0-5[4]	3
Annuals[5]	0-5	3
Sod		4
Lapped sod		5

[1] Do not use on slopes steeper than 10% except for side-slope in combination channel.
[2] Use velocities exceeding 5 ft/s only where good stands can be maintained.
[3] Mixtures of Tall Fescue, Bahia, and/or Bermuda
[4] Do not use on slopes steeper than 5% except for side-slope in combination channel.
[5] Annuals - used on mild slopes or as temporary protection until permanent covers are established.

Source: Manual for Erosion and Sediment Control in Georgia, 1996.

Table 4-7. Classification of Vegetal Covers as to Degrees of Retardance

Retardance Class	Cover	Condition
A	Weeping Lovegrass	Excellent stand, tall (average 30")
	Yellow Bluestem Ischaemum	Excellent stand, tall (average 36")
B	Kudzu	Very dense growth, uncut
	Bermuda grass	Good stand, tall (average 12”)
	Native grass mixture Little bluestem, bluestem, blue gamma other short and long stem Midwest grasses	Good stand, unmowed
	Weeping lovegrass	Good stand, tall (average 24”)
	Laspedeza sericea	Good stand, not woody, tall (average 19”)
	Alfalfa	Good stand, uncut (average 11”)
	Weeping lovegrass	Good stand, unmowed (average 13”)
	Kudzu	Dense growth, uncut
	Blue gamma	Good stand, uncut (average 13”)
C	Crabgrass	Fair stand, uncut (10 – 48”)
	Bermuda grass	Good stand, mowed (average 6”)
	Common lespedeza	Good stand, uncut (average 11”)
	Grass-legume mixture: summer (orchard grass redtop, Italian ryegrass, and common lespedeza)	Good stand, uncut (6 – 8 “)
	Centipede grass	Very dense cover (average 6”)
	Kentucky bluegrass	Good stand, headed (6 – 12”)
D	Bermuda grass	Good stand, cut to 2.5”
	Common lespedeza	Excellent stand, uncut (average 4.5”)
	Buffalo grass	Good stand, uncut (3 – 6”)
	Grass-legume mixture: fall, spring (orchard grass, redtop, Italian ryegrass, and common lespedeza)	Good stand, uncut (4 – 5”)
	Lespedeza serices	After cutting to 2” (very good before cutting)
E	Bermuda grass	Good stand, cut to 1.5”
	Bermuda grass	Burned stubble

Note: Covers classified have been tested in experimental channels. Covers were green and generally uniform.
Source: HEC-15, 1988.

F. Detention/Retention Structures

1. General

a. Retention (maintains a permanent pool elevation) and detention (no permanent pool storage) shall be designed in accordance with the criteria below.

b. Stormwater detention facilities shall be required where deemed appropriate by the City when it is determined that adverse downstream flooding would occur due to a proposed development. Stormwater detention shall be used to reduce the net increase in stormwater runoff due to development of the property at the 2-, 25-, 50- and 100-year events, unless a downstream assessment shows that none is required. Multi-stage outlet structures may be required. Within the Gills Branch Watershed, stormwater detention shall be used to reduce the net increase in stormwater runoff due to development to reduce the post-developed 100-year storm peak discharge to the pre-developed 25-year storm peak discharge.

c. Retention/detention ponds shall be encompassed by an easement. The facility will remain the maintenance responsibility of the owner/developer or property-owners association, unless otherwise accepted by the city. Acceptance by the city will be contingent upon the facility being a part of a dedicated park or other such property which meets with the city's approval.

d. Preservation of major floodplains is strongly encouraged and detention/retention may be required if a proposed drainage improvement is found to create actual or potential upstream, adjacent or downstream property damage due to the creation of excessive flood velocities or heights.

e. Runoff from sites larger than one acre must not exceed pre-development levels for the two-year, twenty-five-year and one hundred-year twenty-four-hour events, unless a downstream assessment determines that it is not required. Multi-phase developments will be considered as a single entity in determining the requirement for detention. For development sites less than one acre, city may at their discretion require that stormwater detention be provided.

f. No increase or concentration of storm water may be conveyed off-site without easements and/or downstream drainage improvements. Increased storm water runoff attributable to new development must not exceed the capacity of the downstream drainage system. If no downstream drainage system exists, increased storm water runoff must not adversely affect adjoining property. In cases where the proposed runoff would exceed the capacity of downstream facilities, the developer will be required to provide detention to prevent overloading of downstream systems.

g. In all new developments where storm water runoff has been collected or concentrated, discharge shall be conveyed off-site by creeks, channels or storm sewer systems. Easements shall be provided by the developer to the city for off-site

drainage facilities, as well as for on-site facilities. All flows shall be discharged in a non-erosive manner.

h. The developer shall pay for the cost of all drainage improvements required, including any necessary off-site channels or storm sewers and acquisition of the required easements.

i. If it is anticipated that additional runoff caused by the development will overload any existing downstream drainage facility, whether natural or improved, and result in hazardous conditions, approval of the improvements for the proposed subdivision may be withheld until appropriate provision has been made to accommodate the problem. If existing capacity is not available downstream and property damage could occur, the owner or developer shall provide a drainage system or detention facility to mitigate the deficiency. In any case, a letter of acknowledgement shall be obtained from the downstream property owner indicating that the downstream property owner is aware of proposed drainage improvements impacting drainage on or to said owner's property.

j. Permanent impoundments of water shall be constructed in such a way that negative effects on aesthetics, function, flooding, health, and safety are minimized. Such improvements shall be allowed at the discretion of the City Engineer. The developer shall be responsible for all necessary permitting required by the Texas Commission on Environmental Quality for impounding public water. The City Engineer may require calculations and/or other documentation that no negative impact is created. All Texas Commission on Environmental Quality (TCEQ) requirements for impoundments and dam safety shall apply. These requirements relate to both the size and the hazard classification of the embankment. Copies of all materials submitted to TCEQ for permitting, along with the TCEQ permits, must be submitted to the City Engineer.

k. All storage facilities serving drainage areas greater than one (1) acre shall be designed and analyzed using reservoir routing of an inflow unit hydrograph. The software program or computational method must be approved by the City Engineer. The analysis should consist of comparing the design flows at a point or points downstream of the proposed storage site with and without storage. Design calculations shall show the effects of the detention facility in each of the two-, ten-, twenty-five-, and one hundred-year storm events. This may require the use of multi-stage control structures. The detention facility shall be designed to provide the required detention for all the above-listed frequencies.

l. Detention storage facilities serving drainage areas smaller than one (1) acre may use the modified rational method or unit hydrograph method for storage calculations. All calculations must be provided to the City Engineer for review and approval.

m. The facilities shall be designed in accordance with SCS-TR-55 or by other approved methods.

n. Detention ponds may be counted toward the required parkland dedication if designed to accommodate recreational activities.

2. Design Frequency

Detention structures shall be designed for the three storms (streambank protection (2-year), conveyance (25-year), and flood mitigation storms (100-year)) for the critical storm duration that results in the maximum (or near maximum) peak flow.

3. Design Criteria

a. Dry detention basins are sized to temporarily store the volume of runoff required to provide flood protection up to the flood mitigation storm, if required.

b. Extended detention dry basins are sized to provide extended detention of the streambank protection volume over 24 hours and can also provide additional storage volume for normal detention (peak flow reduction) of the flood mitigation storm event.

c. Routing calculations must be used to demonstrate that the storage volume and outlet structure configuration are adequate. See *Section 2.0 of the iSWM Hydraulics Technical Manual* for procedures on the design of detention storage.

d. Detention Basins shall be designed with an 8-foot-wide maintenance access.

e. A freeboard of one (1) foot will be required for all detention ponds. Freeboard distance is measured between the elevation of the emergency spillway crest and the elevation of the top of the detention basin containment embankment/berm.

f. A calculation summary shall be provided on construction plans. For detailed calculations of unit hydrograph studies, a separate report shall be provided to the municipality for review and referenced on the construction plans. Stage-storage-discharge values shall be tabulated and flow calculations for discharge structures shall be shown on the construction plans.

g. An emergency spillway shall be provided at the flood mitigation maximum storage elevation with sufficient capacity to convey the flood mitigation storm assuming blockage of the outlet works with six inches of freeboard. Spillway requirements must also meet all appropriate state and Federal criteria.

h. A landscape plan shall be provided for all detention ponds.

i. All detention basins shall be stabilized against significant erosion and include a maintenance plan.

j. Design calculations will be provided for all spillways and outlet structures.

k. Maintenance agreements shall be included for all detention structures (example maintenance agreement is provided within Appendix A).

l. Storage may be subject to the requirements of the Texas Dam Safety Program (see iSWM Program Guidance) based on the volume, dam height, and level of hazard.

m. Earthen embankments six feet (6') in height or greater shall be designed per Texas Commission on Environmental Quality guidelines for dam safety (see iSWM Program Guidance).

n. Vegetated slopes shall be less than ten feet (10') in height and shall have side slopes no steeper than 4:1.

o. Areas above the normal high-water elevations of the detention facility should be sloped toward the basin to allow drainage and to prevent standing water. Careful finish grading is required to avoid creation of upland surface depressions that may retain runoff. The bottom area of storage facilities should be graded toward the outlet to prevent standing water conditions. A low flow or pilot channel across the facility bottom from the inlet to the outlet (often constructed with riprap) is recommended to convey low flows and prevent standing water conditions.

4. Outlet Structures

a. Outlet structures shall be designed to intercept sediment and floatables from the twenty-five-year storm. The potential for the impact of sedimentation on the detention facility should be evaluated. A means of access for maintenance of the facility shall be provided.

b. The outlet control structures for storage facilities typically include a principal outlet and an emergency overflow. The principal outlet functions to restrict the outflow and cause the runoff to use the available storage volume. The principal outlet shall be designed to accommodate the multiple frequency storms listed above while maintaining the minimum freeboard of one foot. The emergency overflow shall be paved and provide positive overflow.

c. The outlet control structure may be drop inlets, pipes, culverts, weirs, or orifices. Checks should be made to determine if the outlet structure is controlled by weir or orifice flow. The tailwater on the structure could significantly affect its capacity. The engineer should carefully evaluate the tailwater depth. For detention facilities in a series, the lower facility should not cause inundation of the upper outlet control structure. The calculation of the hydraulic capacity for outlet control structures is based on the type of structure used, using standard hydraulic calculations.

d. Extended detention (ED) orifice sizing is required in design applications that provide extended detention for downstream streambank protection (2-year). The release rate for the SP_v shall discharge the ED volume in a period of 24 hours or longer. In this case an extended detention orifice or reverse slope pipe must be used for the outlet.

e. Design Frequency

(1) Streambank protection storm (2-year, 24-hour)

(2) Conveyance storm (25-year, 24-hour)

(3) Flood mitigation storm (100-year, 24-hour)

f. Design Criteria

(1) Estimate the required storage volumes for streambank protection, conveyance storm, and flood mitigation.

(2) Design extended detention outlets for each storm event.

(3) Outlet velocities shall be within the maximum allowable range based on channel material as shown in Tables 4-5 and 4-6.

(4) Design necessary outlet protection and energy dissipation facilities to avoid erosion problems downstream from outlet devices and emergency spillway(s).

(5) Perform buoyancy calculations for the outlet structure and footing. Flotation will occur when the weight of the structure is less than or equal to the buoyant force exerted by the water.

(6) Additional design guidance is in *Section 2.2 of the iSWM Hydraulics Technical Manual*.

5. Energy Dissipation

a. Design Frequency

All drainage system outlets, whether for closed conduits, culverts, bridges, open channels, or storage facilities, shall provide energy dissipation to protect the receiving drainage element from erosion.

(1) Conveyance storm

(2) Flood mitigation storm

b. Design Criteria

(1) *Energy dissipaters* are engineered devices such as rip-rap aprons or concrete baffles placed at the outlet of storm water conveyance systems for reducing the velocity, energy and turbulence of the discharged flow.

(2) Erosion problems at culvert, pipe and engineered channel outlets are common. Determination of the flow conditions, scour potential, and channel erosion resistance shall be standard procedure for all designs.

(3) Energy dissipaters shall be employed whenever the velocity of flows leaving a stormwater management facility exceeds the erosion velocity of the downstream area channel system.

(4) Energy dissipater designs will vary based on discharge specifics and tailwater conditions.

(5) Outlet structures shall provide uniform redistribution or spreading of the flow without excessive separation and turbulence.

(6) Energy dissipaters are a required component of the *i*SWM Construction Plan.

(7) Recommended Energy Dissipaters for outlet protection include the following:

(a) Riprap apron
(b) Riprap outlet basins
(c) Baffled outlets
(d) Grade Control Structures

The reader is referred to *Section 4.0 of the iSWM Hydraulics Technical Manual* and the Federal Highway Administration Hydraulic Engineering Circular No. 14 entitled, Hydraulic Design of Energy Dissipaters for Culverts and Channels, for the design procedures of other energy dissipaters.

SECTION 5
EASEMENTS

SECTION 5 - EASEMENTS

The subdivider shall dedicate or grant easements as follows:

A. General Policy

1. Drainage easements shall generally be located along the existing drainage way and should be of sufficient width for the designed improvements (if any) to be installed and enough extra width for maintenance equipment to be able to work.
2. All drainage easements shall be so designed to allow maintenance equipment to enter the easement and be able to perform the necessary work.

B. Drainage Easements

Where a subdivision is traversed by a watercourse, drainage way, natural channel or stream, there shall be provided an easement or right-of-way conforming substantially to the limit of such watercourse, plus additional width to accommodate future needs as determined by the comprehensive plan and the city manager. Natural waterways and channels should be used wherever practical to carry runoff. Any modification to an existing waterway and channel requires approval by the City Engineer and City Manager.

Easements shall be retained along drainage ways, which carry drainage away from roads or which convey main drainage from and through the lots or tracts. Easements shall be a minimum of twenty-five-feet (25') wide for open drainage channels or sized to accommodate the 100-year

flood plain. A suitable note on the plat must restrict all properties within the subdivision insuring that drainage easements within the plat boundaries shall be kept clear of fences, building, planting that would obstruct the flow of water, and other obstructions to the operations and maintenance of the drainage facility.

1. Storm drainage easements of fifteen feet (15') minimum width shall be provided for existing and proposed enclosed drainage systems. Easements shall be centered on the systems. Larger easements, where necessary, shall be provided as directed by the City Engineer.
2. Storm drainage easements along existing or proposed open channels shall provide sufficient width for the required channel and such additional width as may be required for ingress and egress of maintenance equipment; to provide clearance from fences and space for utility poles; to allow maintenance of the channel bank; and, to provide necessary slopes along the bank. Easements shall be a minimum of twenty-five feet (25) wide for open drainage channels or sized to accommodate the 100-year flood plain. A suitable note on the plat must restrict all properties within the subdivision insuring that drainage easements within the plat boundaries shall be kept clear of fences, building, planting that would obstruct the flow of water, and other obstructions to the operations and maintenance of the drainage facility.

3. Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road right-of-way lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.
4. When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the City Attorney. Easements in areas adjoining a proposed subdivision necessary to provide adequate drainage thereof or to serve such subdivision with utilities, shall be obtained by the subdivider prior to final plat approval. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.
5. The applicant shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the City Engineer.
6. Easements for storm drainage facilities shall be provided at locations containing proposed or existing drainage ways.
7. Storm drainage easements shall be provided for emergency overflow drainage ways of sufficient width to contain within the easement storm water resulting from a one hundred-year frequency storm less the amount of storm water carried in an enclosed system of a capacity required by the City of Bastrop.
8. The width of the easements shall be substantiated by a drainage study and drainage calculations or other criteria submitted to and approved by the City Engineer.
9. Floodplain Easements. Floodplain easements shall be provided along natural drainage ways and lakes or reservoirs. Floodplain easements shall encompass all areas beneath the water surface elevation resulting from a storm whose design frequency is one hundred years (or a one-percent annual probability), plus such additional width as may be required to provide ingress and egress to allow maintenance of the banks and for the protection of adjacent property, as determined and required by the City Engineer.
10. Detention area easements shall be provided that completely encompass the pond and associated improvements. Detention ponds on nonresidential property shall be maintained by the property owner's association, unless otherwise approved by the city.
11. Streambank Buffer Easements – A 100-foot stream buffer easement shall be provided along any the major stream channels (Colorado River, Piney Creek, Gills Branch, or any other perennial stream) with no grading or vegetation removal to serve as a streambank buffer for erosion and for water quality protection.

No buildings may be constructed within the streambank buffer and any fences within the 100-year floodplain shall be designed to not impede flow, including by debris that may be caught in the fence.

SECTION 6
CONSTRUCTION SITE SOIL EROSION CONTROL REQUIREMENTS

SECTION 6 - CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS

A. General

Stormwater pollution prevention plans shall be submitted for review to the City Engineer prior to release of construction projects. The developer and their engineer shall be responsible for preparation of a stormwater pollution prevention plan (SWPPP) in accordance with the Texas Commission on Environmental Quality (TCEQ) and U.S. Environmental Protection Agency (EPA) requirements. TCEQ and EPA permitting shall also be the responsibility of the developer and their engineer.

B. Required Best Management Practices

Where appropriate, the plan shall include sediment controls to do all of the following to the maximum extent practicable:

1. Each site shall provide an access drive and parking area of sufficient dimensions and design, surfaced with a material that will prevent erosion and minimize tracking or washing of soil onto public or private roadways. All non-paved access drives shall be designed so that stormwater runoff from adjacent areas does not flow down the drive surface.
2. Any significant amount of runoff from upslope land area, rooftops, or other surfaces that drain across the proposed land disturbance shall be diverted around the disturbed area, if practical. Any diversion of upslope runoff shall be done in a manner that prevents erosion of the flow path and the outlet.
3. Any cuts and fills shall be planned and constructed to minimize the length and steepness of slope and stabilized in accordance with the approved erosion control plan timelines and standards of this document.
4. Open channels shall be stabilized as required to prevent erosion.
5. Inlets to storm drains, culverts, and other stormwater conveyance systems shall be protected from siltation until final site stabilization.
6. Water pumped from the site shall be treated by temporary sedimentation basins or other appropriate controls designed for the highest dewatering pumping rate. Water may not be discharged in a manner that causes erosion of the site or receiving channels.
7. All waste and unused building materials shall be properly disposed of and not allowed to be carried by runoff into a receiving channel or storm sewer system.
8. All off-site sediment deposits occurring as a result of a storm event shall be cleaned up by the end of the next workday. All other off-site sediment deposits occurring as a result of land-disturbing activities shall be cleaned up by the end of the workday. Flushing may not be used unless the sediment will be controlled by a filter fabric barrier, sediment trap, sediment basin, or equivalent.

9. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at one time. Existing vegetation shall be maintained as long as possible.
10. Soil stockpiles shall be located no closer than 25 feet from lakes, streams, wetlands, ditches, drainage ways, or roadway drainage systems. Stockpiles shall be stabilized by mulching, vegetative cover, tarps, or other means if remaining 20 days or more.
11. For any disturbed area that remains inactive for greater than 7 working days, or where grading work extends beyond annual permanent seeding deadlines, the City of Bastrop may require the site to be treated with temporary stabilization measures.
12. When the disturbed area has been stabilized by permanent vegetation or other means, temporary BMPs such as silt fences, straw bales, and sediment traps shall be removed and these areas stabilized.

APPENDIX A
STORMWATER DRAINAGE SUBMITTAL CHECKLISTS AND FORMS

CITY OF BASTROP

CONCEPTUAL DRAINAGE PLAN SUBMITTAL CHECKLIST

A. Conceptual Drainage Site Plan

The conceptual drainage site plan shall be submitted at the time of sketch plat submittal at the same scale as the Concept Plan, preferably one inch is equal to fifty feet (1"=50') and shall include:

1. Project Description.
    a. Address and legal description of site.
    b. Vicinity map.
    c. Land use.
2. Existing Conditions.
    a. Copy of applicable digital orthophotos showing the proposed project boundaries;
    b. A topographic map of existing site conditions (no greater than two-foot (2') contour interval) with drainage basin boundaries indicated and project boundaries shown at the same scale as the Sketch Plat;
3. Total area size of development (in acres);
4. Total impervious area as a percentage (%) of total area;
5. Benchmarks used for site control;
6. Perennial and intermittent streams;
7. Map of predominant soils from USDA soil surveys;
8. Boundaries of existing predominant vegetation;
9. Location and boundaries of other natural feature protection and conservation areas, such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.);
10. Location of existing roads, buildings, parking areas and other impervious surfaces;
11. Existing utilities (e.g., water, sewer, gas, electric) and easements;
12. Location of existing drainage conveyance systems such as grass channels, swales, and storm drains;
13. Flow paths;
14. Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainage systems;
15. Location and dimensions of existing channels, bridges or culvert crossings.

B. Conceptual Site Layout

1. Completed drainage Conceptual Plan Worksheet as provided by the City Engineer.
2. Hydrologic analysis to determine conceptual runoff rates, volumes, and velocities to support selection of stormwater controls.
3. Conceptual site design identifying integrated site design practices used.

4. Identification of stormwater site design credits.
5. Conceptual estimates of the three-storm design approach requirements (i.e. 2-year, 25-year and 100-year 24-hour storms)
6. Conceptual selection, location and size of proposed structural stormwater controls.
7. Conceptual limits of proposed grading and clearing.
8. Total proposed impervious area, as a percentage of total area.

CITY OF BASTROP

PRELIMINARY DRAINAGE PLAN SUBMITTAL CHECKLIST

For a standard plat, this sheet shall be submitted with the preliminary plat and shall be at the same scale as the preliminary plat. For a minor plat, this sheet shall be submitted with the final plat. The preliminary drainage site plan should consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The scale of supplementary plans, profiles and cross-sections shall be sufficient to clearly show details, if required to demonstrate the adequacy of existing or proposed facilities. The Preliminary Drainage Plan shall include the following sections:

1. Existing Conditions Hydrologic Analysis. Provide an existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities which includes:
    a. Existing conditions data developed in the conceptual drainage site plan;
    b. All existing stormwater conveyances and structural control facilities;
    c. Direction of flow and exits from the site;
    d. Analysis of runoff provided by off-site areas upstream of the project site;
    e. Methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology.
2. Project Description and Design Considerations. Provide an updated description of the project and the considerations and factors affecting the design approach that have changed between the conceptual and preliminary plans, including:
    a. A description of the overall project and the site plan showing facility locations, roadways, etc.;
    b. A discussion of the applicable local criteria and how it will be integrated into the design of the project;
    c. Evaluate the integrated site design practices and their applicability to this site;
    d. Identify hotspot land uses, if applicable, and how runoff will be addressed.
3. Post-Development Hydrologic Analysis. Provide a post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which includes:
    a. A topographic map of developed site conditions (minimum two-foot (2') contour interval recommended) with post development basin boundaries indicated;
    b. Total area of post development impervious surfaces and other land cover areas for each subbasin affected by the project;
    c. Runoff calculation for flood control and streambank protection for each subbasin;
    d. Location and boundaries of proposed natural feature protection and conservation areas;
    e. documentation and calculations for any applicable site design credits or water quality volume reduction methods being used;
    f. Methodologies, assumptions, site parameters and supporting design calculations used in analyzing the post-development conditions site hydrology;
    g. Supporting documentation that there is existing streambank protection/reinforcement or that the planned development will provide streambank protection downstream;

h. Supporting calculations for a downstream peak flow analysis to show safe passage of post-development design flows downstream. Document point downstream at which analysis ends, and how it was determined.

i. Where a lot is located adjacent to a major drainage course or overflow channel, such that a part of all of the lot lies within the regulatory 100-year flood boundary, the drainage plan shall show proposed building sites and elevations required to put finish floor a minimum of one foot (1') above the 100-year flood level of drainage course or overflow channel as stipulated in the City of Bastrop's Flood Damage Prevention Regulations, as periodically amended.

In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. Depending on the site characteristics and given local design criteria, upstream lands may need to be modeled as "existing conditions" of "projected buildout/future condition" when sizing and designing on-site conveyances and stormwater controls.

4. Stormwater Management System Design. Provide drawings and design calculations for the proposed stormwater management system, including:

   a. A drawing or sketch of the stormwater management system including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls. This drawing should show design water surface elevations, storage volumes available from zero to maximum head, location of inlets and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes;

   b. Narrative describing that appropriate and effective structural stormwater controls have been selected;

   c. Cross-section and profile drawings and design details for each of the structural stormwater controls in the system. This should include supporting calculations to show that the facility is designed to the applicable design criteria;

   d. Hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (should include stage-storage or outlet rating curves, and inflow and outflow hydrographs);

   e. Documentation and supporting calculations to show that the storm water management system adequately meets the integrated design approach (see iSWM™ Technical Manual)

   f. Drawings, design calculations and elevations for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow.

5. Plans shall show storm (flood) water routing and all drainage structures with sizes of culverts, retarding and retaining structures, drainage easements with course and

distance of centerline and boundaries, lot lines, street layout, proposed inlets, culverts, roadside swales, channel sections and slopes, bridges, channel improvements, levees, or berms, fills necessary to elevate land above flood levels, and remove same from the flood area.

6. The limits of the 100-year frequency storm watershed area shall be shown for all water ways, including overflow of structures and related backwater effects. Storm water runoff resulting from a design storm of 100-year frequency shall be contained within the available right-of-way and/or drainage easement. All drainage facilities must be designed for a capacity to safely contain storm water from a design storm of 25-year frequency and sufficient right-of-way and drainage easements to accommodate the 100-year frequency.
7. The drainage plan shall be prepared by a Licensed Professional Engineer of the State of Texas, whose seal and signature shall appear on the plan.
8. Engineering drainage report to support all drainage designs shall be submitted to the City. Computations shall be complete and orderly and shall clearly state all assumptions and design basis.
9. Profiles, cross-sections, or substantiating data may be required at the City's request as necessary to support flood levels and backwater analysis.

CITY OF BASTROP

FINAL DRAINAGE PLAN SUBMITTAL CHECKLIST

1. Final Drainage Plans. Upon approval of the preliminary drainage study, the developer shall submit detailed plans, specifications and cost projections prepared by a registered professional engineer registered in the State of Texas and experienced in municipal drainage work. Existing and proposed flow lines of all improvements shall be shown. Unless otherwise specified herein, drainage requirements shall be based on the ISWM™ Criteria Manual for Site Development and Construction. The Hydraulic Manual prepared and compiled by the Texas Department of Transportation Bridge Division, with current revisions, may be used in cases not covered by the iSWM Design Manual for Site Development. The following shall be included in the Plans:

    a. Final drainage site plan, which includes all the revised elements included in the preliminary drainage site plan, plus a construction stormwater pollution prevention plan (SWPPP), a landscaping plan, operations and maintenance plan, evidence of acquisition of applicable federal and state permits, and any waiver requests.

        (1) Existing and proposed topographic information, with minimum one-foot contour intervals.

        (2) Location map.

        (3) Off-site and on-site drainage area maps.

        (4) Centerline of watercourses.

        (5) Regulatory flood elevations and boundaries of flood prone areas, including Floodways where designated.

        (6) Drainage easements.

        (7) All street widths and grades.

        (8) Calculations showing the anticipated stormwater flow, including watershed area, runoff coefficient, and time of concentration. When a drainage structure or storm sewer is proposed, calculations shall be submitted showing basis for design.

        (9) Storm sewer plans and profiles showing size, grade, and pipe or culvert material. Runoff, inlet, conduit hydraulic grade line calculations are required.

    b. Final grading and drainage construction plans, indicating one-foot contours. All street width and grades shall be indicated on the plan, and runoff figures shall be indicated on the outlet and inlet side of all drainage ditches and storm sewers, and at all points in the street at changes of grade or where the water enters another street or storm sewer or drainage ditch. Drainage easements shall be indicated. A grading plan shall be prepared for each subdivision and show in sufficient detail grading of all roads, streets, drainage structures, channels, swales, or other drainage related features and provide minimum finished floor elevations, based on an acceptable elevation datum, for proposed structures to assure a minimum of two feet (2') of freeboard to computed flood elevations for the rainfall runoff events for a one hundred (100) year frequency storm.

    c. The location and dimensions of proposed storm drainage easements. The limits of the one hundred-year floodplain shall be shown and encompassed in a dedicated easement (see paragraph g below). Minimum finished floor elevations at least

two feet (2') above the one hundred-year (100-year) water surface elevations shall be shown for any lot within the 100-year and five-hundred-year floodplain, or adjacent to any channel, sump inlets or drainage facilities.

For water courses and easement: Distances to be provided along the side lot lines from the front lot line or the high bank of a stream. Traverse line to be provided along the edge of all large water courses in a convenient location, preferably along a utility easement or drainage if paralleling the easement or stream. The 100-year flood plain easement shall be shown where applicable. A note shall be provided prohibiting construction within the 100-year flood plain except for public streets or roads and utilities.

d. When a drainage channel or storm sewer is proposed, complete plans, profiles and specifications shall be submitted showing complete construction details. Scales shall be no greater than one inch equals to forty or fifty feet (1" = 40' or 50') horizontally and one inch equal four or five feet (1" = 4' or 5') vertically.

e. Two (2) copies of detailed cost estimates.

f. A plan of the development shall be submitted depicting the final grading contours and elevations, earthwork, slopes, retaining walls, minimum finished floor elevations of all affected structures, and any other information considered necessary by the City Engineer at a scale of one inch is equal to one hundred feet (1" = 100') minimum.

g. Complete detention pond plans and calculations.

h. All drainage calculations are required to be present on the plans or in an engineering report signed and sealed by an engineer licensed in the State of Texas. Computations shall be complete and orderly and shall clearly state all assumptions and design basis.

i. The following full statement of restrictions shall be placed in the dedication instrument of any subdivision plat that contains land designated as part of a one hundred-year (100 yr) floodplain by FEMA:

"Floodplain Restriction

No construction shall be allowed within a floodplain easement unless specifically approved by the City of Bastrop. Where construction is permitted, all finished floor elevations shall be a minimum of two (2) foot above the base flood elevation (100-year flood or one percent probability flood elevation.)

Any existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots. The City of Bastrop will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing adjacent to their property clean and free of debris, silt, or any substance which would result in unsanitary conditions and the City shall have the right of ingress and egress for inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage channel, as in the case of all-natural drainage channels, is subject to storm water overflow

and natural bank erosion to an extent that cannot be defined definitively. The City of Bastrop shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structures within the natural drainage channels. The natural drainage channel crossing each lot is shown by the floodplain easement line as shown on the plat."

GENERAL INFORMATION
STORMWATER MANAGEMENT PERMIT APPLICATION

Send Application to:

City of Bastrop
1311 Chestnut Street, P.O. Box 427
Bastrop, Texas 78602

Official Use Only	
Date Received	_____
Number	_____
Fee Received	_____
Reviewer	_____

This application applies to the any of the following:

1. Any development that results in 20,000 square feet or more of land disturbing activity.
2. Any development that results in the addition of 10,000 square feet or more of impervious area.
3. A subdivision plat.

Instructions: Please type or print. Read all instructions before completing application. Refer to the Fee Schedule adopted by the City Council for applicable fees. Submit 2 hard copies and 1 digital copy on CD or jump drive.

Name of Project: _____

Applicant/Entity Receiving Permit

Name of Applicant: _____
First Name of Contact:_____Last Name:_____
Street (1): _____
Street (2): _____
City:_____State:_____Zip Code:
Telephone Number: (____)_____
Fax Number: (____) _____

Property Owner

First Name:_____ Last Name:_____
Street (1): _____
Street (2): _____
City:_____State:_____Zip Code:
Telephone Number: (_____)_____
Parcel Identification Number(s): _____

Engineer

Name of Firm: _____
First Name of Contact:_____Last Name:_____
Street (1): _____
Street (2): _____
City:_____State:_____Zip Code:
Telephone Number: (_____)_____
Fax Number: (_____) _____

CITY OF BASTROP

STORMWATER MANAGEMENT PERMIT NO. _____

Date of Application _____
Site Address _____
Plat Name _____

I have reviewed and understand Chapter XX-X of the City of Bastrop general ordinances regarding stormwater management and I shall implement the stormwater management plan for this project as approved by the City.

General Conditions:

(a) All storm water management measures shall be installed in accordance with the approved storm water management plan and this permit.

(b) The City shall be notified at least 3 business days before commencing any work in conjunction with the storm water management plan, and within 3 business days upon completion of the storm water management practices.

(c) Practice installations shall be certified "as built" by a licensed professional engineer. Completed storm water management practices must pass a final inspection by the City or its designee to determine if they are in accordance with the approved storm water management plan and ordinance.

(d) The City shall be notified of any significant proposed modifications to an approved storm water management plan.

(e) All storm water management practices shall be maintained in accordance with the storm water management plan until the practices either become the responsibility of the City of Bastrop, or are transferred to subsequent private owners as specified in the approved maintenance agreement.

(f) The City of Bastrop is authorized to perform any work or operations necessary to bring storm water management measures into conformance with the approved storm water management plan, and consent to a special assessment, or to charging such costs against the financial guarantee posted under S.XX.

(g) If so directed by the City, all damage to adjoining facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved storm water management plan shall be repaired at the permitee's expense.

(h) Access is permitted to the City or its designee for the purpose of inspecting the property for compliance with the approved storm water management plan and this permit.

APPLICANT MUST FILL IN BOXED AREA

Owner _____
(please print or type full name)
Address _____
_____
_____
Signature or Owner or Authorized Representative

Gross Aggregate Area (Square Feet) _____

SPECIAL CONDITIONS: _____
_____

CONDITIONAL APPROVAL: _____

Administrative Authority Title Date

Permit VALID for a period of twelve (12) months from date of issuance by City and all work must be completed prior to the expiration unless authorized in writing from the City.

This permit applies to the any of the following:

1. Any development that results in 10,000 square feet or more of land disturbing activity.
2. Any development that results in the addition of 5,000 square feet or more of impervious area.
3. A subdivision plat.

AGREEMENT TO MAINTAIN
STORMWATER FACILITIES
BY AND BETWEEN
THE CITY OF BASTROP AND
_____, AND
ITS HEIRS, SUCCESSORS, OR ASSIGNS

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the City of Bastrop. All property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the City of Bastrop Stormwater Management Ordinance.

FACILITY LOCATION AND AREA SERVED (Attach Map if Necessary):

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the stormwater management goals of the City of Bastrop, the City and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

(1) Implement the stormwater facility maintenance plan included herein as Attachment A.

(2) Implement the stormwater management plan included herein as Attachment B.

(3) Allow the City or designee to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(4) Undertake corrective actions required by City within a reasonable time frame as set by the City.

(5) Maintain a record of steps taken to implement the programs referenced in (1) and (2) above. Record shall be available for inspection by City staff at Owners business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended.

THE CITY OF BASTROP SHALL:

(1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as City time and resources permit.

(2) Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.

(3) Notify the Owner of maintenance problems that require correction.

REMEDIES:

(1) If corrective actions required by the City are not completed within the time set by the City, written notice will be sent to the persons who were given notice stating the City intention to perform such maintenance and bill the owner for all incurred expenses.

(2) If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the City may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.

(3) The owner grants unrestricted authority to the City for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).

(4) The persons listed in (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the City within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements.

(5) The owner hereby grants to the City a lien against the above-described property in an amount equal to the cost incurred by the City to perform the maintenance or repair work described herein.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City.

_____

_____

STATE OF TEXAS)
) ss
COUNTY OF BASTROP) ss

On this day and year above personally appeared before me, a Notary Public in and for the State of Texas duly commissioned and sworn, personally appeared_____, to me known to be the_____of_____and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that___ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

_____

Notary Public in and for the State of Texas, residing in _____

My Commission Expires: _____

Dated at City of Bastrop, Texas, this_____day of_____,_____.

CITY OF BASTROP

By:_____
Authorized Agent for the City of Bastrop

City of Bastrop
Stormwater Management Plan

Financial Guarantee

To: [permit holders name]
Date:
Subject: **Financial Guarantee** in the Amount of $_____
Check #_____Received by (staff initials): _____

Project Name: _____

Location: Section [no.], Town of [public land survey township name]

This memo shall serve as a receipt for the above noted Financial Guarantee and as an agreement of the purpose and conditions for release by the City of Bastrop (herein referred to as the "City").

Authority.
The authority of the City to collect and hold this Financial Guarantee is stated in Article XX, Section XX of the City of Bastrop Code of Ordinances – Stormwater Management Ordinance (herein referred to as the "Ordinance").

Purpose.
The purpose of this Financial Guarantee is to ensure compliance with Ordinance Article XX, and the terms and conditions of a Stormwater Management Permit issued for the above noted project and location.

Conditions For Release.
Terms for release of the Financial Guarantee shall include all of the following:

1. Construction Certification. A professional engineer licensed in Texas shall certify that construction of all stormwater management practices comply with the approved plans and the technical standards of the City. "As-built" plans shall be submitted for stormwater management practices showing actual location, elevations, GPS locations, materials, construction methods and other items as deemed necessary by the City to determine compliance.

2. Maintenance Agreement. A copy of an approved maintenance agreement for all stormwater management practices associated with this project must be provided to the City. The agreement shall be stamped by the Register of Deeds, showing that it has been recorded for all applicable properties.

3. Final Inspection. The City shall complete a final inspection of the property and certify compliance with the permit and Ordinance Article XX.

If the City should use any portion of the Financial Guarantee to complete permit activities, due to default or improper action by the permit holder, the City shall withhold any amounts owed for this work, in accordance with Ordinance Article XX.

APPENDIX B
STORMWATER DRAINAGE ORDINANCE

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12I

TITLE:
Consider action to approving resolution No. R-2019-41 of the City Council of the City of Bastrop, Texas, awarding a contract in the amount of One Hundred Eighteen Thousand Two Hundred Eight dollars and zero cents ($118,208.00) to Jimmy Evans Company for the relocation of a ten-inch wastewater line within the TxDOT right of way as shown; attached in exhibit (A) authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:
The City of Bastrop was contacted by TxDOT early into the 2018-19 budget year regarding a utility conflict within the State Owned Right of Way. A ten-inch wastewater main will need to be relocated due to the addition of east and west bound feeder roads that will cross the Colorado River as part of the upcoming Hwy 71 improvement project.

This is a small project that should last approximately eight to ten weeks and will be completed this fiscal year. If awarded tonight, the project will begin May 23, 2019, once a notice to proceed is executed and the final contract documents are signed.

POLICY EXPLANATION:
City Charter grants the City Council the authority in Section 3.01 Powers and Duties (13) provide for a sanitary sewer and water system and require property owners to connect with such sewer system, and provide for penalties for failure to make sanitary sewer connections; and (15) exercise exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the City and provide for the improvement of same.

FUNDING SOURCE:
FY 19 Water & Wastewater Budget

RECOMMENDATION:
Consider action to approving resolution No. R-2019-41 of the City Council of the City of Bastrop, Texas, awarding a contract in the amount of One Hundred Eighteen Thousand Two Hundred Eight dollars and zero cents ($118,208.00) to Jimmy Evans Company for the relocation of a ten-inch wastewater line within the TxDOT right of way as shown; attached in exhibit (A) authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution R-2019-41

- BEFCO Recommendation letter
- Exhibit/Map

RESOLUTION NO. R-2019-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AWARDING A CONTRACT IN THE AMOUNT OF ONE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED EIGHT DOLLARS AND ZERO CENTS ($118,208.00) TO JIMMY EVANS COMPANY FOR THE RELOCATION OF A TEN INCH WASTEWATER LINE WITHIN THE TXDOT RIGHT OF WAY AS SHOWN; ATTACHED IN EXHIBIT A AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance improving traffic flow over the Colorado River to the citizens of Bastrop, Texas; and

WHEREAS, the relocation of the wastewater line is vital to the completion of the Highway 71 Improvement Project; and

WHEREAS, The City of Bastrop entered into a contract with BEFCO Engineering to provide the design of the new wastewater line; and

WHEREAS, the City of Bastrop authorized BEFCO Engineering to develop the bid documents and Technical Specifications for the project and advertise an Invitation for Bids; and

WHEREAS, the bid opening for the SH 71 Utility Conflict Project was held on Friday, April 12, 2019, and the City received seven (7) bids for the project ranging from One Hundred Eighteen Thousand Two Hundred Eight dollars and Zero Cents to Two Hundred Seventy-eight Thousand Nine Hundred Sixty-five dollars and Zero Cents ($118,208.00 to $278,965.00) for the total base bid (Items 1-11); and

WHEREAS, the lowest responsible bidder was found to be Jimmy Evans Company, headquartered in Austin, Texas at One Hundred Eighteen Thousand Two Hundred Eight dollars and Zero Cents ($118,208.00).

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

Section 1. That the City Council agrees that Jimmy Evans Company of Austin, Texas to be a subject matter expert in the field of site work, excavation, and utilities.

Section 2. The City Manager is hereby authorized to execute a contract between the City of Bastrop and Jimmy Evans Company of Austin, Texas in the amount of One Hundred Eighteen Thousand Two Hundred Eight dollars and Zero Cents ($118,208.00).

Section 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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 23rd day of April 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

BEFCO ENGINEERING, INC.
Consulting Engineering/Land Surveying
P. O. BOX 615 485 NORTH JEFFERSON
LA GRANGE, TEXAS 78945-0615
979 / 968-6474 FAX 979 / 968-3056
www.befcoengineering.com E-mail: office@befcoengineering.com
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

April 12, 2019

Trey Job
Managing Director
Public Works & Leisure Services
City of Bastrop
1209 Linden Street
P.O. Box 427
Bastrop, Texas 78602

RE: Bid Award Recommendation
SH 71 Utility Conflict Project
BEFCO Job No. 18-7266

Dear Mr. Job:

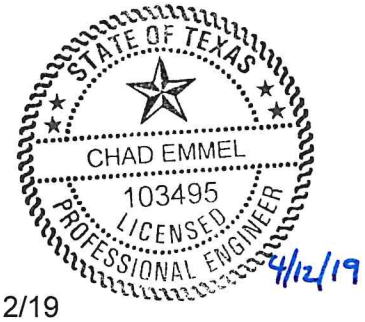
The bid opening for the SH 71 Utility Conflict Project was held on Friday, April 12, 2019. The City received seven (7) bids for the project (see attached bid tally) ranging from $118,208.00 to $278,965.00 for the total base bid (Items 1-11). The lowest submitted base bid price was from Jimmy Evans Company. Their bid submittal package was complete with the exception of the requested Conflict of Interest Questionnaire. This form was considered a condition of the bid. A representative of Jimmy Evans Company provided the completed form via email after the bid opening. Based on our review of Jimmy Evans Company bid documentation, they appear to be qualified for the proposed work. However, City Council would need to waive the Conflict of Interest Questionnaire being a condition of the bid package and accept the form submitted after the fact if Council were to award the contract to Jimmy Evans Company. If Council chooses not to waive the requirement, then the second low bidder is Herschap Backhoe & Ditching, Inc. in the amount of $136,195.00. Based on our review of their documentation, Herschap does have a complete bid submittal, is a qualified contractor, and would not require any bid conditions to be waived.

Should you have any questions or require more information, please let me know. Thank you for the opportunity to provide engineering and surveying services for this project.

Very truly yours,

BEFCO Engineering, Inc.

Chad Emmel, PE, Project Manager



Attachment: Bid Tabulation dated 4/12/19

CE:cae

City of Bastrop
SH 71 Utility Conflict
BEFCO JOB NO. 18-7266
April 12, 2019

Item No.	Est. Qty.	Units	Description in Words	Jimmy Evans Co. 2222 West N Loop Austin, TX 78766 Unit Price	Jimmy Evans Co. Total Price	Herschap Backhoe & Ditching PO Drawer 489 Bastrop, TX 78602 Unit Price	Herschap Backhoe & Ditching Total Price	JBS Underground, LLC 14202 Fort Smith Trl Austin, TX 78734 Unit Price	JBS Underground, LLC Total Price	Austin Engineering Co. PO Box 342349 Austin, TX 78734 Unit Price	Austin Engineering Co. Total Price	South Central TX Excavating 1669 Smith-Rau Road Columbus, TX 78934 Unit Price	South Central TX Excavating Total Price	QA Construction Services 5811 Blue Bluff Road Austin, TX 78724 Unit Price	QA Construction Services Total Price	Aaron Concrete Contractors 4108 Nixon Ln Austin, TX 78725 Unit Price	Aaron Concrete Contractors Total Price
1	1	LS	BARRICADE, SIGN & TRAFFIC HANDLING		$2,333.00		$1,000.00		$1,537.50		$5,000.00		$20,175.00		$5,110.00		$3,000.00
2	1	LS	EASEMENT PREPARATION		$12,965.00		$6,000.00		$19,216.26		$6,000.00		$40,350.00		$35,050.00		$50,000.00
3	403	LF	10" SDR-26 PVC (CLASS 160) (ALL DEPTHS) INCLUDING ALL TRENCHING EXCAVATION, EMBEDMENT, BACKFILL, AND REVEGETATION	$67.00	$27,001.00	$70.00	$28,210.00	$56.47	$22,757.41	$75.00	$30,225.00	$80.28	$32,352.84	$165.00	$66,495.00	$155.00	$62,465.00
4	252	LF	10" SDR-26 PVC (CLASS 160) (ALL DEPTHS) INCLUDING ALL TRENCHING EXCAVATION, EMBEDMENT, 6" CONCRETE ENCASEMENT, BACKFILL AND REVEGETATION	$86.00	$21,672.00	$115.00	$28,980.00	$107.49	$27,087.48	$98.50	$24,822.00	$96.42	$24,297.84	$180.00	$45,360.00	$180.00	$45,360.00
5	1	EA	4' DIA. PRECAST DROP MANHOLE INCLUDING CONNECTION TO EXISTING 10" SEWER MAIN	$5,853.00	$5,853.00	$8,000.00	$8,000.00	$17,625.24	$17,625.24	$11,500.00	$11,500.00	$3,200.00	$3,200.00	$8,000.00	$8,000.00	$9,000.00	$9,000.00
6	4	EA	4' DIA. PRECAST CONCRETE MANHOLE (ALL DEPTHS)	$3,805.00	$15,220.00	$6,000.00	$24,000.00	$7,675.73	$30,702.92	$4,650.00	$18,600.00	$2,900.00	$11,600.00	$6,000.00	$24,000.00	$5,500.00	$22,000.00
7	2	EA	REMOVE AND DISPOSE OF EXISTING MANHOLE INCLUDES BACKFILL AS REQUIRED	$2,025.00	$4,050.00	$2,500.00	$5,000.00	$1,652.19	$3,304.38	$800.00	$1,600.00	$1,500.00	$3,000.00	$3,500.00	$7,000.00	$2,100.00	$4,200.00
8	613	LF	GROUT FILL AND ABANDON EXISTING 10" PVC SANITARY SEWER MAIN	$16.50	$10,114.50	$15.00	$9,195.00	$11.31	$6,933.03	$4.00	$2,452.00	$12.00	$7,356.00	$20.00	$12,260.00	$30.00	$18,390.00
9	2	EA	CONNECT TO EXISTING MANHOLE	$3,349.00	$6,698.00	$6,000.00	$12,000.00	$949.09	$1,898.18	$19,100.00	$38,200.00	$500.00	$1,000.00	$3,000.00	$6,000.00	$4,000.00	$8,000.00
10	250	CY	EMBANKMENT INCLUDING GRADING AND IMPORT AS REQUIRED AND REVEGETATION	$39.25	$9,812.50	$50.00	$12,500.00	$41.20	$10,300.00	$50.00	$12,500.00	$75.00	$18,750.00	$58.00	$14,500.00	$200.00	$50,000.00
11	655	LF	TRENCH EXCAVATION SAFETY SYSTEM FOR FOR WASTEWATER IMPROVEMENTS	$3.80	$2,489.00	$2.00	$1,310.00	$2.25	$1,473.75	$1.00	$655.00	$1.50	$982.50	$5.00	$3,275.00	$10.00	$6,550.00
			TOTAL BASE BID (Items Nos. 1-11)		**$118,208.00**		**$136,195.00**		**$142,836.15**		**$151,554.00**		**$163,064.18**		**$227,050.00**		**$278,965.00**

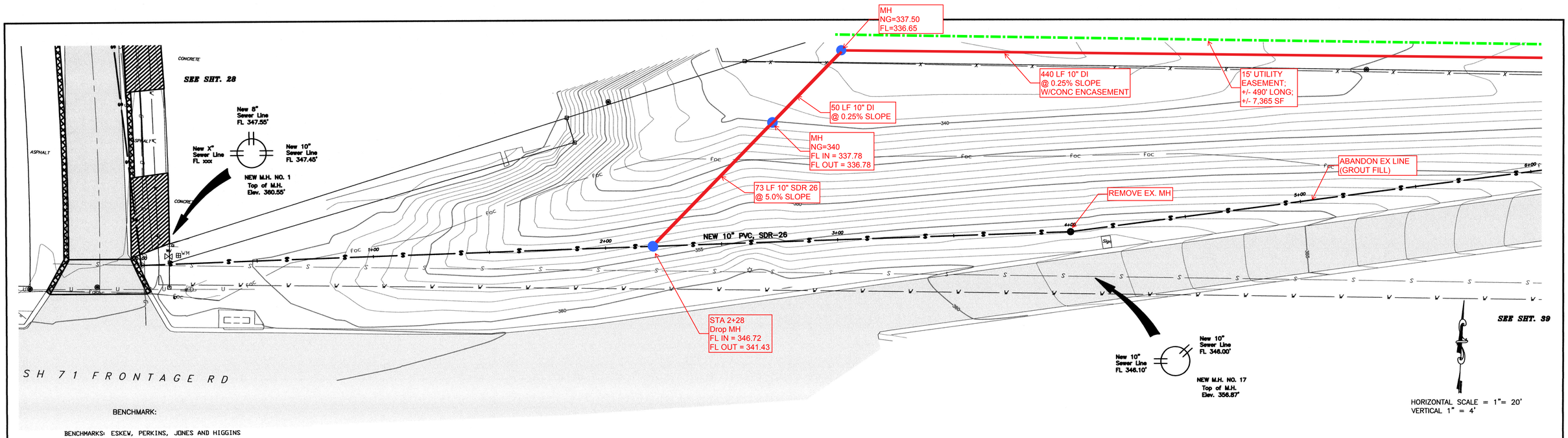
I certify that this is correct and true to the best of my knowledge and belief

BEFCO Engineering, Inc. (F-2011)

Chad Emmel, P.E.
Registration No. 103495
April 12, 2019

4/12/19

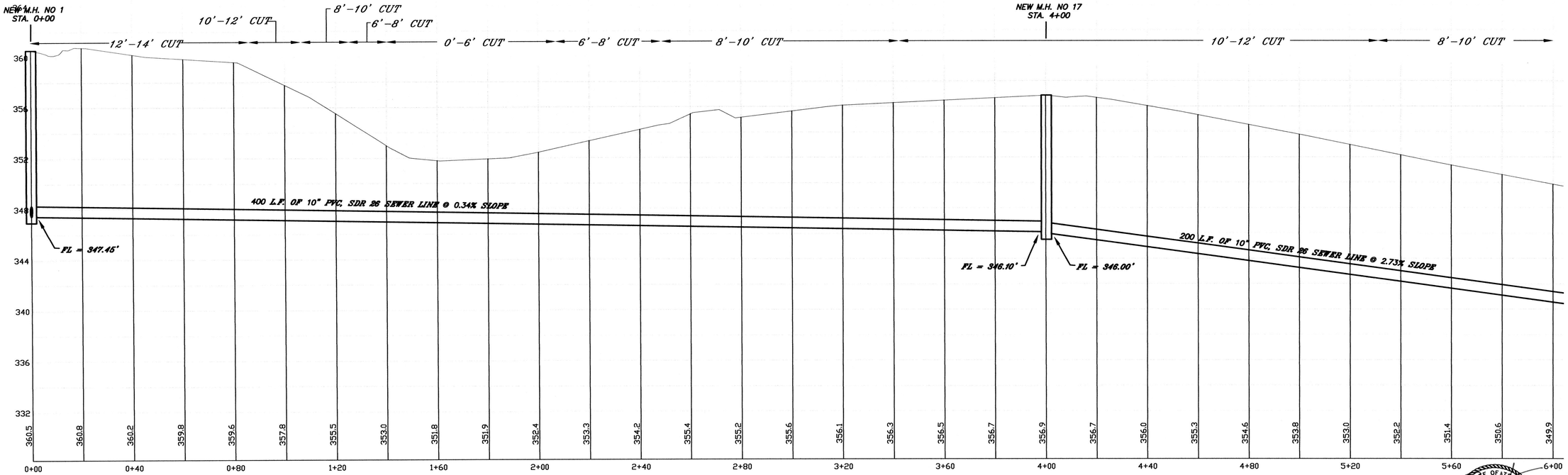
STATE OF TEXAS
CHAD EMMEL
103495
LICENSED
PROFESSIONAL ENGINEER



BENCHMARK:

BENCHMARKS: ESKEW, PERKINS, JONES AND HIGGINS

BM NO.	ST. NAMES	DESCRIPTION	ELEVATION	STATIONS	OFFSET
BM #1	PERKINS/HIGGINS	RR SPIKE IN PP	364.90'	STA. 09+59	31' RT.
BM #2	PERKINS/JONES	RR SPIKE IN PP	366.23'	STA. 03+07	29' RT.
BM #3	ESKEW/SH 71	SQ NW CNR OF CONC	360.29'	STA. 08+73	29' LT.
BM #4	ESKEW/JONES	RR SPIKE IN PP	360.99'	STA. 03+35	29' RT.



"AS BUILTS"
Revised 05/20/09

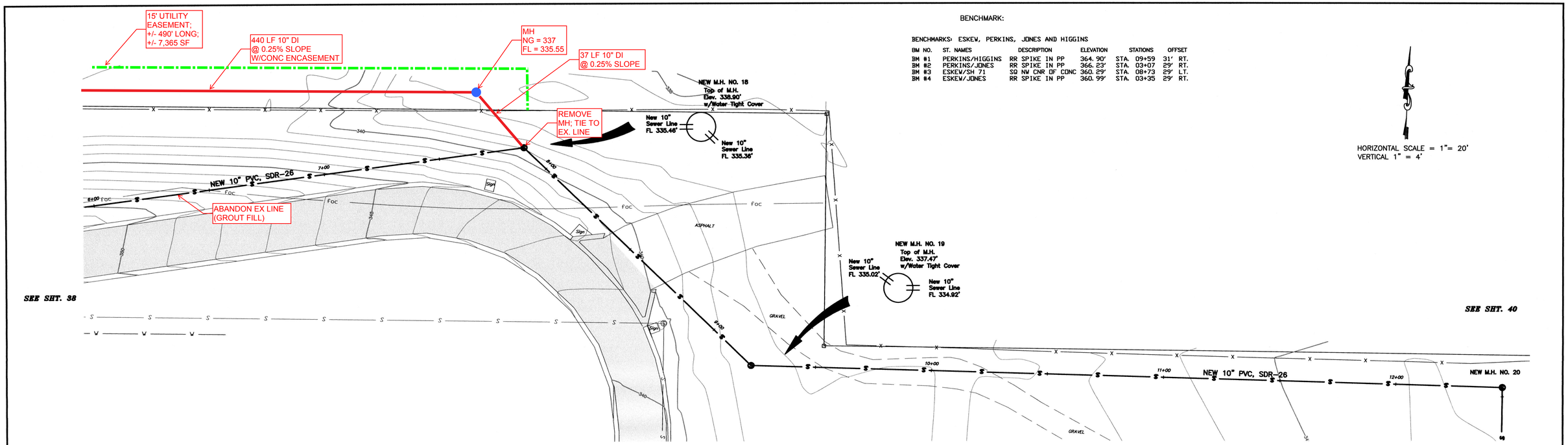
ALTERNATE 3 – WASTEWATER
Revised 09/30/08

STATE OF TEXAS
EUGENE J. KRUPPA
43989
LICENSED
PROFESSIONAL ENGINEER
5.20.09

F-2011

F:\JULIANA\LAND PROJECTS3\07-4516\DWG\07-4516A.DWG

PLAN AND PROFILE	BEFCO Job No. 07-4516 Drawing Name 07-4516A Drawn By JCP	SURVEYED BY	DATE
FIELD BOOK NO. 392	XREF – PROFILES		

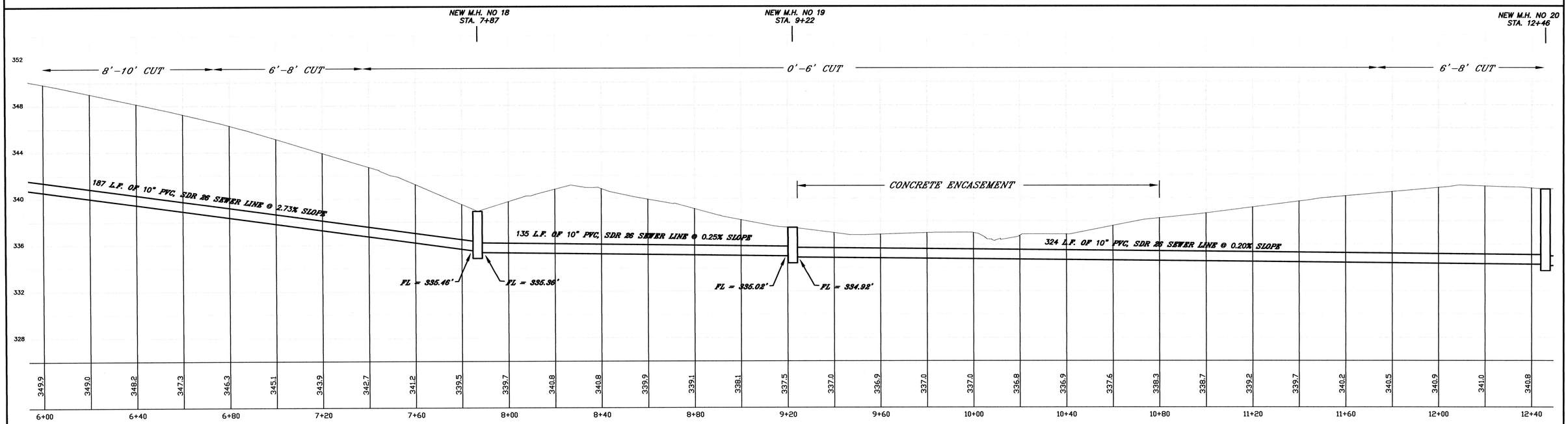


BENCHMARK:

BENCHMARKS: ESKEW, PERKINS, JONES AND HIGGINS

BM NO.	ST. NAMES	DESCRIPTION	ELEVATION	STATIONS	OFFSET
BM #1	PERKINS/HIGGINS	RR SPIKE IN PP	364.90'	STA. 09+59	31' RT.
BM #2	PERKINS/JONES	RR SPIKE IN PP	366.23'	STA. 03+07	29' RT.
BM #3	ESKEW/SH 71	SQ NW CNR OF CONC	360.29'	STA. 08+73	29' LT.
BM #4	ESKEW/JONES	RR SPIKE IN PP	360.99'	STA. 03+35	29' RT.

HORIZONTAL SCALE = 1"= 20'
VERTICAL 1" = 4'



"AS BUILTS"
Revised 05/20/09

ALTERNATE 3 – WASTEWATER
Revised 09/30/08

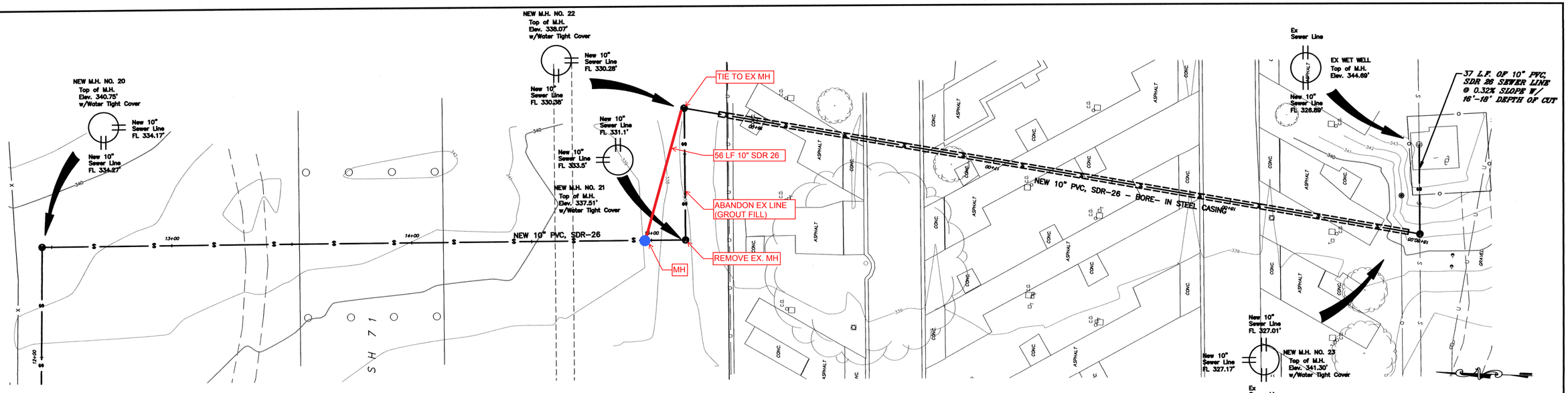
STATE OF TEXAS
EUGENE J. KRUPPA
43989
LICENSED PROFESSIONAL ENGINEER
5-20-09

F-2011

F:\JULIANA\LAND PROJECTS3\07-4516\DWG\07-4516A.DWG

CITY OF BASTROP | WASTEWATER LINE IMPROVEMENTS | BEFCO JOB NO. 07-4516 | SHEET 39

PLAN AND PROFILE	BEFCO Job No. 07-4516 Drawing Name 07-4516A Drawn By JCP	SURVEYED BY	DATE
FIELD BOOK NO. 392	XREF – PROFILES		



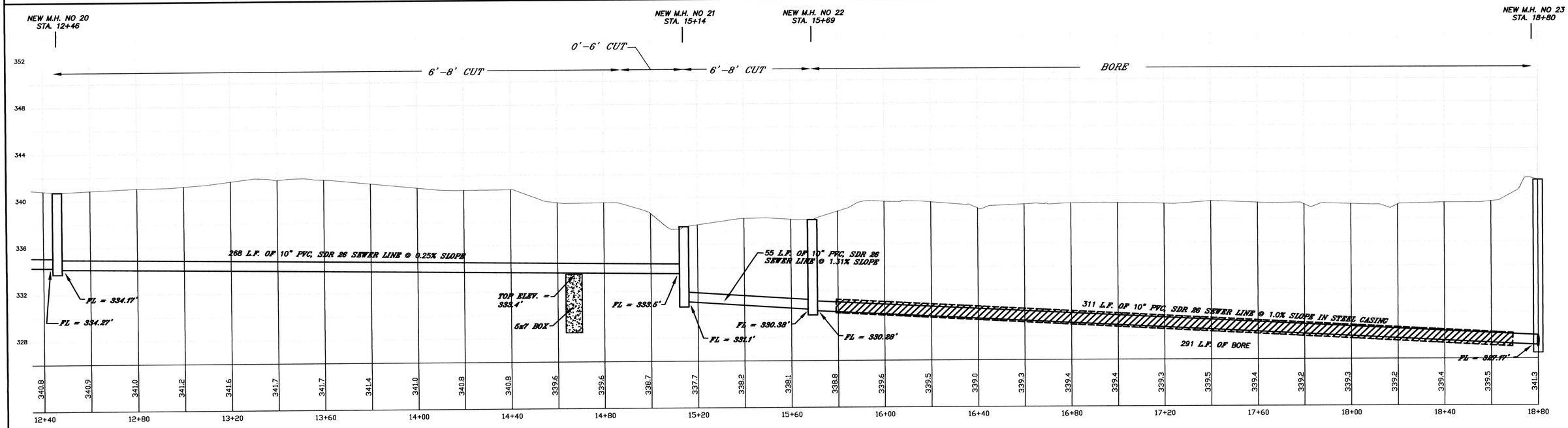
SEE SHT. 39

BENCHMARK:

BENCHMARKS: ESKEW, PERKINS, JONES AND HIGGINS

BM NO.	ST. NAMES	DESCRIPTION	ELEVATION	STATIONS	OFFSET
BM #1	PERKINS/HIGGINS	RR SPIKE IN PP	364.90'	STA. 09+59	31' RT.
BM #2	PERKINS/JONES	RR SPIKE IN PP	366.23'	STA. 03+07	29' RT.
BM #3	ESKEW/SH 71	SQ NW CNR OF CONC	360.29'	STA. 08+73	29' L.T.
BM #4	ESKEW/JONES	RR SPIKE IN PP	360.99'	STA. 03+35	29' RT.

HORIZONTAL SCALE = 1"= 20'
VERTICAL 1" = 4'



"AS BUILTS"
Revised 05/20/09

ALTERNATE 3 - WASTEWATER F-2011
Revised 09/30/08

STATE OF TEXAS
EUGENE J. KRUPPA
43989
LICENSED PROFESSIONAL ENGINEER
5.20.09

F:\JULIANA\LAND PROJECTS3\07-4516\DWG\07-4516A.DWG

CITY OF BASTROP | WASTEWATER LINE IMPROVEMENTS | BEFCO JOB NO. 07-4516 | SHEET 40

PLAN AND PROFILE	BEFCO Job No. 07-4516 Drawing Name 07-4516A Drawn By JCP	SURVEYED BY	DATE
FIELD BOOK NO. 392	XREF - PROFILES		

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12J

TITLE:
Consider action to approve Resolution No. R-2019-40 of the City Council of the City of Bastrop, Texas supporting The Daughters of the Republic of Texas to pursue funding for the Stephen F. Austin and The Baron de Bastrop sculptures to be created by Clint Howard, owner of Deep in the Heart Art Foundry with no matching funds from the City of Bastrop; providing for a severability and repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
James K. Altgelt, Director of Public Safety/Chief of Police
Colin Guerra, Chief Storyteller and Artist in Residence

BACKGROUND/HISTORY:
On May 2, 2018, The Daughters of the Republic of Texas initially proposed to the Bastrop Art in Public Places Board regarding the commissioning of a sculpture depicting Stephen F. Austin and The Baron de Bastrop. The proposed large sculptures were designed by Clint Howard, owner of Deep in the Heart Art Foundry, and would be cast in bronze at his foundry.

The Daughters of the Republic of Texas would raise the funds and manage the project through completion. Once completed, The Daughters of the Republic of Texas would bestow the sculptures to the City of Bastrop, who would assume ownership and the obligation to insure, clean, and maintain the pieces.

From May 2018 through October 2018, The Daughters of the Republic of Texas attended multiple BAIPP and provided updates regarding their progress in conceptual ozone and designing the project. At the November 7, 2018 BAIPP, The Daughters of the Republic of Texas brought a miniature rendering of the sculptures. Over the course of these meetings, the location of the sculptures was considered and discussed. At the March 6, 2019 BAIPP, the Board voted to recommend approval of the project to the City Council.

The Daughters of the Republic of Texas are seeking a Letter of Intent or Resolution documenting the City's support of the project and would accept the sculptures when they were completed. The City would display the sculptures in an easily accessible and high traffic area. If, in the event the City was no longer able to or desired to maintain the sculptures, The Daughters of the Republic of Texas would reserve the first right of refusal. In the event The Daughters of the Republic of Texas did not accept the sculptures, the City would reserve the right to dispose of the sculptures in any manner deemed appropriate.

The Daughters of the Republic of Texas will provide a contract outlining these details to be reviewed by the City Attorney.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:
This project would be a donation and has no adverse impact to the City's budget.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-40 of the City Council of the City of Bastrop, Texas supporting The Daughters of the Republic of Texas to pursue funding for the Stephen F. Austin and The Baron de Bastrop sculptures to be created by Clint Howard, owner of Deep in the Heart Art Foundry with no matching funds from the City of Bastrop; providing for a severability and repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution No. R-2019-40

RESOLUTION NO. R-2019-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS SUPPORTING THE DAUGHTERS OF THE REPUBLIC OF TEXAS TO PURSUE FUNDING FOR THE STEPHEN F. AUSTIN AND THE BARON DE BASTROP SCULPTURES TO BE CREATED BY CLINT HOWARD, OWNER OF DEEP IN THE HEART ART FOUNDRY WITH NO MATCHING FUNDS FROM THE CITY OF BASTROP; PROVIDING FOR A SEVERABILITY AND REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Arts in Public Places Board assists the Bastrop City Council in the selection, display, and maintenance of art in the City of Bastrop and acquires works of art by purchase, loan, or donation for public enjoyment; and

WHEREAS, The Daughters of the Republic of Texas approached the Bastrop Art in Public Places Board and offered to secure funding for bronze sculptures depicting Stephen F. Austin and The Baron de Bastrop created by Clint Howard, owner of Deep in the Heart Art Foundry, at no cost to the City of Bastrop; and

WHEREAS, the City of Bastrop supports The Daughters of the Republic of Texas pursuit of funds for the sculpture project; and

WHEREAS, the City of Bastrop agrees to accept ownership of the sculptures, which includes providing insurance, cleaning, and maintenance for the sculptures; and

WHEREAS, the City of Bastrop will display the sculptures in an easily accessible and high traffic area; and

WHEREAS, the City of Bastrop agrees to return the sculptures to The Daughters of the Republic of Texas in the event the City of Bastrop was no longer interested or able to maintain the sculptures;

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

Section 1. The City Council of the City of Bastrop supports The Daughters of the Republic of Texas pursuing funding for the Stephen F. Austin and The Baron de Bastrop sculptures to be created by Clint Howard, owner of Deep in the Heart Art Foundry.

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 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 23rd day of April 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12K

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-15 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 2 Titled "ANIMAL CONTROL," Article 2.01 Titled "GENERAL PROVISIONS," Sections 2.01.001 Titled "DEFINITIONS" amending the definitions of various terms; amending 2.01.004 Titled 'RESTRICTIONS ON KEEPING LIVESTOCK AND FOWL" to extend application to fowl being maintained in violation of this section; Article 2.04 Titled "IMPOUNDMENT," DIVISION 2 Titled "LIVESTOCK" by requiring Animal Control to refer any impounded livestock to the County Sheriff and repealing specific procedures for impounding livestock; and amending Article 2.07 Titled "NUISANCES" Section 2.07.001 Titled "CREATING HEALTH HAZARD" to extend applicability to animals "maintained" in violation of this section and repealing all prior ordinances that are in conflict herewith; as attached in Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting, and move to include on the May 14, 2019 agenda for a second reading.

STAFF REPRESENTATIVE:
James K. Altgelt, Director of Public Safety/Chief of Police

BACKGROUND/HISTORY:
On February 22, 2005, the Bastrop City Council ("Council") amended Chapter 2 - "ANIMAL CONTROL," Article 2.01 - "GENERAL PROVISIONS," Section 2.01.007 "Injury or destruction of wild birds" of the City of Bastrop Code of Ordinances. This amendment declared the City of Bastrop as a bird sanctuary and that any person who willfully kill or injure any wild bird, remove the eggs or young from the nest of a wild bird shall be guilty of a class C misdemeanor. Pigeons, English sparrows, European starlings, grackles, ravens, red-winged blackbirds, blackbirds, cowbirds, feral rock doves, and crows were all excluded from being included in this ordinance.

In June 2009, the Council adopted Ordinance 2009-013 and created what became to be known as the "Chicken Sanctuary".

Over the passage of time, some of these chickens migrated from the Chicken Sanctuary to other parts of the City. These broods have become a nuisance to residential and business owners.

On November 29, 2017, a Public Hearing was conducted during the City Council Meeting to address the public's concerns pertaining to the chickens and what would be the appropriate action. At that time of this Public Hearing, any chicken that was at-large and outside the Chicken Sanctuary was deemed to be a nuisance and prohibited from being allowed to roam free.

On March 14, 2018, Dan Hepker, dba Texas Nuisance Wildlife Relocation, entered into a Professional Services Agreement for the humane capture, transportation, and relocation of the chickens from private property within the City.

On March 27, 2018, after receiving an update, Council unanimously opined that the removal of the Chicken Sanctuary would be in the City's best interest.

On May 22, 2018, Council passed an ordinance that dissolved the Chicken Sanctuary.

On March 26, 2019, Council received an update pertaining to the Chicken Relocation Project. A lengthy discussion took place regarding the humane and legal removal of the free-ranging/feral chickens located throughout the City. Criminal violations of law for injuring or killing the chickens were also discussed.

A person who removes chicken eggs from their private property, injures, or kills a chicken while attempting to remove it from their private property is subject to criminal prosecution under our current ordinance. Amending our current ordinance to include chickens would allow private property owners to assist in the removal of these nuisance chickens from their property without subjecting themselves to potential criminal penalties. Amending our current ordinance would not jeopardize the City's position as a bird sanctuary and individuals who intentionally or knowingly tortured a chicken would still be subjected to criminal prosecution under Chapter 42, of the Texas Penal Code, § 42.09 – Cruelty to Animals. Under this section, "torture" is defined as any act that causes unjustifiable pain or suffering. Bastrop County Criminal District Attorney Bryan Goertz has opined that all of the livestock animals identified in this section of the statute are raised with the intention for human consumption and therefore, would be killed. It is the method used to kill the animal that would be examined to determine if the method caused unjustifiable pain or suffering. This determination of fact would be one that would ultimately be decided by a judge or jury in the event criminal charges were pursued against a person who killed an animal in a manner that "out of the ordinary" and could be deemed as torture.

During the April 9th Council Meeting, a discussion took place regarding a citizen refusing to allow the Animal Services Officer or a Police Officer on their property and how the current ordinance defined "harboring" an animal (chicken). It was agreed that the feral/free-ranging chickens were a threat to public health and deemed a nuisance. The elimination of a three-day period would be a reasonable amendment and facilitate the safe and humane capture, transportation and relocation of the chickens from private property throughout the City.

A review by the City Attorney revealed that current processes contained in the ordinance for the impoundment of estray livestock animals was duplicated by what State Law already requires the County Sheriff to perform.

POLICY EXPLANATION:
This amendment to the ordinance, if passed, would eliminate the requirement for a three-day period in order meet the definition of "harbor". This amendment would also eliminate the duties / process of handling estray livestock currently assigned to the City and allow the County Sheriff to perform these duties in accordance with State Law.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the first reading of Ordinance No. 2019-15 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 2 Titled “ANIMAL CONTROL,” Article 2.01 Titled “GENERAL PROVISIONS,” Sections 2.01.001 Titled “DEFINITIONS” amending the definitions of various terms; amending 2.01.004 Titled ‘RESTRICTIONS ON KEEPING LIVESTOCK AND FOWL” to extend application to fowl being maintained in violation of this section; Article 2.04 Titled “IMPOUNDMENT,” DIVISION 2 Titled “LIVESTOCK” by requiring Animal Control to refer any impounded livestock to the County Sheriff and repealing specific procedures for impounding livestock; and amending Article 2.07 Titled “NUISANCES” Section 2.07.001 Titled “CREATING HEALTH HAZARD” to extend applicability to animals “maintained” in violation of this section and repealing all prior ordinances that are in conflict herewith; as attached in Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting, and move to include on the May 14, 2019 agenda for a second reading.

ATTACHMENTS:

- Ordinance 2019-15
- Attachment “A”



ORDINANCE NO. 2019-~~XX~~15

Formatted: Not Highlight

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, CHAPTER 2 TITLED "ANIMAL CONTROL," ARTICLE 2.01 TITLED "GENERAL PROVISIONS," SECTIONS 2.01.001 TITLED "DEFINITIONS" AMENDING THE DEFINITIONS OF VARIOUS TERMS; AMENDING 2.01.004 TITLED "RESTRICTIONS ON KEEPING LIVESTOCK AND FOWL" TO EXTEND APPLICATION TO FOWL BEING "MAINTAINED" IN VIOLATION OF THIS SECTION; ARTICLE 2.04 TITLED "IMPOUNDMENT," DIVISION 2 TITLED "LIVESTOCK" BY REQUIRING ANIMAL CONTROL TO REFER ANY IMPOUNDED LIVESTOCK TO THE COUNTY SHERIFF AND REPEALING SPECIFIC PROCEDURES FOR IMPOUNDING LIVESTOCK; AND AMENDING ARTICLE 2.07 TITLED "NUISANCES" SECTION 2.07.001 TITLED "CREATING HEALTH HAZARD" TO EXTEND APPLICABLITY TO ANIMALS "MAINTAINED" IN VIOLATION OF THIS SECTION AND REPEALING ALL PRIOR ORDINANCES THAT ARE IN CONFLICT HEREWITH; AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop ("City") has the responsibility to address any public health and safety problems; and

WHEREAS, the Bastrop City Council ("Council") has received information from the Community and the Police Department about the presence of free-ranging/feral chickens that are a nuisance to private property; and

WHEREAS, on November 29, 2017, Council conducted a Public Hearing to address the public's concerns pertaining to the free ranging/feral chickens that resided outside of the "Chicken Sanctuary;" and

WHEREAS, on March 27, 2018, after receiving an update, the Council unanimously opined that the removal of the "Chicken Sanctuary" would be in the City's best interest; and

WHEREAS, on May 22, 2018, and the Council repealed the Ordinance that established the "Chicken Sanctuary;" and

WHEREAS, on March 26, 2019, Council had a discussion and determined obtaining help from the property owners who are impacted by the free-ranging/feral chickens would be a positive step in eradicating these broods from the City; and

WHEREAS, the City is authorized by Tex. Loc. Gov't Code § 51.001 to adopt, appeal, or amend any ordinance that is for the good government, peace, or order of the municipality, and for the trade and commerce of the municipality, and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the City has the full power of local self-government as recognized by Tex. Loc. Gov't Code § 51.072; and

WHEREAS, the City Council finds this Ordinance to be reasonable and prudent, and in the best interest of the health, safety, and sanitation of the city for its residents.

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

Chapter 2, Article 2.01, et. Seq. of the Code of Ordinances to the City of Bastrop, which is entitled "GENERAL PROVISIONS" is amended to read as described and attached hereto as *Exhibit "A."* City staff is directed to act in accordance with the Council's amendment to *Exhibit "A".*

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage.

SECTION 4. REPEALER

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 5. 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 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 & ACKNOWLEDGED on First Reading on this, the ____ day of April 2019.

READ & APPROVED on the Second Reading on this, the ____ day of _____ 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

EXHIBIT "A"

City of Bastrop Code of Ordinances

Chapter 2 – ANIMAL CONTROL

ARTICLE 2.01 – GENERAL PROVISIONS

Sec. 2.01.001 - Definitions.

When used in the city Code of Ordinances, the following words and terms, unless the context indicates a different meaning, or unless otherwise specifically defined for application to a portion of this chapter, shall be interpreted as follows:

…

Harboring. The act of keeping and caring for an animal or of providing premises to which the animal returns for food, shelter or care ~~for a period of three (3) days or longer~~. Refusal to allow animal control to impound an at large, stray or feral animal constitutes harboring said animal.

Keep. To retain on the premises by any means; to harbor, control, own or have custody or possession of an animal ~~for a period of three (3) days or longer~~.

…

Protected animals. ~~*Poultry, fowl and*~~ *Bbirds that are harbored in any city park or park area.*

Sec. 2.01.004 - Restrictions on keeping or maintaining livestock and fowl.

(a) *Keeping hogs prohibited; exceptions*.

(1) It is unlawful and constitutes a violation of this chapter for a person to keep or maintain any hog in any house, shed, pen, lot, pasture or other enclosure in the corporate limits of the city.

(2) This subsection does not apply to hogs kept temporarily (i.e., for a period not to exceed forty-eight (48) consecutive hours) in shipping pens, when such holding pens are utilized for the purposes of shipment, nor does this subsection apply to hogs kept temporarily (i.e., for a period not to exceed seventy (70)

consecutive hours) at auction or sales pens or barns for the purpose of a hog or livestock sale or show held within the city, if in compliance with all other applicable ordinances.

(3) The keeping of hogs by persons involved in recognized educational agricultural programs, such as FFA and 4-H, is exempt from the blanket prohibition noted in subsection (1) above, but such activities must comply with other applicable provisions in this chapter, for example those related to noises, odors and adequate housing for such animals.

(b) *Keeping or Maintaining animals near water supply wells.* It is unlawful and constitutes a violation of this chapter for a person, whether for himself or as the agent, representative or servant of other(s), to participate in keeping or maintaining any animal (other than pet animals) in any pen, pasture, lot, shelter, or enclosure which is located within fifty (50) feet of any water supply wells, or a water supply source from which the city or any citizen of the city obtains its water supply, as per V.T.C.A. Administrative Code, title 30, Natural Resources and Conservation, § 290.41(c)(1)(C), (D), (F), or in violation of any other applicable state or federal law related to drinking water supplies.

(c) *Keeping or Maintaining livestock and fowl generally.* It is unlawful and constitutes a violation of this chapter to keep or maintain any horse(s), cattle, sheep, goat, rabbit or other livestock, including poultry/fowl, at any place in the city if:

(1) Within fifty (50) feet of any private residence or dwelling place of a person other than the owners of the animals or fowl;

(2) Within one hundred (100) feet of any building or structure that is open to the public, with the exception of open park land; or

(3) The animals or poultry/fowl in question are being kept or maintained in any manner or location that results in noises, odors, pests, or other conditions associated with the animals or poultry/fowl that would annoy, offend or disturb the reasonable sensibilities of residents or person(s) occupying or visiting the private residences and dwelling places, or the buildings and structures which are open to the public.

While the distance provisions do not apply to open park land, the other requirements of this section relating to the manner in which animals are kept (i.e., provisions prohibiting annoyances and offensive conditions created by animals therein), shall apply.

ARTICLE 2.04 – IMPOUNDMENT

DIVISION 2. - LIVESTOCK

Sec. 2.04.031 - Running at large.
It is unlawful for any owner or person in control of any horse, mule, donkey, jack, jenney, cattle, hog, goat or sheep (estray) to permit any such animal to run at large on land that is not owned or otherwise controlled by the owner or harborer (e.g., via a lease or permit), or on any street, alley or other public property or place within the city's corporate limits.

Sec. 2.04.032 - Impoundment ~~authorized; procedures~~.
It shall be the duty of the animal control department to contact the sheriff or the sheriff's designee to take up (impound) any and all estrays ~~and other livestock~~ that may be found ~~[~~running at large~~]~~ ~~and~~ upon any street or alley or upon any unenclosed lot in the city, or otherwise found running at large, and to confine such estrays and other livestock for safekeeping until possession is taken by the sheriff or his designee. ~~or destruction or other disposal by the city, as is deemed appropriate in the sole discretion of the city. Upon impoundment, the animal control department shall prepare a file, to be located in the animal control department, related to the incident of impoundment. Each entry shall include the following:~~

~~(1) The name and address of the person who notified the animal control department of the estray and other livestock being at large; (2) The date, time and location of the estray and other livestock when found; (3) The location of the estray and other livestock until disposition; and (4) A description of the animal impounded, including its breed, color, sex, age, size, all markings of any kind and other identifying characteristics.~~

~~Sec. 2.04.033 - Advertisement of impounded livestock.~~
~~When an estray or other livestock has been impounded, the animal control department shall make a diligent search of the register of recorded brands in the county for the owner of the estray or other livestock. If the search does not reveal the owner, the animal control department shall advertise the impoundment of the estray in a newspaper of general circulation in the county at least twice during the next fifteen (15) days following impoundment and post a notice of the impoundment of the estray or other livestock on the public notice board of city hall.~~

~~Sec. 2.04.034 - Claiming of animal by owner.~~
~~The owner of an estray or other livestock may recover possession of the animal at any time before the animal is sold under the terms of this article if:~~

~~(1) The owner has provided the animal control department with an affidavit of ownership of the estray or other livestock containing at least the following information: (A) The name and address of the owner; (B) The date the owner discovered that the animal was missing; (C) The property from which the animal strayed; (D) A description of the animal, including its breed, color, sex, size, all markings of any kind and any other identifying characteristics; (2) The owner has paid all handling fees to those entitled to receive them.~~

~~Sec. 2.04.035 - Fees.~~

Commented [EH1]: Per Texas Agriculture Code section 142.009 it is the duty of the County Sheriff to handle found estrays. Only exotic fowl are included in the definition of estray so we would not need to follow this procedure for chickens.

~~For each and every estray or other livestock taken and impounded there shall be paid to the city by the owner thereof or his agents the fees established by the City Council, as set forth in section A2.04.035 of the fee schedule in appendix A to this code, for each and every day that the animal shall remain in the custody of the animal control department. The owner shall also pay for any veterinarian care or drug fees incurred for the animal(s) while in the custody of the animal control department, as well as all costs associated with feeding, grooming and housing and maintaining the estray or livestock. Additionally, the owner shall be responsible for reimbursing the city for all costs related to advertising pursuant to this chapter related to estrays and livestock recovered by the city and returned to the owner.~~

~~Sec. 2.04.036 - Sale of impounded livestock.~~
~~(a) If the ownership of an estray or other livestock is not determined within fourteen (14) days following the final advertisement required by this article, title to the estray or other livestock rests with the city and the animal control department shall then cause the estray or other livestock to be sold at a public auction. If there are not any bidders, ownership is forfeited to the city. (b) Title shall be deemed vested in the animal control department for the purposes of passing a good title, free and clear of all claims, to the purchaser at the sale. The disposition of the proceeds derived from the sale at public auction will be as follows: (1) Pay all handling fees to those entitled to receive them; and (2) Execute a report of sale of impounded stock; and (3) The net proceeds remaining from the sale of the estray or other livestock after the handling fees have been paid shall be delivered by the animal control department to the city's finance office. Such net proceeds shall be subject to claim by the original owner of the estray or other livestock, as provided herein, after payment to the city of all costs incurred by it in keeping and handling the strays and sale of same. If the bids are too low, the animal control department shall have the right to refuse all bids and arrange for another public auction or sealed bidding procedure.~~

~~Sec. 2.04.037 - Recovery of sale proceeds by owner.~~
~~(a) Within twelve (12) months after the sale of an estray or other livestock under the provisions of this article, the original owner of the estray may recover the net proceeds of the sale that were delivered to the finance office if: (1) The owner has provided the animal control department with an affidavit of ownership of the animal(s) sold; and (2) The animal control department has accepted the affidavit of ownership; and (3) Any proceeds remain after city costs are paid in full. (b) After the expiration of twelve (12) months from the sale of an estray or other livestock as provided by this article, the sale proceeds shall revert to the city. If the animal was forfeited to the city due to no bidders at the auction, then the city is not to be liable to the owner for any proceeds of the sale, since no proceeds were received.~~

~~Sec. 2.04.038 - Use of livestock while impounded.~~
~~During the period of time an estray or other livestock is held by one who impounded the estray or other livestock, it may be used by any person for any legal purpose that does not harm or otherwise endanger the animal.~~

~~Sec. 2.04.039 - Death or escape of livestock while impounded.~~

~~If the estray or other livestock dies or escapes while held by the person who impounded it, the person shall report the death or escape to the animal control department. The report shall be filed in the record of the impoundment related to the animal reported as dead or escaped.~~

ARTICLE 2.07 - NUISANCES

Sec. 2.07.001 - Creating health hazard.

(a) *Generally.* It shall be unlawful for any person to keep or maintain any animal, other than a protected animal, on any property located within the corporate limits of the city when the keeping of such animal constitutes a public nuisance or menace to public health or safety. Any person who harbors or keeps on his/her premises, or in or about premises under his/her control, an animal, other than a protected animal, and who allows his/her premises to become a hazard to the general health and welfare of the community, or who shall allow his/her premises to give off obnoxious or offensive odors and/or noises due to the activity or presence of such animals, other than the presences of a protected animal, shall be guilty or a class C misdemeanor.

STAFF REPORT

MEETING DATE: April 23, 2019 **AGENDA ITEM**: 12L

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-16 of the City Council of the City of Bastrop, Texas, repealing Emergency Ordinance 2018-1 (*Temporary Moratorium*, as extended), and enacting procedural rules and criteria for Enhanced Permit Review consistent with Building Bastrop policy directives, including heightened evaluation of certain permit applications for building, construction and development projects, and move to include on the May 14, 2019 consent agenda for a second reading.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager
Alan Bojorquez, City Attorney

