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

February 26, 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 – REGULAR SESSION AT 6:30 P.M.

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

1A. Discuss the creation of rates and standardized contracts for future wholesale water and wastewater customers.

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

3. PLEDGE OF ALLEGIANCE – Sophia Robles and Adrian Flores Balderas, ASL Club and Bastrop Regional Day School Program for the Deaf

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

4. INVOCATION – Bob Long, Police Chaplain

5. PRESENTATIONS

5A. Mayor's Report

5B. Councilmembers' Report

5C. City Manager's Report

5D. Receive Annual Racial Profiling Report from the Bastrop Police Department.

6. WORK SESSION/BRIEFINGS

6A. Receive an update from Kevin Shepard of Verdunity, Inc. regarding the fiscal analysis model being developed as part of the fiscal sustainability requirement of the new proposed code revisions.

6B. Receive an update from Mark Shubak of Strand and Associates regarding the drainage design standards of the new proposed code revisions.

6C. Discuss possible oversize/overweight restrictions (curfew hours) for commercial vehicles.

6D. Update and discussion of current Legislative Session and its impact on local municipalities.

7. STAFF AND BOARD REPORTS

7A. Receive Monthly Report from Visit Bastrop.

7B. Receive presentation on the unaudited Monthly Financial Report for the period ending January 31, 2019.

7C. Receive Monthly Development Update.

7D. Receive the Comprehensive Annual Financial Report and Single Audit Report for the period ending September 30, 2018, which includes the independent auditor's report presented by the independent audit firm of Pattillo, Brown & Hill, L.L.P.

7E. Receive report from Bastrop Economic Development Corporation.

8. 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 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.

9. 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.

9A. Consider action to approve minutes from the February 12, 2019 meeting.

9B. Consider action to approve second reading of Ordinance 2019-01 amending Chapter 15, Fairview Cemetery, Section 15.01.016 - Monument, Memorial or Tombstones, to the code of ordinances of the City of Bastrop, Texas; in accordance with existing statutory requirements; repealing conflicting provisions; providing for severability; and establishing an effective date.

9C. Consider action to approve the second reading of Ordinance 2019-03 amending the budget for the Fiscal Year 2019 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

10. ITEMS FOR INDIVIDUAL CONSIDERATION

10A. Consider action and approve Resolution No. R-2019-23 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).

10B. Consider action and approve Resolution No. R-2019-24 of the City Council of the City of Bastrop, Texas approving Building Bastrop Policy Statement: A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency; and establishing an effective date.

10C. Consider action to approve Resolution R-2019-22 of the City Council of the City of Bastrop, Texas approving a task order for additional design, bidding, and construction phase services for the Main Street Field Engineering Project to MWM DesignGroup in the amount of Seventy-eight Thousand Ten Dollars and Seventy-five Cents ($78,010.75) as attached in Exhibit A , authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

10D. Consider action to approve first reading of Ordinance 2019-02 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances Chapter 13, Article 13.02, Section 13.02.002 "Wastewater Service Charge"; repealing conflicting provisions; providing for severability; proper notice and meeting; establishing for an effective date; and move to include on the March 12, 2019 consent agenda for second reading.

10E. Consider action to approve the first reading of Ordinance No. 2019-04 of the City Council of the City of Bastrop, Texas amending the Bylaws of the Youth Advisory Council; repealing all prior ordinances and actions in conflict herewith; establishing an effective date and move to include on the March 12, 2019, City Council Consent Agenda for second reading.

10F. Consider action to approve Resolution R-2019-25 of the City Council of the City of Bastrop, Texas ratifying the Mayor's appointment to the Parks Board; and establishing an effective date.

11. EXECUTIVE SESSION

11A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Vandiver Settlement Agreement.

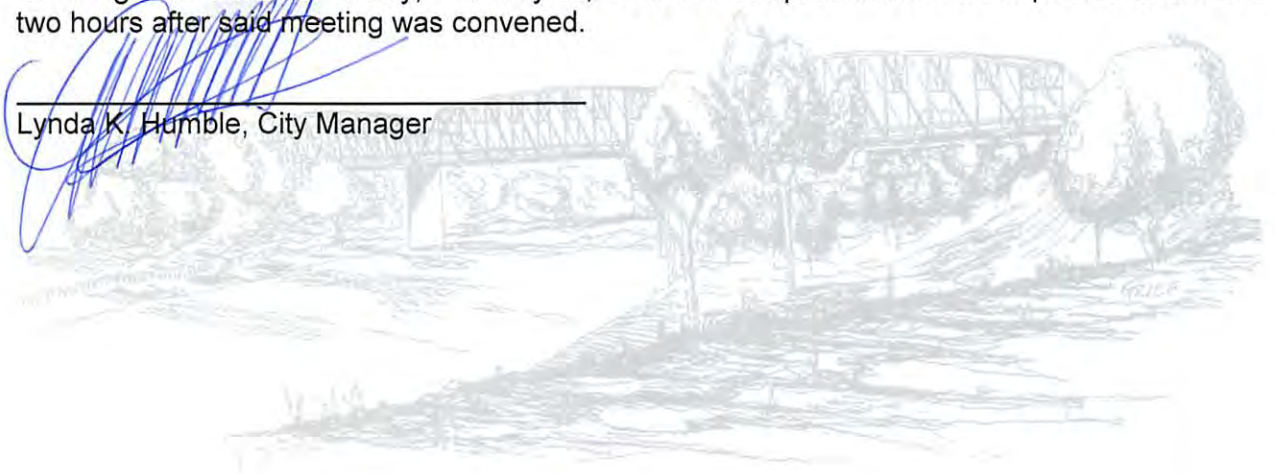
12. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

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: Friday, February 22, 2019 at 11:00 p.m. and remained posted for at least two hours after said meeting was convened.

_____

Lynda K. Humble, City Manager



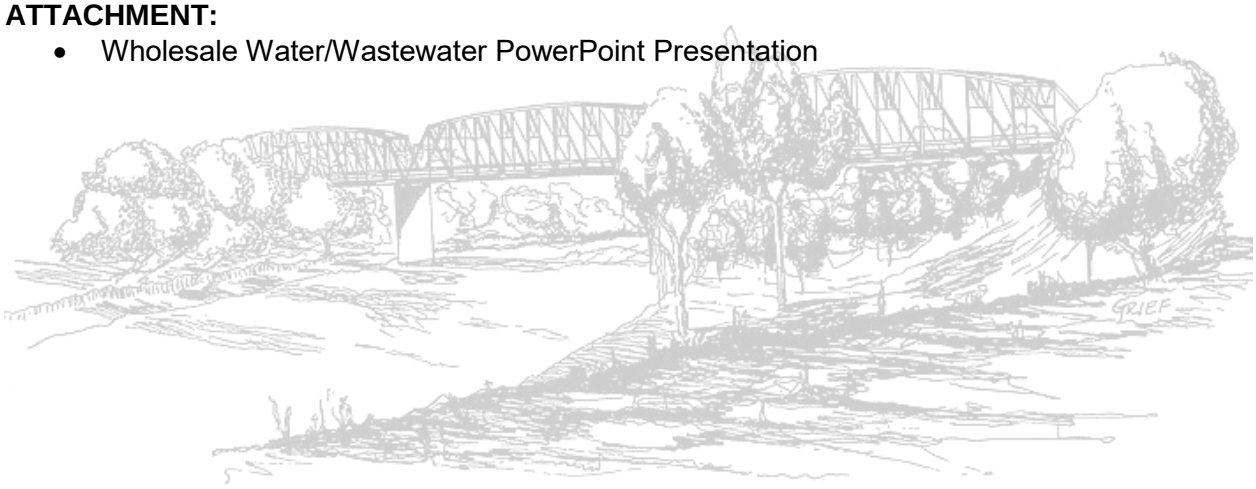
STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 1A

TITLE:
Discuss the creation of rates and standardized contracts for future wholesale water and wastewater customers.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

ATTACHMENT:
- Wholesale Water/Wastewater PowerPoint Presentation















February 25, 2019

City of Bastrop, Texas
Wholesale Rate Study

NewGen Strategies & Solutions

ECONOMICS STRATEGY STAKEHOLDERS SUSTAINABILITY

www.newgenstrategies.net

Wholesale Water

Rate Components

- Supply Cost (Aqua SUD)
  - Pass-through to Wholesale Customer
- Transmission Cost
  - City-related Costs

Rate Structure

- Fixed Charge per MGD
- Volumetric Charge per 1,000 gallons

Wholesale Water Rate Recommendation

	Supply	Transmission	Total
Fixed Charge (monthly)	$ 3,285.00	$ 312.20	$ 3,597.20
Volumetric Charge (per 1,000 gals)	$ 1.00	$ 0.97	$ 1.97

Assumptions:

1. Supply Volumetric Charge includes a 2% loss factor.
2. Peak Day Average = 200 GPD
3. 2:1 peaking ratio

Wholesale Water Revenue

	Rate[1]	Units	Total
Fixed Revenue	$ 3,597.20	12 months	$ 43,166
Volumetric Revenue	1.97	13,323 k/gals	26,180
Total Annual Revenue			$ 69,344
Volumes (k/gals)			13,323
Total Effective Rate			$ 5.21

Notes:
[1]Fixed Rate is a monthly rate. Volumetric Rate is per thousand gallons.

Wholesale Wastewater

Rate Components

- Debt Service (2MG Plant)
- Customer Charge
- Flow, BOD, and TSS

Rate Structure

- Customer Charge
- Volumetric Charge per 1,000 gallons
- Capacity Reservation Fee per Household

Wholesale Wastewater Rate Recommendation

	Rates
Customer Charge (monthly)	$ 2.23
Volumetric Charge (per 1,000 gals)	
Flow Rate	$ 2.36
BOD Rate	0.7366
TSS Rate	0.7366
	$ 3.83

Wholesale Wastewater Revenue

	Rate[1]	Units	Total
Customer Charge Revenue	$ 2.23	12 months	$ 27
Volumetric Revenue	$ 3.83	16,425 k/gals	62,908
Total Annual Revenue			$ 62,936
Volumes (k/gals)			16,425
Total Effective Rate			$ 3.83

Capacity Reservation Fee per Household

	Fee Calculation
Total Cost of WWTP/Collection Lines	$ 62,611,736
Capacity Added (Gallons)	2,000,000
Cost per Gallon	$31.31
Gallons per Household / LUE	250
Capacity Reservation Fee per Household	$ 7,826.47








Questions and Discussion

Chris Ekrut, Director
NewGen Strategies & Solutions
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Richardson, Texas 75080
972.232.2234
cekrut@newgenstrategies.net

NewGen Strategies & Solutions

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).

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.

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.

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.

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.

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.

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.

Section 2.06 Wholesale Service Commitment Not Transferable.

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.

Section 3.02 Design and Construction of the 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.

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

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.

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.

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.

Section 5.04 Volume Charges and Monthly Minimum Charges.

Section 5.05 Bastrop Wastewater Impact Fees.

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 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 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.

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 (90^{th}) 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.

Section 5.08 Reasonableness of Rates and Right of Appeal.

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.

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.

Section 6.02 Monthly Billing Calculations.

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.

Section 6.05 Billing Disputes.

ARTICLE VII. WASTEWATER QUALITY

Section 7.01 Condition of Wastewater Delivered.

Section 7.02 Remedies for Delivery of Prohibited Wastes.

Section 7.03 Sampling and Testing.

ARTICLE VIII. STANDARDS FOR WASTEWATER CONNECTIONS TO DISTRICT SYSTEM

Section 8.01 District Prevention of Infiltration and Inflow.

Section 8.02 Construction and Testing Criteria for District Sewer Connections.

ARTICLE IX. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER

Section 9.01 Liability of District.

Section 9.02 Liability of Bastrop.

ARTICLE X. REGULATORY COMPLIANCE

Section 10.01 Agreement Subject to Applicable Law.

Section 10.02 Cooperation to Assure Regulatory Compliance.

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.

Section 11.03 Additional Remedies upon Default.

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.
Venue**.**

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.

Section 12.11 Severability.

Section 12.12 Records.

Section 12.13 State Approval; Compliance with TCEQ Rules.

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

Section 12.18 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: _____

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: _____

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 _____ 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

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.

Section 2.02 Design and Construction of the 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.

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

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.

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.

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.

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.

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.

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.

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 5.9 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
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 9.10 Consents and Approvals.

Section 9.11 Severability.

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

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: February 26, 2019 **AGENDA ITEM**: 5A

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
February 26, 2019

BASTROPTX
Heart of the Lost Pines / Est. 1832

Latest Activities

February 1 - 14

Events in 2019: 42



Deputy Voter Registrar Renewal



Sip Shop Swirl





FCI Quarterly Community Relations Luncheon





February Chamber Luncheon
Chief Altgelt – Active Shooter Training



Chamber Banquet

BASTROPTX
Heart of the Lost Pines / Est. 1832

HT Fitness







Register and earn points for Bastrop – Join BISD

www.ittcommunitychallenge.com





BASTROPTX
Heart of the Lost Pines / Est. 1832

Planned Events

February 15 – February 26

- February 19 – YMCA Cycle-thon
- February 20
  - TEDC 2019 Legislative Conference
  - TTIA Dinner w/Visit Bastrop
- February 21
  - TEDC 2019 Legislative Conference
- February 22
  - BEST Breakfast in Elgin
  - TEDC 19 Legislative Conference
- February 23
  - Bastrop Food Pantry - Empty Bowl
  - Children's Advocacy Center - Beads Bags and Brunch
- February 25
  - BEDC Monthly Meeting
- February 26
  - City Council Meeting – Early Start Workshop at 5 pm

BASTROPTX
Heart of the Lost Pines / Est. 1832

Upcoming Events & City Meetings

- February 27 - TML Elected Officials Conference
- February 28 - TML Elected Officials Conference
- March 1
  - TML Elected Officials Conference
  - City OFFICES CLOSED
- March 2
  - Zumba-thon at Body Toners (Relay for Life Fundraiser)
  - 4H Livestock Sale
  - Texas Free! Victory or Death (Bastrop Opera House)
- March 4 - Library Board Meeting
- March 6 - Chamber Luncheon
- March 7
  - Mayor's Prayer Breakfast
  - TML Region 10 Meeting
- March 8 – ZOOMA Texas Lost Pines 5K
- March 9 - ZOOMA Texas Lost Pines Challenge 10K
- March 12 – City Council Meeting

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 5B

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: February 26, 2019 **AGENDA ITEM**: 5C

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: February 26, 2019 **AGENDA ITEM**: 5D

TITLE:
Receive Annual Racial Profiling Report from the Bastrop Police Department.

STAFF REPRESENTATIVE:
James K. Altgelt, Director of Public Safety / Chief of Police / Interim Director of Hospitality & Downtown Department

BACKGROUND/HISTORY:
On September 1, 2001, Senate Bill 1074 was enacted establishing what is known today as the Texas Racial Profiling Law. This law is codified in the Texas Code of Criminal Procedure in Articles 2.131 through 2.138, which require a law enforcement agency to adopt a written policy that includes the following:

- Clearly define acts constituting racial profiling;
- Strictly prohibiting their officers from engaging in racial profiling;
- Implement a process by which an individual may file a report with the agency if the individual believes that an officer engaged in racial profiling;
- Provide public education relating to the agency's compliment and complaint process;
- Require appropriate corrective action to be taken against an officer who, after an investigation, is shown to have engaged in racial profiling; require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
    - The race and ethnicity of the individual detained;
    - Whether a search was conducted and, if so, whether the individual consented to the search;
    - Whether the officer knew the race or ethnicity of the individual detained before detaining the individual;
    - Whether the officer used physical force that resulted in bodily injury during the stop;
    - The location of the stop; and
    - The reason for the stop; and
- Require the chief administrator to submit an annual report to the Texas Commission on Law Enforcement (TCOLE) and to the municipal governing body.

The Bastrop Police Department has adopted a written policy as required by the Texas Code of Criminal Procedure.

Racial profiling is commonly defined as "a law-enforcement initiated action based on an individual's race, ethnicity, religion, or national origin rather than on an individual's behavior or on information identifying the individual as having engaged in criminal activity".

Racial profiling is prohibited by statute and by the Bastrop Police Department Policy & Procedure Manual.

Prior to 2018, the Bastrop Police Department was required to complete the "Tier 1" portion for the Racial Profiling Report. An agency was only required to complete a Tier 1 Report if the agency utilized recording devices and required their officers to utilize the recording device during a motor vehicle stop (commonly referred to as a "traffic stop"). Tier 1 reporting required a law enforcement agency to report the following information:

- The number of motor vehicle stops where a citation was issued, an arrest was made, or
- Both a citation and arrest were made;
- The race or ethnicity of the vehicle operator;
- If the race or ethnicity of the vehicle operator was known prior to the traffic stop;
- If a search was conducted; and
- When a search was conducted – if the search was consensual.

On June 15, 2017, Governor Greg Abbott signed into law Senate Bill 1849, which is commonly referred to as the "Sandra Bland Act". The Sandra Bland Act eradicated the provisions for a law enforcement agency to only submit the "Tier 1" portion of the Racial Profiling Report. The Sandra Bland Act now requires all law enforcement agencies to submit the entire racial profiling report to TCOLE and to the municipal governing body.

This presentation is being provided to the Bastrop City Council in accordance with the aforementioned requirements.

POLICY EXPLANATION:
In accordance with Texas Code of Criminal Procedure, Article 2.134 "Compilation and Analysis of Information Collected", the chief administrator of a local law enforcement agency shall provide a Racial Profiling Report to the municipal governing body for the incident-based data compiled during the previous year no later than March 1st of each year.

The Bastrop Police Department Policy & Procedure Manual, Section 2.2 "Bias Based Policing" also requires that a Racial Profiling Report is reported to the City Council annually.

FUNDING SOURCE:
N/A

ATTACHMENTS:

- 2018 Bastrop Police Department Racial Profiling Report – Full Report
- PowerPoint Presentation

Racial Profiling Report | Full report

Agency Name:	Bastrop Police Department
Reporting Date:	02/01/2019
TCOLE Agency Number:	21201
Chief Administrator:	James K. Altgelt
Agency Contact Information:	
Phone:	512-332-8605
Email:	jaltgelt@cityofbastrop.org
Mailing Address:	104 Grady Tuck Lane

This Agency filed a full report

Bastrop Police Department has adopted a detailed written policy on racial profiling. Our policy:

1.) clearly defines acts constituting racial profiling;

2.) strictly prohibit peace officers employed by the Bastrop Police Department from engaging in racial profiling;

3.) implements a process by which an individual may file a complaint with the Bastrop Police Department if the individual believes that a peace officer employed by the Bastrop Police Department has engaged in racial profiling with respect to the individual;

4.) provides public education relating to the agency's complaint process;

5.) requires appropriate corrective action to be taken against a peace officer employed by the Bastrop Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Bastrop Police Department's policy adopted under this article;

6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before

detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: James K. Altgelt

Chief Administrator

Bastrop Police Department

Date: 02/01/2019

Bastrop Police Department Motor Vehicle Racial Profiling Information

Total stops: 2031

Gender

Female: 858
Male: 1173

Race or ethnicity

Black: 232
Asian/Pacific Islander: 29
White: 1251
Hispanic/Latino: 515
Alaska Native/American Indian: 4

Was race or ethnicity known prior to stop?

Yes: 14
No: 2017

Reason for stop?

Violation of law: 70
Pre existing knowledge: 49
Moving traffic violation: 1253
Vehicile traffic violation: 659

Street address or approximate location of the stop

City street: 1513
US highway: 0
State highway: 419
County road: 5
Private property or other: 94

Was a search conducted?

Yes: 112
No: 1919

Reason for Search?

Consent: 22
Contraband: 7
Probable cause: 40

Inventory: 22
Incident to arrest: 21

Was Contraband discovered?

Yes: 66
No: 46

Description of contraband

Drugs: 56
Currency: 0
Weapons: 0
Alchohol: 8
Stolen property: 0
Other: 2

Result of the stop

Verbal warning: 0
Written warning: 956
Citation: 986
Written warning and arrest: 28
Citation and arrest: 61
Arrest: 0

Arrest based on

Violation of Penal Code: 43
Violation of Traffic Law: 14
Violation of City Ordinance: 0
Outstanding Warrant 32

Was physical force resulting in bodily injury used during stop

Yes: 1
No: 2030

Submitted electronically to the



2018 Annual Bastrop Police Department Racial Profiling Report

Overview

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

On September 1st, 2001, Senate Bill 1074 was enacted and created what has become to be known as the Racial Profiling Law.

Each year, the chief administrator of a law enforcement agency is required to submit an annual report to the Texas Commission on Law Enforcement and to the City Council.



Overview

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

In 2018, the Bastrop Police Department conducted 2,031 traffic stops resulting in a warning being issued, a citation being issued, a warning being issued with an arrest being made, and a citation being issued with an arrest being made.



Overview

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

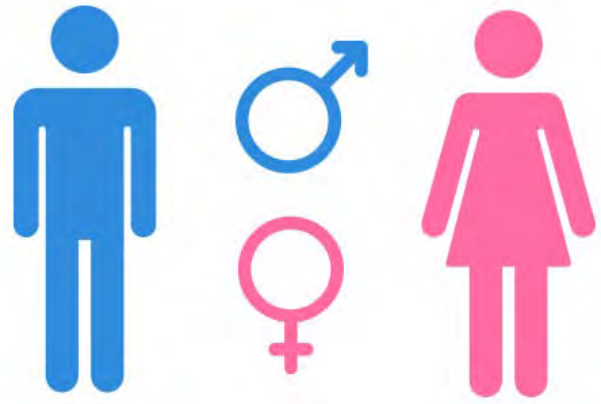
The following presentation is a breakdown of the 2,031 traffic stops as they relate to:

- *Driver's Gender*
- *Driver's Race / Ethnicity*
- *Race / Ethnicity of Driver Known Prior to Stop*
- *Reason for & Location of the Stop*
- *Search conducted & if so was it consensual*
- *Contraband discovered during search*

Traffic Stops Gender

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Number of Stops	Gender	Percentage of Stops
858	Female	42.25%
1,173	Male	57.75%



2,031 Total Traffic Stops
Conducted in 2018

Traffic Stops
Race / Ethnicity

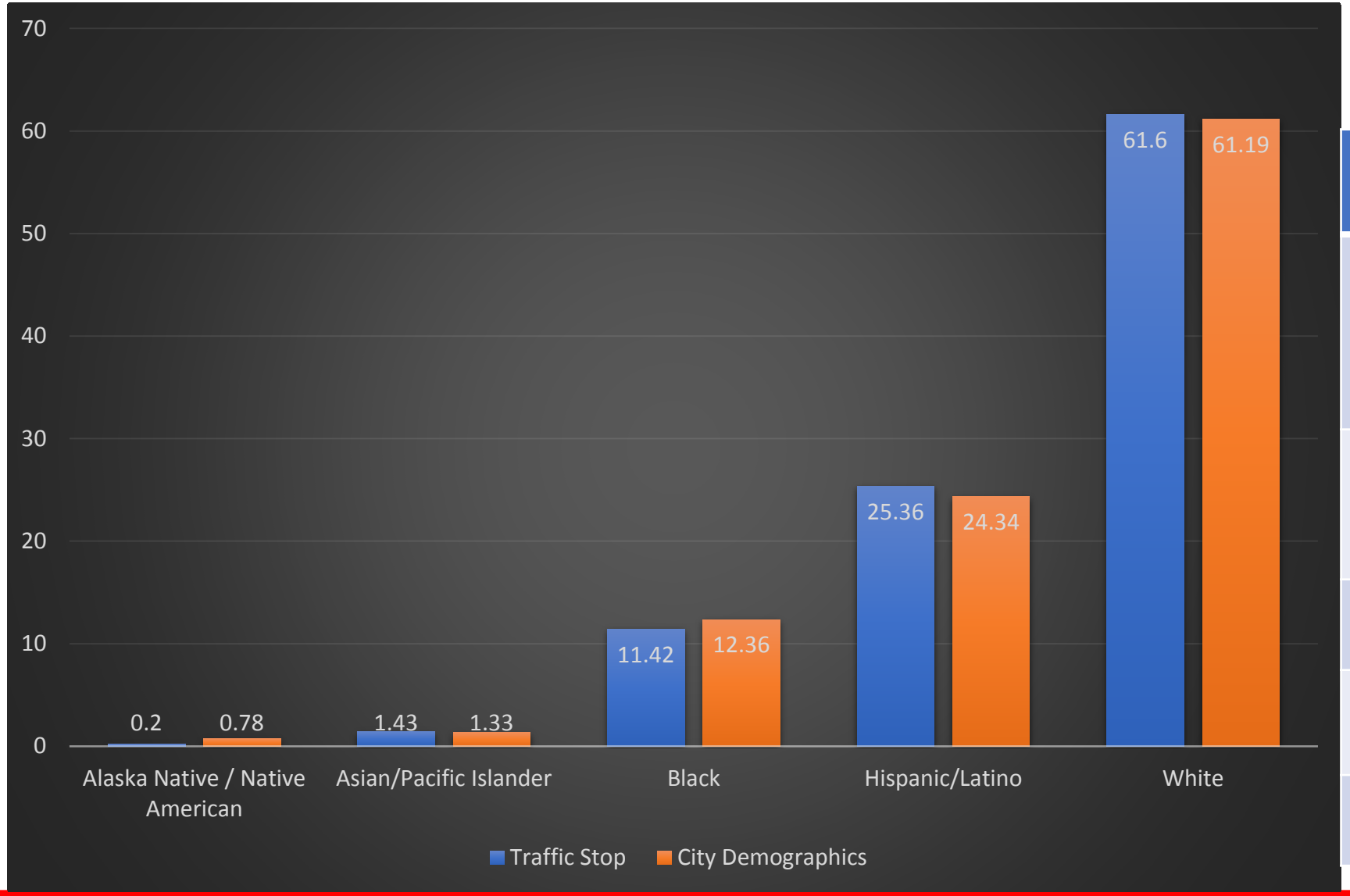
"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Number of Stops	Race / Ethnicity	Percentage of Stops
4	Alaska Native Native American	0.20%
29	Asian Pacific Islander	1.43%
232	Black	11.42%
515	Hispanic / Latino	25.36%
1,251	White	61.60%



2,031 Total Traffic Stops Conducted in 2018

Race / Ethnicity Census Comparison



"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Race Ethnicity	% of Stops	% 2010 Census
Alaska Native Native American	0.20%	0.78%
Asian Pacific Islander	1.43%	1.33%
Black	11.42%	12.36%
Hispanic Latino	25.36%	24.34%
White	61.60%	61.19%

Traffic Stops
Race / Ethnicity Known

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Number of Stops	Race / Ethnicity Known Prior to Stop	Percentage of Stops
14	Yes	0.69%
2,017	No	99.31%



2,031 Total Traffic Stops
Conducted in 2018

Traffic Stops Reasons

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Number of Stops	Reason for the Stop	Percentage of Stops
1,253	Moving Traffic Violation	61.69%
49	Pre-Existing Knowledge	2.41%
659	Vehicle Traffic Violation	32.45%
70	Violation of Law	3.45%





2,031 Total Traffic Stops Conducted in 2018

Traffic Stops Locations

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Number of Stops	Location of Stop	Percentage of Stops
1,513	City Street	74.50%
5	County Road	0.25%
94	Private Property or Other	4.63%
419	State Highway	20.62%



2,031 Total Traffic Stops Conducted in 2018

Traffic Stops Searches

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Number of Stops	Search Conducted	Percentage of Stops
112	Yes	5.51%
1,919	No	94.49%



2,031 Total Traffic Stops Conducted in 2018

Traffic Stops Searches Continued

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

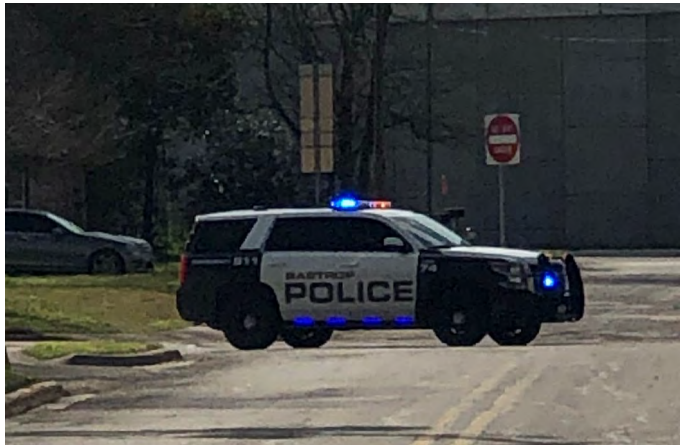
Number of Stops	Reason for Search	Percentage of Searches
22	Consent	19.64%
7	Contraband in Plain View	6.25%
21	Incident to Arrest	18.75%
22	Inventory	19.64%
40	Probable Cause	35.72%

112 Searches Initiated During the 2,031 Total Traffic Stops Conducted in 2018

Traffic Stops Searches Continued

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Number of Stops	Contraband Discovered	Percentage of Searches
66	Yes	58.93%
46	No	41.07%



112 Searches Initiated During the 2,031 Total Traffic Stops Conducted in 2018

Traffic Stops Searches Continued

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Number of Stops	Description of Contraband	Percentage of Searches
8	Alcohol	12.12%
56	Drugs	84.85%
2	Other	3.03%

66 Times Contraband was Located During 112 Searches Initiated During the 2,031 Total Traffic Stops Conducted in 2018

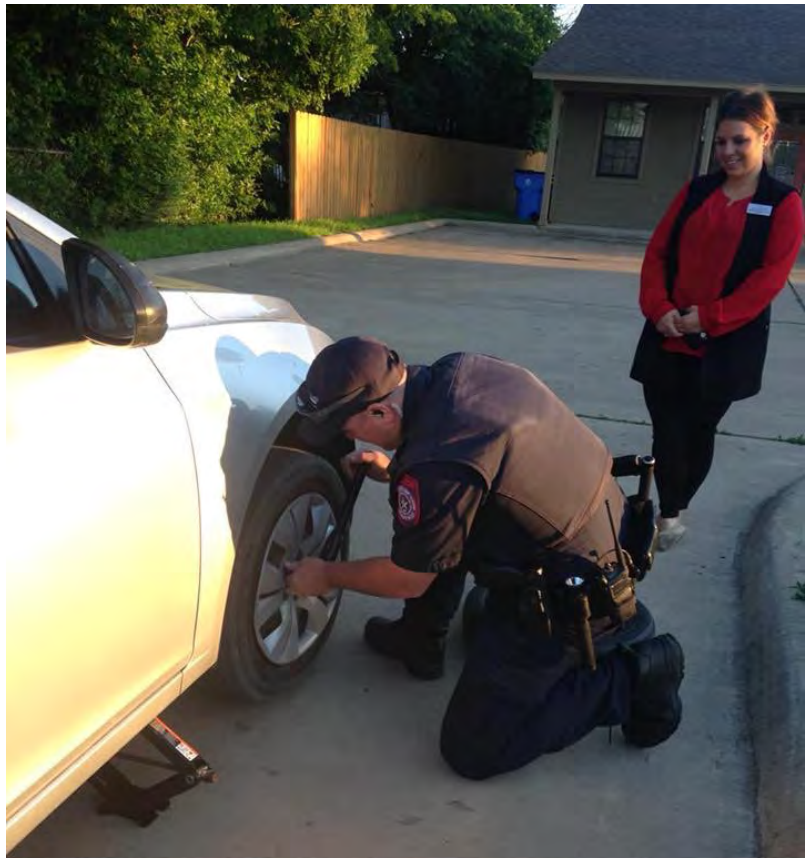


Compliments & Complaints

"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Compliments or Complaints can be made at the Bastrop Police Department – 104 Grady Tuck Lane – Weekdays from 8:00 AM to 5:00 PM.

Please let us know when we are doing well and when there are area you believe we can improve on!



STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 6A

TITLE:
Receive an update from Kevin Shepard of Verdunity, Inc. regarding the fiscal analysis model being developed as part of the fiscal sustainability requirement of the new proposed code revisions.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

ATTACHMENT:

- Fiscal Impact Analysis Presentation

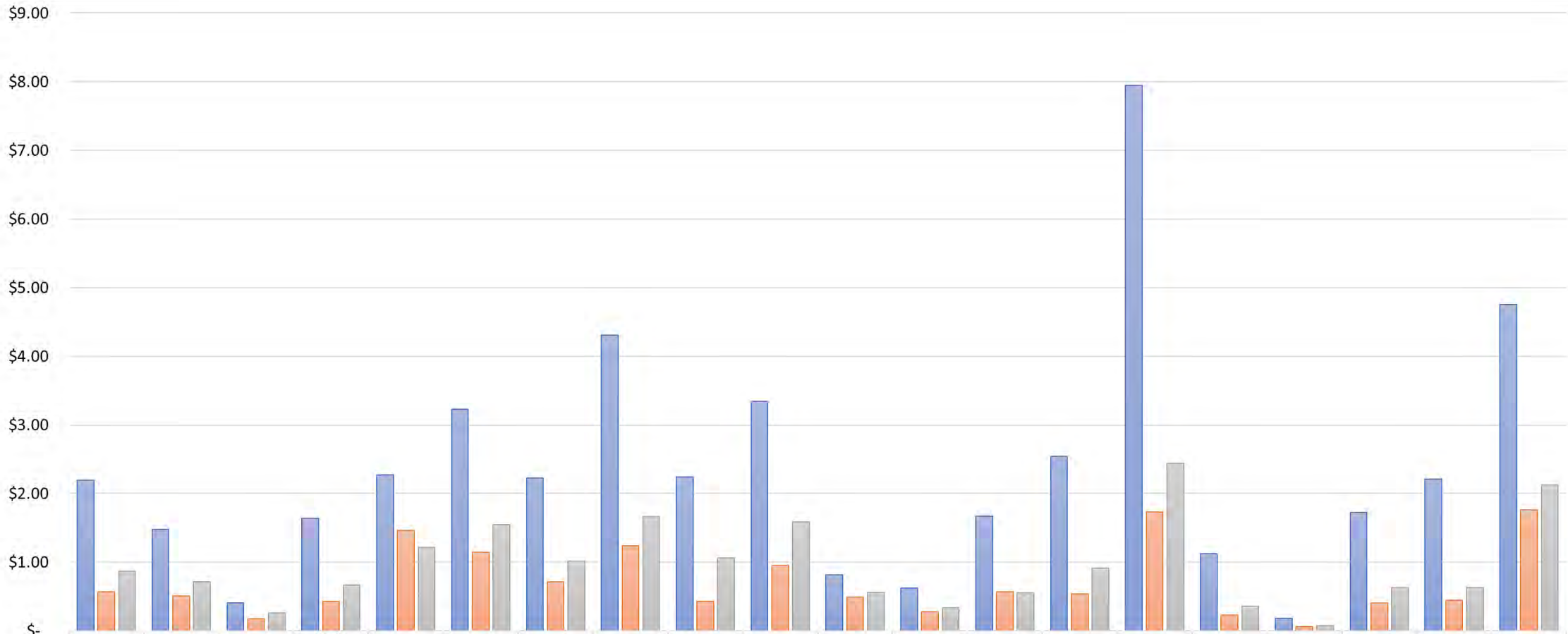


Fiscal Analysis Bastrop, Texas

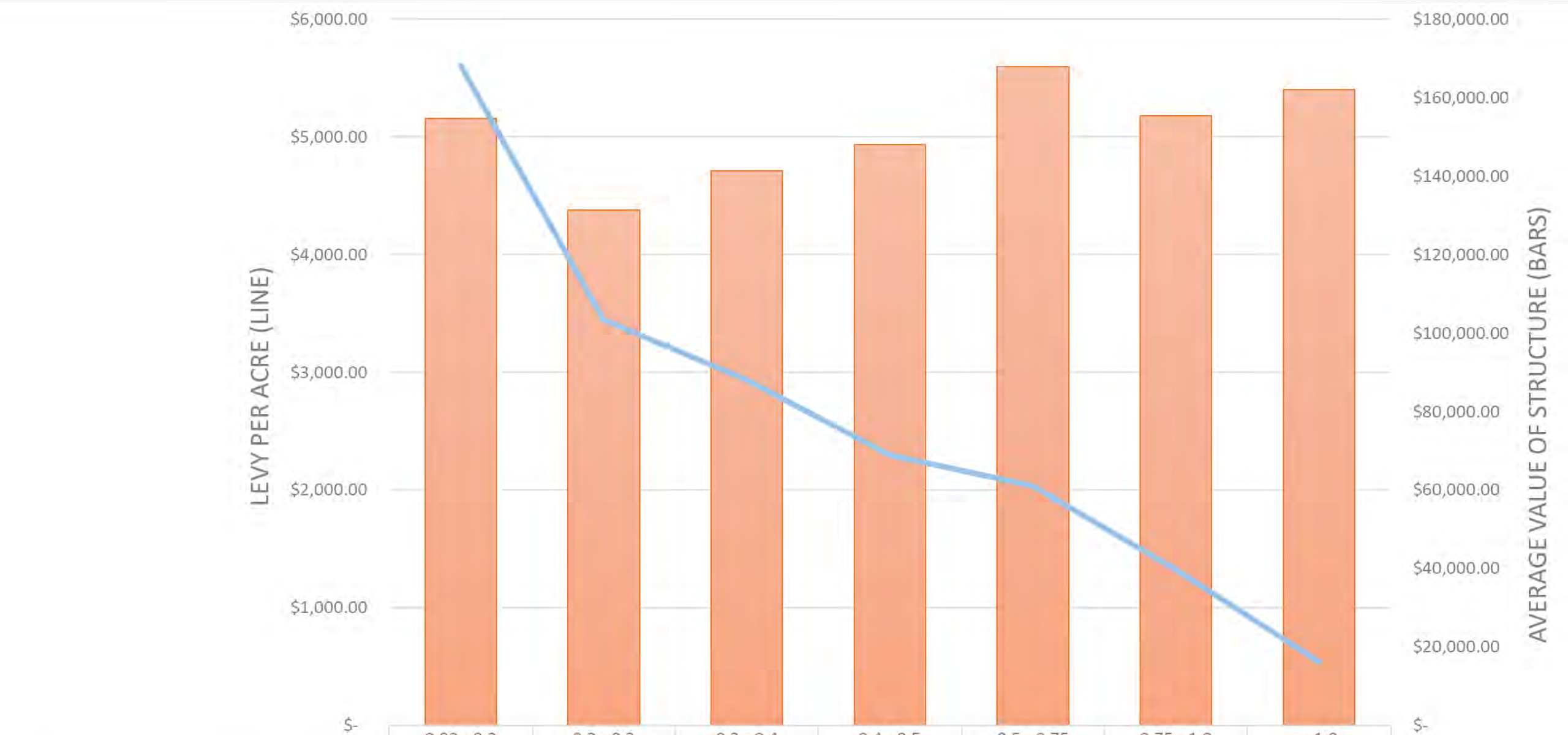
Kevin Shepherd PE. ENV.

February 2019

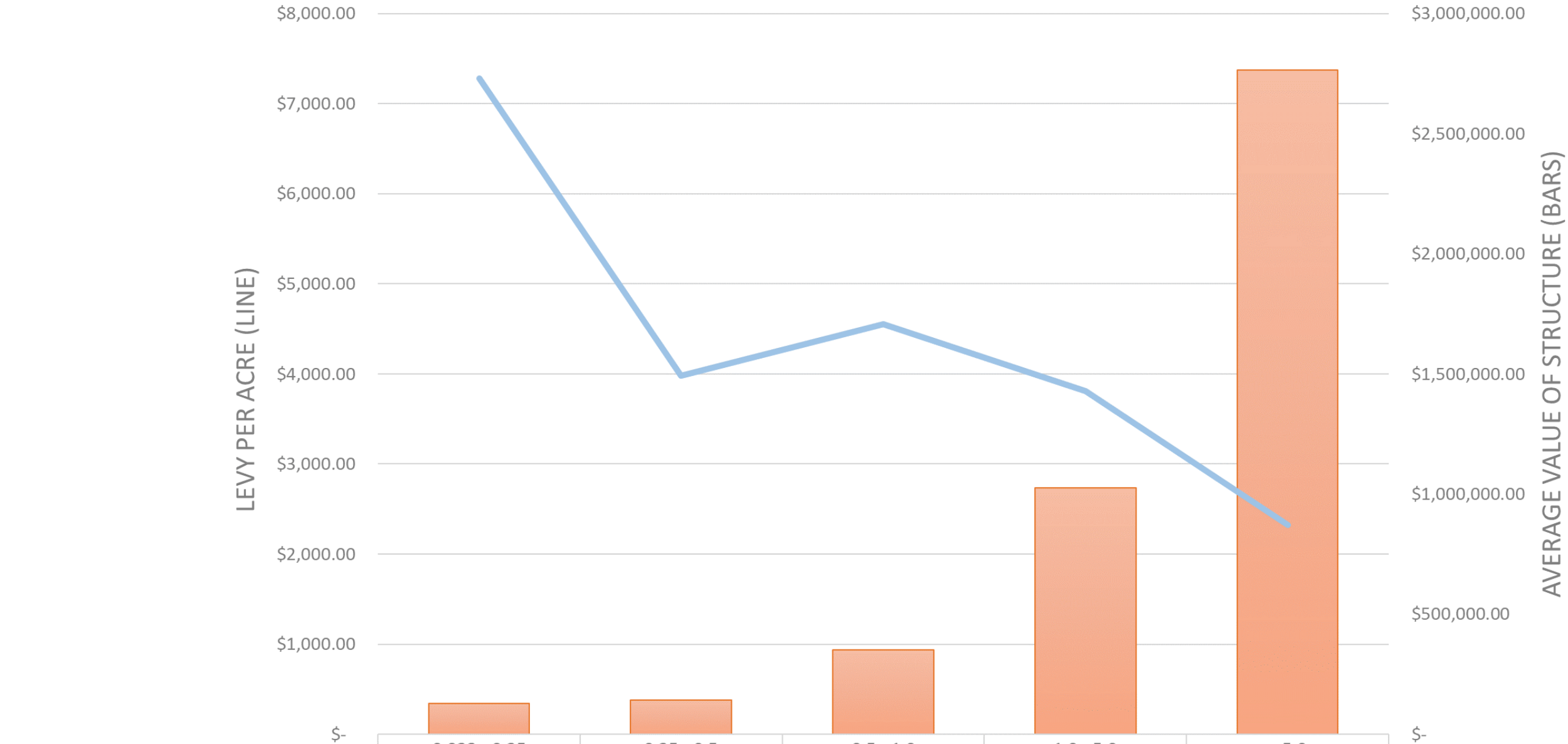
VERDUNITY



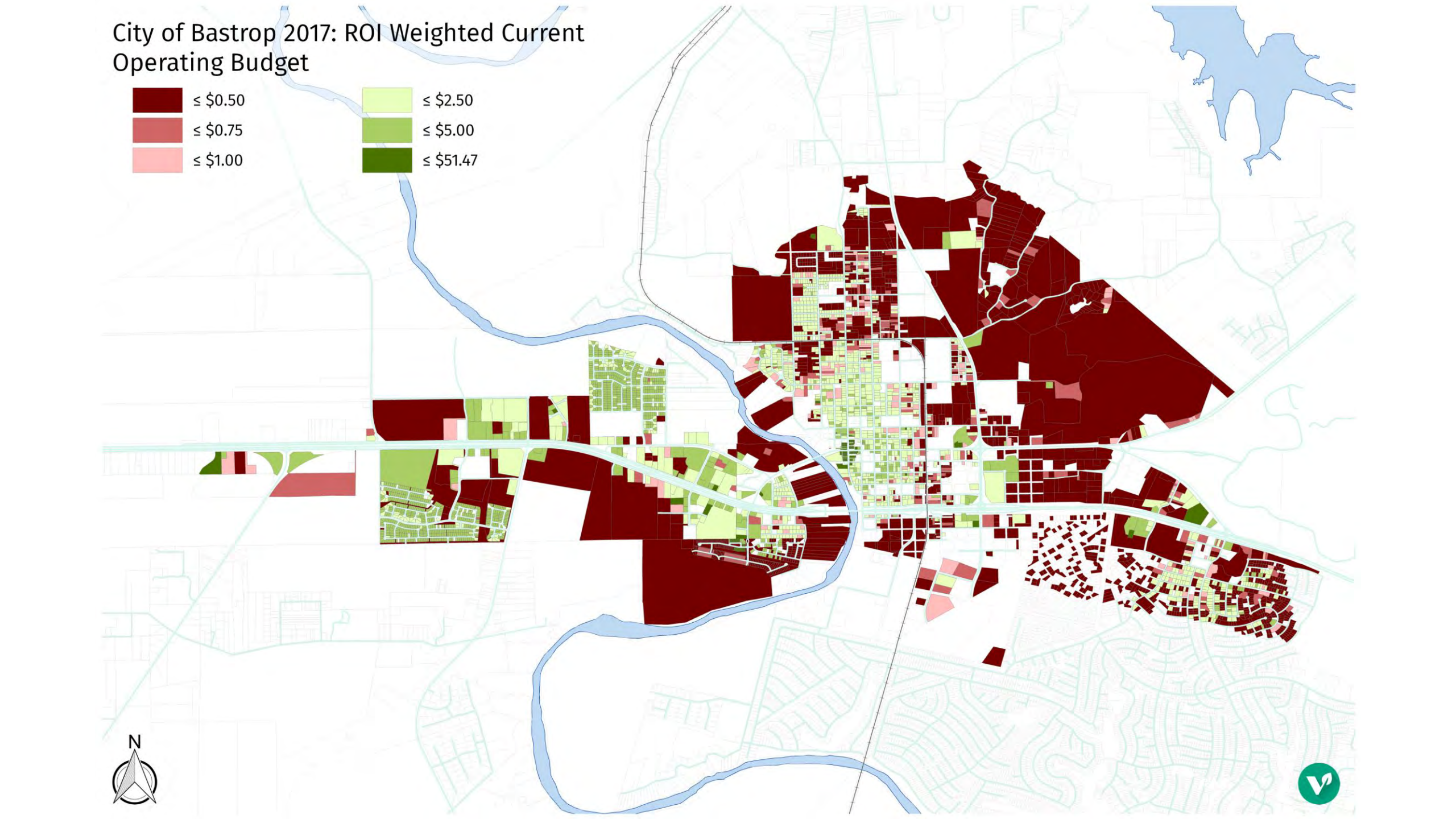
	SF Res 7 *	SF Res 9	SF Res 20	Multi Fam 1 (incl. SF)	Multi Fam 2 *	Com. 1	Com. 2	General Retail	HC PD Com.	HC PD Res.	Indust. Park	Light Indust.	Com. Mxd Use	Dwntwn Mxd Use	Historic Dwntwn	Live Work	Mnfctrd Housing	Nghbrhd Services	Office	Pecan Park PD
ROI Weighted (Scenario A)	$2.19	$1.48	$0.41	$1.64	$2.27	$3.23	$2.22	$4.31	$2.24	$3.35	$0.81	$0.62	$1.67	$2.54	$7.95	$1.13	$0.18	$1.72	$2.21	$4.75
ROI Weighted Deficit Annual (Scenario B)	$0.57	$0.51	$0.17	$0.43	$1.46	$1.15	$0.71	$1.24	$0.43	$0.96	$0.49	$0.27	$0.57	$0.54	$1.73	$0.23	$0.06	$0.41	$0.45	$1.76
ROI Projected (Scenario C)	$0.87	$0.71	$0.26	$0.67	$1.21	$1.55	$1.02	$1.67	$1.06	$1.58	$0.56	$0.34	$0.55	$0.92	$2.44	$0.36	$0.07	$0.63	$0.63	$2.13

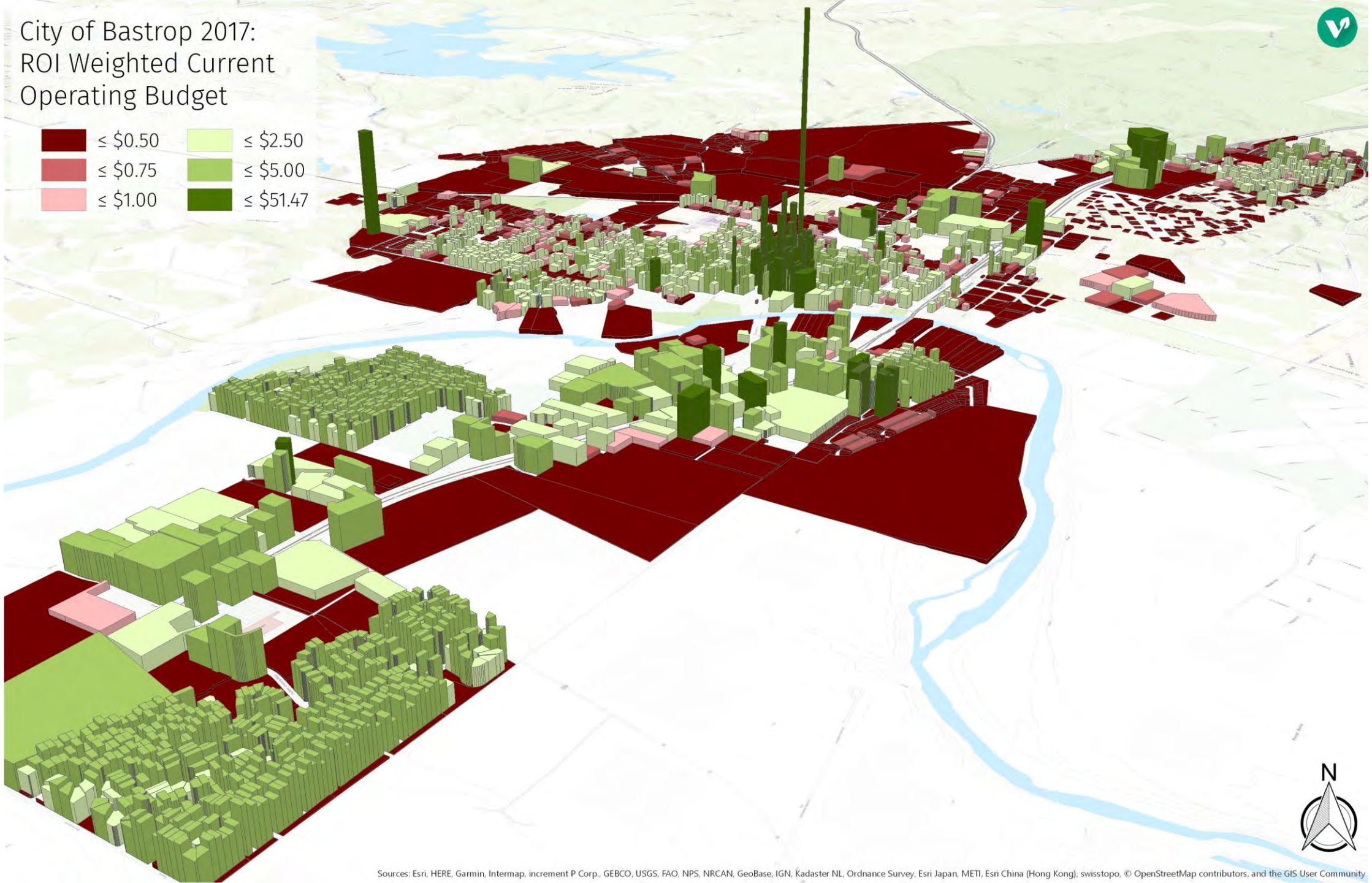


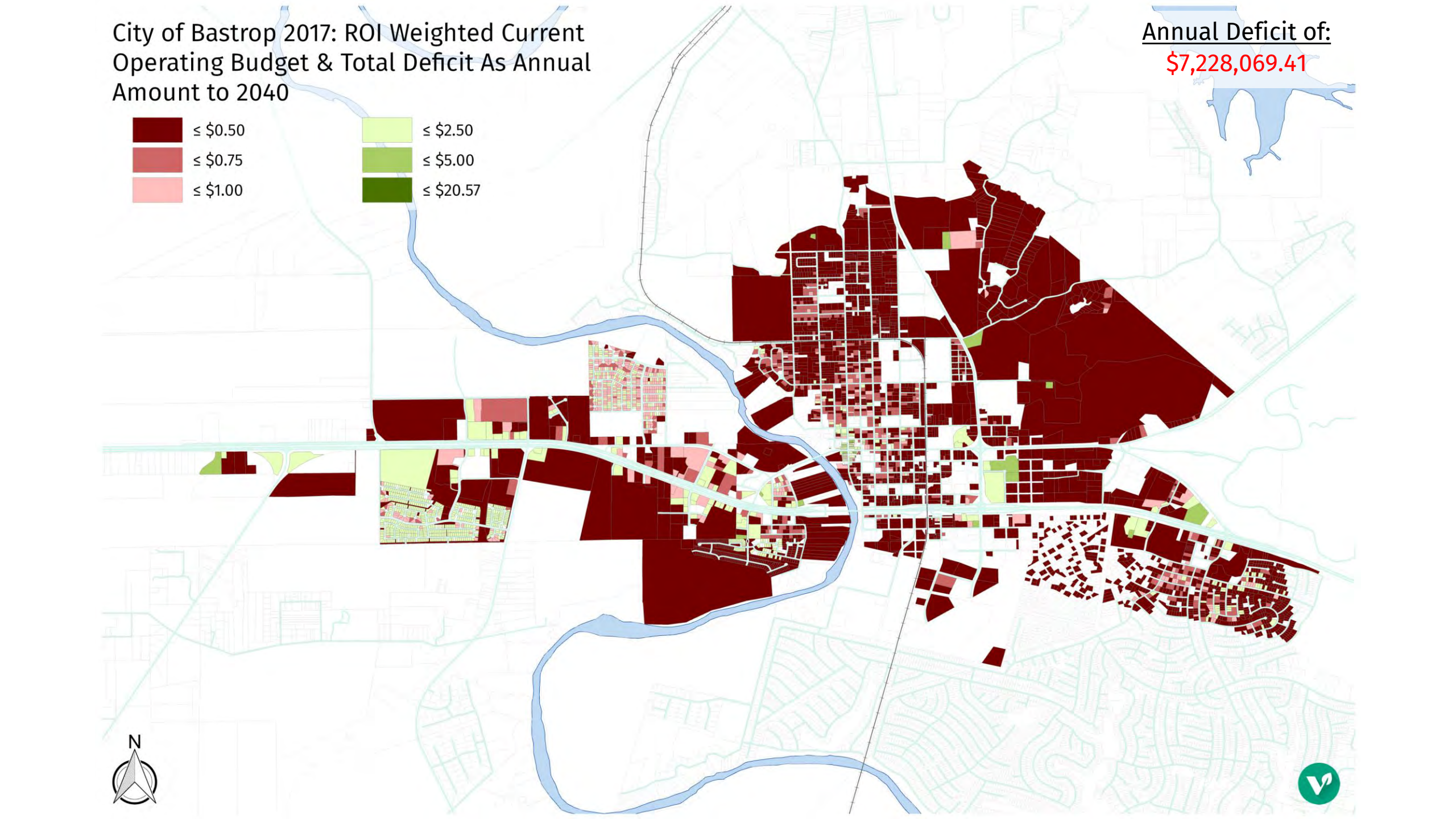
	0.02 - 0.2	0.2 - 0.3	0.3 - 0.4	0.4 - 0.5	0.5 - 0.75	0.75 - 1.0	> 1.0
Average Improvement Value per Structure	$154,686.55	$131,314.47	$141,248.16	$148,034.97	$167,797.19	$155,292.00	$162,005.78
Levy Per Acre	$5,603.09	$3,448.62	$2,934.44	$2,299.31	$2,033.54	$1,322.84	$538.77

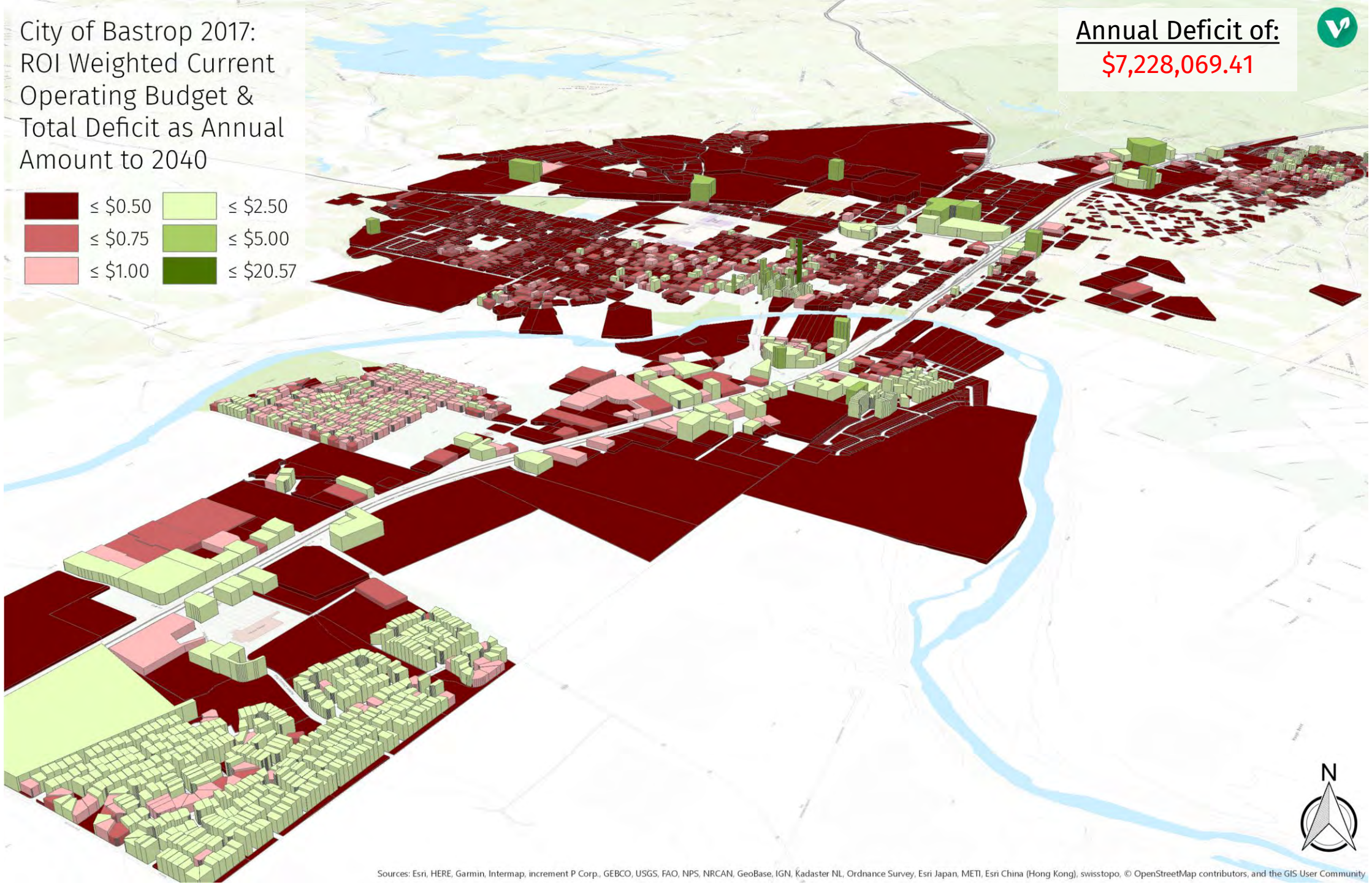


	0.023 - 0.25	0.25 - 0.5	0.5 - 1.0	1.0 - 5.0	> 5.0
Average Improvement Value per Structure	$128,059.30	$141,451.31	$351,830.54	$1,025,652.08	$2,765,479.17
Levy Per Acre	$7,276.79	$3,980.05	$4,555.58	$3,812.97	$2,320.21

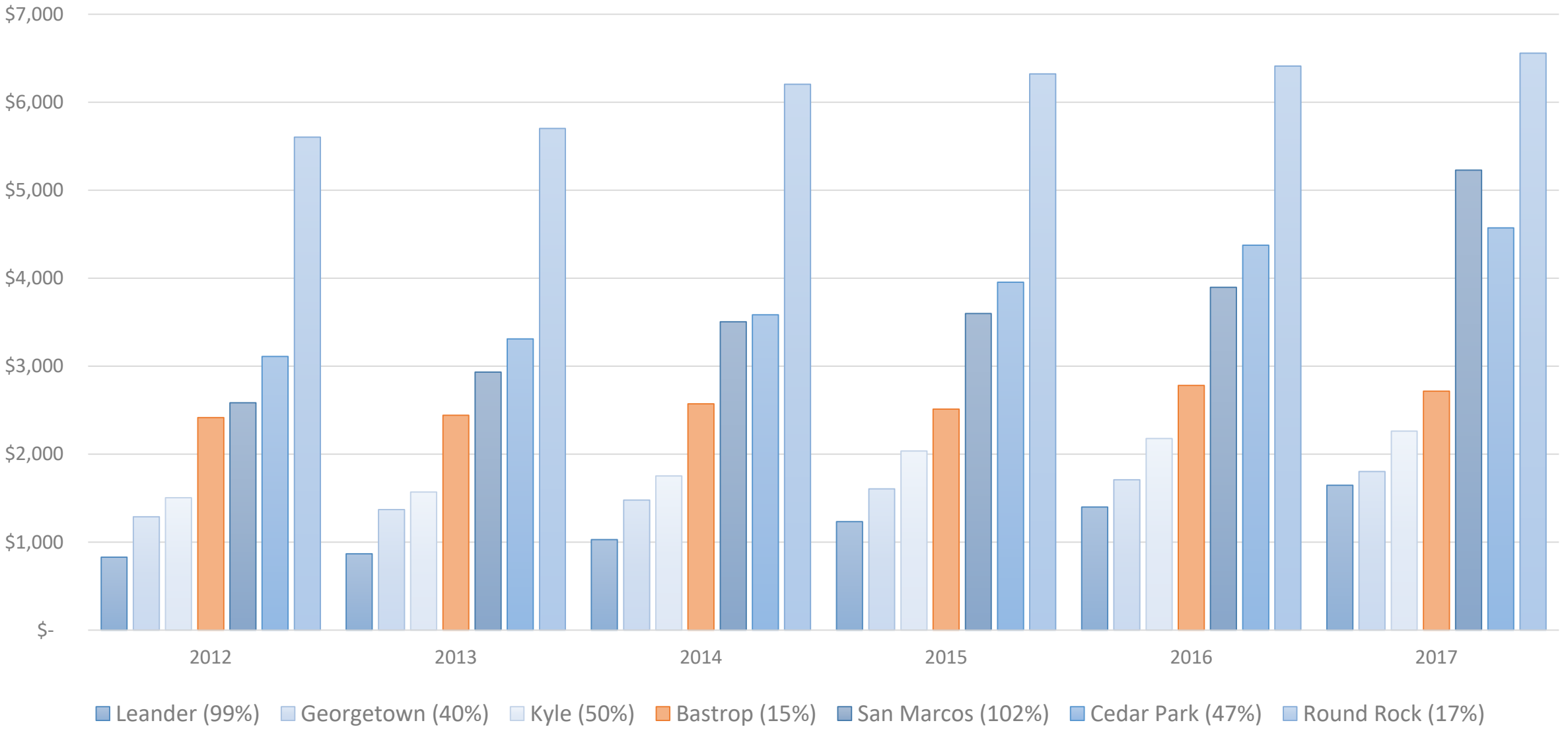

City of Bastrop 2017: ROI Weighted Current Operating Budget
≤ $0.50
≤ $0.75
≤ $1.00
≤ $2.50
≤ $5.00
≤ $51.47
N


City of Bastrop 2017:
ROI Weighted Current
Operating Budget
≤ $0.50
≤ $0.75
≤ $1.00
≤ $2.50
≤ $5.00
≤ $51.47
N
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

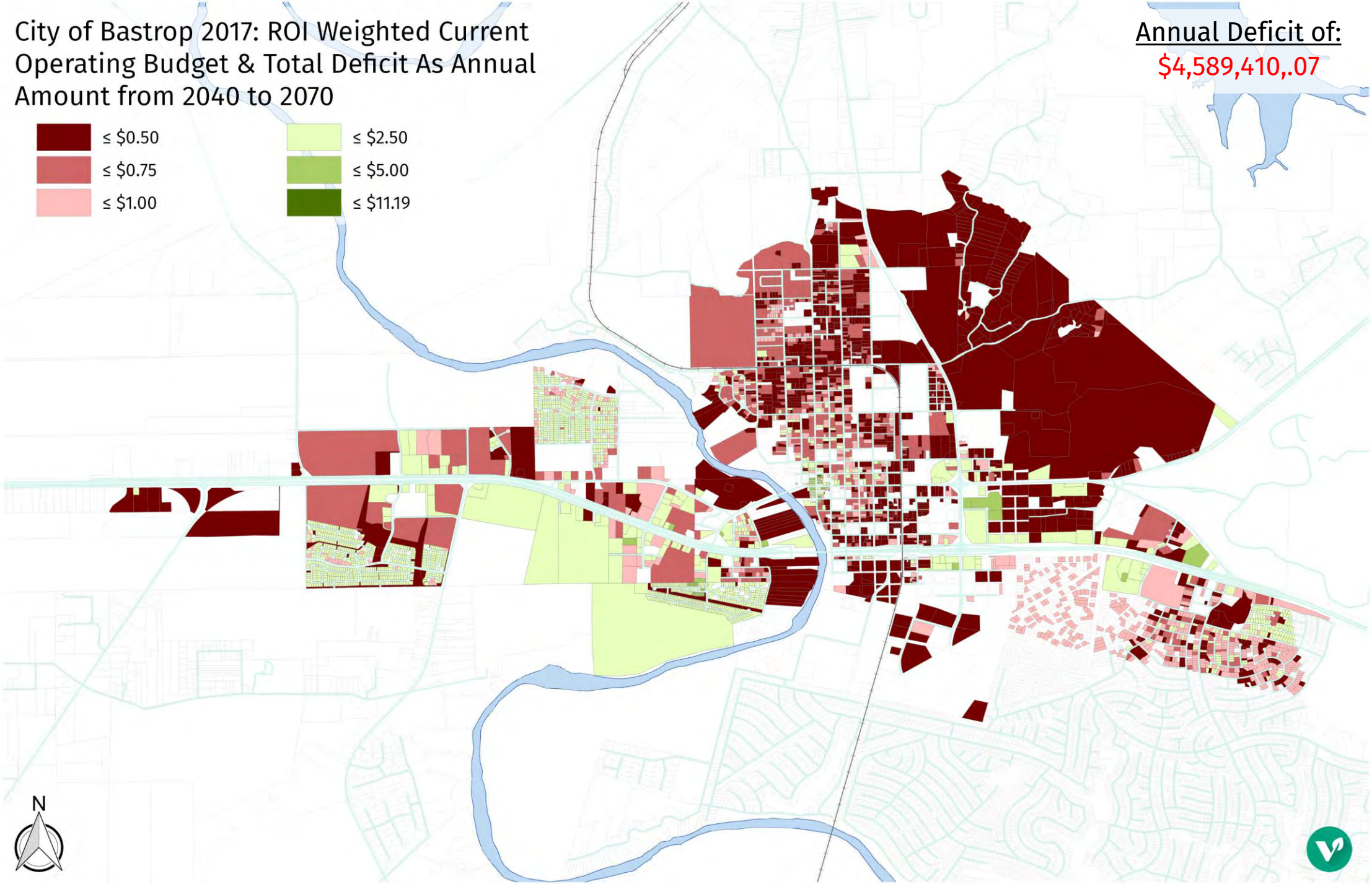

City of Bastrop 2017: ROI Weighted Current Operating Budget & Total Deficit As Annual Amount to 2040
≤ $0.50
≤ $0.75
≤ $1.00
≤ $2.50
≤ $5.00
≤ $20.57
Annual Deficit of:
$7,228,069.41
N

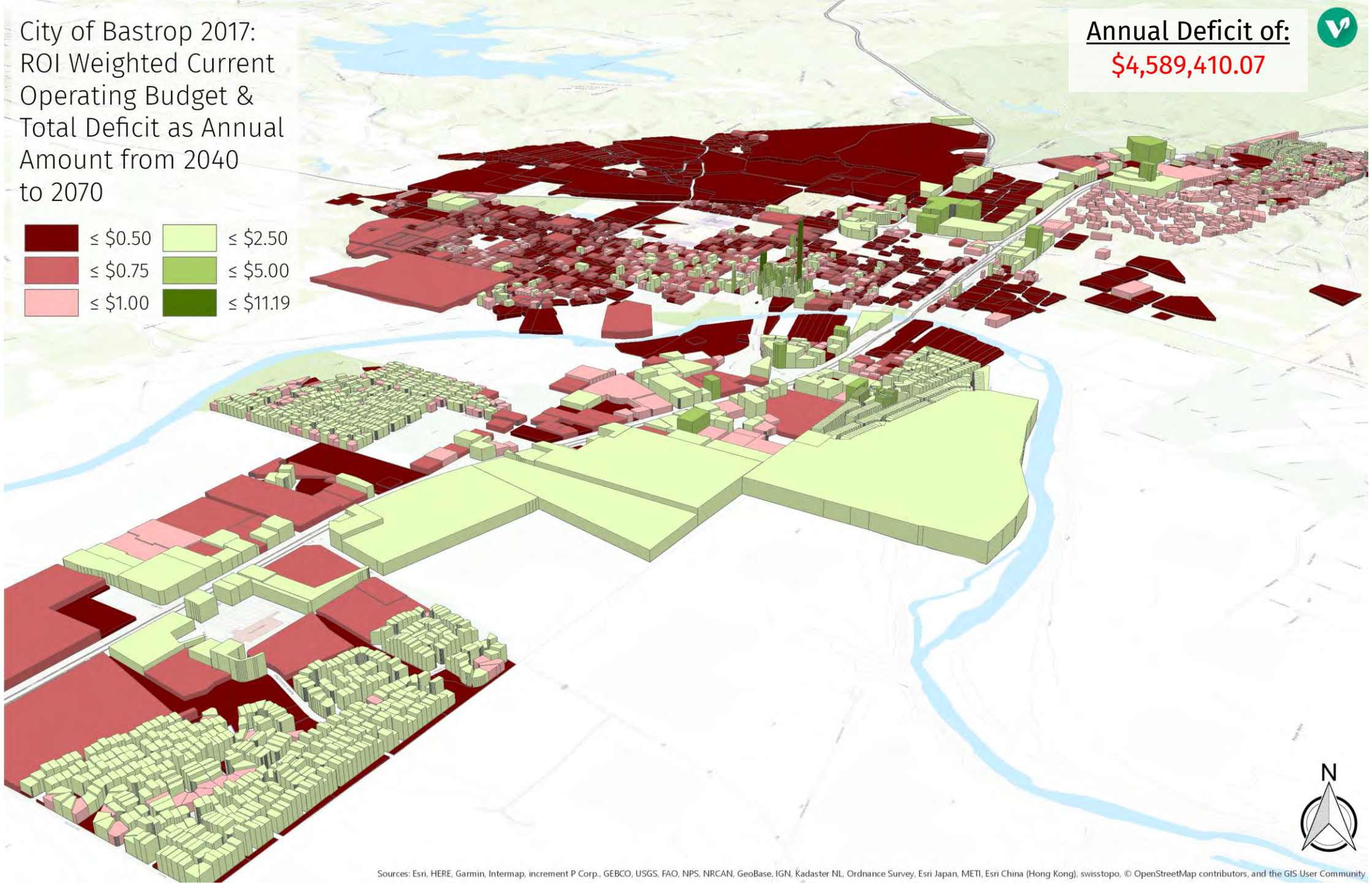

City of Bastrop 2017:
ROI Weighted Current Operating Budget & Total Deficit as Annual Amount to 2040
≤ $0.50
≤ $0.75
≤ $1.00
≤ $2.50
≤ $5.00
≤ $20.57
Annual Deficit of:
$7,228,069.41
N
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

General Fund Costs Per Acre



VERDUNITY


City of Bastrop 2017: ROI Weighted Current Operating Budget & Total Deficit As Annual Amount from 2040 to 2070
≤ $0.50
≤ $0.75
≤ $1.00
≤ $2.50
≤ $5.00
≤ $11.19
Annual Deficit of:
$4,589,410,.07
N


City of Bastrop 2017: ROI Weighted Current Operating Budget & Total Deficit as Annual Amount from 2040 to 2070
≤ $0.50
≤ $0.75
≤ $1.00
≤ $2.50
≤ $5.00
≤ $11.19
Annual Deficit of:
$4,589,410.07
N
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community







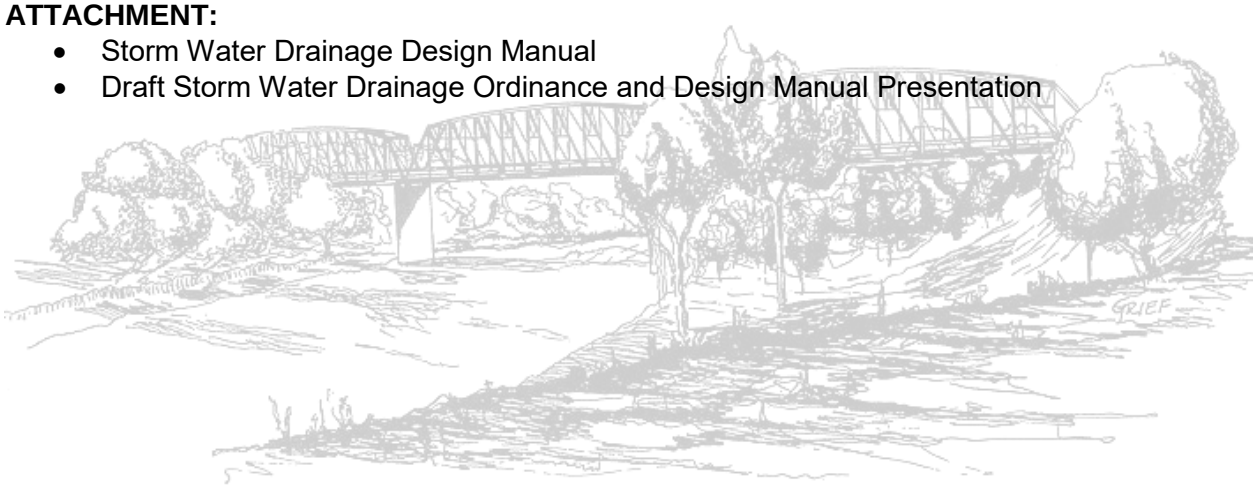

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 6B

TITLE:
Receive an update from Mark Shubak of Strand and Associates regarding the drainage design standards of the new proposed code revisions.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

ATTACHMENT:
- Storm Water Drainage Design Manual
- Draft Storm Water Drainage Ordinance and Design Manual Presentation



City of

Bastrop

Stormwater Drainage Design Manual



DRAFT 02.20.2019

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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, erosion, and water quality problems 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. Improving stormwater quality within receiving water bodies by reducing the loading of sediment and stormwater-born pollutants.
4. 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 low-impact development (LID) and green infrastructure 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. Requiring stormwater management control devices that will treat the first 1.5-inches of rainfall (water quality volume or WQV) to reduce stormwater pollutant loadings to receiving waterways.
5. 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.
6. 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, manage and treat 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 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 indicates 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, drainageways, 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.

Water Quality Volume (WQV) shall mean the first 1.5-inches of rainfall for a given rainfall event.

SECTION 2
STORMWATER MANAGEMENT POLICY

SECTION 2 - STORMWATER DRAINAGE POLICY

A. Stormwater Drainage Design Goals and Objectives

Drainage shall be designed for three goals (water quality, streambank protection, and flood mitigation), to be evaluated by four storm events for projects with more than one (1) acre of land disturbance, as shown in Table 2-1.

1. Water Quality Protection and Pollution Prevention: Runoff from impervious areas can pick up pollutants from the pavement and rooftops. Drainage should be designed to reduce and remove pollutants in stormwater runoff to protect water quality downstream. This generally involves using an acceptable level of low-impact development techniques or by providing sedimentation and/or other treatment to the first 1.5 inches of rainfall to remove suspended solids.

Table 2-1. Design Storm Events

Storm Event Name	Storm Event Description
"Water Quality"	Criteria based on a volume of 1.5 inches of rainfall, not a storm frequency
"Streambank Protection"	2-year, 24-hour storm event
"Conveyance"	25-year, 24-hour storm event
"Flood Mitigation"	100-year, 24-hour storm event

2. 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.

3. 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. Sketch Plat-Preliminary Conference and Sketch Plat Review.

   a. Preliminary Conference. Prior to the official filing of a preliminary plat, the subdivider should consult with and present a proposed plan (sketch plat) of subdivision to the Director of Planning for comments and advice of the procedures, specifications, and standards required by the city for the subdivision of land.

   b. Before submitting the sketch plat 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. Sketch Plat Review. Sketch plat review will normally be accomplished by submission of supporting sketch plat material and a conference with the Director of Planning.

      (1) Three (3) copies of the Sketch Plat

      (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 Sketch Plat. 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 low-impact 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 drainageways instead of storm sewers

(c) Use vegetated swale instead of curb and gutter

(d) Drain rooftop runoff to pervious areas

The developer must show that they have incorporated two or more of these approaches for each subdivision proposal. A copy of "A Regional Guide to Low Impact Development" developed by the Houston-Galveston Area Council (H-GAC) is included within Appendix B of this document to provide LID planning and design assistance.

b. Calculate conceptual estimates for the design requirements for the water quality volume (1.5 inches of rainfall), 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

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.
iSWM Water Quality Protection Volume Calculation	Limits set for each structural control	Method can be used for calculating the Water Quality Protection Volume (WQ_v).

[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. Water Quality Volume Treatment Techniques

Treatment of the Water Quality Volume (first 1.5 inches of rainfall) can be accomplished by any of the following techniques:

1. Bioretention
2. Enhanced swales
3. Alum treatment detention
4. Filters (sand or organic)
5. Infiltration basins and trenches
6. Dry detention/Extended detention dry basins
7. Stormwater ponds
8. Green roofs
9. Constructed wetlands

The developer shall demonstrate that they have incorporated at least one of these approaches, or equivalent, or demonstrate to the City Engineer why their use is not feasible for their project. Note that design of infiltration measures must be supported by conducting soils investigations which indicates presence of permeable soils that are conducive for infiltrating stormwater runoff. The link to the current iSWM stormwater site development controls online manual provides planning and design guidance and technical details for each of the above-mentioned stormwater control practices:

http://iswm.nctcog.org/technical-manual.html

B. 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.

C. 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.

D. 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 flowline 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	0.010	
Irregular section with pools, slight channel meander, increase above values by	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 highwater 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) or the ED portion of the water quality protection volume. The release rate for both the WQ_v and SP_v shall discharge the ED volume in a period of 24 hours or longer. In both cases an extended detention orifice or reverse slope pipe must be used for the outlet. For a structural control facility providing both WQ_v extended detention and SP_v control (wet ED pond, micropool ED pond, and shallow ED wetland), there will be a need to design two outlet orifices – one for the water quality control outlet and one for the streambank protection drawdown.

e. Design Frequency

(1) Water quality storm (1.5 inches of rainfall)

(2) Streambank protection storm (2-year, 24-hour)

(3) Conveyance storm (25-year, 24-hour)

(4) Flood mitigation storm (100-year, 24-hour)

f. Design Criteria

(1) Estimate the required storage volumes for water quality protection, 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 drainageway 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, drainageway, 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 drainageways, 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 drainageways.
7. Storm drainage easements shall be provided for emergency overflow drainageways 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 drainageways 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 nonpaved 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, drainageways, 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 sketch plat, 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. Identification and calculation of water quality volume reduction, if applicable.
6. Conceptual estimates of the three-storm design approach requirements (i.e. 2-year, 25-year and 100-year 24-hour storms)
7. Conceptual selection, location and size of proposed structural stormwater controls.
8. Conceptual limits of proposed grading and clearing.
9. 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. A discussion of any credits for integrated site design being requested;
    e. A discussion of the water quality treatment techniques (pollution prevention practices) that are to be utilized on this site, if applicable;
    f. A determination of groundwater recharge considerations, if applicable, for this site;
    g. 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, as well as any applicable water quality calculations;
    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 two-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 two-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 gg 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 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.

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.

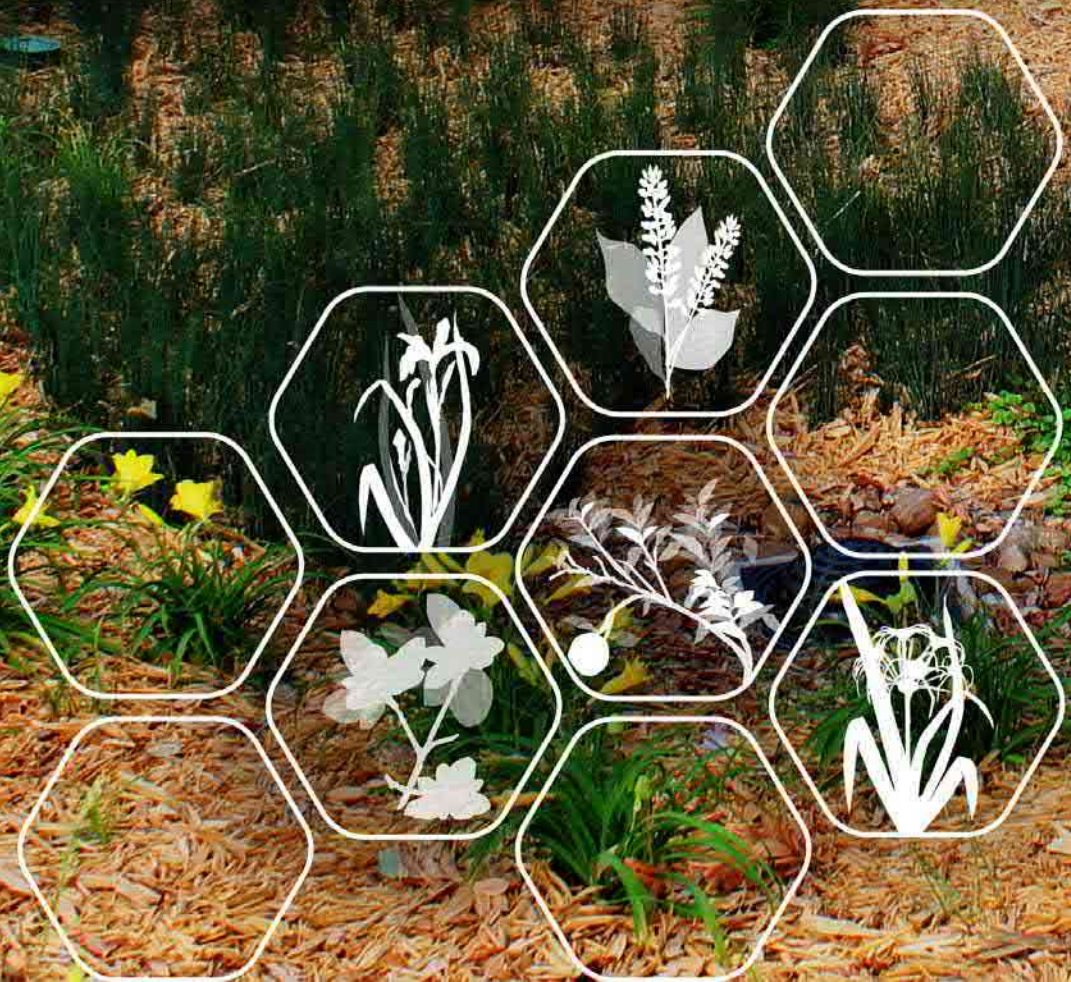
3. Final Inspection. The City shall complete a final inspection of the property and certify compliance with the permit and Ordinance Article XX.

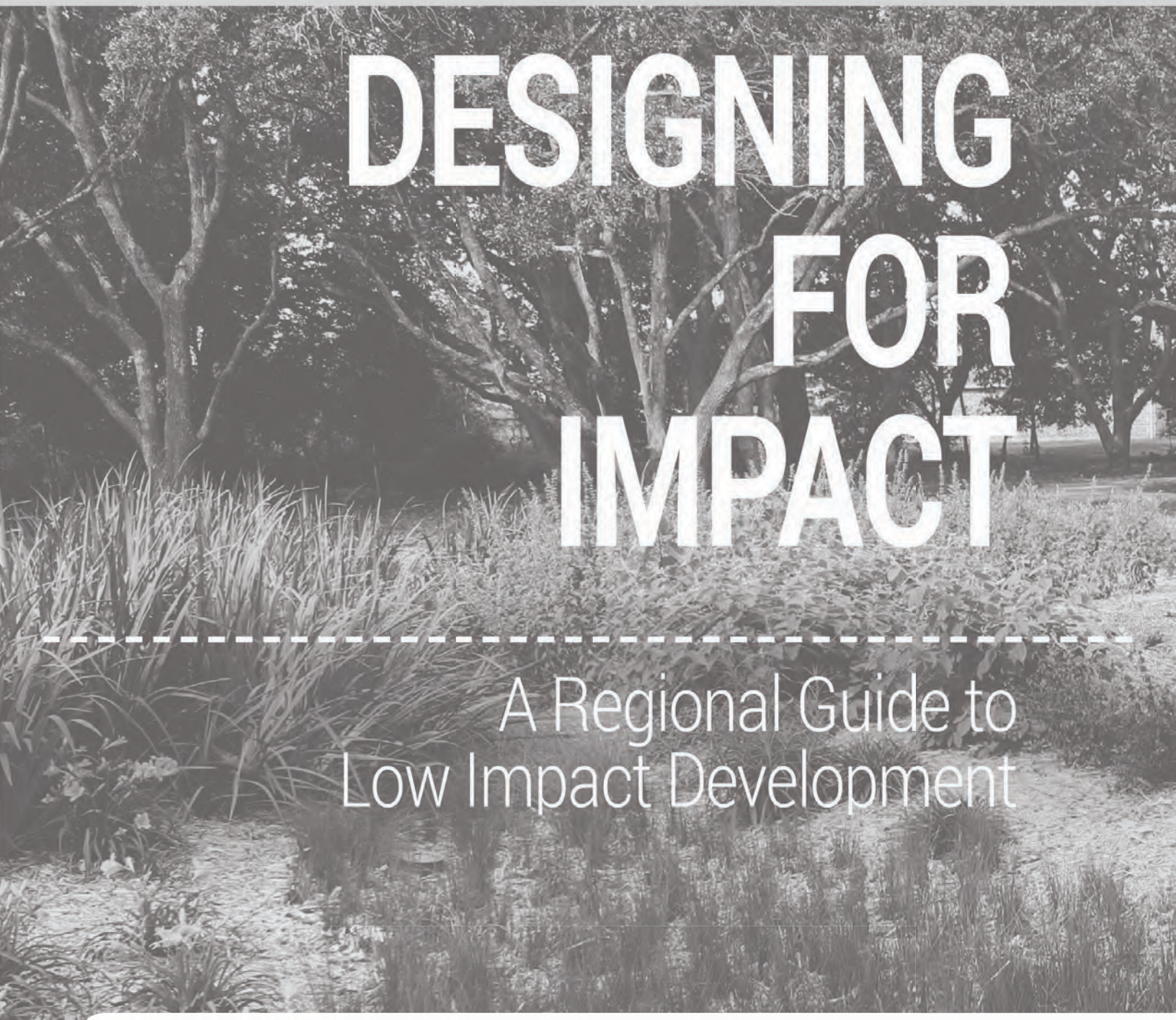
If the City should use any portion of the Financial Guarantee to complete permit activities, due to default or improper action by the permit holder, the City shall withhold any amounts owed for this work, in accordance with Ordinance Article XX.

APPENDIX B
DESIGNING FOR IMPACT GUIDE FOR GOVERNMENTS

DESIGNING FOR IMPACT

A Regional Guide to Low Impact Development





DESIGNING FOR IMPACT

A Regional Guide to Low Impact Development

HOUSTON-GALVESTON AREA COUNCIL

The Houston-Galveston Area Council (H-GAC) is the voluntary association of local governments in the 13-county Gulf Coast Planning region of Texas. Since its formation in 1966, H-GAC has provided a venue for local governments to respond cooperatively to regional challenges.

For more information about the Designing for Impact project, please visit **www.h-gac.com/go/LID**

The preparation of this document has been financed in part through a grant from the Environmental Protection Agency (EPA) Gulf of Mexico Program. The contents of this document do not necessarily reflect the official views or policy of the (EPA) Gulf of Mexico Program.

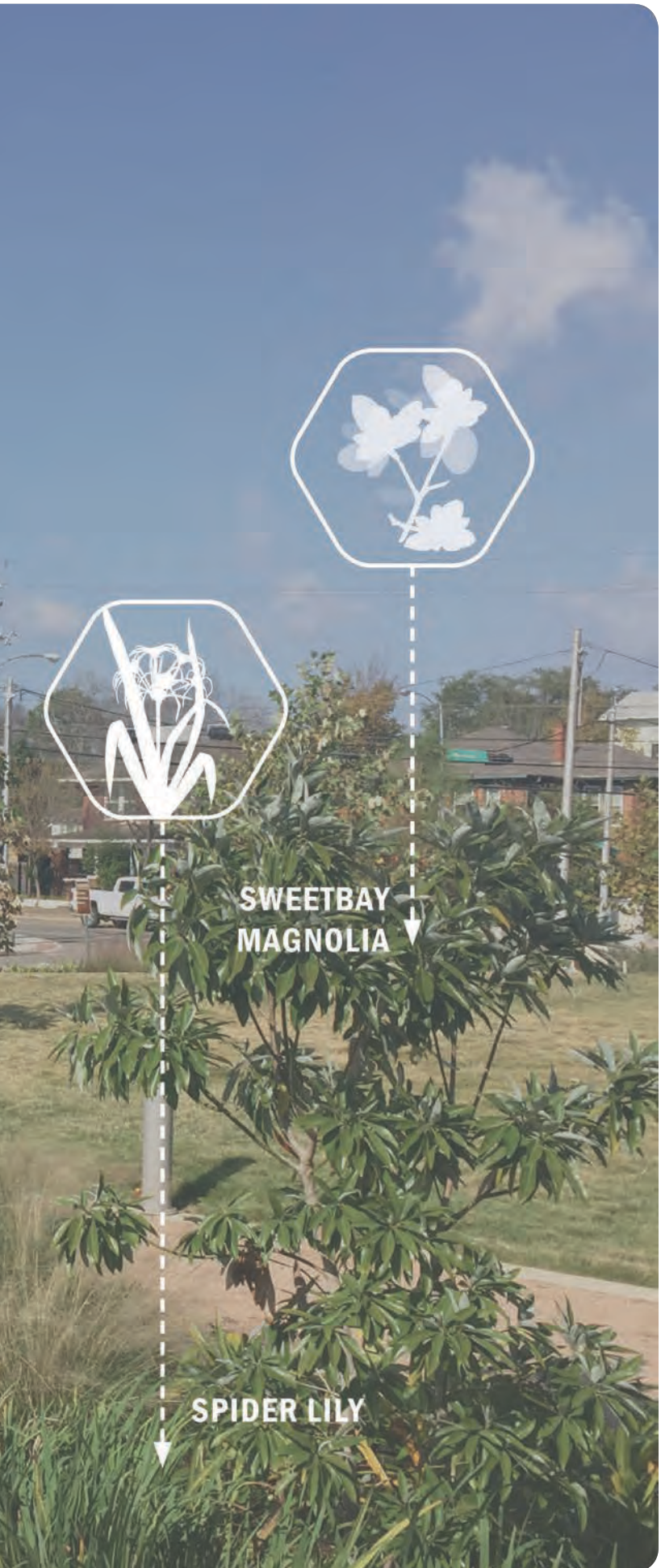
Sakura robinSon

DESIGNWORKSHOP

GULF OF MEXICO PROGRAM

EPA United States Environmental Protection Agency


CITRUS TREE
LOUISIANA
IRIS



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BIOSWALES


RAIN GARDENS


NATIVE PLANTINGS


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GREEN ROOFS





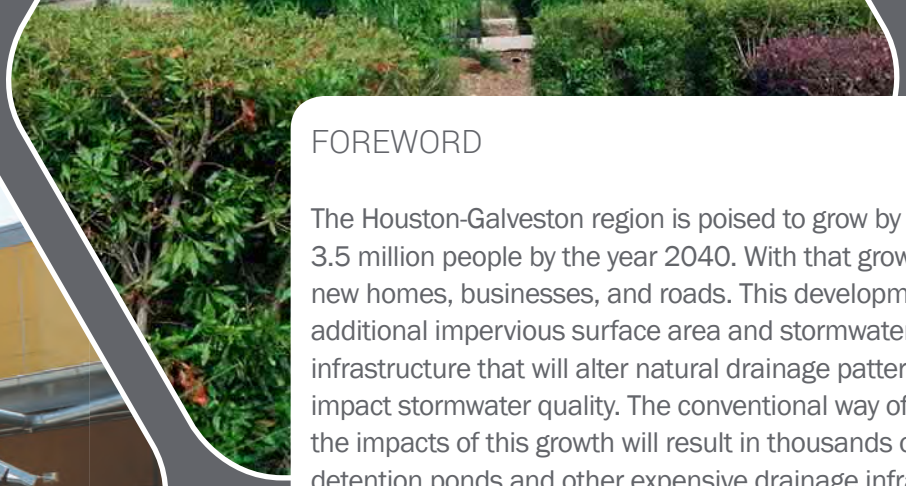


















FOREWORD

The Houston-Galveston region is poised to grow by more than 3.5 million people by the year 2040. With that growth will come new homes, businesses, and roads. This development brings additional impervious surface area and stormwater drainage infrastructure that will alter natural drainage patterns and impact stormwater quality. The conventional way of dealing with the impacts of this growth will result in thousands of acres of detention ponds and other expensive drainage infrastructure and still will not address water quality. However, there is opportunity for an alternative.

Low Impact Development (LID) is a highly-effective, economically advantageous approach to controlling stormwater. There is growing interest in LID in the Houston-Galveston region, though there are still barriers to its broad acceptance, such as codes, lack of awareness, and misperceptions. Fortunately, incentives, new development policies, and education tools exist to encourage the use of LID in this region.

The Houston Land Water Sustainability Forum (HLWSF) is a voluntary partnership of engineers, developers, landscape architects, and architects in the Houston-Galveston region, along with key city and county staff. Our aim is to build awareness of the full range of LID and other sustainable development practices, to encourage their adoption to suit a range of conditions, and foster creativity in the development of new solutions and the regulatory infrastructure that enables them. The HLWSF was pleased to collaborate with the Houston-Galveston Area Council in developing this guide to encourage the use of LID in the region.

We hope you find it to be a helpful tool in learning more about LID and evaluating how it can be implemented in your community.

Thanks,

Robert Adair
HLWSF Steering Committee Chair
President, Construction EcoServices

Jeff Taebel, FAICP
Director of Community & Environmental Planning
Houston-Galveston Area Council



LOUISIANA IRIS

The Louisiana Iris is a common flowering plant used in various projects throughout the H-GAC region. This semi-deciduous flower grows best in moist soil conditions and is flood tolerant. Maintenance typically requires clearing dead foliage on a semi-annual basis. Common LID applications include bioswales, vegetated swales, and rain gardens.



INTRODUCTION

The robust growth projected for the Houston-Galveston region is forecasted to lead to the addition of approximately 500 square miles of developed area, including an estimated 6 million parking spaces, 780 million square feet of non-residential uses, and 3.5 billion square feet of residential use. This impervious surface area has the potential to increase stormwater runoff volumes and associated pollutant loadings into local waterways, Galveston Bay, and the Gulf of Mexico. Low Impact Development (LID) provides an opportunity to explore a sustainable way to accommodate future development and manage stormwater.

The purpose of H-GAC's *Designing for Impact: Regional Guide to Low Impact Development* is to promote the use of LID as an environmentally friendly and cost-effective approach to development. If designed, installed, and maintained properly, LID can:

- Help enhance regional water quality by reducing and filtering stormwater runoff before it enters waterways.
- Reduce the chance of downstream flooding;
- Add value to development projects by reducing infrastructure costs and increasing marketability of a project; and
- Preserve or create on-site natural systems that manage stormwater, add aesthetic value and double as a public amenity.

This guide explains how LID functions, benefits of LID, and ways to overcome obstacles to implementation. This information is demonstrated through a series of site plans for five different land use types that compare costs and environmental impacts of LID versus conventional development practices. It also contains case studies showcasing successful on-the-ground projects in the H-GAC region.

Bioswale, Bagby Street

(Image: Shau Lin Photography)

LOW IMPACT DEVELOPMENT

HOW LID WORKS

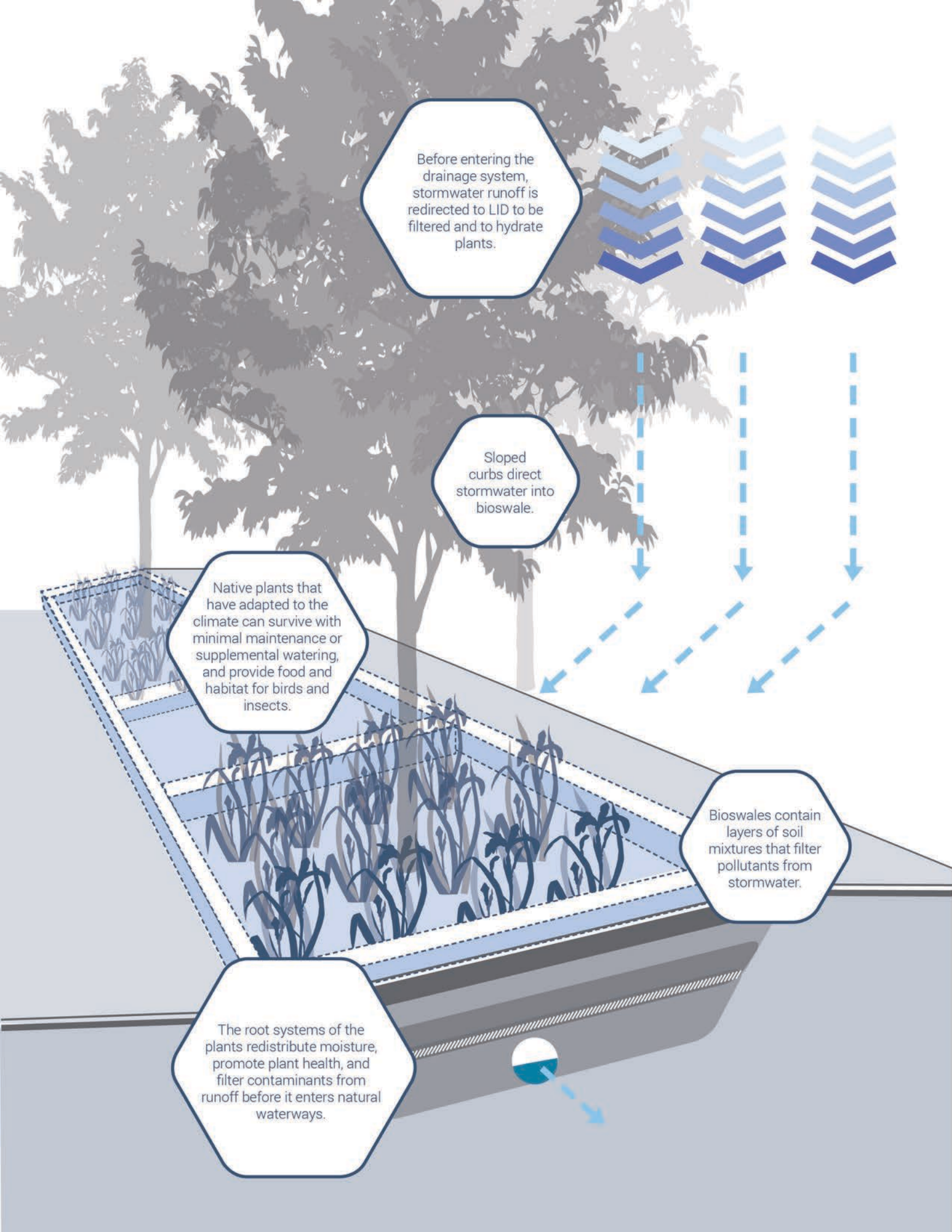
Stormwater runoff occurs during rainstorms when precipitation that would normally absorb into the ground collects and moves over impervious surfaces. Under natural conditions, most stormwater is infiltrated into the ground, evaporated into the air, or soaked up by vegetation; little stormwater becomes runoff. The natural water cycle depends on vegetation and infiltration to manage and cleanse stormwater.

Impervious surfaces interrupt this cycle by preventing the absorption of runoff. Fast-moving runoff flows over impervious surfaces, carrying loads of pollutants into waterways. Downstream waters are impacted by contaminated stormwater runoff.

Conventional methods of stormwater management methods, like detention ponds and pipe-and-pavement systems, do not address, prevent or remove pollutants from stormwater runoff.[ii] Alternatively, LID uses a system of decentralized stormwater techniques distributed throughout a site to capture and filter stormwater runoff at the source, reducing the total volume and the amount of pollutants entering waterways. LID meets its goal of reducing development impacts on watersheds by applying the following five tools[iii] :

- Preserve natural hydrology and environmentally-sensitive areas;
- Design a system of distributed LID practices;
- Control stormwater at the source;
- Apply non-structural approaches first; and
- Create a multifunctional landscape.

LID is suited for new development, redevelopment, and retrofit projects and can be adapted to a diversity of land uses and geographic settings throughout the Houston-Galveston region.


Before entering the drainage system, stormwater runoff is redirected to LID to be filtered and to hydrate plants.
Sloped curbs direct stormwater into bioswale.
Native plants that have adapted to the climate can survive with minimal maintenance or supplemental watering, and provide food and habitat for birds and insects.
Bioswales contain layers of soil mixtures that filter pollutants from stormwater.
The root systems of the plants redistribute moisture, promote plant health, and filter contaminants from runoff before it enters natural waterways.

CONTEXT

MAKING THE CASE FOR LID

LID strikes a balance between the conservation of natural resources and the economics of successful development. The list below highlights the six main benefits of LID.

1. IMPROVED WATER QUALITY

As LID captures and releases stormwater, it filters pollutants from runoff, thus cleaning it before it enters natural waterways. U.S. Environmental Protection Agency (EPA) studies demonstrate the effectiveness of LID for removing pollutants, such as metals, nutrients, sediments, and pathogens from stormwater. [iv] [v]

2. COST-EFFECTIVE

The National Resource Defense Council analyzed 17 LID case studies comparing the cost of LID and conventional stormwater management practices. In most cases, LID methods were both economically and environmentally beneficial, with capital cost savings ranging from 15 to 80 percent.[vi] The savings can be attributed to:

- Decreasing the amount of site grading and preparation;
- Decreasing the size of stormwater management ponds and storm sewers;
- Reducing pipes, inlet structures, curbs, and gutters; and
- Decreasing the volume of concrete for roadway paving.

3. MORE SPACE FOR MORE STUFF

LID can reduce the need for large detention facilities and heavy stormwater infrastructure, like pipes. By reducing the size and costs of stormwater management facilities, more land and more capital become available to develop additional units or public amenities, like parks, on the site.

4. REDUCED POTENTIAL FLOOD IMPACTS

Conventional stormwater conveyance systems carry stormwater runoff into pipes that drain the site as quickly as possible. This has the potential to overwhelm infrastructure and cause flash floods. However, LID systems are designed to capture and retain water on-site, allowing runoff to soak into the ground and/or slowly discharge from the site. [vii]

5. MULTI-FUNCTIONAL

LID features not only manage stormwater, but can serve as a public amenity. For example, a trail system can meander around a bioswale or wetlands, and other natural features can be preserved as open space.

6. INCREASED PROPERTY VALUE

If LID is designed to maximize its dual functionality as stormwater infrastructure and an attractive, natural amenity, then LID can increase property values and the marketability of developments. Studies reveal that lots in LID neighborhoods sell for $3,000 more than lots in competing areas not using LID. [viii]



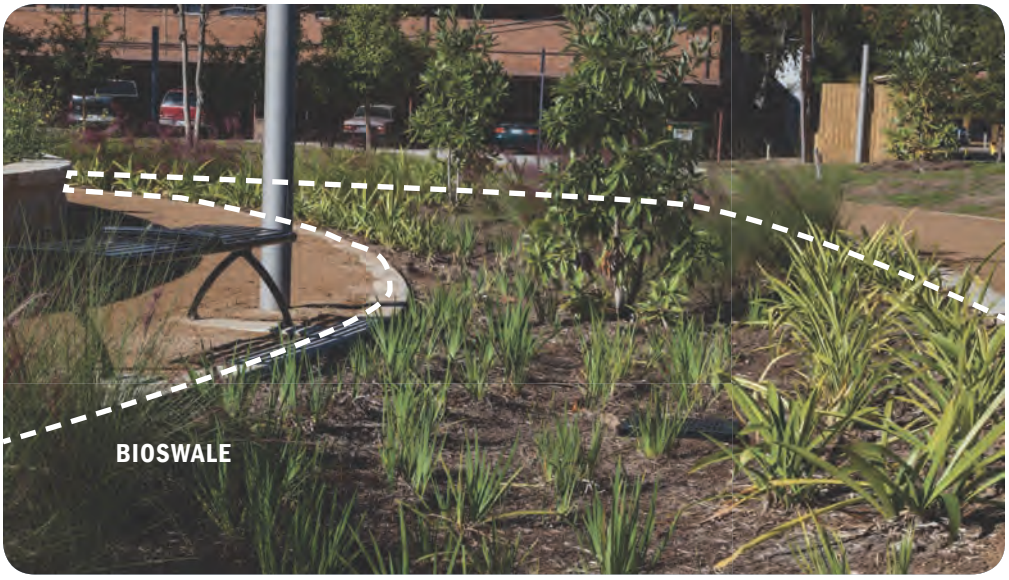
Native Plantings, Federal Reserve Bank of Dallas, Houston Branch

(Image: Asakura Robinson)

WHO BENEFITS AND HOW

Benefits Affecting Environment & Primary Stakeholders [ix]

STAKEHOLDER	BENEFITS
ENVIRONMENT	• Protect site and regional water quality • Preserve on-site hydrologic systems • Preserve trees and natural vegetation • Reduce potential for flooding impacts • Create and preserve open space
PUBLIC / MUNICIPALITIES	• Balance urban growth needs with environmental protections • Reduce impact on public stormwater infrastructure • Reduce potential for flooding impacts • Reduce system-wide municipal infrastructure and utility maintenance costs
DEVELOPER	• Reduce land clearing and grading • Increase quality of building lots and project marketability • Increase number of units due to less land needed for detention ponds • Reduce infrastructure costs (stormwater conveyance and treatment systems, roads, streets, and curbs and gutters) • Preserve or create natural amenities that can increase property values
PROPERTY OWNER	• Save money via water conservation • Reduce potential for flooding impacts



Bioswale, Mandell Park

(Image: Asakura Robinson)

BARRIERS & SOLUTIONS

COMMON BARRIERS & SOLUTIONS FOR IMPLEMENTATION

Many communities acknowledge the benefits of LID, yet barriers to LID implementation exist. Barriers can be categorized two ways: perceptual and regulatory.

REGULATORY BARRIERS

Regulatory barriers are requirements in development codes, zoning documents, stormwater management codes, or other policies that limit or restrict the application of LID techniques. The absence of guidelines and regulations for LID design, construction, and maintenance is also a major barrier to LID implementation. Some municipalities have regulations that include language that may apply to LID, but the language is often imprecise and still requires a variance, which costs developers additional time and money.

One of the best ways to encourage LID is to remove the regulatory barriers that increase developers' risk and costs. Standards and guidelines should specifically define the purpose, function, and specifications of LID while leaving room for flexibility to creatively apply these systems where possible. Design standards and development codes can be written and/or modified to ensure LID may be applicable on all land types and land uses.

Common examples of codes that impede LID use are:

BARRIER	SOLUTION
WIDE MINIMUM ROADWAY WIDTHS Many local governments require minimum roadway widths that are overly wide for certain uses, like low volume neighborhood streets.	**NARROWER ROADWAY DESIGNS** Narrow roadways reduce impervious cover and allow additional space for LID strategies within public right-of-ways, such as rain gardens or bioswales. Local governments could revise road design standards to allow for narrower roadway designs on low traffic volume streets.
CURB AND GUTTER REQUIREMENTS Many municipalities require new and reconstructed streets to include curb and gutter conveyance. These standards render many LID strategies useless because curbs and gutters often restrict stormwater runoff from draining into pervious areas such as lawns, swales, and forested areas.	**FLEXIBLE CURB AND GUTTER REQUIREMENTS** Local governments should review curb and gutter requirements to allow flexibility, such as allowing bioswales in rural or suburban environments where runoff volumes do not require the added infrastructure of curbs and gutters.
EXCESSIVE IMPERVIOUS COVER Conventional development patterns typically cover a majority of a site with impervious surfaces. Community standards that may seem unrelated to LID, such as parking minimums, may indirectly encourage the development of more impervious surfaces and flood and water quality problems.	**EFFICIENT SITE DESIGN** Communities can identify ways to promote reduced impervious cover in developments and ensure they are not requiring more paving of an area than is required. For example, parking requirements could be reduced, or shared parking ordinances enacted.
LACK OF INCENTIVES Many Texas communities do not offer incentives for the use of LID. Without a time- or cost-saving benefit, developers may be unlikely to include LID in new projects.	**OFFER INCENTIVES FOR LID** Incentives should help lower construction costs, reduce risks, and add value to projects.[x] Communities can reduce permitting fees, decrease detention volume requirements, offer stormwater fee discounts, cut stormwater utility rates, decrease detention requirements, or create award programs to encourage the adoption of LID.

PERCEPTUAL BARRIERS

People may not be aware of what LID is, its benefits, and how it functions, resulting in a lack of interest in requesting, installing, and maintaining LID practices. Misperceptions discourage developers, designers, municipalities, building owners, and the public from choosing LID practices.

Perceptual barriers can best be overcome by data-based research and educational efforts.

BARRIER	SOLUTION
"LID IS COST-PROHIBITIVE." LID is often perceived as more expensive than conventional stormwater management infrastructure and is overlooked.	**LID CAN REDUCE DEVELOPMENT COSTS & ADD VALUE.** LID reduces development costs because it requires less land clearing and grading, less heavy stormwater infrastructure like pipes and treatment systems, and it does not need curb and gutter systems. LID can reduce the size of detention facilities, which adds value to the site by making more land available to develop additional units or public amenities.
"WE DON'T KNOW WHAT LID IS." Many local governments, design review teams, maintenance teams and the public either are unfamiliar with LID or do not understand how it functions or its benefits. This lack of understanding deters the use of LID.	**INCREASE AWARENESS VIA EDUCATION PROGRAMS.** Local governments or developers can educate the general public by employing signage campaigns that identify and explain specific LID practices in their communities. Additionally, local governments and development review teams could invite LID consultants to educate them on how LID works.
"LID IS TOO DIFFICULT TO MAINTAIN." LID is often overlooked because it is perceived to be overly time-consuming and difficult to maintain.	**LID MAINTENANCE IS NOT OVERLY BURDENSOME.** LID maintenance can be similar in time and effort to that of conventional stormwater management systems. For example, plant pruning, mowing, litter removal, and mulching are practices required for some LID BMPs. Sometimes, LID requires less maintenance than other landscaped features and stormwater infrastructure. Native grasses can only require mowing 1-2 times per year. Maintenance programs should be drafted that specifically describe how LID will be cared for and how often.

BARRIER	SOLUTION
"WE DON'T KNOW WHO WILL TAKE CARE OF LID." Often there is ambiguity over which entity will maintain LID: a homeowner's association, the developer, or local governments.	**MAINTENANCE AGREEMENTS DEFINE THE RESPONSIBLE PARTY.** Maintenance agreements between developers, communities, and property owners can help take the guesswork out of who is responsible for ongoing maintenance. People who maintain LID systems should be trained on how these systems function to know how to take care of it properly.
"CLAY SOILS PREVENT THE USE OF LID." The Houston-Galveston region is largely comprised of clay soils. Clay soils are mostly impermeable, preventing runoff from infiltrating into the ground. Therefore, many people discount LID as a viable solution to stormwater management for sites composed of clay soils.	**NOT ALL LID PRACTICES REQUIRE INFILTRATION.** Many LID practices do not require infiltration to function properly. For example, constructed stormwater wetlands, stormwater planter boxes, green roofs, rainwater harvesting, and permeable pavement do not require infiltration processes and can be designed on sites with clay soils.
"LID BREEDS MOSQUITOES." Rain gardens and bioswales are designed to hold water and allow it to drain slowly; however, standing water in a planting bed can create a perception of swampy insect breeding grounds.	**LID DRAINS IN 24-48 HOURS.** When properly designed and installed, water-retaining LID BMPs, like rain gardens, self-drain within 24-48 hours, less time than mosquitoes need to reproduce.



SPIDER LILY

As a native plant, the Spider Lily is commonly found along roadsides and in moist soil conditions. Spider Lily is mostly evergreen in this region and flowers during the summer months.

Common LID applications of Spider Lily include bioswales, rain gardens, constructed stormwater wetlands, vegetated swales, and vegetated filter strips.



LID TOOLBOX

WHAT DOES LID LOOK LIKE ?

LID practices mimic the natural processing of stormwater runoff and can create more attractive communities. Most LID techniques and strategies are applicable throughout the Houston-Galveston region.

- **Vegetated Filter Strip**
- **Vegetated Swale**
- **Bioretention Systems**
  - Rain Garden
  - Bioswale
  - Stormwater Planter Box
- **Permeable Pavement**
- **Constructed Stormwater Wetlands**
- **Rainwater Harvesting**
  - Cistern
  - Rain Barrel
  - Underground Storage
- **Green Roof**

Vegetated Swale and Native Plantings, Federal Reserve Bank of Dallas, Houston Branch

(Image: Asakura Robinson)

VEGETATED FILTER STRIP



A vegetated filter strip is a band of vegetation, usually a mix of grasses and native plants that acts as a buffer between an impervious surface and a waterway. They are designed to slow runoff from adjacent impervious surfaces, filter pollutants, and provide infiltration (depending upon the permeability of underlying soils). They can also provide aesthetic benefits, stormwater storage, and wildlife habitat. In addition to stormwater management, vegetated filter strips can add recreational value with opportunities to incorporate trails into their design.

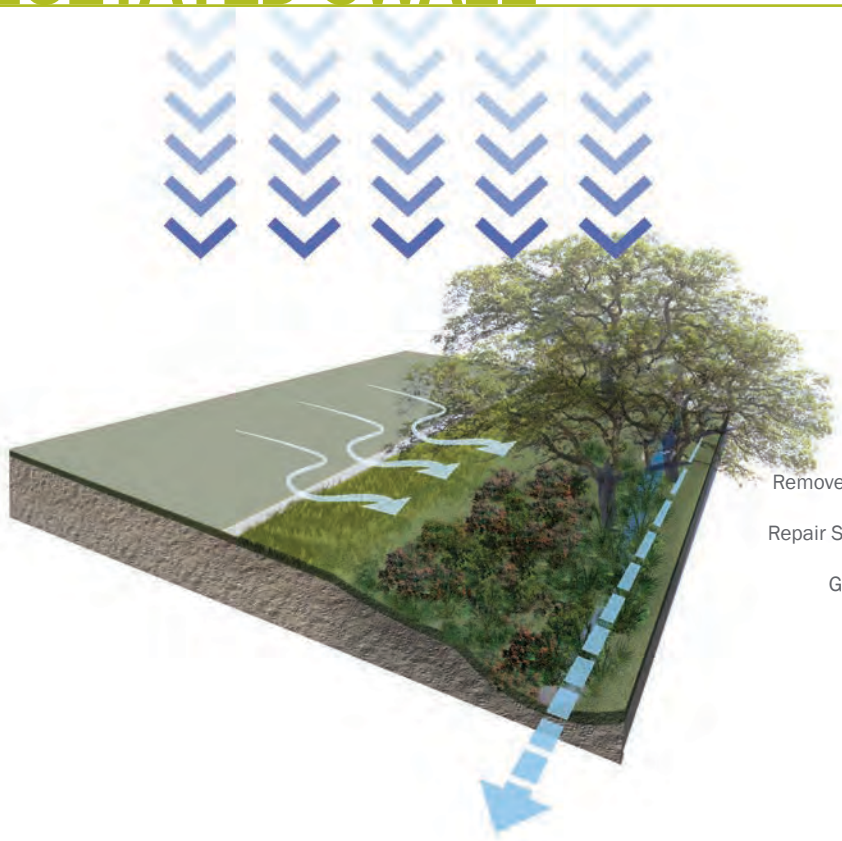
Filter strips are best suited on sites that naturally support dense vegetation. Filter strips are best used in treating runoff from roads, roofs, small parking lots, and other small surfaces.



Vegetated Filter Strip, Lone Star College Victory Center

(Image: Asakura Robinson)

VEGETATED SWALE



RELATIVE COST

$$

MAINTENANCE ACTION

	Annually	Semi-Annually	Monthly	As needed
Pruning	●	●	●	○
Weeding	●	●	●	○
Mowing	●	●	●	●
Water	●	●	●	●
Remove Trash	●	●	●	○
Remove Dead Vegetation	●	○	○	○
Repair Erosion	●	○	○	○
Repair Sediment Build Up	●	●	○	○
Repair Ponding	●	○	○	○
General Inspection	●	○	○	○

A vegetated swale is a wide, shallow channel with vegetation covering the sides and bottom. Swales are designed to convey and treat stormwater, promote infiltration, remove pollutants, and reduce runoff velocity. Vegetated swales mimic natural systems better than traditional drainage ditches.

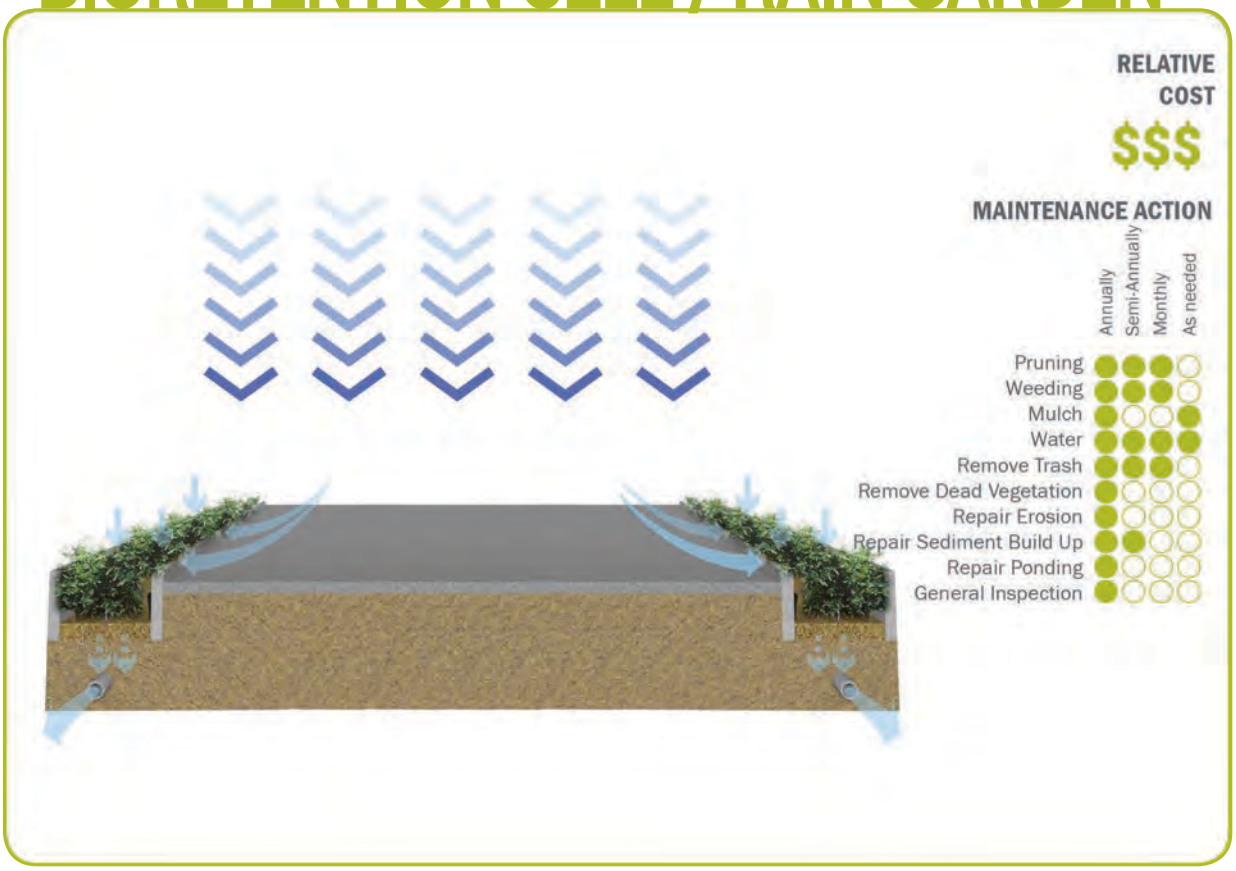
Vegetated swales can be used on sites that naturally cultivate a dense vegetative cover and have an appropriate area, slope, and infiltration potential. Swales are most effective when used in a treatment train with other LID techniques. They are widely used to convey and treat stormwater runoff from parking lots, roadways, and residential and commercial developments and are compatible with most land uses.



Vegetated Swale, Federal Reserve Bank

(Image: Asakura Robinson)

BIORETENTION CELL / RAIN GARDEN



Bioretention cells, or rain gardens, are vegetated depressions layered with **engineered soil media** that filter pollutants, increase the time water stays on the site, and provides stormwater storage. These systems usually have an underdrain to ensure the cell drains in a reasonable time period. Although they are applicable in most settings, rain gardens are best used on small sites, urban areas, suburban areas, and parking lots.



Rain Garden, Kempwood Manor

(Image: EHRA)



Rain Garden, Dickinson Library

(Image: Asakura Robinson)

BIOSWALE



Bioswales are similar to bioretention cells in design and function but are linear elements that can also be used for conveyance and storage in addition to their **biofiltration** function. They can be used anywhere and are best used on small sites, in urbanized and suburban commercial areas, residential areas, and parking lots.



Bioswale, Bagby Street

(Image: H-GAC)



Bioswale, Houston Permitting Center

(Image: H-GAC)

STORMWATER PLANTER BOX



A stormwater planter box is a bioretention system enclosed in a concrete container that contains porous soil media and vegetation to capture, detain, and filter stormwater runoff. Stormwater planter boxes are lined, contain an underdrain, have various small to medium plantings, and are installed below or at grade level to a street, parking lot, or sidewalk.

Runoff is directed to the stormwater planter, where water is filtered by vegetation before percolating into the ground or discharging through an underdrain. The stormwater is also used to irrigate the tree or other vegetation in the planter box.

In addition to stormwater control, stormwater planter boxes offer on-site stormwater runoff treatment and aesthetic value. Stormwater planter boxes are optimal for urban or streetscape environments.



Stormwater Planter Box, Darling Street

(Image: Jones + Carter)

PERMEABLE PAVEMENT



Permeable pavement is a durable, load-bearing paved surface designed to allow water to pass through and into an underlying rock base. Due to the prevalence of clay soils in this region, runoff flows through the permeable pavement and is directed to an underdrain, subsurface detention, or rainwater harvesting system. Permeable pavement allows for streets, parking lots, and sidewalks to mimic pre-development runoff conditions while sustaining the functional attributes of the site area they replace. Permeable pavements reduce pollutant loads and control runoff volume and peak flow rates. Permeable pavement includes a wide range of materials, such as permeable stone pavers, porous asphalt, and porous concrete. These materials can be used as a substitute to conventional pavement on parking areas, roadways, playgrounds, and plazas.



Permeable Pavement, Kempwood Manor

(Image: H-GAC)

CONSTRUCTED STORMWATER WETLANDS



Constructed stormwater wetlands are manmade shallow-water ecosystems designed to treat and store stormwater runoff. These wetlands allow pollutants to settle out or to be treated by vegetation. Runoff is slowly discharged over one to three days. Wetlands provide plant and wildlife habitat and can be designed as a public amenity. While constructed stormwater wetlands have limited applicability in highly urbanized settings, they are a desired technique on larger sites with relatively flat or gently sloping terrain. They are also well-suited to low-lying areas, such as along river corridors.



Stormwater Wetlands, Mason Park

(Image: H-GAC)

RAINWATER HARVESTING

Rainwater harvesting systems are above- or below-ground storage containers that capture and store runoff to be used for irrigation and other nonpotable uses. Rainwater harvesting systems are an appropriate LID technique for highly urbanized areas, where impervious surfaces are unavoidable and site constraints limit the use of other LID practices. These systems are also a sustainable building practice that reduce demand on municipal water resources. Systems range in size and complexity and include rain barrels, cisterns, and underground storage.

RAIN BARREL



Rain barrels are small systems that guide runoff through a downspout into a barrel that usually holds less than 100 gallons. Rain barrels are typically installed and maintained by single-family homes.



Rain Barrel, Ghirardi WaterSmart Park

(Image: H-GAC)



Rain Barrel, Residence in Houston

(Image: Asakura Robinson)

CISTERN



Cisterns are large rainwater systems installed above or below ground with a much larger capacity than rain barrels. They can store water from multiple downspouts and pavement areas.



Cistern, Houston Arboretum

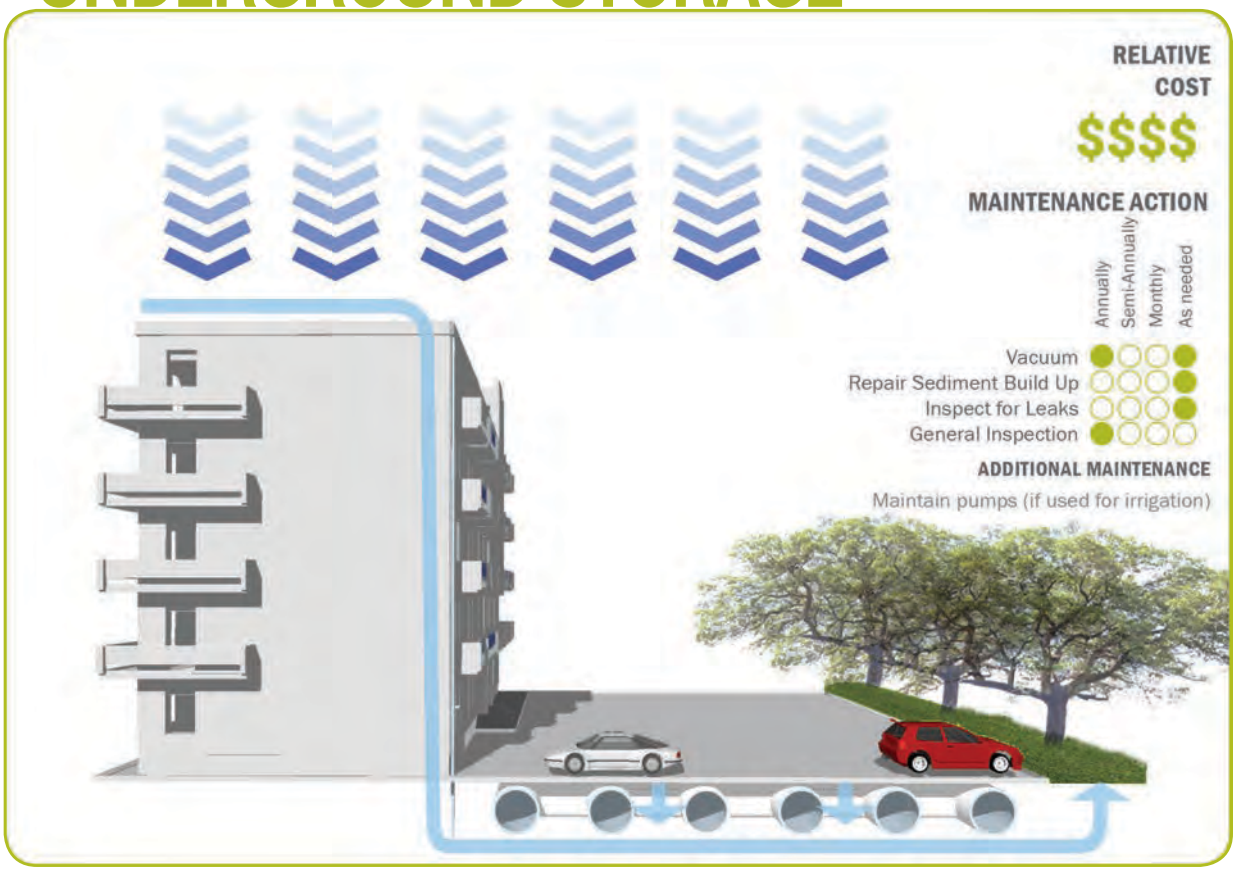
(Image: Asakura Robinson)



Cistern, Grocery Store in Houston

(Image: H-GAC)

UNDERGROUND STORAGE



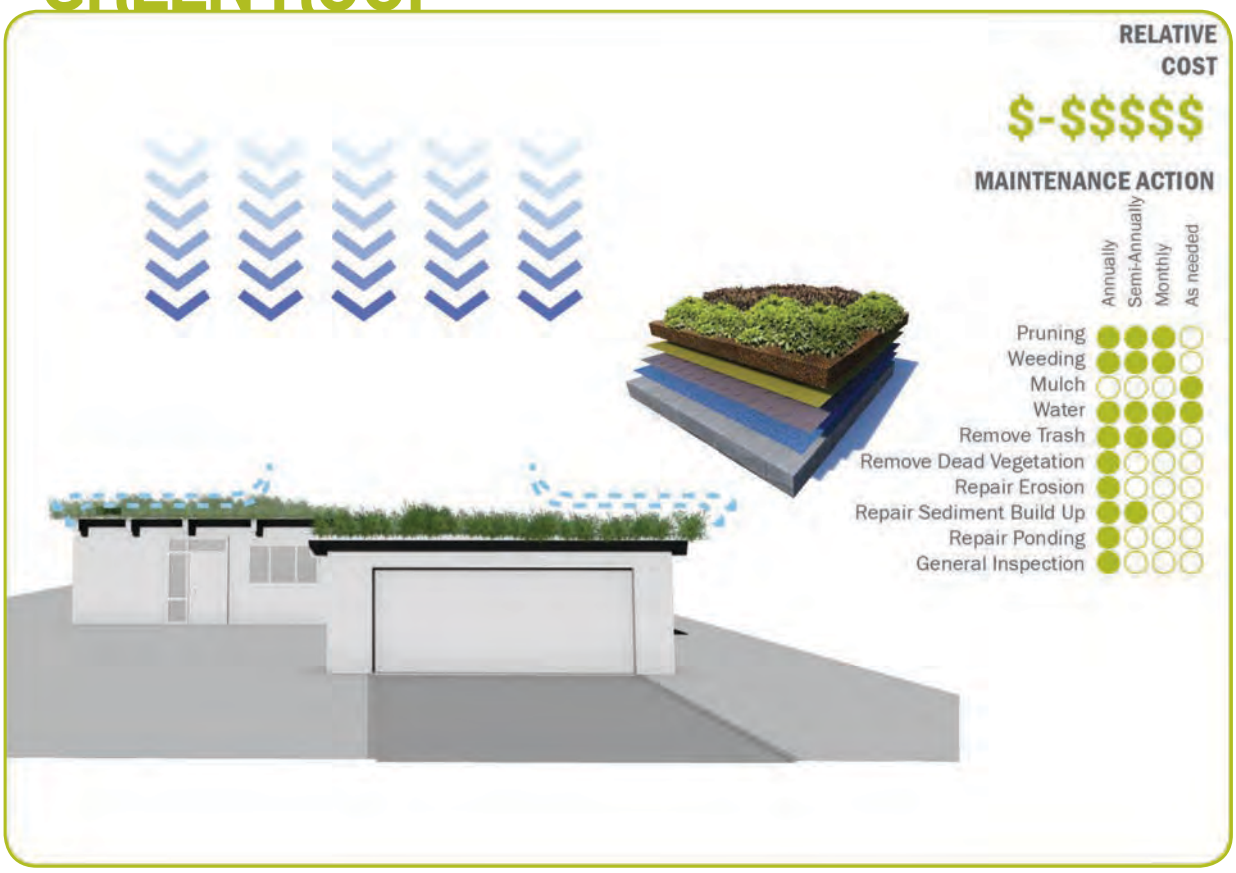
Underground storage systems capture and store runoff below grade in large chambers. The stored runoff is usually used for irrigation. If the soils are suitable, a portion may also infiltrate into underlying soils. Underground storage may be used for stormwater detention instead of surface ponds. If used under parking, this method of detention can increase the land available for development.



Underground storage tank, Birnamwood Drive

(Image: Harris County Public Infrastructure Department)

GREEN ROOF



A green roof is a vegetative layer grown on a rooftop that filters, absorbs, and/or detains rainfall. The green roof system typically contains a soil layer, a drainage layer, and an impermeable membrane. Water is captured and detained in the soil and dispersed through **evaporation or transpiration** by the plants. Green roofs reduce volume and peak rates of stormwater and enhance water quality. Other benefits include reduction in **heat island effect,** extension of roof life, recreational and gardening opportunities, air and noise quality improvement, and reduced building heating and cooling costs. [xii] They can be integrated into new construction or added to existing buildings, including buildings with flat and sloped roofs. This practice is effective in urbanized areas where there is little room to accommodate other LID systems.



Green Roof, Houston Permitting Center

(Image: H-GAC)

PUTTING IT ALL TOGETHER

HOW LID BMPS CAN FUNCTION TOGETHER

SUSTAINABLE SITE DESIGN

Sustainable site design incorporates approaches which reduce impacts of new and redevelopment projects by conserving natural areas and better integrating LID stormwater treatment into the site plan. The aim of sustainable site design is to increase the environmental values of the site while retaining and enhancing the purpose and vision of the developer. Many sustainable site design concepts employ non-structural on-site treatment that can reduce the cost of infrastructure while maintaining or increasing the value of the property relative to conventionally designed developments.

There are three techniques that accomplish the goals of sustainable site design as they pertain to the mission of LID:

CLUSTER DEVELOPMENT

Cluster development is a LID practice that places buildings in a concentrated manner to minimize land development impacts, reduce impervious surfaces, and preserve open space. The residual space can be used as a stormwater management tool, used as a public amenity, and/or used for additional units.

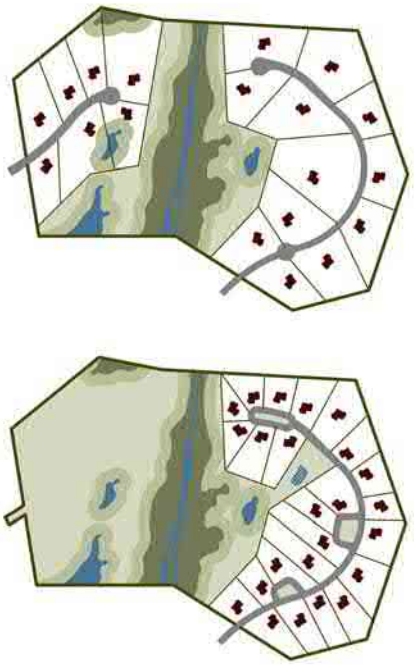
MINIMIZE PAVEMENT WIDTHS

Minimizing pavement widths is a LID practice that decreases the total amount of impervious area associated with land development projects, including streets and parking lots. Traditionally, roadways have been designed to be wider than necessary for vehicle usage.

By reducing roadway widths, more pervious area is available to capture and distribute stormwater. Also, construction and infrastructure costs will decrease.

OPEN SPACE PRESERVATION

Open space preservation is a LID practice that encourages the conservation of natural areas to assist in maintaining a site's natural hydrology. Preserved open spaces allow for infiltration, reduce runoff, and filter pollutant loads from stormwater runoff. Open spaces can also reduce the need to construct structural stormwater infrastructure.



Sustainable Site Design

(Image: Design Workshop)

TREATMENT TRAIN

A treatment train consists of multiple LID stormwater practices installed in a series. Implementing a number of practices together provides the opportunity to include a variety of processes (sedimentation, filtration, etc.) to treat runoff, which optimizes pollutant removal. The use of multiple systems provides a level of redundancy, so at least partial treatment is being achieved even if one system is not functioning properly.

The configuration for a treatment train can take many different forms. Common applications include the use of a vegetated swale to convey stormwater to or from other LID BMPs, such as bioretention cells. Swales can provide some level of pretreatment when installed upstream of other facilities and allow for infiltration. If there is excess runoff at the end of a treatment train, the treated stormwater could then be connected to the storm sewer. Treatment trains should be designed with maintenance considerations in mind. This includes reducing velocity and erosion.



Treatment Train, Ghirardi WaterSmart Park

(Image: H-GAC)


Rainwater and stormwater runoff can be redirected before entering the drainage system, allowing excess water to be utilized rather than discharged.
Sloped edges direct stormwater into the green roof system.
Stormwater runoff is collected and channeled into the cisterns.
Native Plants that have adapted to the climate can survive with minimal maintenance or supplemental watering, and provide food and habitat for birds and insects.



VIRGINIA SWEEETSPIRE

Virginia Sweetspire is a common grass native to South Central and Southeastern US. It is a semi-evergreen plant that flowers annually. In LID projects, Virginia Sweetspire is both drought and flood tolerant, and its root structure provides erosion control.



APPLICABILITY

CAN LID WORK FOR ALL LAND USES AND LAND COVERS?

To demonstrate the applicability of LID on a range of land cover and land uses and showcase the economic and environmental benefits of LID, H-GAC assembled a team of designers to draft a conventional site plan and a LID site plan for each of five different properties. Each site represents a different land use category: commercial, multi-family, institutional, single-family, and roadway. The site plans created are realistic, market-driven plans but have two assumptions: 1) there are no barriers to LID implementation and 2) LID BMPs count as a stormwater control.

The overarching LID design goals were to

- Reduce development and infrastructure costs;
- Reduce amount of land dedicated to detention facilities;
- Reduce runoff by managing stormwater as close to its source as possible;
- Improve stormwater quality; and
- Add value to development projects through LID amenities.

To estimate the performance, costs, and benefits of LID compared with stormwater infrastructure of conventional site plans, the team used the Green Values Stormwater Management Calculator.[xiii] With inputs like soil type, average precipitation, and impervious coverage, this calculator allows its user to apply a range of LID BMPs to a conventional site design in order to calculate the net present value (NPV) of using LID. The calculator breaks out construction costs and annual maintenance costs of both stormwater methods to present the NPV. This tool was applied to each of the sites. Each LID system proved to be more economical than the conventional counterparts.

Bioswale, Bagby Street

(Image: H-GAC)

COMMERCIAL

SITE REPORT

This commercial site is adjacent to a major highway and outside a suburban town that is experiencing rapid growth. The site is a 79.6-acre development, nearly flat, with a dense bottomland hardwood tree canopy cut by an east-west roadway easement and a north-south pipeline easement. Soils in this area are dense clay and do not drain well. East of the site is a 100-year floodplain which drains to adjacent waterways and a future planned open space and park amenity. Due to the relatively flat nature of this site, the current hydrology is composed of small pools forming at the center, flowing away from the raised highway and roadway embankments surrounding the property.

The site is slated to develop as a commercial center, requiring a minimum of one parking space for every 200 square feet of retail space. Building heights in this area are not restricted but expected to maintain a one- to two-story height average.

SITE PLANNING ASSUMPTIONS:

Parking Requirements:
One parking space per 200 Sq Ft of building area

Parking Space + Circulation Area Required:
350 Sq Ft

Detention Requirements:
15 percent of site area (less in LID version, approximately 12 percent)

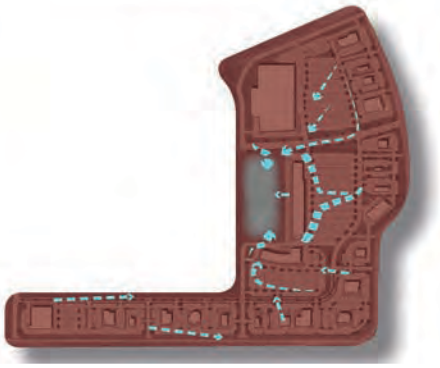
CONVENTIONAL SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	79.6-Acres (3.4 Million Sq Ft)
Leasable Floor Space	396,400 Sq Ft
Parking Spaces	Required: 2,086 Supplied: 3,490
Detention	11.6 Acres (505,000 Sq Ft)
Stories	Single-Story Throughout

CONVENTIONAL WATER ANALYSIS



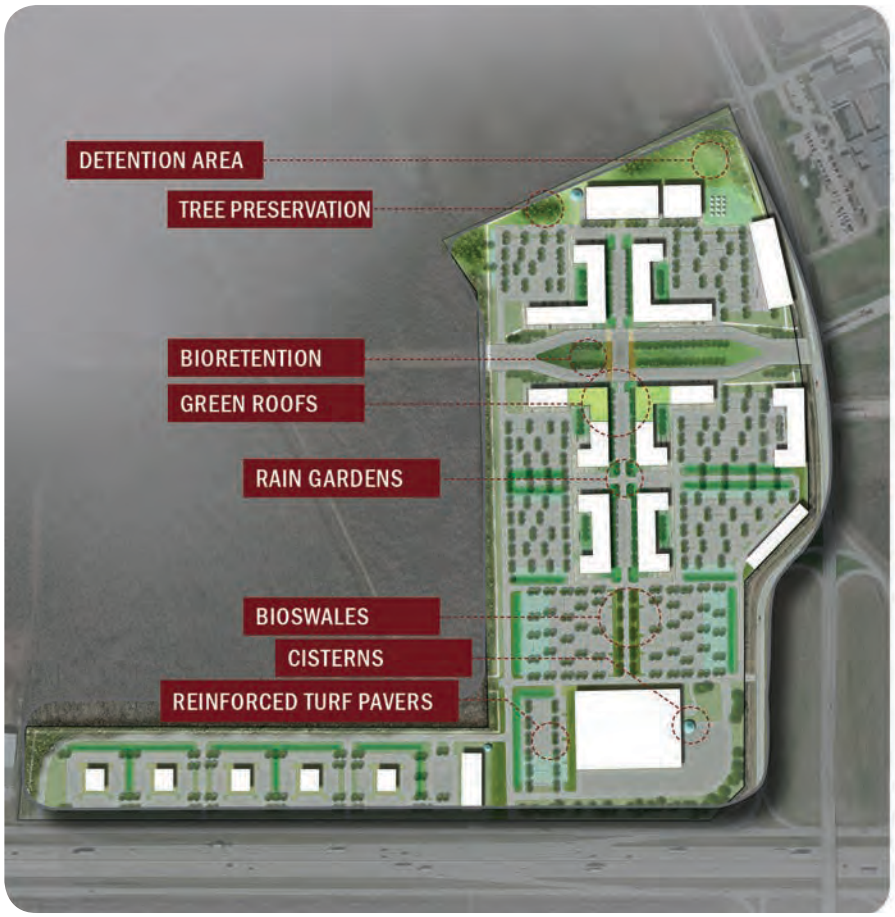
COST BENEFIT OF STORMWATER MANAGEMENT INFRASTRUCTURE

Life Cycle Cost ($, NPV)
Net Present Value

	Conventional	LID	Difference	%
Concrete Sidewalk	$ 661,685	$ 661,685	$ 0	0 %
Curbs & Gutters	$ 450,731	$ 318,934	$ 131,797	- 29 %
Street	$ 4,910,461	$ 2,605,956	$ 2,304,505	- 47 %
Parking Lot	$ 14,000,628	$ 11,188,054	$ 2,812,574	- 20 %
Conventional Stormwater Storage	$ 4,490,076	$ 1,775,920	$ 2,714,156	- 60 %
Standard Roof	$ 4,470,707	$ 5,063,692	($ 592,985)	13 %
Green Roof	-	$ 602,277	($ 602,277)	
Turf	$ 3,235,742	$ 895,695	$ 2,340,047	- 72 %
Native Plants	-	$ 2,008,641	($ 2,008,641)	
Rain Garden	-	$ 732,242	($ 732,242)	
Trees	$ 193,702	$ 363,191	($ 169,489)	87 %
Swales in Parking Lot	-	$ 444,153	($ 444,153)	
Downspout Disconnection	-	$ 101	($ 101)	
Cisterns	-	$ 796,644	($ 796,644)	
Total	$ 32,413,732	$ 27,457,185	$ 4,956,547	-15 %

These numbers compare landscape development and stormwater management costs. They do not account for cost to construct buildings.

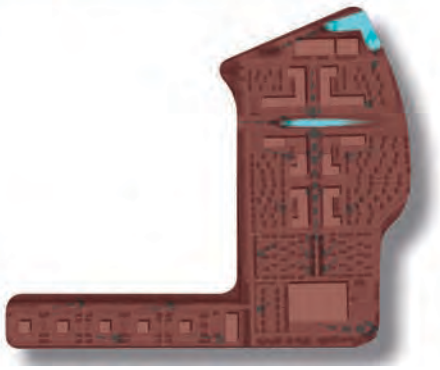
LID SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	79.6-Acres (3.4 Million Sq Ft)
Leasable Floor Space	418,000 Sq Ft
Parking Spaces	Required: 2,408 Supplied: 3,046
Detention	Reduced Detention Requirements
Stories	Single-Story Throughout

LID WATER ANALYSIS



MULTI FAMILY

SITE REPORT

This 22-acre site is on a large, undeveloped property adjacent to a shopping center and a major highway. The large amount of development in this area has caused some flooding concerns, and the existing topography of the site has well-defined ridges and valleys, funneling water through two major drainages to the eastern corner of the site. The site is currently covered by well-developed tree canopy. It is located completely outside of the 100-year floodplain. The soils are dense clay soils that do not drain well.

The site is slated to be developed as a large, phased multi-family development to house about of 500 units. The parking requirement is two parking spaces for each unit. The maximum height for apartment developments in this area is four stories.

SITE PLANNING ASSUMPTIONS:

Average Unit Size: 800 Sq Ft

Percent of Building Footprint Utilized for Hallways & Utilities: 15 percent

Parking Requirements:
Conventional: 2 spaces/unit
LID: 1.5 spaces/unit

Detention Requirements:
Conventional: 15 percent
LID: 12 percent

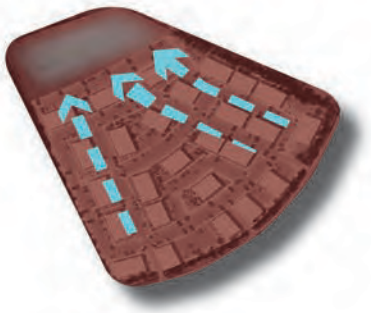
CONVENTIONAL SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	21.8 Acres (950,000 Sq Ft)
Building	All Two-Story Buildings
Units	416 Units (Avg. 800 Sq Ft Footprint, 2 Cars Per Unit)
Parking Spaces	Required: 833 Supplied: 1,002
Detention	3.25 Acres (141,570 Sq Ft)
Amenity Area	0.33 Acres (14,400 Sq Ft)

CONVENTIONAL WATER ANALYSIS



COST BENEFIT OF STORMWATER MANAGEMENT INFRASTRUCTURE

Life Cycle Cost ($, NPV)
Net Present Value

	Conventional	LID	Difference	%
Concrete Sidewalk	$ 560,775	$ 205,524	$ 355,251	- 63 %
Curbs & Gutters	$ 10,584	$ 11,022	($ 438)	4 %
Street	$ 57,653	$ 60,038	($ 2,385)	4 %
Parking Lot	$ 3,733,194	$ 1,472,844	$ 2,260,350	- 61 %
Conventional Stormwater Storage	$ 1,139,774	$ 463,346	$ 676,428	- 59 %
Standard Roof	$ 2,099,975	$ 2,105,973	($ 5,998)	0 %
Green Roof	-	$ 121,369	($ 121,369)	
Turf	$ 1,063,246	$ 324,036	$ 739,210	- 70 %
Native Plants	-	$ 711,617	($ 711,617)	
Rain Garden	-	$ 135,064	($ 135,064)	
Trees	$ 154,962	$ 242,128	($ 87,166)	56 %
Swales in Parking Lot	-	$ 68,834	($ 68,834)	
Downspout Disconnection	-	$ 101	($ 101)	
Cisterns	-	$ 15,933	($ 15,933)	
Total	$ 8,820,163	$ 5,937,829	$ 2,882,334	- 33 %

These numbers compare landscape development and stormwater management costs. They do not account for cost to construct buildings. Cost-benefit analysis does not include cost to construct parking garage, which ranges from $10,000 - $40,000 per parking space.

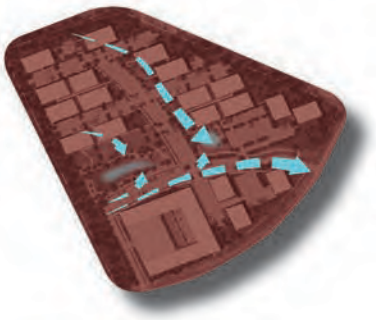
LID SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	21.8 Acres (950,000 Sq Ft)
Building	Two-Story Buildings, with Three-Story Wrap Around (Garage)
Units	486 Units (Avg. 800 Sq Ft Footprint, 1.5 Cars Per Unit)
Parking Spaces	Required: 730 Supplied: 762
Detention	Reduced Requirement and Increased Per/Unit Value with Inclusion of Detention Park Space
Amenity Area	1.86 Acres of Amenity Area (81,000 Sq Ft)
Plants	Native Plantings Throughout

LID WATER ANALYSIS



SINGLE FAMILY

SITE REPORT

This 28-acre site is located in a suburban setting, between existing residential development and a busy highway. It is a nearly flat and undeveloped greenfield site with excellent tree canopy cover.

Waterways exist to the north and south, but none cross the site. Water generally pools inward on-site, away from road and home embankments. Soils here are somewhat sandy and drain well, making them suitable for deep infiltration.

The site is zoned for single-family development and will likely be built by a single developer/builder combination. Per city regulations, cul-de-sacs may not exceed 400 feet in length, and sidewalks must be provided throughout the development.

SITE PLANNING ASSUMPTIONS:

Average Parcel Size:
Conventional: 60 ft x 120 ft
LID: 50 ft x 100 ft

Parking Requirements:
Included in building footprint

Detention Requirements:
Conventional: 15 percent
LID: 12 percent

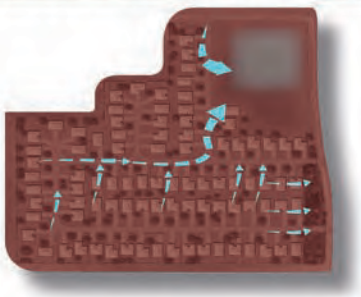
CONVENTIONAL SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	23.7 Acres (1.03 Million Sq Ft)
Units	89 Single Family Homes Lots: 60 x 120 Ft Footprint: Avg. 2,400 Sq Ft Type: Single-Story
Setbacks	40-foot Avg.
Detention	3.8 Acres (165,528 Sq Ft)
Roadway	Total Area: 140,400 Sq Ft 3,510 Linear Ft Roadway Profiles: 30 Ft Sidewalks: 5 Ft (both sides)

CONVENTIONAL WATER ANALYSIS



COST BENEFIT OF STORMWATER MANAGEMENT INFRASTRUCTURE

Life Cycle Cost ($, NPV)
Net Present Value

	Conventional	LID	Difference	%
Concrete Sidewalk	$ 114,572	$ 180,846	$ 66,274	58 %
Concrete Driveway	$ 794,421	$ 320,154	($ 474,267)	- 60 %
Curbs & Gutters	$ 116,887	$ 125,848	($ 8,961)	8 %
Street	$ 1,082,403	$ 1,542,427	$ 460,024	43 %
Parking Lot	$ 316,057	$ 0	$ 316,057	- 100 %
Conventional Stormwater Storage	$ 987,525	$ 598,108	($ 389,417)	- 39 %
Standard Roof	$ 2,344,257	$ 1,988,762	$ 355,495	- 15 %
Permeable Pavement- Pavers	-	$ 54,573	($ 54,573)	
Turf	$ 1,572,590	$ 323,065	$ 1,249,525	- 79 %
Native Plants	-	$ 709,485	($ 709,485)	
Rain Garden	-	$ 197,136	($ 197,136)	
Trees	$ 125,906	$ 106,536	($ 19,370)	- 15 %
Downspout Disconnection	-	$ 101	($ 101)	
Rain Barrels	-	$ 5,573	($ 5,573)	
Total	$ 7,454,618	$ 6,152,614	$ 1,302,004	- 17 %

These numbers compare landscape development and stormwater management costs. They do not account for cost to construct buildings.

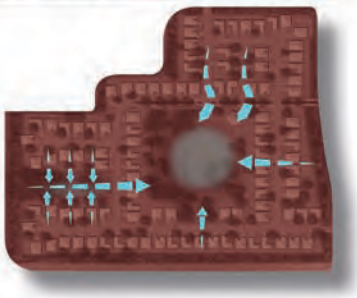
LID SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	23.7 Acres (1.03 Million Sq Ft)
Units	105 Single Family Homes Lots: 50 x 100 Ft Footprint: Avg. 1,700 Sq Ft Type: Two-Story
Setbacks	20-foot Avg.
Detention	Reduced Detention Requirement
Roadway	Total Area: 132,400 Sq Ft 4,137 Linear Ft Roadway Profiles: 30 Ft Sidewalks: 5 Ft (both sides)
Tree Canopy	Tree Canopy Preservation Easement Preserves 4.5 Acres of Canopy

LID WATER ANALYSIS



INSTITUTIONAL

SITE REPORT

This 15.8-acre site is on a university campus. The growth of the student body requires the development of a new dorm facility and expanded recreational fields. The site planned for development is surrounded by existing university recreational facilities, dorm facilities, and adjacent multi-family housing. East of the site is a large drainage ditch and floodplain which drains into the bayou. The soils on this site drain poorly.

As owner of the property, the university has flexibility in developing the site. At a minimum, they are seeking to provide at least 250 new dorm units and parking for 1.5 cars per unit.

SITE PLANNING ASSUMPTIONS:

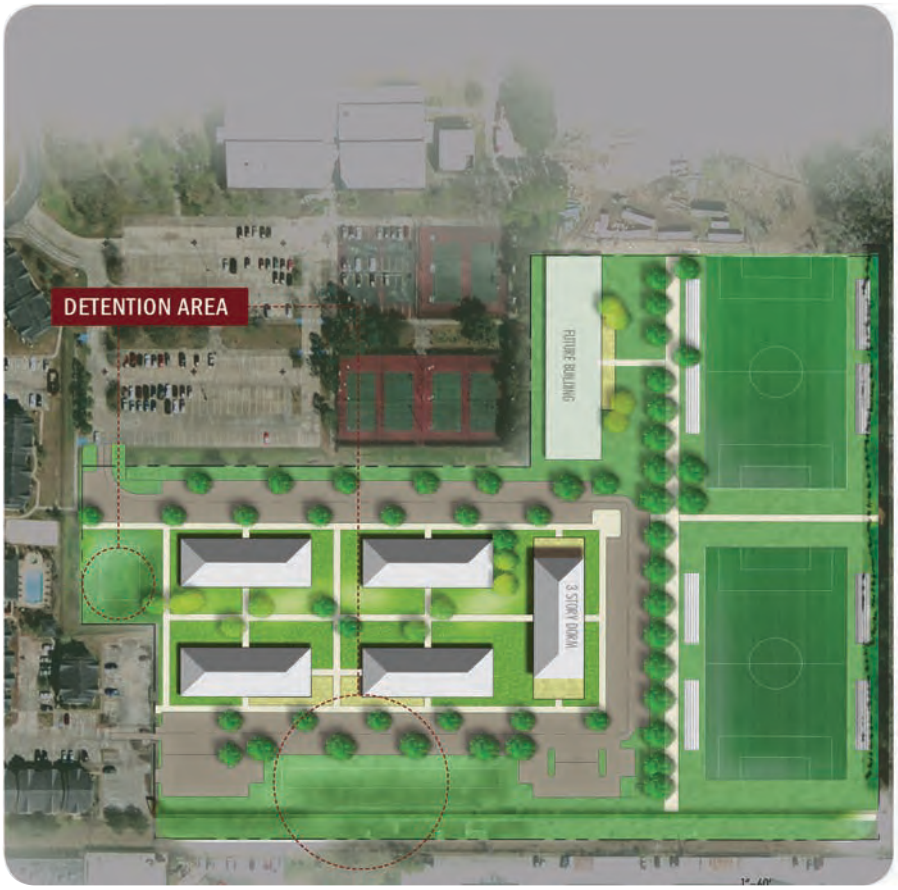
Average Unit Size: 600 Sq Ft

Percent of Building footprint utilized for hallways & utilities: 15 percent

Parking Requirements:
1.5 spaces/unit

Detention Requirements:
Conventional: 15 percent
LID: 12 percent

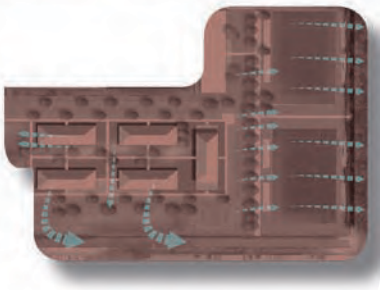
CONVENTIONAL SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	18.8 Acres (688,600 Sq Ft)
Buildings	2 Two-Story Dorm Facilities 1 Three-Story Dorm Facility
Units	196 Student Dorm Units (Avg. 600 Sq Ft, 1.5 Cars Per Unit)
Parking Spaces	Required: 294 Supplied: 344
Amenity Area	2 Full Size Soccer Fields
Detention	2.25 Acres (141,570 Sq Ft)

CONVENTIONAL WATER ANALYSIS



COST BENEFIT OF STORMWATER MANAGEMENT INFRASTRUCTURE

Life Cycle Cost ($, NPV)
Net Present Value

	Conventional	LID	Difference	%
Concrete Sidewalk	$ 444,698	$ 180,848	($ 66,274)	58 %
Parking Lot	$ 1,283,597	$ 320,154	$ 474,267	- 60 %
Conventional Stormwater Storage	$ 485,688	$ 598,108	($ 389,417)	- 39 %
Standard Roof	$ 914,882	$ 995,052	($ 80,170)	9 %
Green Roof	-	$ 57,348	($ 57,348)	
Turf	$ 1,334,386	$ 198,988	$ 1,135,418	- 85 %
Native Plants	-	$ 436,955	($ 436,955)	
Rain Garden	-	$ 49,935	($ 49,935)	
Trees	$ 62,953	$ 52,268	($ 9,685)	- 15 %
Downspout Disconnection	-	$ 101	($ 101)	
Vegetated Filter Strips	-	$ 125,471	($ 125,471)	
Total	$ 4,526,184	$ 2,805,652	$ 1,720,532	- 38 %

These numbers compare landscape development and stormwater management costs. They do not account for cost to construct buildings. Cost-benefit analysis does not include cost to construct parking garage, which ranges from $10,000 - $40,000 per parking space.

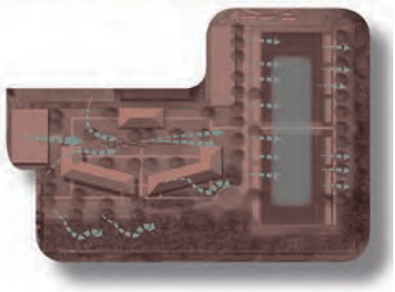
LID SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	15.8 Acres (688,600 Sq Ft)
Buildings	3 Three-Story Dorm Facilities
Units	209 Student Dorm Units (Avg. 600 Sq Ft, 1.5 Cars Per Unit)
Parking Spaces	Required: 314 Supplied: 336
Amenity Area	2 Full Size, Sunken Soccer Fields
Detention	Sunken Soccer Fields to Provide Reduced Detention Requirements

LID WATER ANALYSIS



APPLICABILITY

ROADWAY

SITE REPORT

This planned roadway would extend 0.5 miles through a rural area, improving connectivity to a growing residential area. Along its route, it crosses a stream.

The hills of this region form a local watershed which generally drains to the stream crossing the site. This is planned as a future greenbelt and recreational amenity. Soils are more permeable than many areas of the region and could likely infiltrate runoff. There is little tree canopy, as much of the area was previously agricultural. The northern extent of the road utilizes an old roadway base and will be constructed as a retrofit, rather than a full reconstruction.

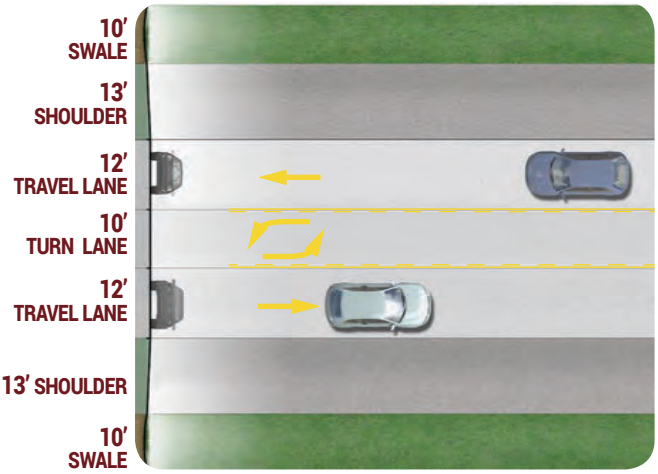
The roadway is planned with 80-foot ROW width to carry a moderate amount of traffic between single family homes and a farm to market road to the north.

CONVENTIONAL SITE PLAN



SITE PLANNING ASSUMPTIONS:

Road Profile



Road Surface:

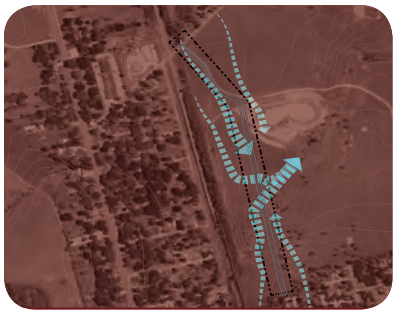
- PERMEABLE
- IMPERVIOUS
- IMPERVIOUS
- IMPERVIOUS
- IMPERVIOUS
- IMPERVIOUS
- PERMEABLE

DEVELOPMENT SUMMARY:

Road Type:
35 MPH Connector Roadway Between Farm to Market Road and Expanding Single-Family Home Development

ROW:	80 Ft
Surface:	
Permeable	25 %
Impervious	75 %
Length	0.5 Mi

CONVENTIONAL WATER ANALYSIS



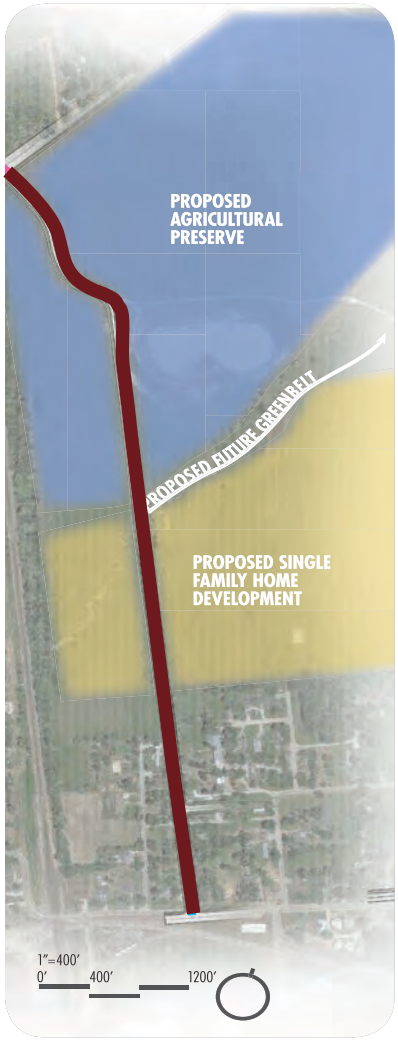
COST BENEFIT OF STORMWATER MANAGEMENT INFRASTRUCTURE

Life Cycle Cost ($, NPV)
Net Present Value

	Conventional	LID	Difference	%
Curbs & Gutters	$ 67,984	$ 67,984	$ 0	0 %
Street	$ 1,110,977	$ 555,488	$ 555,489	- 50 %
Conventional Stormwater Storage	$ 297,208	$ 297,208	$ 0	0 %
Bioswale	$ 157,514	$ 403,629	($ 248,115)	156 %
Trees	$ 0	$ 63,922	$ 63,922	
Total	$ 1,633,683	$ 1,388,231	$ 245,452	- 15 %

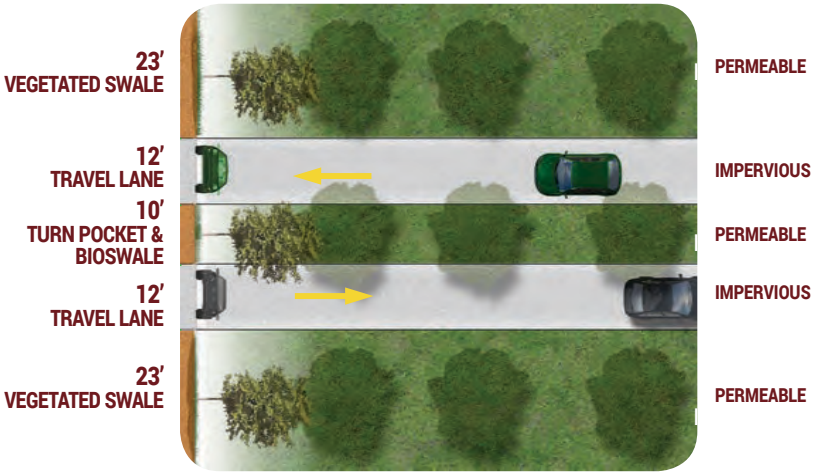
These numbers compare landscape development and stormwater management costs. They do not account for cost to construct buildings.

LID SITE PLAN



SITE PLANNING ASSUMPTIONS:

Road Profile **Road Surface:**



DEVELOPMENT SUMMARY:

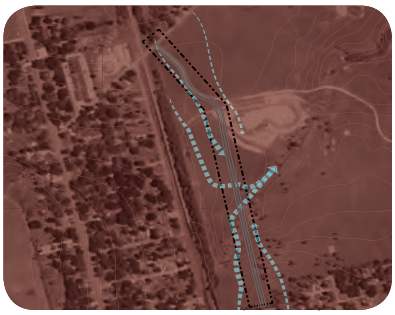
Road Type:
35 MPH Connector Roadway Between Farm to Market Road and Expanding Single-Family Home Development

ROW: 80 Ft

Surface:
Permeable 63 %
Impervious 37 %

Length 0.5 Mi

LID WATER ANALYSIS





SWEETBAY MAGNOLIA

Sweetbay Magnolia is a small to medium sized tree that grows near water and is tolerant to periods of inundation. As a native plant, these trees can grow upright and develop a stable root system that provides stability and helps prevent erosion.

The most common LID tools that incorporate the Sweetbay Magnolia are rain gardens and constructed stormwater wetlands.



CASE STUDIES

LID IN ACTION

Public and private entities in the Houston-Galveston region are incorporating LID practices into different types of projects. Some developers are integrating these features into new developments, while others are retrofitting previously-developed properties to improve their functionality. Municipalities and other public agencies have built pilot projects to evaluate the effectiveness of LID practices at managing stormwater. The public and private sectors can learn from these completed projects when developing new sites or modifying regulations.

The following six case studies are existing, successful LID projects from around the Houston-Galveston region:

- **Queenston Manor Apartments**
  Bioswales, Rain Gardens, Permeable Paving, Underground Cisterns
- **Birnamwood Drive**
  Bioswales, Underground Storage Tanks
- **City of Houston: Fire Station 90**
  Cisterns, Permeable Paving, Rainwater Harvesting, Native Plantings
- **Ghirardi Family WaterSmart Park**
  Rain Garden, Bioswale, Permeable Paving, Green Roof, Rainwater Harvesting
- **Sugar Land Conference Center**
  Bioswale, Underground Cistern
- **Kempwood Manor Subdivision**
  Bioswales, Rain Gardens, Permeable Paving

Native Plantings & Bioswale, Birnamwood Drive

(Image: Harris County Public Infrastructure Department)



(Image: EHRA)

QUEENSTON MANOR

UTILIZING LID FEATURES TO CREATE ADDITIONAL DEVELOPMENT OPPORTUNITIES

LOCATION	Houston, TX
LAND USE	Multi-Familly Residential
COST	$ 799,483 (LID Systems)
PRACTICES USED	Bioswales Rain Gardens Permeable Paving Underground Cisterns
CONSULTANT	EHRA

Conventional stormwater management practices may require a lot of space, reducing the amount of land available for development.

When the site plan for Queenston Manor was initially prepared, a detention pond was proposed to manage the site's runoff. This feature consumed a large area, making multi-family development financially infeasible. Redesigning the site with LID practices increased the amount of land available for buildings, allowing the developer to construct 48 additional units within the multi-family residential project. While the installation of LID systems did not result in cost savings, the 48 extra units generate an additional $642,812 in revenue each year.



Rain Garden, Queenston Manor

(Image: EHRA)

Different LID practices were distributed throughout the site.

RAIN GARDENS AND BIOSWALES

A system of rain gardens and bioswales are located between buildings. Native species are planted in engineered soils, creating a functional and attractive landscape for residents.

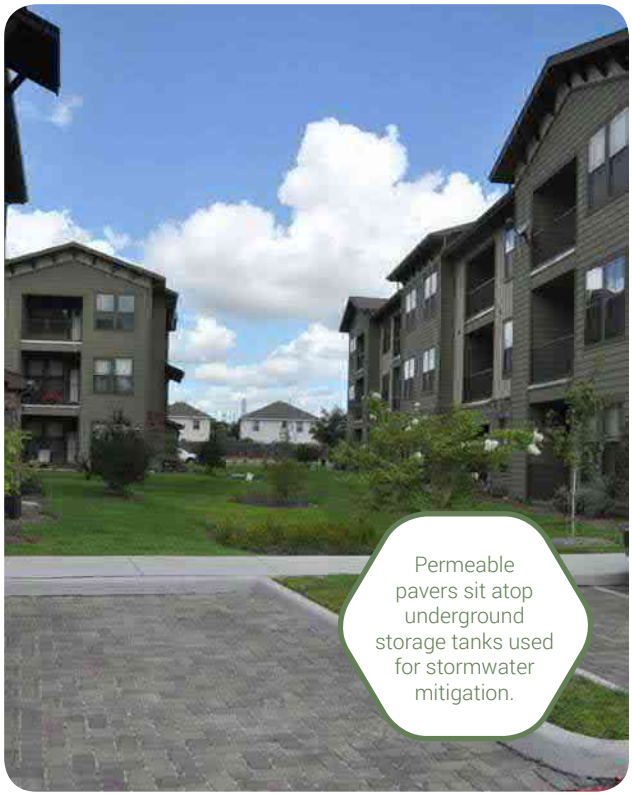
This system was designed to allow water to drain within 24 hours. The use of engineered soils and other strategies ensures water does not stand for long periods, preventing these features from becoming breeding areas for mosquitoes.

PERMEABLE PAVING

Parking spaces are surfaced with permeable pavers. Stormwater seeps directly though the pavers into the underground storage system.

UNDERGROUND CISTERNS

After flowing through permeable pavers, rain gardens, and bioswales, stormwater percolates through engineered soils into an underground system of rain tanks.



Permeable Pavers and Underground Storage Tank, Queenston Manor

(Image: EHRA)



(Image: H-GAC)

BIRNAMWOOD DRIVE

RETHINKING TRADITIONAL ROADWAY DESIGN TO INCORPORATE LID

LOCATION	Spring, TX
LAND USE	Roadway
COST	$ 3,500,000
PRACTICES USED	Bioswales Underground Storage Tanks
CONSULTANT	RPS Klotz Associates, Knudsen LP

Public and private entities are interested in using LID practices but may be unsure of their performance in certain applications.

The construction of Birnamwood Drive was a pilot project by Harris County to evaluate the viability of incorporating LID practices into the design of its major thoroughfares. To manage stormwater runoff, a system of LID features was installed in the roadway's median:

Building Birnamwood Drive with LID practices cost $3.5 million. If it had been built as a conventional four-lane divided roadway with curb and gutter connecting to a storm sewer, the project would have cost an estimated $3.8 million. Incorporating LID practices into the design eliminated the need to build an extensive storm sewer system and purchase additional property for a detention pond. As Harris County continues to experiment with these practices and determine which are the most effective at managing stormwater, the cost of LID features used in subsequent projects may decrease.

The bioswale and other features were designed to minimize maintenance, decreasing the roadway's upkeep costs. Once established, the site's native plants do not need to be regularly watered. A temporary sprinkler system was installed when the bioswale was first planted, but has since been removed. While most roadways in Harris County are mowed quarterly, Birnamwood Drive only needs to be mowed twice a year. Rain tanks require less maintenance than detention ponds, since the biofiltration system helps prevent them from being clogged with trash, sediment, and other debris. Over time, lower construction and maintenance costs will deliver significant savings to taxpayers.

Monitoring stations are installed within the bioswale to help researchers determine how effectively LID features can manage stormwater and improve water quality.



Bioswale and Underground Storage Construction, Birnamwood Drive

(Image: Harris County Public Infrastructure Department)

Since completion of Birnamwood Drive, Harris County has incorporated LID practices into the design of several roadway construction projects, including Slojander Road near Baytown and Holzworth Road in Spring.

LID BMPs used in this project are:

BIOSWALES

Native species are planted in gently-sloping vegetated swales. Diverse plantings are installed along different segments of the roadway, depending upon hydrologic conditions. **Check dams** within the bioswale reduce the velocity of stormwater flowing through the system and increase the amount of runoff that can be stored.

UNDERGROUND STORAGE TANKS

Bioswales connect to modular rain tanks buried beneath gravel and engineered soils able to increase filtration to 100 inches per hour. Stormwater is held within the rain tanks and slowly released at two outfall locations.

These features are able to accommodate all runoff flowing from the roadway, making off-site detention unnecessary.



(Image: Asakura Robinson)

CITY OF HOUSTON: FIRE STATION 90

USING LID PRACTICES TO REDUCE WATER USE

LOCATION	Houston, TX
LAND USE	Institutional
COST	$ 5,400,000 (Total Cost)
PRACTICES USED	Permeable Paving Rainwater Harvesting Native Plantings
CONSULTANT	Asakura Robinson, English Associates

Irrigating urban landscapes requires a significant amount of water.

In Texas, an estimated 46.6 percent of water consumed in urban areas is used to irrigate lawns and other landscapes.[xiv] To reduce the expense and environmental impacts of excessive irrigation, the City of Houston used a variety of LID practices and other techniques to minimize outdoor water use at Fire Station 90:

NATIVE PLANTINGS

Large expanses of native, drought-tolerant plants surround the building.



Native Plantings, Fire Station 90

(Image: Asakura Robinson)

RAINWATER HARVESTING

Six 1,000-gallon cisterns collect rainwater that runs off the building's roof. This water is used in a low-flow drip irrigation system.

PERMEABLE PAVEMENT

To manage stormwater on-site, parking stalls are surfaced with permeable concrete. Pores allow water to seep through the pavement into the underlying soil instead of ponding and running into nearby storm sewers.

These features have reduced the amount of potable water used for irrigation by more than 80 percent.

A vegetated detention area stores stormwater, with a mix of trees and shrubs removing pollutants. These water conservation and stormwater management techniques helped the building earn LEED Gold Certification from the U.S. Green Building Council, which recognizes projects that incorporate environmentally-friendly materials and practices into their design.





Rainwater Harvesting Cisterns and Rain Garden with Native Plantings, Fire Station 90

(Image: Asakura Robinson)



(Image: H-GAC)

GHIRARDI FAMILY WATERSMART PARK

UTILIZING PUBLIC SPACES TO MEASURE THE EFFECTIVENESS OF LID PRACTICES

LOCATION	League City, TX
LAND USE	Park
COST	$1,010,000 (Total Project Cost) $90,109 (Installation of LID Features)
PRACTICES USED	Rain Garden Bioswale Permeable Paving Green Roof Rainwater Harvesting
CONSULTANT	TBG

Communities nationwide, including some in the Houston-Galveston region, are experimenting with the use of LID practices on public property.

In 2011, the City of League City began developing the Ghirardi Family WaterSmart Park as a demonstration site for LID. This park is designed to show developers, residents, and local officials how these features function and can be incorporated into landscapes.

Not only was the park designed to manage stormwater in an environmentally-friendly way, but it also minimizes the use of potable water for landscape purposes. Water collected in the site's cistern is used for irrigation. Native plants were installed throughout the park. Since they

are well-suited to the region's climate, natives generally require less water than other species once established.

To ensure their long-term effectiveness, LID BMPs must be properly maintained. The park's maintenance crew received training on appropriate management techniques, along with a maintenance handbook.

Since the park's completion in early 2014, the Texas Coastal Watershed Program has been studying how these features impact local water quality. Data collected has demonstrated the ability of LID practices to capture pollutants. All of these features have been effective at removing harmful bacteria, such as *E. coli,* from runoff. The site's bioswales have the most positive overall impact on water quality, removing significant amounts of nitrogen (97.4%), phosphorus (79.1%), and suspended solids (92.1%). Continued monitoring will help determine the long-term effectiveness of these practices. [xv]

Different LID techniques were used throughout the site:

RAIN GARDENS AND BIOSWALES

Curb cuts allow water to flow from parking areas into rain gardens planted with native species. Engineered soils promote infiltration.

Some of the site's runoff is directed to vegetated swales which serve as an attractive landscape feature.

PERMEABLE PAVEMENT

Parking areas are surfaced with concrete pavers. Joints between these pavers allow water to infiltrate into the soil.

GREEN ROOF

The park's pavilion features a green roof, with plantings contained in a system of removable trays.

RAINWATER HARVESTING

Cisterns collect rainwater that runs off the roof of the park's pavilion.

Signage highlights these features and provides information on how they function.



Native Plantings, Ghirardi WaterSmart Park

(Image: H-GAC)

Actual Installation Costs for Select LID Techniques at Ghirardi Family WaterSmart Park [xvi]

Technique	Cost per Square Foot *
Rain Garden	$ 5.90
Bioswale	$ 1.72
Pervious Pavers	$ 9.78
Vegetated Buffers	$ 2.26
Green Roof	$ 51.42

* Excluding Grading & Installation



(Image: H-GAC)

SUGAR LAND CONFERENCE CENTER

RETROFITTING AN EXISTING PARKING LOT TO INCORPORATE LID PRACTICES

LOCATION	Sugar Land, TX
LAND USE	Commercial
COST	$ 80,000
PRACTICES USED	Bioswale Cistern (Underground)
CONSULTANT	Steve Albert, PE for Aguirre & Fields, LP

Not only can LID practices be incorporated into new development, but reconstruction projects as well. The Sugar Land Conference Center had an expansive concrete parking lot, which carried runoff quickly to the nearest storm drain. Since the concrete surface did not allow infiltration, puddles would form in some locations and last for days. The lack of landscaping left a poor impression on visitors.

To improve the site's appearance and functionality, a network of bioswales was installed throughout the existing parking area. Runoff from the building's downspouts is directed into bioswales, and curb







Bioswale

(Image: H-GAC)



Parking Lot Bioswales

(Image: H-GAC)

openings allow stormwater from adjacent parking spaces to enter these landscaped areas. Bioswales carry the site's runoff approximately 400 feet to an area with engineered soil media which allows stormwater to seep into an underground cistern. Up to 3,500 gallons of water are stored in the cistern, providing about half of the site's annual irrigation needs.

Plants within the bioswales filter runoff, improving water quality. Native Texas plantings remove 90 percent of sediment carried by the site's runoff, along with most heavy metals and other harmful pollutants. As the plants' roots soak in water, they also reduce the amount of runoff reaching the storm sewer. Since the project was completed in 2012, the plantings have matured and created an attractive environment for workers and visitors.

Stormwater Runoff Reductions

LID Retrofit at Sugar Land Conference Center [xvii]

Design Storm: 2-year, 15 minutes	
Peak Flow Rate Reduction	97 %
Total Runoff Reduction	17 %
Extreme Short Storm: 100-year, 15 minutes	
Peak Flow Rate Reduction	90 %
Total Runoff Reduction	16 %
Long Duration Pond Storm: 2-year, 24 hours	
Peak Flow Rate Reduction	53 %
Total Runoff Reduction	13 %
Extreme Pond Design Storm: 100-year, 24 hours	
Peak Flow Rate Reduction	27 %
Total Runoff Reduction	7 %



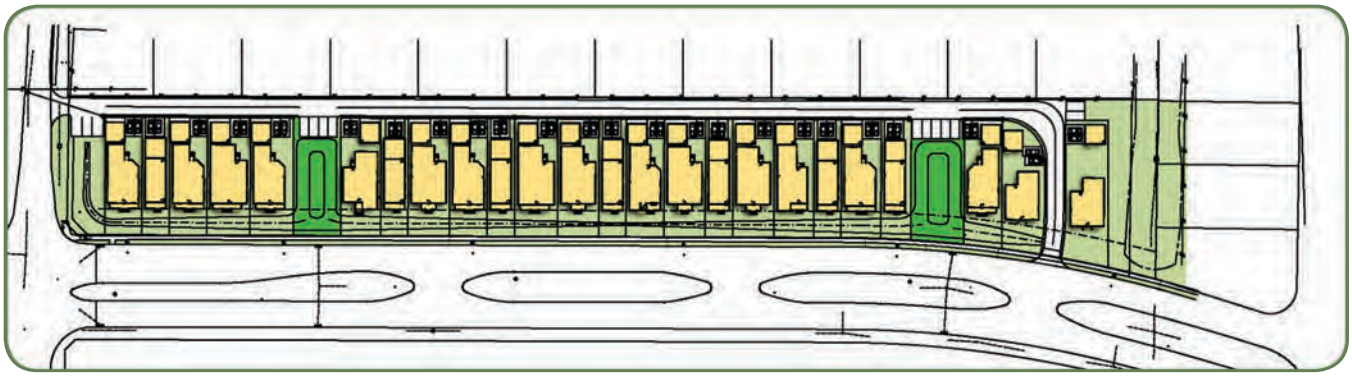
(Image: EHRA)

KEMPWOOD MANOR

INCORPORATING LID PRACTICES INTO A DENSE SINGLE-FAMILY INFILL DEVELOPMENT

LOCATION	Houston, TX
LAND USE	Single-Family Residential
COST	$104,107 (LID only)
PRACTICES USED	Bioswales
	Rain Gardens
	Permeable Paving
CONSULTANT	EHRA

On infill sites, space is often limited, making it difficult to accommodate conventional stormwater management practices. Kempwood Manor is on a narrow 3.2-acre site in Northwest Houston, bound by a major thoroughfare and existing residential development. The original plan for the project included 21 individual lots and a large detention basin. By revising the design and incorporating LID practices, the developer was able to create three additional lots.



Site Plan

EHRA





Rain Garden following rain event

(Image: H-GAC)



Permeable Paving

(Image: H-GAC)

This project was one of the first residential developments that adhered to Harris County's *LID and Green Infrastructure Design Criteria for Stormwater Managemen*t. Adopted in 2011, this document establishes guidelines for developers using LID practices to satisfy local requirements for stormwater management.

The final design, which was ultimately constructed, features several LID techniques:

RAIN GARDENS AND BIOSWALES

Rain gardens in two pocket parks create a landscaped amenity for residents.

PERMEABLE PAVING

While all of the homes face Kempwood Drive, their garages are accessed by a rear alley. The alley and visitor parking areas are surfaced with permeable pavers with joints allowing stormwater to seep into the ground.

APPENDICES



DEFINITIONS

BIOFILTRATION
Biofiltration is a technique that removes pollutants from water using living material to capture and biologically degrade pollutants.

CHECK DAM
Typically constructed of gravel, sandbags or straw bales, a check dam is a small, temporary structure constructed across a swale designed to slow the velocity of runoff flows. Check dams are used to control for soil erosion.

DEPRESSION STORAGE
Depression storage refers to small low points in rolling terrain that store stormwater that would otherwise become runoff.

DETENTION
A detention facility is designed to receive, temporarily store, and completely release stormwater slowly into a receiving channel.

ENGINEERED SOIL MEDIA
Engineered soil media is a manmade mix of soils.

EVAPORATION
Evaporation is the process of water changing from a liquid to a gas or vapor.

HEAT ISLAND EFFECT
The heat island effect is an urban area in which significantly more heat is absorbed and retained than in surrounding areas, resulting in a “warm island” among a cooler “sea” of lower temperatures.

INFILTRATION
Infiltration is the seepage of water into the ground.

RETENTION
A retention facility is designed to retain stormwater on a more permanent basis.

STORMWATER MANAGEMENT
Stormwater management refers to all natural or engineered control devices and systems designed to control and/ or treat stormwater.

APPENDIX

BIBLIOGRAPHY

Albert, Steve. *Houston-Galveston Area Council Case Study: Low Impact Development*. Houston, TX: Sherwood Design Engineers, 23 Oct. 2014. PPT.

Beggs, Patrick, and Christy Perrin, Low Impact Development - An Economic Fact Sheet, Rep. NC State University Cooperative Extension, n.d. Web, 2015.

Cabrera, Raul I., Kevin L. Wagner, and Benjamin Wherley. "An Evaluation of Urban Landscape Water Use in Texas." *Texas Water Journal* 4.2 (2013): 14-27.

Clary, Jane, Brandon Steets, Jonathan Jones, Eric Strecker, and Marc Leisenring. "Fecal Indicator Bacteria Reduction in Urban Runoff." *Forester Media*. September 25, 2012. www.foresternetwork.com/author/forester-media/page/439/

Coastal Stormwater Management *Through Green Infrastructure: A Handbook for Municipalities,* Rep. N.p.: Environmental Protection Agency, Office of Wetlands, Oceans and Watersheds, 2014.

Geosyntec Consultants, Inc., and Wright Water Engineers, Inc. *International Stormwater Best Management Practices (BMP) Database Pollutant Category Summary Statistical Addendum: TSS, Bacteria, Nutrients, and Metals.* .International Stormwater BMP Database, December 2014. http://www.bmpdatabase.org/Docs/2014%20Water%20Quality%20Analysis%20Addendum/BMP%20Database%20Categorical_StatisticalSummaryReport_December2014.pdf

Green Infrastructure Program Plan: City of Chattanooga, TN, Rep. N.p.: n.p., 2015.

Jarrett, Albert Ph.D. *Improving Stormwater Quality*, Tech. N.p.: Pennsylvania State U, 2015. Print. P 6.

Low Impact Development Guidance Manual: South Burlington (VT) Stormwater Utility, Rep. N.p.: n.p., 2009.

MacMullan and Reich, 2007; France, 2002; Natural Resources Defense Council, 1999; U.S. Department of Housing and Urban Development in partnership with the National Association of Home Builders, 2003; USEPA, 2007.

MacMullan, Ed; Sarah Reich. The Economics of Low-Impact Development: A Literature Review.ECONorthwest. November 2007. www.econw.com

"National Stormwater Management Calculator," *Green Values National Stormwater Management Calculator,* Center for Neighborhood Technology, 2009, Web, 06 Oct. 2015.

Nonpoint Source Control Branch. *Reducing Stormwater Costs through Low Imapct Development (LID) Strategies and Practices*. Rep. N.p.: United States Environmental Protection Agency, n.d. Web.

Office of Wetlands, Oceans, and Watersheds, comp. "*Encouraging Low Impact Development- Incentives Can Encourage Adoption of LID Practices in Your Community*. Fact Sheet. Rep. N.p.: United States Environmental Protection Agency, n.d. Web, December 2012.

Perrin, C., L. Milburn, L. Szpir, W. Hunt, S. Bruce, R. McLendon, S. Job, D. Line, D. Lindbo, S. Smutko, H. Fisher, R. Tucker, J. Calabria, K. Debusk, K.C. Cone, M. Smith-Gordon, J. Spooner, T. Blue, N. Deal, J. Lynn, D. Rashash, R. Rubin, M. Senior, N. White, D. Jones, W. Eaker, 2009, *Low Impact Development: A Guidebook for North Carolina (AG-716).* NC Cooperative Extension Service, NC State University. http://www.ncsu.edu/WECO/LID

Prince George's County, Maryland Department of Environmental Resources Programs and Planning Division, *Low-Impact Development Design Strategies: An Integrated Design Approach, June 1999; Shaver, E., Low Impact Design Manual for the Auckland Regional Council , Auckland Regional Council,* New Zealand, April, 2000.

Puget Sound Partnership, 2012, *Integrating LID into Local Codes: A Guidebook for Local Governments*, prepared by AHBL for the Puget Sound Partnership, July 2012.

Storey, Arthur L., P.E., John Blount, P.E., and Michael D. Talbott, P.E. *Harris County Low Impact Development & Green Infrastructure Design Criteria for Stormwater Management*. Rep. N.p.: n.p., 2011. Print.

Reducing Stormwater Costs through Low Impact Development (LID) Strategies and Practices, Rep. Washington, DC: United States Environmental Protection Agency, 2007.

Texas Coastal Watershed Program. *Ghirardi Family WaterSmart Park: Stormwater Best Management Practice Assessment Report (May 2015)*. Rep. Houston, TX: Texas Coastal Watershed Program, 2015.

Trinkaus, Stephen D., PE. *Town of Tolland Low Impact Development and Stormwater Management Design Manual,* Rep. N.p.: n.p., n.d.

Virginia DEQ Stormwater Design Specification. Rep. 1.9st ed. Vol. 9. N.p.: n.p., 2011. Web.

[i] Prince George's County, Maryland Department of Environmental Resources Programs and Planning Division, *Low- Impact Development Design Strategies: An Integrated Design Approach*, June 1999; Shaver, E., *Low Impact Design Manual for the Auckland Regional Council*, Auckland Regional Council, New Zealand, April, 2000.

[iii] *Coastal Stormwater Management Through Green Infrastructure: A Handbook for Municipalities*, Rep. N.p.: Environmental Protection Agency, Office of Wetlands, Oceans and Watersheds, 2014, 38 – 40.

[iv] Clary, Jane, Brandon Steets, Jonathan Jones, Eric Strecker, and Marc Leisenring. "Fecal Indicator Bacteria Reduction in Urban Runoff." *Forester Media*. September 25, 2012. http://foresternetwork.com/daily/water/stormwater-drainage/fecal-indicator-bacteria-reduction-in-urban-runoff/

[v] Geosyntec Consultants, Inc., and Wright Water Engineers, Inc. *International Stormwater Best Management Practices (BMP) Database Pollutant Category Summary Statistical Addendum: TSS, Bacteria, Nutrients, and Metals*.International Stormwater BMP Database, December 2014. http://www.bmpdatabase.org/Docs/2014%20Water%20Quality%20Analysis%20Addendum/BMP%20Database%20Categorical_StatisticalSummaryReport_December2014.pdf

[vi] MacMullan and Reich, 2007; France, 2002; Natural Resources Defense Council, 1999; U.S. Department of Housing and Urban Development in partnership with the National Association of Home Builders, 2003; USEPA, 2007.

[vii] Prince George's County, Maryland Department of Environmental Resources Programs and Planning Division, *Low-Impact Development Design Strategies: An Integrated Design Approach*, June 1999; Shaver, E., Low Impact Design Manual for the Auckland Regional Council, Auckland Regional Council, New Zealand, April, 2000.

[viii] Ed MacMullan; Sarah Reich. The Economics of Low-Impact Development: A Literature Review. ECONorthwest. November 2007. www.econw.com

[ix] Ed MacMullan; Sarah Reich. The Economics of Low-Impact Development: A Literature Review. ECONorthwest. November 2007. www.econw.com

[x] MacMullan and Reich, 2007; France, 2002; Natural Resources Defense Council, 1999; U.S. Department of Housing and Urban Development in partnership with the National Association of Home Builders, 2003; USEPA, 2007,24.

[xi] *Green Infrastructure Program Plan: City of Chattanooga, TN*, Rep. N.p.: n.p., 2015, 105.

[xii] *Coastal Stormwater Management Through Green Infrastructure: A Handbook for Municipalities*, Rep. N.p.: Environmental Protection Agency, Office of Wetlands, Oceans and Watersheds, 2014,12.

[xiii] National Stormwater Management Calculator," *Green Values National Stormwater Management Calculator*, Center for Neighborhood Technology, 2009, Web, 06 Oct. 2015.<http://greenvalues.cnt.org/national/calculator.php>.

[xiv] Raul I. Cabrera, Kevin L. Wagner, and Benjamin Wherley, "An Evaluation of Urban Landscape Water Use in Texas," *Texas Water Journal* 4.2 (2013): 20.

[xv] Texas Coastal Watershed Program, *Ghirardi Family WaterSmart Park: Stormwater Best Management Practice Assessment Report (May 2015)*, Houston, TX: Texas Coastal Watershed Program, 2015, 16.

[xvi] Texas Coastal Watershed Program, *Ghirardi Family WaterSmart Park: Stormwater Best Management Practice Assessment Report (May 2015)*, Houston, TX: Texas Coastal Watershed Program, 2015, 13.

[xvii] Steve Albert. *Houston-Galveston Area Council Case Study: Low Impact Development.* Houston, TX: Sherwood Design Engineers, 23 Oct. 2014. PPT.



Houston-Galveston Area Council

CE0516

APPENDIX C
STORMWATER DRAINAGE ORDINANCE

ARTICLE XX: Stormwater Drainage Ordinance

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SEC. XX.X AUTHORITY

(1) Ordinance XX is adopted by the City of Bastrop under the authority Texas Local Government Code Chapter 212, which is herebymade a part of these regulations, the City Council of the City of Bastrop does hereby adopt the following regulations to hereafter control the subdivision of land withinthe corporate limits of the City of Bastrop and in the unincorporated areas lying within the extraterritorial jurisdiction of the City of Bastrop, in order to providef or the orderly development of the areas and to secure adequate provision for traffic, light, air, recreation, transportation, water, drainage, sewage and other facilities.

(2) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the same governing body.

(3) The City of Bastrop hereby will administer and enforce the provisions of this ordinance.

(4) The requirements of this ordinance do not pre-empt more stringent stormwater management and erosion and sediment control requirements that may be imposed by any of the following:

(a) Texas Commission on Environmental Quality (TCEQ)
(b) United States Environmental Protection Agency (USEPA)

SEC. XX.X FINDINGS OF FACT

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.
(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.

SEC. XX.X PURPOSE AND INTENT

(1) 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) Minimizing flood risks to citizens and properties related to increases in peak runoff rates, volumes and velocities.
(b) Stabilizing and decreasing streambank and channel erosion within downstream receiving waterways.
(c) Improving stormwater quality within receiving water bodies by reducing the loading of sediment and stormwater-born pollutants.
(d) Facilitating comprehensive watershed-based planning that promotes fiscally sustainable and geographically sensitive land development and future growth.

(2) INTENT. In order to achieve the goals and objectives listed 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. 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 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, manage and treat 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 document that the approved plan be used to identify post-construction stormwater management measures acceptable for the community.

SEC. XX.X APPLICABILITY AND JURISDICTION

(1) APPLICABILITY.

(a) Where not otherwise limited by law, this ordinance applies to land development activity that meets any of the following criteria:

1. Any development, including redevelopment and in-fill development, that results in 20,000 square feet or more of land disturbing activity.
2. Any development, including redevelopment and in-fill development, that results in the addition of 10,000 square feet or more of impervious area.
3. A subdivision plat.

(b) A site that meets any of the criteria in this paragraph is exempt from the requirements of this ordinance.

1. 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.
2. Nonpoint discharges from agricultural facilities and practices.
3. Nonpoint discharges from silviculture activities.
4. 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.
5. Underground utility construction such as water, sewer and fiberoptic lines. This exemption does not apply to the construction of any above ground structures associated with utility construction.

(c) Notwithstanding the applicability requirements in paragraph (a), this ordinance applies to land development activity of any size that, in the opinion of the City, 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) 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. XX.X DEFINITIONS

(1) 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.
(2) BUSINESS DAY means a day the office of the City is routinely and customarily open for business.
(3) CEASE AND DESIST ORDER means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit.
(4) 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.
(5) DESIGN STORM means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall.
(6) DEVELOPMENT means residential, commercial, industrial or institutional land uses and associated roads.
(7) DIRECTOR OF PUBLIC WORKS means the City of Bastrop Director of Public Works or designee.
(8) DIVISION OF LAND means either a division of a Lot, Parcel, or tract of land, or Replat of land by the Owner or the Owner's agent for any purpose including sale or development, as defined by Chapter 10, Subdivision Regulations.
(9) EROSION means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

(10) EXTRATERRITORIAL JURISDICTION means the area outside of the City of Bastrop municipal limits in which the City exercises joint zoning authority with Bastrop County.

(11) FINAL STABILIZATION means that all land disturbing construction activities at the construction site have been completed and that 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 employment of equivalent permanent stabilization measures.

(12) 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.

(13) GOVERNING BODY means City Council.

(14) 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.

(15) 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.

(16) INFILTRATION means the entry of precipitation or runoff into or through the soil.

(17) 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.

(18) 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.

(19) 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.

(20) MAINTENANCE AGREEMENT means a legal document that provides for long-term maintenance of stormwater management practices.

(21) NEW DEVELOPMENT means development resulting from the conversion of previously undeveloped land or agricultural land uses.

(22) OFF-SITE means located outside the property boundary described in the permit application.

(23) ON-SITE means located within the property boundary described in the permit application.

(24) PERFORMANCE STANDARD means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

(25) 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.

(26) 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 authority in administering the permit.

(27) 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.

(28) POST-CONSTRUCTION SITE means a construction site following the completion of land disturbing construction activity and final site stabilization.

(29) 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.

(30) REDEVELOPMENT means areas where development is replacing older development in the determination of the City.

(31) RESPONSIBLE PARTY means any entity holding fee title to the property.

(32) 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.

(33) SITE means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.

(34) STOP WORK ORDER means an order issued by the City which requires that all construction activity on the site be stopped.

(35) 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.

(36) STORMWATER MANAGEMENT SYSTEM PLAN is a comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.

(37) TECHNICAL STANDARD means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

(38) 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.

SEC. XX.X TECHNICAL STANDARDS AND DESIGN METHODS

DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS. All drainage facilities and practices required to comply with this ordinance shall incorporate technical standards and design methods specified in the document City of Bastrop Stormwater Drainage Design Manual, maintained and periodically updated by the City Engineer. Where not superceded by stricter requirements in City of Bastrop Stormwater Drainage Design Manual, the following standards are also incorporated by reference:

(a) 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.

(b) Other technical standards not identified or developed in sub. (1), may be used provided that the methods have been approved by the City Engineer.

SEC. XX.X PERFORMANCE STANDARDS

(1) RESPONSIBLE PARTY. The entity holding fee title to the property shall be responsible for either developing and implementing a stormwater management plan, or causing such plan to be developed and implemented through contract or other agreement. This plan shall be developed in accordance with Section XX.X, which incorporates the requirements of this section.

(2) PLAN. A written plan shall be developed in accordance with Section XX.X and implemented for applicable land development activities.

(3) STORMWATER DRAINAGE PERFORMANCE STANDARDS. All drainage facilities and practices required to comply with this ordinance shall meet performance standards specified in the document City of Bastrop Stormwater Drainage Design Manual, maintained and periodically updated by the City.

(4) LOCATION AND REGIONAL TREATMENT OPTION.

(a) 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.

(b) The City may approve off-site management measures provided that all of the following conditions are met:

1. 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.
2. The off-site facility meets all of the following conditions:

a. The facility will be in place before the need for the facility arises as a result of on-site construction activities.
b. The facility 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.
c. The facility has a legally obligated entity responsible for its long-term operation and maintenance.
d. 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.

(5) ALTERNATE REQUIREMENTS. The City 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 for to address downstream stormwater drainage issues; 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 XX.X.

SEC. XX.X PERMITTING REQUIREMENTS, PROCEDURES, AND FEES

(1) PERMIT REQUIRED. No responsible party may undertake a land disturbing construction activity without receiving a post-construction runoff permit from the City prior to commencing the proposed activity.

(2) 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.

(a) Unless otherwise excepted by this ordinance, a permit application must be accompanied by a stormwater drainage 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.

(b) The stormwater management plan, the stormwater maintenance plan, the stormwater management 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) REVIEW AND APPROVAL OF PERMIT APPLICATION. The City shall review any permit application that is submitted with a stormwater management plan, maintenance plan, maintenance agreement, and the required fee. The following approval procedure shall be used:

(a) 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, including all items as required by sub. (2), 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 within 15 business days of receipt of the permit application if additional information has not been requested.

(b) 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.

(c) If the stormwater permit application, plan or maintenance agreement is disapproved, the City shall detail in writing the reasons for disapproval.

(d) The City may request additional information from the applicant. If additional information is submitted, the City shall have 10 business days from the date the additional information is received to inform the applicant that the plan and maintenance agreement are either approved or disapproved.

(4) 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 XX.X.

(a) 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.

(b) The responsible party shall design and install all structural and non-structural stormwater management measures in accordance with the approved stormwater management plan and this permit.

(c) The responsible party shall notify the City at least 2 business days before commencing any work in conjunction with the stormwater management plan, and within 3 business days upon completion of the stormwater management practices. If required as a special condition under sub. (5), 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.

(d) 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 this permit.

(e) The responsible party shall notify the City of any significant 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.

(f) 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.

(g) 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 XX.X.

(h) 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.

(i) The responsible party shall permit property access to the City or its designee for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.

(j) 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.

(k) The responsible party is subject to the enforcement actions and penalties detailed in XX.X, if the responsible party fails to comply with the terms of this permit.

(5) 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 XX.X or a financial guarantee as provided for in Section XX.X.

(6) 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 sub. (4)(d). The permit shall be invalid if work is not commenced within 1 year of permit issuance.

SEC. XX.X STORMWATER MANAGEMENT PLAN

(1) PLAN REQUIREMENTS. A Stormwater Management Plan shall be prepared and submitted to the City. 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.

(2) ALTERNATE REQUIREMENTS. The City may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under Section XX.X.

SEC. XX.X MAINTENANCE AGREEMENT

(1) MAINTENANCE AGREEMENT REQUIRED. The maintenance agreement required under Section XX.X 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 this permit. The maintenance agreement shall be filed by the applicant with the County Register of Deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.

(2) AGREEMENT PROVISIONS. The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by XX.X.

(a) Identification of the stormwater facilities and designation of the drainage area served by the facilities.

(b) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan required under XX.X.

(c) Identification of the property or easement owner, organization or city, county, town or City responsible for long term maintenance of the stormwater

management practices identified in the stormwater management plan required under XX.X.

(d) Requirement that the responsible party(s), organization, county, town or City shall maintain stormwater management practices in accordance with the schedule included in par. (b).

(e) 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.

(f) A requirement on the City to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.

(g) Agreement that the party designated under par. (c), as responsible for long term maintenance of the stormwater management practices, shall be notified by the City of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the City.

(h) Authorization of the City to perform the corrected actions identified in the inspection report if the responsible party designated under par. (c) does 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. XX.X FINANCIAL GUARANTEE

(1) ESTABLISHMENT OF THE GUARANTEE. The City may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the City. 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 administering authority that the requirements of this ordinance have not been met.

(2) CONDITIONS FOR RELEASE. Conditions for the release of the financial guarantee are as follows:

(a) The City shall release the portion of the financial guarantee established under this section, 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.

(b) 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. XX.X FEE SCHEDULE

The fees referred to in other sections of this ordinance shall be established by the City of Bastrop and may from time to time be modified by resolution. A schedule of the fees established by the City shall be available for review in City Hall.

SEC. XX.X IMPACT FEES

Impact fees shall be enforced per the City of Bastrop Schedule of Fees.

SEC. XX.X EXCEPTIONS AND WAIVERS

(1) GENERAL. Where the City finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve exceptions and waivers to these regulations so that substantial justice may be done and the public interest secured, provided the exception or waiver shall not have the effect of nullifying the intent and purpose of these regulations; and further provided the City shall not approve exceptions and waivers unless it shall make findings based upon the evidence presented to it that all of the following conditions are met by the petitioner.

(a) The granting of the exception or waiver will not be detrimental to the public safety, health, or welfare or injurious to other property;

(b) 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;

(c) 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;

(d) The relief sought will not materially alter the provisions of any existing regional stormwater management plan except that this document may be amended in the manner prescribed by law.

(e) The granting of the exception or waiver will not result in a violation of State or Federal laws or permits.

(2) CONDITIONS. In approving exceptions or waivers, the City may require such conditions as will in his judgement secure substantially the purposes described in this ordinance and accompanying written stormwater management and erosion control requirements.

(3) PROCEDURES. 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 of the City. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner.

SEC. XX.X ENFORCEMENT

(1) 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 provisions shall be deemed a violation unless conducted in accordance with the requirements of this ordinance.

(2) 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 which may be taken.

(3) Upon receipt of written notification from the City under sub. (2), the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the City in the notice.

(4) 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.

(5) 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 the City Attorney to obtain a cease and desist order in any court with jurisdiction.

(6) The City may revoke a permit issued under this ordinance for non-compliance with ordinance provisions.

(7) 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.

(8) 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.

(9) Any person, firm, association, or corporation who does not comply with the provisions of this ordinance shall be subject to a forfeiture 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.

(10) 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 resorting to injunctional proceedings.

(11) 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 security posted pursuant to Section XX.X of this ordinance. Where such a security has not been established, or where such a security 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. XX.X APPEALS

(1) BOARD OF ZONING APPEALS. The board of zoning appeals and extraterritorial board of appeals of the City of Bastrop:

(a) 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 XX.X.

(b) Upon appeal, 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

(c) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

(2) WHO MAY APPEAL. Appeals to the board of appeals or extraterritorial board of appeals may be taken by any aggrieved person or by an officer, department, board, or bureau of the City of Bastrop affected by any decision of the City.

SEC. XX.X SEVERABILITY

If any section, clause, provision or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgment.

SEC. XX.X EFFECTIVE DATE

This ordinance shall be in force and effect from and after its adoption and publication. The above and foregoing ordinance was duly adopted by the City of Bastrop on the XXth day of XXXX, 20XX

Approved: _____
Attested _____
Published on [day, month, and year].



Excellence in Engineering Since 1946

Strand Associates, Inc.®

Draft Stormwater Drainage Ordinance and Design Manual

City of Bastrop

February 26, 2019

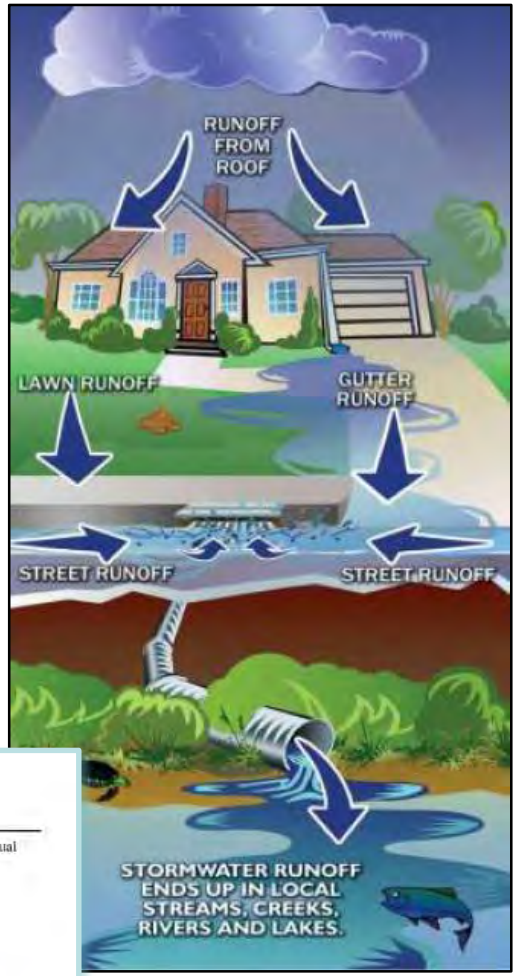
Revised Stormwater Drainage Ordinance and Design Manual Purpose and Goals

1. Minimize flood risks associated with land development

2. Stabilizing and decreasing streambank erosion

3. Improving stormwater quality within receiving water bodies

4. Facilitating watershed-based planning that promotes fiscally sustainable and geographically sensitive land development





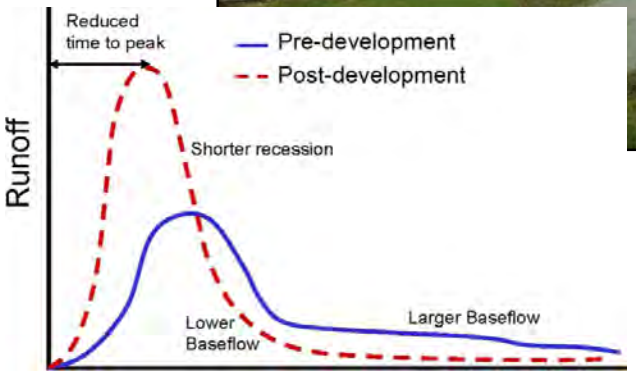
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Revised Stormwater Drainage Ordinance and Design Manual Purpose and Goals

1. Minimize flood risks associated with land development

- Maintain or improve existing pre-development runoff discharges
- Requiring downstream assessments that considers entire tributary watershed – see what the downstream system can handle first
- Requiring stormwater control measures to mimic pre-development hydrology – Promoting LID techniques (extra tool in the toolbox)







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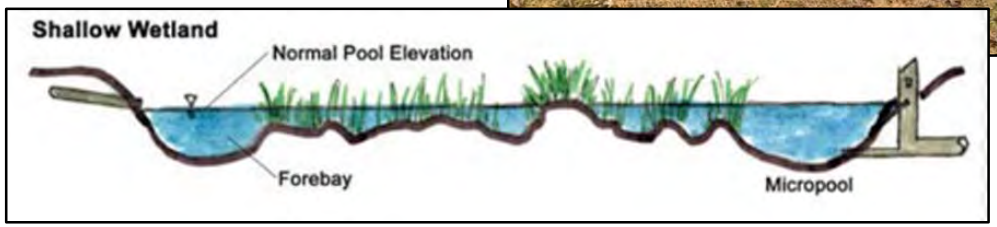
Revised Stormwater Drainage Ordinance and Design Manual Purpose and Goals

2. Stabilizing and decreasing streambank erosion

- Reinforce/Stabilize downstream conditions
- Requiring control of channel forming 2-year, 24-hour storm event
- Keeping post-development discharges at or below allowable velocity limits







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Revised Stormwater Drainage Ordinance and Design Manual Purpose and Goals

3. Improving stormwater quality within receiving water bodies

- Requiring stormwater quality control measures that treat Water Quality Volume (WQV) – Rainfall events up to 1.5 inches (85 percentile storm)
- Considered first flush that results in greatest stormwater pollutant loading
- In line with anticipated MS4 stormwater regulations





Texas Commission on Environmental Quality

TCEQ

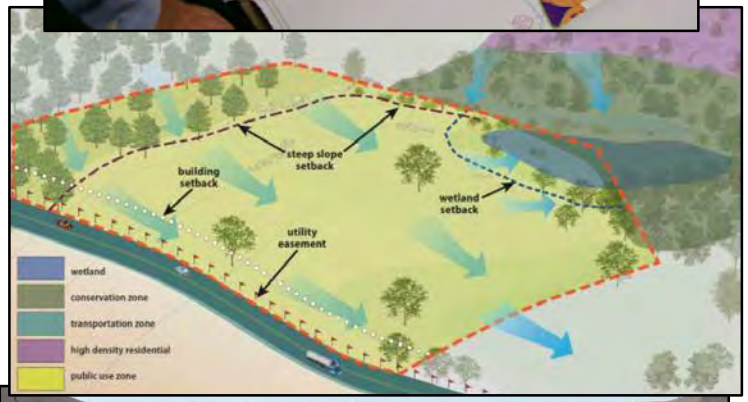
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Revised Stormwater Drainage Ordinance and Design Manual Purpose and Goals

4. Facilitating watershed-based planning that promotes fiscally sustainable and geographically sensitive land development

- Focus on integrating stormwater management into early concept-level stages of land development process
- Move discussion of stormwater to the forefront rather than be an afterthought
- Identifying and preserving sensitive natural areas (i.e. floodplains, wetlands, steep slopes), while also minimizing impervious area
- Encourage innovative approaches to stormwater management

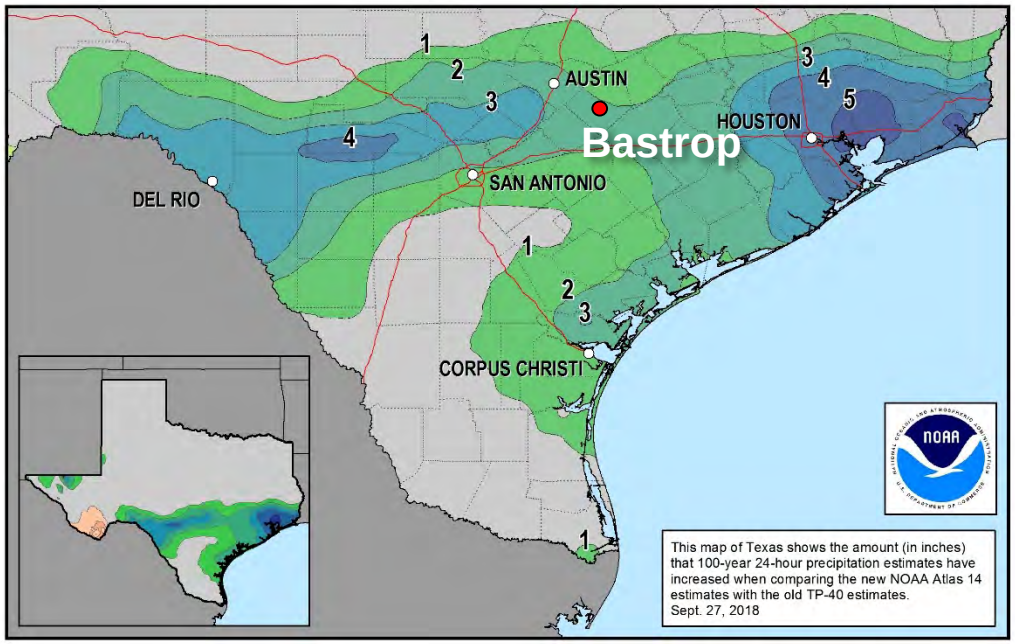






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Implementation of NOAA Atlas 14 Rainfall Amounts Versus TP-40 Data



	24-hour Rainfall Depth (inches)		
	2-Year	25-Year	100-Year
TP-40 (Current Ordinance)	3.60	7.70	10.20
Atlas 14 (Proposed Ordinance)	4.17	8.81	12.60
Percent Increase	16%	14%	24%

* **Changes to 24-hour rainfall amounts primarily affect stormwater detention volume requirements**

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Implementation of NOAA Atlas 14 Rainfall Amounts Versus TP-40 Data (Cont.)

	25-Year Rainfall Intensities (inches/hour)			
	15-min.	30-min.	60-min.	120 min.
TP-40 (Current Ordinance)	7.5	5.4	3.7	2.4
Atlas 14 (Proposed Ordinance)	7.4	5.18	3.46	2.26
Percent Increase	-1.4%	-4.2%	-6.9%	-6.2%

* Changes to short duration event rainfall amounts primarily affect storm sewer, ditch, and culvert sizing

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Stormwater Drainage Criteria to be Evaluated for Four Storm Events as Follows:

Table 2-1. Design Storm Events (Industry Standards)

Storm Event Name	Storm Event Description
"Water Quality"	Criteria based on a volume of 1.5 inches of rainfall, (85 percentile event)
"Streambank Protection"	2-year, 24-hour storm event
"Conveyance"	25-year, 24-hour storm event
"Flood Mitigation"	100-year, 24-hour storm event

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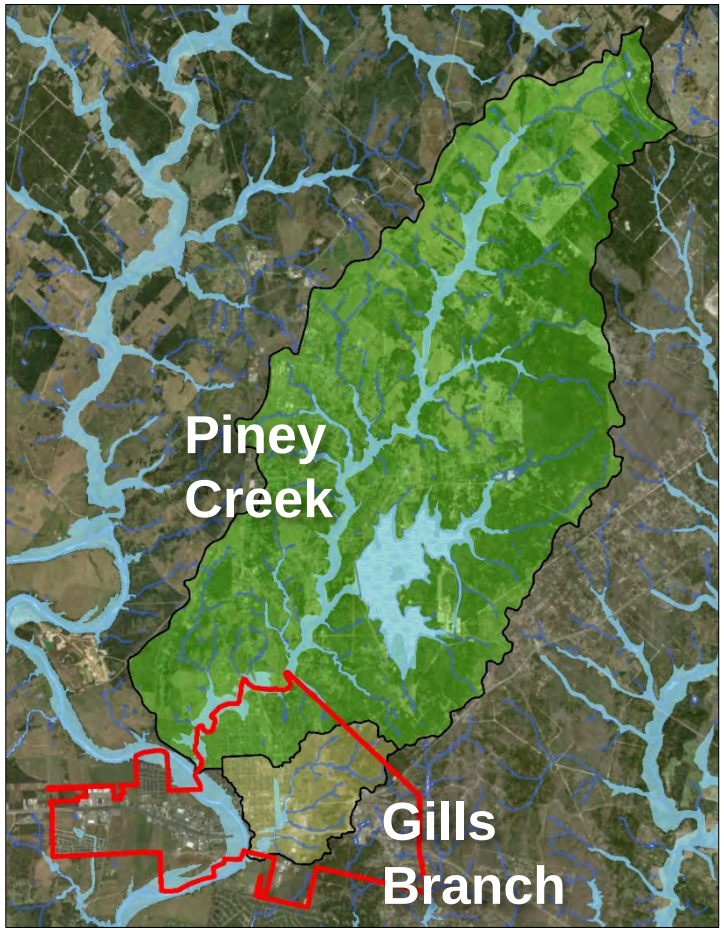
More Stringent Stormwater Management Criteria for Gills Branch and Piney Creek Watersheds Required

Gills Branch

- Reduction of Post-developed peak 100-year storm flow to pre-developed 25-year storm peak flows (~40% vol. incr. vs. matching pre-developed 100-year storm)
- Results of downstream assessment may dictate higher standard
- Code accommodates potential for regional facilities & impact fees

All mapped floodplains (Including Piney Creek and Gills Branch)

- Preservation of existing floodplains by requiring compensatory flood storage
- No new development in floodplain without LOMR from FEMA



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Specific Stormwater Facility Design Standards Provided For the Following:

- Streets and Roads
- Storm Sewers
- Bridges and Culverts
- Drainage Channels
- Detention/Retention Structures











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Treatment of Water Quality Volume (WQV) to be Achieved from a Variety of Potential Stormwater Best Management Practice (BMP) Devices

- Bioretention
- Enhanced Swales
- Alum Treatment Detention
- Filters (Sand or Organic)
- Infiltration Basins and Trenches
- Dry Detention/Extended Detention
- Stormwater Ponds
- Green Roofs
- Constructed Wetlands



* **Manual requires that at least one practice be used to treat WQV**

STRAND ASSOCIATES®

“Designing For Impact” Reference Document Makes a Business Case for LID Strategies

CONVENTIONAL SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	79.6-Acres (3.4 Million Sq Ft)
Leasable Floor Space	396,400 Sq Ft
Parking Spaces	Required: 2,086 Supplied: 3,490
Detention	11.6 Acres (505,000 Sq Ft)
Stories	Single-Story Throughout

CONVENTIONAL WATER ANALYSIS



LID SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	79.6-Acres (3.4 Million Sq Ft)
Leasable Floor Space	418,000 Sq Ft
Parking Spaces	Required: 2,408 Supplied: 3,046
Detention	Reduced Detention Requirements
Stories	Single-Story Throughout

LID WATER ANALYSIS



COST BENEFIT OF STORMWATER MANAGEMENT INFRASTRUCTURE

Life Cycle Cost ($, NPV)
Net Present Value

	Conventional	LID	Difference	%
Concrete Sidewalk	$ 661,685	$ 661,685	$ 0	0 %
Curbs & Gutters	$ 450,731	$ 318,934	$ 131,797	- 29 %
Street	$ 4,910,461	$ 2,605,956	$ 2,304,505	- 47 %
Parking Lot	$ 14,000,628	$ 11,188,054	$ 2,812,574	- 20 %
Conventional Stormwater Storage	$ 4,490,076	$ 1,775,920	$ 2,714,156	- 60 %
Standard Roof	$ 4,470,707	$ 5,063,692	($ 592,985)	13 %
Green Roof	-	$ 602,277	($ 602,277)	
Turf	$ 3,235,742	$ 895,695	$ 2,340,047	- 72 %
Native Plants	-	$ 2,008,641	($ 2,008,641)	
Rain Garden	-	$ 732,242	($ 732,242)	
Trees	$ 193,702	$ 363,191	($ 169,489)	87 %
Swales in Parking Lot	-	$ 444,153	($ 444,153)	
Downspout Disconnection	-	$ 101	($ 101)	
Cisterns	-	$ 796,644	($ 796,644)	
Total	$ 32,413,732	$ 27,457,185	$ 4,956,547	-15 %

STRAND ASSOCIATES®

Promoting Low Impact Development (LID) Techniques Helps City Achieve Stormwater Management Goals



- Avoids traditional engineered approaches that rapidly move runoff to downstream receiving waters
- Promotes management of stormwater runoff closer to its source by using smaller distributed control devices
- Control devices seek to slow down, spread out, and soak in runoff
- Doesn't eliminate the need for large scale detention areas, but typically reduces required footprint



STRAND ASSOCIATES®

“Designing For Impact” Reference Document Makes a Business Case for LID Strategies

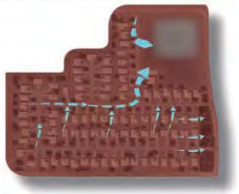
CONVENTIONAL SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	23.7 Acres (1.03 Million Sq Ft)
Units	89 Single Family Homes Lots: 60 x 120 Ft Footprint: Avg. 2,400 Sq Ft Type: Single-Story
Setbacks	40-foot Avg.
Detention	3.8 Acres (165,528 Sq Ft)
Roadway	Total Area: 140,400 Sq Ft 3,510 Linear Ft Roadway Profiles: 30 Ft Sidewalks: 5 Ft (both sides)

CONVENTIONAL WATER ANALYSIS



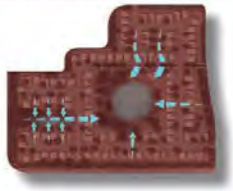
LID SITE PLAN



DEVELOPMENT SUMMARY:

Site Area	23.7 Acres (1.03 Million Sq Ft)
Units	105 Single Family Homes Lots: 50 x 100 Ft Footprint: Avg. 1,700 Sq Ft Type: Two-Story
Setbacks	20-foot Avg.
Detention	Reduced Detention Requirement
Roadway	Total Area: 132,400 Sq Ft 4,137 Linear Ft Roadway Profiles: 30 Ft Sidewalks: 5 Ft (both sides)
Tree Canopy	Tree Canopy Preservation Easement Preserves 4.5 Acres of Canopy

LID WATER ANALYSIS



COST BENEFIT OF STORMWATER MANAGEMENT INFRASTRUCTURE

Life Cycle Cost ($, NPV)
Net Present Value

	Conventional	LID	Difference	%
Concrete Sidewalk	$ 114,572	$ 180,846	$ 66,274	58 %
Concrete Driveway	$ 794,421	$ 320,154	($ 474,267)	- 60 %
Curbs & Gutters	$ 116,887	$ 125,848	($ 8,961)	8 %
Street	$ 1,082,403	$ 1,542,427	$ 460,024	43 %
Parking Lot	$ 316,057	$ 0	$ 316,057	- 100 %
Conventional Stormwater Storage	$ 987,525	$ 598,108	($ 389,417)	- 39 %
Standard Roof	$ 2,344,257	$ 1,988,762	$ 355,495	- 15 %
Permeable Pavement- Pavers	-	$ 54,573	($ 54,573)	
Turf	$ 1,572,590	$ 323,065	$ 1,249,525	- 79 %
Native Plants	-	$ 709,485	($ 709,485)	
Rain Garden	-	$ 197,136	($ 197,136)	
Trees	$ 125,906	$ 106,536	($ 19,370)	- 15 %
Downspout Disconnection	-	$ 101	($ 101)	
Rain Barrels	-	$ 5,573	($ 5,573)	
Total	$ 7,454,618	$ 6,152,614	$ 1,302,004	- 17 %

These numbers compare landscape development and stormwater management costs. They do not account for cost to construct buildings.

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Promoting Low Impact Development (LID) Techniques Helps City Achieve Stormwater Management Goals



- Encouraging multi-objective-functions of stormwater features that are compatible with primary function, including:
  - Multi-use paths and trails
  - Active and passive recreation (i.e. athletic fields, parkland, natural area preservation)

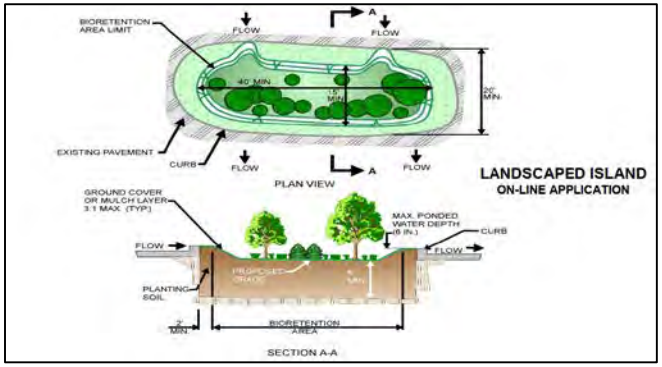


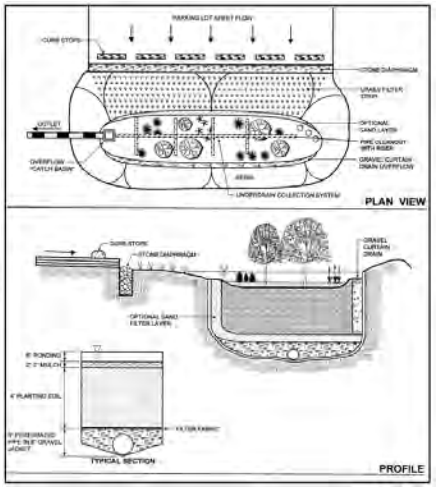
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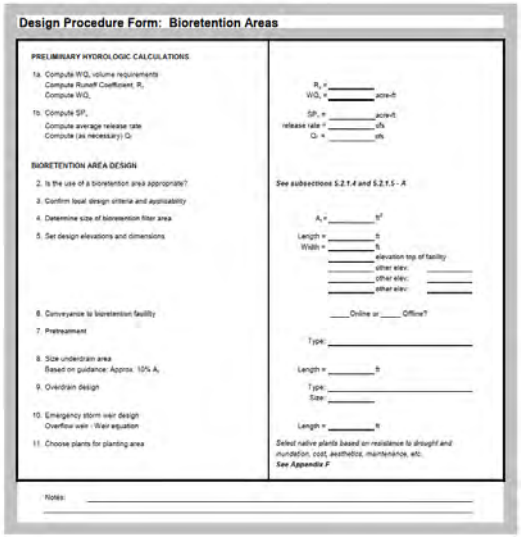
Design Guidance of Stormwater BMPs Provided in Integrated Stormwater Management (iSWM) Manual

Design guidance material includes:

- Application and site feasibility criteria
- Pollutant removal capabilities
- Example schematics
- Typical construction details and specifications
- Landscaping and restoration guidance
- Inspection and maintenance requirements






Design Procedure Form: Bioretention Areas

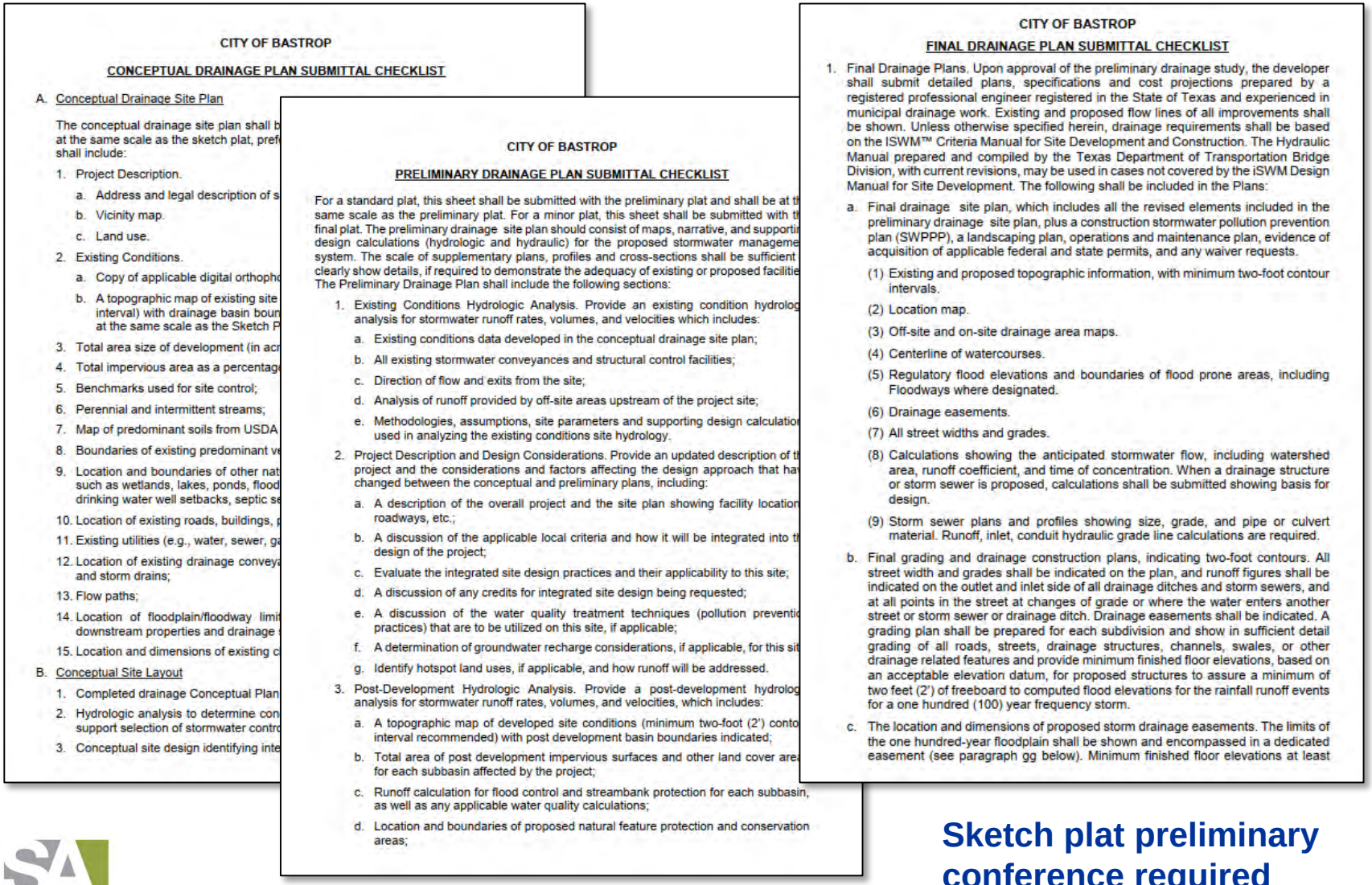
PRELIMINARY HYDROLOGIC CALCULATIONS

BIORETENTION AREA DESIGN

Notes:

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Concept, Preliminary, and Final Drainage Plan Submittal Checklists Streamlines the Development Process



CITY OF BASTROP

CONCEPTUAL DRAINAGE PLAN SUBMITTAL CHECKLIST

A. Conceptual Drainage Site Plan

The conceptual drainage site plan shall b
at the same scale as the sketch plat, pref
shall include:

1. Project Description.
   a. Address and legal description of s
   b. Vicinity map.
   c. Land use.
2. Existing Conditions.
   a. Copy of applicable digital orthoph
   b. A topographic map of existing site
   interval) with drainage basin boun
   at the same scale as the Sketch P
3. Total area size of development (in acr
4. Total impervious area as a percentag
5. Benchmarks used for site control;
6. Perennial and intermittent streams;
7. Map of predominant soils from USDA
8. Boundaries of existing predominant ve
9. Location and boundaries of other nat
   such as wetlands, lakes, ponds, flood
   drinking water well setbacks, septic se
10. Location of existing roads, buildings, p
11. Existing utilities (e.g., water, sewer, ga
12. Location of existing drainage conveya
    and storm drains;
13. Flow paths;
14. Location of floodplain/floodway limi
    downstream properties and drainage
15. Location and dimensions of existing c

B. Conceptual Site Layout

1. Completed drainage Conceptual Plan
2. Hydrologic analysis to determine con
   support selection of stormwater contro
3. Conceptual site design identifying inte

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 th
same scale as the preliminary plat. For a minor plat, this sheet shall be submitted with th
final plat. The preliminary drainage site plan should consist of maps, narrative, and supporti
design calculations (hydrologic and hydraulic) for the proposed stormwater manageme
system. The scale of supplementary plans, profiles and cross-sections shall be sufficient
clearly show details, if required to demonstrate the adequacy of existing or proposed facilitie
The Preliminary Drainage Plan shall include the following sections:

1. Existing Conditions Hydrologic Analysis. Provide an existing condition hydrolog
   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 calculatio
   used in analyzing the existing conditions site hydrology.
2. Project Description and Design Considerations. Provide an updated description of th
   project and the considerations and factors affecting the design approach that ha
   changed between the conceptual and preliminary plans, including:
   a. A description of the overall project and the site plan showing facility location
   roadways, etc.;
   b. A discussion of the applicable local criteria and how it will be integrated into th
   design of the project;
   c. Evaluate the integrated site design practices and their applicability to this site;
   d. A discussion of any credits for integrated site design being requested;
   e. A discussion of the water quality treatment techniques (pollution preventio
   practices) that are to be utilized on this site, if applicable;
   f. A determination of groundwater recharge considerations, if applicable, for this sit
   g. Identify hotspot land uses, if applicable, and how runoff will be addressed.
3. Post-Development Hydrologic Analysis. Provide a post-development hydrolog
   analysis for stormwater runoff rates, volumes, and velocities, which includes:
   a. A topographic map of developed site conditions (minimum two-foot (2') conto
   interval recommended) with post development basin boundaries indicated;
   b. Total area of post development impervious surfaces and other land cover are
   for each subbasin affected by the project;
   c. Runoff calculation for flood control and streambank protection for each subbasin,
   as well as any applicable water quality calculations;
   d. Location and boundaries of proposed natural feature protection and conservation
   areas;

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 two-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 two-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 gg below). Minimum finished floor elevations at least

Sketch plat preliminary conference required

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STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 6C

TITLE:
Discuss possible oversize/overweight restrictions (curfew hours) for commercial vehicles.

STAFF REPRESENTATIVE:
James K. Altgelt, Director of Public Safety/Chief of Police/Interim Director of Hospitality & Downtown Department

BACKGROUND/HISTORY:
The Texas Transportation Code regulates the maximum vehicular size and weight for vehicles. Any vehicle that exceeds this maximum size is defined as an "oversize" vehicle. Any vehicle that exceeds this maximum weight is defined as a "superheavy" vehicle. Oversize and superheavy vehicles may be operated on a public highway; however, the operator must obtain a permit from the Texas Department of Motor Vehicles (DMV). Examples of oversize and superheavy vehicles are:

- Vehicles that carry oversize and overweight cargos that cannot be dismantled;
- Vehicles that carry oversize portable building units;
- Vehicles that carry oversize manufactured housing and industrialized buildings;
- Vehicles that carry cylindrically shaped bales of hay; and
- Vehicles that carry water well-drilling machinery and equipment.

Currently in the City of Bastrop, oversize and superheavy vehicles are allowed to travel on any state highway within the city limits during daytime hours provided that they are permitted by the DMV. A common route for these vehicles to travel is on State Loop 150 / Chestnut Street. The presence of these vehicles during peak traffic periods create public safety concerns and only exacerbates the flow of traffic on State Loop 150 / Chestnut Street.

There is a provision in the Texas Transportation Code that allows a municipality to designate operating hours (time of travel) for oversize and superheavy vehicles. This designation is commonly referred to as a curfew. The City of Smithville and the City of Elgin have implemented curfew hours and / or route restrictions for the movement of these vehicles. The City of Smithville prohibits the movement of oversize and superheavy vehicles from 7:00 AM – 9:00 AM and 4:00 PM – 6:00 PM, Monday through Friday, on Farm to Market (FM) 2571 and State Highway (SH) 71. The City of Smithville also prohibits the movement of these vehicles on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The City of Elgin currently requires prior notification before an oversize or superheavy vehicle can operate on Fisher Street between SH 95 and FM 1704.

With the upcoming SH 71 / Colorado River Frontage Road Bridge Project scheduled to begin sometime in May 2019, implementing a curfew for oversize and superheavy vehicles operating on State Loop 150 / Chestnut Street would alleviate public safety concerns regarding the

presence of these types of vehicles operating in close proximity to high volumes of vehicular and pedestrian traffic.

I discussed the possible implementation of an oversize and superheavy vehicle curfew on State Loop 150 / Chestnut Street with Mike Kamerlander, Executive Director of the Bastrop Economic Development Corporation. Mr. Kamerlander opined that the implementation of this curfew would not have an adverse impact on economic development.

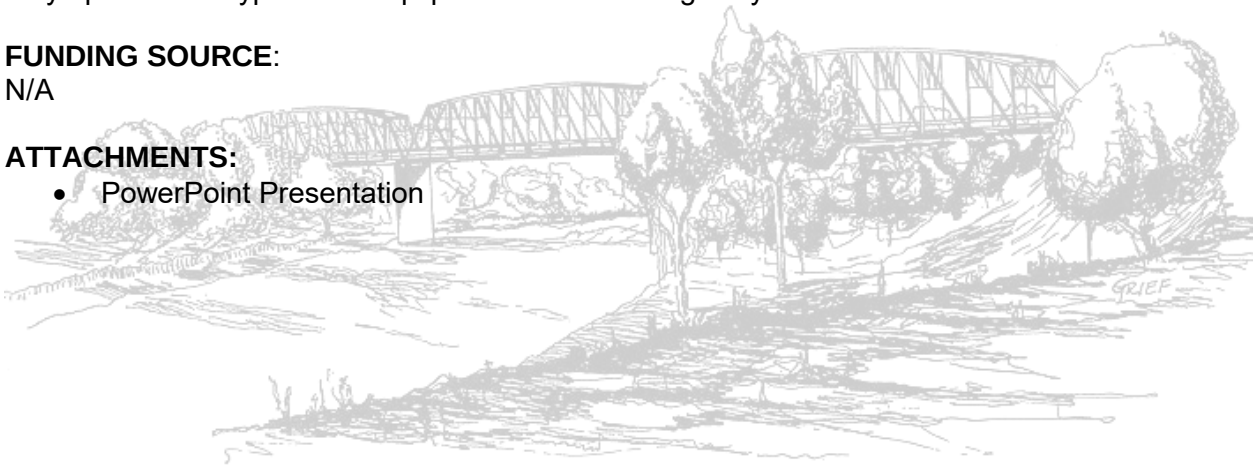
In order to implement a curfew for oversize and superheavy vehicles, the City Council of Bastrop, Texas would have to pass an ordinance establishing the restrictions of the curfew. The ordinance would then be provided to the DMV.

POLICY EXPLANATION:
Texas Transportation Code § 623.072 – "Designated Route in Municipality" provides for the requirement of a municipality to designate to the DMV the route and / or times in a municipality to be used by a person to operate superheavy or oversize equipment over a state highway. If a municipality does not designate a route, the DMV shall determine the route and times a person may operate this type of the equipment on a state highway.

FUNDING SOURCE:
N/A

ATTACHMENTS:

- PowerPoint Presentation



Curfew Hours for Oversize / Overweight Vehicles

BASTROPTX
Heart of the Lost Pines
Est. 1832

POLICE
CITY OF
PRESERVATION OF THE PAST
1837
PROGRESS FOR THE FUTURE
BASTROP

Examples of Superheavy & Oversized Vehicles















Proposed Location & Times

Location:

State Loop 150 (Chestnut Street)

Dates / Times:

Monday through Friday

7:00 AM – 9:00 AM

4:00 PM – 6:00 PM

Holiday Restrictions?

BASTROPTX
Heart of the Lost Pines
Est. 1832

POLICE
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BASTROP

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 6D

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: February 26, 2019 **AGENDA ITEM**: 7A

TITLE:
Receive Monthly Report from Visit Bastrop.

STAFF REPRESENTATIVE:
James K. Altgelt, Director of Public Safety/Chief of Police/Interim Director of Hospitality & Downtown Department
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:
- January 2019 Visit Bastrop President's Report

VISIT BASTROP EST. 1832 Texas

VISIT BASTROP | PRESIDENT'S REPORT

Reporting: January 1 – 31, 2019
Submitted: February 14, 2019
Presented: February 26, 2019

WEBSITE & SOCIAL MEDIA SUMMARY

WEBSITE (YEAR OVER YEAR) SUMMARY

- Overall sessions increase of 311% year over year
- Increase was driven by the “Things to Do” page (500 sessions)

WEBSITE (DECEMBER) SUMMARY

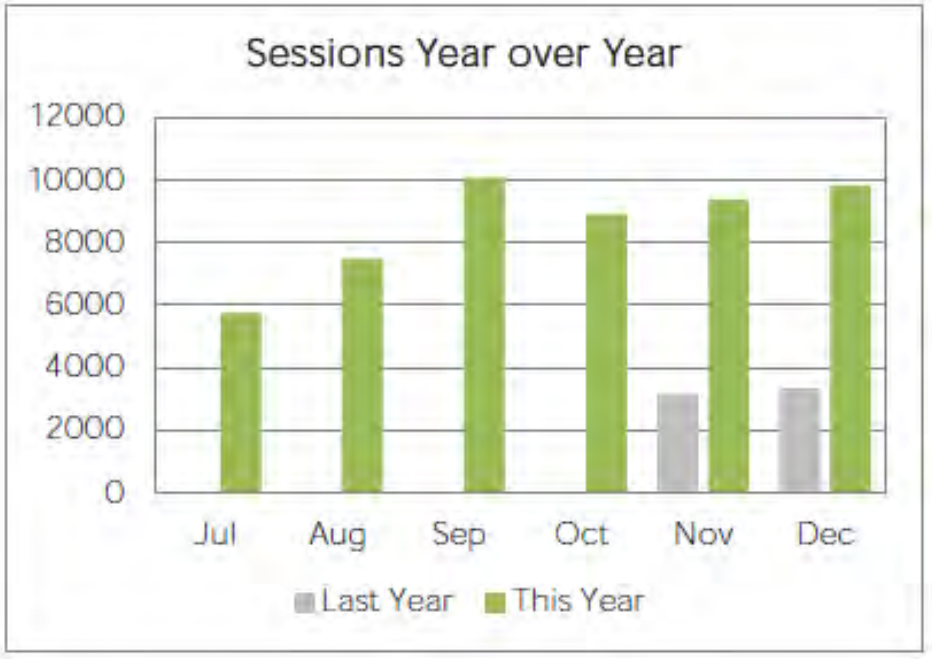
- 6,480 Organic Sessions

Top Organic Pages

- Homepage (672 sessions)
- Things To Do (505 sessions)
- Events (246 sessions)
- Hyatt On-Site Activities

Top Cities

Austin, Houston, Bastrop, Chicago, Dallas, San Antonio, New York



SOCIAL MEDIA STATISTICS			
	Total Followers	**Follower Increase**	**Impressions**
Facebook	**44.9K**	**.01%**	**80.2K**
Instagram	**3116**	**5.2%**	**4,475**

JANUARY – PUBLIC RELATIONS SUMMARY

Total Clips: 180
Est. Total Potential Audience: 208,238.420+
Est. Total Coverage Views: 131,418
Est. Advertising Value: $34,913.05

Press Release
Distributed: January 29, 2019
Coverage Secured via PR Newswire
Total Pickups: 178
Est. Total Potential Audience: 82,268,420
Total Release & Content Views: 1,700+
Industries Represented: Art, Entertainment Restaurants, Outdoor, History

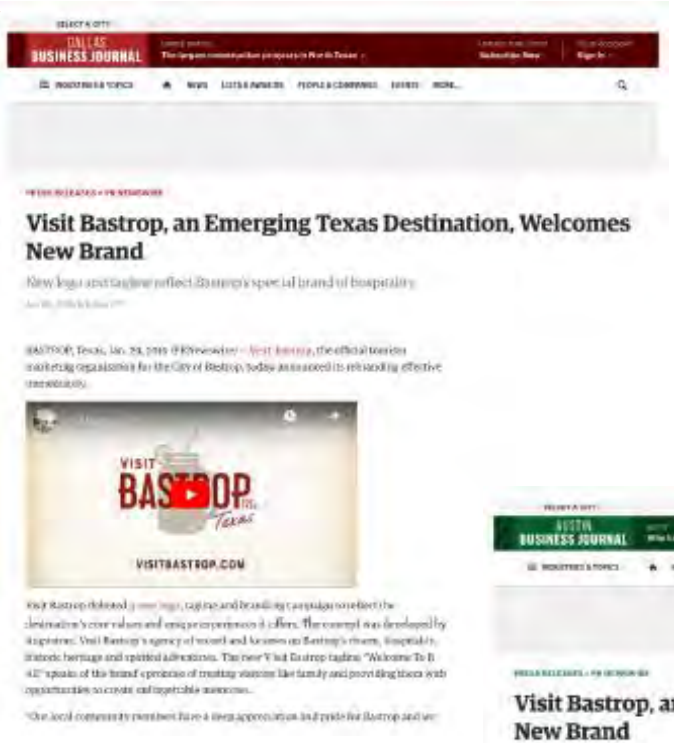
Top Clips with largest reach:

Dallas Business Journal
Est. Monthly Visits: 12.5M
Est. Coverage Views: 14.5K
Est. Advertising Value: $2,293.19

Austin Business Journal
Est. Monthly Visits: 12.5M
Est. Coverage Views: 14.5K
Est. Advertising Value: $282.74

Yahoo! Finance
Est. Monthly Visits: 165M
Est. Coverage Views: 190K
Est. Advertising Value: $421.87

Market Watch
Est. Monthly Visits: 69.6M
Est. Coverage Views: 80.5K
Est. Advertising Value: $683.28





Additional Coverage: Seeking Alpha, Houston Business Journal, KXXV (Waco ABC 25), The CW Lubbock, Austin American Statesman

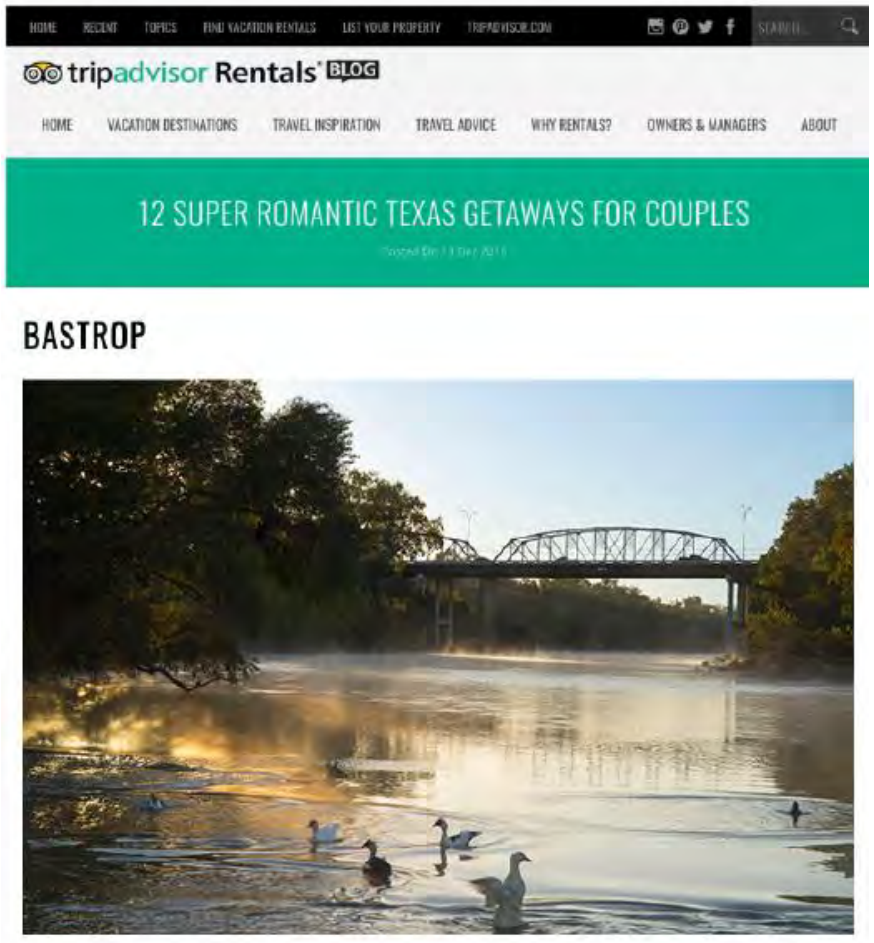
PUBLIC RELATIONS SUMMARY

PROACTIVE OUTREACH

- Livability: Best Honeymoon Destinations in the US
- Seasonal Memories: Austin, Houston, Dallas and Waco, Texas Tour
- HARO – Best Superb Places to Visit in Texas
- The Active Times: Best Places to Vacation in 2019
- Southern Living: Best Last-Minute Spring Break Trips
- Insider: Best Destinations to Experience as a Couple
- World Footprints – Unique Valentine's Day Giveaways
- A story idea on "Why Bastrop, TX ix the Best Small Town to Visit" was submitted to the following outlets: Trips to Discover, Trip Advisor, D Magazine, Jetsetter, AFAR

PROACTIVE OUTREACH SECURED COVERAGE

12 Super Romantic Texas Getaways for Couples
https://www.tripadvisor.com/VacationRentalsBlog/2018/12/13/romantictexas-getaways-couples-cabins/
Est. Monthly Visits: 124M
Est. Coverage Views: 126K
Est. Advertising Value: 10,168.23
Industries Represented: History, Outdoor, Restaurants, Art



LODGING INDUSTRY REPORT

	Current Month - December 2018 vs December 2017											
	Occ %		ADR		RevPar		Percent Change from December 2017					
	2018	2017	2018	2017	2018	2017	Occ	ADR	RevPar	Room Rev	Room Avail	Room Sold
Bastrop	46.4	48.0	133.02	139.47	61.67	66.98	-3.5	-4.6	-7.9	-7.9	0.0	-3.5
Average	49.6	48.8	100.0	101.0	50.3	50.0	1.5	-0.7	0.9	3.1	2.3	3.8

	Year to Date – December 2018 vs December 2017											
	Occ %		ADR		RevPar		Percent Change from YTD 2017					
	2018	2017	2018	2017	2018	2017	Occ	ADR	RevPar	Room Rev	Room Avail	Room Sold
Bastrop	63.0	61.6	167.24	167.38	105.32	103.06	2.3	-0.1	2.2	2.2	0.0	2.3
Average	61.4	61.8	115.4	115.0	72.2	72.2	-0.7	0.5	-0.2	3.6	4.1	3.2

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

SALES REPORT - JANUARY

STATUS	QUANTITY	ROOM NIGHTS	ESTIMATED ATTENDEES	ECONOMIC IMPACT	
LEAD	3	820	500	$296,645.25	
LEAD ASSIST	0				
LEAD SERVICE REQUEST	3	N/A			
DEFINITES	2	740	550	$261,106.35	
DEFINITE ASSIST	0				
DEFINITE SERVICE REQUEST	1	N/A			
LOST	1	80	150		Cancelled by Client

Lead Assist: Lead in conjunction with the Hyatt Lost Pines

Leads Service Request: A lead sent out to a non-hotel property

Definites: Number of leads that booked at a Bastrop property

Definite Assist: Number of leads that booked at the Hyatt Lost Pines as an assist

Definite Service Request: A non-hotel lead to a Bastrop business.

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: February 26, 2019 **AGENDA ITEM**: 7B

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

CITY OF BASTROP

Comprehensive Monthly Financial Report
January 2019



Performance at a Glance
as of January 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 – January 2019

ECONOMIC INDICATORS

ECONOMY

National:
Real gross domestic product (GDP) decreased at an annual rate of 3.5% in the 3rd quarter of 2018. This is down from 4.2% from 2nd quarter. The personal income increased by .2% in Nov. 2018 with disposable personal income decreasing .1%. The personal consumption expenditures decreased .2% in Nov. 2018. (All of these reported by the Bureau of Economic Analysis.)

U.S. Retail Sales:
Up .2% in Nov. 2018

Texas Retail Sales:
This index is a single summary statistic that sheds light on the future of the state's economy. The index is a composition of eight leading indicators. The index is at 127.46 in Nov. 2018, down 2.0% from Oct. 2018 and down .68% from one year ago.

UNEMPLOYMENT

State-wide:
The state unemployment is 3.7% in Dec. 2018 which is no change from Nov. 2018.

Bastrop:
Bastrop County has an unemployment rate of 3.1% in Dec. 2018 which is up from 3.0% in Nov. 2018.

January 31, 2019– NEWS FOR YOU

Attached is the Comprehensive Monthly Financial report for Jan. 2018. This is 4 month of FY2019, or 33% of the fiscal year is complete.

Revenues: Overall, the City has earned $15,317,419. This amount is 40% of the approved budget of $38,754,087 and is 1.8% higher than the amount forecasted through the month of Jan.

Expense: Overall, the City has spent 20% less than forecasted.

Noteworthy

For over 10 years, the percentage of tax levy collected has been over 99%.

BUDGET SUMMARY OF ALL FUNDS

Revenues:	FY2019 Budget	FY2019 Forecast	FY2019 YTD	Variance
General	$ 11,507,934	$ 5,570,605	$ 5,608,794	0.7%
Designated	58,100	18,167	21,849	20.3%
Innovation	763,825	154,608	160,600	3.9%
Street Maintenance	1,106,000	1,102,000	1,107,921	0.5%
Debt Service	2,637,663	1,673,390	1,671,916	-0.1%
Water/Wastewater	5,707,190	1,664,060	1,685,525	1.3%
Water/Wastewater Debt	2,235,643	555,984	557,542	0.3%
Water/Wastewater Capital Proj	155,000	51,667	60,685	17.5%
Impact Fees	509,600	143,867	150,076	4.3%
Vehicle & Equipment Replacement	611,563	370,188	368,468	-0.5%
Electric	7,721,040	2,191,360	2,171,137	-0.9%
HOT Tax Fund	3,571,246	1,094,845	1,117,089	2.0%
Library Board	20,550	5,850	7,446	27.3%
Cemetery	113,700	36,333	37,318	2.7%
Capital Bond Projects	75,000	25,000	45,853	83.4%
Grant Fund	1,416,576	17,000	26,691	57.0%
Park/Trail Land Dedicaiton	102,791	167	786	370.7%
Hunter's Crossing PID	440,666	366,203	517,723	41.4%
TOTAL REVENUES	$ 38,754,087	$ 15,041,294	$ 15,317,419	1.8%

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	$ 11,517,935	$ 3,847,345	$ 3,269,331	-15.0%
Designated	535,150	178,383	58,878	-67.0%
Innovation	2,210,488	756,747	447,072	-40.9%
Street Maintenance	566,797	-	-	0.0%
Debt Service	2,388,203	642,166	642,292	0.0%
Water/Wastewater	5,696,384	1,893,795	1,828,116	-3.5%
Water/Wastewater Debt	1,425,805	381,917	365,349	-4.3%
Water/Wastewater Capital Proj.	875,730	439,526	363,097	-17.4%
Impact Fees	691,742	14,115	13,778	-2.4%
Vehicle & Equipment Replacement	408,764	23,500	22,299	-5.1%
Electric	8,192,778	2,596,984	2,462,525	-5.2%
HOT Tax Fund	3,909,688	1,436,373	1,099,972	-23.4%
Library Board	21,475	7,158	1,669	-76.7%
Park Dedication	107,977	-	-	0.0%
Cemetery	97,480	30,927	23,136	-25.2%
Hunter's Crossing PID	112,720	54,240	48,660	-10.3%
Capital Projects (Bond)	5,551,132	2,583,711	1,186,936	-54.1%
Grant Fund	1,416,576	20,000	19,425	-2.9%
TOTAL EXPENSES	$ 45,726,824	$ 14,906,887	$ 11,852,535	-20.5%
Surplus/(Shortfall)	$ (6,972,737)	$ 134,407	$ 3,464,884	2477.9%

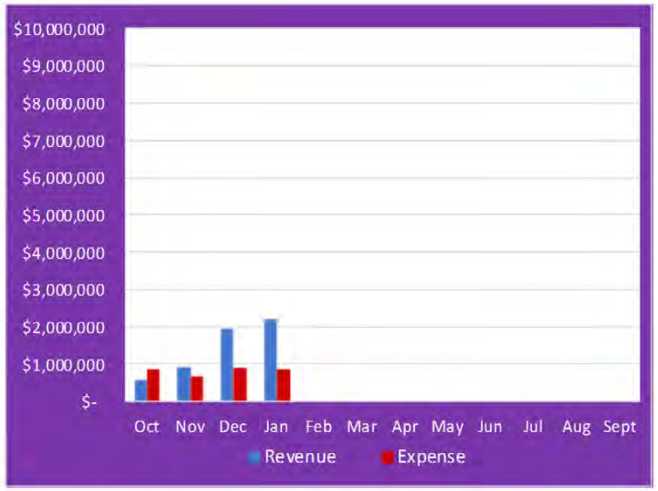
POSITIVE	= Negative variance or positive variance < 1% compared to forecast
WARNING	= Positive variance of 1-5% compared to forecast
NEGATIVE	= Positive variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT –January 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			$ -
Mar			$ -
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 5,608,794	$ 3,269,331	$ 2,339,463
Cumulative Forecast	$ 5,570,605	$ 3,847,345	$ 1,723,260
Actual to Forecast $	$ 38,189	$ 578,014	$ 616,203
Actual to Forecast %	0.69%	15.02%	15.71%



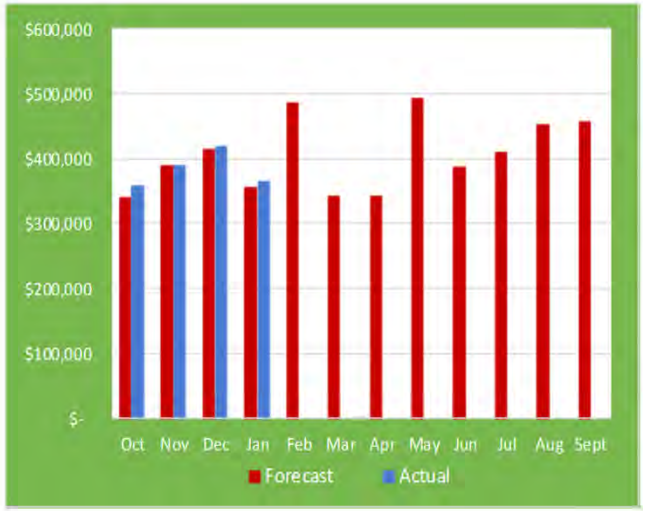
POSITIVE

Cumulatively overall, the General Fund is better than forecasted for this time of year. The fund is net positive 15%. This is due mostly to vacancy savings from the new budgeted positions unfilled by this period.

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		$ -
Mar	342,660		$ -
Apr	341,233		$ -
May	492,115		$ -
Jun	385,827		$ -
Jul	408,944		$ -
Aug	452,076		$ -
Sept	455,922		$ -
Total	$ 4,864,390	$ 1,529,325	$ 29,646
Cumulative Forecast	$ 1,499,679		
Actual to Forecast	$ 29,646	2.0%	

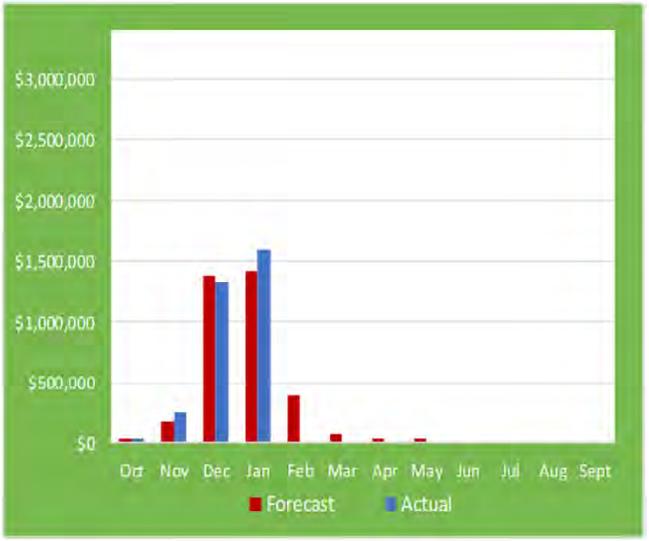


POSITIVE

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		
Mar	70,790		
Apr	35,395		
May	35,395		
Jun	-		
Jul	-		
Aug	-		
Sept	-		
Total	$ 3,539,514	$ 3,223,808	$ 215,221
Cumulative Forecast	$ 3,008,587		
Actual to Forecast	$ 215,221	7.15%	



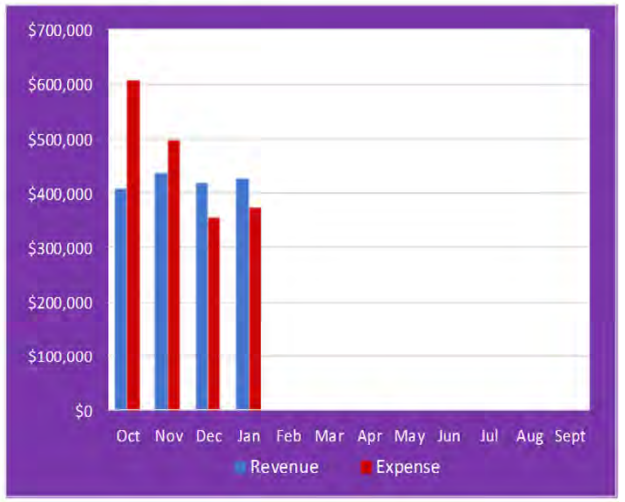
POSITIVE

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 7%.

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			$ -
Mar			$ -
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 1,685,524	$ 1,828,117	$ (142,593)
Cumulative Forecast	$ 1,664,060	$ 1,893,795	$ (229,735)
Actual to Forecast $	$ 21,464	$ 65,678	$ 87,142
Actual to Forecast %	1.29%	3.47%	4.76%



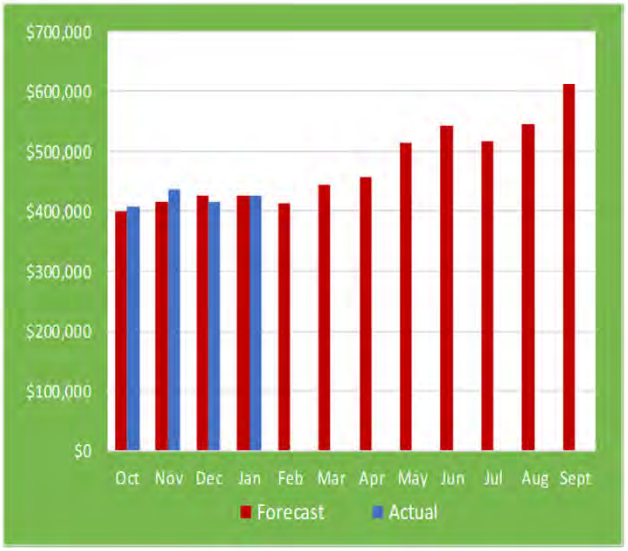
POSITIVE

Water and wastewater fund is 4.8% 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		
Mar	444,384		
Apr	456,707		
May	513,384		
Jun	541,722		
Jul	517,076		
Aug	545,414		
Sept	612,091		
Total	$ 5,707,192	$ 1,685,524	$ 21,463
Cumulative Forecast	$ 1,664,061		
Actual to Forecast	$ 21,463	1.29%	



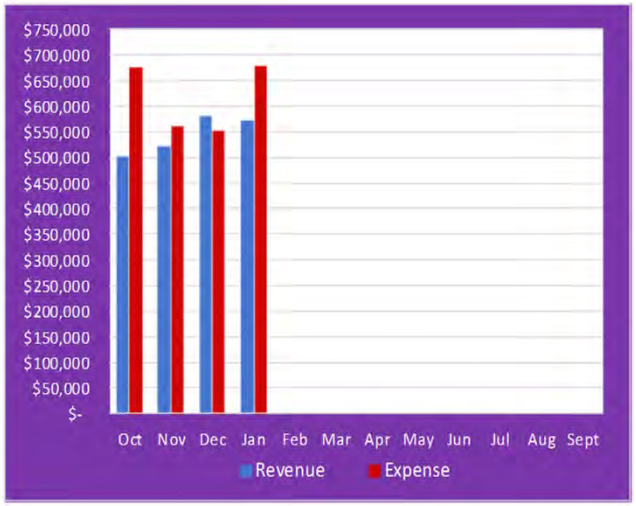
POSITIVE

The water and wastewater actual revenue is 1% net positive to forecast. There were 5 new 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			$ -
Mar			$ -
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 2,171,136	$ 2,462,526	$ (291,390)
Cumulative Forecast	$ 2,191,360	$ 2,596,984	$ (405,624)
Actual to Forecast $	$ (20,224)	$ 134,458	$ 114,234
Actual to Forecast %	-0.92%	5.18%	4.25%



POSITIVE

The Electric utility fund is 4% 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	683,131	571,345	$ (111,786)
Feb	544,870		
Mar	588,062		
Apr	580,749		
May	646,566		
Jun	973,778		
Jul	800,140		
Aug	800,140		
Sept	595,375		
Total	$ 7,721,039	$ 2,171,136	$ (20,223)
Cumulative Forecast	$ 2,191,359		
Actual to Forecast	$ (20,223)	-0.92%	



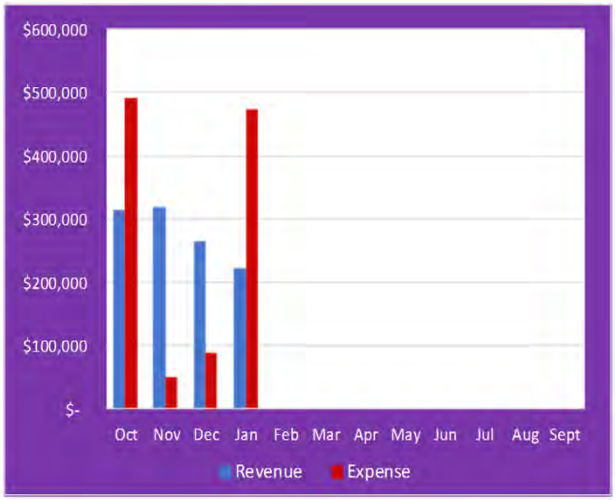
POSITIVE

The Electric utility revenue is almost 1% net negative to forecasted revenue. There was 1 new meter set and it was a City meter. The consumption is down due to the mild winter we are experiencing.

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			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sept			
Total	$ 1,117,089	$ 1,099,971	$ 17,118
Cumulative Forecast	$ 1,094,845	$ 1,436,373	$ (341,528)
Actual to Forecast $	$ 22,244	$ 336,402	$ 358,646
Actual to Forecast %	2.03%	23.42%	25.45%



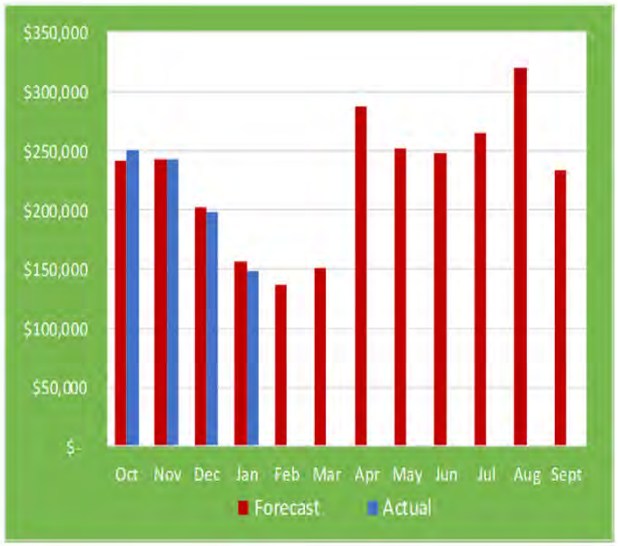
POSITIVE

The HOT Tax fund is 25% 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		
Mar	150,729		
Apr	286,784		
May	251,767		
Jun	247,863		
Jul	265,283		
Aug	319,298		
Sept	234,127		
Total	$ 2,736,000	$ 839,440	$ (3,246)
Cumulative Forecast	$ 842,686		
Actual to Forescast %	$ (3,246)	-0.4%	



POSITIVE

So far YTD we are .4% negative actual to forecast. ***The Hotel Tax revenue YTD is $25,530 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	$ 70,556
	Vandiver	$ 4,546	$ 5,079	$ 152
	Pine Forest Interlocal	$ -	$ 10,116	$ -
	Prosecutor	$ -	$ 19,633	$ 7,116
	Water/Wastewater	$ -	$ 18,425	$ 7,159
MULTIPLE FIRMS				
	XS Ranch Bankruptcy	$ 7,415	$ 11,770	$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	$ 7,607	$ 27,965	$ 4,263
	Hunters Crossing PID	$ 17,927	$ 83,524	$ 16,833
	Water/Wastewater	$ -	$ 910	$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	$ 443	$ 2,124	$ 601
	Total Legal	$ 242,263	$ 451,460	$ 108,390

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	$ 70,556
Hunters Crossing PID	$ 17,927	$ 83,524	$ 16,833
Pine Forest Interlocal	$ 87,180	$ 36,728	$ 1,711
Prosecutor	$ -	$ 19,633	$ 7,116
Red Light Camera Suit	$ 443	$ 2,124	$ 601
Vandiver	$ 16,529	$ 5,079	$ 152
Water permit	$ 40,750	$ 135	$ -
Water/Wastewater	$ -	$ 19,335	$ 7,159
XS Ranch Bankruptcy	$ 7,415	$ 11,770	$ -
XS Ranch Water Rights	$ 7,607	$ 27,965	$ 4,263
Grand Total	**$ 242,263**	**$ 451,460**	**$ 108,390**

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 7C

TITLE:
Receive Monthly Development Update.

STAFF REPRESENTATIVE:
Matt Jones, Planning and Development Director

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:
- February 2019 Development Update PowerPoint



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

January/February Activity Matrix

	January/February	FYTD
Counter Visits	215	815
Permits Issued	107	347
Pre-Application Meetings	23	69

BASTROPTX
Heart of the Lost Pines / Est. 1832

New Certificate of Occupancy

- DeLeon Nail Studio – 201 Hunters Crossing Blvd, Suite 3.
- The Pit Stop – 1006 Main Street
- Home Well Hospice – 702 Main Street, Suite 102

BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- Stem and Stone – 1007 Chestnut
- Home Goods – 753 C HWY 71 W
- Arby's – 711 HWY 71 W
- Seton Hospital – 630 HWY 71 W
- 365 Mini Storage – 510 HWY 71 W
- Lost Pines Professional Building – 711 Old Austin Highway

BASTROPTX
Heart of the Lost Pines / Est. 1832

Residential Projects

- Pecan Park
  - 84 lots
- Piney Creek Bend
  - 77 lots
- The Preserve at Hunter's Crossing
  - 140 units
- The Villages at Hunter's Crossing
  - 182 units

BASTROPTX
Heart of the Lost Pines / Est. 1832

Training and Certifications

Matt Jones

- Attended Certified Public Manager Training

David Brasich

- Completed Emergency Management Training
  - NIMS 100 and 200

Allison Land

- Initiated studying to sit for the AICP Exam

Events

- Participated in the 30th Annual MLK Walk
- Boards and Commissions Training
- Chamber of Commerce Luncheon
- Quarterly Employee Luncheon
- Employee Meeting with City Manager

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: February 26, 2019 **AGENDA ITEM**: 7D

TITLE:
Receive the Comprehensive Annual Financial Report and the Single Audit Report for the period ending September 30, 2018, which includes the independent auditor's report presented by the independent audit firm of Pattillo, Brown & Hill, L.L.P.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City financial statements have been audited by Pattillo, Brown & Hill, L.L.P. Certified Public Accountants and this Comprehensive Annual Financial Report and the Single Audit Report has been prepared based upon those audited statements.

The goal of the independent audit was to provide reasonable assurance, in conformity with generally accepted accounting principles, that the financial statements of the City for the fiscal year ended September 30, 2018 are free of material misstatement. This independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used, significant estimates made by management and evaluating the overall financial statement presentation.

Pattillo, Brown & Hill L.L.P. stated that the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Bastrop, Texas, for the fiscal year ended September 30, 2018.

The auditors have issued an unmodified audit opinion which is the best opinion that can be obtained. They have noted no recommendations for improvement over internal controls.

The City of Bastrop required a Single Audit report for Fiscal Year 2018 because there were $750,000 or more spent in federal and state grant awards (all sources combined).

A copy of these reports will be available to review at the Library and in the City Secretary's office. It will also be available on the City's website.

POLICY EXPLANATION:
State law requires that every general purpose local government publish, within six months of the close of each fiscal year, a complete set of audited financial statements. The six-month window ends March 30, 2018.

This independent audit to be made of all the accounts is also required by the City Charter and Financial Management Policies adopted by City Council.

FUNDING SOURCE:
N/A

RECOMMENDATION:
There is no action required as this is presented for informational purposes.

ATTACHMENTS:

- Comprehensive Annual Financial Report for period ending September 30, 2018
- Single Audit Report for period ending September 30, 2018

CITY OF BASTROP, TEXAS

COMPREHENSIVE
ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
SEPTEMBER 30, 2018

Prepared by the
Finance Department

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CITY OF BASTROP, TEXAS

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 2018

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CITY OF BASTROP, TEXAS

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2018

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CITY OF BASTROP, TEXAS

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2018

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CITY OF BASTROP, TEXAS

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2018

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INTRODUCTORY SECTION

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City of Bastrop
1311 Chestnut Street
PO Box 427
Bastrop, Texas 78602

February 26, 2019

Honorable Mayor and City Council,
And the Citizens of the City of Bastrop, Texas

The City of Bastrop Finance Department respectfully submits the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2018. Provided herein is a complete set of financial statements in conformity with generally accepted accounting principles GAAP and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

The purpose of this report is to provide council, management, staff, the public and other interested parties with detailed information regarding the City's financial condition. State law requires that every general-purpose local government publish, within six months of the close of each fiscal year, a complete set of audited financial statements. This report is published to fulfill that requirement for the fiscal year ended September 30, 2018.

This report consists of management's representations concerning the finances of the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and reports in a manner designed to present fairly the financial position and results of operations of the various funds of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

To provide a reasonable basis for making the representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City assets from loss, theft or misuse and to compile sufficient, reliable information for the preparation of the City financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that to the best of our knowledge and belief this financial report is complete and reliable in all material respects.

The City financial records have been audited by Pattillo, Brown & Hill, L.L.P. Certified Public Accountants as required by the City Charter and Financial Management Policies adopted by City Council. This Comprehensive Annual Financial Report has been prepared based upon those audited records. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2018 are free of

material misstatement. This independent audit involved examining, on a test-basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used, significant estimates made by management and evaluating the overall financial statement presentation.

Pattillo, Brown & Hill, L.L.P. Certified Public Accountants have stated that the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Bastrop, Texas, for the fiscal year ended September 30, 2018. The independent auditor's report is located at the front of the financial section. Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

PROFILE OF BASTROP

The City of Bastrop is nestled on the Colorado River and located at the junction of TX Highways 71, 21 and 95, just 30 minutes from Austin, 90 minutes from San Antonio and less than 2 hours from Houston. It currently occupies 11 square miles and serves a population of approximately 8,911. The City of Bastrop serves as the county seat of Bastrop County. The City has developed into a commercial center which daily serves up to an estimated 25,000 business persons, shoppers, and visitors.

Bastrop, Texas is known as the most historic small town in Texas. A frontier settlement founded by Stephen F. Austin in 1832 and incorporated in 1837. The City is the second-oldest incorporated town in Texas and was considered an alternate capital of the Republic. The City is situated along El Camino Real National Historic Trail and boasts more than 130 renovated historic homes and sites, designated on the *National Register of Historic Places* by the Texas Historical Commission.

The City operates under a council-manager form of government. The City Council is comprised of a Mayor and five council members. All members are elected at-large on a staggered and non-partisan basis. They are responsible to enact local legislation, provide policy and annually adopt the operating budget. They appoint the City Manager, City Attorney, Judge of the Municipal Court and members of various boards and commissions. The City Manager under the oversight of the City Council is responsible for the proper administration of the operations of the City.

The City provides a full range of municipal services including general government, public safety, public works, parks and recreation, planning and development, code enforcement, animal services, and water, sewer and electric utilities. Sanitation services are provided by the City but are privately contracted.

The Bastrop Economic Development Corporation (BEDC) is included in the financial statements as a discrete component unit. Its purpose is to aid, promote and further economic development within the City. The BEDC is funded with sales tax revenues and is discussed more fully in the notes to the financial statements.

The annual budget of the City serves as the foundation for its financial plan and control. The budget is proposed by the City Manager and adopted by the City Council in accordance with policies and procedures established by the City Charter, ordinances, and state law. The budget process begins each year with the development of priority issues established by City Council at their City Council Retreat. Departments submit their annual departmental budget requests to the City Manager for review. A proposed budget is prepared for presentation to the City Council. The City Council reviews the budget in subsequent work sessions and a formal budget is prepared and made available to the public for review. Prior to official adoption of the budget by council, any required public hearings on the proposed budget are held to allow for public input and any required notices are published in the City's newspaper.

FACTORS AFFECTING FINANCIAL CONDITION

Local Economy

The City of Bastrop is identified as the county seat for Bastrop County. With this designation comes commercial growth not typically seen for a population of approximately 8,911 residents. Major industries located within the government's boundaries, or close proximity, include small industries, retail stores, several financial institutions, restaurants and insurance companies. The school district has significant economic presence, employing in total more than 1,400 teachers, professionals, and support staff.

Although unemployment rates have reduced nationwide over the last two years, the City of Bastrop continues to experience unemployment rates consistently lower than national averages. The unemployment rate in Bastrop was 3.2% for September 2018.

Due to its healthy local economy, the City of Bastrop has a credit rating of AA from Standard and Poor's as of August 2018. Over the past ten years, the City has experienced significant economic growth and investment. Commercial development was active in 2014 as evidenced by the addition of Academy Sports store, Chick-fil-a, Southside BBQ restaurant, renovation and expansion of the HEB grocery store, and an additional retail strip center. This growth continued in 2015 with a new strip center added in Burleson Crossing including three additional retail stores (Hobby Lobby, Five Below, Ulta). The new strip center by Walmart (Fred Loya Insurance, The UPS store, Papa John's). In 2016, another strip center in Burleson Crossing was completed (Garcia's Restaurant, Wing Stop, etc.) and another strip center by Walmart (Mama Fu's, Sally's Beauty Supply, etc.). In 2016, the City approved final plats for Pecan Park to start residential construction, adding much needed homes. The City issued 77 building permits with a permit value of $16,142,863 in FY16. In 2017, Pecan Park continued to expand with several additional residential sections opening. The Spring Street Dental, Lost Pines Art Center and Pacific Dental all opened for business. The City issued 117 building permits with a permit value of

$17,782,113. This increased even more in 2018, with 164 permits being issued at a permit value of $17,531,410. These permits included two new apartment complexes with approximately 325 units.

Our sound financial position is apparent even with the growth pressures because of our conservative budgeting practices, as evidenced by healthy fund balance numbers. The City experienced growth in assessed valuation of property taxes and collection of sales tax from fiscal year 2011 through 2018 as identified in the chart below. Existing assessed valuations have continued to represent a slight increase. This increase could be attributable to the build out of Hunter's Crossing subdivision and an increase in assessed values of current properties including new commercial growth over the past several years. The Sales Tax Revenue for Fiscal 2017 was slightly below budget and did not reflect the higher % increase the City had been experiencing in previous years. The City consistently shows an increase in sales tax revenue even when other areas of the state do not.

Fiscal Year	Ad Valorem Taxes Certified Assessed Valuation	% Change	General Fund Sales Tax Receipts	% Change
2011	$ 607,077,994	7.00%	$ 2,722,333	4.26%
2012	$ 627,256,816	3.32%	$ 3,194,452	17.34%
2013	$ 635,808,461	1.36%	$ 3,322,116	3.99%
2014	$ 670,721,248	5.49%	$ 3,544,649	6.70%
2015	$ 737,922,965	10.02%	$ 4,016,828	13.3%
2016	$ 782,928,050	6.09%	$ 4,313,718	7.39%
2017	$ 825,822,058	5.47%	$ 4,437,843	2.87%
2018	$ 863,072,067	4.51%	$ 4,828,513	8.80%

Long-term Financial Planning

The City Council approved a budget that held fund balance at 27% for Fiscal Year 2018. This is still above our 25% reserve required by the Financial Management Policy.

The overriding goal of the Financial Management Policy and Comprehensive Fund Balance Policy are to enable the City to achieve a long-term stable and positive financial condition while conducting its operations consistent with the Council-Manager form of government established in the City Charter. The scope of the policies spans accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash management, expenditure control, and debt management.

Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives that equal or exceed the average life of the debt issue. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts which are attached to major equipment purchases. Debt payments are structured to provide that capital assets funded by debt have a longer life than the debt associated with those assets.

Regarding general obligation debt, the City has followed a policy of structuring new debt issue payment schedules to maintain declining debt payment structures to keep tax increases at a minimum.

Relevant Financial Policies

The City of Bastrop, Texas has adopted a comprehensive set of financial policies. Annually or as needed, the City Council approves their financial policies and extensive review and revisions are provided to City Council and the City Manager from the Finance Department. Each year the City Council approves the Investment Policy, which is intended to protect City Assets by identifying investment objectives, addressing the issues of investment risks versus rewards, and providing the framework for the establishment of controls, limitations and responsibilities of City employees in the performance of their fiduciary responsibilities. In Fiscal Year 2018, the City approved a revised Purchasing Policy with the intent to maintain a cost-effective purchasing system conforming to good management practices. The establishment and maintenance of a good purchasing system is possible only through cooperative effort. This Policy reaffirms the City of Bastrop's commitment to strengthen purchasing and property controls to reasonably assure that assets are received and retained in the custody of the City of Bastrop.

Major Initiatives

There was one issuance of debt in FY2018. The Certificate of Obligation, Series 2018 in the amount of $4,605,000 was issued on September 20, 2018. The proceeds from the sale of the Bonds will be used for the purpose of funding the first two years of a street maintenance program, matching grant funds for several drainage projects, improvements to the Old Iron Bridge, and improvements to the Main Street sidewalks and streets.

Awards and Acknowledgements

The Governmental Finance Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2017. This was the sixth consecutive year that the City achieved this prestigious award. In order to be awarded a Certificate of Achievement, the government had to publish an easily readable and efficiently organized CAFR that satisfied both generally accepted accounting principles and applicable program requirements.

A certificate of achievement is valid for a period of one year only. We believe our current report continues to conform to the Certificate of Achievement program requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The Government Treasurers' Organization of Texas awarded the City with a Certification of Investment Policy for developing an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent public investing established by the Government Treasurers' Organization of Texas. This certificate is for a two-year period ending September 30, 2018.

The State Comptroller of Public Accounts awarded the City the Traditional Finances Star and the Debt Obligations Star for transparency on the City's website. These certificates are valid for a period of one year.

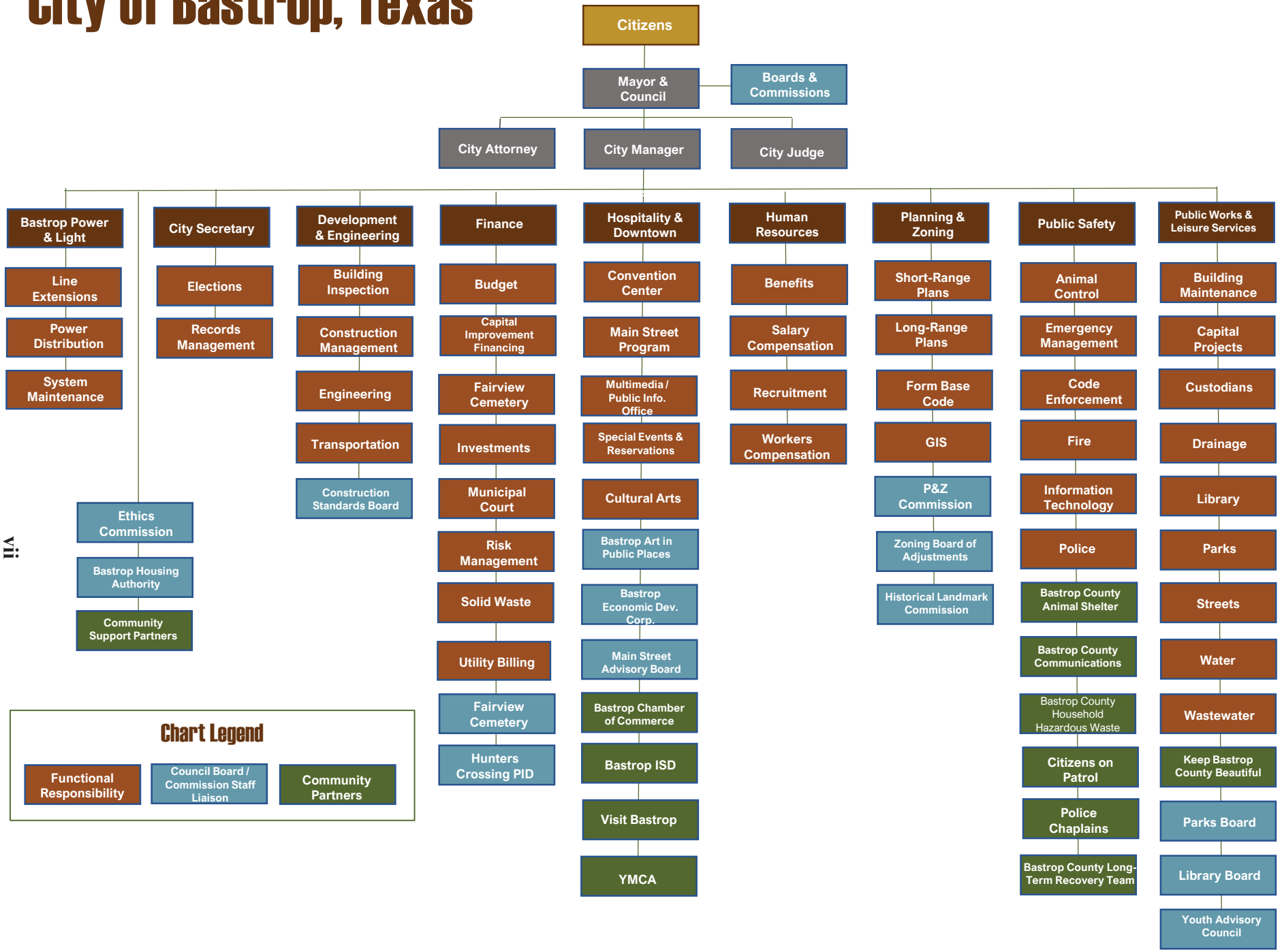
The preparation of this report would not have been possible without the skill, effort, and dedication of the entire staff of the Finance Department. We wish to thank all government departments for their assistance in providing the data necessary to prepare this report. Credit also is due to the City Manager, Mayor and the Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Bastrop, Texas's finances.

Respectfully submitted,

Tracy Waldron

Tracy Waldron
Chief Financial Officer

City of Bastrop, Texas



CITY OF BASTROP, TEXAS

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
SEPTEMBER 30, 2018

Prepared by the
Finance Department

Tracy Waldron, Chief Financial Officer

City Council	Expiration of Term
Connie Schroeder, Mayor	May 2020
Lyle Nelson, Mayor Pro-Tem	May 2020
Drusilla Rogers, Council Member	May 2021
Willie Lewis "Bill" Peterson, Council Member	May 2019
Bill Ennis, Council Member	May 2021
Deborah Jones, Council Member	May 2019

City Manager
Lynda Humble

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Bastrop

Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2017

Christopher P. Morrill

Executive Director/CEO

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FINANCIAL SECTION

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor
and City Council of the
City of Bastrop, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Bastrop, Texas, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA
GAQC Member

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Bastrop, Texas, as of September 30, 2018, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in the notes to the financial statements, in fiscal year 2018 the City adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison information, and pension and other post-employment benefit information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Bastrop, Texas' basic financial statements. The introductory section, the combining and individual nonmajor fund financial statements and schedules, and the statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 26, 2019, on our consideration of the City of Bastrop, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Bastrop, Texas' internal control over financial reporting and compliance.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 26, 2019

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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Management's Discussion and Analysis

As management of the City of Bastrop, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City of Bastrop for the fiscal year ended September 30, 2018. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the introductory section of this report.

Financial Highlights

- The assets and deferred outflows of resources of the City of Bastrop exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by $56,078,445 (net position). Of this amount, $36,581,588 (65.2%) is net investment in capital assets. The amount of net position restricted for a specific purpose is $6,832,042 (12.2%). The remaining $12,664,815 (22.6%) is unrestricted and may be used to meet the City's ongoing obligations to citizens and creditors in accordance with the City's fund designations and fiscal policies. The City's total net position increased by $2,836,756 from fiscal year 2017.

- The City's net pension liability and total OPEB liability at year end are $2.4 million and $900 thousand, respectively.

- As of the close of the current fiscal year, the City of Bastrop's governmental funds reported combined ending fund balances of $14,511,334, an increase of $4,283,467 in comparison with the prior year. Within this total, $9,623,158 (66.3%) is restricted by specific legal requirements, $3,211,936 (22.1%) is unassigned fund balance, and $1,237,444 (8.5%) has been committed and assigned to specific types of expenditures.

- The unassigned portion of the General Fund fund balance at the end of the year was $3,307,157. This includes the 25% of the General Fund expenditures which is required to be held in General Fund balance per the City Council approved Financial Management Policies. The remainder represents funds that may be utilized for unforeseen needs or emergencies which City Council allocates for a specific purpose.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Bastrop's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City of Bastrop's finances in a manner similar to private-sector business. The statement of net position presents information on all of the City's assets, liabilities and deferred inflows/outflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. The statement of net position combines and consolidates governmental and business-type funds current financial resources (short-term spendable resources) with capital assets and long-term obligations. In order to assess the overall health or financial condition of the City, other non-financial factors should also be taken into consideration. These include changes in the City's property tax base and the condition of the City's infrastructure (i.e., roads, drainage improvements, storm and sewer lines, etc.).

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

In the statement of net position and the statement of activities, the City is divided into three (3) categories.

1) Governmental activities account for those activities supported by taxes and intergovernmental revenues. Basic services are provided including police, fire, municipal court, public works, library, parks, recreation, human resources, Information Technology, and finance.

2) Business-type activities are supported by user fees and charges. The City's Water and Wastewater system and electrical system are reported here.

3) The government-wide statements include not only the City but also a discrete component unit, the Bastrop Economic Development Corporation (BEDC). Although legally separate, BEDC is financially accountable to the City.

The government-wide financial statements can be found on pages 12 – 15 of this report.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Bastrop uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds utilized by state and local governments can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Bastrop maintains fifteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, the Debt Service Fund, the Hotel/motel Tax Fund and the Combination Revenue/Tax Bond, Series 2018 which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison schedule has been provided in this report to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 16 – 21 of this report.

Proprietary Funds. Proprietary funds can be further classified into two different types of funds. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. The City of Bastrop uses enterprise funds to account for its water/wastewater utility, electric utility, and non-major enterprise fund operations. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City of Bastrop's various functions. The City of Bastrop intends to use its internal service fund to account for vehicle and equipment replacement. This fund has just been established and the minimal activity for the year has been included with the *governmental activities* in the government-wide financial statements.

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, only in more detail. The basic proprietary fund financial statements can be found on pages 22 – 26.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City of Bastrop's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on page 27 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 28 – 65 of this report.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City of Bastrop's General and Hotel/Motel Tax Funds, Schedule of Revenues, Expenditures and Changes in Fund Balance with a comparative display of budget to actual. This required supplementary information can be found on page 66 – 68 of this report. Required supplementary information of pension and other post employee benefit funding progress are included on pages 69 – 72.

Government-Wide Financial Analysis

At the end of fiscal year 2018, the City's net position (assets and deferred outflows of resources in excess of liabilities and deferred inflows of resources) totaled $56,078,445. This analysis focuses on the net position (Table 1) and changes in net position (Table 2). The largest portion of the City's net position, $36,581,588 (65.2%) reflects its investment in capital assets (land, buildings, infrastructure, machinery and equipment, and construction in progress), less any related debt used to acquire those assets that is still outstanding. The City uses these assets to provide services to its citizens; consequently, these assets are not available for future spending. Although the City reports its capital assets net of related debt, the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The second largest portion of the City's net position, $12,664,815 (22.6%) reflects the unrestricted net position which may be used to meet the government's ongoing obligations to citizens and creditors. An additional portion of the City's net position, $6,832,042 (12.2%) represents resources that are subject to external restrictions on how they may be used.

As of September 30, 2018, the City has positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

CITY OF BASTROP'S NET POSITION

	Governmental Activities		Business-type Activities		Totals	
	2018	2017	2018	2017	2018	2017
Current and other assets	$ 21,776,432	$ 17,107,376	$ 14,738,086	$ 16,064,580	$ 36,514,518	$ 33,171,956
Capital assets	35,154,317	34,765,365	33,172,359	31,484,687	68,326,676	66,250,052
Total assets	56,930,749	51,872,741	47,910,445	47,549,267	104,841,194	99,422,008
Total deferred outflows of resources	1,481,099	1,863,540	176,927	238,257	1,658,026	2,101,797
Current liabilities	1,090,919	1,316,117	1,221,121	1,272,819	2,312,040	2,588,936
Long-term liabilities	28,459,382	25,831,818	18,578,900	19,784,485	47,038,282	45,616,303
Total liabilities	29,550,301	27,147,935	19,800,021	21,057,304	49,350,322	48,205,239
Total deferred inflows of resources	359,126	13,548	155,696	63,329	514,822	76,877
Net position:						
Net investment in capital assets	19,769,501	14,539,682	16,812,087	16,164,723	36,581,588	30,704,405
Restricted	4,343,291	7,742,134	2,732,351	2,016,705	7,075,642	9,758,839
Unrestricted	4,389,629	4,292,982	8,587,217	8,485,463	12,976,846	12,778,445
Total net position	$ 28,502,421	$ 26,574,798	$ 28,131,655	$ 26,666,891	$ 56,634,076	$ 53,241,689

Governmental Activities: Governmental activities net position increased by $1,371,992, key elements are provided in the next page in Table 2. Program and general revenues for fiscal year 2018 are recorded at $18,046,403 in comparison to $16,123,258 in fiscal year 2017, recognizing a 11.9% increase. Total expenses for Governmental activities for fiscal year 2018 were $16,737,616 in comparison to $15,690,794 in fiscal year 2017 recognizing a 6.7% increase.

Business-Type Activities: Revenues of the City's business-type activities were $13,654,604 for the fiscal year ended September 30, 2018. Revenues increased approximately $426,055 (3.22%) as compared to the prior fiscal year. Expenses for the City's business-type activities increased $502,224 (4.74%).

CITY OF BASTROP'S CHANGES IN NET POSITION

	Governmental Activities		Business-type Activities		Totals	
	2018	2017	2018	2017	2018	2017
Revenues:						
Program revenues:						
Charges for services	$ 2,064,461	$ 1,636,155	$ 13,024,175	$ 12,932,639	$ 15,088,636	$ 14,568,794
Operating grants and contributions	150,396	237,019	-	12,032	150,396	249,051
Capital contributions	1,306,839	1,063,268	90,214	-	1,397,053	1,063,268
General revenues:						
Property taxes	5,758,745	5,374,085	-	-	5,758,745	5,374,085
Other taxes	8,122,470	7,581,855	-	-	8,122,470	7,581,855
Interest income	190,986	131,122	204,426	130,344	395,412	261,466
Other income	208,906	99,754	335,789	153,534	544,695	253,288
Total revenues	17,802,803	16,123,258	13,654,604	13,228,549	31,457,407	29,351,807
Expenses:						
General government	5,042,504	4,790,876	-	-	5,042,504	4,790,876
Public safety	3,995,531	4,169,672	-	-	3,995,531	4,169,672
Developmental services	919,670	692,326	-	-	919,670	692,326
Community services	2,015,727	1,880,293	-	-	2,015,727	1,880,293
Economic development	3,910,783	3,350,167	-	-	3,910,783	3,350,167
Interest on long-term d	853,401	807,460	-	-	853,401	807,460
Water/wastewater servi	-	-	4,747,676	4,487,471	4,747,676	4,487,471
Bastrop Power & Light	-	-	6,351,799	6,104,456	6,351,799	6,104,456
Other non-major	-	-	-	5,324	-	5,324
Total expenses	16,737,616	15,690,794	11,099,475	10,597,251	27,837,091	26,288,045
Increases in net position before transfers	1,065,187	432,464	2,555,129	2,631,298	3,620,316	3,063,762
Transfers	1,042,299	748,152	(1,042,299)	(748,152)	-	-
Change in net position	2,107,486	1,180,616	1,512,830	1,883,146	3,620,316	3,063,762
Net position, beginning	26,574,798	25,311,387	26,666,891	24,611,963	53,241,689	49,923,350
Prior period adjustment	(179,863)	82,795	(48,066)	171,782	(227,929)	254,577
Net position, ending	$ 28,502,421	$ 26,574,798	$ 28,131,655	$ 26,666,891	$ 56,634,076	$ 53,241,689

Financial Analysis of the City's Funds

The City uses fund accounting to ensure and demonstrate compliance. The analysis includes both governmental funds and proprietary funds.

Governmental Funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the City of Bastrop. At the end of the current fiscal year, the fund balance was $3,577,711. With the exception of a small amount of fund balance shown as non-spendable, the fund balance essentially includes only unassigned funds of $3,307,157 and assigned funds of $217,328. The Debt Service Fund had an increase of $8,981 in fund balance, therefore at the end of the fiscal year the fund balance was $71,798. These funds are specifically restricted for the payment of debt service. The Hotel/Motel Tax fund balance for the current year was $2,446,392. This fund recognized a decrease from last year of $182,650 due to an increase in economic development expenditures. Combination Revenue and Tax Bond, Series 2018 was issued in fiscal year 2018 and the resources and expenditures are reported in a major capital projects fund.

Proprietary Funds. The City of Bastrop's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The net position of the water/wastewater fund at the end of the year amounted to $19,414,989. The net position of the electric utility, Bastrop Power and Light fund at the end of the year amounted to $7,268,610. Non-major enterprise funds amounted to $1,448,056. Total proprietary funds net position for the year ended is $28,131,655.

General Fund Budgetary Highlights

For the FY 2018 budget, the City adopted a tax rate of $0.5640 per $100 assessed valuation. The FY 2018 General Fund budgeted revenue of $9,912,819 represented a 35.8% increase over the previous year's budgeted amount. The FY 2018 budget was amended through the year to decrease the adopted budget to $10,068,894. Taxes and penalties comprise the majority of the budgeted General Fund revenues, $8,374,723 (83.2%). Intergovernmental revenue contributed $98,427 (1.0%) and transfers from other funds represent $816,711 (8.1%) of the total budgeted revenues for FY 2018. All three of these categories identify 92.3% of total budgeted revenues.

The adopted General Fund expenditure budget of $11,100,030. Each year the City performs a mid-year review of the budget. If the City Manager determines that funds are available, certain amendments are proposed to the City Council for their review and approval. Expenditures were amended throughout the year with the majority occurring during mid-year reviews. These amendments increased General Fund appropriations by $466,403 (4.2%) to $11,566,433. The City approved several departmental budget capital requests in fiscal year 2018 to include park equipment and building improvement to the Library.

Capital Assets and Debt Administration

Capital Assets. The City of Bastrop's investment in total capital assets for its governmental and business-type activities as of September 30, 2018 amounts to $68,326,676, (net of accumulated depreciation). Investment in capital assets related to governmental activities $35,154,317 includes land, buildings and improvements, infrastructure, machinery and equipment, and construction in progress. The total increase in the City's investment in capital assets for the current year was 3.1%.

CITY OF BASTROP'S CAPITAL ASSETS
(Net of Accumulated Depreciation)

	Governmental Activities		Business-type Activities		Totals	
	2018	2017	2018	2017	2018	2017
Land	$ 4,865,264	$ 5,098,868	$ 1,541,613	$ 1,541,613	$ 6,406,877	$ 6,640,481
Water rights	-	-	2,933,621	2,933,621	2,933,621	2,933,621
Construction in progress	24,875	399,424	2,423,448	2,068,345	2,448,323	2,467,769
Buildings and improvements	15,332,127	13,806,378	498,366	498,366	15,830,493	14,304,744
Infrastructure and systems	22,021,615	21,860,606	36,690,157	34,294,085	58,711,772	56,154,691
Machinery and equipment	7,678,472	6,771,413	2,721,641	2,767,509	10,400,113	9,538,922
Less: accumulated depreciation	(14,768,036)	(13,171,324)	(13,636,487)	(12,618,852)	(28,404,523)	(25,790,176)
Total capital assets	$ 35,154,317	$ 34,765,365	$ 33,172,359	$ 31,484,687	$ 68,326,676	$ 66,250,052

Additional information on the City of Bastrop's capital assets can be found in Note III of the notes to the financial statements.

Long-Term Debt. During the fiscal year 2018, the City issued Combination Tax and Revenue Certificates of Obligation, Series 2018 in the amount of $4,605,000.

CITY OF BASTROP'S OUTSTANDING DEBT AT YEAR-END
General Obligation Bonds, Certificates of Obligation, Revenue Bonds, and Other Long-term Payables

	Governmental Activities		Business-type Activities		Totals	
	2018	2017	2018	2017	2018	2017
General obligation bonds	$ 25,395,258	$ 22,220,898	$ 17,325,057	$ 18,435,374	$ 42,720,315	$ 40,656,272
Notes payable	294,179	341,547	420,000	420,000	714,179	761,547
Compensated absences	219,587	223,099	58,044	64,499	277,631	287,598
Total	$ 25,909,024	$ 22,785,544	$ 17,803,101	$ 18,919,873	$ 43,712,125	$ 41,705,417

Additional information on the City of Bastrop's long-term debt can be found in Note III of the notes to the financial statements.

Economic Factors and Next Year's Budgets and Rates

The City experiences steady commercial growth as it is identified within Bastrop County as the county seat and its desirable location between Houston and Austin. The City's population is about 8,911 within the city limits; however, it is estimated the City's retail market services in excess of 198,000 visitors. Due to its healthy local economy, the City has maintained a credit rating of AA from S&P Global Ratings at our last bond issue in August 2018. The annual operating budget for fiscal year 2019 reflects a variety of community issues, planning initiatives, economic development opportunities, and street and drainage projects. The Council held budget and planning sessions to provide an opportunity for the City Council to pass along their input and guidance in developing the FY 2019 budget. The City adopted a fiscally responsible balance budget on September 25, 2018.

Total General Fund revenue for fiscal year 2019 is $10,698,184. The fiscal year 2019 General Fund's major revenue source for the City is Sales Tax at a budgeted $4,864,390. Ad Valorem Tax Revenue (property taxes) is a close second with an annual budget of $3,533,514. The Sales Tax and Ad Valorem Taxes comprise 78% of the revenues received by the General Fund for operations. The General Fund (M&O) tax rate of $0.3691/$100 and the Debt Service Fund (I&S) tax rate of $0.1949/$100 combine to establish the City's overall property tax rate of $0.564 per $100. The City has maintained this constant tax rate for the firth year in a row. The debt service payments for FY 2019 are $1,927,235 or 34.56 percent of the overall tax rate necessary to generate funds to service the bonded indebtedness of the City of Bastrop. Property taxes of $3,533,514 support the General Fund operations of the City, which represents 65.44 percent of the revenue collection. The FY2019 budget will provide for the 25% required fund balance at year-end as required by the Financial Management policy adopted by City Council.

Water and Wastewater Fund operations for FY 2019 has budgeted revenue of $5,707,190, which expenses are budgeted at $5,564,384. This budget is leaving the fund balance at 37%, well over the 35% required by the Financial Management policy adopted by City Council.

Electric Fund revenues consist of the sale of electricity to the City's customers within its service area, fees assessed for extension services, and pole attachment fee. Total budgeted expenses for the Electric Fund for the purchase of electricity and operations of the department if $8,192,778.

The Comprehensive Plan that was adopted by City Council in FY 2017 was used to set budgetary priorities. The plan gives the City Council long range goals that will ensure progress towards improving the community and maintaining the quality of life Bastrop residents have come to expect. The City is committed to the delivery of excellent service today and we are prepared to effectively deliver the same service tomorrow.

Requests for Information

This financial report is designed to provide a general overview of the City of Bastrop's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Department, P.O. Box 427, Bastrop, Texas 78602.

BASIC
FINANCIAL STATEMENTS

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CITY OF BASTROP, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2018

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Bastrop EDC
ASSETS				
Cash and investments	$ 15,660,717	$ 9,331,194	$ 24,991,911	$ 5,889,856
Taxes receivable, net	1,046,374	-	1,046,374	388,361
Accounts receivable	520,774	1,006,703	1,527,477	-
Due from component unit	180,896	-	180,896	-
Due from other governments	1,020,372	-	1,020,372	-
Internal balances	(144,914)	144,914	-	-
Inventories	18,920	372,875	391,795	-
Prepaid items	34,306	-	34,306	49,800
Cash and investments-restricted	-	3,522,400	3,522,400	-
Notes receivable	3,438,987	360,000	3,798,987	22,370
Capital assets, net:				
Non-depreciable	4,890,139	6,898,682	11,788,821	1,436,578
Depreciable	30,264,178	26,273,677	56,537,855	523,298
Total assets	56,930,749	47,910,445	104,841,194	8,310,263
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pensions	611,296	163,365	774,661	26,934
Total OPEB liability-TMRS supplement	15,419	4,121	19,540	679
Total OPEB liability-retiree health	19,251	9,441	28,692	1,702
Deferred loss on refunding	835,133	-	835,133	-
Total deferred outflows of resources	1,481,099	176,927	1,658,026	29,315
LIABILITIES				
Accounts payable	822,429	674,664	1,497,093	28,533
Accrued liabilities	236,385	131,628	368,013	24,684
Due to primary government	-	-	-	180,896
Retainage payable	-	42,197	42,197	-
Customer deposits	30,303	223,527	253,830	-
Unearned revenue	-	135,926	135,926	27,600
Other liabilities	1,802	13,179	14,981	-
Noncurrent liabilities:				
Due within one year:				
Long-term debt	1,884,372	1,093,106	2,977,478	316,038
Total OPEB liability-TMRS supplement	1,083	289	1,372	48
Total OPEB liability-retiree health	13,184	3,141	16,325	562
Due in more than one year:				
Long-term debt	24,024,652	16,709,995	40,734,647	4,558,475
Net pension liability	1,911,703	510,890	2,422,593	84,229
Total OPEB liability-TMRS supplement	215,351	57,551	272,902	9,488
Total OPEB liability-retiree health	409,037	203,928	612,965	36,768
Total liabilities	29,550,301	19,800,021	49,350,322	5,267,321

The accompanying notes are an integral part of these financial statements.

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CITY OF BASTROP, TEXAS

STATEMENT OF NET POSITION
(Continued)
SEPTEMBER 30, 2018

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Bastrop EDC
DEFERRED INFLOWS OF RESOURCES				
Deferred inflow related to pensions	337,346	90,534	427,880	14,877
Deferred inflows related to OPEB-retiree health	21,780	10,682	32,462	1,926
Deferred gain on refunding	-	54,480	54,480	-
Total deferred inflows of resources	359,126	155,696	514,822	16,803
NET POSITION				
Net investment in capital assets	19,769,501	16,812,087	36,581,588	599,876
Restricted for:				
Cemetery:				
Nonexpendable	385,570	-	385,570	-
Expendable	212,163	-	212,163	-
Public improvement district	104,040	-	104,040	-
Traffic safety	628,336	-	628,336	-
Culture and recreation	170,836	-	170,836	-
Economic development	2,446,392	-	2,446,392	73,644
PEG channels	63,132	-	63,132	-
Debt service	89,222	1,284,295	1,373,517	-
Capital improvements	-	1,448,056	1,448,056	-
Unrestricted	4,633,229	8,587,217	13,220,446	2,381,934
Total net position	$ 28,502,421	$ 28,131,655	$ 56,634,076	$ 3,055,454

The accompanying notes are an integral part of these financial statements.

CITY OF BASTROP, TEXAS

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental activities:				
General government	$ 5,042,504	$ 1,676,873	$ 83,902	$ -
Public safety	3,995,531	95,706	-	-
Developmental services	919,670	-	-	-
Community services	2,015,727	125,125	66,494	-
Economic development services	3,910,783	166,757	-	1,306,839
Interest	853,401	-	-	-
Total governmental activities	16,737,616	2,064,461	150,396	1,306,839
Business-type activities:				
Water/wastewater	4,747,676	5,100,581	-	90,214
Bastrop power and light	6,351,799	7,171,253	-	-
Other	-	752,341	-	-
Total business-type activities	11,099,475	13,024,175	-	90,214
Total primary government	27,837,091	15,088,636	150,396	1,397,053
Component Unit:				
Bastrop Economic Development Corp.	1,517,716	-	-	-
Total component unit	$ 1,517,716	$ -	$ -	$ -
General revenues:				
Property taxes				
Sales taxes				
Hotel/motel taxes				
Franchise taxes				
Investment earnings				
Miscellaneous				
Gain on sale of assets				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position - beginning				
Prior period adjustment				
Net position - ending				

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-type Activities	Total	Bastrop EDC
$(3,281,729)	$ -	$(3,281,729)	$ -
(3,899,825)	-	(3,899,825)	-
(919,670)	-	(919,670)	-
(1,824,108)	-	(1,824,108)	-
(2,437,187)	-	(2,437,187)	-
(853,401)	-	(853,401)	-
(13,215,920)	-	(13,215,920)	-
-	443,119	443,119	-
-	819,454	819,454	-
-	752,341	752,341	-
-	2,014,914	2,014,914	-
(13,215,920)	2,014,914	(11,201,006)	-
-	-	-	(1,517,716)
-	-	-	(1,517,716)
5,758,745	-	5,758,745	-
4,815,099	-	4,815,099	2,413,866
2,844,403	-	2,844,403	-
462,968	-	462,968	-
190,986	204,426	395,412	77,664
402,887	335,789	738,676	133,367
49,619	-	49,619	-
1,042,299	(1,042,299)	-	-
15,567,006	(502,084)	15,064,922	2,624,897
2,351,086	1,512,830	3,863,916	1,107,181
26,574,798	26,666,891	53,241,689	1,989,207
(179,863)	(48,066)	(227,929)	(40,934)
$ 28,746,021	$ 28,131,655	$ 56,877,676	$ 3,055,454

CITY OF BASTROP, TEXAS
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

	General Fund	Debt Service Fund	Hotel/Motel Tax Fund
ASSETS			
Cash and investments	$ 3,338,162	$ 315,398	$ 2,215,703
Taxes receivable, net	923,315	121,387	-
Accounts receivable, net	282,390	-	232,764
Due from other funds	328,680	-	-
Due from component unit	180,896	-	-
Due from other governments	747,180	-	-
Inventories	18,920	-	-
Prepaid items	34,306	-	-
Total assets	5,853,849	436,785	2,448,467
LIABILITIES			
Accounts payable	728,230	-	2,075
Accrued liabilities	123,422	-	-
Due to other funds	-	-	-
Other current liabilities	1,802	-	-
Customer deposits	4,800	-	-
Advances from other funds	144,914	-	-
Total liabilities	1,003,168	-	2,075
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	894,886	121,387	-
Unavailable revenue - court fines	66,053	-	-
Total deferred inflows of resources	960,939	121,387	-
FUND BALANCES			
Nonspendable:			
Inventories	18,920	-	-
Endowment	-	-	-
Prepaid items	34,306	-	-
Restricted for:			
Cemetery	-	-	-
Capital projects	-	-	-
Traffic safety	-	-	-
Culture and recreation	-	-	-
Economic development	-	-	2,446,392
PEG channels	-	-	-
Debt service	-	71,798	-
Committed for:			
Economic development	-	-	-
Arena	-	-	-
Assigned for:			
Park equipment	198,328	-	-
Library improvements	19,000	-	-
Unassigned	3,862,788	-	-
Total fund balances	4,133,342	71,798	2,446,392
Total liabilities, deferred inflows of resources and fund balances	$ 6,097,449	$ 193,185	$ 2,448,467

The accompanying notes are an integral part of these financial statements.

Combination Revenue/ Tax Bond, 2018	Total Nonmajor Funds	Total Governmental Funds
$ 4,705,988	$ 3,988,308	$ 14,563,559
-	1,672	1,046,374
-	5,620	520,774
-	-	328,680
-	-	180,896
-	273,192	1,020,372
-	-	18,920
-	-	34,306
4,705,988	4,268,792	17,713,881
-	92,124	822,429
-	9,000	132,422
-	328,680	328,680
-	-	1,802
-	25,503	30,303
-	-	144,914
-	455,307	1,460,550
-	104,040	1,120,313
-	-	66,053
-	104,040	1,186,366
-	-	18,920
-	385,570	385,570
-	-	34,306
-	212,163	212,163
4,705,988	1,324,513	6,030,501
-	628,336	628,336
-	170,836	170,836
-	-	2,446,392
-	63,132	63,132
-		71,798
-	912,785	912,785
-	107,331	107,331
-	-	198,328
-	-	19,000
-	(95,221)	3,767,567
4,705,988	3,709,445	15,066,965
$ 4,705,988	$ 4,268,792	$ 17,713,881

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CITY OF BASTROP, TEXAS

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE GOVERNMENTAL ACTIVITIES STATEMENT OF NET POSITION

SEPTEMBER 30, 2018

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - governmental funds	$	15,066,965
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the funds.		34,133,135
Long-term liabilities (net pension liability, compensated absences, and bonds) are not due and payable in the current period and therefore are not reported in the funds. Also, the premium on issuance of bonds and deferred resource outflows related to the net pension liability are not reported in the funds. A summary of these items are as follows:		
Long-term liabilities:		
Bonds payable	(	24,313,393)
Bond issuance premium	(	1,081,865)
Deferred loss on refunding		835,133
Notes payable	(	294,179)
Net pension liability	(	1,911,703)
Deferred resources related to pensions		273,950
Compensated absences	(	219,587)
Total OPEB liability	(	638,655)
Deferred resources related to OPEBs		12,890
Accrued interest payable	(	103,963)
The internal service fund will be used by management to charge the cost of vehicle and equipment replacement to individual funds. The assets and liabilities of the internal service fund are included in the governmental activities in the statement of net position.		2,118,340
Uncollected property taxes and court fines are not available to pay for current period expenditures and are reported as deferred inflows in the funds.		1,186,366
Long-term receivables related to economic development are not available to pay for current period expenditures and therefore are not reported in the funds.		3,438,987
Net position of governmental activities	$	28,502,421

The accompanying notes are an integral part of these financial statements.

CITY OF BASTROP, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2018

	General Fund	Debt Service Fund	Hotel/Motel Tax Fund
REVENUES			
Property taxes	$ 3,363,901	$ 1,834,774	$ -
Sales taxes	4,889,377	-	-
Hotel/motel taxes	-	-	2,844,403
Franchise taxes	440,077	-	-
Licenses and permits	752,253	-	-
Intergovernmental	97,747	-	-
Charges for services	a	-	-
Fines and forfeitures	289,002	-	-
Contributions and donations	2,061	-	-
Investments earnings	62,775	11,216	35,366
Miscellaneous	185,204	-	-
Total revenues	10,082,397	1,845,990	2,879,769
EXPENDITURES			
Current:			
General government	4,353,027	-	-
Public safety	3,833,393	-	-
Development services	901,494	-	-
Community services	1,709,468	-	-
Economic development	-	-	1,870,774
Debt service:			
Principal	-	1,550,274	-
Interest and other	-	802,101	-
Capital outlay	481,328	-	-
Total expenditures	11,278,710	2,352,375	1,870,774
Excess (deficiency) of revenue over expenditures	(1,196,313)	(506,385)	1,008,995
OTHER FINANCING SOURCES (USES)			
Transfers in	816,662	515,366	-
Transfers out	(37,500)	-	(1,191,645)
Insurance recoveries	2,243	-	-
Issuance of bonds	-	-	-
Premium from bond issuance	-	-	-
Sale of general capital assets	376	-	-
Total other financing sources (uses)	1,025,381	515,366	(1,191,645)
Net change in fund balance	(170,932)	8,981	(182,650)
Fund balance - beginning	3,748,643	62,817	2,629,042
Fund balance - ending	$ 3,577,711	$ 71,798	$ 2,446,392

The accompanying notes are an integral part of these financial statements.

Combination Revenue/ Tax Bond, 2018	Total Nonmajor Funds	Total Governmental Funds
$ -	$ 377,025	$ 5,575,700
-	-	4,889,377
-	-	2,844,403
-	22,891	462,968
-	400	752,653
-	1,179,132	1,276,879
-	338,675	338,675
-	28,577	317,579
-	152,974	155,035
5,988	58,994	174,339
-	20,592	205,796
5,988	2,179,260	16,993,404
-	-	4,353,027
-	70,805	3,904,198
-	-	901,494
-	175,034	1,884,502
-	1,585,035	3,455,809
-	-	1,550,274
118,370	-	920,471
-	1,253,478	1,734,806
118,370	3,084,352	18,704,581
(112,382)	(905,092)	(1,711,177)
-	836,706	2,168,734
-	(34,790)	(1,263,935)
-	25,256	27,499
4,605,000	-	4,605,000
213,370	-	213,370
-	-	376
4,818,370	827,172	5,994,644
4,705,988	(77,920)	4,283,467
-	3,787,365	10,227,867
$ 4,705,988	$ 3,709,445	$ 14,511,334

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CITY OF BASTROP, TEXAS

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Amounts reported for governmental activities in the Statement of Activities are different because:		
Net change in fund balances - total governmental funds:	$	4,283,467
Government funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense exceeded capital outlays in the current period.		
Capital outlay		1,786,985
Depreciation expense	(	1,499,442)
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to decrease net position.	(	256,290)
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Debt issued or incurred:		
Bonds	(	4,605,000)
Premium on bonds	(	213,370)
Repayment of principal of long-term debt		1,550,274
Amortization of deferred loss on bond refunding	(	79,334)
Amortization of premium on bond issuance		141,104
Certain pension and OPEB expenditures are not expended in the government-wide financial statements and recorded as deferred resource outflows. This item relates to contributions made after the measurement date. Additionally, a portion of the City's unrecognized deferred resource outflows and inflows related to the pension and OPEB liability were amortized.		27,094
Current year changes in certain long-term liabilities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Compensated absences		3,512
The internal service fund will be used by management to charge the cost of vehicle and equipment replacement to individual funds. The net revenue of the internal service funds is reported within the governmental activities.		471,866
Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due.		5,300
Amounts collected in the current year for notes receivable.	(	164,865)
Revenues from property taxes and court fines are not available to pay for current period expenditures, and therefore, are not reported in the funds.		100,554
Change in net position - statement of activities	$	1,551,855

The accompanying notes are an integral part of these financial statements.

CITY OF BASTROP, TEXAS

STATEMENT OF NET POSITION

PROPRIETARY FUNDS

SEPTEMBER 30, 2018

	Business-Type Activities				Governmental Activities
	Water/ Wastewater Fund	Bastrop Power & Light Fund	Total Non-major Enterprise Funds	Total Enterprise Funds	Internal Service Fund
ASSETS					
Current assets:					
Cash and cash equivalents	$ 4,918,843	$ 4,412,351	$ -	$ 9,331,194	$ 1,097,158
Accounts receivable, net	431,821	574,882	-	1,006,703	-
Inventories	189,937	182,938	-	372,875	-
Cash and cash equivalents-restricted	1,867,822	194,072	1,460,506	3,522,400	-
Total current assets	7,408,423	5,364,243	1,460,506	14,233,172	1,097,158
Noncurrent assets:					
Advances to other funds	-	144,914	-	144,914	-
Note receivable	360,000	-	-	360,000	-
Capital assets, net:					
Non-depreciable	6,786,656	112,026	-	6,898,682	-
Depreciable	21,761,425	4,512,252	-	26,273,677	1,021,182
Total noncurrent assets	28,908,081	4,769,192	-	33,677,273	1,021,182
Total assets	36,316,504	10,133,435	1,460,506	47,910,445	2,118,340
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflows related to pensions	98,516	64,849	-	163,365	-
Deferred outflows related to OPEB-TMRS supplement	2,485	1,636	-	4,121	-
Deferred outflows related to OPEB-retiree health	5,917	3,524	-	9,441	-
Total deferred outflows of resources	106,918	70,009	-	176,927	-
LIABILITIES					
Current liabilities:					
Accounts payable	264,366	397,848	12,450	674,664	-
Accrued liabilities	103,344	28,284	-	131,628	-
Retainage payable	42,197	-	-	42,197	-
Customer deposits	61,992	161,535	-	223,527	-
Unearned revenue	-	135,926	-	135,926	-
Other current liabilities	160	13,019	-	13,179	-
Compensated absences	5,241	6,368	-	11,609	-
Bonds and notes payable	979,452	102,045	-	1,081,497	-
Total OPEB liability-TMRS supplement	174	115	-	289	-
Total OPEB liability-retiree health	1,873	1,268	-	3,141	-
Total current liabilities	1,458,799	846,408	12,450	2,317,657	-

The accompanying notes are an integral part of these financial statements.

CITY OF BASTROP, TEXAS

STATEMENT OF NET POSITION
(CONTINUED)
PROPRIETARY FUNDS

SEPTEMBER 30, 2018

	Business-Type Activities				Governmental Activities
	Water/ Wastewater Fund	Bastrop Power & Light Fund	Total Non-major Enterprise Funds	Total Enterprise Funds	Internal Service Fund
LIABILITIES (continued)					
Noncurrent liabilities:					
Compensated absences	$ 20,963	$ 25,472	$ -	$ 46,435	$ -
Bonds and notes payable	14,942,081	1,721,479	-	16,663,560	-
Net pension liability	308,088	202,802	-	510,890	-
Total OPEB liability-TMRS supplement	34,706	22,845	-	57,551	-
Total OPEB liability-retiree health	127,906	76,022	-	203,928	-
Total noncurrent liabilities	15,433,744	2,048,620	-	17,482,364	-
Total liabilities	16,892,543	2,895,028	12,450	19,800,021	-
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows related to pensions	54,715	35,819	-	90,534	-
Deferred inflows related to OPEB-retiree health	6,695	3,987	-	10,682	-
Deferred gain on bond refunding	54,480	-	-	54,480	-
Total deferred inflows of resources	115,890	39,806	-	155,696	-
NET POSITION					
Net investment in capital assets	13,672,347	3,139,740	-	16,812,087	1,021,182
Restricted for:					
Debt service	1,284,295	-	-	1,284,295	-
Capital improvements	-	-	1,448,056	1,448,056	-
Unrestricted	4,458,347	4,128,870	-	8,587,217	1,097,158
Total net position	$ 19,414,989	$ 7,268,610	$ 1,448,056	$ 28,131,655	$ 2,118,340

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CITY OF BASTROP, TEXAS

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Business-Type Activities				Governmental Activities
	Water/ Wastewater Fund	Bastrop Power & Light Fund	Total Non-major Enterprise Funds	Total Enterprise Funds	Internal Service Fund
Operating revenues:					
Charges for services	$ 5,100,581	$ 7,171,253	$ 752,341	$ 13,024,175	$ 403,871
Miscellaneous	15,228	320,561	-	335,789	-
Total operating revenues	5,115,809	7,491,814	752,341	13,359,964	403,871
Operating expenses:					
Personnel services	1,109,554	692,214	-	1,801,768	-
Supplies and maintenance	2,020,331	561,199	-	2,581,530	-
Services and other	263,968	4,842,176	-	5,106,144	-
Deprecation	860,569	202,934	-	1,063,503	127,182
Total operating expenses	4,254,422	6,298,523	-	10,552,945	127,182
Operating income (loss)	861,387	1,193,291	752,341	2,807,019	276,689
Nonoperating revenues (expenses):					
Investment earnings	109,107	67,533	27,786	204,426	16,647
Gain on disposal of capital assets	-	-	-	-	41,030
Interest expense	(493,254)	(53,276)	-	(546,530)	-
Total nonoperating revenues (expenses)	(384,147)	14,257	27,786	(342,104)	57,677
Income before contributions and transfers	477,240	1,207,548	780,127	2,464,915	334,366
Capital contributions	90,214	-	-	90,214	-
Transfers in	917,290	-	-	917,290	137,500
Transfers out	-	(1,066,950)	(892,639)	(1,959,589)	-
Change in net position	1,484,744	140,598	(112,512)	1,512,830	471,866
Net position- beginning	17,959,231	7,147,092	1,560,568	26,666,891	1,646,474
Prior period adjustment	(28,986)	(19,080)	-	(48,066)	-
Net position- ending	$ 19,414,989	$ 7,268,610	$ 1,448,056	$ 28,131,655	$ 2,118,340

The accompanying notes are an integral part of these financial statements.

CITY OF BASTROP, TEXAS

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Business-Type Activities				Governmental Activities
	Water/ Wastewater Fund	Bastrop Power & Light Fund	Total Non-major Enterprise Funds	Total Enterprise Funds	Internal Service Fund
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	$ 5,129,129	$ 7,695,583	$ 1,219,516	$ 14,044,228	$ -
Receipts from interfund charges	-	-	-	-	403,871
Payments to suppliers and service providers	(2,431,725)	(5,599,927)	-	(8,031,652)	-
Payments to employees for salaries and benefits	(1,107,182)	(676,590)	-	(1,783,772)	-
Net cash provided by operating activities	1,590,222	1,419,066	1,219,516	4,228,804	403,871
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Cash received from other governments	-	12,032	-	12,032	-
Transfers in from other funds	917,290	-	-	917,290	137,500
Transfers out to other funds	-	(1,066,950)	(880,189)	(1,947,139)	-
Net cash provided (used) by noncapital noncapital financing activities	917,290	(1,054,918)	(880,189)	(1,017,817)	137,500
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition and construction of capital assets	(2,369,819)	(209,625)	-	(2,579,444)	(484,881)
Proceeds from disposal of capital assets	-	-	-	-	41,030
Payments on long-term debt	(971,787)	(97,940)	-	(1,069,727)	-
Interest paid on capital debt	(531,778)	(60,790)	-	(592,568)	-
Net cash used by capital and related financing activities	(3,873,384)	(368,355)	-	(4,241,739)	(443,851)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest on investments	109,107	67,533	27,786	204,426	16,647
Net cash provided by investing activities	109,107	67,533	27,786	204,426	16,647
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(1,256,765)	63,326	367,113	(826,326)	114,167
CASH AND CASH EQUIVALENTS, BEGINNING	8,043,430	4,543,097	1,093,393	13,679,920	982,991
CASH AND CASH EQUIVALENTS, ENDING	$ 6,786,665	$ 4,606,423	$ 1,460,506	$ 12,853,594	$ 1,097,158

The accompanying notes are an integral part of these financial statements.

CITY OF BASTROP, TEXAS

STATEMENT OF CASH FLOWS
(CONTINUED)
PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Business-Type Activities				Governmental Activities
	Water/ Wastewater Fund	Bastrop Power & Light Fund	Total Non-major Enterprise Funds	Total Enterprise Funds	Internal Service Fund
Reconciliation of operating income to net cash provided by operating activities:					
Operating income	$ 861,387	$ 1,193,291	$ 752,341	$ 2,807,019	$ 276,689
Adjustments to reconcile operating income to net cash provided by operating activities:					
Depreciation	860,569	202,934	-	1,063,503	127,182
(Increase) decrease in accounts receivable	8,105	48,463	467,175	523,743	-
(Increase) decrease in inventories	23,839	24,943	-	48,782	-
(Increase) decrease in prepaid items	525	-	-	525	-
(Increase) decrease in deferred outflows-pensions	49,455	25,437	-	74,892	-
(Increase) decrease in deferred outflows-OPEB	(8,402)	(5,160)	-	(13,562)	-
Increase (decrease) in accounts payable	(171,790)	(77,610)	-	(249,400)	-
Increase (decrease) in accrued liabilities	3,775	(145,475)	-	(141,700)	-
Increase (decrease) in unearned revenue	-	135,926	-	135,926	-
Increase (decrease) in customer deposits	5,215	19,380	-	24,595	-
Increase (decrease) in deferred inflows-pension	52,603	34,530	-	87,133	-
Increase (decrease) in deferred inflows-OPEB	6,695	3,987	-	10,682	-
Increase (decrease) in OPEB obligation	21,606	13,974	-	35,580	-
Increase (decrease) in net pension liability	(115,440)	(57,019)	-	(172,459)	-
Increase (decrease) in compensated absences	(7,920)	1,465	-	(6,455)	-
Net cash provided by operating activities	$ 1,590,222	$ 1,419,066	$ 1,219,516	$ 4,228,804	$ 403,871
SCHEDULE OF NON-CASH CAPITAL AND RELATED FINANCING ACTIVITIES					
Contributions of capital asssets	$ 89,629	$ -	$ -	$ 89,629	$ -

CITY OF BASTROP, TEXAS

STATEMENT OF FIDUCIARY NET POSITION

FIDUCIARY FUNDS

SEPTEMBER 30, 2018

	Agency Fund
ASSETS	
Cash and investments	$ 349,227
Total assets	$ 349,227
LIABILITIES	
Due to others	$ 349,227
Total liabilities	$ 349,227

The accompanying notes are an integral part of these financial statements.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenue, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported in separately from certain legally separate *component units* for which the primary government is financially accountable.

B. Reporting Entity

The City of Bastrop, Texas (the City) was incorporated under the provisions of the State of Texas. The City operates as a Council-Manager government. With few exceptions, all powers of the city are vested in an elective Council, which enacts legislation, adopts budgets, determines policies, and appoints the City Attorney and the Municipal Court Judge. The Council also appoints the City Manager, who executes the laws and administers the government of the City. The City provides the following services to its citizens: public safety, street maintenance, sanitation services, recreation programs, municipal court, community development, public improvements, water, sewer and electrical services, and general administrative services.

The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the government.

Blended component unit. The Hunters Crossing Local Government Corporation (hereafter "the corporation") was established to administer the service plan of the Hunters Crossing Public Improvement District (hereafter "the PID"). The PID was established on September 11, 2001 by resolution of the Bastrop City Council. That resolution was later amended on November 11, 2003. The purpose for creation of the PID was to provide for the construction of certain public improvements and a mechanism for the payment of the costs of such construction and the costs of such improvements through the levy of assessments against owners of respective parcels in the PID. The assessment and bond issuance authorizations are approved by the City's Council and the City is legally obligated to provide resources in case there are deficiencies in debt service payments and resources are not available from any other remedies. The entity is reported as a blended component unit of the City. Separate financial statements for Hunter's Crossing Local Government Corporation can be obtained from the City of Bastrop Finance Department.

Discretely presented component unit. The Bastrop Economic Development Corporation (hereafter "Bastrop EDC") was established in 1995, after the citizens of Bastrop voted to pass a one-half cent sales tax dedicated to economic development. Bastrop's EDC's primary purpose is to assist in bringing meaningful and rewarding employment opportunities to citizens in the area through funding assistance provided to businesses to relocate or expand in Bastrop. A separate governing board oversees Bastrop EDC, which is appointed by the Bastrop City Council, and consists of individuals from the community and related governmental entities in the area. City of Bastrop employees also manage the operations of Bastrop EDC. Bastrop EDC has been reported as a discretely presented component unit because the governing board is not identical to the governing body of the City, Bastrop EDC does not solely serve the City of Bastrop, and the City of Bastrop has the ability to impose its will on Bastrop EDC. Separate financial statements for Bastrop EDC can be obtained from the City of Bastrop Finance Department.

C. Basis of Presentation - Government-wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while the business-type activities column incorporates data from the City's enterprise funds. Separate financial states are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

As discussed earlier, the City has a discretely presented component unit. Bastrop EDC is shown in a separate column in the government-wide financial statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements; however, interfund services that are provided and used are not eliminated. Elimination of these charges would distort the direct costs and program revenues for the various functions concerned.

D. Basis of Presentation – Fund Financial Statements

The fund financial statements provide information about the City's funds, including its fiduciary fund and blended component unit. Separate financial statements for each fund category – governmental, proprietary and fiduciary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

The ***General Fund*** is the City's primary operating fund. It is utilized to account for all financial resources, except those required to be accounted for in other funds.

The ***Debt Service Fund*** is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest, and related costs.

The ***Hotel/Motel Fund*** is used to account for the receipt and expenditure of funds received by the City from the assessment of hotel and motel occupancy tax.

The ***Combination Revenue/Tax Bond, Series 2018 Fund*** is used to account for the receipt of bond funds in relation to this specific bond issue and application of the funds in accordance with stated requirements.

The City reports the following major enterprise funds:

The ***Water/Wastewater Fund*** is utilized to account for the financial activities related to the provision of water and wastewater services to residents of the government.

The ***Bastrop Power & Light Fund*** is utilized to account for the financial activities related to the provision of electricity services to residents of the government.

Additionally, the City reports the following fund types:

The ***Internal Service Fund*** has been established by the City to account for activities related to vehicle and equipment replacement services provided to other departments within the City on a cost-reimbursement basis.

The ***Agency Fund*** accounts for the receipt, temporary investment, and remittance of funds held in a fiduciary capacity for others.

During the course of operations, the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds or advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported as gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

E. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources.* The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financials statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recognized when earned and expenses are recorded when a liability is incurred, regardless of the time of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements have been met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the government.

Proprietary funds are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. The agency fund has not measurement focus but utilizes the *accrual basis of accounting* for reporting its assets and liabilities.

F. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Cash, Cash Equivalents, and Investments

The City maintains a pooled cash account. Each fund whose monies are deposited in the pooled cash account has equity therein, and interest earned on the investment of these monies is allocated based upon relative equity at the previous month end.

Investments for the City are reported at fair value, except for the position in investment pools. The City's investments in Pools are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method.

The City has adopted a written investment policy regarding the investment of its funds as defined in the Public Funds Investment Act, Chapter 2256, Texas Governmental Code. In summary, the City is authorized to invest in the following:

- Obligations of the United States or its agencies and instruments;
- Obligations of State of Texas or its agencies and instrumentalities; and
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities.

Fairview Cemetery Permanent Fund

The City is permanent trustee for the perpetual care trust fund that is used to support the maintenance, repair and care of all places in the cemetery. Net appreciation on investments can be spent for this purpose as authorized by the Council. The City classifies the amount that can be authorized for expenditure by the Council as restricted expendable net position, and the policy for authorizing and spending investment income is the total-return policy.

Inventories and prepaid items

Inventories are valued at cost using the first-in/first-out (FIFO) method and consist of expendable supplies and utility operations minor equipment and repair parts. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks, and utility systems), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 and an estimated useful life of more than one year.

As the City constructs or acquires additional capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life. Donated capital assets are recorded at their acquisition cost, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date.

Land, water rights, and construction in progress are not depreciated. The other property, plant, equipment, and infrastructure of the primary government are depreciated using the straight line method over the following estimated useful lives:

Assets	Years
Buildings	20 - 30
Machinery and equipment	5 - 20
Vehicles	5 - 10
Improvements	10 - 20
Infrastructure	50
Water distribution	50

Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Post-Employment Benefits.

Supplemental Death Benefit. For purposes of measuring the total Texas Municipal Retirement System Supplemental Death Benefit Fund (TMRS SDBF) OPEB liability, related deferred outflows and inflows of resources, and expense, City specific information about its total TMRS SDBF liability and additions to/deductions from the City's total TMRS SDBF liability have been determined on the same basis as they are reported by TMRS. The TMRS SDBF expense and deferred (inflows)/outflows of resources related to TMRS SDBF, primarily result from changes in the components of the total TMRS SDBF liability. Most changes in the total TMRS SDBF liability will be included in TMRS SDBF expense in the period of the change. For example, changes in the total TMRS SDBF liability resulting from current-period service cost, interest on the TOL, and changes of benefit terms are required to be included in TMRS SDBF expense immediately. Changes in the total TMRS SDBF liability that have not been included in TMRS SDBF expense are required to be reported as deferred outflows of resources or deferred inflows of resources related to TMRS SDBF.

Retiree Health Insurance. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained from a report prepared by a consulting actuary.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

- Deferred losses on bond refunding – A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

- Pension and OPEB contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.

- Changes in actuarial assumptions related to the pension and OPEB plans – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

- Difference in expected and actual pension and experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. These separate financial statements element, deferred inflows or resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has the following items that qualify for reporting in this category.

- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five-year period.

- Difference in expected and actual pension and OPEB experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

- Deferred gains on bond refunding – A deferred gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

- The governmental funds report unavailable revenues from three sources: property taxes, municipal court fines and notes receivable. These amounts are reported as deferred inflows of resources and are recognized as an inflow of resources in the period that the amounts become available.

Net Position Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements as flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned fund balance.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The Council has be ordinance authorized the City Manager to assign fund balance. The City Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

G. Revenues and Expenditures/Expenses

Program Revenues

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use or directly benefit from goods services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

Property Taxes

The City levies its taxes on October 1 in conformity with Subtitle E, Texas Property Tax Code. Taxes are due upon receipt of the tax bill and are past due and subject to interest if not paid by February 1 of the year following the October 1 levy date. The assessed value of the property tax roll on January 1, 2017, upon which the levy for the current fiscal year was based, was $863,072,067. Taxes are delinquent if not paid by February 1st of the following calendar year. Delinquent taxes are subject to both penalty and interest charges plus 15% delinquent collection fees for attorney costs.

The tax rates assessed for the current fiscal year, to finance general fund and debt service fund operations were $.3643 and $.1997, respectively, for a total tax rate of $.564 per $100 valuation. The total tax levy for the General Fund and Debt Service Fund for the current fiscal year was $5,117,211.

Compensated Absences

Vacation. The City's policy permits employees to accumulate earned but unused vacation benefits, which are eligible for payment upon separation from government service. The liability for such leave is reported as incurred in the government-wide and proprietary fund financial statements. A liability for those amounts is recorded in the governmental funds only if the liability has matured as a result of employee resignations or retirements.

Sick Leave. Accumulated sick leave lapses when employees leave the employment of the government and, upon separation from service, no obligation exists.

Proprietary Funds Operating and Nonoperating Revenues and Expenses

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water/Wastewater and Bastrop Power and Light funds are charges to customers for sales and services. The Water/Wastewater Fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

As of September 30, 2018, the Hunter's Crossing Permanent Improvement Development Fund has a deficit fund balance of $95,221. The deficit fund balance is expected to be funded with future property tax revenues.

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS

A. Deposits and Investments

Chapter 2256 of the Texas Government Code (the Public Funds Investment Act) authorizes the City to invest its funds under a written investment policy (the "Investment Policy") that primarily emphasizes safety of principal, availability of liquidity to meet the City's obligations and market rate of return. The Investment Policy defines what constitutes the legal list of investments allowed under the policy, which excludes certain investment instruments allowed under Chapter 2256 of the Texas Government Code.

The City's deposits and investments are invested pursuant to the Investment Policy. The Investment Policy includes a list of authorized investment instruments and a maximum allowable stated maturity of any individual investment. In addition, it includes an "Investment Strategy" that specifically addresses limitations on instruments, diversification, and maturity scheduling.

The City is authorized to invest in the following investment instruments provided that they meet the guidelines of the Investment Policy:

Obligations of the United States of America, its agencies and instrumentalities;

Certificates of deposit issued by a bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas, or by a savings and loan association or a savings bank organized under Texas law, the law of another state, or federal law, that has its main office or a branch office in Texas and that is guaranteed or insured by the Federal Deposit insurance or its successor or secured by obligations in a manner and amount provided by law for deposits for the City.

Money market mutual funds that are 1) registered and regulated by the Securities and Exchange commission, 2) have a dollar weighted average stated maturity of 90 days or less, 4) rated AAA by at least one nationally recognized rating service, and 4) seek to maintain a net position value of $1 per share;

Local government investment pools, which 1) meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and 3) are authorized by resolution or ordinance by the Council.

The City participates in TexPool, which is a local government investment pool, established in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and operates under the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. The State Comptroller oversees TexPool, with Federated Investors managing the daily operations of the pool under a contract with the State Comptroller. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The Advisory Board members review the Investment Policy and management fee structure.

The Texas Term Local Government Investment ("TexasTerm") is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. TexasTerm was created in 1981 by contract among its participating governmental units and is governed by a board of directors. PFM Fund Distributors and PFM Asset Management (PFM) act as co-administrators, providing investment management services, participant services, and marketing, respectively. PFM provides custodial, transfer agency, fund accounting, and depository services.

The Cooperative Liquid Assets Securities System – Texas ("CLASS") is a public funds investment pool under Section 2256.016 of the Public Funds Investment Act, Chapter 2256, Texas Government Code. CLASS is created under an Amended and Restated Trust Agreement, dated as of May 1, 2001 (the "Agreement") among certain Texas governmental entities investing in the pool (the "Participants"), Municipal Investors Services Corporation ("MBIA-MISC") as program administrator, and Wells Fargo as custodian. CLASS is not SEC-registered and is not subject to regulation by the State of Texas. Under the Agreement, however, CLASS is administered and supervised by a seven-member board of trustees (the "Board"), whose members are investment officers of the Participants, elected by the Participants for overlapping two-year terms. In the Agreement and by resolution of the Board, CLASS has contracted with MBIA-MISC to provide for the investment and management of the public funds of CLASS. Separate financial statements for CLASS may be obtained by contacting MBIA Asset Management at 815-A Brazos Street, Suite 345, Austin, Texas 78701-9996 or by calling (800) 707-6242.

The City's investment pools have a redemption notice period of one day and may redeem daily. The investment pool's authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national or state emergency that affects the pool's liquidity.

The City categorizes its fair value measurements within a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 inputs are inputs—other than quoted prices included within Level 1—that are observable for an asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

As of September 30, 2018, the City had the following investments measured at fair value or net asset value per share:

	Reported Value	Fair Value Measurement Using	% of Total	Weighted Average Maturity (Days)	Rating
Primary government					
Local Government Investment Pools:					
TexPool	$ 1,816,543	N/A	5.46%	28	AAAm
Texas CLASS	5,011,630	N/A	15.05%	78	AAAm
Texas Term	6,559,087	N/A	19.70%	87	AAAm
Total investment pools	13,387,260				
Brokered certificates of deposit (1)	11,279,575	Level 2	33.88%	3	AA+
US Government Bonds (2)	3,484,410	Level 2	10.46%	20	AA+
	14,763,985				
Total primary government	28,151,245				
Component unit					
Local Government Investment Pools:					
TexPool	3,138,186	N/A	9.42%	28	AAAm
Texas CLASS	2,007,978	N/A	6.03%	78	AAAm
Total investment pools	5,146,164				
Total component unit	5,146,164				
Total reporting entity	$ 33,297,409				

The following pricing models were used to value securities:
(1) Present value of expected future cash flow model.
(2) Option-adjusted discounted cash flow model or documented trade history in exact security.

In compliance with the Public Funds Investments Act, the City has adopted a deposit and investment policy. That policy addresses the following risks.

Interest Rate Risk – Investments are exposed to interest rate risk if changes in market interest rates will adversely affect the fair value of an investment. The City's policy is to invest in securities maturing less than two years from the date of purchase, and the portfolio will have a weighted average maturity of 365 days or less. The City's investments included investment pools and, therefore, were not exposed to interest rate risk as of year-end.

Credit Risk – State statute requires that investments in Local Government Investment Pools be rated AAA or the equivalent by a nationally recognized credit rating agency. The investment pools and US Government Bonds were rated by Standards & Poor's.

Custodial Credit Risk – In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statues require that all deposits in financial institutions be fully collateralized by U. S. Government obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits. At year-end, the City's entire deposit balance was collateralized with securities held by the pledging financial institution or covered by FDIC insurance.

As of year-end, the City held restricted cash and investments for the following purposes.

Business-type activities:	
Community impact fees	$ 1,372,088
Accelerated recovery fee	88,418
Capital improvements-bond funds	527,591
XS Ranch well mitigation	250,008
Debt service	1,284,295
	$ 3,522,400

B. Receivables

Amounts are aggregated into a single accounts receivable (net of allowance for uncollectible) line for certain funds and aggregated columns. Below is a detail of receivable for the major and nonmajor funds of the governmental funds of the City, including the applicable allowances for uncollectible accounts.

	General Fund	Debt Service Fund	Hotel/Motel Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
Receivables:					
Property taxes	$ 158,243	$ 127,775	$ -	$ 1,760	$ 287,778
Sales tax	772,984	-	-	-	772,984
Franchise taxes	55,510	-	-	-	55,510
Hotel/Motel taxes	-	-	232,764	-	232,764
Accounts receivable	160,826	-	-	5,620	166,446
Court fines and fees	660,535	-	-	-	660,535
Gross receivables	1,808,098	127,775	232,764	7,380	2,176,017
Less: allowance for uncollectibles	(602,393)	(6,388)	-	(88)	(608,869)
Net receivables	$ 1,205,705	$ 121,387	$ 232,764	$ 7,292	$ 1,567,148

Revenues of the Water/Wastewater and Bastrop Power and Light Funds, enterprise funds, are reported net of uncollectible amounts. The uncollectible amounts related to the Water/Wastewater and Bastrop Power and Light Funds are $5,064 and $19,922, respectively.

C. Capital Assets

Capital asset activity for the year ended September 30, 2018, was as follows:

	Beginning Balance	Additions	Transfers/ Retirements	Ending Balance
Governmental activities:				
Capital assets, not being depreciated:				
Land	$ 5,098,868	$ 3,400	$(237,004)	$ 4,865,264
Construction in progress	399,424	24,876	(399,425)	24,875
Total assets not being depreciated	5,498,292	28,276	(636,429)	4,890,139
Capital assets, being depreciated:				
Buildings and improvements	13,806,378	1,525,749	-	15,332,127
Machinery, equipment, vehicles	6,771,413	956,257	(49,198)	7,678,472
Infrastructure	21,860,606	161,009	-	22,021,615
Total capital assets being depreciated	42,438,397	2,643,015	(49,198)	45,032,214
Less accumulated depreciation:				
Buildings and improvements	(3,810,195)	(326,091)	-	(4,136,286)
Machinery, equipment, vehicles	(4,118,642)	(626,491)	29,372	(4,715,761)
Infrastructure	(5,242,487)	(673,502)	-	(5,915,989)
Total accumulated depreciation	(13,171,324)	(1,626,084)	29,372	(14,768,036)
Total capital assets being depreciated, net	29,267,073	1,016,931	(19,826)	30,264,178
Governmental activities capital assets, net	$ 34,765,365	$ 1,045,207	$(656,255)	$ 35,154,317

Depreciation expense was charged to the functions/programs of the governmental activities of the primary government as follows:

Governmental activities:	
General government	$ 892,411
Public safety	229,125
Development services	18,902
Community services	140,061
Economic development	218,943
Capital assets helf by the City's internal service fund are charged to the various functions based on their usage of the assets.	126,642
Total depreciation expense - governmental activities	$ 1,626,084

	Beginning Balance	Additions	Transfers/ Retirements	Ending Balance
Business-type activities:				
Capital assets, not being depreciated:				
Land	$ 1,541,613	$ -	$ -	$ 1,541,613
Water rights	2,933,621	-	-	2,933,621
Construction in progress	2,068,345	370,703	(15,600)	2,423,448
Total assets not being depreciated	6,543,579	370,703	(15,600)	6,898,682
Capital assets, being depreciated:				
Buildings and improvements	498,366	-	-	498,366
Machinery, equipment and vehicles	2,767,509	-	(45,868)	2,721,641
Infrastructure	34,294,085	2,396,072	-	36,690,157
Total capital assets being depreciated	37,559,960	2,396,072	(45,868)	39,910,164
Less accumulated depreciation:				
Buildings and improvements	(186,927)	(21,248)	-	(208,175)
Machinery, equipment and vehicles	(1,704,969)	(209,857)	45,868	(1,868,958)
Infrastructure	(10,726,956)	(832,398)	-	(11,559,354)
Total accumulated depreciation	(12,618,852)	(1,063,503)	45,868	(13,636,487)
Total capital assets being depreciated, net	24,941,108	1,332,569	-	26,273,677
Business-type activities capital assets, net	$ 31,484,687	$ 1,703,272	$(15,600)	$ 33,172,359

D. Defined Benefit Pension Plan

Plan Descriptions. The City participates as one of 883 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agency multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Sections 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at *www.tmrs.org*.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided. TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment

options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

At the date the plan began, the City granted monetary credits for service rendered before the plan began of a theoretical amount equal to two times what would have been contributed by the employee, with interest, prior to establishment of the plan. Monetary credits for service since the plan began are 200% of the employee's accumulated contributions.

Beginning in 2004, the City granted an annually repeating (automatic) basis a monetary credit referred to as an updated service credit (USC) which is a theoretical amount which takes into account salary increases or plan improvements. If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer match plus employer financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, initiated in 2004, the City provided on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

A summary of plan provisions for the City are as follows:

Employee deposit rate	6%
Matching ratio (City to employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	25 years to any age, 5 years at age 60 and above
Updated Service Credit	100% repeating
Annuity increase to retirees	70% of CPI repeating

Employees covered by benefit terms

At the December 31, 2017 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	52
Inactive employees entitled to but not yet receiving benefits	52
Active employees	127
	231

Contributions. The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are with 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contributions rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 6% of their annual gross earnings during the fiscal year. The contribution rates for the City were 11.57% and 11.36% in calendar years 2017 and 2018, respectively. The City's contributions to TMRS for the year ended September 30, 2018, were $811,103, and were equal to the required contributions.

Net Pension Liability. The City's Net Pension Liability (NPL) was measured as of December 31, 2017, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total Pension Liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	3.0% per year
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment, with male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment are used with males rates multiplied by 109% and female rates multiplied by 103% with a 3-year set-forward for both males and females. In addition, a 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2010 to December 31, 2014. They were adopted in 2015 and first used in the December 31, 2015 actuarial valuation. The post-retirement mortality assumption for healthy annuitants and Annuity Purchase Rate (APRs) are based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. In conjunction with these changes first used in the December 31, 2013 valuation, the System adopted the Entry Age Normal actuarial cost method and a one-time change to the amortization policy. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended

investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Domestic Equity	17.5%	4.55%
International Equity	17.5%	6.35%
Core Fixed Income	10.0%	1.00%
Non-Core Fixed Income	20.0%	3.90%
Real Return	10.0%	3.80%
Real Estate	10.0%	4.50%
Absolute Return	10.0%	3.75%
Private Equity	5.0%	7.50%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statue. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2016	$ 17,043,475	$ 13,750,145	$ 3,293,330
Changes for the year:			
Service cost	949,690	-	949,690
Interest	1,162,037	-	1,162,037
Difference between expected and actual experience	151,268	-	151,268
Contributions - employer	-	759,882	(759,882)
Contributions - employee	-	394,062	(394,062)
Net investment income	-	1,905,936	(1,905,936)
Benefit payments, including refunds of employee contributions	(605,903)	(605,903)	-
Administrative expense	-	(9,876)	9,876
Other changes	-	(501)	501
Net changes	1,657,092	2,443,600	(786,508)
Balance at 12/31/2017	$ 18,700,567	$ 16,193,745	$ 2,506,822

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) of 1-percentage-higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	$ 5,486,668	$ 2,506,822	$ 97,240

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. The report may be obtained on the Internet at *www.tmrs.org*.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.

For the year ended September 30, 2018, the City recognized pension expense of $883,255. At September 30, 2018, the City reported deferred outflows and inflows of related to pensions from the following sources:

Primary Government:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 139,165	$ 11,937
Changes in actuarial assumptions	36,481	-
Difference between projected and actual investment earnings	-	415,943
Contributions subsequent to the measurement date	599,015	-
Total	$ 774,661	$ 427,880

Discretely Presented Component Unit:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 4,839	$ 415
Changes in actuarial assumptions	1,268	-
Difference between projected and actual investment earnings	-	14,462
Contributions subsequent to the measurement date	20,827	-
Total	$ 26,934	$ 14,877

$599,015 and $20,827 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2019. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expenses as follows:

Primary Government:

For the Year Ended September 30,	
2019	$ 78,171
2020	5,757
2021	(156,736)
2022	(179,426)
Total	$(252,234)

Discretely Presented Component Unit:

For the Year Ended September 30,	
2019	$ 2,718
2020	200
2021	(5,449)
2022	(6,239)
Total	$(8,770)

E. Defined Other Post-Employment Benefits (OPEB) – Retiree Health Plan

Plan Description. The City offers its retired employees health insurance benefits through a single-employer defined benefit OPEB plan, under City policy. This plan is administered by the City and it has the authority to establish and amend the benefit terms and financing arrangements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits and Contributions. Effective June 1, 2016, retirees who are at least 58 years old at retirement and have at least 25 or more years of service with the City are eligible for City paid health coverage until they reach 65 or become eligible for Medicare. The City pays the premium for the eligible retired members, otherwise the retired employee pays a premium. Dependents of the retired employee are not eligible for any City contribution but may be eligible to continue coverage under the City's group health insurance plan in accordance with COBRA. Additionally, eligible retirees receive $2,000 life insurance fully paid by the City. The City's contributions to the OPEB for the year ended September 30, 2018, were $16,887, which equal benefit payments for retirees.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	3
Active employees	120
Total	123

Actuarial Methods and Assumptions

Significant methods and assumptions were as follows:

Measurement date	September 30, 2018
Inflation	2.50% per annum
Salary increases	2.75% average which includes inflation
Discount rate	3.75% per annum, which includes inflation
Healthcare cost trend rates	5.7% initial medical trend rate for pre-65 retirees decreasing to an ultimate rate of 3.81% in the year 2073

Projections of health benefits are based on the plan as understood by the City and include the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the City and its employees to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities.

A Single Discount Rate of 3.75% was used to measure the total OPEB liability. This Single Discount Rate was based on the municipal bond rates as of the measurement date. The source of the municipal bond rate was Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of September 30, 2018.

Changes in Total OPEB Liability

The City and Discretely Presented Component Unit's total OPEB liability of $629,290 and $37,330, respectively, was measured as of September 30, 2017 and was determined by an actuarial valuation as of September 30, 2018.

	Total OPEB Liability
Balance 9/30/2017	$ 637,172
Changes for the year:	
Service cost	26,393
Interest	24,601
Difference between expected and actual experience	(40,119)
Changes of assumptions	35,460
Contributions - employer	(16,887)
Net changes	29,448
Balance at 9/30/2018	$ 666,620

Assumption Changes. Since the prior valuation, the mortality improvement scale was updated from MP-2016 to the MP-2018 table. Also, the per capita claims costs and trend were updated to reflect recent experience.

Discount Rate Sensitivity Analysis

The following schedule shows the impact of the total OPEB liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (3.75%) in measuring the total OPEB liability.

Discount Rate Sensitivity

	1% Decrease in Discount Rate (2.75%)	Discount Rate (3.75%)	1% Increase in Discount Rate (4.75%)
Total OPEB Liability	$ 716,961	$ 666,620	$ 588,953

Healthcare Cost Trend Rate Sensitivity Analysis

The following schedule shows the impact of the total OPEB liability if the Healthcare Cost Trend Rate used was 1% less than and 1% greater than what was used in measuring the total OPEB liability.

Healthcare Cost Trend Rate

	1% Decrease in Trend Rate (7%)	Trend Rate (8%)	1% Increase in Trend Rate (9%)
Total OPEB Liability	$ 590,808	$ 666,620	$ 757,962

OPEB Expense, and Deferred Outflows and Inflows of Resources Related to OPEB

For the year ended September 30, 2018, the City and Discretely Presented Component Unit recognized OPEB expense of $47,511 and $2,818, respectively. At September 30, 2018, the City reported deferred outflows or resources and deferred inflows of resources related to OPEB from the following sources:

Primary Government:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ -	$ 32,462
Changes in actuarial assumptions	28,692	-
Totals	$ 28,692	$ 32,462

Discretely Presented Component Unit:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ -	$ 1,926
Changes in actuarial assumptions	1,702	-
Totals	$ 1,702	$ 1,926

The deferred outflows and inflows of resources related to the OPEB will be recognized in OPEB expense as follows:

Primary Government:

For the Year Ended September 30,	
2019	$(628)
2020	(628)
2021	(628)
2022	(628)
2023	(628)
Thereafter	(630)

Discretely Presented Component Unit:

For the Year Ended September 30,	
2019	$(37)
2020	(37)
2021	(37)
2022	(37)
2023	(37)
Thereafter	(39)

F. Defined Other Post-Employment Benefits (OPEB) – TMRS Supplemental Death Benefits Fund

Plan Description. The City voluntarily participates in a single-employer other postemployment benefit (OPEB) plan administered by TMRS. The Plan is a group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF). The Plan is established and administered in accordance with the TMRS Act identically to the City's pension plan. SDBF includes coverage for both active and retired members, and assets are commingled for the payment of such benefits. Therefore, the Plan does not qualify as an OPEB Trust in accordance with paragraph 4 of GASB Statement No. 75.

Benefits Provided. The SDBF provides group-term life insurance to City employees who are active members in TMRS, including or not including retirees. The City Council opted into this program via an ordinance, and may terminate coverage under, and discontinue participation in, the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

Payments from this fund are similar to group-term life insurance benefits and are paid to the designated beneficiaries upon the receipt of an approved application for payment. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other employment benefit and is a fixed amount of $7,500.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	39
Inactive employees entitled to but not yet receiving benefits	15
Active employees	127
Total	181

Contributions. The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation, which was 0.16% for 2018 and 0.17% for 2017, of which 0.02% and 0.02%, respectively, represented the retiree-only portion for each year, as a percentage of annual covered payroll. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers. The City's contributions to the SDBF for the years ended September 30, 2018 and 2017 were $1,420 and $1,268, respectively, representing contributions for both active and retiree coverage, which equaled the required contributions each year.

Total OPEB Liability

The City's total OPEB liability of $283,810 was measured as of December 31, 2017 and was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The Total OPEB Liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions:

Inflation rate	2.50% per annum
Discount rate	3.31%
Actuarial cost method	Entry Age Normal Method
Projected salary increases	3.50% to 10.5% including inflation

Administrative expenses for the SDBF are paid through the TMRS Pension Trust Fund and are wholly accounted for under the provisions of GASB Statement No. 68.

Salary increases were based on a service-related table.

Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment, with male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment are used with male rates multiplied by 109% and female rates multiplied by 103% with a 3-year set-forward for both males and females. In addition, a 3% minimum mortality rate is applied to reflect the impairment for younger members who became disabled. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions used in the December 31, 2017 valuation were based on the results of an actuarial experience study for the period December 31, 2010 to December 31, 2014.

The SDBF program is treated as an unfunded OPEB plan because the SDBF trust covers both actives and retirees and the assets are not segregated for these groups. As such, a single discount rate of 3.31% was used to measure the total OPEB liability. Because the plan is essentially a "pay-as-you-go" plan, the single discount rate is equal to the prevailing municipal bond rate. The source of the municipal bond rate was fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2017.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (3.31%) in measuring the Total OPEB Liability.

	1% Decrease in Discount Rate (2.31%)	Discount Rate (3.31%)	1% Increase in Discount Rate (4.31%)
Total OPEB Liability	$ 343,728	$ 283,810	$ 237,344

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at 12/31/2016	$ 236,838
Changes for the year:	
Service cost	15,762
Interest	9,226
Changes of assumptions and other inputs	23,298
Benefit payments	(1,314)
Net changes	46,972
Balance at 12/31/2017	$ 283,810

Changes in assumptions and other inputs reflect a change in the discount rate from 3.78% to 3.3%.

OPEB Expense, and Deferred Outflows of Resources Related to OPEB. For the year ended September 30, 2018, the City and Discretely Presented Component Unit recognized OPEB expense of $28,176 and $980, respectively. There were no changes of benefit terms that affected measurement of the Total OPEB Liability during the measurement period.

At September 30, 2018, the City reported deferred outflows of resources related to other post-employment benefits from the following sources:

Primary Government:

	Deferred Outflows of Resources
Changes in actuarial assumptions	$ 18,488
Contributions subsequent to the measurement date	1,052
Totals	$ 19,540

Discretely Presented Component Unit:

	Deferred Outflows of Resources
Changes in actuarial assumptions	$ 642
Contributions subsequent to the measurement date	37
Totals	$ 679

$1,052 and $37 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB Liability for the year ending September 30, 2019. Other amounts of the reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Primary Government:

For the Year Ended September 30,	
2019	$ 4,028
2020	4,028
2021	4,028
2022	4,028
2023	2,376

Discretely Presented Component Unit:

For the Year Ended September 30,	
2019	$ 140
2020	140
2021	140
2022	140
2023	82

G. Commitments – Construction

The City has active construction projects as of year-end, and had the following commitments with contractors at year end are as follows:

City of Bastrop - Projects	Spent to Date	Remaining Commitment
City Hall Remodel-Architect	$ -	$ 60,000
Elevated Storage Tank - Engineering	339,406	78,250
Air Switch & Reconstruction from Haysel to MLK	-	35,000
Rebuild 3,300 Ft. of line West of Water & Pecan St.	-	54,400
Rebuild 1,900 Ft. of line along Hill St. from Cedar to Spring St	-	46,000
Generators at Central and Gills Branch Lift Stations	-	184,169
WWTP#3 and Collector Lines - Engineering	-	6,059,329
XS Water Line & Water Plant-Engineering	-	830,000
XS Well J & Monitoring Wells	516,737	20,680
Sidewalks Pine to Spring-Engineering	10,371	63,000
	$ 866,514	$ 7,430,828

Economic Development Corporation - Projects	Spent to Date	Remaining Commitment
Technology Dr. Extension & Pond-Engineering	$ 116,657	$ 17,843
Downtown Loop Sidewalk Plans, Permitting & Constr. Oversite-Engineering	47,060	7,440
Agnus/Home Depot Way Extension-Engineering	328,249	251
	$ 491,966	$ 25,534

H. Tax Abatements

The City and Bastrop Economic Development Corporation (BEDC) enter into economic development agreements designed to promote development and redevelopment within the City, stimulate commercial activity, generate additional sales tax and enhance the property tax base and economic vitality of the City. This program refunds property and sales taxes as authorized under Chapter 380 and 501 of the Texas Local Government Code.

In January 2012, BEDC entered into an agreement with a developer to rebate ½ cent of sales tax. Commitments made by the developer include providing a community kiosk, complying with building codes, and maintaining the property in good order and condition. The maximum amount to be rebated is $700,000 over ten years. As of year-end $503,267 was rebated, including $94,593 in the current fiscal year.

The City and BEDC entered into an agreement with a developer in August 2007 to rebate 1 ½ cents of sales tax. The City also agreed to rebate 50% of the incremental increase in property taxes since 2007. Commitments made by the developer include building a project based on guidelines in the agreement, complying with building codes, and maintaining the property in good order and condition. The maximum amount to be rebated by the City and BEDC is $7,370,694 over fifteen years. As of year-end $5,659,212 was rebated, including $960,301 in the current fiscal year.

In April 2012, the City entered into an agreement with a developer to rebate 75% of sales tax and 75% of the incremental increase in property taxes since 2012. Commitments made by the developer include complying with building codes and maintaining the property in good order and condition. The maximum amount to be rebated by the City is $250,000 over seven years. As of year-end $250,000 was rebated. The $250,000 included a $50,000 water line relocation cost provided by the City.

I. Encumbrances

Appropriations in all budgeted funds lapse at the end of the fiscal year even if they have related encumbrances. Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders, contracts, and commitments). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. While all appropriations and encumbrances lapse at year end, valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are re-appropriated and become part of the subsequent year's budget pursuant to state regulations. At September 30, 2018, the City had the following encumbrances at year-end that were re-appropriated in the subsequent year's budget.

General Fund	$ 25,247
Water/Wastewater Fund	$ 15,000
Internal Service Fund	$ 8,000
Bastrop Economic Development Corporation	$ 878,466

J. Risk Management

The City is exposed to various risks of loss related to theft or damage of assets, errors and omissions, injuries to employees, and natural disasters. These risks are covered by the City's participation in the Texas Municipal League Intergovernmental Risk Pool (TMLIRP), a public entity risk pool for the benefit of governmental units located within the state. The Pool is considered a self-sustaining risk pol that provides coverage for its members. The City's contributions to the Pool are limited to the amount of premiums as calculated at the beginning of each fund year. Premiums reflect the claims experience to date of the government. The Pool's liability is limited to the coverage that the City elects as stated in the Pool's Declarations of Coverage for that fund year. Any losses reported but unsettled or incurred and not reported, are believed to be insignificant to the City's financial statements. Settled claims have not exceeded insurance coverage limits for the past three years.

K. Long-term Liabilities

General Obligation Bonds

The City issues general obligation bonds, certificates of obligation, and tax and revenue bonds to provide funds for the acquisition and construction of major capital facilities and improvement projects. Long-term debt of this nature has been issued for both governmental and business-type activities. These debt instruments are direct obligations and pledge the full faith and credit of the City. General obligation bonds and certificates of obligation generally are issued with repayment scheduled to occur as equal amounts of principal maturing each year with maturities that range from 3 to 30 years.

The City issues maintenance tax notes or obtains regular notes payable financing arrangements from banks to provide funds for the acquisition of equipment or minor capital projects. Tax notes and regular notes payable are direct obligations and pledge the full faith and credit of the government. These debt instructions are generally repaid in equal installments of principal and interest over a period of 3 to 10 years.

Long-term liability activity for the year ended September 30, 2018, was as follows:

	Beginning Balance	Additions	Reductions/ Reclassifications	Ending Balance	Due Within One Year
Governmental activities:					
Bonds payable:					
General obligations	$ 12,473,054	$ -	$(992,335)	$ 11,480,719	$ 1,087,803
Certificates of obligation	8,785,613	4,605,000	(557,939)	12,832,674	715,700
Issuance premium	962,231	213,370	(93,736)	1,081,865	-
Total bonds payable	22,220,898	4,818,370	(1,644,010)	25,395,258	1,803,503
Notes payable	341,547	-	(47,368)	294,179	36,952
Compensated absences	223,099	902,930	(906,442)	219,587	43,917
Governmental activities long-term liabilities	$ 22,785,544	$ 5,721,300	$(2,597,820)	$ 25,909,024	$ 1,884,372

For compensated absences, the General Fund normally liquidates 95 percent of the liability, the Convention Center fund normally liquidates 4%, and the remaining 1% is liquidated by other governmental funds. The General Fund primarily liquidates compensated absences. The City receives funds from local businesses and repays the notes payable.

	Beginning Balance	Additions	Reductions/ Reclassifications	Ending Balance	Due Within One Year
Business-type activities:					
Bonds payable:					
General obligation bonds	$ 2,981,944	$ -	$(247,666)	$ 2,734,278	$ 252,197
Certificates of obligation	14,889,387	-	(762,061)	14,127,326	769,300
Issuance premium	564,043	-	(40,590)	523,453	-
Total bonds payable	18,435,374	-	(1,050,317)	17,385,057	1,021,497
Notes payable	420,000	-	(60,000)	360,000	60,000
Compensated absences	64,499	47,469	(53,924)	58,044	11,609
Business-type activities long-term liabilities	$ 18,919,873	$ 47,469	$(1,164,241)	$ 17,803,101	$ 1,093,106

Details of long-term debt obligations outstanding at September 30, 2018 are as follows:

Governmental Activities:

Type	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/2018
Bonds Payable:					
General Obligation Bonds, Series 2005	2005	$ 2,445,000	3.67%	2025	$ 1,100,000
General Obligation Bonds, Series 2006	2006	345,000	4.24%	2026	180,000
Certificates of Obligation, Series 2006 (31.4%)	2006	227,650	4.19%	2026	81,640
General Obligation Bonds, Series 2007	2007	1,220,000	4.08%	2027	695,000
Certificates of Obligation, Series 2007 (11.42%)	2007	264,944	4.04%	2027	150,744
Certificates of Obligation, Series 2010 (83.1%)	2010	6,149,400	3.50-4.25%	2029	1,321,290
General Obligation Limited Tax Ref. Bonds, Series 2010	2010	239,872	2.0-4.0%	2024	115,719
General Obligation Refunding Bonds, Series 2011	2011	4,260,000	2.0-4.0%	2022	1,375,000
General Obligation Refunding and Imp. Bonds, Series 201	2012	2,015,000	2.0-3.0%	2024	1,350,000
Comb. Tax & Rev. Cert. of Oblig., Series 2013 (67.2%)	2013	7,392,000	3.0-4.25%	2033	6,674,000
General Obligation Refunding Bonds, Series 2014	2014	1,695,558	2.0-4.0%	2031	2,225,000
General Obligation Refunding Bonds, Series 2016	2016	2,525,000	2.0-4.0%	2028	1,330,000
General Obligation Refunding Bonds, Series 2017	2017	3,135,000	3.0-4.0%	2029	3,110,000
Comb. Tax & Rev. Cert. of Oblig., Series 2018	2018	4,605,000	3.75-4.0%	2038	4,605,000
Total Bonds Payable					$ 24,313,393
Notes Payable:					
Note Payable - Texas Department of Economic Develop	1999	$ 500,000	0.0%	2019	$ 14,584
Note Payable - Texas Capital Fund - Art Foundry	2011	447,351	0.0%	2031	279,595
Total notes payable					$ 294,179

Business-Type Activities

Type	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/2018
Bonds Payable:					
Certificates of Obligation, Series 2006 (68.6%)	2006	$ 497,350	4.19%	2026	$ 178,360
Certificates of Obligation, Series 2007 (88.58%)	2007	2,055,056	4.04%	2027	1,169,256
General Obligation Limited Tax Ref. Bonds, Series 2010 (90.63%	2010	2,320,128	2.0-4.0%	2024	1,119,278
Comb. Tax & Rev. Cert. of Oblig., Series 2010 (16.9%)	2010	1,250,600	3.50-4.25%	2029	268,710
Comb. Tax & Rev. Cert. of Oblig., Series 2012	2012	4,200,000	2.0-4.0%	2032	3,340,000
Combination Tax & Rev. Cert. of Oblig., Series 2013 (32.8%)	2013	3,608,000	3.0-4.25%	2033	3,256,000
Combination Tax & Rev. Cert. of Oblig., Series 2014 (31.4%)	2014	7,000,000	2.0-3.5%	2034	5,915,000
General Obligation Refunding Bonds, Series 2016 (42.0%)	2016	2,525,000	2.0-4.0%	2028	1,005,000
General Obligation Refunding Bonds, Series 2017 (12.7%)	2017	3,745,000	2.0-3.5%	2029	610,000
Total Bonds Payable					$ 16,861,604
Notes Payable:					
Note payable - Ingram Note	2014	$ 600,000	0.00%	2024	$ 360,000
Total note payable					$ 360,000

Bonds

The City issued $4,605,000 in combination tax and revenue certificates of obligation, series 2018. The bonds have interest rates ranging from 3.0% to 4.0%. The certificates will be used for constructing and improving the City's streets, drainage, sidewalks, right-of-way and bride repair. Additionally, the funds will be used for legal, fiscal and engineering cost for projects.

The debt service requirements for the government's bonds, loans, and notes are as follows:

Governmental Activities:

	Governmental Activities					
	Bonds Payable		Notes Payable		Totals	
Year Ended September 30,	Principal	Interest	Principal	Interest	Principal	Interest
2019	$ 1,803,503	$ 887,536	$ 36,952	$ -	$ 1,840,455	$ 887,536
2020	1,855,697	849,043	22,368	-	1,878,065	849,043
2021	1,964,752	782,134	22,368	-	1,987,120	782,134
2022	2,027,035	708,462	22,368	-	2,049,403	708,462
2023	1,887,694	631,150	22,368	-	1,910,062	631,150
2024-2028	7,879,712	2,194,577	111,840	-	7,991,552	2,194,577
2029-2033	5,605,000	832,749	55,915	-	5,660,915	832,749
2034-2038	1,290,000	143,913	-	-	1,290,000	143,913
Totals	$ 24,313,393	$ 7,029,564	$ 294,179	$ -	$ 24,607,572	$ 7,029,564

Business-type Activities

Year Ended September 30,	Business-Type Activities				Totals	
	Bonds Payable		Notes Payable			
	Principal	Interest	Principal	Interest	Principal	Interest
2019	$ 1,021,497	$ 564,801	$ 60,000	$ -	$ 1,081,497	$ 564,801
2020	1,064,303	534,424	60,000	-	1,124,303	534,424
2021	1,100,248	502,606	60,000	-	1,160,248	502,606
2022	1,197,965	468,283	60,000	-	1,257,965	468,283
2023	1,242,306	430,312	60,000	-	1,302,306	430,312
2024-2028	5,920,289	1,557,924	60,000	-	5,980,289	1,557,924
2029-2033	4,850,000	612,198	-	-	4,850,000	612,198
2034	464,996	16,275	-	-	464,996	16,275
Totals	$ 16,861,604	$ 4,686,823	$ 360,000	$ -	$ 17,221,604	$ 4,686,823

L. Interfund Balances

The composition of interfund balances as of September 30, 2018 is as follows:

Receivable Fund	Payable Fund	Amount
General Fund	Hunters Crossing PID (nonmajor governmental)	$ 67,905
General Fund	Grants Fund (nonmajor governmental)	260,775
Total		$ 328,680

The outstanding balances between funds result mainly from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. These amounts also include balance of working capital loans made to nonmajor governmental funds which the General Fund expects to collect in the subsequent year.

M. Advances from/ to other funds

Receivable Fund	Payable Fund	Amount
Bastrop Power & Light	General Fund	$ 144,914
Total		$ 144,914

The amount payable to the Bastrop Power & Light fund relates to a loan for RMS System. An annual payment for $42,000 will be made by the General Fund in subsequent years.

N. Interfund Transfers

The composition of interfund transfers for the year ended September 30, 2018 is as follows:

	Transfers in:					
	Governmental Funds			Proprietary Funds		
	General Fund	Debt Service	Nonmajor Gov. Funds	Water/ Wastewater	Internal Service	Totals
Transfers out:						
General Fund	$ -	$ -	$ -	$ -	$ 37,500	$ 37,500
Hotel/Motel Tax	-	515,366	676,279	-	-	1,191,645
Nonmajor -						
Governmental	2,412	-	7,727	24,651	-	34,790
Bastrop Power & Light	557,750	-	-	409,200	100,000	1,066,950
Nonmajor Enterprise	256,500	-	152,700	483,439	-	892,639
Totals	$ 816,662	$ 515,366	$ 836,706	$ 917,290	$ 137,500	$ 3,223,524

During the year, recurring transfers are used to 1) move revenues from a fund with collection authority to another fund with related expenditure requirements, 2) move General Fund resources to provide subsidies to other funds as needs arise, 3) move resources from proprietary funds to governmental funds to subsidize governmental activities as budgeted, and 4) move resources for the start-up of the City's vehicle and equipment replacement program reported in an internal service fund.

O. Discretely Presented Component Unit – Bastrop Economic Development Corporation (Bastrop EDC)

Capital assets activity for Bastrop EDC for the year ended September 30, 2018 was as follows:

Component Unit - Bastrop Economic Development Corporation

	Balance 10/1/2017	Increases	Decreases	Balance 9/30/2018
Capital assets, not being depreciated:				
Land	$ 844,671	$ -	$ -	$ 844,671
Construction in progress	135,723	456,184	-	591,907
Total capital assets, not being depreciated	980,394	456,184	-	1,436,578
Capital assets, being depreciated:				
Buildings and improvements	895,379	-	(49,786)	845,593
Machinery, equipment, and vehicles	8,301	-	-	8,301
Total capital assets, being depreciated	903,680	-	(49,786)	853,894
Less accumulated depreciation for:				
Buildings and improvements	(325,984)	(16,213)	16,859	(325,338)
Machinery, equipment, and vehicles	(3,598)	(1,660)	-	(5,258)
Total accumulated depreciation	(329,582)	(17,873)	16,859	(330,596)
Total capital assets being deprecated, net	574,098	(17,873)	(32,927)	523,298
Component unit capital assets, net	$ 1,554,492	$ 438,311	$(32,927)	$ 1,959,876

Details of long-term debt obligations outstanding for Bastrop EDC at September 30, 2018 are as follows:

Component Unit- Bastrop Economic Development

Type	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/2018
Bonds Payable:					
Sales Tax and Revenue Refunding Bonds, Series 2006	2006	$ 2,005,000	4.61%	2020	$ 110,000
Sales Tax and Revenue Bonds, Series 2018	2018	$ 1,250,000	3.39%	2033	1,250,000
Total Bonds Payable					$ 1,360,000
Notes Payable:					
City of Bastrop	1999	$ 500,000	0.00%	2019	$ 12,500
City of Bastrop	2014	600,000	0.00%	2024	360,000
Total Notes Payable					$ 372,500
Due to City of Bastrop:					
13.88% of Cert. of Oblig., Series 2010	2010	$ 1,027,120	3.5-4.25%	2022	$ 220,692
24.2% Cert. of Oblig., Series 2013	2013	2,662,000	3.0-4.25%	2033	2,405,000
13.4% General Oblig. Refunding, Series 2017	2017	500,000	3-4%	2029	500,000
Total Due to City of Bastrop					$ 3,125,692

Long-term debt activity for Bastrop EDC for the year ended September 30, 2018 was as follows:

Description	Balance 10/1/2017	Additions	Deletions	Balance 9/30/2018	Due in One Year
General obligation bonds	$ 165,000	$ 1,250,000	$(55,000)	$ 1,360,000	$ 115,000
Notes payable	457,501	-	(85,001)	372,500	72,500
Due to City of Bastrop - bonds	3,243,190	-	(117,498)	3,125,692	125,274
Compensated absences	15,653	13,313	(12,645)	16,321	3,264
Total Component Unit	$ 3,881,344	$ 1,263,313	$(270,144)	$ 4,874,513	$ 316,038

Bonds

The Bastrop Economic Development Corporation issued $1,250,000 in sales tax and revenue bonds, series 2018. The bonds have an interest rate of 3.39%. The bond will be used for various construction projects.

The debt service requirements for Bastrop EDC bonds and notes payable are as follows:

	Bastrop EDC					
	Bonds Payable		Notes Payable		Totals	
Year Ended September 30,	Principal	Interest	Principal	Interest	Principal	Interest
2019	$ 240,274	$ 176,149	$ 72,500	$ -	$ 312,774	$ 176,149
2020	253,968	160,458	60,000	-	313,968	160,458
2021	207,990	150,639	60,000	-	267,990	150,639
2022	256,460	142,969	60,000	-	316,460	142,969
2023	265,000	133,371	60,000	-	325,000	133,371
2024-2028	1,566,000	515,654	60,000	-	1,626,000	515,654
2029-2033	1,696,000	197,672	-	-	1,696,000	197,672
Totals	$ 4,485,692	$ 1,476,912	$ 372,500	$ -	$ 4,858,192	$ 1,476,912

P. Contingencies

The government participates in various federal grant programs, the principal of which are subject to program compliance audits pursuant to the Single Audit Act as amended. Accordingly, the government's compliance with applicable grant requirements will be established at a future date. The amount of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the government anticipates such amounts, if any, will be immaterial.

The City was not involved in litigation as of year-end that in the opinion of City's legal counsel would have a material adverse effect on the financial condition of the City.

Q. Future Financial Reporting Requirements

Significant new accounting standards not yet implemented by the City include the following.

Statement No. 84, *Fiduciary Activities* – This statement establishes criteria for identifying fiduciary activities of governments and for identifying fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The statement will become effective for the City in fiscal year 2020.

Statement No. 87, *Leases* – This statement changes the recognition requirements for certain lease assets and liabilities for leases that are currently classified as operating leases. This statement will become effective for the City in fiscal year 2021.

R. Prior Period Adjustment

During fiscal year 2018, the City adopted GASB Statement No. 75, *Accounting and Reporting for Post-Employment Benefits Other Than Pensions*. With GASB 75, the City must assume its Total OPEB Liability. Adoption of GASB 75 required a prior period adjustment to report the effect of the standard retroactively. As such, beginning net position was restated by $179,832 for governmental activities, $48,066 for business-type activities, and $7,925 for the discretely presented component unit.

In the prior year, capital assets were overstated by $33,009. As a result, net position was restated at the beginning of the year for the discretely presented component unit.

REQUIRED
SUPPLEMENTARY INFORMATION

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CITY OF BASTROP, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Property taxes	$ 3,326,107	$ 3,326,107	$ 3,363,901	$ 37,794
Sales taxes	4,519,816	4,569,816	4,889,377	319,561
Franchise taxes	478,800	478,800	440,077	(38,723)
Licenses and permits	513,500	613,500	752,253	138,753
Intergovernmental	92,352	98,427	97,747	(680)
Charges for service	537,244	537,244	555,631	18,387
Fines	331,000	331,000	289,002	(41,998)
Investment earnings	40,500	40,500	62,775	22,275
Contributions and donations	3,500	3,500	2,061	(1,439)
Miscellaneous	70,000	70,000	185,204	115,204
Total revenues	9,912,819	10,068,894	10,638,028	569,134
EXPENDITURES				
Current:				
General government:				
Legislative	41,470	41,470	38,344	3,126
Organizational	199,660	302,205	297,505	4,700
City Manager	362,125	362,125	362,642	(517)
City Secretary	138,196	138,196	136,020	2,176
Finance	1,277,836	1,255,161	1,252,232	2,929
Human resources	194,788	194,788	195,759	(971)
Information technology	461,522	470,522	465,526	4,996
Public works	1,327,943	1,331,494	1,325,568	5,926
Building maintenance	262,633	290,033	279,431	10,602
Public safety:				
Police	3,017,079	3,058,737	2,988,878	69,859
Fire	540,865	540,865	528,617	12,248
Municipal court	335,842	335,842	315,898	19,944
Development services:				
Planning	795,101	895,101	901,494	(6,393)
Community services:				
Recreation	128,701	128,701	121,951	6,750
Parks	1,010,810	923,007	864,920	58,087
Library	723,459	723,459	722,597	862
Capital outlay	282,000	574,727	481,328	93,399
Total expenditures	11,100,030	11,566,433	11,278,710	287,723
Excess (deficiency) of revenues over expenditures	(1,187,211)	(1,497,539)	(640,682)	856,857
OTHER FINANCING SOURCES (USES)				
Transfers in	816,711	816,711	816,662	(49)
Transfers out	(37,500)	(37,500)	(37,500)	-
Insurance recoveries	-	-	2,243	2,243
Sale of general capital assets	-	-	376	376
Total other financing sources (uses)	779,211	779,211	781,781	2,570
Net change in fund balances	(408,000)	(718,328)	141,099	859,427
Fund balance- beginning	3,748,643	3,748,643	3,748,643	-
Fund balance- ending	$ 3,340,643	$ 3,030,315	$ 3,889,742	$ 859,427

CITY OF BASTROP, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

HOTEL/MOTEL TAX FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance With
	Original	Final	Actual	Final Budget
REVENUES				
Hotel/motel taxes	$ 2,875,000	$ 2,875,000	$ 2,844,403	$(30,597)
Investment earnings	7,000	7,000	35,366	28,366
Total revenues	2,882,000	2,882,000	2,879,769	(2,231)
EXPENDITURES				
Current:				
Economic development:				
Donations	695,000	695,000	379,012	315,988
Bastrop marketing corporation	1,441,000	1,441,000	1,441,000	-
Special events	60,835	60,835	50,762	10,073
Total expenditures	2,196,835	2,196,835	1,870,774	326,061
Excess (deficiency) of revenues over expenditures	685,165	685,165	1,008,995	323,830
OTHER FINANCING SOURCES (USES)				
Transfers out	(1,172,895)	(1,172,895)	(1,191,645)	(18,750)
Total other financing sources (uses)	(1,172,895)	(1,172,895)	(1,191,645)	(18,750)
Net change in fund balance	(487,730)	(487,730)	(182,650)	305,080
Fund balance - beginning	2,629,042	2,629,042	2,629,042	-
Fund balance - ending	$ 2,141,312	$ 2,141,312	$ 2,446,392	$ 305,080

CITY OF BASTROP, TEXAS

NOTES TO BUDGETARY INFORMATION

SEPTEMBER 30, 2018

Budgetary Basis of Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the General Fund, Hotel/motel Tax Fund, and Debt Service Fund. Capital projects funds are appropriated on a project-length basis. Other special revenue funds and the permanent fund do not have appropriated budgets since other means control the use of these resources (e.g., grant awards and endowment requirements) and sometimes span a period of more than one fiscal year.

The appropriated budget is prepared by fund and department. The government's department heads make transfers of appropriations within a department. Transfers of appropriations between departments require the approval of the Council. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the department level.

Appropriations in all budgeted funds lapse at the end of the fiscal year even if they have related encumbrances. Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders, contracts, and commitments). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. While all appropriations and encumbrances lapse at year end, valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are re-appropriated and become part of the subsequent year's budget pursuant to state regulations.

Expenditures exceeded appropriations in the General Fund in the city manager, human resources and planning departments, by $517, $971 and $6,393, respectively.

CITY OF BASTROP, TEXAS

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Measurement Date December 31,	2014	2015	2016	2017
A. Total pension liability				
Service Cost	$ 647,254	$ 765,716	$ 877,585	$ 949,690
Interest (on the Total Pension Liability)	906,043	992,085	1,065,490	1,162,037
Difference between expected and actual experience	19,757	93,002	(22,910)	151,268
Changes of assumptions	-	134,544	-	-
Benefit payments, including refunds of employee contributions	(394,341)	(411,888)	(445,883)	(605,903)
Net change in total pension liability	1,178,713	1,573,459	1,474,282	1,657,092
Total pension liability - beginning	12,817,021	13,995,734	15,569,193	17,043,475
Total pension liability - ending (a)	$ 13,995,734	$ 15,569,193	$ 17,043,475	$ 18,700,567
B. Plan fiduciary net position				
Contributions - employer	$ 497,753	$ 584,017	$ 656,980	$ 759,882
Contributions - employee	313,054	327,229	362,639	394,062
Net investment income	618,954	17,476	834,607	1,905,936
Benefit payments, including refunds of employee contributions	(394,341)	(411,888)	(445,883)	(605,903)
Administrative expense	(6,461)	(10,647)	(9,427)	(9,876)
Other	(531)	(526)	(508)	(501)
Net change in plan fiduciary net position	1,028,428	505,661	1,398,408	2,443,600
Plan fiduciary net position - beginning	10,817,648	11,846,076	12,351,737	13,750,145
Plan fiduciary net position - ending (b)	$ 11,846,076	$ 12,351,737	$ 13,750,145	$ 16,193,745
C. Net pension liability - ending (a) - (b)	$ 2,149,658	$ 3,217,456	$ 3,293,330	$ 2,506,822
D. Plan fiduciary net position as a percentage of total pension liability	84.64%	79.33%	80.68%	86.59%
E. Covered payroll	$ 5,217,564	$ 5,453,817	$ 6,043,976	$ 6,567,702
F. Net position liability as a percentage of covered payroll	41.20%	58.99%	54.49%	38.17%

Note: GASB Statement No. 68 requires 10 years of data to be provided in this schedule. As of September 30, 2018, only 4 years are included and additional years will be added in the future as the information becomes available.

CITY OF BASTROP, TEXAS

SCHEDULE OF PENSION CONTRIBUTIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Fiscal Year Ended September 30,	2014	2015	2016	2017	2018
Actuarial determined contribution	$ 494,007	$ 551,472	$ 668,216	$ 723,434	$ 811,103
Contributions in relation to the actuarially determined contribution	494,007	551,472	668,216	723,434	811,103
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 5,140,859	$ 5,317,314	$ 6,170,226	$ 6,340,147	$ 7,098,873
Contributions as a percentage of covered payroll	9.61%	10.37%	10.83%	11.41%	11.43%

Note: GASB Statement No. 68 requires 10 years of data to be provided in this schedule. As of September 30, 2018, only 5 years are included and additional years will be added in the future as the information becomes available.

NOTES TO SCHEDULE OF PENSION CONTRIBUTIONS

Valuation Date	Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	28 years
Asset Valuation Method	10 Year smoothed market; 15% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 10.5% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2015 valuation pursuant to an experience study of the period 2010-2014.
Mortality	RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis of with scale BB.

Other Information	There were no benefit changes during the year.

CITY OF BASTROP, TEXAS

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS POSTEMPLOYMENT RETIREE HEALTH CARE

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Measurement Date September 30,	**2018**
A. Total OPEB liability	
Service Cost	$ 26,393
Interest (on the Total OPEB Liability)	24,601
Difference between expected and actual experience	(40,119)
Changes of assumptions and other inputs	35,460
Contributions - employer	(16,887)
Net change in Total OPEB liability	29,448
Total OPEB liability - beginning	637,172
Total OPEB liability - ending (a)	$ 666,620
B. Covered-employee payroll	$ 7,098,873
C. Total OPEB liability as a percentage of covered-employee payroll	9.39%

Notes to Schedule:

- No assets are accumulated in a trust for the retiree health care plan to pay related benefits that meets the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.*
- This schedule is required to have 10 years of information, but the information prior to 2018 is not available.

CITY OF BASTROP, TEXAS

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM - SUPPLEMENTAL DEATH BENEFITS FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Measurement Date December 31,	**2017**
A. Total OPEB liability	
Service Cost	$ 15,762
Interest (on the Total OPEB Liability)	9,226
Changes of assumptions and other inputs	23,298
Benefit payments, including refunds of employee contributions	(1,314)
Net change in Total OPEB liability	46,972
Total OPEB liability - beginning	236,838
Total OPEB liability - ending (a)	$ 283,810
B. Covered-employee payroll	$ 6,567,702
C. Total OPEB liability as a percentage of covered-employee payroll	4.32%

Notes to Schedule:

- No assets are accumulated in a trust for the supplemental death beneifts plan to pay related benefits that meets the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.*
- This schedule is required to have 10 years of information, but the information prior to 2017 is not available.
- Included in the changes of assumptions was a reduction to the discount rate from 3.81% to 3.31%.

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COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

NONMAJOR SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for specific revenues that are legally restricted or committed to expenditure for particular purposes.

Designated – This fund is used to account for the receipt and expenditure of funds restricted for a particular purpose by an outside entity.

Bastrop Convention Center – This fund is used to account for the operating activities and maintenance of the Bastrop Convention Center.

Main Street Project – This fund is used to account for the receipt and disbursement of funds received for the benefit of the Main Street improvement project.

Bastrop Art in Public Places – This fund is used to account for the receipt and disbursement of funds received for the benefit of the city art initiative.

Library Board – This fund is used to account for the application of any gifts and donations received for the benefit of the library.

Fairview Cemetery – This fund was established for the receipt and reimbursement of funds received for the benefit of City cemeteries.

Hunters Crossing PID – This fund is used to account for the general operating activities of the Hunters Crossing Public Improvement District, a blended component unit of the city.

Arena – This fund is used to account for committed resources for the City's Arena, and disbursements of funds.

PERMANENT FUND

Permanent Funds are used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the government's programs.

Fairview Cemetery Permanent Fund - This fund is used to account for an endowment whose earnings are restricted to expenditures for the benefit of city cemeteries.

NONMAJOR CAPITAL PROJECTS FUNDS

Capital Projects Funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary and trust funds.

Park/Trail Dedication Fund – This fund is used to account for the receipt and disbursement of funds received for special improvement projects related to city parks and trails.

Combination Revenue/Tax Bond, Series 2013 – This fund is used to account for the receipt of bond funds received in relation to this specific bond issue and application of the funds in accordance with stated requirements.

Grants Fund – This fund is used to account for grants received related to capital projects and the application of the funds in accordance with stated requirements.

NONMAJOR PROPRIETARY FUNDS

Community Impact Fees - This fund is used to account for receipt of new development fees to help fund and pay for the construction or needed expansion of off-site capital improvements.

Accelerated Recovery Fees - This fund is used to account for receipt of new development fees in the Hunters Crossing subdivision to help pay for construction costs or needed expansion of capital improvements.

CITY OF BASTROP, TEXAS

COMBINING BALANCE SHEET

NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2018

	Special Revenue Funds			
	Designated Fund	Bastrop Convention Center	Main Street Project	Bastrop Art in Public Places
ASSETS				
Cash and cash equivalents	$ 690,715	$ 985,488	$ -	$ 145,276
Taxes receivable, net	-	-	-	-
Due from other governments	-	-	-	-
Accounts receivable	5,620	-	-	-
Total assets	696,335	985,488	-	145,276
LIABILITIES				
Accounts payable	4,867	38,930	-	5,065
Accrued liabilities	-	8,270	-	-
Due to other funds	-	-	-	-
Customer deposits	-	25,503	-	-
Total liabilities	4,867	72,703	-	5,065
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - property taxes	-	-	-	-
Total deferred inflows of resources	-	-	-	-
FUND BALANCES				
Nonspendable:				
Endowment	-	-	-	-
Restricted for:				
Cemetery	-	-	-	-
Capital projects	-	-	-	-
Traffic safety	628,336	-	-	-
Culture and recreation	-	-	-	140,211
PEG channels	63,132	-	-	-
Committed for:	-			
Economic development	-	912,785	-	-
Arena	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	691,468	912,785	-	140,211
Total liabilities, deferred inflows of resources, and fund balances	$ 696,335	$ 985,488	$ -	$ 145,276

Special Revenue Funds				Permanent Fund	Capital Project Funds
Library Board	Fairview Cemetery	Hunters Crossing PID	Arena	Fairview Cemetery	Park/Trail Dedication
$ 31,903	$ 214,217	$ -	$ 107,533	$ 385,570	$ 108,115
-	-	1,672	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
31,903	214,217	1,672	107,533	385,570	108,115
1,278	1,324	27,314	202	-	9
-	730	-	-	-	-
-	-	67,905	-	-	-
-	-	-	-	-	-
1,278	2,054	95,219	202	-	9
-	-	1,674	-	-	102,366
-	-	1,674	-	-	102,366
-	-	-	-	385,570	-
-	212,163	-	-	-	-
-	-	-	-	-	5,740
-	-	-	-	-	-
30,625	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	107,331	-	-
-	-	(95,221)	-	-	-
30,625	212,163	(95,221)	107,331	385,570	5,740
$ 31,903	$ 214,217	$ 1,672	$ 107,533	$ 385,570	$ 108,115

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CITY OF BASTROP, TEXAS

COMBINING BALANCE SHEET

NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2018

	Capital Project Funds		
	Combination Revenue/ Tax Bond Series 2013	Grants Fund	Total Non-Major Governmental Funds
ASSETS			
Cash and cash equivalents	$ 1,319,491	$ -	$ 3,988,308
Taxes receivable, net	-	-	1,672
Due from other governments	-	273,192	273,192
Accounts receivable	-	-	5,620
Total assets	1,319,491	273,192	4,268,792
LIABILITIES			
Accounts payable	718	12,417	92,124
Accrued liabilities	-	-	9,000
Due to other funds	-	260,775	328,680
Customer deposits	-	-	25,503
Total liabilities	718	273,192	455,307
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	-	-	104,040
Total deferred inflows of resources	-	-	104,040
FUND BALANCES			
Nonspendable:			
Endowment	-	-	385,570
Restricted for:			
Cemetery	-	-	212,163
Capital projects	1,318,773	-	1,324,513
Traffic safety	-	-	628,336
Culture and recreation	-	-	170,836
PEG channels	-	-	63,132
Committed for:			
Economic development	-	-	912,785
Arena	-	-	107,331
Unassigned	-	-	(95,221)
Total fund balances	1,318,773	-	3,709,445
Total liabilities, deferred inflows of resources, and fund balances	$ 1,319,491	$ 273,192	$ 4,268,792

CITY OF BASTROP, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Special Revenue Funds			
	Designated Fund	Bastrop Convention Center	Main Street Project	Bastrop Art in Public Places
REVENUES				
Property taxes	$ -	$ -	$ -	$ -
Franchise taxes	22,891	-	-	-
Licenses and permits	-	-	-	-
Intergovernmental	1,901	30,408	-	-
Charges for services	-	213,950	-	-
Fines and forfeitures	28,577	-	-	-
Investment earnings	10,463	14,562	-	2,039
Contributions and donations	21,924	100,200	-	-
Miscellaneous	20,592	-	-	-
Total revenues	106,348	359,120	-	2,039
EXPENDITURES				
Current:				
Public safety	70,805	-	-	-
Community services	1,316	-	-	-
Economic development	-	1,024,099	-	41,084
Capital outlay	21,800	-	-	-
Total expenditures	93,921	1,024,099	-	41,084
Excess (deficiency) of revenues over expenditures	12,427	(664,979)	-	(39,045)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	753,938	3,380	75,041
Transfers out	-	(3,380)	-	-
Insurance recoveries	-	-	-	-
Total other financing sources (uses)	-	750,558	3,380	75,041
Net change in fund balances	12,427	85,579	3,380	35,996
Fund balances - beginning	679,041	827,206	(3,380)	104,215
Fund balances - ending	$ 691,468	$ 912,785	$ -	$ 140,211

Special Revenue Funds				Permanent Fund	Capital Project Funds
Library Board	Fairview Cemetery	Hunters Crossing PID	Arena	Fairview Cemetery	Park/Trail Dedication
$ -	$ -	$ 377,025	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	400	-	-
-	-	-	-	-	-
-	124,725	-	-	-	-
-	-	-	-	-	-
482	2,628	891	1,656	5,145	554
30,850	-	-	-	-	-
-	-	-	-	-	-
31,332	127,353	377,916	2,056	5,145	554
-	-	-	-	-	-
19,975	105,076	-	7,580	-	-
-	-	517,599	-	-	-
-	10,880	-	23,056	-	-
19,975	115,956	517,599	30,636	-	-
11,357	11,397	(139,683)	(28,580)	5,145	554
-	4,347	-	-	-	-
(2,412)	-	-	-	(4,347)	-
-	-	-	25,256	-	-
(2,412)	4,347	-	25,256	(4,347)	-
8,945	15,744	(139,683)	(3,324)	798	554
21,680	196,419	44,462	110,655	384,772	5,186
$ 30,625	$ 212,163	$(95,221)	$ 107,331	$ 385,570	$ 5,740

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CITY OF BASTROP, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Capital Project Funds		
	Combination Revenue/ Tax Bond Series 2013	Grants	Total Non-Major Governmental Funds
REVENUES			
Property taxes	$ -	$ -	$ 377,025
Franchise taxes	-	-	22,891
Licenses and permits	-	-	400
Intergovernmental	-	1,146,823	1,179,132
Charges for services	-	-	338,675
Fines and forfeitures	-	-	28,577
Investment earnings	20,574	-	58,994
Contributions and donations	-	-	152,974
Miscellaneous	-	-	20,592
Total revenues	20,574	1,146,823	2,179,260
EXPENDITURES			
Current:			
Public safety	-	-	70,805
Community services	-	41,087	175,034
Economic development	2,253	-	1,585,035
Capital outlay	116,657	1,081,085	1,253,478
Total expenditures	118,910	1,122,172	3,084,352
Excess (deficiency) of revenues over expenditures	(98,336)	24,651	(905,092)
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	836,706
Transfers out	-	(24,651)	(34,790)
Insurance recoveries	-	-	25,256
Total other financing sources (uses)	-	(24,651)	827,172
Net change in fund balances	(98,336)	-	(77,920)
Fund balances - beginning	1,417,109	-	3,787,365
Fund balances - ending	$ 1,318,773	$ -	$ 3,709,445

CITY OF BASTROP, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

DEBT SERVICE FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance With
	Original	Final	Actual	Final Budget
REVENUES				
Property taxes	$ 1,816,397	$ 1,827,397	$ 1,834,774	$ 7,377
Contributions and donations	-	-	-	-
Investment earnings	9,500	9,500	11,216	1,716
Total revenues	1,825,897	1,836,897	1,845,990	9,093
EXPENDITURES				
Debt service:				
Principal	1,550,274	1,550,274	1,550,274	-
Interest and other	804,001	815,001	802,101	12,900
Total expenditures	2,354,275	2,365,275	2,352,375	12,900
Excess (deficiency) of revenues over expenditures	(528,378)	(528,378)	(506,385)	21,993
OTHER FINANCING SOURCES (USES)				
Transfers in	496,616	496,616	515,366	18,750
Total other financing sources (uses)	496,616	496,616	515,366	18,750
Net change in fund balance	(31,762)	(31,762)	8,981	40,743
Fund balance- beginning	62,817	62,817	62,817	-
Fund balance- ending	$ 31,055	$ 31,055	$ 71,798	$ 40,743

CITY OF BASTROP, TEXAS

COMBINING STATEMENT OF NET POSITION

NONMAJOR ENTERPRISE FUNDS

SEPTEMBER 30, 2018

	Nonmajor Enterprise Funds		Total
	Community Impact Fee Fund	Accelerated Recovery Fee Fund	Non-Major Enterprise Funds
ASSETS			
Cash and cash equivalents-restricted	$ 1,372,088	$ 88,418	$ 1,460,506
Total assets	1,372,088	88,418	1,460,506
LIABILITIES			
Accounts payable	12,450	-	12,450
Total liabilities	12,450	-	12,450
NET POSITION			
Restricted for capital improvements	1,359,638	88,418	1,448,056
Total net position	$ 1,359,638	$ 88,418	$ 1,448,056

CITY OF BASTROP, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

NONMAJOR ENTERPRISE FUNDS

FOR THE YEAR END SEPTEMBER 30, 2018

	Nonmajor Enterprise Funds		Total
	Community Impact Fee Fund	Accelerated Recovery Fee Fund	Non-Major Enterprise Funds
Operating revenues:			
Charges for services	$ 752,341	$ -	$ 752,341
Total operating revenues	752,341	-	752,341
Operating expenses:	-	-	-
Operating income	752,341	-	752,341
Nonoperating revenues			
Investment earnings	24,633	3,153	27,786
Total nonoperating revenues	24,633	3,153	27,786
Income before transfers	776,974	3,153	780,127
Transfers out	(720,021)	(172,618)	(892,639)
Change in net position	56,953	(169,465)	(112,512)
Net position- beginning	1,302,685	257,883	1,560,568
Net position- ending	$ 1,359,638	$ 88,418	$ 1,448,056

CITY OF BASTROP, TEXAS

COMBINING STATEMENT OF CASH FLOWS

NONMAJOR ENTERPRISE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Nonmajor Enterprise Funds		Total
	Community Impact Fee Fund	Accelerated Recovery Fee Fund	Non-Major Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	$ 1,219,516	$ -	$ 1,219,516
Net cash provided by operating activities	1,219,516	-	1,219,516
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers out to other funds	(707,571)	(172,618)	(880,189)
Net cash used by noncapital noncapital financing activities	(707,571)	(172,618)	(880,189)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest on investments	24,633	3,153	27,786
Net cash provided by investing activities	24,633	3,153	27,786
Net increase (decrease) in cash and cash equivalents	536,578	(169,465)	367,113
Cash and cash equivalents - beginning	835,510	257,883	1,093,393
Cash and cash equivalents - ending	1,372,088	88,418	1,460,506
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	752,341	-	752,341
Adjustments to reconcile operating income to net cash provided by operating activities:			
(Increase) decrease in accounts receivable	467,175	-	467,175
Net cash provided by operating activities	$ 1,219,516	$ -	$ 1,219,516

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STATISTICAL SECTION

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STATISTICAL SECTION
(Unaudited)

This part of City of Bastrop, Texas' comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents	**Page**
Financial Trends These schedules contain trend information to help the reader understand how the City's financial performance has changed over time.	83 – 91
Revenue Capacity These schedules contain trend information to help the reader assess the factors affecting the City's ability to generate its electric utility, sales tax and property tax revenues.	92 – 98
Debt Capacity These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and its ability to issue additional debt in the future.	99 – 104
Economic and Demographic Indicators These schedules contain economic and demographic information to help the reader understand the environment within which the City's financial activities take place.	105 – 107
Operating Information These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.	108 – 110

CITY OF BASTROP, TEXAS

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS

	Fiscal Year			
	2009	2010	2011	2012
Governmental activities:				
Net investment in capital assets	$ 2,155,157	$(4,960,857)	$ 5,875,370	$ 10,566,114
Restricted	986,735	9,380,765	6,046,673	7,373,576
Unrestricted	4,033,594	(236,597)	(2,389,362)	(854,428)
Total governmental activities net position	$ 7,175,486	$ 4,183,311	$ 9,532,681	$ 17,085,262
Business-type activities:				
Net investment in capital assets	$ 16,335,785	$ 19,320,722	$ 16,135,372	$ 13,211,924
Restricted	-	-	-	-
Unrestricted	5,767,731	6,658,219	5,594,939	7,391,011
Total business-type activities net position	$ 22,103,516	$ 25,978,941	$ 21,730,311	$ 20,602,935
Primary government:				
Net investment in capital assets	$ 18,490,942	$ 14,359,865	$ 22,010,742	$ 23,778,038
Restricted	986,735	9,380,765	6,046,673	7,373,576
Unrestricted	9,801,325	6,421,622	3,205,577	6,536,583
Total primary government net position	$ 29,279,002	$ 30,162,252	$ 31,262,992	$ 37,688,197

TABLE 1

Fiscal Year					
2013	2014	2015	2016	2017	2018
$ 11,429,156	$ 9,963,117	$ 11,651,156	$ 11,918,463	$ 14,539,682	$ 19,769,501
4,910,969	9,159,680	8,756,852	8,066,547	7,742,134	4,099,691
2,499,071	2,209,515	5,446,370	5,326,377	4,292,982	4,077,598
$ 18,839,196	$ 21,332,312	$ 25,854,378	$ 25,311,387	$ 26,574,798	$ 27,946,790
$ 11,738,002	$ 12,316,742	$ 13,333,175	$ 15,553,195	$ 16,164,723	$ 16,812,087
2,660,151	669,651	838,596	931,191	2,016,705	2,732,351
5,210,587	8,546,144	8,571,980	8,127,577	8,485,463	8,587,217
$ 19,608,740	$ 21,532,537	$ 22,743,751	$ 24,611,963	$ 26,666,891	$ 28,131,655
$ 23,167,158	$ 22,279,859	$ 24,984,331	$ 27,471,658	$ 30,704,405	$ 36,581,588
7,571,120	9,829,331	9,595,448	8,997,738	9,758,839	6,832,042
7,709,658	10,755,659	14,018,350	13,453,954	12,778,445	12,664,815
$ 38,447,936	$ 42,864,849	$ 48,598,129	$ 49,923,350	$ 53,241,689	$ 56,078,445

CITY OF BASTROP, TEXAS

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS

	Fiscal Year			
	2009	2010	2011	2012
EXPENSES				
Governmental activities:				
General government	$ 5,150,600	$ 6,394,947	$ 6,295,882	$ 8,045,054
Public safety	2,356,890	2,464,313	2,648,635	2,792,144
Developmental services	-	-	-	-
Community development	1,567,019	1,773,439	1,997,802	1,983,502
Health	79,169	76,812	75,991	78,982
Economic development & assistance	-	-	-	-
Cemetery	15,816	-	-	-
Interest on long-term debt	810,338	986,607	1,403,348	1,065,553
Depreciation	-	-	-	-
Total governmental activities expenses	9,979,831	11,696,118	12,421,658	13,965,235
Business-type activities:				
Water and wastewater utilities	2,654,152	2,790,906	3,061,719	3,174,942
Electric utility	6,049,776	5,727,753	5,871,322	6,198,430
Other nonmajor	3,619	67,305	19,207	129,198
Total business-type activities expenses	8,707,547	8,585,964	8,952,248	9,502,570
Total primary government program expenses	$ 18,687,378	$ 20,282,082	$ 21,373,906	$ 23,467,805
PROGRAM REVENUES				
Governmental activities:				
Charges for services:				
General government	$ 1,087,944	$ 1,255,484	$ 1,318,457	$ 1,351,258
Public safety	295,240	256,551	275,307	230,014
Community services	-	-	65,615	69,011
Health	27,932	-	-	-
Economic development & assistance	-	-	-	-
Operating grants and contributions	91,918	249,725	393,095	200,007
Capital grants and contributions	577,643	-	173,903	3,404,918
Total governmental activities program revenues	2,080,677	1,761,760	2,226,377	5,255,208
Business-type activities:				
Charges for services:				
Water and wastewater utilities	3,111,828	3,071,126	3,445,382	3,610,941
Electric utility	7,071,534	6,771,854	6,966,650	7,395,021
Other nonmajor	295,177	195,354	96,354	893,389
Operating grants and contributions	-	-	-	-
Capital grants and contributions	-	-	-	-
Total business-type activities program revenues	10,478,539	10,038,334	10,508,386	11,899,351
Total primary government program revenues	$ 12,559,216	$ 11,800,094	$ 12,734,763	$ 17,154,559
NET (EXPENSE) REVENUES				
Governmental activities	$(7,899,154)	$(9,934,358)	$(10,195,281)	$(8,710,027)
Business-type activities	1,770,992	1,452,370	1,556,138	2,396,781
Total primary government net expense	$(6,128,162)	$(8,481,988)	$(8,639,143)	$(6,313,246)

TABLE 2

Fiscal Year					
2013	2014	2015	2016	2017	2018
$ 3,714,276	$ 2,823,226	$ 3,000,666	$ 4,461,447	$ 4,790,876	$ 5,042,504
3,784,611	3,744,040	3,589,294	4,342,768	4,169,672	3,995,531
-	-	711,905	923,089	692,326	919,670
3,071,077	3,214,589	3,207,923	2,914,278	1,880,293	2,015,727
-	-	-	-	-	-
2,865,227	4,067,024	2,976,087	2,497,292	3,350,167	3,910,783
-	-	-	-	-	-
680,369	1,008,265	1,030,527	926,159	807,460	853,401
-	-	-	-	-	-
14,115,560	14,857,144	14,516,402	16,065,033	15,690,794	16,737,616
3,748,334	3,694,129	3,882,671	3,960,331	4,487,471	4,747,676
6,188,383	6,673,346	6,861,785	6,184,527	6,104,456	6,351,799
620,614	683,574	47,028	36,186	5,324	-
10,557,331	11,051,049	10,791,484	10,181,044	10,597,251	11,099,475
$ 24,672,891	$ 25,908,193	$ 25,307,886	$ 26,246,077	$ 26,288,045	$ 27,837,091
$ 1,437,935	$ 413,374	$ 1,035,377	$ 1,061,694	$ 1,371,930	$ 1,676,873
1,067,556	925,131	932,848	266,292	31,697	95,706
293,186	86,472	36,480	66,705	87,616	125,125
-	-	-	-	-	-
133,686	130,920	137,891	153,125	144,912	166,757
130,520	390,712	428,497	278,349	237,019	150,396
408,312	2,988,454	1,878,711	629,416	1,063,268	1,306,839
3,471,195	4,935,063	4,449,804	2,455,581	2,936,442	3,521,696
3,851,172	3,960,434	4,288,849	4,654,955	4,983,380	5,100,581
6,854,109	7,304,225	7,415,588	6,446,305	6,903,151	7,171,253
789,918	893,112	261,102	336,791	1,046,108	752,341
-	-	-	-	12,032	-
-	600,000	47,889	-	-	90,214
11,495,199	12,757,771	12,013,428	11,438,051	12,944,671	13,114,389
$ 14,966,394	$ 17,692,834	$ 16,463,232	$ 13,893,632	$ 15,881,113	$ 16,636,085
$(10,644,365)	$(9,922,081)	$(10,066,598)	$(13,609,452)	$(12,754,352)	$(13,215,920)
937,868	1,706,722	1,221,944	1,257,007	2,347,420	2,014,914
$(9,706,497)	$(8,215,359)	$(8,844,654)	$(12,352,445)	$(10,406,932)	$(11,201,006)

CITY OF BASTROP, TEXAS

GENERAL REVENUES AND TOTAL CHANGE IN NET POSITION

LAST TEN FISCAL YEARS

	Fiscal Year			
	2009	2010	2011	2012
NET EXPENSES				
Governmental activities:	$(7,899,154)	$(9,934,358)	$(10,195,282)	$(8,710,027)
Business-type activities:	1,626,056	1,452,370	1,556,138	2,396,781
Total primary government net expense	$(6,273,098)	$(8,481,988)	$(8,639,144)	$(6,313,246)
GENERAL REVENUES AND OTHER				
Governmental activities:				
Taxes				
Property taxes	$ 3,182,745	$ 3,362,419	$ 3,557,551	$ 3,947,319
Sales taxes	2,508,969	2,606,584	2,722,333	3,194,452
Franchise taxes	365,838	375,077	404,582	431,129
Other taxes	2,202,096	2,172,473	2,512,219	2,568,635
Penalty and interest	63,574	73,518	58,562	72,164
Grants and contributions not rest.	91,076	122,691	98,733	-
Miscellaneous revenue	135,334	511,770	296,242	892,755
Gain on sale of assets	-	-	-	-
Investment earnings	97,964	76,892	31,639	86,562
Special item - resource	47,821	37,782	40,431	44,774
Special item (use)	4,423	4,065	3,179	7,344
Transfers in (out)	(1,431,720)	(2,401,089)	928,594	(1,201,295)
Total governmental activities general revenues and other	7,268,120	6,942,182	10,654,065	10,043,839
Business-type activities:				
Sales taxes	-	-	-	-
Miscellaneous revenue	230,872	-	-	3,353
Investment earnings	68,051	21,968	14,412	14,066
Special item (use)	-	-	-	-
Transfers in (out)	1,251,118	2,401,088	(928,594)	1,201,295
Total business-type activities general revenues and other	1,550,041	2,423,056	(914,182)	1,218,714
Total primary government general revenues	$ 8,818,161	$ 9,365,238	$ 9,739,883	$ 11,262,553
CHANGE IN NET POSITION				
Governmental activities	$(631,034)	$(2,992,176)	$ 458,783	$ 1,333,812
Business-type activities	3,176,097	3,875,426	641,956	3,615,495
Total primary government	$ 2,545,063	$ 883,250	$ 1,100,739	$ 4,949,307

TABLE 3

Fiscal Year					
2013	2014	2015	2016	2017	2018
$(10,644,365)	$(9,922,081)	$(10,066,598)	$(13,609,452)	$(12,754,352)	$(13,215,920)
937,868	1,706,722	1,221,944	1,263,408	2,347,420	2,014,914
$(9,706,497)	$(8,215,359)	$(8,844,654)	$(12,346,044)	$(10,406,932)	$(11,201,006)
$ 4,294,978	$ 4,619,684	$ 4,806,931	$ 5,671,902	$ 5,374,085	$ 5,758,745
3,352,264	3,538,097	4,021,662	4,325,273	4,430,848	4,815,099
412,730	454,377	486,694	495,709	464,908	462,968
2,501,546	2,737,816	2,850,062	2,777,935	2,686,099	2,844,403
-	-	-	-	-	-
205,651	-	-	-	-	-
126,303	64,532	46,176	79,626	84,484	402,887
-	-	-	-	15,270	49,619
20,427	18,787	19,380	74,232	131,122	190,986
-	-	-	-	-	-
(9,537)	-	3,330,054	-	-	-
(2,469,672)	439,179	500,248	(358,216)	748,152	1,042,299
8,434,690	11,872,472	16,061,207	13,066,461	13,934,968	15,567,006
-	-	-	-	-	-
98,600	52,672	150,808	181,324	153,534	335,789
11,910	9,064	14,490	65,264	130,344	204,426
-	-	627,566	-	-	-
2,469,672	(439,179)	(500,248)	358,216	(748,152)	(1,042,299)
2,580,182	(377,443)	292,616	604,804	(464,274)	(502,084)
$ 11,014,872	$ 11,495,029	$ 16,353,823	$ 13,671,265	$ 13,470,694	$ 15,064,922
$(2,209,675)	$ 1,950,391	$ 5,994,609	$(542,991)	$ 1,180,616	$ 2,351,086
3,518,050	1,329,279	1,514,560	1,868,212	1,883,146	1,512,830
$ 1,308,375	$ 3,279,670	$ 7,509,169	$ 1,325,221	$ 3,063,762	$ 3,863,916

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CITY OF BASTROP, TEXAS

FUND BALANCES
GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS

	Fiscal Year									
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
General Fund										
Non-spendable	$ -	$ -	$ -	$ -	$ 45,362	$ 56,011	$ 136,887	$ 82,553	$ 28,273	$ 53,226
Restricted	-	-	-	-	-	-	-	-	-	-
Assigned	-	-	-	-	-	-	-	89,868	217,328	217,328
Unassigned	2,187,883	2,515,443	2,059,480	3,294,416	3,530,544	4,707,026	5,365,120	3,661,166	3,503,042	3,307,157
Total general fund	$ 2,187,883	$ 2,515,443	$ 2,059,480	$ 3,294,416	$ 3,575,906	$ 4,763,037	$ 5,502,007	$ 3,833,587	$ 3,748,643	$ 3,577,711
All other governmental funds										
Nonspendable	$ -	$ -	$ -	$ -	$ -	$ 512	$ 83,913	$ 383,789	$ 385,956	$ 385,570
Restricted for:										
Capital projects	-	-	-	-	755,047	5,297,045	4,019,033	2,369,536	1,422,295	6,030,501
Debt service	-	-	-	-	707,322	736,729	804,205	230,749	62,817	71,798
Other restricted	5,604,401	9,380,765	5,926,375	7,269,212	-	57,463	19,959	24,026	39,315	63,132
Cemetery	-	-	-		607,655	648,832	558,234	186,500	196,419	212,163
Public improvement district	-	-	-	-	87,098	161,579	187,892	132,794	44,462	-
Traffic safety	-	-	-	-	639,090	621,945	631,613	639,377	639,726	628,336
Culture & recreation	-	-	-	-	114,949	121,182	46,708	124,559	125,895	170,836
Economic development	-	-	-	-	1,905,557	2,148,817	2,015,834	2,265,766	2,629,042	2,446,392
Committed for:										
Economic development	-	-	-	-	1,038,897	1,044,994	1,077,854	1,225,851	827,206	912,785
Arena	-	-	-	-	-	-	-	24,167	110,655	107,331
Unassigned	2,412,513	167,536	1,034,177	1,102,144	-	-	-	-	(4,564)	(95,221)
Total all other governmental funds	$ 8,016,914	$ 9,548,301	$ 6,960,552	$ 8,371,356	$ 5,855,615	$ 10,839,098	$ 9,445,245	$ 7,607,114	$ 6,479,224	$ 10,933,623

CITY OF BASTROP, TEXAS

CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS

	Fiscal Year									
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
REVENUES										
Property taxes	$ 3,326,158	$ 3,668,631	$ 3,859,531	$ 4,266,992	$ 4,243,734	$ 4,536,737	$ 4,741,831	$ 4,998,616	$ 5,266,699	$ 5,575,700
Sales taxes	2,508,969	2,606,584	2,722,333	3,194,452	3,352,264	3,538,097	4,021,662	4,371,880	4,492,652	4,889,377
Hotel/motel taxes	2,202,096	1,970,512	2,247,985	2,276,444	2,501,546	2,737,816	2,850,062	2,777,935	2,686,099	2,844,403
Franchise taxes	365,838	375,077	404,582	431,129	412,730	454,377	486,694	495,709	464,908	462,968
Licenses and permits	150,664	104,149	97,305	135,408	143,768	153,841	213,904	187,729	247,174	752,653
Intergovernmental	1,614,689	1,231,197	1,691,978	1,625,928	1,960,454	531,182	728,094	656,385	1,037,098	1,276,879
Service fees	72,172	70,418	90,526	278,350	269,570	263,304	709,339	745,419	754,803	338,675
Fines and forfeitures	323,673	324,465	346,568	366,040	1,080,535	1,144,202	653,730	563,971	362,397	317,579
Investments earnings	97,964	76,854	31,640	26,315	20,427	18,788	19,380	70,100	119,133	174,339
Miscellaneous	145,889	667,249	394,975	2,124,631	197,675	348,371	443,233	530,322	880,451	360,831
Total revenues	10,808,112	11,095,136	11,887,423	14,725,689	14,182,703	13,726,715	14,867,929	15,398,066	16,311,414	16,993,404
EXPENDITURES										
Current:										
General government	1,805,523	2,233,336	2,591,833	2,659,338	2,587,881	1,498,735	2,695,518	4,195,350	3,764,359	4,353,027
Public safety	2,470,393	2,196,265	2,433,848	2,776,805	3,218,590	3,424,029	3,349,118	3,558,802	3,698,141	3,904,198
Development services	2,074,168	3,035,287	2,430,328	2,818,297	614,744	670,992	708,518	896,180	666,775	901,494
Public works	1,505,497	1,640,182	2,355,876	1,808,697	-	-	-	-	-	-
Community service	560,947	555,892	609,360	650,615	2,456,957	2,370,344	2,464,526	2,096,550	1,673,443	1,884,502
Economic development	-	-	-	-	2,512,066	3,846,172	2,743,266	2,266,449	3,145,692	3,455,809
Capital outlay	836,126	2,155,806	3,470,556	2,577,411	424,088	2,304,424	1,700,223	1,180,847	2,281,828	1,734,806
Debt service:										
Principal	1,066,729	1,457,967	1,519,243	1,520,438	1,422,705	1,326,185	1,439,775	1,815,125	1,872,455	1,550,274
Interest and other	1,135,654	1,002,209	1,474,101	1,162,345	721,877	1,111,724	1,068,183	973,859	947,412	920,471
Payments to refunded bond escrow agent	-	-	-	-	-	-	-	325,000	-	-
Total expenditures	11,455,037	14,276,944	16,885,145	15,973,946	13,958,908	16,552,605	16,169,127	17,308,162	18,050,105	18,704,581

CITY OF BASTROP, TEXAS

CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
(Continued)
LAST TEN FISCAL YEARS

	Fiscal Year									
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	$(646,925)	$(3,181,808)	$(4,997,722)	$(1,248,257)	$ 223,795	$(2,825,890)	$(1,301,198)	$(1,910,096)	$(1,738,691)	$(1,711,177)
OTHER FINANCING SOURCES (USES)										
Transfers in	1,218,690	1,127,753	2,657,927	2,673,323	2,426,820	2,387,025	2,856,260	2,554,732	1,976,999	2,168,734
Transfers out	(2,650,410)	(3,528,663)	(1,729,333)	(3,874,618)	(4,896,492)	(1,947,846)	(2,356,012)	(4,182,948)	(1,341,347)	(1,263,935)
Issuance of long-term debt	6,135,000	7,400,000	4,260,000	6,315,000	-	7,392,000	1,695,558	1,440,000	3,135,000	4,605,000
Premium of long-term debt	121,803	-	179,469	460,848	-	127,985	185,830	116,968	427,340	213,370
Other resources	47,821	37,782	40,431	44,774	-	475,000	-	-	-	-
Payments to refunded bond escrow agent	-	-	(4,300,560)	(1,732,675)	-	-	(1,819,234)	(1,505,285)	(3,692,139)	-
Insurance recoveries	-	-	-	-	-	-	-	51,757	20,000	27,499
Capital contribution										243,600
Sale of capital assets	4,423	4,065	3,179	7,344	11,626	19,615	-	12,234	4	376
Total other financing sources (uses)	4,877,327	5,040,937	1,111,113	3,893,996	(2,458,046)	8,453,779	562,402	(1,512,542)	525,857	5,994,644
NET CHANGE IN FUND BALANCES	$ 4,230,402	$ 1,859,129	$(3,886,609)	$ 2,645,739	$(2,234,251)	$ 5,627,889	$(738,796)	$(3,422,638)	$(1,212,834)	$ 4,283,467
DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES	18.7%	19.4%	21.1%	18.2%	15.8%	17.1%	17.2%	17.3%	17.9%	14.6%

CITY OF BASTROP, TEXAS
TAXABLE SALES BY CATEGORY
LAST TEN FISCAL YEARS (UNAUDITED)

	Fiscal Year			
	2009	2010	2011	2012
Function/Program				
Agriculture/Forestry/Fishing/Hunting	$ -	$ 38,325	$ 49,454	$ 51,436
Construction	772,931	548,569	2,529,176	612,692
Manufacturing	519,926	502,894	609,479	1,113,311
Wholesale trade	2,064,535	1,537,429	1,532,664	1,897,020
Retail trade	171,365,676	182,220,911	191,434,598	227,250,051
Transportation/warehousing	-	-	-	5,480
Information	1,162,003	1,435,657	1,451,985	1,886,983
Finance/insurance	1,117,241	1,251,733	1,277,053	1,334,575
Professional/scientific/technical	604,404	566,407	619,830	688,357
Real estate/rental/leasing	2,449,809	1,993,012	1,240,362	1,006,683
Admin/support/Waste Mgmt/Remediation Srvs	459,068	415,289	377,390	536,628
Educational Services	8,029	6,502	7,479	5,424
Health Care/Social Assistance	16,296	84,316	108,373	265,225
Arts/Entertainment/Recreation	925,762	884,721	868,901	819,934
Accommodation/Food Services	34,293,028	35,011,335	37,095,419	41,461,897
Other Services (except Public Admin)	4,872,634	4,787,520	5,338,783	5,448,774
Public Administration	-	-	1,361,039	2,728,196
Total	$ 220,631,342	$ 231,284,620	$ 245,901,985	$ 287,112,666
City Direct Sales Tax Rate	1%	1%	1%	1%

Source: Texas Comptroller

(1) Only information for 3 quarters is available

TABLE 6

Fiscal Year					
2013	2014	2015	2016	2017	2018
$ 49,046	$ 52,808	$ 52,920	$ 45,195	$ 26,709	$ 9,784
733,996	813,098	761,185	1,086,071	1,276,755	1,123,881
567,873	1,038,367	1,205,357	750,211	2,195,084	3,556,812
2,180,790	2,151,794	1,822,898	2,153,299	3,242,142	2,413,784
231,643,120	238,982,499	277,256,866	297,431,573	305,663,642	243,187,471
58,825	64,042	42,575	54,272	44,023	17,747
2,268,905	5,165,014	6,285,357	6,069,450	6,121,756	5,337,927
1,430,714	1,441,582	1,499,365	1,583,797	1,759,048	1,418,569
939,161	586,683	600,935	707,937	594,742	423,710
1,062,877	894,945	1,284,457	1,342,905	1,314,416	822,501
608,223	546,942	552,963	603,347	653,077	452,291
11,445	33,522	24,482	92,677	38,465	38,106
146,756	134,592	155,984	180,685	137,808	122,134
817,189	660,179	487,662	748,173	977,423	838,236
46,836,570	51,668,983	60,429,758	65,489,245	66,899,175	52,897,018
5,089,936	5,622,266	6,609,898	7,480,169	7,607,821	5,643,552
2,959,497	2,987,696	3,160,468	2,954,206	2,947,905	2,282,175
$ 297,404,923	$ 312,845,012	$ 362,233,130	$ 388,773,212	$ 401,499,991	$ 320,585,698
1%	1%	1%	1%	1%	1%

TABLE 7

CITY OF BASTROP, TEXAS
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS (UNAUDITED)

Fiscal Year	Tax Year	Real Property	Personal Property	Less Exempt Property	Less Other (1)	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Taxable Assessed Value as a Percentage of Actual Taxable Value
2009	2008	$ 642,672,510	$ 92,109,942	$(110,409,715)	$(75,953,047)	$ 548,419,690	$ 0.5540	$ 548,419,690	100.00%
2010	2009	683,627,607	83,978,203	(117,951,584)	(82,207,662)	567,446,564	0.5540	567,446,564	100.00%
2011	2010	749,216,172	82,203,043	(135,123,943)	(89,217,278)	607,077,994	0.0554	607,077,994	100.00%
2012	2011	779,056,911	81,672,766	(146,849,465)	(86,623,396)	627,256,816	0.0584	627,256,816	100.00%
2013	2012	792,557,307	89,185,540	(147,350,585)	(98,583,801)	635,808,461	0.0584	635,808,461	100.00%
2014	2013	816,067,208	101,281,545	(143,609,524)	(103,017,981)	670,721,248	0.0584	670,721,248	100.00%
2015	2014	863,574,836	110,674,924	(150,322,357)	(86,004,438)	737,922,965	0.5640	737,922,965	100.00%
2016	2015	929,201,260	121,017,621	(158,570,133)	(108,720,698)	782,928,050	0.5640	782,928,050	100.00%
2017	2016	976,858,517	127,021,941	(157,738,191)	(120,320,209)	825,822,058	0.5640	825,822,058	100.00%
2018	2017	1,026,626,754	133,469,154	(169,209,339)	(127,814,502)	863,072,067	0.5640	863,072,067	100.00%

Source: Central Appraisal District of Bastrop County certified roll

(1) Other includes Homestead Cap Adjustment, Productivity Loss, Exemptions, 065 Freeze/Transfer and DP Freeze.

TABLE 8

CITY OF BASTROP, TEXAS
DIRECT AND OVERLAPPING PROPERTY TAX RATES
LAST TEN FISCAL YEARS (UNAUDITED)

	City Direct Rates			Overlapping Rates		Other
Fiscal Year	Basic Rate	General Obligation Debt Service	Total Direct Rate	Bastrop Independent School District	Bastrop County/ County Road	Hunter's Crossing PID Fixed $ amount
2009	$ 0.1992	$ 0.3548	$ 0.5540	$ 1.4810	$ 0.6192	$ 226.00
2010	0.2292	0.3248	0.5540	1.4810	0.6192	238.00
2011	0.2889	0.2651	0.5540	1.4810	0.6192	271.00
2012	0.3203	0.2637	0.5840	1.4810	0.6175	289.52
2013	0.3504	0.2336	0.5840	1.4810	0.6314	308.16
2014	0.3638	0.2202	0.5840	1.4610	0.6290	324.16
2015	0.3598	0.2042	0.5640	1.4410	0.6290	324.16
2016	0.3596	0.2044	0.5640	1.4410	0.6190	324.16
2017	0.3640	0.2000	0.5640	1.4410	0.5990	342.16
2018	0.3643	0.1997	0.5640	1.4410	0.5897	361.16

(1) Source: City of Bastrop Budget, County and BISD websites
(2) Basis for property tax rate is per $100 of taxable valuation.

CITY OF BASTROP, TEXAS
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO (UNAUDITED)

	2018			2009		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Bastrop Retail Partners	$ 30,614,163	1	3.71%	$ -		-
Covert Chevrolet	15,254,386	2	1.85%	10,278,339	2	2.13%
The Lodge at Lost Pines LP	14,868,620	3	1.80%	-		-
Bastrop Walnut Ridge Apartments	12,464,156	4	1.51%	-		-
Walmart Real Estate Bus Trust	10,243,733	5	1.24%	12,871,616	1	2.66%
Buc-ee's LTD	10,135,376	6	1.23%	-		-
H E Butt Grocery Company	10,075,470	7	1.22%	9,100,000	4	1.88%
Time Warner Cable Texas LLC	7,815,923	8	0.95%	-		-
Lowe's Home Center Inc.	7,617,320	9	0.92%	-		-
First National Bank of Bastrop	7,195,729	10	0.87%	6,072,052	10	1.26%
Total	$ 126,284,876		15.30%	$ 38,322,007		7.93%

(1) Source: Central Appraisal District of Bastrop County

TABLE 10

CITY OF BASTROP, TEXAS
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS (UNAUDITED)

Fiscal Year Ended September 30	Taxes Levied for the Fiscal Year	Collected Within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2009	$ 3,278,876	$ 3,185,516	97.15%	$ 78,663	$ 3,264,179	99.55%
2010	3,404,859	3,327,953	97.74%	54,119	3,382,072	99.33%
2011	3,609,482	3,517,945	97.46%	69,562	3,587,507	99.39%
2012	3,915,501	3,863,585	98.67%	34,308	3,897,893	99.55%
2013	3,977,570	3,928,876	98.78%	36,617	3,965,493	99.70%
2014	4,192,486	4,147,083	98.92%	32,165	4,179,248	99.68%
2015	4,356,620	4,321,311	99.19%	10,292	4,331,603	99.43%
2016	4,704,126	4,683,239	99.56%	20,671	4,703,910	100.00%
2017	5,001,944	4,889,591	97.75%	27,342	4,916,933	98.30%
2018	5,271,488	5,221,755	99.06%	-	5,221,755	99.06%

Source: Tax-Assessor/Collector Annual Report

1. Due to variances allowed by Bastrop County Appraisal District the total Collections to Date exceed the Original Taxes Levied

TABLE 11

CITY OF BASTROP, TEXAS
DIRECT AND OVERLAPPING SALES TAX REVENUE
LAST TEN FISCAL YEARS (UNAUDITED)

Fiscal Year	City Direct Rate	Bastrop Economic Development Corporation	Bastrop County	State of Texas
2009	1.00%	0.50%	0.50%	6.25%
2010	1.00%	0.50%	0.50%	6.25%
2011	1.00%	0.50%	0.50%	6.25%
2012	1.00%	0.50%	0.50%	6.25%
2013	1.00%	0.50%	0.50%	6.25%
2014	1.00%	0.50%	0.50%	6.25%
2015	1.00%	0.50%	0.50%	6.25%
2016	1.00%	0.50%	0.50%	6.25%
2017	1.00%	0.50%	0.50%	6.25%
2018	1.00%	0.50%	0.50%	6.25%

Source: Texas Comptroller

TABLE 12

CITY OF BASTROP, TEXAS
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS (UNAUDITED)

	General Bonded Debt			Business-type Activities					
Fiscal Year	General Obligation Bonds	Tax Notes	Certificates of Obligation	General Obligation Bonds	Certificates of Obligations	Total Primary Government	Population	Per Capita Income (1)	Personal Income
2009	$ 19,169,975	$ 631,741	$ 3,871,132	$ 3,143,097	$ 7,190,976	$ 34,006,921	$ 7,023	24,337	$ 170,918,751
2010	17,797,138	473,072	1,848,435	2,965,593	17,887,129	40,971,367	7,218	26,527	191,471,886
2011	15,710,244	349,047	1,939,055	2,755,453	16,998,811	37,752,610	7,306	28,507	208,272,142
2012	14,430,240	218,856	11,435,550	4,862,938	10,321,157	41,268,741	7,394	29,077	214,995,338
2013	13,197,037	92,754	10,723,722	4,499,232	9,768,175	38,280,920	7,483	29,658	221,930,814
2014	12,218,133	-	22,663,741	4,132,955	24,096,343	63,111,172	7,649	26,883	205,628,067
2015	13,495,677	-	19,327,660	4,599,140	22,114,323	59,536,800	7,900	30,383	240,025,700
2016	10,787,319	-	13,010,913	2,621,276	16,763,677	43,183,185	8,600	30,991	266,519,676
2017	13,332,897	-	8,888,001	3,141,477	15,293,897	40,656,272	8,911	31,610	281,676,710
2018	12,253,225	-	13,142,033	2,879,463	14,505,594	42,780,315	9,159	32,242	295,304,478

(1) Information from 2000 census, 2010 census and modified by City staff estimates.

TABLE 13

CITY OF BASTROP, TEXAS
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS (UNAUDITED)

Fiscal Year	Governmental Activities			Business-type Activities		Total	Percentage Actual Taxable Property Value (a)	Per Capita (b)
	General Obligation Bonds	Tax Notes	Certificates of Obligation	General Obligation Bonds	Certificates of Obligations			
2009	$ 19,169,975	$ 631,741	$ 3,871,132	$ 3,143,097	$ 7,190,976	$ 34,006,921	6.20%	$ 4,975
2010	17,797,138	473,072	1,848,435	2,965,593	17,887,129	40,971,367	7.22%	5,676
2011	15,710,244	349,047	1,939,055	2,755,453	16,998,811	37,752,610	6.22%	5,167
2012	14,430,240	218,856	11,435,550	4,862,938	10,321,157	41,268,741	6.58%	5,581
2013	13,197,037	92,754	10,723,722	4,499,232	9,768,175	38,280,920	6.02%	5,116
2014	12,218,133	-	22,663,741	4,132,955	24,096,343	63,111,172	9.41%	8,251
2015	13,495,677	-	19,327,660	4,599,140	22,114,323	59,536,800	8.07%	7,536
2016	10,787,319	-	13,010,913	2,621,276	16,763,677	43,183,185	5.52%	5,466
2017	13,332,897	-	8,888,001	3,141,477	15,293,897	40,656,272	4.92%	5,146
2018	12,253,225	-	13,142,033	2,879,463	14,505,594	42,780,315	4.96%	4,950

(a) See Table 7 for Taxable Property Value
(b) See Table 12 for Per Capita

CITY OF BASTROP, TEXAS
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
(UNAUDITED)

Taxing Jurisdiction	Total Direct Debt		Estimated % Applicable	City's Overlapping Tax Supported Debt as of 09/30/2018	Subtotals
City of Bastrop	$ 25,395,258	(1)	100.00%	$ 25,395,258	
Total Direct Debt					$ 25,395,258
Bastrop County	48,140,000		16.41%	7,899,774	
Bastrop Independent School District	155,232,903		24.69%	38,327,004	
Total Indirect Debt					46,226,778
Total Direct and Overlapping Tax Supported Debt					$ 71,622,036
Ratio of Direct and Overlapping Bonded Debt to Taxable Assessed Valuation (a)					8.51%
Per Capita Direct and Overlapping Debt (b)					$ 8,503

Source : Texas Municipal Reports published by the Municipal Advisory Council of Texas
(1) Excludes self-supporting ad valorem tax debt
(a) See Table 7 for Taxable Property Value
(b) See Table 12 for Per Capita

CITY OF BASTROP, TEXAS
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS (UNAUDITED)

	Fiscal Year			
	2009	2010	2011	2012
Assessed Valuation	$ 548,419,690	$ 567,446,564	$ 607,077,994	$ 627,256,816
Limit on Amount Designated for Debt Service:				
$1.50 per $100 assessed valuation	x 1.5	x 1.5	x 1.5	x 1.5
Legal Annual Maximum Debt Payment	$ 8,226,295	$ 8,511,698	$ 9,106,170	$ 9,408,852
Actual Amount Expended for General Obligation Debt Service During the Fiscal Year	2,039,796	1,900,868	1,871,190	2,508,842
Legal Debt Margin for Annual Debt Service Requirements	$ 6,186,499	$ 6,610,830	$ 7,234,980	$ 6,900,010
Total Net Debt Applicable to the Limit As a percentage of Debt Limit	24.80%	22.33%	20.55%	26.66%

Source: Central Appraisal District of Bastrop County
Audited Financial Statements of the City of Bastrop
BCAD - Assessment Roll Grand Totals Report

TABLE 15

Fiscal Year					
2013	2014	2015	2016	2017	2018
$ 635,808,461	$ 670,721,248	$ 737,922,965	$ 782,928,050	$ 825,822,058	$ 863,072,067
x 1.5	x 1.5	x 1.5	x 1.5	x 1.5	x 1.5
$ 9,537,127	$ 10,060,819	$ 11,068,844	$ 11,743,921	$ 12,387,331	$ 12,946,081
2,147,495	2,437,909	2,277,309	2,244,952	2,700,160	2,337,664
$ 7,389,632	$ 7,622,910	$ 8,791,535	$ 9,498,969	$ 9,687,171	$ 10,608,418
22.52%	24.23%	20.57%	19.12%	21.80%	18.06%

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TABLE 16

CITY OF BASTROP, TEXAS
PLEDGED-REVENUE COVERAGE
LAST TEN FISCAL YEARS (UNAUDITED)

Fiscal Year	Water Revenue Bonds				
	Gross Revenue (1)	Less: Operating Expenses (2)	Net Revenue Available for Debt Service	Debt Service Requirements Principle & Interest	Revenue Bond Coverage
2008	$ 2,842,989	$ 2,027,077	$ 815,912	$ 243,666	3.348
2009	3,236,870	2,033,125	1,203,745	389,082	3.094
2010	3,071,126	2,603,978	467,148	438,917	1.064
2011	3,445,382	2,524,850	920,532	563,808	1.633
2012	3,610,941	2,443,648	1,167,293	571,497	2.043
2013	3,986,051	2,818,231	1,167,820	759,350	1.538
2014	3,971,117	2,469,599	1,501,518	928,595	1.617
2015	4,353,611	2,513,833	1,839,778	1,475,046	1.247
2016	4,703,546	3,347,215	1,356,331	1,424,776	0.952
2017	5,496,713	3,076,631	2,420,082	1,425,350	1.698
2018	5,314,545	3,393,853	1,920,692	1,440,212	1.334

(1) Water and Wastewater Fund operating and non-operating revenues.
(2) Water and Wastewater Fund operating expenses, less depreciation expense.

CITY OF BASTROP, TEXAS
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS (UNAUDITED)

	Fiscal Year			
	2009	2010	2011	2012
Population (1)	6,836	7,218	7,306	7,394
Median Household Income (1)	$ 48,486	$ 48,486	$ 48,486	$ 48,486
Per Capita Income (1)	25,839	25,839	25,839	25,839
Median Age	33.4	33.4	33.4	33.6
Education Level in Years of Schooling (at 18 years and over) (2)				
Less than high school graduate	670	670	670	670
High school graduate (or equivalent)	1,291	1,291	1,291	1,291
Some college, no degree	1,626	1,626	1,626	1,626
Associate degree or higher	190	190	190	190
Bachelor's degree or higher	717	717	717	717
Graduate degree or higher	459	459	459	459
School Enrollment (3)	4,825	4,825	4,344	3,949
Unemployment Rate (4)	8.1%	7.8%	8.6%	7.8%

(1) Information from 2000 census, 2010 census and modified by City staff estimates.
BEDC Community Profile
(2) US Census Bureau - American Community Survey 2015
BEDC Community Profile
(3) Bastrop Independent School District - Only Schools located with in City limits
not all enrolled live within the City limits

(4) Unemployment rates from TWC website (www.twc.state.tx.us). Bastrop County rate only one available.

TABLE 17

Fiscal Year					
2013	2014	2015	2016	2017	2018
7,483	7,557	7,900	8,600	8,911	9,159
$ 48,486	$ 49,456	$ 52,886	$ 53,889	$ 48,178	$ 63,936
26,356	26,356	28,930	29,509	31,610	32,242
36.9	36.9	38.9	38.7	36.0	40.5
800	800	987	881	781	979
1,285	1,285	1,410	1,479	1,680	1,654
1,570	1,570	1,273	1,462	1,358	1,771
261	261	378	387	413	398
571	571	679	679	843	802
421	421	302	325	296	497
3,764	3,663	3,942	4,123	4,114	4,690
6.4%	4.2%	3.8%	3.4%	2.9%	3.1%

CITY OF BASTROP, TEXAS
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO (UNAUDITED)

	2018			2009		
Employer	Employees	Rank	Percentage of Total County Employment	Employees	Rank	Percentage of Total County Employment
Bastrop ISD	1,427	1	3.98%	1,162	1	3.55%
Hyatt Regency Lost Pines Resort	650	2	1.81%	600	2	1.83%
Bastrop County	464	3	1.29%	469	3	1.43%
MD Anderson Cancer Center	439	4	1.22%	420	5	1.28%
HEB Food Stores	408	5	1.14%	268	4	0.82%
Walmart	311	6	0.87%	434	4	1.33%
Agilent/Stratagene	306	7	0.85%	120	9	0.37%
Bastrop FCI	276	8	0.77%	284	6	0.87%
Buc-ee's	169	9	0.47%	-		-
Bluebonnet Electric Co-op	168	10	0.47%	86	11	0.26%
Southside Market & BBQ	146	11	0.41%	-		-
City of Bastrop	144	12	0.40%	106	10	0.32%
Lowe's	128	13	0.36%	-		-
First National Bank	127	14	0.35%	130	8	0.40%
Total	5,163		14.39%	4,079		12.47%
Total County Employment	35,884			32,713		

Source: Texas Workforce Commission, EDC Website, Chamber newsletter

TABLE 19

CITY OF BASTROP, TEXAS

FULL-TIME EQUIVALENT EMPLOYERS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS (UNAUDITED)

	Fiscal Year									
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Function/Program										
General Government										
City Manager's Office	2.00	2.00	2.60	2.60	2.63	2.63	2.63	2.63	2.63	2.63
City Secretary	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Finance	4.00	4.00	4.30	4.30	4.30	4.45	4.45	4.45	5.00	5.00
Utility Billing	7.00	7.00	7.00	7.00	7.00	7.00	7.00	5.00	4.00	4.00
Human Resources	1.00	1.10	1.00	1.00	1.00	1.10	1.10	1.50	1.63	1.63
Information Technology	-	1.00	1.00	1.00	1.00	1.00	1.63	2.00	1.50	2.00
Filming/ Broadcasting	-	-	-	-	-	-	-	-	0.50	1.00
Municipal Court	4.50	4.50	5.50	5.50	5.50	5.50	5.50	4.50	4.50	4.50
Building Maintenance	3.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Police Department										
Officers	20.00	20.00	20.00	20.00	20.00	20.00	22.00	22.00	22.00	22.00
Civilian	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50
Code Enforcement	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50	0.50
Animal Control	1.00	1.00	1.00	1.00	1.00	1.00	-	0.50	0.50	0.50
Fire Department										
Chief	-	-	-	-	-	-	-	1.00	1.00	1.00
Firefighters-PT	-	-	-	-	-	-	-	-	-	4.00
Development Services										
Planning	4.00	4.00	4.00	4.00	5.00	5.00	5.00	5.00	5.00	5.00
Building Inspections	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.50
Public Works										
Administration	2.00	2.00	2.20	2.20	2.00	1.00	1.00	1.00	1.00	2.00
Streets	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	9.25	10.00
Other	1.40	0.40	-	-	-	-	-	-	-	-
Community Services										
Parks Department	9.60	9.60	11.00	11.00	11.00	11.00	11.00	11.00	12.95	12.95
Library	8.30	8.80	9.80	9.80	9.80	9.80	9.80	9.80	9.80	9.95
Proprietary Funds										
Water/ Wastewater	12.00	12.00	13.00	13.00	13.00	12.50	12.50	12.50	17.00	18.50
Electric	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Other Funds										
Convention Center	-	-	4.00	4.20	4.20	4.20	5.50	4.50	4.50	4.00
Economic Development Corp.	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3.50	3.50	4.00
Fairview Cemetery	-	-	0.50	0.50	0.50	1.50	1.50	1.00	1.00	1.00
Main Street	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00
Total	107.30	107.90	118.40	118.60	119.43	119.18	122.10	120.88	126.26	136.16

CITY OF BASTROP, TEXAS
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS (UNAUDITED)

Function/Program	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
General Government										
Building Permits Issued	91	128	101	139	141	158	157	100	117	164
Building Permits Value (thousands)	$ 22,822,734	$ 16,408,290	$ 11,051,550	$ 15,305,041	$ 16,984,537	$ 21,690,642	$ 17,654,706	$ 16,076,498	$ 17,782,113	$ 17,531,410
Police										
Physical Arrests	537	941	829	834	769	816	700	781	547	539
Violations Issued	6,491	3,955	3,643	3,678	3,606	4,125	4,000	4,869	3,116	2,662
Accident Investigations	487	253	304	383	316	448	450	552	528	434
Fire										
Incident Volume	826	717	980	1,040	1,125	1,150	1,140	921	676	759
Priority Calls Answered	433	336	430	325	398	450	530	444	213	260
Court										
Cases Filed	-	2,968	2,375	2,006	1,990	2,012	1,679	3,155	2,336	2,236
Warrants Issued	-	1,261	1,398	1,097	924	1,063	802	1,673	2,277	1,044
Public Works										
Paved Streets (miles)	50	52	53	53	54	55	56	56	56	59
Open Drainage Ditches (miles)	52	52	50	50	50	50	50	50	50	50
Storm Sewer Lines (miles)	66	66	67	67	67	67	67	67	67	67
Number of Street Signs	1,400	1,425	1,425	1,425	1,425	1,425	1,435	1,435	1,435	1,435
Parks and Recreation				-						
Pavilion Rentals	85	90	95	95	96	96	96	51	60	66
New Trees Planted	150	120	75	75	50	50	50	7	3	20
Special Events	18	22	18	22	24	56	56	57	49	46
Library										
Volumes in Collection	49,699	50,093	50,211	50,504	50,157	50,765	52,132	53,566	54,322	53,459
Total Circulation	192,700	205,177	193,529	163,577	165,667	167,324	162,900	152,111	145,827	142,956
Story Time & Program Attendance	10,024	10,446	12,979	12,562	13,161	13,500	12,000	11,748	14,349	13,633
Water										
Treated Water Prod (in millions of gal)	490.050	495.344	445.269	454.174	476.704	486.706	495.797	481.745	515.216	542.252
Line Leaks and Breaks	222	206	210	69	254	259	118	133	111	142
Wastewater										
Millions of gallons treated	235.284	210.239	229.610	312.842	319.099	325.480	325.737	350.635	343.872	352.574
Sewer Stops	80	90	92	45	176	180	53	55	54	52

TABLE 21

CITY OF BASTROP, TEXAS
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS (UNAUDITED)

Function/Program	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Police Stations	1	1	1	1	1	1	1	1	1	1
Fire Stations	2	2	2	2	2	2	2	2	2	2
Bastrop Public Library	1	1	1	1	1	1	1	1	1	1
Other Public Works										
Paved Streets (miles)	50	52	53	53	54	55	56	56	56	59
Open Drainage Ditches (miles)	52	52	50	50	50	50	50	50	50	50
Storm Sewer Lines (miles)	66	66	67	67	67	67	67	67	67	67
Parks and Recreation										
Acreage (maintained)	120	120	120	120	120	120	120	120	123	123
Right of Ways	52	54	55	55	55	55	55	55	55	55
Playgrounds	4	4	4	4	4	4	4	4	4	5
Basketball Courts	4	4	4	4	6	6	4	4	4	4
Ball Fields	7	7	7	7	7	7	7	7	7	7
Sand Volleyball	1	1	1	1	1	1	1	1	1	1
Water										
Number of service connections	2,762	2,770	2,825	2,889	2,960	3,029	3,091	3,140	3,306	3,393
Wastewater										
Number of service connections	2,448	2,502	2,540	2,564	2,625	2,678	2,754	2,781	2,941	3,006
Number of Lift Stations	18	18	18	18	18	18	18	18	18	19

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CITY OF BASTROP, TEXAS

SINGLE AUDIT REPORT

FOR THE YEAR ENDED
SEPTEMBER 30, 2018

CITY OF BASTROP, TEXAS

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SEPTEMBER 30, 2018

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor
and City Council of the
City of Bastrop, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Bastrop, Texas, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the City of Bastrop, Texas' basic financial statements, and have issued our report thereon dated February 26, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Bastrop, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Bastrop, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Bastrop, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA GAQC Member

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Bastrop, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 26, 2019

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Honorable Mayor
and City Council of the
City of Bastrop, Texas

Report on Compliance for Each Major Federal Program

We have audited the City of Bastrop, Texas' (the "City") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2018. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of City's compliance.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA
GAQC Member

Opinion on Each Major Federal Program

In our opinion, the City, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2018 and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated February 26, 2019, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 26, 2019

CITY OF BASTROP, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures	Pass-through Expenditures
U, S. Department of Justice				
Direct Programs:				
Bulletproof Vest Partnership Program	16.607	1121-0235	$ 1,844	$ -
Bulletproof Vest Partnership Program-Body Warn Camera	16.607	2016-BC-ST-0020	41,087	-
Total Direct Programs			42,931	-
Total U. S. Department of Justice			42,931	-
U, S. Department of Housing and Urban Development				
Passed through Bastrop County:				
Community Development Block Grant - Shelter	14.218	13-353-000-7707	1,081,085	-
Total Passed through Bastrop County			1,081,085	-
Total U. S. Department of Housing and Urban Development			1,081,085	-
U, S. Department of Homeland Security				
Passed through the Texas Department of Transportation:				
Disaster Grants - Public Assistance - Debris Removal	97.036	PA-021-05864-00	6,610	-
Disaster Grants - Public Assistance - Library Repair	97.036	PA-021-05864-00	3,138	-
Disaster Grants - Public Assistance - Public Works Building Repair	97.036	PA-021-05864-00	4,213	-
Disaster Grants - Public Assistance - Riverwalk Repair	97.036	PA-021-05864-00	7,572	-
Hazard Mitigation Grant - FEMA Generator Central Lift Station	97.039	DR-4223-045	11,480	-
Hazard Mitigation Grant - FEMA Generator Gills Branch Lift Station	97.039	DR-4245-011	13,172	-
Emergency Management Performance Grant	97.042	17TX-EMPG-1321	28,165	-
Total Passed through the Texas Department of Transportation			74,350	-
Total U. S. Department of Homeland Security			74,350	-
Total Expenditures of Federal Awards			$ 1,198,366	$ -

CITY OF BASTROP, TEXAS

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

SEPTEMBER 30, 2018

Basis of Accounting

The Schedule of Expenditures of Federal Awards is presented using the modified accrual basis of accounting. The modified accrual basis of accounting is described in Note I of the basic financial statements. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some of the amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Basis of Presentation

The Schedule of Expenditures of Federal Awards presents the activity of all applicable federal awards programs of the City. The City's reporting entity is defined in Note I of the basic financial statements. Federal awards received directly from federal agencies, as well as awards passed through other government agencies, are included on the Schedule of Expenditures of Federal Awards.

Indirect Costs

The City has elected not to use the 10% de minimis indirect cost rate as allowed in the Uniform Guidance.

CITY OF BASTROP, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Summary of Auditors' Results

Financial Statements:	
Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None
Federal Awards:	
Internal control over major programs:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) of Uniform Guidance?	None
Identification of major programs:	
CFDA Number:	Name of Federal Program:
14.218	Community Development Block Grant - Shelter
Dollar threshold used to distinguish between type A and type B programs for federal single audit:	$750,000
Auditee qualified as low-risk auditee for federal single audit?	No

Findings Relating to the Financial Statements Which are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal Awards

None

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 7E

TITLE:
Receive report from Bastrop Economic Development Corporation.

STAFF REPRESENTATIVE:
Mike Kamerlander, Executive Director

ATTACHMENTS:
- BEDC 02.26.19 Presentation to City Council


BASTROPTX
Economic Development
Corporation

Project Updates

- Agnes I: Under construction and no known delays other than weather-related (about 2 months)
- 921 Main: First phase of remediation completed second week of February. Still marketing the building through Stone Cobalt and the BEDC.
- Downtown Trail: Revised cost estimates have been provided by Bowman Consulting. Met with City, Bowman, and TxDOT to establish project timeline.
- Technology Drive: Bowman has provided the City and County scope of work and needed approvals to begin construction.
- BEDC Board approved funding the 20% match for the EDA grant for the Agnes gap at the January board meeting.

Marketing and Other Events Attended

- BEDC Staff and a board member attended the TEDC Sales Tax Workshop training
- Foreign Trade Zone 183 Board Meeting
- We Believe in BISD visit to Bastrop High School – provided breakfast for 100+ teachers & staff
- New Republic Studios Film Incentives and Moving Picture Industry
- ICSC Red River Conference in Fort Worth, TX



2019 ICSC Red River – Mike, Jean and Adena

ICSC Red River States

- Held in Fort Worth
- Over 3,600 attendees
- Held 4 face-to-face meetings with developers and prospects with The Retail Coach
- Had 10+ meetings at booths with other commercial targets
- Countless visits at the BESTx Booth



2019 ICSC Red River – Mike, Jean and Adena

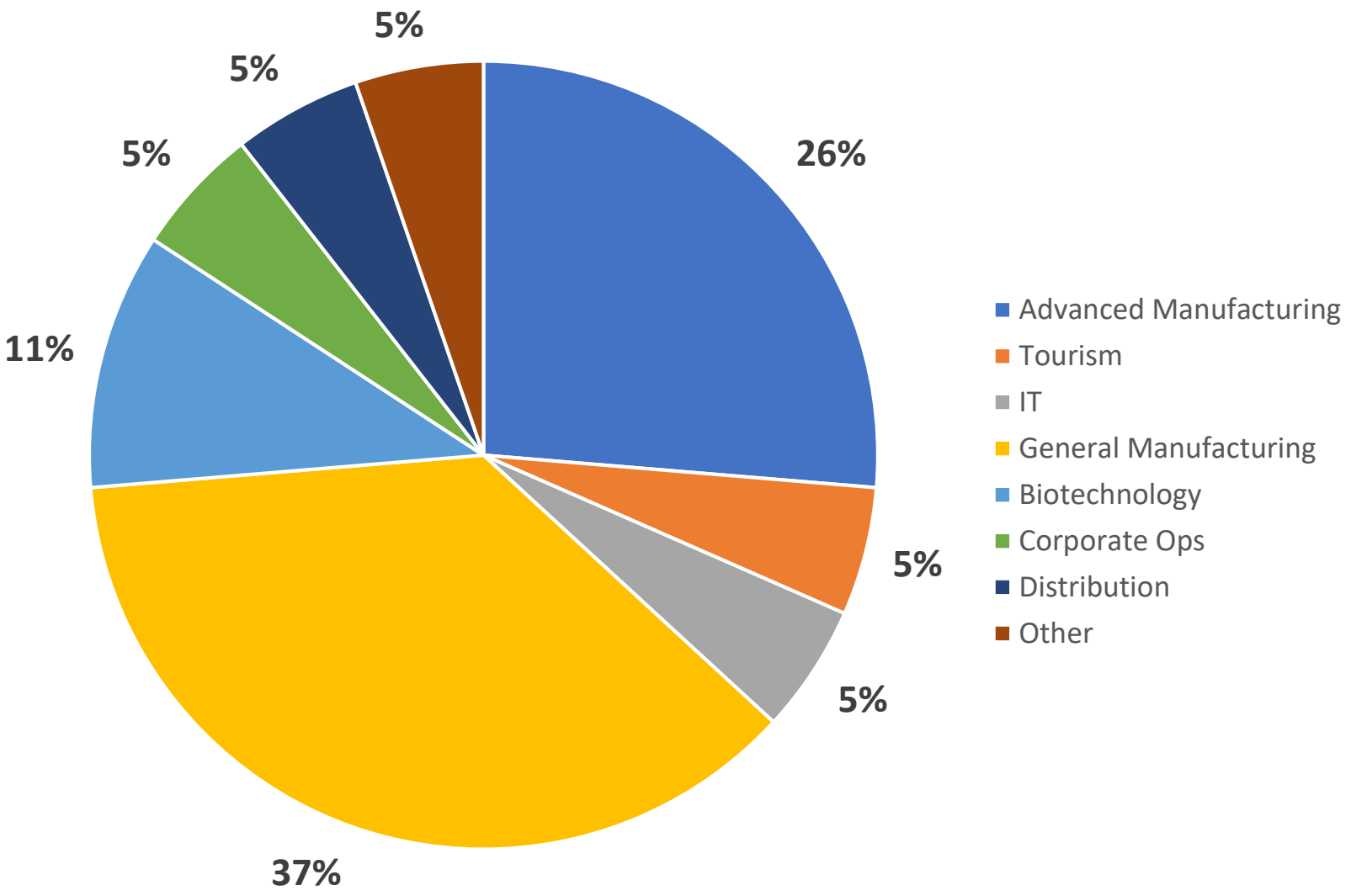
Business Recruitment Activity Matrix

	DEC. 2018	JAN. 2019	FY 2019 YTD
OUT OF REGION VISITS	**0**	**14**	**14**
SOURCES OF LEADS	**2**	**6**	**19**
Internal Leads			
Direct Company	1	0	3
Local/Regional Broker	0	1	5
Site Consultant	0	1	1
Site Location Partnership	0	1	1
Other	0	1	1
External Leads			
Austin Chamber	0	1	4
State	1	2	4
PROSPECT FOLLOW UP REQUEST	**61**	**109**	**348**
PROSPECT VISITS	**0**	**1**	**3**
New (1st)	0	0	0
Repeat	0	1	3
Announcements	**0**	**0**	**0**

FY 19 YTD LEADS BY INDUSTRY

Project Updates

3,995 jobs
3,843,000 sq. ft.
$1,505,975,000



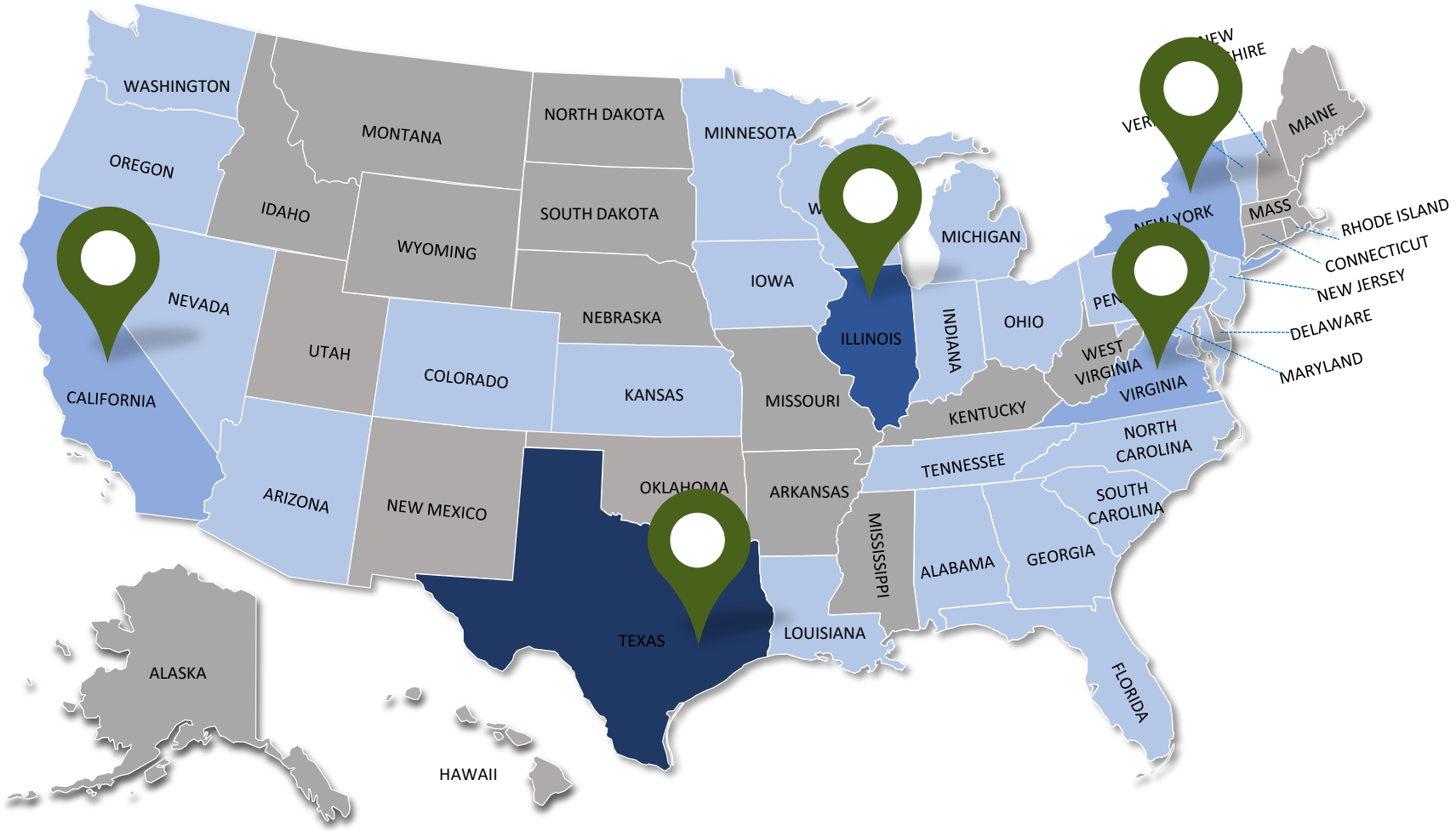
WEBSITE ANALYTICS DECEMBER 2018



- **912 Unique Users** visited the website; **2,259 Page Views**
- **89.5% New** vs. **10.5% Returning** Users
- **34 States & 31 Countries** represented by website visits in December
- **Top Pages Visited**: Blog, News, Community History, Staff, Major Employers, Current (BEDC) Projects
- **43.9%** found the website organically through search engines; **36.8%** visited directly using URLs; **19.3%** were referred from another site, including **10%** social media.

WEBSITE ANALYTICS DECEMBER 2018

Users visiting website by state comparison



TOP 5 WITH MOST VISITORS

States:

Texas – 480
Illinois – 75
Virginia – 31
California – 15
New York – 13

Countries:

United States – 745
Canada – 50
Brazil – 24
France – 16
India – 12

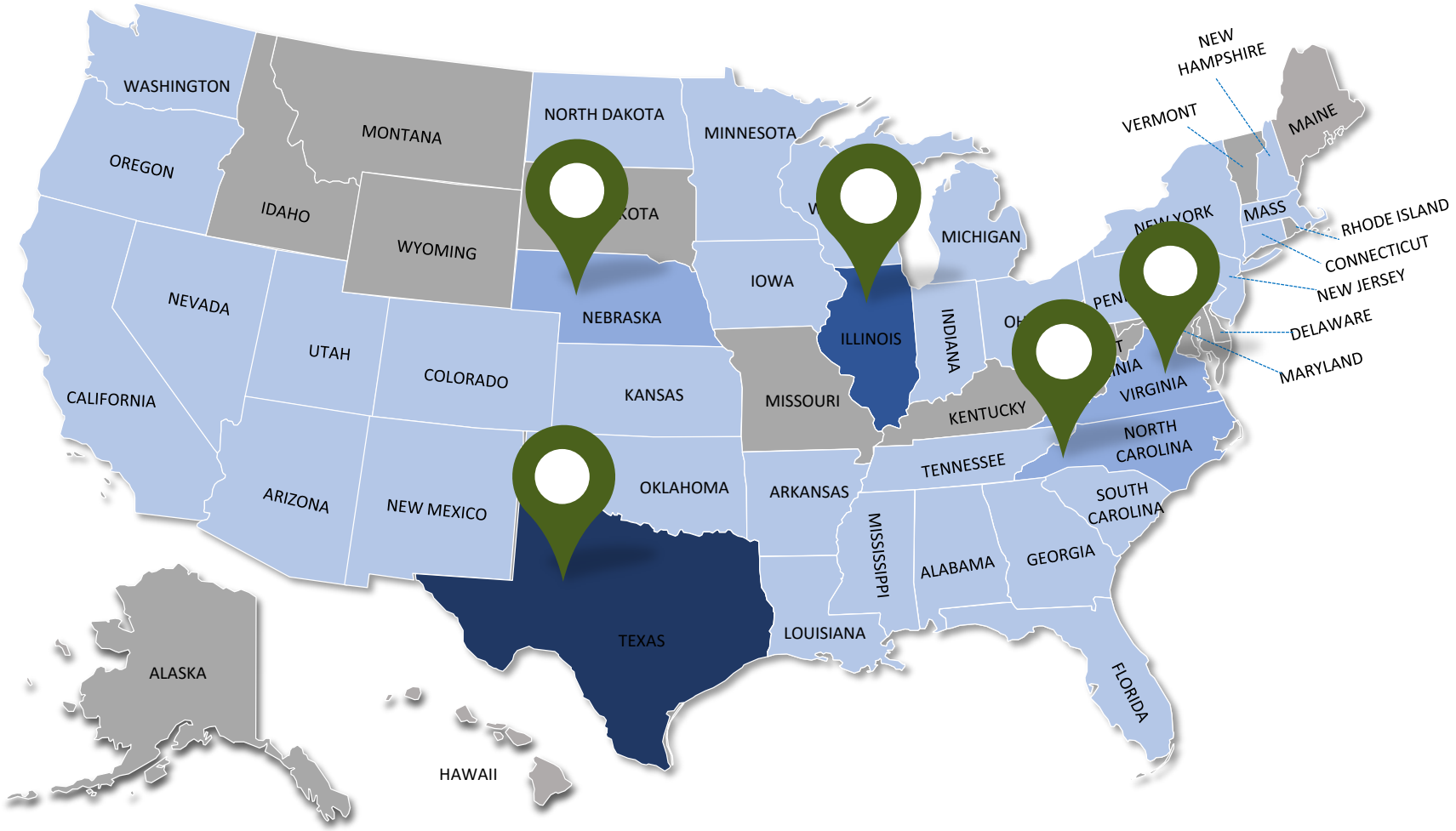
WEBSITE ANALYTICS JANUARY 2019



- **1,340 Unique Users (47% increase)**; **2,666 Page Views**
- **88.1% New** vs. **11.9% Returning** Users
- **37 States & 25 Countries** represented by website visits in January
- **Top Pages Visited**: Blog, News, Major Employers, Community History, Meet the Staff
- **39.4%** found the website organically through search engines; **41.6%** visited directly using URLs; **13.2%** social media visited via social media, and **5.8%** were referred.

WEBSITE ANALYTICS JANUARY 2019

Users visiting website by state comparison



TOP 5 WITH MOST VISITORS

States:

Texas – 782
Illinois – 99
Virginia – 69
Nebraska – 64
North Carolina – 24

Countries:

United States – 1,175
Canada – 38
France – 28
Philippines – 22
Brazil – 14

OWNED MEDIA

Social Media Engagement

	December 2017	December 2018
TOTAL LIKES/FOLLOWERS	**3,732**	**5,098**
Facebook Page Likes	3,732	3,819
Twitter Followers	Unknown	1,125
LinkedIn Followers	Unknown	154

OWNED MEDIA

Social Media Engagement

	January 2018	January 2019
TOTAL LIKES/FOLLOWERS	**3,744**	**5,119**
Facebook Page Likes	3,744	3,831
Twitter Followers	Unknown	1,127
LinkedIn Followers	Unknown	161



Governor's Small Business Workshop

Governor's Small Business Workshop

When:

- September 12, 2019 8:00 am – 12:00 pm

Where:

- City Bastrop Convention Center

About the Event:

- The Governor’s Small Business Workshops provide small business owners and aspiring entrepreneurs an opportunity to interact with small business resource providers, such as business lenders, business-oriented non-profits, and local, regional, state and federal agencies. Small business owners and entrepreneurs are invited to attend the Workshops to receive interactive, hands-on assistance from the resource providers and gather the information needed to start and strengthen their businesses.
- Registration Fee is $10. Parking is provided.

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 8

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: February 26, 2019 **AGENDA ITEM**: 9A

TITLE:
Consider action to approve City Council minutes from the February 12, 2019, regular meeting.

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 February 12, 2019, regular meeting.

ATTACHMENTS:
- February 12, 2019, DRAFT Regular Meeting Minutes.

BASTROP CITY COUNCIL
FEBRUARY 12, 2019

The Bastrop City Council met in a Regular Meeting on Tuesday, February 12, 2019, at 5:30 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 Ennis, Rogers and Jones. Council Member Peterson was absent. Officers present were City Manager Lynda Humble, Deputy City Secretary Traci Chavez and City Attorney Alan Bojorquez.

EXECUTIVE SESSION – CALL TO ORDER

At 5:30 p.m. Mayor Schroeder convened the City Council into a closed executive session pursuant to Section 551.071of the Texas Government Code to confer with City Attorney regarding status of Building Bastrop Codes.

The Bastrop City Council reconvened at 6:30 p.m. into open session to take any necessary or appropriate action on matters posted for consideration in closed/executive session.
No action was taken.

REGULAR SESSION – CALL TO ORDER
At 6:30 p.m. Mayor Schroeder called the regular session to order with a quorum being present.

PLEDGE OF ALLEGIANCE
Christina Fortanel and Sienna Alanis, Photography Club

INVOCATION
Dale Burke, Police Chaplain gave the invocation

PRESENTATIONS

7A. Mayor's Report

7B. Councilmembers' Report

7C. City Manager's Report
City Manager Humble gave the Council an update on Pine Forest Unit 6 lawsuit.

7D. A Proclamation of the City Council of the City of Bastrop, Texas, recognizing February 17-23, 2019 as Engineers' Week.
Proclamation was read into records by Mayor Schroeder. City Engineer Jerry Palady received the proclamation.

7E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing the month of February as Black History Month.
Proclamation was read into record by Mayor Schroeder. Dr. Sandra Lee from BISD received the proclamation.

WORK SESSION/BRIEFINGS

8A. Update and discussion of current Legislative Session and its impact on local municipalities.
Mayor Schroeder presented an overview of the Legislative Session.

8B. Update and discussion of Building Bastrop to include Guiding Policy Statement and update of progress of development codes since Design/Code Rodeos by Matt Lewis, Simplecity Design.
Mr. Lewis shared a power point presentation and provided an update to the Council.

STAFF AND BOARD REPORTS - NONE

CITIZEN COMMENTS

10A. Steve Beard
5408 Point Wood Circle
Waco, Texas 76710
(254) 722-0225

Cheryl Lee
801 Laurel Street
Bastrop, Texas 78602
(512) 636-0374

CONSENT AGENDA

A motion was made by Mayor Pro Tem Nelson to approve items 11A, and 11B listed on the Consent Agenda after being read into the record by Deputy City Secretary, Traci Chavez. Seconded by Council Member Ennis, motion was approved on a 4-0 vote.

11A. Consider action to approve City Council minutes from the January 22, 2019, regular meeting and January 24, 2019 Board & Commission Orientation.

11B. Consider action to approve Resolution No. R-2019-16 of the City Council of the City of Bastrop, Texas adopting various policies and procedures required in conformity with the Civil Rights Act, and the Fair Housing Act, as shown in Exhibit A, required under the Texas Community Development Block Grant Contract Number 7218019 through the Texas Department of Agriculture; providing for a repealing clause; and establishing an effective date.

ITEMS FOR INDIVIDUAL CONSIDERATION

12A. Consider action and approve Resolution No. R-2019-20 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-2019-02 for 123 Tonkawa Hills Drive, seconded by Mayor Pro Tem Nelson, motion was approved on a 4-0 vote.

A motion was made by Council Member Jones to approve Resolution No. R-2019-02 for 149 Mahalo Ct., seconded by Council Member Ennis, motion was approved on a 4-0 vote.

A motion was made by Council Member Jones to approve Resolution No. R-2019-02 for 110 Corporate Drive, seconded by Mayor Pro Tem Nelson, motion was approved on a 4-0 vote.

A motion was made by Council Member Jones to approve Resolution No. R-2019-02 for TBD Hawea Ct., seconded by Council Member Ennis, motion was approved on a 4-0 vote.

A motion was made by Council Member Jones to approve Resolution No. R-2019-02 for 118 Piney Ridge Drive, seconded by Council Member Rogers, motion was approved on a 4-0 vote.

A motion was made by Council Member Jones to approve Resolution No. R-2019-02 for The Colony MUD 1B, seconded by Council Member Rogers, motion was approved on a 3-1 vote with Mayor Pro Tem Nelson voting against motion.

12B. Consider action to approve Resolution No. R-2019-21 of the City Council of the City of Bastrop, Texas approving Task Order Number Two with Walker Partners for design, bid services, inspections, and construction administration services related to street maintenance and rehabilitation for the grand total amount of seventy-one thousand five hundred dollars and zero cents ($71,700.00) as shown in Exhibit A of the Engineering Service Agreement; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by Managing Director of PW and Leisure Services, Trey Job.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Resolution No. R-2019-21, seconded by Council Member Rogers, motion was approved 3-0. Council Member Jones was away from the dais.

12C. Consider action to approve Resolution No. R-2019-04 of the City Council of the City of Bastrop, Texas awarding a contract to construct a 250,000 gallon elevated storage tank (EST), interior & exterior coating systems, lines, valves, and associated appurtenances to Landmark Structures of Fort Worth, Texas in the amount of One Million Four Hundred Ninety Thousand Eight Hundred Dollars and No Cents ($1,490,800.00), as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by Managing Director of PW and Leisure Services, Trey Job.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Resolution No. R-2019-04, seconded by Council Member Ennis, motion was approved 3-0. Council Member Jones was away from the dais.

12D. Consider action to approve Resolution No. R-2019-08 of the City Council of the City of Bastrop, Texas awarding a contract to construct a coated, bolted Ground Storage Tank with Concrete Footing/Ring Wall & Gravel/Select Fill Foundation to TTE, LLC of

Spicewood, Texas in the amount of One Million One Hundred Forty-two Thousand One Hundred Dollars and No Cents ($1,142,100.00) attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by Managing Director of PW and Leisure Services, Trey Job.

A motion was made by Council Member Rogers to approve Resolution R-2019-08, seconded by Council Member Ennis, motion was approved 3-0. Council Member Jones was away from dais.

12E. Hold public hearing and consider action to approve Resolution No. R-2019-14 of the City Council of the City of Bastrop, Texas granting a variance to Bastrop Code of Ordinances Article 4.02.005 Sale of Alcoholic Beverages, Separation Requirements from Church, Public or Private School, or Public Hospital, on property located at 1507 Chestnut Street, 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 Planner Allison Land.

Public hearing opened.
Public hearing closed.

A motion was made by Council Member Ennis to approve the first reading of Resolution No. R-2019-01, seconded by Council Member Rogers, motion was approved 3-0 vote. Council Member Jones was away from the Dias.

12F. Consider action to approve Resolution No. R-2019-15 of the City Council of the City of Bastrop, Texas, designating the Mayor, City Manager, Chief Financial Officer, and City Secretary as authorized signatories for contractual documents and documents for requesting funds pertaining to the Texas Community Development Block Grant Program (TxCDBG), Contract Number 7218019, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Mayor Pro Tem Nelson to approve the Resolution No. R-2019-15, seconded by Council Member Ennis, motion was approved 4-0.

12G. Consider action to approve first reading of Ordinance No. 2019-01 of the City Council of the City of Bastrop, Texas, amending the Bastrop City Code of Ordinances, Chapter 15, Article 15.01, Section 15.01.016 “Monument, Memorial, or Tombstones; Construction Permit Required”; repealing conflicting provisions; providing for a severability clause; establishing an effective date; and move to include on the February 26, 2019 consent agenda for a second reading.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Jones to approve the First Reading of Ordinance No. 2019-01 and to include on the February 26, 2019 consent agenda for second reading, seconded by Council Member Ennis, motion was approved 4-0.

12H. Hold public hearing and consider action to approve Resolution No. R-2019-17 of the City Council of the City of Bastrop, Texas; supporting an application for 2019 Housing Tax Credits by Riverwood Commons II, LP, for the development located at 440 Old Austin

Highway, named Riverwood Commons II, to the Texas Department of Housing and Community Affairs to develop affordable rental senior housing, within the city limits of Bastrop, Texas; authorizing the Mayor to certify resolutions to Texas Department of Housing & Community Affairs; authorizing the City Manager to waive Two Hundred Fifty Dollars and No Cents ($250.00) in development fees; and providing for an effective date.
Presentation was made by Assistant Planning Director Jennifer Bills.

Public hearing opened.
Public hearing closed.

A motion was made by Council Member Ennis to approve the first reading of Resolution R-2019-17, seconded by Council Member Rogers, motion was approved 3-0. Council Member Jones was absent from the dais.

12I. Hold public hearing and consider action to approve Resolution No. R-2019-18 of the City Council of the City of Bastrop, Texas; acknowledging that Bastrop has more than two times the state average per capita of Housing Tax Credit units and supporting the 2019 Housing Tax Credit application by Riverwood Commons II, LP for the development located at 440 Old Austin Highway, named Riverwood Commons II, to the Texas Department of Housing and Community Affairs to develop affordable rental senior housing, within the city limits of Bastrop, Texas, authorizing the Mayor to certify resolutions to Texas Department of Housing & Community Affairs; authorizing the City Manager to waive Two Hundred Fifty Dollars and No Cents ($250.00) in development fees; and providing for an effective date.
Presentation was made by Assistant Planning Director Jennifer Bills.

Public Hearing Opened.
Public Hearing Closed.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Resolution No. R-2019-18, seconded by Council Member Ennis, motion was approved on a 3-0 vote. Council Member Jones was absent from the dais.

12J. Consider action to approve the first reading of Ordinance No. 2019-03 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2019 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date and move to include on the February 26, 2019 City Council agenda for a second reading.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Rogers to approve Ordinance No. 2019-03 on the first reading and move to include on the February 26, 2019 City Council Agenda for a second reading, seconded by Council Member Jones, motion was approved on a 4-0 vote.

EXECUTIVE SESSION – 2 of 2

The City Council met at 9:16 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

13A. City Council will convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with the City Attorney and outside legal counsel regarding the status of the Hunters Crossing Public Improvement District.
Mayor Pro Tem Nelson recused himself from the executive session item 13A.

13B. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss a salary for the Presiding Judge and the Associate Judge Request for Qualification Process for Municipal Court.

The Bastrop City Council reconvened at 11:00 p.m. into open (public) session.

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

ADJOURNMENT

Adjourned at 11:00 p.m. without objection.

APPROVED: ATTEST:

_____ _____
Mayor Connie B. Schroeder Deputy City Secretary Traci Chavez

DRAFT

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 9B

TITLE:
Consider action to approve second reading of Ordinance No. 2019-01 of the City Council of the City of Bastrop, Texas, amending the Bastrop City Code of Ordinances, Chapter 15, Article 15.01, Section 15.01.016 "Monument, Memorial, or Tombstones; Construction Permit Required"; repealing conflicting provisions; providing for a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
There have been several monument height variance requests brought to City Council over the years. This topic was also discussed at the joint workshop between City Council and the Cemetery Board held on January 18, 2017.

The Fairview Cemetery Advisory Board met on October 24, 2018 to review and discuss changes to monument height restrictions in Chapter 15, Article 15.01, Section 15.01.016 of the Code of Ordinances of the City of Bastrop, Texas. A monument company attended this meeting and presented information regarding monument heights. After discussion, the Cemetery Advisory Board voted unanimously to recommend to City Council that no restriction be placed on monuments, markers, memorials or tombstones. However, any monuments, markers, memorials or tombstones that exceed six feet (6') will require the monument company to submit specifications to the City's Engineer for review and approval before a work permit will be issued.

City Council approved this Ordinance on first reading February 12, 2019.

POLICY EXPLANATION:
The Code of Ordinance Chapter 15 – Cemeteries, Article 15.01 – Fairview Cemetery, Sec. 15.01.002(b)(4) The role of the advisory board shall be to recommend rules to the City Council, as are necessary concerning the use, care, control, management, restriction, and protection of the Fairview Cemetery. Any matter relating to the Fairview Cemetery shall be referred to the Bastrop Cemetery Advisory Board for their consideration of recommendation before the action is taken by the City Council, however, the advisory board's role shall be advisory only.

Section 3.14 of the Charter of the City of Bastrop requires that amendments to an ordinance can only be approved by the City Council through an ordinance.

FUNDING SOURCE:
NA

RECOMMENDATION:
Consider action to approve second reading of Ordinance No. 2019-01 of the City Council of the City of Bastrop, Texas, amending the Bastrop City Code of Ordinances, Chapter 15, Article 15.01, Section 15.01.016 “Monument, Memorial, or Tombstones; Construction Permit Required”; repealing conflicting provisions; providing for a severability clause; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2019-01

ORDINANCE NO. 2019-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 15, ARTICLE 15.01, SECTION 15.01.016 "MONUMENT, MEMORIAL, OR TOMBSTONES; CONSTRUCTION PERMIT REQUIRED"; REPEALING CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas, a Home Rule municipality incorporated and operating under the Laws of the State of Texas, is the permanent trustee for the perpetual care of lots and graves in the Fairview Cemetery; and

WHEREAS, the City of Bastrop, Texas has authority to adopt rules and regulations governing operations of the cemetery; and

WHEREAS, the Fairview Cemetery Advisory Board met on October 24, 2018, to review and discuss changes to monument height restrictions in Chapter 15, Article 15.01, Section 15.01.016 of the Code of Ordinances of the City of Bastrop; and

WHEREAS, the Fairview Cemetery Advisory Board made a motion to change the restrictions on monument height restrictions as specified in this ordinance; and

WHEREAS, the Bastrop City Council has determined that the changes recommended by the Fairview Cemetery Advisory Board on October 24, 2018, are in the best interest of the City and its citizens and should be adopted.

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

Section 1: That Chapter 15 of the Code of Ordinance, entitled Cemeteries Article 15.01 "Fairview Cemetery", shall be amended to read as follows:

ARTICLE 15.01 FAIRVIEW CEMETERY

Sec. 15.01.016 – Monument, memorial, or tombstones; construction permit required.

(a) *No changes.*

(b) *No changes.*

(c) *No changes.*

(d) *No changes*

(e) Height restrictions. There will be no height restrictions for monuments, markers, memorials, or tombstones in the Fairview Cemetery. However, any monuments, markers, memorials, or tombstones that exceed 6' will require the following:

1. Monument Company must submit specifications to the City's Engineer for review and approval before a work permit will be issued.

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 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 12th day of February 2019.

READ AND ADOPTED on Second Reading on the 26nd day of February 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 9C

TITLE:
Consider action to approve the second reading of Ordinance 2019-03 amending the budget for the Fiscal Year 2019 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The FY2019 budget was approved by City Council on September 24, 2018. Since that approval there have been some unforeseen amounts that need to be addressed through an amendment.

General Fund includes:

- The Parks Department received insurance proceeds to repair City property through an insurance claim. This amendment recognizes the income and increases the expense to cover the cost of the repair. This amendment has no effect on fund balance.

General Debt Service Fund includes:

- This amendment is to appropriate the principle and interest payments for the Certificate of Obligation, Series 2018 bond that closed September 20, 2018. The amounts were included in the estimates for this fund, but the exact payments were not a part of the original FY2019 budget.

Water/Wastewater Fund includes:

- There are several system maintenance adjustments included in this amendment: (1) additional filter expense for the remainder of the fiscal year. Extra filters were required in October during the flooding event due to the upstream river conditions, (2) tank painting is a carryover from FY2018, but the carryover amount entered in the original budget was not enough and needs to be amended to reflect the total cost of the project.

Water/Wastewater Capital Fund includes:

- The elevated storage tank at HWY 20 was originally projected for FY2020 but will start in FY2019. This amendment appropriates half of the cost of this project.
- Final engineering contract amounts for the design work of the XS Ranch Water Plant and the transmissions lines to Willow Plant were received after the FY2019 budget was approved. This amendment appropriates the additional funding needed.
- The Texas Department of Transportation project to extend HWY 71 frontage roads over the Colorado River, will require a wastewater line to be located at the expense of

the City. This amendment appropriates the $120,000 needed to engineer and construct the relocation.

Vehicle & Equipment Replacement Fund includes:

- BP&L received a quote on May 1, 2018 for a bucket truck. This amount was used in the original budget. On October 1, 2018, BP&L went to order the truck and the price had increased significant due to steel prices. This amendment increases appropriations for the increase in cost since May 2018.

Impact Fund includes:

- This amendment is to appropriate the professional service budget for the expense associated with updating the Impact Fee Study, due to the significant changes in the project estimates since the last study conducted in 2016.

City Council approved this Ordinance on first reading February 12, 2019.

POLICY EXPLANATION:
The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

FUNDING SOURCE:
Most of the amendments are reducing fund balance.

RECOMMENDATION:
Consider action to approve the second reading of Ordinance 2019-03 amending the budget for the Fiscal Year 2019 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2019-03
- Exhibit A
- All Funds Summary FY2019 – updated to reflect proposed amendments

ORDINANCE NO. 2019-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2019 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2019; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2019, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2019.

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 12th day of February 2019.

READ and ADOPTED on Second Reading on the 26th day of February 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit "A"
FY 2019
BUDGET AMENDMENTS
GENERAL FUND

Projected Fund Balance as of 9-30-18	$	2,566,858
FY2019 Budgeted Revenues	$	11,507,934
FY2019 Budgeted Expenses	$	(11,507,934)
10/2018 Budget Amendments (net)	$	(10,000)
2/2019 Budget Amendments (net)	$	-
Ending Fund Balance	$	2,556,858

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
New Revenue:				
Matching Revenues to Expenditures:				
Parks	Neutral	$1,850	Insurance Proceeds	101-00-00-4537
	Total Revenues	$1,850		
Matching Expenditures to Revenues:				
Parks	Neutral	($1,850)	Gateways/HWY 71 Landscaping	101-18-19-5381
New Expenditures:				
	Total Expenditures	($1,850)		
	Net Change	$0		

FY 2019
BUDGET AMENDMENTS
DEBT SERVICE FUND

Projected Fund Balance as of 9-30-18	$ 315,398
FY 2019 Budgeted Revenues	$ 2,637,663
FY 2019 Budgeted Appropriations	$ (2,388,203)
2/2019 Budget Amendment	$ (328,438)
Ending Fund Balance	$ 236,420

	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
		Matching Revenues to Expenditures:		
Total Revenues		0		
		Matching Expenditures to Revenues:		
		New Expenditures:		
Increase		$ (185,000)	Cert. of Obligation, Series 2018 Principle	120-00-00-7157
Increase		$ (143,438)	Cert. of Obligation, Series 2018 Interest	120-00-00-7158
Total Expense		$ (328,438)		
Net Change		$ (328,438)		

FY 2019
BUDGET AMENDMENTS
WATER/WASTEWATER FUND

Projected Fund Balance as of 9-30-18	3,141,403
FY 2019 Budgeted Revenues	5,707,190
FY 2019 Budgeted Expenses	(5,681,384)
10/2018 Budget Amendments (net)	(15,000)
2/2019 Budget Amendments (net)	(125,600)
Ending Fund Balance	3,026,609

	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
			Matching Revenues to Expenditures:	
Total Revenues		0		
			Matching Expenditures to Revenues:	
	Increase			
			New Expenditures:	
Water Distribution	Increase	(16,600)	System Maintenance (tank painting)	202-35-43-5303
Water Production	Increase	(89,000)	System Maintenance (filters)	202-35-43-5303
Wastewater	Increase	(20,000)	Professional Services (Wholesale Rate Study)	202-35-10-5505
Total Expense		(125,600)		
Net Change		(125,600)		

FY 2019
BUDGET AMENDMENTS
WATER/WASTEWATER CAPITAL FUND

Projected Fund Balance as of 9-30-18	$ 2,725,000
FY 2019 Budgeted Revenues	$ 155,000
FY 2019 Budgeted Expenses	$ (875,730)
2/2019 Budget Amendments (net)	$ (1,706,770)
Ending Fund Balance	$ 297,500

Matching Revenues to Expenditures:

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
Total Revenues		$ -		

Matching Expenditures to Revenues:

New Expenditures:

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
Increase		$ (1,300,000)	Elevated Storage Tank HWY 20	250-50-00-6320
Increase		$ (277,885)	XS Ranch Water Plant	250-50-00-6325
Increase		$ (8,885)	18" Transmission lines XS to Willow	250-50-00-6315
Increase		$ (120,000)	Wastewater Line relocation	250-51-00-6000
Total Expense		$ (1,706,770)		
Net Change		$ (1,706,770)		

FY 2019
BUDGET AMENDMENTS
VEHICLE & EQUIPMENT REPLACEMENT FUND

Projected Fund Balance as of 9-30-18	$ 1,866,409
FY2019 Budgeted Revenues	$ 611,563
FY2019 Budgeted Expenses	$ (400,764)
10/2018 Budget Amendments (net)	$ (8,000)
2/2019 Budget Amendments (net)	$ (15,000)
Ending Fund Balance	$ 2,054,208

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
Matching Revenues to Expenditures:				
Total Revenue		0		
Matching Expenditures to Revenues:				
New Expenditures:				
BP&L	Increase	($15,000)	Service Bucket Truck	380-00-00-6030
Total Expense		($15,000)		
Net Change		($15,000)		

FY 2019
BUDGET AMENDMENTS
IMPACT FUND #306

Projected Fund Balance as of 9/30/18	$ 373,652
FY 2019 Budgeted Revenues	$ 499,600
FY 2019 Budgeted Appropriations	$ (495,545)
2/2019 Budget Amendment	$ (18,500)
Ending Fund Balance	$ 377,707

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
		New Expenditures:		
Water/Wastewater	Increase	$ (9,250)	Professional Services	306-50-50-5505
		$ (9,250)	Professional Services	306-51-51-5505
	Total Expense	$ (18,500)		
	Net Change	$ (18,500)		

City of Bastrop

All Funds Summary FY2019

	GENERAL FUND	STREET MAINTENANCE FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	$ 2,566,858	$ -	$ 306,992	$ 3,425,181	$ 2,440,787	$ 5,824,328	$ 4,072,418	$ 8,260,931	$ 1,866,409	$ 28,763,904
REVENUES:										
AD VALOREM TAXES	3,533,514		1,863,009		-	-	-	-		5,396,523
SALES TAXES	4,864,390				-	-	-	-		4,864,390
FRANCHISE & OTHER TAXES	517,966			2,736,000	23,000	-	-	-		3,276,966
LICENSES & PERMITS	699,500			2,000	-	-	-	-		701,500
SERVICE FEES	543,936			240,350	1,033,866	5,667,190	7,648,040	-	311,563	15,444,945
FINES & FORFEITURES	334,000				14,500	-	-	-		348,500
INTEREST	50,000	6,000	10,850	44,500	35,850	88,386	56,000	85,500	15,500	392,586
INTERGOVERNMENTAL	72,878			62,312	1,416,576	-	-	-		1,551,766
OTHER	83,850		247,619	-	30,700	8,000	17,000	102,291	30,000	519,460
TOTAL REVENUES	10,700,034	6,000	2,121,478	3,085,162	2,554,492	5,763,576	7,721,040	187,791	357,063	32,496,636
OTHER SOURCES										
Other Financing Sources								300,000		300,000
Interfund Transfers	809,750	1,100,000	516,185	486,084	4,700	2,334,257	-	453,825	254,500	5,959,301
TOTAL REVENUE & OTHER SOURCES	11,509,784	1,106,000	2,637,663	3,571,246	2,559,192	8,097,833	7,721,040	941,616	611,563	38,755,937
TOTAL AVAILABLE RESOURCES	$ 14,076,642	$ 1,106,000	$ 2,944,655	$ 6,996,427	$ 4,999,979	$ 13,922,161	$ 11,793,458	$ 9,202,547	$ 2,477,972	$ 67,519,841
EXPENDITURES:										
GENERAL GOVERNMENT	4,225,284	566,797			1,416,576	-	-	657,807		6,866,464
PUBLIC SAFETY	4,333,584				466,950	-	133,800	228,000		5,162,334
DEVELOPMENT SERVICES	1,035,374				-	-	-	514,325		1,549,699
COMMUNITY SERVICES	1,659,458			346,994	292,175	-	160,493	533,854		2,992,974
UTILITIES					18,500	3,938,419	6,123,910	-		10,080,829
DEBT SERVICE			2,716,641		-	1,425,805	433,000	-		4,575,446
ECONOMIC DEVELOPMENT				3,065,866	-	-	-	-		3,065,866
CAPITAL OUTLAY					124,050	2,582,500	-	4,559,109	423,764	7,689,423
TOTAL EXPENDITURES	11,253,700	566,797	2,716,641	3,412,860	2,318,251	7,946,724	6,851,203	6,493,095	423,764	41,983,035
OTHER USES										
Interfund Transfers	266,084		-	516,186	575,392	1,883,565	1,341,575	1,376,500	-	5,959,301
TOTAL EXPENDITURE & OTHER USES	11,519,784	566,797	2,716,641	3,929,046	2,893,643	9,830,289	8,192,778	7,869,595	423,764	47,942,336
ENDING FUND BALANCES	$ 2,556,858	$ 539,203	$ 228,014	$ 3,067,381	$ 2,106,336	$ 4,091,872	$ 3,600,680	$ 1,332,952	$ 2,054,208	$ 19,577,505
% of Expenditures	25.5%	95.1%	8.4%	89.9%	73%	76.3%	52.6%	20.5%	484.8%	57.1%

City Council Amendment February 26, 2019

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 10A

TITLE:
Consider action and approve Resolution No. R-2019-23 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: February 26, 2019 **AGENDA ITEM**: 10B

TITLE:
Consider action and approve Resolution No. R-2019-24 of the City Council of the City of Bastrop, Texas approving Building Bastrop Policy Statement: A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda K. Humble

BACKGROUND/HISTORY:
Building Bastrop launched on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. Building Bastrop is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. It is about the journey that the City of Bastrop has taken to get to this point, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together. Honoring our authentic past. Planning for our sustainable future.

POLICY EXPLANATION:
The City Council recognizes the need to establish a Building Bastrop Policy Statement that will serve as the purpose statement and explanation for all code revisions and rulemaking procedures that impact development in the City of Bastrop to ensure clarity and consistency. At the February 12, 2019 Council Meeting, Council provided feedback on essential elements that must be incorporated into future development regulations. From this discussion, a draft purpose statement was created and is provided below for Council consideration:

> ***"Create a fiscally sustainable, timeless community through community land-use regulations that are locally made (authentic Bastrop), geographically sensitive, and fiscally sustainable."***

In addition to this purpose statement, a Building Bastrop Policy Statement was created to offer an explanation on key concepts that must be utilized for all development related codes to ensure clarity and consistency. This policy statement, attached for your review as Exhibit A to Resolution R-2019-24, includes the following:

- What is Building Bastrop.
- Why Building Bastrop is important.
- Building Bastrop Purpose Statement.
- What the Purpose Statement really means.
- What the elements of Fiscally Sustainable are.

This Policy Statement will likely be amended in the future to include additional key elements as identified during development code discussions. The final document will be incorporated into the Ordinance "Preamble," when the final development codes are adopted.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action and approve Resolution No. R-2019-24 of the City Council of the City of Bastrop, Texas approving Building Bastrop Policy Statement: A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A: Building Bastrop Policy Statement

RESOLUTION NO. R-2019-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING BUILDING BASTROP POLICY STATEMENT: A PURPOSE STATEMENT AND EXPLANATION FOR ALL DEVELOPMENT RELATED CODE REVISIONS AND RULEMAKING PROCEDURES TO ENSURE CLARITY AND CONSISTENCY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, *Building Bastrop* launched on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. Building Bastrop is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. It is about the journey that the City of Bastrop has taken to get to this point, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together. Honoring our authentic past. Planning for our sustainable future; and

WHEREAS, *Building Bastrop* is important because the City is planning for the next 100 years. Bastrop, Texas, established on June 8, 1832 making it one of the oldest towns in Texas. will celebrate its 187th birthday in 2019, and will celebrate 200 years as a city in 2032, just 13 years in the future; and

WHEREAS, the original settlers of Bastrop discovered a lush landscape where several geographies of Texas collide along the banks of the Colorado River. They set out to build a unique and lovely place for the future. Using the tools they had at the time to plan a logical path for growth going forward, they laid the foundation for a resilient community. The geography of the area, the development pattern of the land, and the organization of the buildings established a pure and authentic Texas town. How the City uses the information, gifted from the founders, to guide Bastrop's future is the journey the City must afford itself to take, today, especially since existing codes and regulations would prevent such development from occurring today; and

WHEREAS, *Building Bastrop* is important to meet the City's Comprehensive Plan goals. The City updated its Comprehensive Plan in 2016 with significant participation from the community. Known as Comprehensive Plan 2036, it provides an innovative vision for all aspects of the community including transportation and land-use. This plan also recognized the detrimental effects of sprawl development. The Comprehensive Plan 2036 defines sprawl on Page 2-7 as "a spatial development pattern or condition that occurs when large tracts of land are devoted to a single use (single-use zoning); where individual buildings take up increasingly large portions of land (low-density development); and the only way to navigate from one area to another is by automobile (auto-dependency); and

WHEREAS, *Building Bastrop* is important because Bastrop's infrastructure is aging, drainage and land-use regulations are outdated, and flooding is frequent and damaging. Traffic is increasing, and development – while following current regulations – is not indicative of a fiscally responsible, resilient city. Bastrop's position is not unique; many vulnerable cities throughout Texas and the U.S. are confronting similar issues resulting from decades-old policies and land use regulations; and

WHEREAS, *Building Bastrop* is facing significant growth in the future. Year after year, Central Texas continues to top the charts as one of the fastest growing regions in the nation. The ever-growing industries and influx of people moving to the area create substantial opportunities

and challenges for the cities in the metro area. Austin's high housing costs, unresolvable traffic congestion, and limited room for growth, created a shortage of attainable housing in Austin proper. Furthermore, its complicated and outdated development code and process further exacerbate the problems. The development patterns in these cities are on a scale, which is out of compliance with the way cities were historically built. There are many serious challenges associated with the pattern of development, referred to as sprawl. They range from the scale, speed, and cost of the streets to the separation of land uses, housing types, and isolation of schools, businesses and civic facilities. Terms often associated with suburban sprawl are placeless places, generic neighborhoods, or anywhere America; and

WHEREAS, *Building Bastrop* is important because there is a strong community need to get development right. Bastrop is facing significant growth, and like most communities has one shot to get it right. Bastrop currently lies just east of rapid sprawling growth. It may not be long before the massive growth pressures arrive. As the growth heads eastward, it is imperative Bastrop understand its options and defines the path for its future or it too, could be a place run over with placeless characteristics. As the City of Bastrop prepares to take an eye-opening journey of planning a resilient City for the generation of today, and ones of the future, a connection must be made to understand and respect the history which shaped its past, while planning for a sustainable future; and

WHEREAS, the City Council recognizes the need to establish a Purpose Statement that will serve as the purpose statement for all code revisions and rulemaking procedures that impact development in the City of Bastrop to ensure clarity and consistency; and

WHEREAS, the City Council is adopting the following Purpose Statement: ***"Create a fiscally sustainable community through community land-use regulations that are locally made (authentic Bastrop), geographically sensitive, and fiscally sustainable;"*** and

WHEREAS, **locally made** is another way of saying **Authentic Bastrop**. Authentic means being so in fact, genuine, not fraudulent or counterfeit. In order to be authentic, every development principle, philosophy, etc. included in future code revision or rulemaking procedure must be vetted with Bastrop's Purpose Statement in order to ensure it is locally made. There can be "no cut, copy, and paste" using another city as the model. Every principle, philosophy, etc. must have a long-standing history of meeting an element(s) required in the Purpose Statement; and

WHEREAS, **geographically sensitive** recognizes the differences in geography that exist in Bastrop, which can affect development, and must be considered when development occurs. For example, part of Bastrop is located on a bluff. Part of Bastrop is flat. Part of Bastrop has clay soil. Part of Bastrop has various sandy soils. There is significant floodplain in Bastrop created from the Colorado River, Gils Branch, and Piney Creek. A portion of Bastrop is included in the conservation area for the Houston Toad, an endangered species. State Highway 71, a four-lane highway runs east/west through Bastrop, creates a physical barrier challenging to non-automobile related transportation. Union Pacific Railroad runs through the middle of the community with twelve (12) railroad crossings. The Lost Pines Forest is a unique 13-mile belt of loblolly pines in the City of Bastrop, its extraterritorial jurisdiction (ETJ), and the County. Therefore, all codes must acknowledge the geographically sensitive environment rather than taking a "one-size-fits-all" approach that can lead to the creation of detrimental development; and

WHEREAS, **fiscally sustainable** is the ability of a government to sustain its current spending, tax, and other policies in the long run without threatening government solvency or defaulting on some of its liabilities or promised expenditures. In recent years, local governments have come to understand that suburban sprawl will never lead to fiscal sustainability. All infrastructure is built as a part of a new development and paid for by the developer. The developer pays for the installation one time. The City pays to maintain and/or replace the infrastructure in perpetuity. Yet, the revenue generated from "sprawl" development does not cover the cost of the maintenance and/or replacement of its infrastructure leaving a deficit for the community to have to cover through other sources of revenue or risk letting their infrastructure decline to the point of catastrophic failure; and

WHEREAS, the City of Bastrop cannot fix the aging infrastructure it has, much less take on any additional infrastructure. Rather than play the "blame game," City Council is playing the "responsibility game." Recognizing that you cannot solve a problem with the same level of thinking that creating it, the City Council is changing the way the City addresses development through the creation and adoption of fiscally sustainable development standards, as noted in the Comprehensive Plan 2036; and

WHEREAS, Goal 2.1.1.2 of the Comprehensive Plan states "Prepare and utilize a fiscal impact analysis tool when determining the value of annexing property, or when reviewing proposed planned developments or other development proposals. The City of Bastrop has hired Verdunity to develop a fiscal sustainability model, which will do two (2) things. First, determine how unstainable existing development is in Bastrop. Second, provide a mechanism to ensure all development built in the future IS fiscally sustainable; and

WHEREAS, long term, fiscally sustainable development has to be a win-win for both the City of Bastrop and the development community. The development standards must be economically viable for the developer to build, while generating sufficient revenue for the City of Bastrop to maintain and replace the required infrastructure in perpetuity.

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

Section 1: That the City Council hereby approves Building Bastrop Policy Statement: A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency, as shown in Exhibit A.

Section 2: That 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 26th day of February 2019.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Tracy Chavez, Deputy City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Building Bastrop Policy Statement:

A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency.

What is Building Bastrop?

The City of Bastrop launched **Building Bastrop** on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. It is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. It is about the journey that the City of Bastrop has taken to get to this point, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together. Honoring our authentic past. Planning for our sustainable future.

Why is Building Bastrop Important?

Planning for the Next 100 Years: Bastrop, Texas, established on June 8, 1832 making it one of the oldest towns in Texas, will celebrate its 187th birthday in 2019. Bastrop will celebrate 200 years as a city in 2032, just 13 years in the future. The original settlers of Bastrop discovered a lush landscape where several geographies of Texas collide along the banks of the Colorado River. They set out to build a unique and lovely place for the future. Using the tools they had at the time to plan a logical path for growth going forward, they laid the foundation for a resilient community. The geography of the area, the development pattern of the land, and the organization of the buildings established a pure and authentic Texas town. How the City uses the information, gifted from the founders, to guide Bastrop's future is the journey the City must afford itself to take, today, especially since existing codes and regulations would prevent such development from occurring today.

Comprehensive Plan Goals: The City updated its Comprehensive Plan in 2016 with significant participation from the community. Known as Comprehensive Plan 2036, it provides an innovative vision for all aspects of the community including transportation and land-use. This plan also recognized the detrimental effects of sprawl development. The Comprehensive Plan 2036 defines sprawl on Page 2-7 as "a spatial development pattern or condition that occurs when large tracts of land are devoted to a single use (single-use zoning); where individual buildings take up increasingly large portions of land (low-density development); and the only way to navigate from one area to another is by automobile (auto-dependency)."

Aging Infrastructure: Bastrop's infrastructure is aging, drainage and land-use regulations are outdated, and flooding is frequent and damaging. Traffic is increasing, and development, while following current regulations, is not indicative of a fiscally responsible, resilient city. Bastrop's position is not unique; many vulnerable cities throughout Texas and the U.S. are confronting similar issues resulting from decades-old policies and land use regulations.

Significant Growth: Year after year, Central Texas continues to top the charts as one of the fastest growing regions in the nation. The ever-growing industries and influx of people moving to the area create substantial opportunities and challenges for the cities in the metro area. Austin's high housing costs, unresolvable traffic congestion, and limited room for growth, created a shortage of attainable housing in Austin proper. Furthermore, its complicated and outdated development code and process further exacerbate the problems. The development patterns in these cities are on a scale, which is out of compliance with the way cities were historically built. There are many serious challenges associated with the pattern of development, referred to as sprawl. They range from the scale, speed, and cost of the streets to the separation of land uses, housing types, and isolation of schools, businesses and civic facilities. Terms often associated with suburban sprawl are placeless places, generic neighborhoods, or anywhere America.

The Need to Get Development Right: Bastrop is facing significant growth, and like most communities, has one shot to get it right! Bastrop currently lies just east of the rapid sprawling growth. It may not be long before the massive growth pressures arrive. As the growth heads eastward, it is imperative Bastrop understand its options and defines the path for its future or it too, could be a place run over with placeless characteristics. As the City of Bastrop prepares to take an eye-opening journey of planning a resilient City for the generation of today, and ones of the future, a connection must be made to understand and respect the history that shaped its past, while planning for a sustainable future.

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Building Bastrop Purpose Statement Adopted by Bastrop City Council:

Create a fiscally sustainable community through land-use regulations that are locally made (Authentic Bastrop) and geographically sensitive.

What does this Purpose Statement Really Mean?

Fiscally sustainable is the ability of a government to sustain its current spending, tax, and other policies in the long-run without threatening government solvency or defaulting on some of its liabilities or promised expenditures. In recent years, local governments have come to understand that suburban sprawl will never lead to fiscal sustainability.

All infrastructure is built as a part of a new development and typically paid for by the developer. The developer pays for the installation one time. The City pays to maintain and/or replace the infrastructure in perpetuity. Yet, the revenue generated from "sprawl" development does not cover the cost of the maintenance and/or replacement of its infrastructure leaving a deficit for the community to have to cover through other sources of revenue or risk letting their infrastructure decline to the point of catastrophic failure.

The City of Bastrop cannot fix the aging infrastructure it has, much less take on any additional infrastructure. Rather than play the "blame game," City Council is playing the "responsibility game." Recognizing that you cannot solve a problem with the same level of thinking that creating it, the City Council is changing the way the City addresses development through the creation and adoption of fiscally sustainable development standards, as noted in the Comprehensive Plan 2036.

Goal 2.1.1.2 of the Comprehensive Plan states "Prepare and utilize a fiscal impact analysis tool when determining the value of annexing property, or when reviewing proposed planned developments or other development proposals". The City of Bastrop hired Verdunity, Inc. to develop a fiscal sustainability model, which will do two (2) things. First, determine how unsustainable existing development is in Bastrop. Second, provide a mechanism to ensure all development built in the future IS fiscally sustainable.

Long term, fiscally sustainable development has to be a win-win for both the City of Bastrop and the development community. The development standards must be economically viable for the developer to build, while generating sufficient revenue for the City of Bastrop to maintain and replace the required infrastructure in perpetuity.

Locally made is another way of saying **Authentic Bastrop**. Authentic means being so in fact, genuine, not fraudulent or counterfeit. In order to be authentic, every development principle, philosophy, etc. that is included in any development related code revision or rulemaking procedure must meet the Building Bastrop Purpose Statement. There cannot be a "cut, copy, and paste" mindset using another city as a model when writing regulations. Every principle, philosophy, etc. included must have a proven history of meeting the elements required in the Purpose Statement, specifically tailored to fit Bastrop.

Geographically sensitive recognizes the differences in geography that exist in Bastrop, which can affect development. For example, part of Bastrop is located on a bluff. Part of Bastrop is flat. Part of Bastrop has clay soil. Part of Bastrop has various sandy soils. There is significant floodplain in Bastrop created from the Colorado River, Gils Branch, and Piney Creek. State Highway 71, a four-lane highway running east/west through Bastrop, creates a physical barrier challenging non-automobile related transportation. Union Pacific Railroad runs through the middle of the community with twelve (12) crossings. The Lost Pines Forest is a unique 13-mile belt of loblolly pines in the City of Bastrop, its extraterritorial jurisdiction (ETJ), and the County. A portion of Bastrop is included in the Lost Pines Conservation Area for the Houston Toad, an endangered species. Therefore, all codes must acknowledge the environment rather than taking a "one-size-fits-all" approach that can lead to the creation of detrimental development.

What are the Elements of Fiscally Sustainable?

In October 2018, SimpleCity Design presented a report on Bastrop DNA Analysis, an in-depth analysis of Downtown Bastrop's anatomy and how it functions as a complete neighborhood. The analysis serves a starting point to inform the conversation as the City plans for implementing new development standards mentioned within the Comprehensive Plan, not just Downtown, but city-wide. The DNA analysis quantified various elements of the original city fabric and captured the patterns of the built environment, which will inform the future of the City through integration into new locally made development standards.

The configuration of streets, buildings, and infrastructure have served Downtown Bastrop patrons, residents, and businesses for hundreds of years, and the value of the built environment continues to rise. The day the buildings were built Downtown was the lowest value they have ever had. The flexibility in design allows market trends to shift with little to no change to the built environment or street network.

Grid. Downtown Bastrop is laid out in an almost perfect series of small gridded blocks that are 330' X 330'. The gridded network of streets is a fundamental element, which creates the most effective and efficient structure for cities to be walkable, flexible, and timeless.

The grid creates flexible blocks. A block could be used as a farm lot, a series of small houses, main street buildings, or even a skyscraper, without reconfiguring the network of streets. The blocks provide a variety of density levels, lot sizes, and organization to fit what the market supports at that time in history.

Streets are sized appropriately to the scale of the buildings and lot makeup. Infrastructure is gridded and provides a series of intersections for redundancy. A natural hierarchy of streets are

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determined by building forms and land uses. Bike routes from existing infrastructure can be created based on the use and the design of existing streets. The navigable design makes it easy to move around on food, bike, skateboard or car with endless options for routes.

Diverse building types throughout Downtown Bastrop create fiscally viable options for small businesses and residents, with a variety of income levels. The integration of small buildings, located alongside larger buildings and small houses, located adjacent to larger homes, support a mix of options for people looking to move or open a business in Bastrop.

Walkable Place. Downtown Bastrop was built with clear and logical intentions, from the layout of the streets, the location along the waterfront, the orientation of the buildings, to the variety of building scales and types. The makeup of the original town functioned well for the population then and functions well for the population now. Downtown functions as a complete neighborhood, providing easy access to a wide range of services, housing types, office space, and parks and civic space with a comfortable walk, bike ride, or drive away. The arrangement of the small gridded network of streets further enhances the options provided to the people in Downtown.

It is important to note that Americans walk about a ¼ of a mile or a five (5) minute walk to services or places of interest. However, when the environment is comfortable, shaded and welcoming, they will walk about ½ of a mile. Bastrop's gridded tree-lined streets make it easy to access nature, services and restaurants all within a close proximity creating real opportunities for a walkable neighborhood.

Timeless place. The overall organization of the built environment Downtown Bastrop is timeless. It has already proven to withstand the test of time related to the introduction of cars, new market demands, new housing trends, how services are delivered, and how people choose to live in the modern world.

Key elements, which make Downtown Bastrop timeless and fiscally sustainable, include:

- the continuous rows of buildings and how they address the street;
- flexible space and building types to support a range of businesses and housing options;
- existing resources, infrastructure, and buildings are easily adaptable for modern trends;
- the blocks provide a variety of density levels, lot sizes, and organization to fit what is supported at that time in history;
- the shopfronts and ground floor characteristics at the street edge;
- upper story space to house offices, residents, or artists/creative spaces;
- awnings and street trees shading wide sidewalks;
- parks and civic spaces integrated into the built form of the City;
- human scale signs informing people what comes next;
- products spilling into the sidewalks from nearby storefronts;
- incremental development and lack of uniformity creates an inherit visual interest; and
- the people who live, work, and own shops and businesses Downtown.

Golden ratio, also known as Fibonacci sequence. Timeless, walkable places must be visually appealing, comfortable, and built to scale. The golden ratio, also known as divine proportion, appears in art, nature, and science including flower petals, pinecones, shells, trees, and storms. Utilizing the golden ratio into development standards provides a mathematical equation for creativity, when most architects and engineers of today's era have experience in "suburban sprawl" development techniques.

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STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 10C

TITLE:
Consider action to approve Resolution R-2019-22 of the City Council of the City of Bastrop, Texas approving a task order for additional design, bidding, and construction phase services for the Main Street Field Engineering Project to MWM Design Group in the amount of Seventy-eight Thousand Ten Dollars and Seventy-five Cents ($78,010.75) as 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's initial Main Street Field Engineering project signed by Interim City Manager Marvin Townsend was for new sidewalks and street repair along Main Street from Pine Street to Spring Street and new sidewalks only from Spring Street to Farm Street.

The original scope of the project did not include improvements from Pine Street to Water Street. Recently the funding was allocated for FY19 by the Capital Area Metropolitan Planning Organization (CAMPO) and the Bastrop Economic Development Corporation to complete Phase II, "The Downtown River Loop", from Water Street to State Highway 71. Due to this funding of the Downtown River Loop, it makes sense to extend the sidewalks an additional three (3) blocks to enhance connectivity and walkability. This additional scope of work extends the project limits along Main Street from Pine Street to Water Street and includes an updated field survey for the total length of the project better identifying the limits of the right of way. The original engineering scope of work was Seventy-three Thousand Three hundred seventy dollars and Seventy-five cents ($ 73,370.75). The additional engineering in the proposed scope will increase the cost for engineering and survey by four thousand six hundred forty dollars and zero cents. ($4,640.00). Although the increase in cost could have been done through a change order I felt it was important to bring in the change in scope to council along with the City of Bastrop's Standard Engineering Agreement since MWM DesignGroup is on the list of qualified engineers.

On July 10, 2018, The City of Bastrop City Council approved a list of qualified consulting firms to provide assistance with civil engineering, geotechnical engineering, hydraulic and hydrologic engineering, surveying, landscape architecture, land planning and architecture. MWM DesignGroup was identified as a qualified consultant in the areas of sidewalks/trails, land planning, and architecture.

MWM DesignGroup will provide the following services:

1. Project Management – including status reports and monthly invoices to cover work completed to date.

2. Field Survey – to identify the limits of the rights-of-way for the project limits.
3. Streetscape Selection – offer options for aspects of the streetscape that can be varied from property to property. These options are anticipated to include types of trees, up to three concrete stamp options, and up to two brick colors and patterns.
4. Architectural Selection – provide up to two historically accurate options to stabilize the slope and provide pedestrian protection near Ferry Park between Austin Street and Water Street.
5. Additional Exhibits – visit the site with specific focus on the additional limits of the project within the City, perform an assessment, and prepare exhibits with sufficient detail for a contractor to bid the project.
6. Additional Property Owner Coordination – meet with property owners in an effort to receive required permission to construct the portion of the sidewalk between the face of the building and the property line, including the entrance approach.
7. Public Meeting – prepare exhibits presenting the proposed improvements and provide foam-core exhibits and pdfs suitable for projection of the exhibits for use at a public meeting. MVM anticipates up to two Engineering representatives being in attendance at the public meeting to discuss the project with residents and answer questions.
8. Additional Design Phase Submittal Effort – provide draft submittals and an opinion of probably cost for the City's review at 90% and 100% milestones.
9. Additional RAS Coordination – contract with Altura Solutions and coordinate with them for project registration with TDLR and plan review for the project extents.
10. Additional Construction Phase Services – review Shop Drawings and other submittals provided by the Contractor, provide responses to Requests for Information submitted by the Contractor, and perform additional Field Engineering site visits to observe and direct the Contract regarding specific details of the sidewalk construction.

Schedule:

- Field Survey will be completed approximately 5 weeks after Notice to Proceed.
- Updated 90% Design Submittal for currently scoped extents and additional extents will be provided 4 weeks after receipt of Notice to Proceed.
- 100% Design Submittal will be provided 4 weeks after receipt of 90% comments and receipt of feedback from the public meeting.
- Construction Phase is anticipated to last an additional 12 weeks.

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:
This contract is funded from existing bond funds. There is adequate funding to cover the increase in the scope of work provided.

RECOMMENDATION:
Consider action to approve Resolution R-2019-22 of the City Council of the City of Bastrop, Texas approving a task order for additional design, bidding, and construction phase services for the Main Street Field Engineering Project to MWM DesignGroup in the amount of Seventy-eight Thousand Ten Dollars and Seventy-five Cents ($78,010.75) as 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
- Master Agreement
- Task Order/Scope of Services

RESOLUTION NO. R-2019-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A TASK ORDER FOR ADDITIONAL DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR THE MAIN STREET FIELD ENGINEERING PROJECT TO MWM DESIGNGROUP IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND TEN DOLLARS AND SEVENTY-FIVE CENTS ($78,010.75) AS 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 of public safety provided by performing construction management and studying/managing of regional infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands the value in consulting on these matters with a licensed engineer; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of street maintenance and sidewalk construction; and

WHEREAS, the City of Bastrop has chosen MWM DesignGroup from a list of qualified consulting firms identified by the City of Bastrop City Council on July 10, 2018; and

WHEREAS, MWM DesignGroup has prepared a scope of work for the Main Street Field Engineering Project for which they will design plans, bid, and provide construction phase services along Main Street from Pine Street to Water Street at a cost of Seventy-eight Thousand Ten Dollars and Seventy-five Cents ($78,010.75).

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

Section 1. That the City Council has found MWM DesignGroup to be a subject matter expert in the fields of sidewalks/trails, land planning, and architecture.

Section 2. The City Manager is hereby authorized to execute a Master Agreement and Task Order for Project Management, Field Survey, Streetscape Selection, Architectural Selection, Additional Exhibits, Additional Property Owner Coordination, Public Meetings, Additional Design Phase Submittal, Additional Registered Accessibility Specialist Coordination, and Additional Construction Phase Services between the City of Bastrop, Texas and MWM DesignGroup, as well as all other necessary documents related to this project.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 26th day of February 2019.

APPROVED:

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Connie B. Schroeder, Mayor

ATTEST:

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Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

ENGINEERING SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of _____ 2019, by and between the **City of Bastrop,** Texas (hereinafter referred to as the "City") and **Walker Partners Engineers & Surveyors**, hereinafter referred to as "Engineer," is understood and agreed to be as set forth herein:

1. **Description of Services:** The City, in connection with carrying out the duties of its various ordinances and permits regulating roads, driveways, drainage improvements, subdivisions, site development, and water quality, requires the services of a licensed engineer.

   (a) Engineer shall perform the services described in the Task Orders attached to this Agreement and in subsequent Task Orders for Engineering Services approved by the City Council or the City Manager during the term of this Agreement.

   (b) Engineer shall be retained by the City under the designation of "Alternate City Engineer" when the City Engineer is unavailable or has a potential conflict of interest regarding the performance of his/her duties.

   (c) Engineer agrees to review submittals and perform inspections requested by the City under appropriate ordinances of the City.

   (d) Upon City's request, Engineer will make written reports noting ordinance compliance.

   (e) Engineer shall deliver reports to Project Manager for City via mail, in person, facsimile, or other electronic means within ten (10) business days after Engineer's receipt and acceptance of request for review or inspection. If the City's specific assignment of duties for a specific project is declined by Engineer, then the City may assign said duties to another alternate engineer under contract at the City's discretion. Engineer does not have the authority to unilaterally select an alternate engineer. Engineer shall assist the City in the selection of additional contractors when requested by the City.

   (f) Engineer may from time to time be called upon to perform the following services:

      (1) attend meetings of the City Council, when requested by the Mayor or City Manager; and/or

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(2) attend other public or private meetings related to the duties performed under this Agreement.

(g) Requests for inspection may be made by telephone. Upon notification, Engineer will accept or decline the request within three (3) business days.

(h) Requests for plan review services may be made by telephone, email or fax. Upon notification, plan document submittals will be picked up within one (3) business day or the City will have them delivered to Engineer within one (3) business day. Reviewed plans and construction documents will be returned no later than ten (10) business days.

(i) Engineer shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Engineer agrees to abide by the Texas Engineering Practice Act and Rules as established by the Texas Board of Professional Engineers.

(j) Engineer will report to the City's Planning Director or assigned staff liaison, in writing, any conflicts between Engineer and any citizen in the course of performing said duties.

(k) Engineer shall maintain complete and accurate records of work performed for the City. Engineer shall manage both public and confidential records that Engineer obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws. Engineer shall comply with the City's public information policies.

2. **Payment for Services:** The City will compensate the Engineer according to the Task Orders attached and incorporated herein as Exhibit "A" and subsequent Task Orders for Engineering Services approved by the City Council or the City Manager during the term of this Agreement. Engineer shall invoice City monthly for services performed. Invoice shall include a description of the project and type of work performed. The total amount of the task being performed. Additional services and payment for such services must be approved in writing by the City before such services are provided.

3. **Duration:** This Agreement shall be in effect for a period of twelve (12) months.

4. **Renewal:** This Agreement shall automatically renew for successive one-year periods up to a term of five (5) years, unless terminated as set out below.

5. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

6. **Relationship of Parties:** It is understood by the parties that Engineer is an independent contractor with respect to the City and is not an employee of the City. City will not

provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Engineer. The City may contract with other individuals or firms for engineering services.

7. **Limitations:** During the term of this agreement, the Engineer will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Engineer has a direct conflict with the City's interests, the City Council shall contact the Engineer in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Engineer or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

8. **Employees:** Engineer's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Engineer shall provide adequate evidence that such persons are Engineer's employees.

9. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, Engineer has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (pursuant to Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (pursuant to Texas Government Code Chapter 2270). Engineer must also complete Form 1295 (available online here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), as required by the Texas Ethics Commission, and submit it to the City.

10. **Injuries/Insurance:** Engineer acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Engineer's employees, if any. Engineer waives the rights to recovery from City for any injuries that Engineer and/or Engineer's employees may sustain while performing services under this Agreement. Engineer to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period.

11. **Indemnification:** Engineer agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of Engineer, Engineer's employees, if any, and Engineer's agents.

12. **Assignment:** Engineer's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

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13. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:	**For the Engineer:**
Attention: City Manager	Attention: Julia Harrod
City of Bastrop	MWM Design Group
P.O. Box 427	305 E Huntland Dr., Suite 200
Bastrop, TX 78602	Austin, TX 78752
512-332-8800	512-382-0021

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

14. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.

15. **Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

16. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. **Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

18. **Applicable Law:** The laws of the State of Texas shall govern this Agreement.

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19. Venue: The venue for any and all legal disputes arising under this Agreement shall be ***Bastrop County, Texas***.

CITY OF BASTROP:	**WALKER PARTNERS**
_____	_____
Lynda Humble, City Manager	Julia Harrod, P.E.
_____	_____
Date	Date

ATTEST:

_____
Traci Chavez, Deputy City Secretary

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Attachment “A”
Task Orders

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SCOPE OF SERVICES
ADDITIONAL
DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES

CITY OF BASTROP
MAIN STREET FIELD ENGINEERING

The City of Bastrop (City) has requested a proposal for additional professional design, bidding, and construction phase services for the Main Street Field Engineering Project. The initial project limits along Main Street were from Pine Street to Spring Street for new sidewalks and street repair (mill/overlay) and from Spring Street to Farm Street for new sidewalks. This additional service scope of services extends the project limits along Main Street from Pine Street to Water Street.

After continued discussions with City staff, MWM DesignGroup (MWM) intends to continue implementing a hybrid design method that falls between full field engineering and traditional design-bid-build process. Schematic designs with exhibits (utilizing aerial imagery without survey) for the improvements in order to convey the design intent supported by standard details and specifications will be provided for the additional project extents.

A detailed description of the scope of services for Design, Bidding, and Construction Phases is presented below.

SCOPE OF SERVICES

Task 1: Project Management

MWM will provide additional project management including status reports and monthly invoices to cover work completed to date. The status report will summarize work completed, the work scheduled to be completed for the upcoming week, and identify any outstanding issues or decisions that must be resolved by City staff or the project team.

Task 2: Field Survey

MWM will perform field survey to identify the limits of the rights-of-way for the additional three blocks of the project limits. Survey services shall be limited to the Main Street ROW from Pine Street to Water Street and will be provided in accordance with the following:

1. Establish horizontal control as necessary to perform survey. Control shall be established on an arbitrary basis.
2. Obtain and review available plats, deeds and maps pertaining to tracts adjoining survey area.
3. Locate existing monumentation sufficient to re-establish ROW lines.

4. Perform calculations and analysis to re-establish ROW lines.
5. Field stake/flag both sides of ROW at approximately 150' intervals. Points shall consist of 60d nail with guard stake and lath.
6. Provide a sketch showing data outlined above.

Task 3: Streetscape Selection

MWM will provide options for aspects of the streetscape that can be varied from property to property. These options are anticipated to include types of trees (provide up to 10 regionally appropriate trees for the City to select from), up to three concrete stamp options, and up to two brick colors and patterns. MWM anticipates that the streetscape selection options will be reviewed and approve by the City and presented to property owners for selection prior to the Construction Phase. MWM will also provide recommendations for electric conduit (with coordination from City) and irrigation at street trees and locations for additional street lighting based on light details provided by the City.

Task 4: Architectural Selection

MWM will provide up to two historically accurate options to stabilize the slope and provide pedestrian protection near Ferry Park between Austin Street and Water Street. MWM will prepare, for review and approval by the City of Bastrop, recommendations for guardrail systems sensitive to the historic context of the proposed trail improvements. Railing recommendations will be coordinated with the engineering design of the improvements (e.g. hydraulic design) and with input from the City regarding maintainability and consistency with existing standards. Recommendations may include masonry and metal components (individually or in combination). Upon identification by the City of a preferred solution, MWM will prepare representative architectural details and manufacturer references (as applicable).

Task 5: Additional Exhibits

MWM will visit the site with specific focus on the additional limits of the project with the City, perform an assessment, and prepare exhibits with sufficient detail for a contractor to bid the project. The exhibits will be to scale and are anticipated to be overlaid on readily available aerial imagery with general callouts to identify the approximate route, offsets, and reference appropriate standard details and specifications included in the project manual. Exhibits will include general direction for sidewalk improvements, curb re-alignments, utility adjustments, landscape architecture and streetscapes, and street repair (mill/overlay). MWM anticipates approximately 3 (three) additional exhibits, one for each block, to convey the design intent for the extents described above.

Task 6: Additional Property Owner Coordination

MWM will meet with property owners in the additional limits in an effort to receive required permission to construct the portion of the sidewalk between the face of building and the property line, including the entrance approach. The meetings are anticipated to be performed onsite to help the property owner understand the intent and sequence of the improvements. All required easements or other documents will be provided by the City.

Task 7: Public Meeting

MWM will prepare exhibits presenting the proposed improvements and provide foam-core exhibits (up to 6 - 24"x36" exhibits) and will provide pdfs suitable for projection of the exhibits for use at a public meeting. MWM understands that the public meeting will be organized by the City and that all outreach will be performed by the City. MWM anticipates up to two Engineering representatives being in attendance at the public meeting to discuss the project with residents and answer questions regarding the project.

MWM will prepare a digital representation of the proposed improvements appearing to be three dimensional overlaid on the existing infrastructure to further convey the design intent to the public. The digital representation will include still and/or video depiction based on available background data.

Task 8: Additional Design Phase Submittal Effort

MWM anticipates incorporating milestone submittals for the additional project limits as part of milestone submittals of the overall project starting with the 90% milestone submittal. MWM will provide draft submittals and an opinion of probable cost for the City's review and comment at 90%, and 100% milestones. The additional effort for the draft submittals are anticipated to include exhibits as described above and additional standard details required within the expanded project limits. Two 11"x17" hard copies and a pdf will be provided for each submittal.

Task 9: Additional RAS Coordination

MWM will contract with Altura Solutions and coordinate with them for the project registration with TDLR and plan review for the additional project extents. The attached proposal from Altura Solutions (Attachment A) includes existing scope and the additional scope. The fee reflects only the additional scope.

Task 10: Additional Construction Phase Services

MWM will provide additional construction phase services as described below:

1. MWM will review Shop Drawings and other submittals provided by the Contractor in accordance with the Construction Contract Documents.

2. MWM will provide responses to Requests for Information (RFI) submitted by the Contractor as necessary to clarify the intent of the construction documents.

3. MWM will perform additional Field Engineering site visits to observe and direct the contractor regarding specific details of the sidewalk construction for the expanded limits of the project. The Field Engineering site visits are anticipated to be performed, on average, three days per week for the duration of the additional construction, approximately 12 weeks. The site visits that are anticipated to last 1.5 hours (plus 1.5 hours travel) for each site visit.

EXCLUDED SERVICES

Services that are not provided under this Agreement specifically include, but are not limited to: services not specifically mentioned above, establishing control on State Plane basis; re-establishing boundary of intersecting/adjacent lines of tracts along existing ROW; obtaining title commitments, title and easement report(s) or abstracts of title; preparation of ROW maps; topographic survey or surveys to obtain vertical data; location of surface improvements; tree survey; research and mapping of underground utilities; survey in support of geotechnical investigation services provided by others; survey in support of SUE services provided by others; surveys in support of environmental surveys performed by others; construction phase surveying and other services or expenses which may become necessary for the completion of this project but which are not reasonably anticipatable at this time. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

SCHEDULE

- Field Survey (Task 2) will be completed approximately 5 weeks after Notice to Proceed
- Updated 90% Design Submittal for currently scoped extents and additional extents will be provided 4 weeks after receipt of Notice to Proceed
- 100% Design Submittal will be provided 4 weeks after receipt of 90% comments and receipt of feedback from the public meeting
- Construction Phase is anticipated to last an additional 12 weeks

SCHEDULE OF COMPENSATION

Design, Bidding, and Construction Phase Services, Tasks 1-10 described above, will be provided on a Lump Sum amount of $78,010.75. A detailed fee breakdown is included as Attachment B.

ATTACHMENTS

Attachment A: Altura Solutions Detailed Scope of Services
Attachment B: Fee Breakdown
Attachment C: Standard Terms and Conditions

Land Surveying
Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263. MWM DesignGroup TBPLS Firm Registration No.: 10065600.

This proposal is valid for a period of 60 days from date of proposal. If you concur, please include this proposal as part of the task order for the above referenced project.

Approved:



February 13, 2019
Julia Harrod, P.E. — Date
President

MWM DesignGroup
305 E Huntland Dr., Suite 200
Austin, Texas 78752

_____ _____
Lynda Humble — Date
City Manager

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

ATTACHMENT A

Altura Solutions
ACCESSIBILITY CONSULTANTS

September 7, 2018

Tony Buonodono, P.E., PMP
Associate
Senior Project Manager
MWM DesignGroup

RE: TAS Proposal for the *Bastrop Main Street* Project

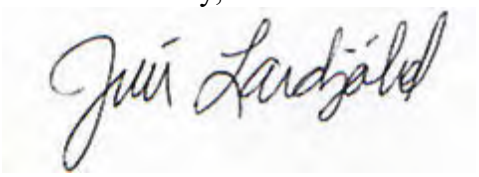
Dear Mr. Buonodono,

This is a proposal for the project registration, plan review, and inspection of the ***Bastrop Main Street*** Project in Bastrop, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to perform the project registration with TDLR, perform the plan review, and inspection for compliance with the TAS.

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,



Jesús Lardizábal,
R.A.S. 1051
President

PROJECT SCOPE AND DESCRIPTION

Reconstruction of sidewalks including curb ramp relocation and mill/overlay of roads in historic downtown Bastrop from Pine Street to Farm Street. The scope also includes a three-block segment from Pine street to Water Street.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within one working day of receiving the required documents and registration fee.
Altura Solutions will perform the plan review and provide a report of findings within ten working days after receiving all required documents.
Altura Solutions will perform the final inspection and deliver the Inspection Report within ten working days of receiving access to the facility.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the non-compliant findings of the facility for the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the facility.

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration …… $175.00
- TAS Plan Review Report …… $925.00
- TAS Inspection Report …… $1,250.00

The total proposed consulting fee under this agreement is two thousand three hundred fifty dollars and zero cents ($2,350.00).

$1,875 originally contracted, total scope now needed = $2,350.
Amount of additional services requested = $475.

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR forms
- Half-sized hardcopy set of drawings provided by the client.
- A check for $1,100 for the Project Registration and Plan Review fees should be made out to Altura Solutions, L.P.

The inspection fee may be paid up front or at the time of inspection. The fees listed above are limited to one final plan review and one hour of technical assistance/consulting. Preliminary reviews, plan review revisions, and additional consulting will be considered additional services as outlined below.

ADDITIONAL SERVICES

Altura Solutions, L.P. provides hourly technical assistance for any services outside of the deliverables listed above. Technical Assistance services include attending meetings with project officials, preliminary plan reviews, preliminary inspections, attending on-site meetings, and assisting with potential design solutions. The consulting rate is $175.00 per hour.

Altura Solutions, L.P.

By: _____

Print Name: Jesus Lardizabal

Title: President

Date: _____

Client

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT B

MWM DesignGroup Fee Breakdown

Date: 9/7/18

Project: Bastrop Main Street Field Engineering - Additional Services

Lump Sum

TASK DESCRIPTION	PRINCIPAL / LICENSED PROFESSIONAL / PMIV	LICENSED PROFESSIONAL / PMIII	LICENSED PROFESSIONAL / PMII	TECHNICIAN	CLERICAL	TOTAL
Additional Design Phase						
Task 1: Project Management	4	14			4	22
Task 2: Field Survey						
Task 3: Streetscape Selection			37			37
Task 4: Architectural Selection			8			8
Task 5: Additional Exhibits	2	24		60		86
Task 6: Additional Property Owner Coordination		12				12
Task 7: Public Meeting	1	12		48		61
Task 8: Additional Design Phase Submittal Effort		4		2		6
Task 9: Additional RAS Coordination		2				2
Hours Subtotal	7	68	45	110	4	234
Subtotal (hours * rate)	$ 1,995.00	$ 13,260.00	$ 7,065.00	$ 10,450.00	$ 260.00	$ 51,628.00
Additional Construction Phase						
Task 10: Additional Construction Phase Services						0
Shop drawing/submittal review		2		4		6
Respond to RFIs		4		2		6
Streetscape Site Visit (3)			12			
Field Engineering		108				108
Hours Subtotal	0	114	12	6	0	132
Subtotal (hours * rate)	$ -	$ 22,230.00	$ 1,884.00	$ 570.00	$ -	$ 24,684.00
Subconsultant Expenses						
	Base Cost	Markup				
TAS Compliance - Altura Solutions (additional)	$475.00	0.05				$498.75
					Subtotal	$498.75
Reimbursable Expenses						
Reimbursable Expenses		0				$1,200.00
					Subtotal	$1,200.00

Summary	
Design Phase	$ 51,628.00
Construction Phase	$ 24,684.00
Subconsultant Expenses	$498.75
Reimbursable Expenses	$1,200.00
TOTAL	**$ 78,010.75**

www.mwmdesigngroup.com

STANDARD TERMS AND CONDITIONS

Within this document, the term "client" refers to the City of Bastrop.

Instruments of Service

Drawings, specifications, and other documents, including those in electronic form, prepared by MWM and its consultants are Instruments of Service intended solely for use in the Project to which this Agreement pertains. Upon execution of this Agreement, MWM and its consultants grant to Client a nonexclusive license to utilize the Instruments of Service solely for purposes of completing, using, and maintaining the Project, specifically including the transfer of documents to Contractors, Subcontractors, and material or equipment suppliers for use in the process of construction. Any termination of this Agreement prior to the completion of the Project shall also terminate this nonexclusive license with respect to Instruments of Service other than those disseminated as documents of public record such as approved permit drawings. Should MWM be adjudged in default of the terms of this Agreement, the foregoing license shall be deemed superseded by a second nonexclusive license permitting Client to authorize similarly credentialed design professionals to reproduce, and to the extent permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for the purposes of completing, using, and maintaining the Project.

Except for the licenses specifically described hereinabove, no other such licenses shall be deemed granted or implied by this Agreement. Client may not assign, delegate, sublicense, pledge, or otherwise transfer any license granted by this Agreement without the prior written concurrence of MWM. Client shall not utilize the Instruments of Service in any venture other than the Project as described in this Agreement without obtaining a separate written authorization from MWM and its consultants outlining explicitly special limitations and licenses applicable to this use. Any unauthorized use or distribution of the Instruments of Service by Client shall be at Client's sole risk and without liability to MWM and its consultants.

Responsibilities of Others

In accordance with accepted professional practice it is the responsibility of Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable subsurface conditions not identifiable by surface topographic survey including, but not limited to, illegally dumped toxic or hazardous materials, abandoned building foundations or utility lines, excessive groundwater due to springs or other such features, or artifacts of archaeological or paleontological

305 E. Huntland Dr.
Ste. 200
Austin, TX 78752
p: 512.453.0767
f:512.453.1734

significance may materially alter the scope of the project in a manner not provided for in this contract. Likewise active or pending legal disputes involving property Ownership, rights-of-way, environmental status, easement rights, governmental or departmental jurisdiction or similar matters may complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

No Third-Party Beneficiaries

The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other party or person. Only Client may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either MWM or Client. If Client provides a copy of any report prepared by MWM to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

Standard of Care

MWM shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. Client expressly acknowledges that MWM makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

Use of Documents

All documents produced by Engineer under this Agreement are intended for the specific purposes outlined in the Scope of Services and for the specific site or sites discussed therein. Engineer assumes no legal responsibility whatsoever for the use of these documents in any other endeavor without express written authorization from Engineer. Documents provided to Client are for archival or administrative purposes only. Their content remains the property of MWM DesignGroup, Inc..

CADD Documentation

Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. Additionally, CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said

modifications. Client shall retain electronically stored copies of the work performed by Engineer only for informational purposes or use for the explicitly stated purpose for which Engineer was engaged. Said materials shall not be used by Client for any other projects or for any other purpose for which the material was not specifically intended by MWM DesignGroup, Inc., and shall not transmit said materials to any other party without express written permission from Engineer. Any unauthorized modification or reuse of the materials shall be at Client's sole risk, and Client agrees to indemnify and hold Engineer harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of Client's unauthorized modification or use of these materials.

Risk Allocation

MWM will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

Consequential Damages

Neither Client nor MWM will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will Client or MWM be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

Site access and Safety

Client shall provide right- of-entry to the buildings and sites which are the subjects of MWM's services. Client represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. MWM shall be responsible for supervision and site safety measures of its own employees and sub consultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to MWM are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, MWM may call for renegotiation of appropriate portions of this Agreement. MWM shall notify the Client of the changed conditions necessitating renegotiation, and MWM and the Client shall promptly and in good faith enter into renegotiation of this Agreement to

address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

Suspension of Services

If the Client fails to make payments when due or otherwise is in breach of this Agreement, MWM may suspend performance of services upon seven (7) calendar days' notice to the Client. MWM shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment by Client for services provided, MWM may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for MWM to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by MWM. Payment to MWM for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Insurance

MWM shall maintain professional liability and general liability insurance naming the Client as additional insured for the duration of services provided under this agreement. MWM shall also carry business automobile liability insurance as well as worker's compensation insurance. MWM shall provide certificates of insurance to this effect as requested by Client.

Limitation of Liability

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, and employees, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Mutual Indemnification

MWM shall indemnify and hold the Client and the Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they arc caused by the negligent acts or

omissions of MWM, its employees and its consultants in the performance of professional services under this Agreement.

The Client shall indemnify and hold MWM and MWM's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys ' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Client, its employees and its other consultants in the performance of professional services under this Agreement.

Land Surveying

Complaints on the land surveying services provided by MWM DesignGroup, Inc. can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263. MWM Design Group TBPLS Firm Registration No.: 10065600.

Termination

In connection with all the work outlined or contemplated above, it is agreed that MWM or Client may cancel or terminate this Agreement upon seven (7) days written notice to the other, with the provisions and understanding that immediately upon receipt of notice of such cancellation from either party to the other all work and labor being performed under this Agreement shall immediately cease, pending final cancellation at the end of such seven day period, and further provide that MWM shall be compensated in accordance with the terms of this Agreement for all work accomplished by them prior to the receipt of notice of such termination.

Extent of Agreement

The Agreement, including these terms and conditions, represents the entire Agreement between Client and MWM and supersedes all prior negotiations, representations, or agreements, written or oral. The Agreement may be amended only by written instrument signed by Client and MWM.

Governing Law

In the event of any suit at law or in equity involving the Agreement, venue will be exclusively in Bastrop County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Agreement.

EXPENSES:

Reimbursable expenses are defined as follows and shall be invoiced at direct cost (invoice) plus 10 percent for overhead unless specifically stated otherwise elsewhere in this Agreement.

1. Reproduction of documents for purposes other than in-house use by Client or MWM;
2. Expedited shipping and mailing expenses;
3. Special messenger delivery, if requested by the Client; and
4. Mileage, parking and toll charges.

INVOICES:

Client agrees to pay, without further demand, the amount due on the monthly statement within 28 days of receipt of invoice. Payment is due and payable at MWM's office in Austin, Texas. If Client has any objection to any monthly statement, Client agrees to make that specific objection to MWM within twenty-one (21) days from the date of the statement. After such twenty-one (21) day period, Client agrees to have received, accepted, and approved that monthly statement without objection. Past due invoices may be subject to late charges at the rate of 1.5 percent per month (18 percent per annum).

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 10D

TITLE:
Consider action to approve first reading of Ordinance 2019-02 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances Chapter 13, Article 13.02, Section 13.02.002 "Wastewater Service Charge"; repealing conflicting provisions; providing for severability; proper notice and meeting; establishing for an effective date; and move to include on the March 12, 2019 consent agenda for second reading.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City Council of the City of Bastrop, Texas conducted a special workshop on November 15, 2018 to review the current ordinance regarding water and wastewater rates and billing methodology. Most of the changes recommended by the consultant will be brought back in the future for further discussion.

The methodology of using winter averaging for commercial customers was discussed in detail at the November 15th workshop. The premise behind winter averaging is to factor out water usage due to irrigation, which usually occurs during the summer months. This is why the winter averaging is based on actual water usage for the months of December through February. In most cases, a commercial customer that is irrigating has a separate meter for that purpose.

After technical analysis and review of industry standards, the City has determined that a change should be made to the method in which non-residential wastewater service is billed. It is not industry standard to apply winter averaging to commercial customers for the reasons stated above. Staff is recommending that this billing change be made effective with the March bills (the bills due April 15th). In an effort to provide adequate notice, staff will be mailing a letter on March 1st to every commercial customer with an active account, outlining the methodology and the change being proposed, along with the effective date of the change.

The consultant has provided data attached to this agenda item, that represents the number of bills from a 12-month period, impacted by the policy change. Out of 6,781 bills analyzed, 4,139 (61%) have no impact from this policy change. There is another 1,725 (25%) below $25.00 annual increase and another 807 (12%) showing an annual increase between $25-200. Two percent (2%) of commercial customers could see an increase from $200 to >$1,000 based on this analysis. The consultant has provided the accounts associated with the >$1,000 bills. These accounts are for businesses such as car washes, pools, apartments (related to laundry or pools) and the City's splash pad account. This change in methodology will impact businesses that are using large quantities of water.

POLICY EXPLANATION:
Section 3.14 of the City Charter states that action requiring an ordinance includes amending or repealing any ordinance previously adopted.

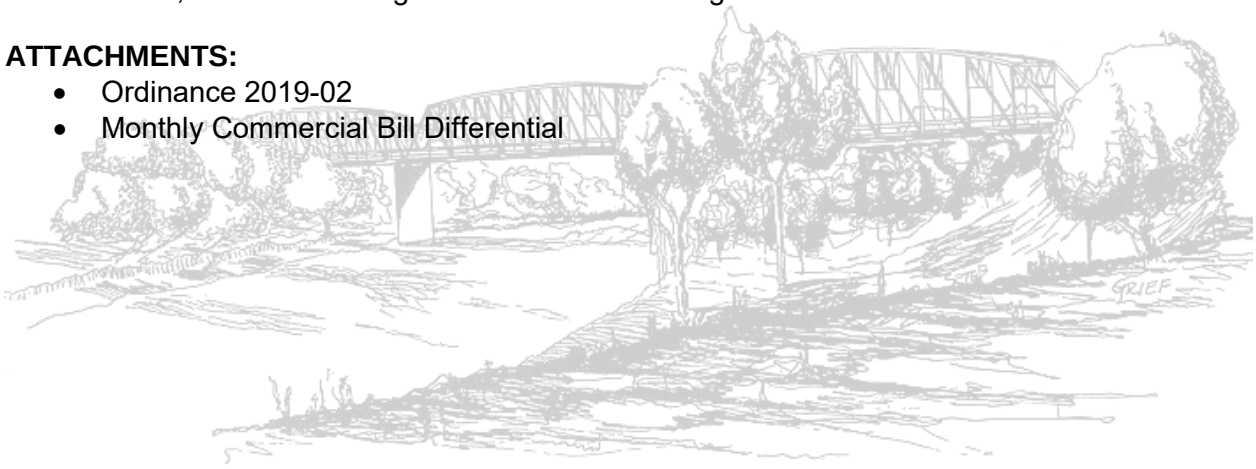
This amendment to the code of ordinances can only be made through an ordinance approved by City Council. This ordinance amendment will ensure that the City is fiscally responsible in ensuring that each rate payer assumes their share of the cost of service provided.

FUNDING SOURCE:
NA

RECOMMENDATION:
Consider action to approve first reading of Ordinance 2019-02 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances Chapter 13, Article 13.02, Section 13.02.002 “Wastewater Service Charge”; repealing conflicting provisions; providing for severability; proper notice and meeting; establishing for an effective date; and move to include on the March 12, 2019 consent agenda for second reading.

ATTACHMENTS:

- Ordinance 2019-02
- Monthly Commercial Bill Differential



ORDINANCE NO. 2019-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE CITY OF BASTROP, TEXAS CODE OF ORDINANCES, CHAPTER 13, ARTICLE 13.02, SECTION 13.02.002 "WASTEWATER SERVICE CHARGE"; REPEALING CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROPER NOTICE AND MEETING, AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas conducted a special workshop on water and wastewater on November 15, 2018 to discuss the current state of both utilities; and

WHEREAS, after technical analysis and a review of prevailing trends in the industry, the City has determined that a change should be made to the method in which non-residential wastewater service is billed to customers; and

WHEREAS, in order to fully address the policy goals and objectives associated with the City's water and wastewater rate design, City Staff and professional consultants are developing a multi-year program to finance the needed infrastructure improvements, with the objectives of providing for the health, safety and welfare of Bastrop's citizens, and providing for the orderly and equitable funding of the operation, maintenance, and capital investment which are necessary for the ongoing and future provision of continuous and adequate water and wastewater services to the citizens of Bastrop; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that in order to properly bill commercial customers for wastewater service within the corporate limits of the city, it is necessary to amend the City of Bastrop, Texas Code of Ordinances Chapter 13, Article 13.02, Section 13.02.002 "Wastewater Service Charge" as noted below.

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

Section 1: That Chapter 13 of the City of Bastrop, Texas Code of Ordinances, entitled Utilities, Article 13.02 "Water and Wastewater Rates and Charges", shall be amended as follows:

ARTICLE 13.02 Water and Wastewater Rates and Charges

Sec. 13.02.002 Wastewater Service Charge

(a) *no change*

(b) *no change*

(c) *Method of computing average monthly water use.*

(1) (A) Wastewater bills for residential wastewater customers shall be computed on the basis of the average monthly water usage ("winter water average" December, January and February) for the bills due and payable in January, February and March of each year. In the event that the monthly water usage for any month during the period of March through November, inclusively, is less than the

computed "winter water average," the lesser of the two shall be used as the basis for calculation of the wastewater bill. The winter water average shall be recomputed following the March billing of each year to reestablish the winter water average for the next twelve-month period.

(B) Wastewater bills for commercial wastewater customers shall be computed on the basis of (i) 100% of the metered water consumption; (ii) projected water usage, if the customer has no water usage history; (iii) the minimum usage charge with no gallonage charge if the customer has applied for service and the service is available, but the customer has not physically connected to the system; or (iv) the annual average water use of the residential customer class if the customer is not connected to the water system.

(C) If a Residential customer can show that an anomalous condition beyond the control of the customer results in the current annual average consumption being at least fifty thousand (50,000) gallons per year greater than the average of the year immediately preceding, the City Manager or designee is authorized to adjust the monthly charge to a fair and equitable amount.

(2) *no change*

(3) *no change*

(4) *no change*

(5) *remove section*

(d) *no change*

Section 2: 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 3: 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 4: This Ordinance shall be effective for the billing period ending March 2019 (bills due April 15, 2019).

Section 5: 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 26th day of February 2019.

READ and ADOPTED on Second Reading on the 12th day of March 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

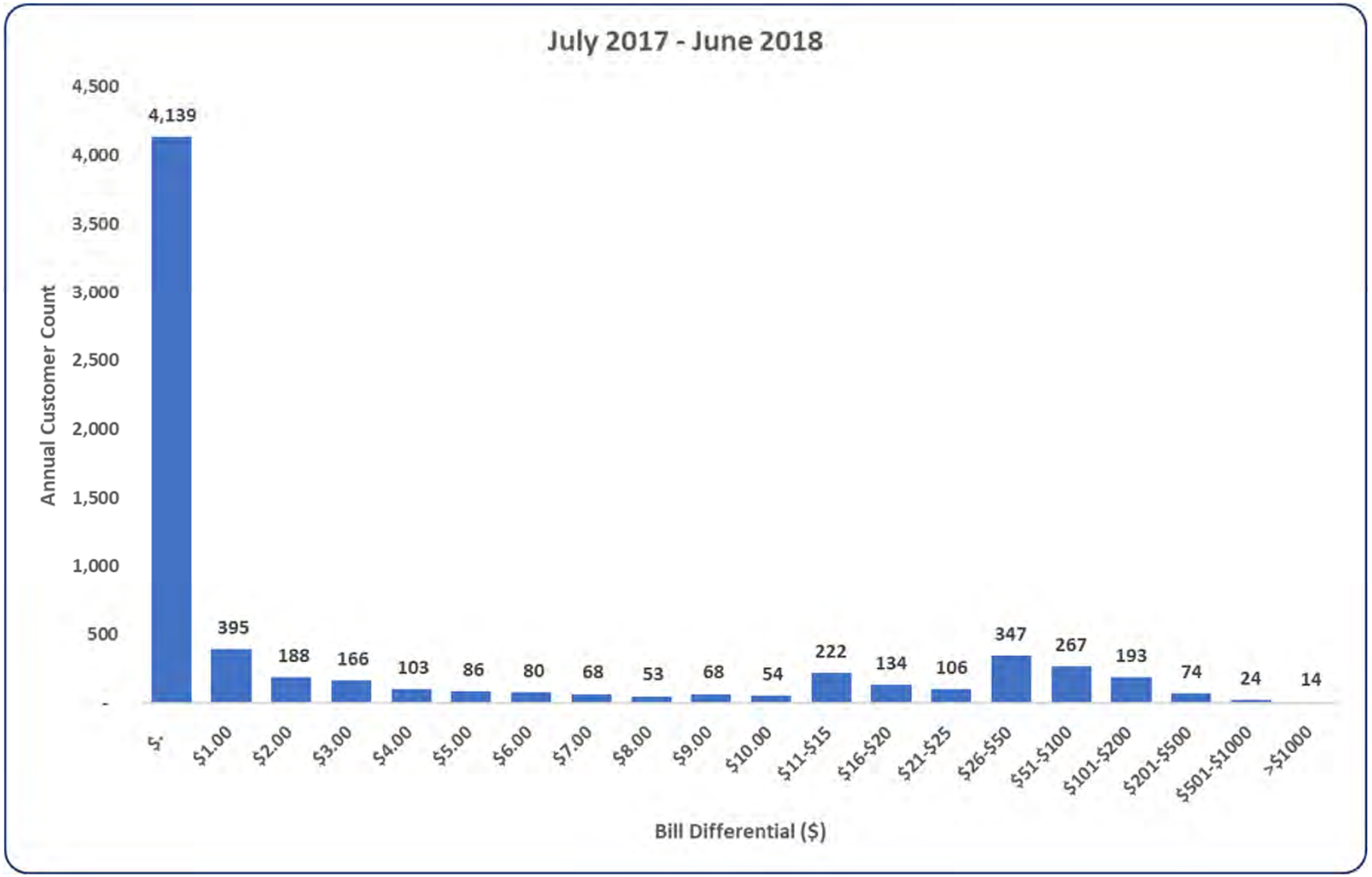
ATTEST:

_____
Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Monthly Commercial Bill Differential



Customer Impacts > $1,000

- 01-4297-00: Customer greatly exceeded winter average in most months
- 03-8472-00: Actual water usage in all months is much higher than the calculated winter average.
- 04-1999-01: Customer greatly exceeded the winter average in one month.
- 06-3999-00: Customer greatly exceeded the winter average in one month.
- 10-0001-02: Customer's bill would increase $300+ each month. Consumption spiked a couple of months causing a $1,000+ bill.

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 10E

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-04 of the City Council of the City of Bastrop, Texas amending the Bylaws of the Youth Advisory Council; including a severability clause; establishing an effective date and move to include on the March 12, 2019, City Council Consent Agenda for second reading.

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

BACKGROUND/HISTORY:
Bastrop Independent School District's Social Studies Department recognized a lack of opportunities for youth activities and leadership in Bastrop. The Youth Advisory Council (YAC) was created to help solve this issue. The creation of the YAC was presented to Council for their consideration on May 9, 2017. City Council was supportive of this concept and approved the YAC's Bylaws on February 13, 2018. Forty-nine (49) applications were received and, after review, twelve (12) were recommended for appointment on May 22, 2018.

Since the inception of the Youth Advisory Council, there have been six (6) meetings. Fifty Percent (50%) of those meetings failed to have a quorum due to extracurricular activities or holiday travel. Realizing the requirement of having all nine (9) members present to achieve a quorum was extremely challenging, the Youth Advisory Council proposes the following changes to the Bylaws as below in Tables' One (1) and Two (2). The revisions to the ordinance are shown in Table Three (3):

Table 1

Original Bylaws	Revised Bylaws
Article III Membership Sec. 2 *Induction*: Each YAC member can serve for a maximum of two (2) years.	Article III Membership Sec. 2 *Induction:* Each YAC member can serve for a maximum of four (4) years.
Article III Membership Section 3. *Attending* Each member must attend at least eighty (80) percent of the meetings, or face an involuntary termination of their membership.	Article III Membership Section 3. *Attending.* Each member must attend at least seventy-five percent (75%) of the meetings or face an involuntary termination of their membership. Failure to attend three (3) consecutive meetings will also result in involuntary termination of membership without further notice.
Article IV Section 2. *Terms of Office*. The YAC member shall serve a one (1) year term with an option of reapplying for a second-year term.	Article IV Section 2. *Terms of Office*. The YAC member shall serve a two (2) year term with an option of reapplying for a second two-year term for a maximum term of four (4) years.

Table 2

Original Bylaws	Revised Bylaws
Article IV Section 3. *Meetings.* The YAC shall hold monthly meetings year-round. Special meetings may be called as needed. A quorum of nine (9) members must be present to hold a meeting excluding a special meeting. Of this quorum, at least three (3) officers must be present.	Article IV Section 3. *Meetings*. The YAC shall hold monthly meetings year-round. Special meetings may be called as needed. A quorum of seven (7) members must be present to hold a meeting excluding a special meeting. Of this quorum, at least three (3) officers must be present.
Article VIII Termination of Membership Section 1 *Involuntary* The member fails to attend two (2) meetings without prior notice	Article VIII Termination of Membership Section 1 *Involuntary* The member fails to attend three (3) meetings without prior notice
Article VIII Termination of Membership Section 1 *Involuntary.* Member's attendance drops below the required eighty percent (80%) of the meetings.	Article VIII Termination of Membership Section 1 *Involuntary.* Member's attendance drops below the required Seventy-five percent (75%) of the meetings.

Table 3

Original Ordinance	Revised Ordinance
Membership Sec. 1.19.002 (c) *Terms of office*. Members shall have a one (1) year term of office.	Membership Sec. 1.19.002 (c) *Terms of office.* Members shall have a two (2) year term of office with the option to reapply for a second two year (2) term for a maximum of four (4) years
Membership Sec. 1.19.002 (e) Voting: A quorum for all meetings of the Council shall be nine (9) members. On all matters, a simple majority vote is required for passage.	Membership Sec. 1.19.002 (e) Voting: A quorum for all meetings of the Council shall be seven (7) Members. On all matters, a simple majority vote is required for passage.

POLICY EXPLANATION:
Article I of the City Charter states the Council shall enact local legislation. Furthermore, Article III Section 3.01 Powers and Duties grants the authority to provide for such additional boards and commissions as may be deemed necessary.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the first reading of Ordinance No. 2019-04 of the City Council of the City of Bastrop, Texas amending the Bylaws of the Youth Advisory Council; repealing all prior ordinances and actions in conflict herewith; establishing an effective date and move to include on the March 12, 2019, City Council Consent Agenda for second reading.

ATTACHMENTS:

- Draft Ordinance No. 2019-04
- Draft Youth Advisory Council Bylaws

CITY OF BASTROP

ORDINANCE No. 2019-04

YOUTH ADVISORY COUNCIL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BYLAWS OF THE YOUTH ADVISORY COUNCIL; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bastrop City Council ("City Council") has the authority to establish a Youth Advisory Council in which young community members become more involved in community issues and learn about local government; and

WHEREAS, the City Council desires to establish the Youth Advisory Council to provide such insight and community outreach; 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 necessary for developing better community goals and outreach among Bastrop's youth.

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. ENACTMENT

Article 1.19 has been added to the City's Code of Ordinances ("Code"), and after such addition, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. The entire attachment shall be inserted into the Code.

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. 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 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.

READ & ACKNOWLEDGED on First Reading on this, the 26th day of February 2019.

READ & APPROVED on the Second Reading on this, the 12th day of March 2019.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Attachment "A"

Chapter 1—General Provisions

ARTICLE 1.19: YOUTH ADVISORY COUNCIL

1.19.1. Formation.

There is hereby created a Youth Advisory Council.

1.19.2. Membership.

(a) Eligibility. The Council shall consist of twelve (12) students. To be eligible to serve, the students must be: (a) between the 9th-12th grades; (b) either attend Bastrop Independent School District (BISD) or be registered home school students within the school district boundaries; and (c) maintain at least a 3.0 grade point average (GPA).

(b) Appointment & Removal. In accordance with Section 3.08 of the City Charter, the Mayor shall appoint eligible students to the Council. The Mayor shall select from a slate or pool of potential members provided to the Mayor annually by Bastrop ISD. Membership may be terminated either voluntarily or involuntarily. For voluntary termination of membership, a member may submit a written resignation. A member who has resigned is eligible to reapply for future Council membership. A member may be involuntarily removed from Council by the Mayor if the Mayor determines the member: (1) behaved in a way that jeopardized the safety, credibility, or integrity of the Council; and/or (2) failed to attend four (4) consecutive general meetings without prior notice. A member may be put up for review in order to determine whether or not their membership will be terminated. Any person whose membership is involuntarily terminated may then reapply for future Council membership after one calendar year has passed since their removal.

(c) Terms of Office. Members shall have a two (2) year term of office with the option of reapplying for a second two-year term for a maximum term of four (4) years. Vacancies on the Council may be filled by appointment of the Mayor for the unexpired term. Nothing in this Section or Division shall be construed as creating a property interest on behalf of the Members in continued occupancy of a position on the Council.

(d) Officers: Within the Council, there shall be the following officer positions and accompanying duties: President, who will guide and lead the Council; Vice-President, who has interim duties when President is absent; Secretary, who is responsible for notes/minutes and scheduling of meetings; Parliamentarian, who is ensured with keeping the peace, order, and efficiency of the Council. All officer

positions shall be elected by a majority vote of Council members. The duration of each position shall be for the Council year for which they are elected.

(e) Voting: A quorum for all meetings of the Council shall be seven (7) Members. On all matters, a simple majority vote is required for passage.

(f) Comportment: Members shall not act in any way that would jeopardize the safety, credibility, or integrity of the Council, or the City of Bastrop.

1.19.3. Purpose and Responsibilities.

(a) The Council shall promote the interests of, and receive input from Bastrop's youth.

(b) The Council shall research what communities outside of Bastrop are doing to involve the youth in the development of the community, to expand and build upon Bastrop's own community outreach.

(c) The Council shall promote the involvement of Council to other communities.

1.19.4. Meetings.

The Council shall conduct regular meetings once a month, as scheduled by the Secretary. Meetings shall primarily be conducted at City Hall. Other meeting times and locations can be selected by the members, as deemed necessary and appropriate. Because the Council is purely an advisory body, compliance with the Texas Open Meetings Act is not required.

1.19.5. Information.

The Council shall serve as a conduit for soliciting, compiling, and submitting youth input on community activities to the City Council. The Council shall be subject to the Texas Public Information Act and Texas Records Retention Act.

BASTROP YOUTH ADVISORY COUNCIL

Bylaws

ARTICLE I

Name

Section 1. Name of Council. The name of this council shall be the Bastrop Youth Advisory Council, hereinafter can be referred to as the "YAC."

ARTICLE II

Purpose

Section 1. Mission Statement. The objective of the YAC is to provide Bastrop youth with an active role in addressing community issues, serve as a voice for youth in all aspects of the community, and learn about local government.

More specifically the purposes will be:

A. To promote interest and receive input from the youth in the community to develop, promote, and sustain programs/activities for the youth.

B. To study, investigate, and research what other communities are doing to have the young adults become an integral part in the development of the community.

C. To further the development of our community in any way possible within the capabilities of the YAC.

ARTICLE III

Membership

Section 1. Applicants Location. All members must reside within the Bastrop Independent School District (BISD) boundaries. Members must be between the grades of 9th to 12th, between the ages of 13 to 19 years old, and maintain a 3.0 GPA or higher.

Section 2. Induction. (Appointment of YAC members) Members of the YAC shall be appointed in accordance with the City Charter. In March of each year, YAC applications will be distributed to BISD high schools and will be available at City Hall, the Public Library, and on the city's website. Applications will be due by the second week of April. City and school officials will convene to review applications, forwarding recommendations to the City Council/Mayor for approval. Induction ceremonies will happen at a City council meeting.

Section 3. Attending. Each member must attend at least seventy-five percent (75%) of the meetings or face an involuntary termination of their membership. Failure to attend three (3) consecutive meetings will also result in involuntary termination of membership without further notice.

DRAFT

ARTICLE IV

Members

Section 1. Number and Description. This body shall consist of twelve (12) members selected as follows:

A. Twelve (12) voting members will be appointed by the Mayor.

Section 2. Terms of Office. The YAC member shall serve a two (2) year term with an option of reapplying for a second two-year term for a maximum term of four (4) years.

Section 3. Meetings. The YAC shall hold monthly meetings year-round. Special meetings may be called as needed. A quorum of seven (7) members must be present to hold a meeting, including a special meeting. Of this quorum, at least three (3) officers must be present.

ARTICLE V

Duties

Section 1. Officers. The officers of the YAC shall be the President, Vice-President, Secretary, Historian, and Parliamentarian.

Section 2. Election. Officers shall be elected by majority vote of the YAC. Elections shall be held in June of each year.

Section 3. Terms of Office. Officers shall serve a one year (1) calendar year term. An officer may relinquish himself/herself from their position with a one (1) month notice. A special election will be called by the president in that circumstance.

Section 4. President. Shall serve as the Chief Executive Officer of the YAC; shall act as spokesperson for the YAC; shall preside at all YAC meetings; and shall perform such other duties as necessary to fulfill the objectives of the YAC.

Section 5. Vice-President. Shall preside in the absence of the President; and shall perform such other duties as may be delegated to him or her by the President. He or she provide financial accounting of information to the YAC. If both the president and vice-president are absent, the attending members shall select one member to serve as presiding officer solely for that meeting.

Section 6. Secretary. Shall record and prepare the minutes of the meetings of the YAC meeting; give all meeting notices;

Section 7. Historian. Shall make records of events, newspaper articles, photos, scrapbooks, videos, etc. of the YAC that may be used for social media, or any other multimedia platforms.

Section 8. Parliamentarian. The Parliamentarian will maintain the goal and focus of each meeting. The Parliamentarian will resolve issues following “Rosenberg’s Rules of Order.”

DRAFT

ARTICLE VI

Committees

Section 1. Committees. Members may direct the President to appoint Committees as needed to perform specific duties or to delegate certain tasks to be performed. A Committee shall include at least two YAC members and may also consist of community members.

ARTICLE VII

Amendments

Section 1. Amendment of Bylaws. These bylaws may be amended by the affirmative vote of nine (9) YAC members at any regular meeting, provided that the changes are presented in writing at least two (2) weeks prior to their amendment and have been signed off by at least one city employee.

ARTICLE VIII

Termination of Membership

Section 1. Involuntary. The YAC has the sole right to terminate membership of any individual that:

- Behaves or engages in actions that jeopardize the credibility and integrity of the YAC.
- The member fails to attend three (3) consecutive general meetings.
- Member's attendance drops below the required seventy-five percent (75%) of the meetings.
- An inconsistency in attendance at project/workshop meetings, or events that the council deems as putting the member's commitment to YAC in question.
- An approval from the YAC President and the Board Liaison is required for any involuntary termination.
- If a member is not meeting the expectations of the YAC, their membership may be called into question by the YAC officers. The officer shall place the review of membership on the following officer meeting agenda. The termination will require a majority vote to decide their membership status.
  Through an involuntary termination, member will not be able to re-apply to the YAC.

Section 2. Voluntary.

Any member may resign by submitting a written resignation to the Board Liaison and meet in person with Board Liaison. The member who has resigned from the YAC may be allowed to reapply for future YAC membership

ARTICLE IX

Parliamentary Authority

Section 1. Parliamentary Procedure. The latest edition of "Rosenberg's Rules of Order" shall govern any rules of parliamentary procedure not covered by these Bylaws.

DRAFT

Participant Signature_____Date:_____

Parent Signature_____ Date:_____

DRAFT

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM:** 10F

TITLE:
Consider action to approve Resolution No. R-2019-25 of the City Council of the City of Bastrop, Texas ratifying the Mayor's appointment to the Parks Board; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

BACKGROUND/HISTORY:
Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

POLICY EXPLANATION:
Mayor Connie Schroeder has reviewed all applications and has appointed Margaret Robinson to Place 6, filling an unexpired term to end in 2020 for the Parks Board.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-25 of the City Council of the City of Bastrop, Texas ratifying the Mayor's appointment to the Parks Board; and establishing an effective date.

ATTACHMENT:

- Resolution

RESOLUTION NO. R-2019-25

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING A BOARD AND COMMISSION APPOINTMENT OF THE MAYOR, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, Mayor Connie Schroeder has appointed Margaret Robinson to Place 6, filling an unexpired term to end in 2020 for the Parks Board; and

WHEREAS, City Council must confirm this appointment as required by the City Charter.

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

Section 1. That Mayor Connie Schroeder has appointed Margaret Robinson to Place 6, filling an unexpired term to end in 2020 for the Parks Board.

Section 2. That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Margaret Robinson to Place 6 for the Parks Board.

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 26th day of February, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: February 12, 2019 **AGENDA ITEM**: 11A

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Vandiver Settlement Agreement.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: February 26, 2019 **AGENDA ITEM**: 12

TITLE:
Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:
Lynda Humble, City Manager