

**Bastrop City Council  
April 12, 2016 at 6:30 pm**



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*In compliance with the requirements of Chapter 551 of the Texas Government Code, the public is hereby provided notice that it is possible that a quorum, or more, of the membership of the Bastrop Economic Development Corporation may be in attendance, to observe and/or participate in the above-referenced meeting of the Bastrop City Council.*  
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Pursuant to the Texas Government Code, Chapter 551, the Bastrop City Council will hold a Regular Meeting on April 12, 2016, in the City Council Chambers located at 1311 Chestnut Street, Bastrop, Texas to consider the following matters:

- 1. **CALL TO ORDER**
- 2. **PLEDGE OF ALLEGIANCE**
- 3. **INVOCATION**  
Council Member McAnally
- 4. **PRESENTATIONS –**  
A. Presentation of the new City of Bastrop website – Andres Rosales
- 5. **PROCLAMATIONS**
- 6. **CITIZEN COMMENTS**
- 7. **ANNOUNCEMENTS**
  - A. Donation of sculpture at City Hall– Trey Job
  - B. Items Targeted for Future Meetings.
    - a. April 19, 2016  
Utility Board Meeting and Possible bond election, bond sales and charter changes special meeting.
    - b. Date is to be determined  
Workshop meeting to gather information from citizens and Council regarding the content of a request for proposal for a consultant to assist with the process of creating a DMO.

**City Manager’s Informational Report for the April 12, 2016 City Council Meeting:**

- I. **Meetings and Events Attended:**
    - A. **Attended the Form Based Code – North Area Task Force Meeting on Aril 7, 2016.**
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- II. **Update on City Projects and Issues:**
    - A. **Discussion and Review of Water Usage for the period of April 1, 2016 through April 10, 2016.**
    - B. **Discussion and Review of the Upcoming 2016 BP MS Houston to Austin Bike Ride to be held on April 16 – 17, 2016.**

- C. Update on the Chestnut Fire Station Renovation Project.
- D. Update on the Antique Lights being installed in Fisherman’s Park.
- E. Update on the Gills Branch Wastewater Improvements Project.
- F. Update on the Texas Department of Transportation “Tahitian Village Overpass Project.
- G. Update on Constructing New Restrooms in Fisher’s Park.
- H. Update on the DMO and the development of a RFQ.
- I. Update on the Bus Shelter Project.
- J. Update on the Comprehensive Plan
- K. Update on the “HUD Shelter Grant” Building.
- L. Discussion and Review Regarding the City Owned Lot Adjacent to the Convention Center.
- M. Special City Council Meeting of April 19, 2016.
- N. Discussion and Review of Repairs to the Opera House.
- O. Sales Tax Collection for the month of April 2016
- P. Update Regarding the Form Based Code North Area Task Force.
- Q. Management/Administrative Activities

**III. Other City Activities:**

- A. City of Bastrop Convention Center Activities.
- B. The City of Bastrop Main Street Program.
- C. Planning Department – Inspection Report.
- D. Update on the YMCA Program

Inviting input from the City Council related to issues for possible inclusion on future agendas related to issues such as (but not limited to) municipal projects, personnel, public property, development and other City/public business.

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 EXECUTIVE SESSION: *The Council reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item. In compliance with the Open Meetings Act, Ch. 551 Govt. Code, Vernon’s TX Code, Annotated, the item below will be discussed in closed session.*  
 1. SECTION 551.071 – Consultations with Attorney related to legal matters  
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**A. CONSENT AGENDA** - *All of the following items are considered to be self-explanatory by the Council and will be enacted with one motion; there will be no separate discussion of these items unless a Council Member requests.*

A.1 Consideration, discussion and possible action regarding approval of minutes from Regular Council Meeting of March 22, 2015 and Special Workshop of March 29, 2016.

TAB PG REQUESTOR  
 City Secretary,  
 Ann Franklin



- A.2 **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE SECOND READING OF AN ORDINANCE AMENDING THE BASTROP CITY CODE, CHAPTER 1, ARTICLE 1.10 PARKS, SECTION 1.10.002 (h) AND CHAPTER 8, ARTICLE 8.02, SEC. 8.02.002 (a) CONCERNING ADMINISTRATIVE APPROVAL FOR THE SALE, POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN CITY PARKS AND CERTAIN OTHER AREAS, ALLOWING FOR COUNCIL TO GRANT SUCH WAIVERS WHEN NECESSARY; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**      A.2    11      City Manager Mike Talbot
  
- A.3 Approval of Bastrop Marketing Corporation’s request for reimbursement of funds for February 2016 in accordance with the agreement to be spent on advertising and marketing the City of Bastrop area.      A.3    16      Chief Financial Officer, Tracy Waldron
  
- A.4 Consideration, discussion and possible action on acceptance of an Interlocal agreement with Bastrop County for the joint reconstruction work related to Homonu Court, Olla Drive, and Pahala Court in which the County agrees to contribute a maximum of \$60,536 towards the project.      A.4    19      City Manager, Mike Talbot
  
- A.5 Approval of the statutory denial, for a period of 180 days from the date of Council action on a request for 512 House Group Subdivision being a +/- 0.907 acre tract out of the Stephen F. Austin Survey Abstract No. 3, located east of Phelan Road within the City of Bastrop, Texas One Mile Extra Territorial Jurisdiction (ETJ).      A.5    28      Director of Planning and Development, Melissa McCollum
  
- A.6 Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports for the period ending February 29, 2016.      A.6    30      Chief Financial Officer, Tracy Waldron
  
- B. PUBLIC HEARINGS, ORDINANCES & OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION - NONE**
  
- B.1 **PUBLIC HEARING:** Consideration, discussion and possible action on the Replat of Lot #1, Woehl Subdivision Amended Plat being +/-0.429 acres. The replat will create three single family residential lots within the city limits of Bastrop, Texas.      B.1    56      Director of Planning and Development, Melissa McCollum
  
- B.2 **PUBLIC HEARING:** Consideration, discussion and possible action on a Variance to the Subdivision Ordinance, Section 5.50.1 B Corner lots shall be not less than 25% greater than interior lots and Section 5.50.1 C Corner lots shall have

a minimum width not less than 20% greater than the minimum required by zoning classification but in no case shall corner lots have a width of less than 75 feet. The proposed Magnolia Gardens is +/-0.467 acres within Farm Lot 8, East of Main Street, also known as 704 Magnolia Street, northwest of the intersection of Magnolia and Water Street with the city limits.

Melissa  
McCollum

**C. OLD BUSINESS - NONE**

**D. NEW BUSINESS**

- D.1 Appointment by Mayor, subject to confirmation by City Council of Joel Edward Bauman to Alternate 1 on the Construction Standards Board of Adjustments.

**D.1 69** Mayor Kesselus
- D.2 Consideration, discussion and possible action approving the City Of Bastrop Parks & Recreation Department to enter into an agreement for facility usage for eleven weeks to provide open play at Mina West Gym facility.

**D.2 77** Director of Public Works, Parks and Utilities, Trey Job
- D.3 Discussion, consideration and possible action on the Preliminary Plat for Woodrun Subdivision, Section Two, Phase I, II, III and IV being +/-84.897 acres out of the Stephen F. Austin Survey Abstract No. 3 within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).

**D.3 81** Director of Planning and Development, Melissa McCollum
- D.4 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION FOR THE FIRST READING OF AN ORDINANCE OF THE CITY OF BASTROP, TEXAS ADOPTING A WATER CONSERVATION PLAN IN ACCORD WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER DEVELOPMENT BOARD REGULATIONS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.**

**D.4 89** Director of Public Works, Parks and Utilities, Trey Job
- D.5 Consideration, discussion and possible action on approving a new Mission and Vision Statement for the City of Bastrop that will replace current Mission/Vision Statement and will be incorporated and used in the City’s Comprehensive Plan.

**D.5 127** Director of Planning and Development, Melissa McCollum
- D.6 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING**

**D.6 133** City Manager, Mike Talbot



**PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS.**

- D.7 Discussion, consideration and possible action on the Preliminary Plat for XS Ranch River Camp, Section 1 located north of the Colorado River and southwest of CR157 within Area A of the City of Bastrop, Texas Extra Territorial Jurisdiction (ETJ). **D.7 179** Director of Planning and Development, Melissa McCollum
- D.8 Consideration, discussion and possible action on approving an engineering services proposal from BEFCO Engineering for the Alley "D" improvements. **D.8 215** City Manager, Mike Talbot

**E. EXECUTIVE SESSION**

E1. The Bastrop City Council will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq*, to discuss the following:

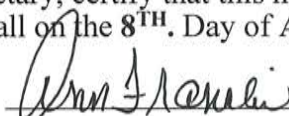
- 1. **SECTION 551.071(1)(A) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation, claims, and/or settlement/mediation, including *(but not limited to) the following:* water supply/permitting, code enforcement litigation, appeal of denials of requests for variance(s) from zoning code and Zoning Board of Adjustment actions/orders, litigation related to subdivision development, and/or (2) matter upon which the Attorney(s) have a duty and/or responsibility to report to the governmental body, concerning same, and/or any other matters posted on the agenda.
- 2. **SECTION 551.072** – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property

E2. The Bastrop City Council will reconvene into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

**F. ADJOURNMENT**

CERTIFICATION

I, Ann Franklin, City Secretary, certify that this notice of meeting was posted at the Bastrop City Hall on the 8<sup>TH</sup>. Day of April 2016 at 5:00 pm

  
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NOTICE OF ASSISTANCE AT PUBLIC MEETINGS; THE CITY OF BASTROP IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. BASTROP CITY HALL COUNCIL CHAMBERS ARE WHEELCHAIR ACCESSIBLE AND SPECIAL MARKED PARKING IS AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN

TO ATTEND A MEETING AND WHO MAY NEED ASSISTANCE ARE ENCOURAGED TO CONTACT THE CITY SECRETARY AT 512-332-8800. PLEASE PROVIDE A FORTY-EIGHT (48) HOUR NOTICE. Confirmed by TC



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING OF MARCH 22, 2016 AND WORKSHOP OF MARCH 29, 2016.**

2. Party Making Request: **City Secretary, Ann Franklin**

3. Nature of Request: (Brief Overview) Attachments: Yes   X   No       

**This is to receive approval of accuracy from Council for the minutes recorded during March 22, 2016 Council Meeting and March 29, 2016 workshop.**

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Approval of the March 22, 2016 Council and March 29, 2016 workshop Minutes.**

**MINUTES OF REGULAR COUNCIL MEETING  
BASTROP CITY COUNCIL  
MARCH 22, 2016**

The Bastrop City Council met in a Regular Meeting on Tuesday, March 22, 2016 at 6:30 PM at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus, Mayor Pro Tem DeLaRosa, and Council Members, Dock Jackson, Kelly Gilleland, Kay Garcia McAnally, and Gary Schiff.

**CALL TO ORDER**

At 6:30 p.m. Mayor Kesselus called the Meeting to order with a Quorum being present.

**PLEDGE OF ALLEGIANCE**

Jillian Beck led the Pledge to the Texas Flag.

**INVOCATION**

Mayor Kesselus gave the Invocation.

**D. NEW BUSINESS**

**D.1 Concerns by citizens living on Perkins, Higgins and Jones Streets regarding the presence of a soup kitchen in their neighborhood.**

Ronnie Landrum – Expressed his opposition of the soup kitchen in his neighborhood. He feels the soup kitchen should not be in a neighborhood. He expressed his anticipation of problems being brought into the neighborhood due to the soup kitchen.

James Sparks – Spoke in opposition of the soup kitchen being located in his neighborhood. He shared incidents of the homeless trespassing on his property and unintended consequences.

J.D. Mican – Shared that he has commercial property in the area of the proposed soup kitchen. He expressed concern for the location and parking.

Roha Cydel – Stated that the ministry (soup kitchen) has out grown the present location and previously two other locations had been found but were not habitable prior to the current location being found.

Pastor Nava – Expressed that his intentions were to assist Bastrop by meeting a need of Bastrop. He stated that it is not a homeless shelter. He stated there is a total of 34 people in the facility at one time and that his organization is willing and wanting to work with the neighborhood to address their concerns.

Erin Carathers – Shared her story of the obstacles she had endured in her life and how she was able to overcome them with the help of a soup kitchen which also helped her to return to her first love who is God. She stated that she went back to school and became a corrections officer and she now volunteers at the soup kitchen.

Lyzet Castillo – Stated how Pastor Nava and the soup kitchen has helped her and her family. She is in support of the soup kitchen.



Jana Copeland Diebel – Stated that she and her daughter helps the homeless and she is in favor of the soup kitchen.

Carlos Liriano – Supported the City getting involved with helping to solve the issue of the soup kitchen.

Connie Bible Rachal – Spoke in favor of the soup kitchen.

Reverend Joe Williams – Stated that he lives in this neighborhood and volunteers on Thursdays at the soup kitchen and he is in favor of the soup kitchen.

Amy Roedl – Spoke in favor of the soup kitchen.

Robert Kridel - Spoke against the soup kitchen.

Deborah Jones – Spoke in favor of the soup kitchen.

Jimmy Mauro – Spoke in favor of the soup kitchen.

Bill Ennis – Stated that everyone must work together to make it work and that he is committed to finding a way to make it work. Spoke in favor of the soup kitchen.

James Nichols –Spoke against the soup kitchen.

Samuel Dailey – Spoke in favor of the soup kitchen.

Direction was given to the City Manager to work with the Council to find a solution that works for everyone. The City Manager gave the full force of his office to work on this pproject.

No Action Taken

Mayor Kesselus recessed the Council Meeting at 8:10 p.m.

Mayor Kesselus called the Council Meeting back to order at 8:20 p.m.

## **PRESENTATIONS**

### **A. Update on Bastrop Economic Development Corp. – Executive Director Shawn Kirkpatrick**

Shawn Kirkpatrick reported the following:

- Bastrop Career date – May 18, 2016
- Adult Job Fair – October 1, 2016
- The BEDC meeting was live streamed on BTXN
- Program to visit local businesses and discuss their needs is underway

### **B. Presentation by the Vision Task Force regarding a Destination Marketing Organization – John Landwehr, Chair.**

John Landwehr gave the presentation.

Deborah Johnson – Spoke as a business owner. Expressed her disappointment in present and past Council putting off creating a DMO. She spoke in support of the presentation provided by the Chamber of Commerce representatives for the DMO.

Jamie Haney – Stated marketing the Hyatt verses the City of Bastrop is different. She feels the City should provide services for the citizens.

Lee Harle – Explained the difference between what the Chamber of Commerce representative presented verses the presentation for the DMO given by the Vision Task Force.

#### **PROCLAMATIONS – NONE**

#### **CITIZEN COMMENTS**

Laura Hammons – Cock fighting roosters abandoned along the 1200 block of Buttonwood. **Not present when name was called.**

Deborah Johnson – Expressed her concern regarding the health issues brought about by the chicken problem. (The chickens that are not in the sanctuary.)

Debbie Moore - Informed the Council that there are two Gold Star families in the City of Bastrop. She also informed Council that she is in support of Ken Miers who is walking from Conroe through Bastrop County to Austin and will be in Bastrop on April 23, 2016 at 3:00 p.m. on the Matt Mills Bridge to bring awareness to Post Traumatic Stress in the veterans.

Becki Womble – Announced the Destination Marketing Principles Workshop will be held in Bastrop on Friday, April 29, 2016, from 8:30 a.m. to 5:00 p.m.

Carlos Liriano – Requested that the Council keep recreation as a priority for the citizens.

#### **ANNOUNCEMENTS**

- A. Update on Comprehensive Plan Steering Committee – Kay Garcia McAnally and Dock Jackson  
City Manager announced that the next Steering Committee is scheduled for March 30, 2016 at 6:00 p.m. in the Chambers of City Hall.
- B. Jason Alfaro received his Certified Park and Recreation Professional Certificate (CPRP) – Trey Job  
The City Manager presented the certificate to Jason Alfaro.
- C. Curtis Hancock received his Class B Waste Water Treatment License – Trey Job  
The City Manager presented the license to Curtis Hancock.
- D. Items Targeted for Future Meetings – City Manager and Mayor
  - a. March 29, 2016  
Special workshop meeting regarding Bond Election.
  - b. March 31, 2016  
Workshop meeting to gather information from citizens and Council regarding the content of a request for proposal for a consultant to assist with the process of creating a DMO.
  - c. April 12, 2016  
Proposal by City Manager for use of City property west of the Convention Center and contract with the Farmers Market Association.

#### **City Manager's Informational Report for the March 8, 2016 City Council Meeting:**

- I. **Meetings and Events Attended:**
  - A. **Attended the Monthly Meeting of the Main Street Advisory Board on March 7, 2016.**
  - B. **Attended the Vision Task Force Meeting on 2-14-16.**

- II. **Update on City Projects and Issues:**



- A. Discussion and Review of Water Usage for the period of February 22, 2016 through March 6, 2016.**
- B. Update on Water Quality Issues.**
- C. Update and Discussion on Alley D Infrastructure Improvements.**
  - \$447,000 is the amount of funds in the bond account for Alley D
  - There is a deficit of \$246,000
  - The City Manager expressed a desire to bring a proposal to Council at the April 12, 2016 Council meeting for approval to retain Mr. Kruppa of BEFCO Engineering to get the design work underway.
- D. Review and Discussion of the feasibility of refinancing some of the City’s existing debt.**
- E. Special Council Meeting of March 29<sup>th</sup>, 2016.**
- F. Update on the Texas Department of Transportation “Tahitian Village Overpass Project.**
- G. State of Texas Office of Administrative Hearing on March 23 through 25, 2016 regarding the City of Bastrop’s “Water Permit” pending before the Lost Pines Groundwater Conservation District.**
- H. Update on the DMO and the development of a RFQ.**
- I. Update on the Status of the XS PID.**
- J. Update on the FEMA Shelter Grant Building.**
- K. The City Manager anticipates bringing back to Council an alternative to address the recreational needs and have a larger facility than originally being looked at.**
- L. Management/Administrative Activities**
  - The City Manager announced that the Convention Center bookings are up.

**III. Other City Activities:**

- A. City of Bastrop Convention Center Activities.**
- B. The City of Bastrop Main Street Program.**
- C. Planning Department – Inspection Report.**
- D. Update on the YMCA Program**

Inviting input from the City Council related to issues for possible inclusion on future agendas related to issues such as (but not limited to) municipal projects, personnel, public property, development and other City/public business.

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EXECUTIVE SESSION: *The Council reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item. In compliance with the Open Meetings Act, Ch. 551 Govt. Code, Vernon’s TX Code, Annotated, the item below will be discussed in closed session.*

1. SECTION 551.071 – Consultations with Attorney related to legal matters

\*\*\*\*\*

- A.1 Consideration, discussion and possible action regarding approval of minutes from Regular Council Meeting of March 8, 2015.**
- A.2 Consideration, discussion and possible action on the second reading of a proposed ordinance by the City Council of the City of Bastrop Texas, amending the budget for the**

**Fiscal Year 2016 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing for an effective date.**

- A.3 Second reading of an ordinance of the City Council of the City of Bastrop, Texas, amending Chapter 8 of the City Code, entitled "Offenses & Nuisances," and revising certain definitions in Section 8.07.001, amending Section 8.07.003 entitled "Carrying in City Building or Vehicle", providing for publication; providing a severability clause; and providing an effective date.**
- A.4 Second reading of an ordinance amending Bastrop Code Of Ordinances, Chapter 1 "General," Article 1.10 "Parks" concerning the commercial use of City Of Bastrop Parks and amending Appendix A, ARTICLE A1.10 "Parks" amending and setting fees for various uses of City Parks; providing a severability clause; and providing an effective date.**
- A.5 Consideration, discussion and possible action regarding authorizing the City Secretary to change the term end date for place 7 on the Bastrop Arts in Public Places Board from June 2018 to June 2019.**
- A.6 Approval of the statutory denial, for a period of 180 days from the date of Council action on a request for the Pecan Park, Section 5B Final Plat being a +/- 12.72 acre tract out of the Mozea Rousseau Survey Abstract No. 56, located within the city limits of Bastrop Texas.**
- A.7 Consideration, discussion, and possible action on a request from the Bastrop Homecoming Committee to add May 12, 2016 to the variance approved by Council on February 9, 2016, a variance to Section 8.02.001 of the City of Bastrop Code of Ordinances to allow for the sale and consumption of alcoholic beverages during the Mayfest Hill Disaster Relief Rodeo event scheduled for May 13-14, 2016 at the Mayfest Hill Park located on American Legion Drive.**
- A.8 Consideration, discussion and possible action on acceptance and approval of the FY 2017 Hotel Funding Calendar and FY 2017 Community Support Funding Calendar.**
- A.9 Consideration, discussion and possible action regarding the approval and acceptance of a resolution of the City Council of the City of Bastrop, Texas adding the costs associated with the operation of a visitor information center to the City's Hotel/Motel Tax Revenue "Tier One" funding.**

Mayor Pro Tem DeLaRosa made the motion to approve the consent agenda, seconded by Council Member Gilleland. The motion was approved on a vote of 5-0.

**B. PUBLIC HEARINGS, ORDINANCES, & OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION - NONE**

- B.1 PUBLIC HEARING: Consideration, discussion and possible action on the Replat of Lot #24 being +/- 5.642 acres within The Replat of Piney Ridge Subdivision, Section 3. The replat will create two single family residential lots within the City of Bastrop, Texas One Mile Extra Territorial Jurisdiction (ETJ).**



The public hearing was conducted and Council Member McAnally made the motion to approve the replat, seconded by Council Member Schiff. The motion was approved on a vote of 5-0.

### C. OLD BUSINESS - NONE

### D. NEW BUSINESS CONTINUED

#### D.2 Appointment by Mayor, subject to confirmation by City Council of Tresha Silva to Place 7 on the Bastrop Vision Task Force.

Mayor Pro Tem DeLaRosa made the motion to appoint Tresha Silva to Place 7 on the Bastrop Vision Task Force, seconded by Council Member Schiff. The motion was approved on a vote of 5-0.

#### D.3 Consideration, discussion, and possible action on the adoption of a resolution to select the proxy to represent the City of Bastrop, Texas at the Bluebonnet Electric Cooperative Annual Meeting to be held at 2:30 pm, on Tuesday, May 10, 2016 at the Sons of Hermann Hall, 1031 CR 223, in Giddings, Texas.

No action was taken.

#### D.4 Consideration, discussion, and possible action for approval of a May 17, 2016 special meeting and Canvass for the May 7, 2016 Election.

Council Member McAnally made the motion to set a special meeting for canvassing of the May 7, 2016 Election and reception, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a vote of 5-0.

### E. EXECUTIVE SESSION

E1. The Bastrop City Council met at 9:30 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq*, to discuss the following:

#### 3. SECTION 551.0-74 – Personnel Matters: City Manager

E2. The Bastrop City Council reconvened at 9:40 p.m. into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

#### D.5 Consideration, discussion, and possible action regarding an employment agreement by and between the City of Bastrop and City Manager Mike Talbot.

Council Member McAnally made the motion to approve the employment agreement by and between the City of Bastrop and City Manager Mike Talbot with the following amendments, seconded by Council Member Gilleland. The motion was approved on a vote of 5-0.

Amendments to employment agreement are as follows:

- Page 1, replace the date of May 15<sup>th</sup> with May 12<sup>th</sup>
- Page 2, add an inclusion under compensation to make the annual base salary increase retroactive to October 1, 2015.
- Page 3, section 4 sub B second line replace the word “or” with the word “of”.
- Page 4, there was a reference to 92 consecutive calendar days it should be 90 calendar days.



- D.6 Consideration, discussion and possible action on acceptance and approval of the revised Hotel Motel Tax Use Policy and Hotel Occupancy Tax Funding Application.**  
Council Member McAnally made the motion to approve the revised Hotel Motel Tax Use Policy and Hotel Occupancy Tax funding application, seconded by Council Member Gilleland. The motion was approved on a vote of 5-0. Direction was given to the Chief Financial Officer to only provide the Council with the applications from the packets rather than the entire packet.
- D.7 Consideration, discussion and possible action on the approval of a resolution of the City Council of Bastrop, Texas regarding authority provided to the County of Bastrop, Texas and the Bastrop Independent School District concerning real property held in trust for the City, located in Pine Forest, Unit 6, Bastrop County, Texas and resolving matters regarding a real estate contract.**  
Council member Schiff made the motion to approve the resolution, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a vote of 5-0.
- D.8 Consideration, discussion and possible action on the approval of a resolution of the City Council of Bastrop, Texas accepting into the City's public records various communications from members of the Pine Forest Property Owners' Association, Inc.**  
Council Member McAnally made the motion to approve the resolution, seconded by Council Member Schiff. The motion was approved on a vote of 5-0.
- D.9 Consideration, discussion and possible action regarding a proposed charter amendment stating that the City of Bastrop could not sell a portion of the City's water system without voter approval.**  
No action was taken.
- D.10 Consideration, discussion and possible action on the approval on the first reading of an ordinance amending the Bastrop City Code, Chapter 1, Article 1.10 Parks, Section 1.10.002 (h) and Chapter 8, Article 8.02, Sec. 8.02.002 (a) concerning administrative approval for the sale, possession and consumption of alcoholic beverages in city parks and certain other areas, allowing for Council to grant such waivers when necessary; providing a severability clause; and establishing an effective date.**  
Council Member McAnally made the motion to approve the first reading of the ordinance, seconded by Council Member Jackson. The motion passed on a vote of 5-0.

## **E. EXECUTIVE SESSION**

E1. The Bastrop City Council met at 9:55 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq*, to discuss the following:

1. **SECTION 551.071(1)(A) & SECTION 551.071(2)** – Consultation with Attorneys, by telephone and/or in person concerning: (1) potential, pending, threatened, and/or contemplated litigation or claims, including but not limited to water permits and supply, status of settlement of pending suit(s), threatened litigation, or claims, and/or (2) matter upon which the Attorney has a duty and/or responsibility to report to the governmental body, concerning same, and/or any other matters posted on the agenda.
2. **SECTION 551.072** – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property

E2. The Bastrop City Council reconvened at 10:20 into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

**ACTION**

Mr. Charles Bundren, consulting attorney was in attendance. City Manager, Mike Talbot stated that Council had been advised by Mr. Bundren of two pending litigation matters but that no action was required by the City Council at this time.

**ADJOURNMENT**

**Council Member Schiff made the motion to adjourn the meeting at 10:22 p.m., seconded by Mayor Pro Tem DeLaRosa's. The motion was approved on a 5-0 vote.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor Ken Kesselus

\_\_\_\_\_  
City Secretary Ann Franklin



# MINUTES OF SPECIAL WORKSHOP MEETING

## Bastrop City Council

March 29, 2016 6:00 P.M.

Pursuant to the Texas Government Code, Chapter 551, the City Council of Bastrop, Texas held a Special Workshop Meeting on Tuesday, March 29, 2016 at 6:00 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas considered the following matters:

1. Call to Order – Mayor Kesselus called the meeting to order at 6:01 PM
2. At 6:02 PM Mayor Kesselus recessed the special meeting and convened into a Workshop Session and the following agenda items were discussed.
  - A. Discussion regarding a review of current “Capital Projects and “Future Capital Projects”, sources of funding for “Future Capital Projects, the impact that future projects will have on future budgets, tax rates, rates or fees accessed or charged by the City of Bastrop associated with “Future Capital Projects” and the types of Capital Projects that might be considered for a General Bond Election.

City Manager Talbot informed the Council that a follow-up meeting will need to be held in three-four weeks. Mayor Kesselus asked what kind of numbers are we talking about on the bonds being issued and CM Talbot informed Council \$5,000,000.00 - \$10,000,000.00 was a number he felt comfortable with. CM Talbot informed the Council that the DMO workshop will be held next Tuesday 4-5-16 at 6:00 PM at City Hall facilitated by Katherine Ray of Ray Associates, Inc. CM Talbot gave a brief update on the SOAH Hearing. CM Talbot passed out a handout with the possible projected listed and costs listed. CM Talbot informed the Council that he looked forward to their input. CM Talbot handed out a breakdown of the various street projects, water-wastewater projects and Facilities Projects. CM Talbot went over the details of the handout. Discussion was held among the Council.

- B. Discussion regarding potential charter amendments to the City of Bastrop “City Charter”. Ms. Brown, City Attorney, gave an overview regarding an election to change the Charter. Ms. McAnally asked how often the Charter is to be reviewed. Ms. Brown stated that the current charter states the City Manager should review every five years and bring anything that he feels might need to be looked at to the Council. There was discussion held regarding the sell or rather no sell of City of Bastrop Water Utility or Bastrop Power & Light. Mayor Kesselus asked if there needed to be a charter review committee or can Council take on this responsibility on its own. The Council did not seem interested in using a committee. Mr. Talbot stated that he would review the Charter and get back with the Council if there are additional items that need to be addressed. He also informed Council that if they were to use a committee, due to the lengthy process of getting it up and running that Council may be looking at May 2017 to have an election. Ms. Gilleland brought up the subject of adding an charter amendment that would prohibit Council members who sit on a City Board from voting and should be classified as an ex officio member. Mr. Talbot suggested that the Council have a public hearing in April, for the public can have input. There was some discussion regarding the Shelter Building.

3. The Bastrop City Council will adjourn the Workshop Session and reconvene into the special meeting to Take any necessary action(s).
4. At 7:26 PM, Mr. DeLaRosa made the motion to adjourn the special meeting, seconded by Mr. Shciff and approved unanimously.

APPROVED:

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KEN KESSELUS, MAYOR

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ANN FRANKLIN, CITY SECRETARY



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL ON THE FIRST READING OF AN ORDINANCE AMENDING THE BASTROP CITY CODE, CHAPTER 1, ARTICLE 1.10 PARKS, SECTION 1.10.002 (h) AND CHAPTER 8, ARTICLE 8.02, SEC. 8.02.002 (a) CONCERNING ADMINISTRATIVE APPROVAL FOR THE SALE, POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN CITY PARKS AND CERTAIN OTHER AREAS, ALLOWING FOR COUNCIL TO GRANT SUCH WAIVERS WHEN NECESSARY; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_  
Attached is an Ordinance that would grant the City Manager the authority to approve a waiver allowing for the consumption of "Alcoholic Beverages" in City Parks as long as the person and/or group making the request complies with all of "State of Texas Alcoholic Beverages Commission" rules and regulations regarding the sale and consumption of alcoholic beverages. The ordinance does allow the City Manager to defer a request for a waiver to the allow for the consumption of "Alcoholic Beverages" in City Parks for consideration by City Council if the City Manager deems that special circumstances necessitate that the matter be considered by the City Council.

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE  
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Action Taken: \_\_\_\_\_

**ORDINANCE NO. 2016- 07**

**AN ORDINANCE AMENDING THE BASTROP CITY CODE, CHAPTER 1, ARTICLE 1.10 PARKS, SECTION 1.10.002 (h) AND CHAPTER 8, ARTICLE 8.02, SEC. 8.02.002 (a) CONCERNING ADMINISTRATIVE APPROVAL FOR THE SALE, POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN CITY PARKS AND CERTAIN OTHER AREAS, ALLOWING FOR COUNCIL TO GRANT SUCH WAIVERS WHEN NECESSARY; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, pursuant to the authority granted by the State of Texas and its Home Rule Charter, as a home rule municipality, the City Council has developed and approved regulations, codes, policies and procedures that adequately provide for and allow for the sale, possession and consumption of alcoholic beverages in various locations in the City of Bastrop, including City Parks and open spaces, and

**WHEREAS**, the City Council now desires to amend certain provisions in the existing valid City Code in a manner that reflects and supports the Council's approval of a process for administrative approval when done in accordance with approved polices and procedures and in compliance with State permitting and licensing laws and regulations.

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

**PART 1:** Article 1.10 PARKS shall be amended, as follows:

**Sec. 1.10.002 (h) Alcoholic Beverages.** Possession, use or consumption of any alcoholic beverage, as defined in the Texas Alcoholic Beverage Code, now or as amended, within the area of the city parks shall conform with the laws of the city and the state. For specific regulations related to the Sale, possession and consumption of alcoholic beverages in Bastrop's public parks please refer to City Code, Article 8.02, Section 8.02.002, which provides additional information on this topic in addition to this general requirement to conform to all laws and codes.

**PART 2:** Article 8.02 ALCOHOLIC BEVERAGES shall be amended as follows:

Sec. 8.02.002 Sale, possession and consumption prohibited in parks and certain other areas



(a) Prohibited areas. It shall be unlawful for any person to knowingly or willfully sell, possess with the intent to sell, possess, consume or possess with the intent to consume any alcoholic beverage in the following areas, except as provided herein:

- (1) Within any public park, playground or recreation area in the city, not including park land owned by the state.
- (2) Within any area zoned parks and open space within the city, not including park land owned by the state.
- (3) Within any park, recreation area, playground, athletic field or athletic facility owned by a public school district and located within the city.
- (4) Upon any public street, sidewalk, or right-of-way which is located within a public park, playground, recreation area, or area zoned parks and open space within the city, not including land owned by the state. Street which have been temporarily closed for use for parties, dances or other recreational purposes shall be considered to be public recreational areas for purposes of this section.

(b) Administrative Waivers by City Manager. . Notwithstanding any provision contained herein, the City Manager shall have the authority to approve an administrative waiver for the sale, possession, and consumption of alcoholic beverages in parks and other public areas, on a case-by-case basis when, in his sole discretion, an administrative waiver is in the best interest of the applicant, the City and the citizens of Bastrop, with all pertinent factors considered, and when the request for a waiver involves the sale, possession and consumption of alcoholic beverages: (1) for a special event to be held by a non-for profit entity, pursuant to a Special Event Permit issued by the City; (2) in a City of Bastrop public park or public area or property controlled by the City; (3) the applicant for the waiver adequately demonstrates to the City Manager that the sales, possession and consumption will not negatively impact immediately surrounding property owners or the public at large, and (4) the applicant provides the City Manager with any pertinent licensing, insurance and/or other applicable business information and documentation deemed necessary by the City Manager to grant the waiver. The City Manager is authorized to require applicants for waivers to provide proof of insurance in amounts approved by the City for the event(s), on a case-by-case basis, and to establish other reasonable and necessary limits and conditions when granting such waivers, such as hiring private security personnel or posting a refundable security deposit for post-event clean-up cost and/or trash collection, or other necessary services related to the event and the sale/consumption of alcoholic beverages. All waivers will be in effect for a stated location and period of time, as determined by the City Manager, but in no event to be longer than 72 hours.



(c) Deferral of Waivers to the City Council. In the event that the City Manager so desires, he may defer his administrative decision on a requested waiver related to the sale, possession and consumption of alcoholic beverages in City Parks and in public areas to the City Council, for its evaluation and determination. If a request for a waiver is to be deferred to the Council, the City Manager will place the request for a waiver on an upcoming Council Agenda. In making exemption council decision on a requested waiver, the city council may consider all pertinent information provided, the possible impact on the immediately adjacent neighborhood, as well as any citizen input deemed relevant and presented to the Council at the meeting. Further, the city council shall require an applicant for exemption waiver to provide proof of liability insurance in amounts that adequately protect the public and the city.

**PART 3:** Severability: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this order.

**PART 4:** Disclaimer: This ordinance shall not create liability on the part of the community or any official or employee thereof for any damages that result from reliance on this order or any administrative decision lawfully made thereunder.

**PART 5:** Effective Date: The provisions of this Ordinance shall take effect immediately after passage and in accordance with applicable law.

**READ and Approved** on First Reading on the 22nd day of March, 2016.

**READ and Adopted** on Second Reading on the 12th day of April, 2016.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Ken Kesselus**  
**Mayor**

\_\_\_\_\_  
**Ann Franklin**  
**City Secretary**

Approved as to Form:

Jo-Christy Brown, City Attorney



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: **Approval of Bastrop Marketing Corporation’s request for reimbursement of funds for February 2016 in accordance with the agreement to be spent on advertising and marketing the City of Bastrop area.**

2. Party Making Request: **Tracy Waldron, Chief Financial Officer**

3. Nature of Request: (Brief Overview) Attachments: Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted:  Yes  No  N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE  
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_

8. Staff Recommendation: **Approval of Bastrop Marketing Corporation’s request for reimbursement of funds for February 2016.**

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager’s Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Approval of Bastrop Marketing Corporation’s reimbursement request for February 2016.**

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF BASTROP  
FINANCE  
DEPARTMENT**

# Memo

**To:** Mayor, City Council and City Manager  
**From:** Tracy Waldron, Chief Financial Officer  
**Date:** April 5, 2016  
**Re:** Reimbursement of Accrued Bastrop Marketing Corporation Expenses

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Attached is the request from Bastrop Marketing Corporation (BMC) for payment of funds in accordance with the Tourism Marketing Agreement that was signed with the City of Bastrop in November 2003.

This request is for the time period of February 2016. There is a month lag in the receipt of the hotel occupancy tax monies.

It is recommended that Council approve the reimbursement of funds in the amount of \$57,733.20 for February 2016 to BMC in accordance with our agreement to be spent on advertising and marketing the City of Bastrop area. This amount represents 43% of the tax collections.

If you have any questions regarding this agreement please contact me at 512-332-8820.



Bastrop Marketing Corporation ("BMC")  
 October 2015 through September 2016 - Budget

	2 0 1 5				2 0 1 6								
	September	October	November	December	January	February	March	April	May	June	July	August	September
HRLPR Room Revenues	\$ 2,502,731.43	\$ 3,055,804.31	\$ 2,160,416.73	\$ 1,529,377.01	\$ 1,769,678.66	\$ 1,937,420.67	\$ 3,300,464.00	\$ 2,840,652.00	\$ 3,498,024.00	\$ 3,667,460.00	\$ 4,165,822.00	\$ 3,660,260.00	\$ 2,782,820
Exemptions	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxable Room Revenues	2,502,731.43	3,055,804.31	2,160,416.73	1,529,377.01	1,769,678.66	1,937,420.67	3,300,464.00	2,840,652.00	3,498,024.00	3,667,460.00	4,165,822.00	3,660,260.00	-
City of Bastrop HOT Rate	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%
City of Bastrop HOT Tax	\$ 175,191.20	\$ 213,906.30	\$ 151,229.17	\$ 107,056.39	\$ 123,877.51	\$ 136,619.45	\$ 231,032.48	\$ 198,845.64	\$ 244,861.68	\$ 256,722.20	\$ 291,607.54	\$ 256,218.20	-
Gross Liability to City	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel Owner Collection Allowance (1%)	\$ 175,191.20	\$ 213,906.30	\$ 151,229.17	\$ 107,056.39	\$ 123,877.51	\$ 136,619.45	\$ 231,032.48	\$ 198,845.64	\$ 244,861.68	\$ 256,722.20	\$ 291,607.54	\$ 256,218.20	-
Net Collection by City	(1,751.91)	(2,139.06)	(1,512.29)	(1,070.56)	(1,070.56)	(1,238.78)	(1,356.19)	(2,310.32)	(1,988.46)	(2,448.62)	(2,567.22)	(2,916.08)	(2,562.18)
Applicable % payable to BMC	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%
Funds Available to BMC	74,578.89	91,059.91	64,378.26	45,573.91	52,734.65	57,733.20	98,350.53	84,648.59	104,237.62	109,286.64	124,137.33	109,072.09	-
Total Budget	\$ 1,015,791.62	Allocated:	84,649.30	84,649.30	84,649.30	84,649.30	84,649.30	84,649.30	84,649.30	84,649.30	84,649.30	84,649.30	84,649.32
Payment of Funds by City to BMC	\$ 74,578.89	\$ 91,059.91	\$ 64,378.26	\$ 45,573.91	\$ 52,734.65	\$ 57,733.20	\$ 98,350.53	\$ 84,648.59	\$ 104,237.62	\$ 109,286.64	\$ 124,137.33	\$ 109,072.09	-
Updated:	Paid	Paid 11/12/2015	Paid 12/17/2015	Paid 1/21/2016	Paid 3/3/2016	Paid 3/10/16	Currently Due						
Variance	\$ 74,258.81												
	\$ 320.08	165,638.80	230,017.06	275,590.97	328,325.62	386,058.62	484,409.35	569,057.94	673,295.56	782,582.20	906,719.53	1,015,791.62	
		169,298.60	253,947.90	338,597.20	423,246.50	507,895.80	592,545.10	677,194.40	761,843.70	846,493.00	931,142.30	1,015,791.62	

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: April 5, 2016

MEETING DATE: April 12, 2016

1. Agenda Item:

**Consideration, discussion and possible action on acceptance of an Interlocal agreement with Bastrop County for the joint reconstruction work related to Homonu Court, Olla Drive, and Pahala Court in which the County agrees to contribute a maximum of \$60,536 towards the project.**

2. Party Making Request: **Mike Talbot, City Manager**

3. Nature of Request: (Brief Overview) Attachments: Yes  No

This Interlocal agreement is required for the City to secure the funds available through the County to improve these roads that were effected during the Bastrop County Complex Fire in 2011.

4. Policy Implication: N/A

5. Budgeted:  Yes  No  N/A

Bid Amount: \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_

Under Budget: \_\_\_\_\_

Over Budget: \_\_\_\_\_

Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

8. Staff Recommendation: **Approve the Interlocal agreement**

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested: **Motion to approve this interlocal agreement with the County.**



STATE OF TEXAS

§ COUNTY OF BASTROP, TEXAS

§ AND

§ CITY OF BASTROP, TEXAS

COUNTY OF BASTROP

**THE** County of Bastrop (the "County"), a local political subdivision of the State of Texas, and the City of Bastrop, a political subdivision of the State of Texas (the "City") hereby enter into this Interlocal Agreement (the "Agreement"), as authorized by the Texas Interlocal Cooperation Act, Government Code Chapter 791, et seq. for the joint reconstruction work related to Homonu Court, Olla Drive and Pahala Court Road which together constitute approximately 0.43 miles of public roadway located within the boundaries of the City of Bastrop, as described and depicted in Exhibit A, attached hereto and incorporated for all purposes ("the Project"). For purposes of this Agreement, the City and the County may be referred to jointly herein as the "Parties," and individually as a "Party".

**WHEREAS**, the County has an interest in protecting the health and safety of the citizens of Bastrop County, including the maintenance of public roadways in the incorporated portions of Bastrop County; and

**WHEREAS**, the City, which also has an interest in protecting the health and safety of the traveling public in its jurisdictional areas, desires to secure a portion of the funds required for the successful completion of the Project, which portion of the funds have been offered to the City by the County.

**NOW THEREFORE**, the Parties, for and in consideration of the consideration, agreed to be sufficient by both, the covenants and agreements set forth herein, to be kept and performed by them, respectively, have agreed to and do hereby agree together as follows:

1. Purpose

Pursuant to Chapter 791 of the Texas Government Code, the County and City are public agencies entering into this Agreement for the purpose of providing governmental functions in which both Parties are mutually interested and for the purpose that each Party would be performing functions they would otherwise be authorized to perform individually; specifically: financing, project management, installation and maintenance of the Project, which will create improvements to public roadways in the incorporated areas of Bastrop County, resulting in protecting and providing for the public health and welfare, in general, and for the safety of the traveling public on such roadways, in particular.

2. General Agreement

The County and City hereby agree to cooperate, as detailed in this Agreement, in the duties and responsibilities necessary to undertake and complete the construction of the Project. The Project consists of the road reconstruction work related to Homonu Court, Olla Drive and Pahala Court Road which together constitute approximately 0.43 miles of public roadway located within the boundaries of the City of Bastrop.

3. Scope of Project

Attached as Exhibit B are the 'Item Descriptions' and "Engineer's Estimates of Quantities" for the Roadway Improvements, which comprise the Project, and which materials and labor relate to work related to Homonu Court, Olla Drive and Pahala Court Road , constituting approximately 0.43 miles of public roadway located within the boundaries of the City of Bastrop.

The total cost of the Roadway Improvements estimated by the Engineer, and shown on Exhibit B, is \$89,976.00. However, the Parties acknowledge and agree that the County's total, maximum contribution to the Project shall be \$60,536.00. Further, the Parties agree that any labor or material costs necessary to complete the Project, that are above the \$60,536.00 contributed by the County, shall be borne by the City.

4. City Responsibilities

City shall serve as the lead governmental entity for the purpose of this Agreement. In this role, the City shall perform all administrative duties associated with the Project including, but not limited to, entering into contract(s) with party(s) for the purposes of undertaking and constructing the Project.

5. County Responsibilities

As its financial contribution to the Project, , the County will provide the City with a maximum amount of \$60,536.00 for labor and materials necessary to perform the Project's roadway improvements.

6. Other Agreements Relating to the Project

- A. The County's payment to the City will be made within forty-five (45) days of the City's presentation of an invoice to the County for the Roadway Improvements portion of the Project.
- B. City agrees to conform to its applicable municipal purchasing laws, regulations, policies, and procedures, with respect to the City's performance under this Agreement.

7. Miscellaneous

- A. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To the County:      County of Bastrop  
                                 Attn: Judge Paul Pape  
                                 Bastrop County Judge  
                                 804 Pecan  
                                 Bastrop, Texas 78602



To City: City of Bastrop  
Attn: Michael H. Talbot, City Manager  
1311 Chestnut Street  
City Hall  
Bastrop, TX 78602

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

For ease of administration of this Agreement, a main contact person has been designated for the Parties as follows:

To the County: County of Bastrop  
Attn: Carolyn Dill, P.E.  
Bastrop County Engineer  
211 Jackson Street  
Bastrop, Texas 78602

To City of Bastrop: City of Bastrop  
Attn: Tracy Waldron  
Chief Financial Officer  
1311 Chestnut Street  
Bastrop, TX 78602

- B. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- C. Prior Agreement Superseded. This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein on the Project and supersedes any prior understandings or written or oral agreements between the Parties respecting the Project. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Project.
- D. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- E. General Waiver by the Parties. The Parties hereby waive and release each other from all claims for loss or damage caused by any act or omission by the other, their respective employees, or agents, in the performance of this Agreement, except for gross negligence and/or willful misconduct, and except as otherwise provided by the Texas Uniform Commercial Code. To the extent authorized by Texas law, the County and City agree that each entity is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its own negligent acts or omissions in connection with this Agreement as determined by a court of competent law.
- F. Violation of Law. The Parties shall not violate any federal, state or local laws,



regulations or ordinances in the performance of this Agreement.

- G. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.
- H. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Bastrop and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- I. Signature Warranty Clause. The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of City and the County, respectively.
- J. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by City, the County, their past or present officers, employees, or agents.
- K. Approval of Governing Bodies. This Agreement has been approved by the governing bodies of the County and City.
- L. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- M. Termination. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) calendar day's written notice.
- N. Governmental Purpose. Each Party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying Party as herein provided.
- O. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any Party does not appropriate sufficient funds to meet the obligations of such Party under this Agreement, then any Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Each of the Parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each Party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

**EXECUTED TO BE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF BASTROP**

By: \_\_\_\_\_  
Printed Name: Ken Kesselus  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Printed Name: Ann Franklin  
Title: City Secretary

**BASTROP COUNTY**

By: \_\_\_\_\_  
Printed Name: Paul Pape  
Title: County Judge

ATTEST:

By: \_\_\_\_\_  
Printed Name: Rose Pietsch  
Title: County Clerk







City of Bastrop

1209 Linden Street  
Bastrop, TX 78602

# COST ESTIMATE

For:

**EQUIPMENT**

HOURS	DESCRIPTION	COST/HR.	AMOUNT	ACTUAL
120	Motorgrader	\$55.00	\$6,600.00	
120	Steel drum roller	\$19.00	\$2,280.00	
40	Asphalt zipper	\$105.00	\$4,200.00	
120	9 wheel roller	\$33.00	\$3,960.00	
8	oil distributor	\$20.00	\$160.00	
8	Dual drum roller	\$28.00	\$224.00	
40	Asphal laydown machine	\$70.00	\$2,800.00	
8	Broom	\$35.00	\$280.00	
40	Backhoe/Skidsteer	\$55.00	\$2,200.00	
240	Crew truck & tools	\$15.00	\$3,600.00	
240	Forman truck & Tols	\$15.00	\$3,600.00	
24	Water truck	\$18.00	\$432.00	
			\$0.00	
SUBTOTAL			\$30,336.00	\$0.00

For:

**LABOR**

HOURS	DESCRIPTION	COST/HR.	AMOUNT	ACTUAL
240	Crewleader	\$18.02	\$4,324.80	
240	Equipment operator II	\$20.00	\$4,800.00	
240	Equipment operator II	\$17.00	\$4,080.00	
240	Equipment Operator I	\$17.00	\$4,080.00	
240	Equipment Operator I	\$15.00	\$3,600.00	
240	Maintenance worker II	\$13.00	\$3,120.00	
240	Maintenance worker II	\$12.00	\$2,880.00	
240	Maintenance worker II	\$12.00	\$2,880.00	
240	Maintenance worker I	\$12.00	\$2,880.00	
			\$0.00	
			\$0.00	
SUBTOTAL			\$32,644.80	\$0.00

Material Total	\$89,976.00	\$0.00
Equipment Total	\$30,336.00	\$0.00
Labor Total	\$32,644.80	\$0.00
<b>TOTAL</b>	<b>\$152,956.80</b>	<b>\$0.00</b>

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on a request for 512 House Group Subdivision being a +/- 0.907 acre tract out of the Stephen F. Austin Survey Abstract No. 3, located east of Phelan Road within the City of Bastrop, Texas One Mile Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

3. Nature of Request: (Brief Overview) Attachments: Yes   X   No       

**A city must take action on a plat within 30 days or the plat is automatically approved.**

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A  
    Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
    Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
    Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<b><u>NAME/TITLE</u></b>	<b><u>INITIAL</u></b>	<b><u>DATE</u></b>	<b><u>CONCURRENCE</u></b>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation: **Staff recommends approval of the statutory denial.**

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Recommend approval of the statutory denial.**





STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 5, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports for the period ending February 29, 2016.

2. Party Making Request: Tracy Waldron, Chief Financial Officer

3. Nature of Request: (Brief Overview) Attachments: Yes  No

Provide City Council the monthly financial report overview for four major funds to include General Fund, Water-Wastewater Fund, Bastrop Power & Light and the Hotel Motel Fund.

4. Policy Implication: N/A

5. Budgeted:  Yes  No  N/A

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_

Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_

Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

8. Staff Recommendation: Acceptance of the unaudited financial report for the period ending February 29, 2016

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested: Motion to except the unaudited Financial Report for the period ending February 29, 2016.

**CITY OF BASTROP, TEXAS  
MONTHLY FINANCIAL REPORT AND  
QUARTERLY FINANCIAL REPORT  
FOR PERIOD ENDING FEB. 29, 2016**





**CITY OF BASTROP  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF FEB. 29, 2016**

Fiscal year 2016 is 5 month or 41.7% completed as of Feb. 29, 2016.

**Revenues**

**Expenditures**

	FY 2016 Budget*	FY 2016 YTD Actual	% of FY2016 Budget	FY 2016 Budget*	FY 2016 YTD Actual	% of FY2016 Budget
General Fund	\$ 9,217,678	\$ 5,594,026	60.7%	\$ 11,554,507	\$ 3,585,154	31.03%
WWWW Fund	\$ 4,258,480	\$ 2,092,398	49.13%	\$ 4,385,286	\$ 1,817,798	41.45%
Electric Fund	\$ 7,528,000	\$ 2,667,651	35.44%	\$ 7,851,474	\$ 2,631,503	33.52%
Hotel Motel Fund	\$ 2,801,500	\$ 997,515	35.61%	\$ 2,630,706	\$ 1,139,747	43.32%

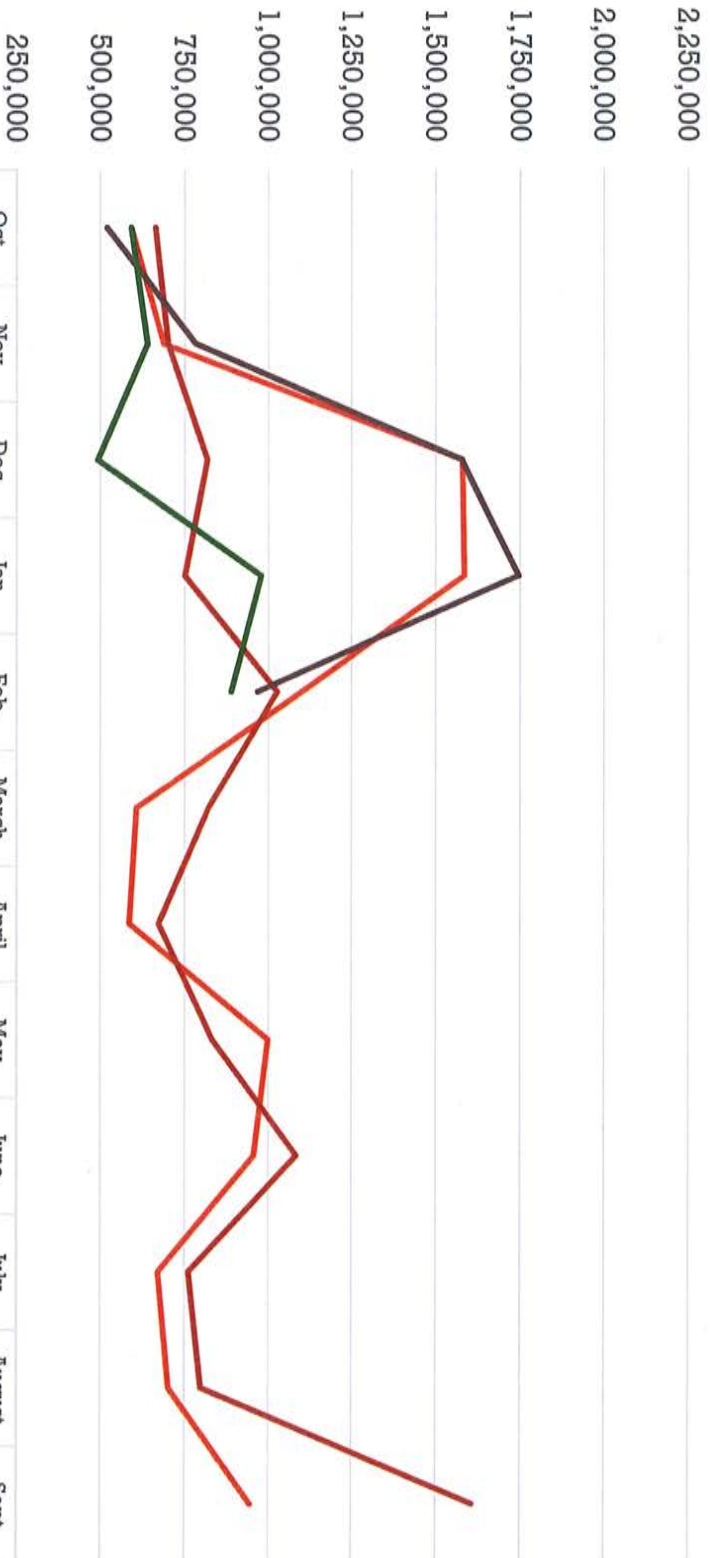
\*Budget amounts reflect any budget amendments approved by Council during the Fiscal Year



# GENERAL FUND REVENUE & EXPENDITURES

## AS OF FEB. 29, 2016

- Revenues will increase in December, January, and February due to collection of the Ad Valorem Taxes.
- Due to an audit adjustment that accrues our revenue into the period it was earned, the Sales Tax revenue earned in October and November are estimated.
- The Revenue spiked in May 2015 due to the transfer from BP&L of \$200,000 for the Comprehensive Plan and the donated land from BEDC of \$183,000 in-kind income
- FY2016 reflects a re-class of the overhead allocation from W/MW, BP&L and Convention Center for Administrative support. This use to come in as revenue but do to auditors adjustments, are being re-classed as a reduction of expense in each department. (This amounts to approximately \$86,500 a month)

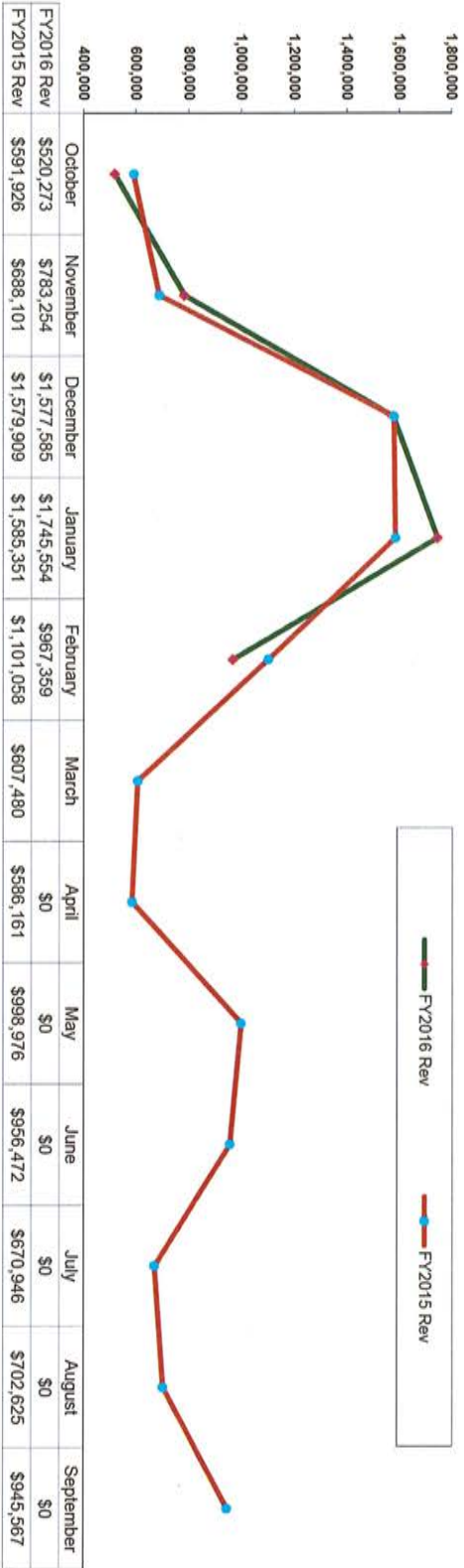


	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept
FY2015 Revenues	\$591,926	\$688,101	\$1,579,909	\$1,585,351	\$1,101,058	\$607,480	\$586,161	\$998,976	\$956,472	\$670,946	\$702,625	\$945,567
FY2015 Expenses	\$663,660	\$700,904	\$818,271	\$751,303	\$1,027,451	\$822,206	\$672,916	\$832,928	\$1,084,109	\$761,772	\$798,934	\$1,607,829
FY2016 Revenues	\$520,273	\$783,254	\$1,577,585	\$1,745,554	\$967,359							
FY2016 Expenses	\$592,109	\$640,105	\$492,501	\$978,544	\$889,284							

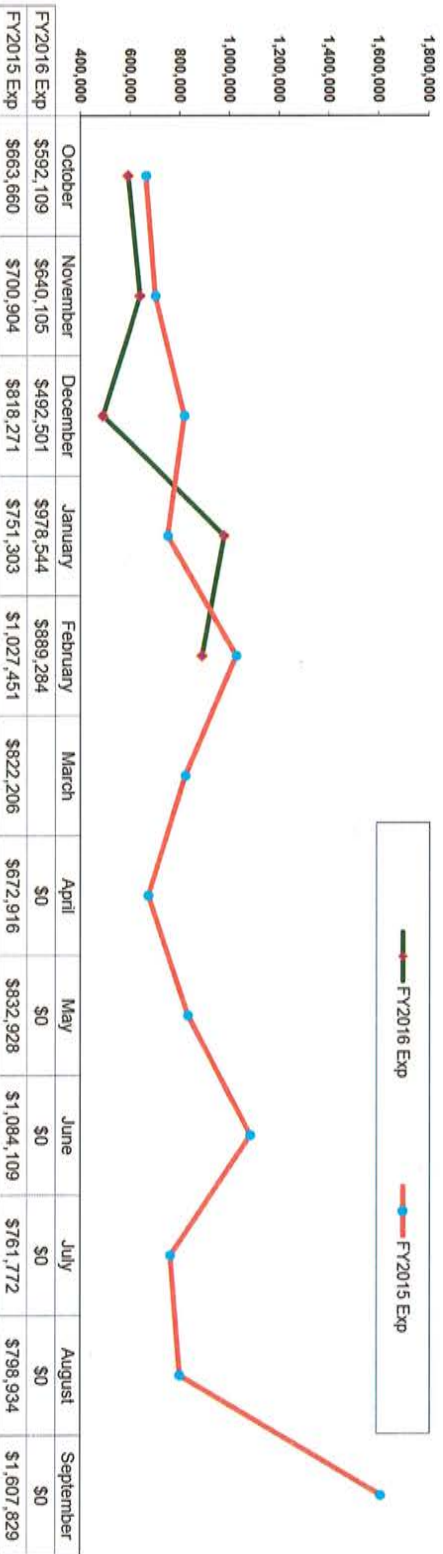


# GENERAL FUND REVENUE & EXPENDITURES AS OF FEB. 29, 2016

## FY 2015 & 2016 Revenues



## FY 2015 & 2016 Expenditures



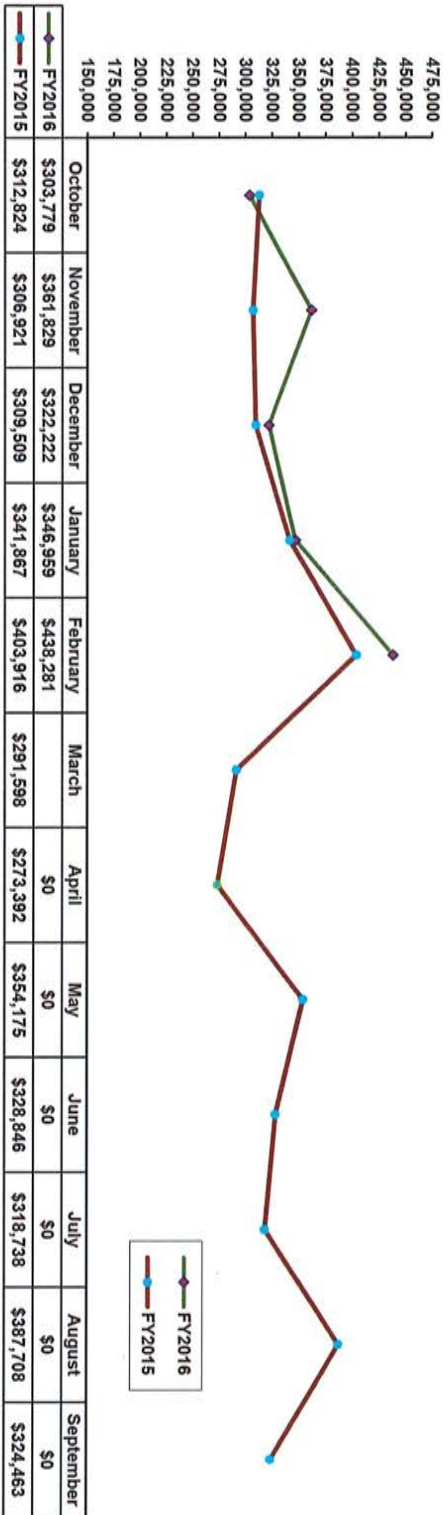
NEW in FY16 expense reflects a credit amount in each fund for the allocated overhead for Admin. support from WMMW, BP&L and Convention Center





GENERAL FUND REVENUE  
AS OF FEB. 29, 2016

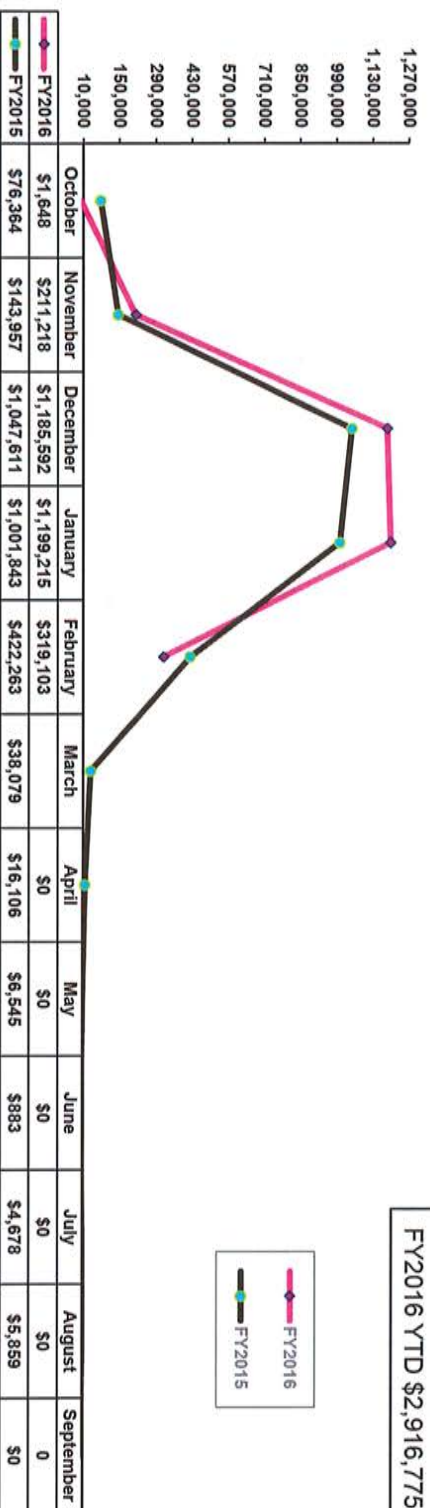
Sales Tax



FY2016 Budgeted \$3,996,190

FY2016 YTD \$1,773,070

Ad Valorem Taxes



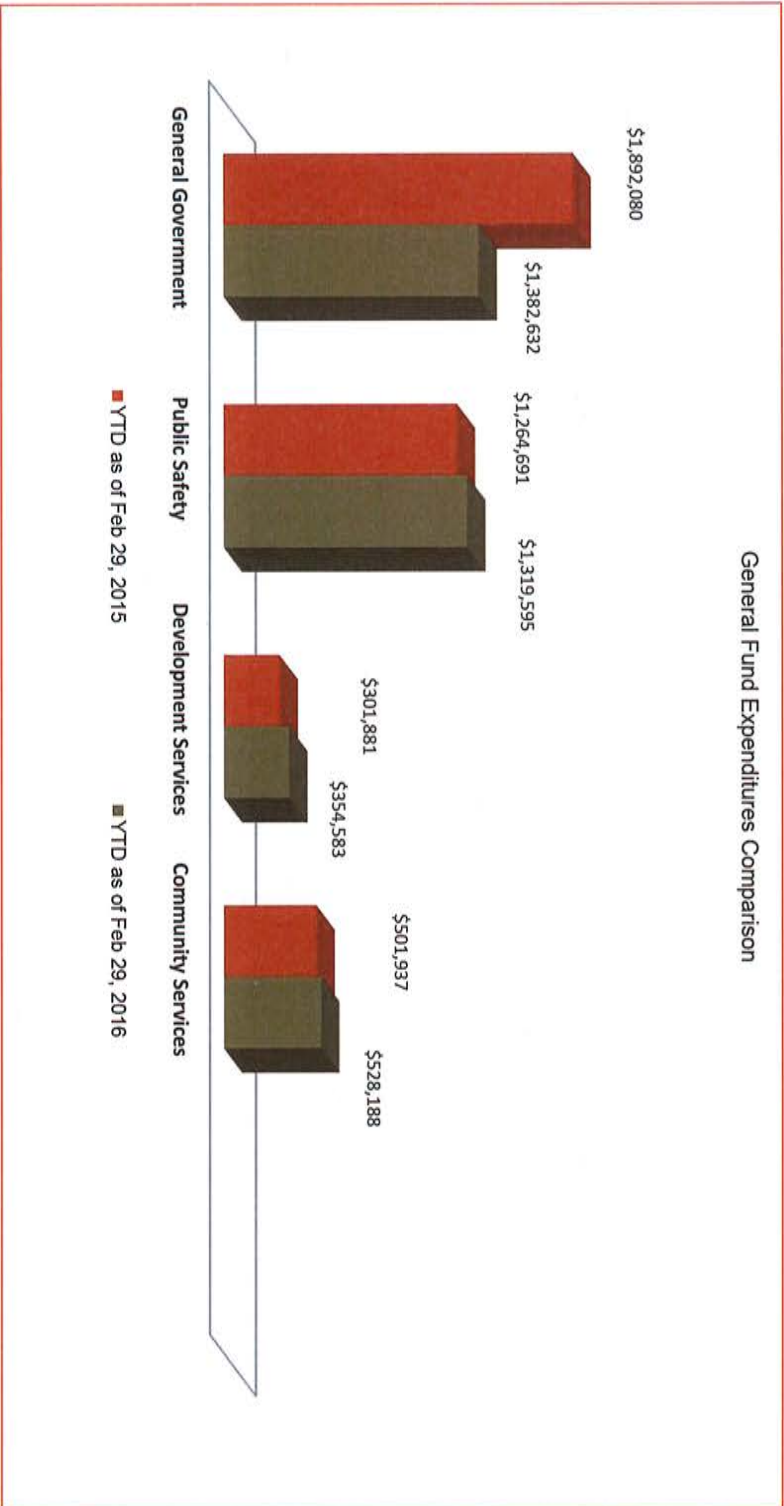
FY2016 Budget \$2,956,945

FY2016 YTD \$2,916,775



# GENERAL FUND EXPENDITURES AS OF FEB. 29, 2016

General Fund Expenditures Comparison



- General Government includes Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, and Building Maintenance
- Public Safety includes Police Department, Fire Department, Health, and Municipal Court
- Development Services includes the Planning Department
- Community Services includes Recreation, Parks, and Library



# WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF FEB. 29, 2016

- Water/ Wastewater Fund Revenues Year-to-date (YTD) as of Feb. 29, 2016 are \$2,092,398 or 49.13% of the year.
- Jan 2016 expenses are higher due to additional maintenance and capital outlay for additional equipment of \$93,400
- Feb 2016 expense higher due to additional maintenance on Wells E, H & I



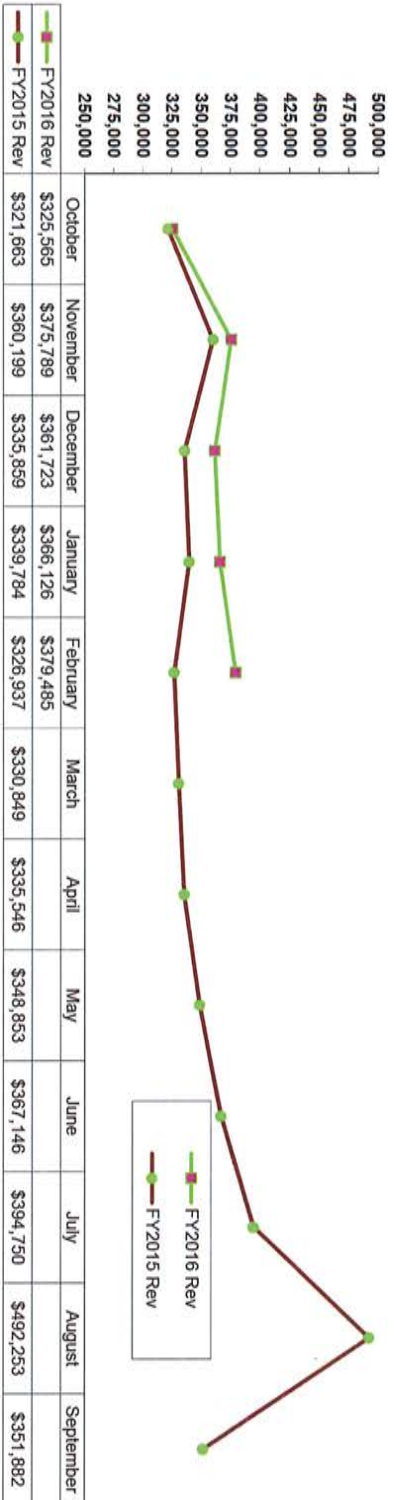
	October	November	December	January	February	March	April	May	June	July	August	September
FY2016 Rev	\$325,565	\$375,789	\$361,723	\$366,127	\$379,485							
FY2016 Exp	\$292,650	\$278,412	\$299,751	\$448,892	\$495,879							
FY2015 Rev	\$321,863	\$380,199	\$335,859	\$339,784	\$326,937	\$330,849	\$335,546	\$348,853	\$367,146	\$394,750	\$492,253	\$351,882
FY2015 Exp	\$279,403	\$289,841	\$301,317	\$300,431	\$302,572	\$275,911	\$290,436	\$320,178	\$329,507	\$335,886	\$391,738	\$256,335



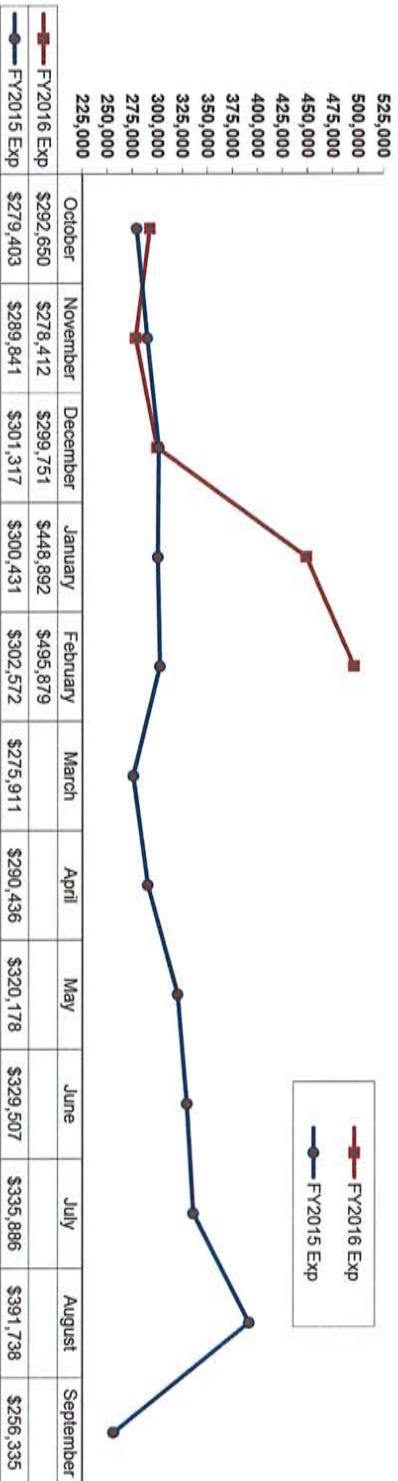


# WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF FEB. 29, 2016

## FY 2015 & 2016 Revenues

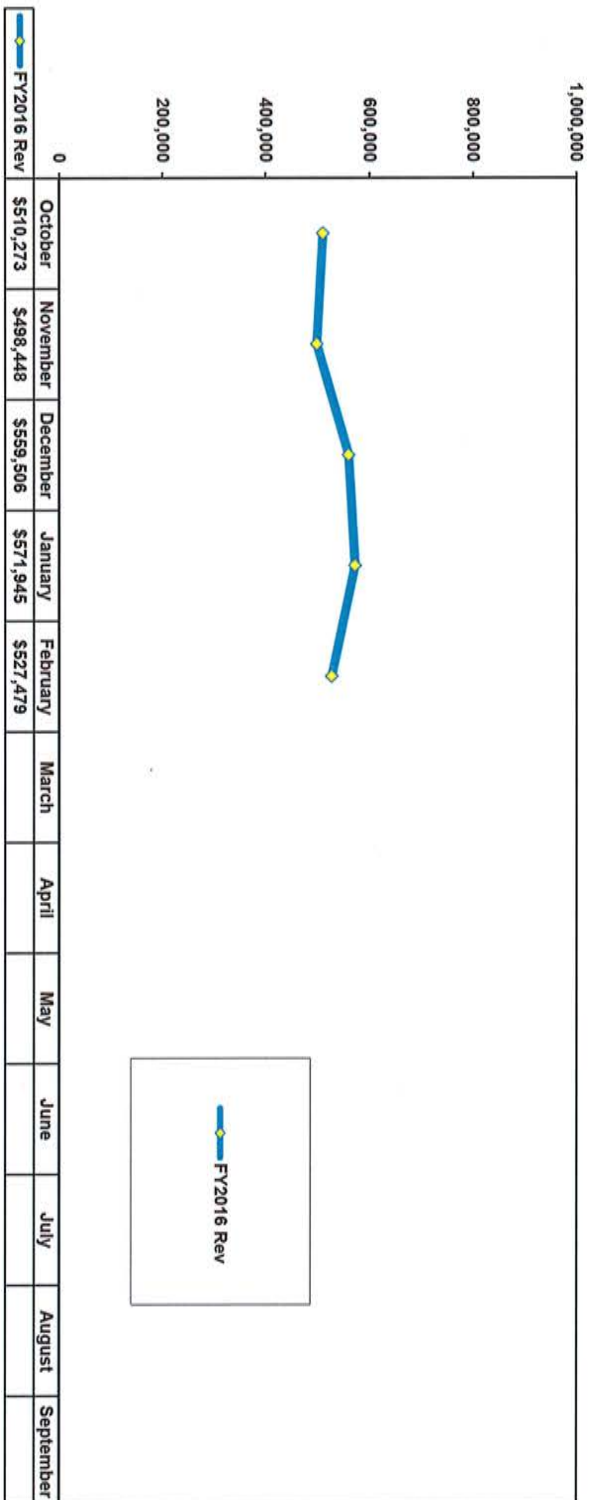


## FY 2015 & 2016 Expenditures



BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE  
AS OF FEB. 29, 2016

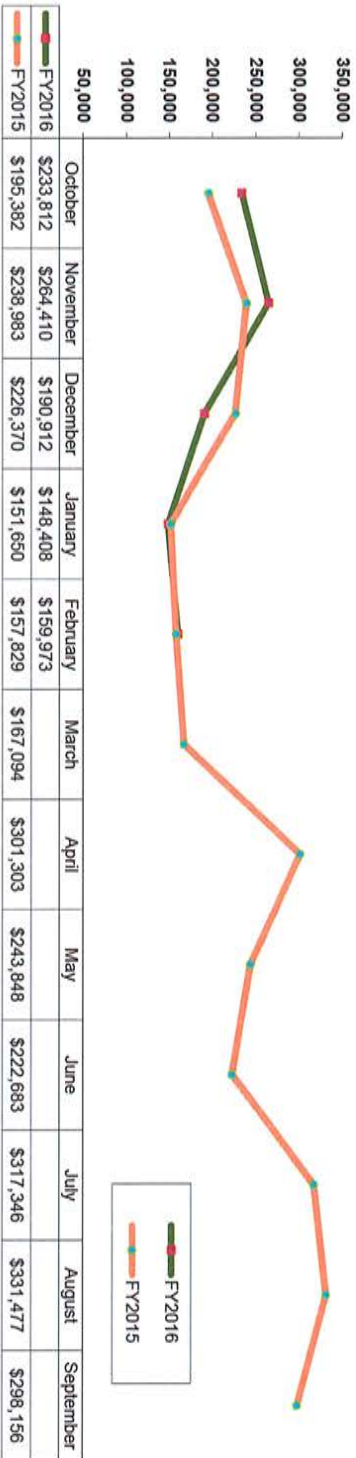
Electric Fund Revenues Year-to-date (YTD) as of Feb. 29, 2016 are \$2,667,651 or 35.44% of the FY2016 adopted budget.



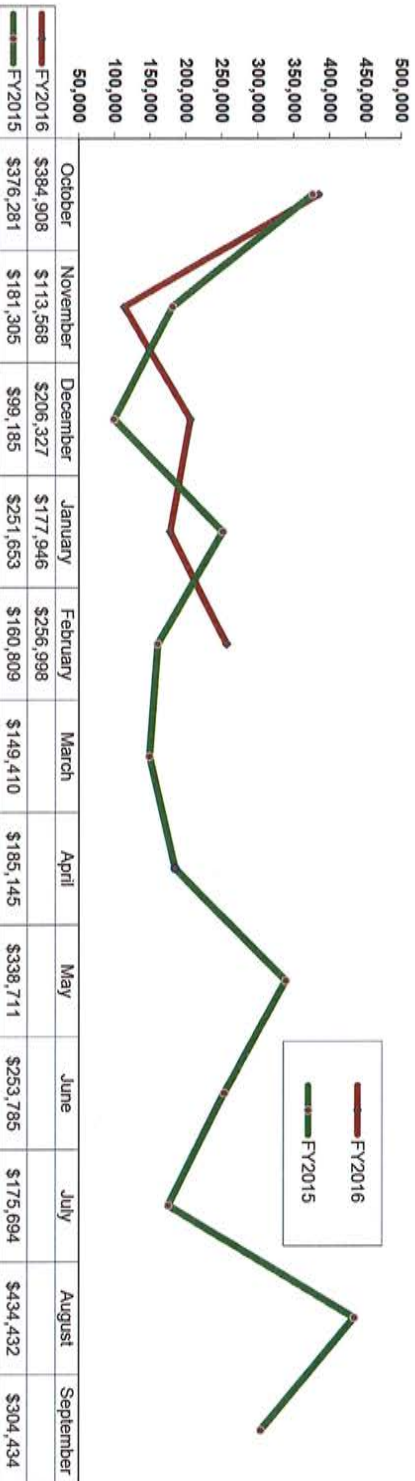
HOTEL MOTEL TAX REVENUE FUND REVENUE AND EXPENDITURES  
AS OF FEB 29, 2016

- Revenues as of Dec. 31, 2015 represent YTD earned revenue of \$689,134. Due to an audit adjustment that accrues our revenue into the period it was earned, the revenue earned in October is an estimate.
- Expenses in October are increased due to the one-time disbursement of funds to Hotel Motel funded organizations. The spike in August 2015 was the additional funding transfer to General Fund for Bastrop Art Guild and double payments to BMC.

Hotel / Motel Fund Revenue



Hotel / Motel Fund Expenses





FINANCIAL STATEMENT REPORTS ARE ATTACHED  
- GENERAL FUND  
- WATER/WASTEWATER UTILITY FUND  
- HOTEL MOTEL FUND



FINANCIAL STATEMENT

AS OF: FEBRUARY 29TH, 2016

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>TAXES &amp; PENALTIES</b>						
00-00-4001 CURRENT TAXES M&O	2,692,038.25	2,956,945.00	319,102.61	2,916,774.86	40,170.14	98.64
00-00-4002 DELINQUENT TAXES M&O	12,984.12	35,750.00	2,630.16	13,675.26	22,074.74	38.25
00-00-4003 PENALTIES & INTEREST M&O	10,416.90	26,000.00	3,714.81	9,637.91	16,362.09	37.07
00-00-4004 FRANCHISE TAX	124,646.39	410,000.00	97,501.52	154,985.77	255,014.23	37.80
00-00-4006 CITY SALES TAX	1,675,036.93	3,996,190.00	438,280.73	1,773,070.11	2,223,119.89	44.37
00-00-4008 OCCUPATION TAX	1,420.00	8,000.00	0.00	2,687.67	5,312.33	33.60
00-00-4009 MIXED BEVERAGE TAX	11,003.28	48,000.00	0.00	12,306.82	35,693.18	25.64
00-00-4010 380 AGREEMENT PROP REFUND	( 44,029.26)	( 45,000.00)	( 46,607.13)	( 46,607.13)	1,607.13	103.57
TOTAL TAXES & PENALTIES	4,483,516.61	7,435,885.00	814,622.70	4,836,531.27	2,599,353.73	65.04
<b>LICENSES &amp; PERMITS</b>						
00-00-4020 BUILDING PERMITS	55,957.05	120,000.00	7,707.71	33,320.71	86,679.29	27.77
00-00-4021 ZONING FEES	612.00	3,500.00	909.00	2,109.00	1,391.00	60.26
00-00-4022 PLATTING FEES	14,243.80	40,000.00	1,700.00	43,357.50	( 3,357.50)	108.39
00-00-4023 SPECIAL EVENT PERMIT FEE	400.00	2,000.00	975.00	725.00	1,275.00	36.25
TOTAL LICENSES & PERMITS	71,212.85	165,500.00	11,291.71	79,512.21	85,987.79	48.04
<b>CHARGES FOR SERVICES</b>						
00-00-4040 ANIMAL SERVICE RECEIPTS	135.00	200.00	50.00	75.00	125.00	37.50
00-00-4043 PARKS RECEIPTS	280.00	2,000.00	185.00	255.00	1,745.00	12.75
00-00-4044 PD ACCIDENT REPORTS	822.00	1,800.00	108.00	700.00	1,100.00	38.89
00-00-4046 SPECIAL EVENTS HOT REIMB	10,613.00	30,000.00	4,453.24	4,453.24	25,546.76	14.84
00-00-4047 PROJ ESCROW REIMB	0.00	0.00	3,946.24	3,946.24	( 3,946.24)	0.00
00-00-4049 TRANSFER STATION RECEIPTS	1,875.00	5,000.00	552.62	3,679.62	1,320.38	73.59
00-00-4051 SANITATION REVENUE	0.00	475,000.00	39,935.64	200,086.32	274,913.68	42.12
00-00-4052 SANITATION PENALTIES	0.00	7,500.00	724.88	3,049.42	4,450.58	40.66
TOTAL CHARGES FOR SERVICES	13,725.00	521,500.00	49,955.62	216,244.84	305,255.16	41.47
<b>FINES &amp; FORFEITURES</b>						
00-00-4070 MUNICIPAL COURT FINES	88,601.07	195,000.00	32,531.25	119,031.48	75,968.52	61.04
00-00-4076 LIBRARY RECEIPTS	6,630.90	16,000.00	1,366.86	6,670.86	9,329.14	41.69
00-00-4078 JUVENILE CASE MANAGER-M/C	3,255.07	7,500.00	950.11	4,138.78	3,361.22	55.18
00-00-4080 TEEN COURT (MC)	253.53	1,000.00	160.00	723.19	276.81	72.32
TOTAL FINES & FORFEITURES	98,740.57	219,500.00	35,008.22	130,564.31	88,935.69	59.48
<b>INTEREST INCOME</b>						
00-00-4400 INTEREST RECEIPTS	1,929.32	4,000.00	2,390.46	6,758.46	( 2,758.46)	168.96
TOTAL INTEREST INCOME	1,929.32	4,000.00	2,390.46	6,758.46	( 2,758.46)	168.96

FINANCIAL STATEMENT

AS OF: FEBRUARY 29TH, 2016

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>INTERGOVERNMENTAL</b>						
00-00-4413 BIRD PROJECT RECEIPTS	346.90	0.00	0.00	0.00	0.00	0.00
00-00-4414 DEPT OF JUSTICE GRANT REIMB	694.43	0.00	0.00	0.00	0.00	0.00
00-00-4415 EMERGENCY MANAGEMENT	16,201.38	30,000.00	0.00	7,652.26	22,347.74	25.51
00-00-4419 PROPERTY LIEN PAYMENTS	1,736.30	0.00	0.00	0.00	0.00	0.00
00-00-4493 BEDC IN-KIND	82,949.95	189,000.00	7,552.83	34,786.50	154,213.50	18.41
TOTAL INTERGOVERNMENTAL	101,928.96	219,000.00	7,552.83	42,438.76	176,561.24	19.38
<b>MISCELLANEOUS</b>						
00-00-4509 GENERAL DONATIONS	2,045.38	1,200.00	0.00	725.00	475.00	60.42
00-00-4512 SALE OF FIXED ASSETS	546.00	0.00	0.00	0.00	0.00	0.00
00-00-4536 MISCELLANEOUS	6,135.92	25,000.00	58.50	35,716.72 (	10,716.72)	142.87
00-00-4537 INSURANCE PROCEEDS	2,013.72	341.00	0.00	341.00	0.00	100.00
00-00-4543 DEVELOPER REIMBURSEMENT	0.00	0.00	0.00	12,797.64 (	12,797.64)	0.00
TOTAL MISCELLANEOUS	10,741.02	26,541.00	58.50	49,580.36 (	23,039.36)	186.81
<b>TRANSFERS-IN</b>						
00-00-4703 TRANSFERS IN - ELECTRIC FUND	255,625.00	557,750.00	46,479.17	232,395.85	325,354.15	41.67
TOTAL TRANSFERS-IN	255,625.00	557,750.00	46,479.17	232,395.85	325,354.15	41.67
<b>** TOTAL REVENUE **</b>						
	<u>5,037,419.33</u>	<u>9,149,676.00</u>	<u>967,359.21</u>	<u>5,594,026.06</u>	<u>3,555,649.94</u>	<u>61.14</u>



CITY OF BASTROP  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
LEGISLATIVE						
00-NON-PROGRAM						
PERSONNEL SERVICES	2,477.59	7,015.00	565.18	2,929.38	4,085.62	41.76
SUPPLIES & MATERIALS	2,232.71	4,530.00	147.90	794.92	3,735.08	17.55
OCCUPANCY	3,186.92	8,000.00	685.02	3,434.04	4,565.96	42.93
CONTRACTUAL SERVICES	540.00	10,900.00	3,788.36	4,474.36	6,425.64	41.05
OTHER CHARGES	4,923.40	( 10,880.00)	( 6,247.82)	( 7,638.62)	( 3,241.38)	70.21
TOTAL 00-NON-PROGRAM	13,360.62	19,565.00	( 1,061.36)	3,994.08	15,570.92	20.41
TOTAL LEGISLATIVE	13,360.62	19,565.00	( 1,061.36)	3,994.08	15,570.92	20.41
ORGANIZATIONAL						
00-NON-PROGRAM						
PERSONNEL SERVICES	67,346.00	68,842.56	2,239.16	18,479.92	50,362.64	26.84
SUPPLIES & MATERIALS	6,662.93	16,590.00	787.85	6,432.82	10,157.18	38.78
MAINTENANCE & REPAIRS	2,336.01	14,300.00	1,273.00	3,565.00	10,735.00	24.93
CONTRACTUAL SERVICES	575,428.20	456,000.00	54,284.35	315,370.95	140,629.05	69.16
OTHER CHARGES	157,049.95	508,648.00	31,185.63	147,613.41	361,034.59	29.02
CONTINGENCY	0.00	90,000.00	0.00	0.00	90,000.00	0.00
CAPITAL OUTLAY	0.00	4,717.00	0.00	4,717.00	0.00	100.00
TRANSFERS OUT	0.00	625,000.00	0.00	0.00	625,000.00	0.00
TOTAL 00-NON-PROGRAM	808,823.09	1,784,097.56	89,769.99	496,179.10	1,287,918.46	27.81
TOTAL ORGANIZATIONAL	808,823.09	1,784,097.56	89,769.99	496,179.10	1,287,918.46	27.81
CITY MANAGER						
00-NON-PROGRAM						
PERSONNEL SERVICES	114,984.48	307,631.00	24,362.52	117,408.06	190,222.94	38.17
SUPPLIES & MATERIALS	3,403.41	7,200.00	664.39	2,842.68	4,357.32	39.48
OCCUPANCY	3,365.14	9,400.00	708.54	3,528.51	5,871.49	37.54
CONTRACTUAL SERVICES	87.50	350.00	0.00	87.50	262.50	25.00
OTHER CHARGES	6,424.79	( 188,364.00)	( 70,500.94)	( 77,319.74)	( 111,044.26)	41.05
TOTAL 00-NON-PROGRAM	128,265.32	136,217.00	( 44,765.49)	46,547.01	89,669.99	34.17
TOTAL CITY MANAGER	128,265.32	136,217.00	( 44,765.49)	46,547.01	89,669.99	34.17

## FINANCIAL STATEMENT

AS OF: FEBRUARY 29TH, 2016

## 101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>CITY SECRETARY</b>						
00-NON-PROGRAM						
PERSONNEL SERVICES	28,675.09	92,853.00	7,178.12	34,776.61	58,076.39	37.45
SUPPLIES & MATERIALS	525.39	5,975.00	389.48	501.75	5,473.25	8.40
OCCUPANCY	1,078.37	2,190.00	195.00	1,094.29	1,095.71	49.97
CONTRACTUAL SERVICES	1,715.00	5,600.00	0.00	0.00	5,600.00	0.00
OTHER CHARGES	9,941.82	( 20,545.00)	5,998.37	( 13,660.00)	( 6,885.00)	66.49
TOTAL 00-NON-PROGRAM	41,935.67	86,073.00	13,760.97	22,712.65	63,360.35	26.39
TOTAL CITY SECRETARY	41,935.67	86,073.00	13,760.97	22,712.65	63,360.35	26.39
<b>FINANCE</b>						
00-NON-PROGRAM						
PERSONNEL SERVICES	125,364.84	349,248.00	27,043.75	132,701.80	216,546.20	38.00
SUPPLIES & MATERIALS	3,783.03	8,430.00	805.41	3,141.30	5,288.70	37.26
MAINTENANCE & REPAIRS	19,001.95	33,000.00	502.37	12,661.79	20,338.21	38.37
OCCUPANCY	2,909.67	7,550.00	507.83	2,848.49	4,701.51	37.73
CONTRACTUAL SERVICES	20,174.34	57,650.00	609.63	25,283.12	32,366.88	43.86
OTHER CHARGES	4,778.93	( 221,527.00)	( 41,036.82)	( 91,570.46)	( 129,956.54)	41.34
TOTAL 00-NON-PROGRAM	176,012.76	234,351.00	( 11,567.83)	85,066.04	149,284.96	36.30
METER SERVICE						
PERSONNEL SERVICES	137,957.94	261,587.00	20,242.98	101,457.31	160,129.69	38.79
SUPPLIES & MATERIALS	13,663.23	31,190.00	2,578.94	9,105.12	22,084.88	29.19
MAINTENANCE & REPAIRS	3,662.02	25,500.00	47.50	4,513.29	20,986.71	17.70
OCCUPANCY	4,137.58	9,620.00	1,705.84	4,389.63	5,230.37	45.63
CONTRACTUAL SERVICES	14,702.46	446,050.00	71,539.05	178,181.73	267,868.27	39.95
OTHER CHARGES	972.47	( 321,443.00)	( 70,545.92)	( 134,223.92)	( 187,219.08)	41.76
TOTAL METER SERVICE	175,095.70	452,504.00	25,568.39	163,423.16	289,080.84	36.12
TOTAL FINANCE	351,108.46	686,855.00	14,000.56	248,489.20	438,365.80	36.18
<b>HUMAN RESOURCE</b>						
00-NON-PROGRAM						
PERSONNEL SERVICES	38,702.36	126,021.00	8,200.06	40,291.85	85,729.15	31.97
SUPPLIES & MATERIALS	139.83	6,875.00	37.19	378.03	6,496.97	5.50
OCCUPANCY	1,386.21	3,445.00	228.15	1,355.14	2,089.86	39.34
CONTRACTUAL SERVICES	15.00	325.00	0.00	4.00	321.00	1.23
OTHER CHARGES	7,440.41	( 11,783.00)	92,630.26	( 3,300.38)	( 8,482.62)	28.01
TOTAL 00-NON-PROGRAM	47,683.81	124,883.00	101,095.66	38,728.64	86,154.36	31.01
TOTAL HUMAN RESOURCE	47,683.81	124,883.00	101,095.66	38,728.64	86,154.36	31.01

## FINANCIAL STATEMENT

AS OF: FEBRUARY 29TH, 2016

## 101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>INFORMATION TECHNOLOGY</b>						
00-NON-PROGRAM						
PERSONNEL SERVICES	42,029.15	173,365.00	13,674.62	66,944.01	106,420.99	38.61
SUPPLIES & MATERIALS	4,404.72	19,050.00	3,092.91	10,066.38	8,983.62	52.84
MAINTENANCE & REPAIRS	45,379.16	129,100.00	8,285.16	42,547.97	86,552.03	32.96
OCCUPANCY	3,270.61	11,128.00	2,160.32	5,119.89	6,008.11	46.01
CONTRACTUAL SERVICES	2,935.00	11,471.00	0.00	1,000.00	10,471.00	8.72
OTHER CHARGES	4,432.97	( 107,380.00)	( 24,928.63)	( 46,338.35)	( 61,041.65)	43.15
CAPITAL OUTLAY	0.00	25,000.00	24,245.00	24,245.00	755.00	96.98
TOTAL 00-NON-PROGRAM	102,451.61	261,734.00	26,529.38	103,584.90	158,149.10	39.58
TOTAL INFORMATION TECHNOLOGY	102,451.61	261,734.00	26,529.38	103,584.90	158,149.10	39.58
<b>POLICE</b>						
ADMINISTRATION						
PERSONNEL SERVICES	168,002.14	468,325.00	36,840.73	183,362.82	284,962.18	39.15
SUPPLIES & MATERIALS	10,492.75	28,145.00	2,257.87	12,296.74	15,848.26	43.69
MAINTENANCE & REPAIRS	1,848.74	34,910.00	1,002.35	13,631.21	21,278.79	39.05
OCCUPANCY	27,019.32	56,380.00	3,068.40	16,615.40	39,764.60	29.47
CONTRACTUAL SERVICES	49,100.11	197,345.00	46.50	1,153.93	196,191.07	0.58
OTHER CHARGES	8,414.14	32,155.00	1,379.30	12,446.79	19,708.21	38.71
CAPITAL OUTLAY	34,405.00	375.00	0.00	0.00	375.00	0.00
TOTAL ADMINISTRATION	299,282.20	817,635.00	44,595.15	239,506.89	578,128.11	29.29
CODE ENFORCEMENT						
PERSONNEL SERVICES	20,720.75	56,996.00	4,243.69	21,507.44	35,488.56	37.73
SUPPLIES & MATERIALS	433.48	5,200.00	121.21	515.37	4,684.63	9.91
MAINTENANCE & REPAIRS	92.07	1,950.00	0.00	38.99	1,911.01	2.00
CONTRACTUAL SERVICES	4,485.00	12,875.00	0.00	130.00	12,745.00	1.01
OTHER CHARGES	3,193.72	21,945.00	0.00	2.07	21,942.93	0.01
TOTAL CODE ENFORCEMENT	28,925.02	98,966.00	4,364.90	22,193.87	76,772.13	22.43
EMERGENCY MANAGEMENT						
SUPPLIES & MATERIALS	0.00	2,160.00	15.00	29.49	2,130.51	1.37
MAINTENANCE & REPAIRS	106.94	1,640.00	1,631.97	1,631.97	8.03	99.51
OTHER CHARGES	0.00	2,000.00	294.11	896.89	1,103.11	44.84
TOTAL EMERGENCY MANAGEMENT	106.94	5,800.00	1,941.08	2,558.35	3,241.65	44.11
POLICE-CID						
PERSONNEL SERVICES	49,594.13	247,540.00	18,616.51	92,328.14	155,211.86	37.30
SUPPLIES & MATERIALS	965.12	4,400.00	250.89	778.24	3,621.76	17.69
MAINTENANCE & REPAIRS	117.04	3,360.00	0.00	49.49	3,310.51	1.47
CONTRACTUAL SERVICES	327.38	3,600.00	0.00	0.00	3,600.00	0.00
OTHER CHARGES	845.00	4,500.00	369.45	1,362.70	3,137.30	30.28
TOTAL POLICE-CID	51,848.67	263,400.00	19,236.85	94,518.57	168,881.43	35.88



C I T Y O F B A S T R O P  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2016

## 101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>POLICE-PATROL</b>						
PERSONNEL SERVICES	468,859.96	1,386,860.00	99,166.08	525,315.79	861,544.21	37.88
SUPPLIES & MATERIALS	48,481.57	183,025.00	4,117.63	56,148.06	126,876.94	30.68
MAINTENANCE & REPAIRS	7,380.68	21,241.00	855.66	6,231.73	15,009.27	29.34
CONTRACTUAL SERVICES	4,583.69	12,870.00	0.00	1,459.45	11,410.55	11.34
OTHER CHARGES	3,777.86	12,800.00	25.00	1,073.15	11,726.85	8.38
CAPITAL OUTLAY	91,516.89	94,500.00	168,537.38	168,537.38	( 74,037.38)	178.35
TOTAL POLICE-PATROL	624,600.65	1,711,296.00	272,701.75	758,765.56	952,530.44	44.34
<b>POLICE-CRIME PREVENTION</b>						
PERSONNEL SERVICES	32,835.94	0.00	0.00	140.09	( 140.09)	0.00
SUPPLIES & MATERIALS	431.66	2,650.00	0.00	445.01	2,204.99	16.79
MAINTENANCE & REPAIRS	130.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	532.00	900.00	0.00	0.00	900.00	0.00
OTHER CHARGES	65.00	1,150.00	47.00	342.00	808.00	29.74
TOTAL POLICE-CRIME PREVENTION	33,994.60	4,700.00	47.00	927.10	3,772.90	19.73
TOTAL POLICE	1,038,758.08	2,901,797.00	342,886.73	1,118,470.34	1,783,326.66	38.54
<b>FIRE-VOLUNTEER</b>						
<b>00-NON-PROGRAM</b>						
PERSONNEL SERVICES	3,163.42	92,291.00	8,478.85	15,433.47	76,857.53	16.72
SUPPLIES & MATERIALS	5,162.20	48,060.00	2,697.39	8,030.91	40,029.09	16.71
MAINTENANCE & REPAIRS	16,122.90	176,750.00	13,450.34	24,460.23	152,289.77	13.84
OCCUPANCY	13,882.10	46,650.00	3,031.18	11,074.75	35,575.25	23.74
CONTRACTUAL SERVICES	26,245.05	25,500.00	0.00	21,971.12	3,528.88	86.16
OTHER CHARGES	7,618.54	22,325.00	1,498.15	6,908.83	15,416.17	30.95
CAPITAL OUTLAY	0.00	71,300.00	0.00	0.00	71,300.00	0.00
TOTAL 00-NON-PROGRAM	72,194.21	482,876.00	29,155.91	87,879.31	394,996.69	18.20
TOTAL FIRE-VOLUNTEER	72,194.21	482,876.00	29,155.91	87,879.31	394,996.69	18.20
<b>MUNICIPAL COURT</b>						
<b>00-NON-PROGRAM</b>						
PERSONNEL SERVICES	115,439.29	227,530.00	17,314.24	86,898.06	140,631.94	38.19
SUPPLIES & MATERIALS	5,333.43	11,250.00	120.36	3,399.80	7,850.20	30.22
MAINTENANCE & REPAIRS	8,020.90	9,300.00	0.00	7,656.52	1,643.48	82.33
OCCUPANCY	4,166.65	10,310.00	698.99	3,714.87	6,595.13	36.03
CONTRACTUAL SERVICES	11,541.90	35,750.00	2,785.19	9,031.76	26,718.24	25.26
OTHER CHARGES	4,476.16	7,300.00	245.00	2,544.18	4,755.82	34.85
TOTAL 00-NON-PROGRAM	148,978.33	301,440.00	21,163.78	113,245.19	188,194.81	37.57
TOTAL MUNICIPAL COURT	148,978.33	301,440.00	21,163.78	113,245.19	188,194.81	37.57

CITY OF BASTROP  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>PLANNING &amp; DEVELOPMENT</b>						
00-NON-PROGRAM						
PERSONNEL SERVICES	181,503.75	497,825.00	37,991.05	189,363.53	308,461.47	38.04
SUPPLIES & MATERIALS	4,574.16	14,550.00	838.61	2,745.03	11,804.97	18.87
MAINTENANCE & REPAIRS	19.95	2,000.00	( 12.50)	1,744.65	255.35	87.23
OCCUPANCY	4,248.47	12,700.00	761.19	4,280.41	8,419.59	33.70
CONTRACTUAL SERVICES	81,137.88	192,500.00	33,762.32	126,661.14	65,838.86	65.80
OTHER CHARGES	30,396.92	49,291.00	17,232.12	29,787.92	19,503.08	60.43
TOTAL 00-NON-PROGRAM	301,881.13	768,866.00	90,572.79	354,582.68	414,283.32	46.12
TOTAL PLANNING & DEVELOPMENT	301,881.13	768,866.00	90,572.79	354,582.68	414,283.32	46.12
<b>PUBLIC WORKS</b>						
ADMINISTRATION						
PERSONNEL SERVICES	250,003.62	695,310.00	41,585.57	236,200.17	459,109.83	33.97
SUPPLIES & MATERIALS	28,204.21	85,400.00	4,389.69	24,926.07	60,473.93	29.19
MAINTENANCE & REPAIRS	15,914.43	66,500.00	7,281.13	69,994.68	( 3,494.68)	105.26
OCCUPANCY	4,636.83	14,010.00	1,248.32	5,410.09	8,599.91	38.62
CONTRACTUAL SERVICES	10,025.17	50,725.00	2,648.51	19,645.04	31,079.96	38.73
OTHER CHARGES	30,029.43	14,400.00	163.92	3,759.88	10,640.12	26.11
CAPITAL OUTLAY	0.00	979,000.00	9,892.13	16,244.01	962,755.99	1.66
TOTAL ADMINISTRATION	338,813.69	1,905,345.00	67,209.27	376,179.94	1,529,165.06	19.74
RECREATION						
CONTRACTUAL SERVICES	549.00	42,500.00	0.00	0.00	42,500.00	0.00
TOTAL RECREATION	549.00	42,500.00	0.00	0.00	42,500.00	0.00
PARKS						
PERSONNEL SERVICES	172,078.33	581,460.00	36,969.47	187,123.40	394,336.60	32.18
SUPPLIES & MATERIALS	10,990.01	40,700.00	3,636.78	10,963.47	29,736.53	26.94
MAINTENANCE & REPAIRS	23,554.29	80,450.00	3,655.25	29,013.12	51,436.88	36.06
OCCUPANCY	20,374.31	50,740.00	4,542.70	24,543.87	26,196.13	48.37
CONTRACTUAL SERVICES	2,862.19	20,380.00	2,029.87	7,658.08	12,721.92	37.58
OTHER CHARGES	3,496.08	10,250.00	450.00	3,057.97	7,192.03	29.83
CAPITAL OUTLAY	( 104.00)	391,000.00	0.00	0.00	391,000.00	0.00
TOTAL PARKS	233,251.21	1,174,980.00	51,284.07	262,359.91	912,620.09	22.33
BUILDING MAINTENANCE						
PERSONNEL SERVICES	53,922.26	176,265.00	9,945.41	53,007.05	123,257.95	30.07
SUPPLIES & MATERIALS	4,813.90	9,900.00	1,637.98	5,427.30	4,472.70	54.82
MAINTENANCE & REPAIRS	183.76	2,800.00	112.27	531.23	2,268.77	18.97
OCCUPANCY	157.77	600.00	31.87	161.54	438.46	26.92
CONTRACTUAL SERVICES	384.36	1,600.00	202.81	653.64	946.36	40.85
OTHER CHARGES	175.70	( 32,254.00)	14,402.63	( 13,564.12)	( 18,689.88)	42.05
CAPITAL OUTLAY	0.00	30,000.00	0.00	0.00	30,000.00	0.00
TOTAL BUILDING MAINTENANCE	59,637.75	188,911.00	26,332.97	46,216.64	142,694.36	24.46

CITY OF BASTROP  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL PUBLIC WORKS	632,251.65	3,311,736.00	144,826.31	684,756.49	2,626,979.51	20.68
LIBRARY						
00-NON-PROGRAM						
PERSONNEL SERVICES	190,318.81	533,514.00	40,938.46	202,663.29	330,850.71	37.99
SUPPLIES & MATERIALS	34,628.42	58,229.00	6,418.19	27,278.77	30,950.23	46.85
MAINTENANCE & REPAIRS	10,250.17	15,475.00	1,939.76	5,880.40	9,594.60	38.00
OCCUPANCY	16,827.71	42,224.00	3,457.17	14,682.96	27,541.04	34.77
CONTRACTUAL SERVICES	11,004.40	23,765.00	1,200.00	9,756.20	14,008.80	41.05
OTHER CHARGES	5,107.69	11,896.00	572.36	5,566.54	6,329.46	46.79
TOTAL 00-NON-PROGRAM	268,137.20	685,103.00	54,525.94	265,828.16	419,274.84	38.80
TOTAL LIBRARY	268,137.20	685,103.00	54,525.94	265,828.16	419,274.84	38.80
BEDC ADMINISTRATION						
00-NON-PROGRAM						
OCCUPANCY	0.00	0.00	145.57	145.57	( 145.57)	0.00
OTHER CHARGES	0.00	0.00	10.98	10.98	( 10.98)	0.00
TOTAL 00-NON-PROGRAM	0.00	0.00	156.55	156.55	( 156.55)	0.00
TOTAL BEDC ADMINISTRATION	0.00	0.00	156.55	156.55	( 156.55)	0.00
*** TOTAL EXPENSES ***	3,955,829.18	11,551,242.56	882,617.72	3,585,154.30	7,966,088.26	31.04
REVENUES OVER/(UNDER) EXPENDITURES	1,081,590.15	( 2,401,566.56)	84,741.49	2,008,871.76	( 4,410,438.32)	83.65-

\*\*\* END OF REPORT \*\*\*



CITY OF BASTROP  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2016

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>CHARGES FOR SERVICES</b>						
TOTAL						
<b>WATER REVENUES</b>						
00-00-4101 WATER SALES-RESIDENTIAL	509,392.65	1,362,500.00	107,894.89	530,609.46	831,890.54	38.94
00-00-4102 WATER SALES-COMMERCIAL	439,377.30	1,100,900.00	103,818.62	505,051.01	595,848.99	45.88
00-00-4150 PENALTIES	13,134.92	32,700.00	4,072.14	15,307.35	17,392.65	46.81
00-00-4152 WATER TAPPING FEES	300.00	5,000.00	1,600.00	3,200.00	1,800.00	64.00
00-00-4154 WATER SERVICE FEES	8,150.00	22,000.00	1,885.00	6,960.00	15,040.00	31.64
00-00-4156 OTHER	0.00	0.00	0.00	400.00	( 400.00)	0.00
TOTAL WATER REVENUES	970,354.87	2,523,100.00	219,270.65	1,061,527.82	1,461,572.18	42.07
<b>WASTEWATER REVENUES</b>						
00-00-4201 WASTEWATER SALES-RESIDENTIAL	370,038.21	904,700.00	79,030.69	372,680.52	532,019.48	41.19
00-00-4202 WASTEWATER SALES-COMMERCIAL	289,785.05	686,700.00	66,368.22	308,098.89	378,601.11	44.87
00-00-4250 PENALTIES	9,115.50	23,980.00	2,627.89	9,654.08	14,325.92	40.26
00-00-4252 SEWER TAPPING FEES	300.00	2,000.00	300.00	600.00	1,400.00	30.00
00-00-4256 OTHER	0.00	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL WASTEWATER REVENUES	669,238.76	1,622,380.00	148,326.80	691,033.49	931,346.51	42.59
<b>OTHER REVENUE</b>						
TOTAL						
<b>INTEREST INCOME</b>						
00-00-4400 INTEREST RECEIPTS	1,351.72	3,000.00	1,541.57	4,801.58	( 1,801.58)	160.05
TOTAL INTEREST INCOME	1,351.72	3,000.00	1,541.57	4,801.58	( 1,801.58)	160.05
<b>INTERGOVERNMENTAL</b>						
TOTAL						
<b>MISCELLANEOUS</b>						
00-00-4519 BACKFLOW TESTING COST	1,500.00	3,000.00	0.00	0.00	3,000.00	0.00
00-00-4547 BY THE WAY CAMPGROUND	9,755.34	22,000.00	0.00	0.00	22,000.00	0.00
00-00-4548 LCRA/WCID	32,241.10	85,000.00	10,345.86	50,883.65	34,116.35	59.86
TOTAL MISCELLANEOUS	43,496.44	110,000.00	10,345.86	50,883.65	59,116.35	46.26
<b>TRANSFERS-IN</b>						
00-00-4732 TRANS IN - IMPACT FUND #303	0.00	0.00	0.00	246,683.39	( 246,683.39)	0.00
00-00-4737 TRANS IN - FUND #725	0.00	0.00	0.00	37,026.59	( 37,026.59)	0.00
TOTAL TRANSFERS-IN	0.00	0.00	0.00	283,709.98	( 283,709.98)	0.00

CITY OF BASTROP  
FINANCIAL STATEMENT

AS OF: FEBRUARY 29TH, 2016

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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OTHER SOURCES						
00-00-4810 INSURANCE PROCEEDS	0.00	0.00	0.00	441.85	( 441.85)	0.00
TOTAL OTHER SOURCES	0.00	0.00	0.00	441.85	( 441.85)	0.00
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** TOTAL REVENUE **	1,684,441.79	4,258,480.00	379,484.88	2,092,398.37	2,166,081.63	49.13
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CITY OF BASTROP  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2016

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
WATER/WASTEWATER DEPT.						
ADMINISTRATION						
PERSONNEL SERVICES	258,400.13	890,111.00	58,662.54	314,771.94	575,339.06	35.36
SUPPLIES & MATERIALS	10,762.99	47,210.00	3,251.72	12,097.69	35,112.31	25.63
MAINTENANCE & REPAIRS	4,043.03	19,430.00	2,280.10	6,451.63	12,978.37	33.20
OCCUPANCY	8,539.57	23,470.00	1,567.03	8,284.62	15,185.38	35.30
CONTRACTUAL SERVICES	275,117.24	709,560.00	117,795.13	332,969.52	376,590.48	46.93
OTHER CHARGES	31,638.73	46,000.00	3,591.22	8,706.52	37,293.48	18.93
CONTINGENCY	0.00	10,000.00	0.00	0.00	10,000.00	0.00
DEBT SERVICE	522,164.98	1,460,311.00	121,692.46	608,462.30	851,848.70	41.67
TRANSFERS OUT	71,666.70	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	1,182,333.37	3,206,092.00	308,840.20	1,291,744.22	1,914,347.78	40.29
W/WW DISTRIBUT/COLLECT						
SUPPLIES & MATERIALS	1,029.75	11,000.00	7,769.59	10,690.30	309.70	97.18
MAINTENANCE & REPAIRS	6,544.05	79,200.00	9,396.09	32,426.83	46,773.17	40.94
CONTRACTUAL SERVICES	1,181.60	9,840.00	71.25	474.55	9,365.45	4.82
OTHER CHARGES	148.50	1,500.00	0.00	497.50	1,002.50	33.17
TOTAL W/WW DISTRIBUT/COLLECT	8,903.90	101,540.00	17,236.93	44,089.18	57,450.82	43.42
WATER PRODUCTION/TREAT						
SUPPLIES & MATERIALS	14,692.11	31,000.00	1,525.27	10,610.72	20,389.28	34.23
MAINTENANCE & REPAIRS	14,734.84	204,712.00	112,341.58	140,966.84	63,745.16	68.86
OCCUPANCY	57,553.66	116,000.00	10,962.86	44,671.74	71,328.26	38.51
CONTRACTUAL SERVICES	46,098.54	130,350.00	10,065.00	48,940.32	81,409.68	37.55
TOTAL WATER PRODUCTION/TREAT	133,079.15	482,062.00	134,894.71	245,189.62	236,872.38	50.86
WW TREATMENT PLANT						
SUPPLIES & MATERIALS	9,282.15	29,800.00	1,009.09	7,794.34	22,005.66	26.16
MAINTENANCE & REPAIRS	42,060.84	245,100.00	17,541.25	38,042.03	207,057.97	15.52
OCCUPANCY	63,204.93	150,000.00	12,908.82	71,118.69	78,881.31	47.41
CONTRACTUAL SERVICES	34,699.00	77,000.00	3,448.00	26,420.11	50,579.89	34.31
CAPITAL OUTLAY	0.00	93,692.00	0.00	93,400.00	292.00	99.69
TOTAL WW TREATMENT PLANT	149,246.92	595,592.00	34,907.16	236,775.17	358,816.83	39.75
TOTAL WATER/WASTEWATER DEPT.	1,473,563.34	4,385,286.00	495,879.00	1,817,798.19	2,567,487.81	41.45
*** TOTAL EXPENSES ***	1,473,563.34	4,385,286.00	495,879.00	1,817,798.19	2,567,487.81	41.45



CITY OF BASTROP  
FINANCIAL STATEMENT  
AS OF: FEBRUARY 29TH, 2016

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUES OVER/(UNDER) EXPENDITURES	210,878.45	( 126,806.00)	( 116,394.12)	274,600.18	( 401,406.18)	216.55-

\*\*\* END OF REPORT \*\*\*

FINANCIAL STATEMENT

AS OF: FEBRUARY 29TH, 2016

501-HOTEL/MOTEL TAX FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>TAXES &amp; PENALTIES</b>						
00-00-4007 MOTEL/HOTEL TAX RECEIPTS	969,349.45	2,800,000.00	159,403.42	995,634.66	1,804,365.34	35.56
TOTAL TAXES & PENALTIES	969,349.45	2,800,000.00	159,403.42	995,634.66	1,804,365.34	35.56
<b>INTEREST INCOME</b>						
00-00-4400 INTEREST EARNED	711.93	1,500.00	569.45	1,879.95	( 379.95)	125.33
TOTAL INTEREST INCOME	711.93	1,500.00	569.45	1,879.95	( 379.95)	125.33
<b>MISCELLANEOUS</b>						
00-00-4514 MISCELLANEOUS INCOME	152.81	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	152.81	0.00	0.00	0.00	0.00	0.00
<b>** TOTAL REVENUE **</b>	<b>970,214.19</b>	<b>2,801,500.00</b>	<b>159,972.87</b>	<b>997,514.61</b>	<b>1,803,985.39</b>	<b>35.61</b>

FINANCIAL STATEMENT

AS OF: FEBRUARY 29TH, 2016

501-HOTEL/MOTEL TAX FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
HOTEL/MOTEL TAX FUND						
00-NON-PROGRAM						
CONTRACTUAL SERVICES	564,216.11	1,109,893.00	45,976.91	474,454.66	635,438.34	42.75
OTHER CHARGES	10,613.00	45,000.00	4,453.24	4,453.24	40,546.76	9.90
TRANSFERS OUT	494,404.15	1,455,813.00	206,567.75	660,838.75	794,974.25	45.39
TOTAL 00-NON-PROGRAM	1,069,233.26	2,610,706.00	256,997.90	1,139,746.65	1,470,959.35	43.66
TOTAL HOTEL/MOTEL TAX FUND	1,069,233.26	2,610,706.00	256,997.90	1,139,746.65	1,470,959.35	43.66
*** TOTAL EXPENSES ***	1,069,233.26	2,610,706.00	256,997.90	1,139,746.65	1,470,959.35	43.66
REVENUES OVER/(UNDER) EXPENDITURES	( 99,019.07)	190,794.00	( 97,025.03)	( 142,232.04)	333,026.04	74.55-

\*\*\* END OF REPORT \*\*\*



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: **PUBLIC HEARING: Consideration, discussion and possible action on the Replat of Lot #1, Woehl Subdivision Amended Plat being +/-0.429 acres. The replat will create three single family residential lots within the city limits of Bastrop, Texas.**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

3. Nature of Request: (Brief Overview) Attachments: Yes  X X  No

4. Policy Implication:  N/A

5. Budgeted:   Yes   No  N/A   
Bid Amount:   Budgeted Amount:    
Under Budget:   Over Budget:    
Amount Remaining:

6. Alternate Option/Costs:

7. Routing:	<u> NAME/TITLE </u>	<u> INITIAL </u>	<u> DATE </u>	<u> CONCURRENCE </u>
a)	<u> </u>	<u> </u>	<u> </u>	<u> </u>
b)	<u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation:

**Staff recommends approval of the requested Replat of Lot #1, Woehl Subdivision Amended Plat being +/-0.429 acres. The replat will create three single family residential lots within the city limits of Bastrop, Texas.**

9. Advisory Board Recommendation:   Recommended Approval   Denial   None

10. Manager's Recommendation:   Approved   Disapproved   None

11. Motion Requested: **Recommend approval of the replat.**

# City of Bastrop Agenda Information Sheet:



**City Council Meeting Date:**

**April 12, 2016**

---

**Project Description:**

**Public Hearing:** Consideration, discussion and possible action on the Resubdivision of Lot 1, Woehl Subdivision Amended Plat being +/-0.429 acres. The replat will create three single family residential lots within the city limits of Bastrop, Texas.

---

**Item Summary:**

**Owner:** David McKenzie, Austin Area Builders, Inc.  
**Applicant:** James E. Garon & Associates, Inc.  
**Location:** East of Hill Street and south of Walnut Street  
**Utilities:** City of Bastrop water, wastewater and electric

**Background:**

The Woehl Subdivision Amended Plat creating Lot 1 being +/-0.429 acres and Lot 2 being 0.324 acres was recorded December 27, 2012.

The Replat of Lot 1 will create a total of three single family residential lots. Lot 1 being +/-0.180 acres has street frontage on Hill Street and Walnut Street and contains an existing single family home. Lot 1B being +/-0.124 acres and Lot 1C being +/-0.125 acres have street frontage on Walnut Street. The area will be developed under the Form Based Code (FBC) for the Greater Downtown.

**Basis of Support:**

Staff supports the request to subdivide the property into three lots. The replat was reviewed by City Staff and it appears to meet the City of Bastrop subdivision requirements.

**Special Considerations:** None.

**Comments:** Twenty-two (22) surrounding property owner notifications were mailed March 22, 2016. At this time one (1) response in favor and two (2) responses opposed to the replat have been received.

**Staff Recommendation:**

Staff recommends approval of the Resubdivision of Lot 1, Woehl Subdivision Amended Plat being +/-0.429 acres. The replat will create three single family residential lots within the city limits of Bastrop, Texas.

**City Contact:**

Melissa M. McCollum, AICP, LEED AP, Director  
Planning and Development Department  
Wesley Brandon, PE, City Engineer

**Attachments:**

Plat, location map and property owner responses

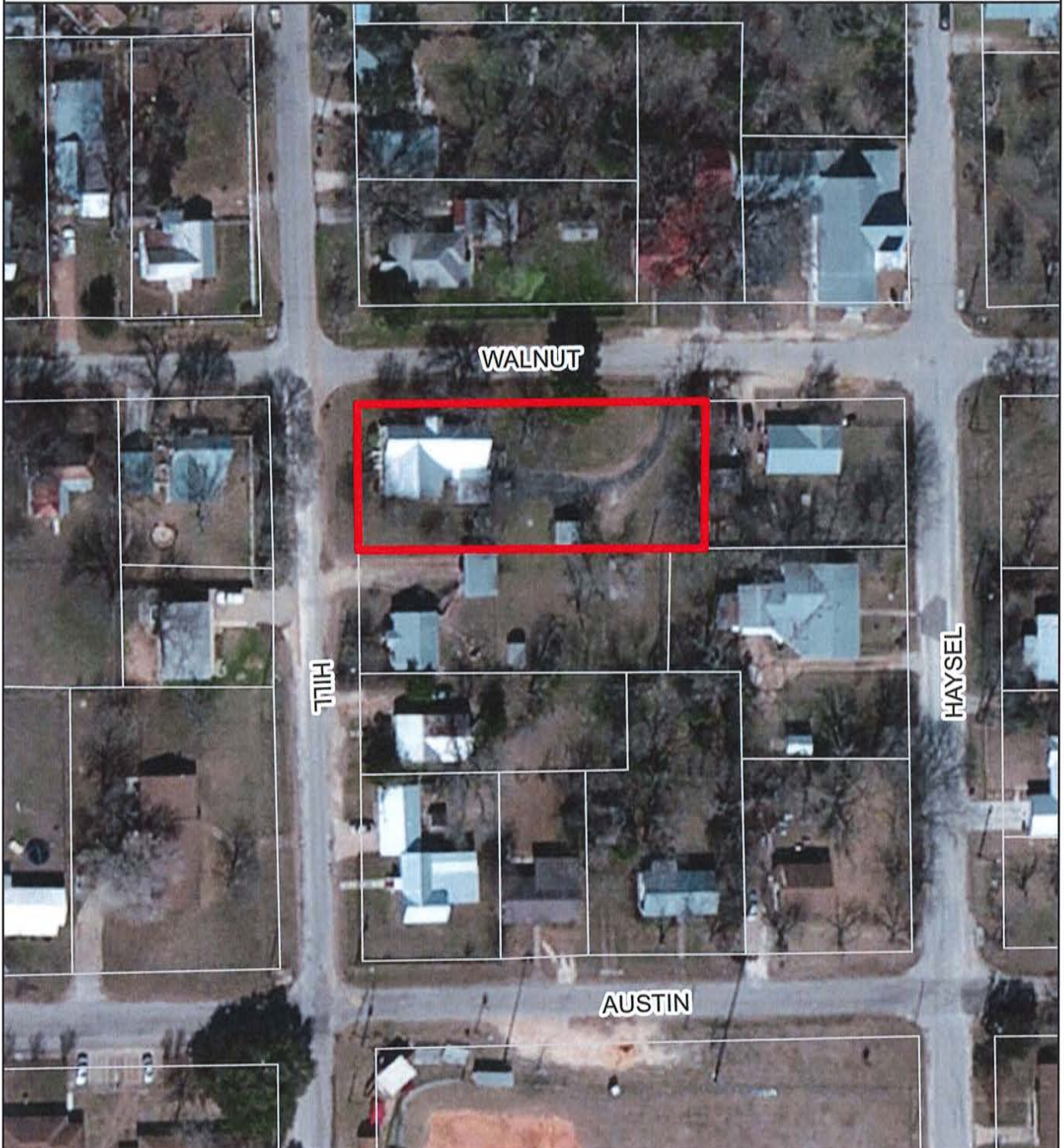
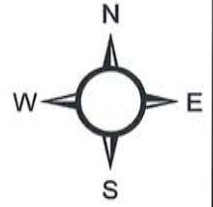
**Additional documents/information available upon request:**

- Large copies of the Preliminary Plat (24x36 or 11x17)





# Woehl Replat Property Location Map



### Legend

 Woehl Replat





As a property owner within 200': (please check  one) Your input is important!

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

Property Owner Name: Charles Pavobek  
 Property Address: 1106 Walnut Phone (optional): 512-332-1197  
 Mailing Address: 329 Hoffman Rd Email (optional): Charles.pavobek@yale.com

Property Owner's Signature: Charles Pavobek  
 Comments: (Optional)

I have 2 properties within 200 ft 1106 Walnut & 1107 Pine that next to it. Lots will be too small

Please provide reply to: Planning and Development Department  
 City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 322-8829

Re: Woehl Replat - Lot 1 - notices mailed 3/22/2016

**RECEIVED**  
 MAR 30 2016  
 By J

X

PROPERTY OWNER

As a property owner within 200': (please check  one) Your input is important!

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

Property Owner Name: Austin Area Builders  
 Property Address: 709 Hills St. Phone (optional): 512 589 1112  
 Mailing Address: 202 Old Potato Rd Email (optional): \_\_\_\_\_  
Pange TX 78659

Property Owner's Signature: Dal McKenzie  
 Comments: (Optional)

Please provide reply to: Planning and Development Department  
 City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 322-8829

Re: Woehl Replat - Lot 1 - notices mailed 3/22/2016

**RECEIVED**  
 MAR 30 2016  
 By J



**NOTICE OF PUBLIC HEARING  
CITY COUNCIL**

Dear Property Owner:

The Bastrop City Council will hold a public hearing Tuesday, April 12, 2016 at 6:30 p.m. in the City Council Chambers located at 1311 Chestnut Street, Bastrop Texas to consider the Resubdivision of Lot 1, Woehl Subdivision Amended Plat creating three (3) single family residential lots within the city limits of Bastrop, Texas.

Applicants: David McKenzie, Austin Area Builders, Inc.

Project Address: 709 Hill Street

Legal Description: Lot 1, Woehl Subdivision Amended Plat being +/-0.429 acres

**AN 11 X 17 OF THE PLAT IS INCLUDED WITH THIS NOTICE**

As a property owner within 200' of the above referenced property, you are being notified of the public hearing and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 any time prior to the public hearing or you may call (512) 332-8840.

X  
X

-----  
PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check  one) Your input is important!

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

Property Owner Name: STEPHANIE CASEY  
Property Address: 701 HILL  
Mailing Address: P.O. Box 504

Phone (optional): 512-304-5672  
Email (optional): \_\_\_\_\_

Property Owner's Signature: Stephanie Casey  
Comments: (Optional) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide reply to: Planning and Development Department  
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 322-8829

Re: Woehl Replat - Lot 1 - notices mailed 3/22/2016

**RECEIVED**  
APR 04 2016  
By MM



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 6 2016

MEETING DATE: April 12, 2016

1. Agenda Item: **PUBLIC HEARING: Consideration, discussion and possible action on a Variance to the Subdivision Ordinance, Section 5.50.1 B Corner lots shall be not less than 25% greater than interior lots and Section 5.50.1 C Corner lots shall have a minimum width not less than 20% greater than the minimum required by zoning classification but in no case shall corner lots have a width of less than 75 feet. The proposed Magnolia Gardens is +/-0.467 acres within Farm Lot 8, East of Main Street, also known as 704 Magnolia Street, northwest of the intersection of Magnolia and Water Street with the city limits.**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

3. Nature of Request: (Brief Overview) Attachments: Yes  X X  No \_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE  
a) \_\_\_\_\_  
b) \_\_\_\_\_

8. Staff Recommendation: **Staff recommends approval of the requested variance to Subdivision Ordinance Section 5.50.1 B which requires corner lots shall be not less than 25% greater than interior lots and Section 5.50.1 C requires corner lots shall have a minimum width not less than 20% greater than the minimum required by zoning classification but in no case shall corner lots have a width of less than 75 feet.**

**This item is to consider the variance only. Once the variance is either approved or denied, Council will consider the Final Plat for approval at a future meeting.**

9. Advisory Board Recommendation: \_\_\_\_\_ Recommended Approval \_\_\_\_\_ Denial \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Recommend approval of the variances to the Subdivision Ordinance only.**

# City of Bastrop



## Agenda Information Sheet:

**City Council Meeting Date:**

**April 12, 2016**

---

### **Project Description:**

Public hearing, discussion, consideration and possible action on a Variances to the Subdivision Ordinance, Section 5.50.1 B Corner lots shall be not less than 25% greater than interior lots and Section 5.50.1 C Corner lots shall have a minimum width not less than 20% greater than the minimum required by zoning classification but in no case shall corner lots have a width of less than 75 feet. The proposed Magnolia Gardens is +/-0.467 acres within Farm Lot 8, East of Main Street, also known as 704 Magnolia Street, being the northwest of the intersection of Magnolia and Water Street within the city limits.

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### **Item Summary:**

**Owner:** Raymond Chow, Airport 4309, LLC  
**Applicant:** John Gibson, James Garon & Associates, Inc.  
**Location:** 704 Magnolia Street, located in the City Limits  
**Utilities:** City water, sewer, and electric

### **Background:**

The property is commonly known as 704 Magnolia Street, within the City of Bastrop and is zoned SF-7, Single Family Residential. The owner/developer is proposing to create three single family residential lots. The current existing single family home will be removed/demolished.

On March 9, 2016, Board of Adjustment (BOA) approved a variance to the lot size (square footage) and lot depth for two (2) of the proposed lots. Minimum lot size required is 7000 sq. ft. and two of the proposed lots are about 6,500 sq. ft., also lot depth requirements are 110' feet and the same two proposed lots are about 106' (feet). The BOA approved the variances requested.

Utilities are available to the site and any extensions that might be required as part of the building permit application will be at the owner/applicants expense. The owner/applicant will be required to follow all other building code requirements.

### **Issues/Variances:**

The applicant is requesting variances to the Subdivision Ordinance, Section 5.50.1 B Corner lots shall be not less than 25% greater than interior lots and Section 5.50.1 C Corner lots shall have a minimum width not less than 20% greater than the minimum required by zoning classification but in no case shall corner lots have a width of less than 75 feet.

This property, although received variances for the depth and lots size requirements from BOA, also needs a variance from the Subdivision Ordinance for the corner lot to be less than 75 feet, or 25% wider than the interior lots.

If approved City Council will consider the final plat at a future City Council meeting.

**Comments:**

Twenty-one adjacent property owner notifications were mailed March 18, 2016. As of this date one (1) comment has been received, in support of the variance request.

**Staff Recommendation:**

Staff recommends approval of the requested variances to Subdivision Ordinance Section 5.50.1 B Corner lots shall be not less than 25% greater than interior lots and Section 5.50.1 C Corner lots shall have a minimum width not less than 20% greater than the minimum required by zoning classification but in no case shall corner lots have a width of less than 75 feet.

**City Contact:**

Melissa M. McCollum, AICP, LEED AP, Director Planning and Development Department  
Wesley Brandon, PE, City Engineer

**Attachments:**

Letter from surveyor, survey, location map, and property owner response

**Additional documents/information available upon request:**

- Large copies of the Preliminary Plat (24x36 or 11x17)



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

185 McAllister Rd.  
P.O. Box 1917  
Bastrop, Texas 78602  
512-303-4185  
Fax 512-321-2107  
jgibson@austin.rr.com

January 19, 2016

The Honorable Kenneth W. Kesselus, Mayor of Bastrop  
and Members of the Bastrop City Council  
Bastrop City Hall  
1311 Chestnut Street  
Bastrop, Texas 78602

RE: Magnolia Gardens; Variance request

Dear Mayor Kesselus and Members of the City Council:

On behalf of our client, Airport 4309, LLC, we are requesting variances to the Subdivision Ordinance for the proposed final plat. The subject lot lies immediately northwest of the intersection of Magnolia Street and Water Street and is proposed to be subdivided as shown in the attached site plan. Variances are requested from Subdivision Ordinance Sections 5.50.1.B and 5.50.1.C.

Subdivision Ordinance Section 5.50.1.B requires corner lots to have an area not less than 25% greater than interior lots. Subdivision Ordinance Section 5.50.1.C requires corner lots to have a minimum width not less than 20% greater than the minimum required by zoning or 75 feet, whichever is greater. The minimum width of 75 feet would control in this case.

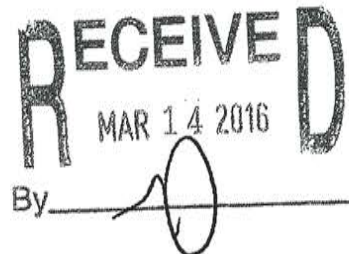
The proposed lots will provide the owner the opportunity to create three new single family residences to be constructed on this important city intersection. The corner lot on the southeast corner of the same intersection has a smaller area and lot width than what is being proposed for the subject property. Redevelopment of this site will make a positive impact on the district with the addition of new residences.

If you need any additional information please do not hesitate to contact me.

Sincerely,

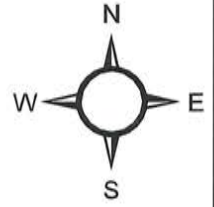


John B. Gibson





# 704 Magnolia Property Location Map





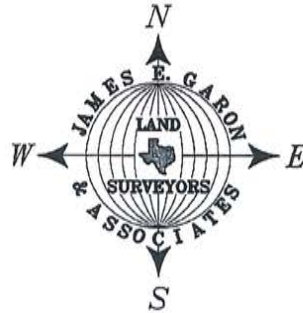
**LEGAL DESCRIPTION:**

0.467 ACRE OF LAND LYING IN AND BEING A PORTION FARM LOT 8, EAST OF MAIN STREET, CITY OF BASTROP, MAP OR PLAT OF RECORD IN CABINET 1, PAGE 23A PLAT RECORDS, BASTROP COUNTY, TEXAS AND BEING ALL OF THE FOLLOWING:

TRACT 1: 0.364 ACRE, PT. OF FARM LOT 8, EAST OF MAIN STREET, BASTROP COUNTY, TEXAS, RECORDED IN 112/538, D.R.B.C.T. (REMAINDER)

TRACT 2: 0.084 ACRE, PT. OF FARM LOT 8, EAST OF MAIN STREET, BASTROP COUNTY, TEXAS RECORDED IN 200/737, D.R.B.C.T. (PT. OF 112/538)

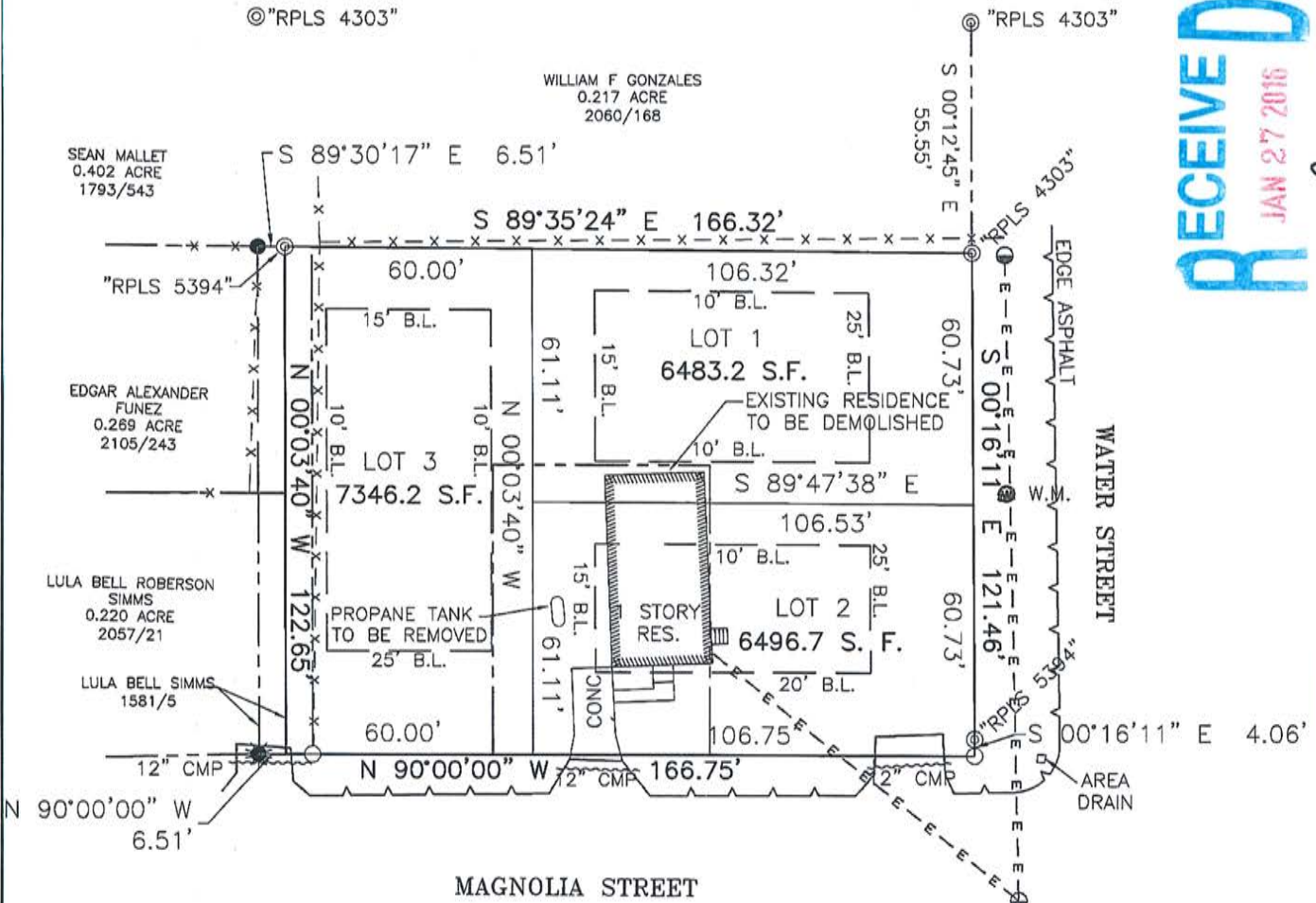
TRACT 3: 0.018 ACRE, PT. OF 13' ALLEY VACATED BY THE CITY OF BASTROP BY ORDINANCE RECORDED IN 1518/520 O.P.R.B.C.T.



SCALE: 1" = 40'

**LEGEND**

- ⊕ CALCULATED POINT
- 1/2" REBAR FOUND
- 1/2" REBAR SET W/CAP
- ⊙ STAMPED J.E. GARON RPLS 4303
- ⊗ IRON ROD W/CAP FOUND
- ⊕ 1/2" PIPE FOUND (UNLESS NOTED)
- ⊙ COTTON SPINDLE FOUND
- ▲ 60d NAIL FOUND
- △ 60d NAIL SET
- ⊙ TREE (SIZE & TYPE NOTED)
- ⊕ FENCE POST FOUND
- WOOD FENCE
- WIRE FENCE
- CHAIN LINK FENCE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- POWER POLE
- OVERHEAD ELECTRIC LINE
- DOWN GUY
- (BRG.-DIST.) RECORD CALL
- (R.C.) RESTRICTIVE COVENANTS



**RECEIVED**  
 JAN 27 2016  
 BY

**SITE PLAN & PROPOSED SUBDIVISION OF 0.467 ACRE OF LAND LYING IN AND BEING A PORTION FARM LOT 8, EAST OF MAIN STREET, CITY OF BASTROP**

04-12-2016





**NOTICE OF PUBLIC HEARING AND REGULAR MEETING  
CITY COUNCIL**

Dear Property Owner:

The City of Bastrop City Council will conduct a public hearing on Tuesday, April 12, 2016 at 6:30 p.m. in the City Council Chambers, 1311 Chestnut Street, Bastrop, Texas on the following request for variances to the City of Bastrop Subdivision Ordinance, Chapter 10 for the Final Plat of Magnolia Gardens Subdivision, creating three residential lots on Water and Magnolia Street within the city limits of Bastrop, Texas:

- Section 5.50.1.B – Corner lots shall be not less than 25% greater than interior lots; and
- Section 5.50.1.C - Corner lots shall have a minimum width not less than 20% greater than the minimum required by zoning classification but in no case shall corner lots have a width of less than 75 feet.

The Applicant is:        Raymond Chow, Airport 4309, LLC

Legal Description:      Approximately 0.467 acres being a portion of Farm Lot 8, East of Main

**If City Council approves the variance request – the Final Plat of Magnolia Gardens Subdivision will be placed on the City Council Agenda for action Tuesday, April 26, 2016 at 6:30 p.m. in the City Council Chambers, 1311 Chestnut Street, Bastrop, Texas.**

**An 11 x 17 copy of the plat and letter from the surveyor is included with this notice**

As a property owner within 200' of the above referenced property, you are being notified of the public hearing April 12<sup>th</sup> and the regular meeting April 26<sup>th</sup> and invited to attend to express your opinion at the meeting or in writing by completing the form below. Written comments, either in support or opposition to this request, must be submitted to the Planning and Development Department prior to the meeting at 1311 Chestnut Street, P.O. Box 427, Bastrop, Texas 78602 or call the Planning Department at (512) 332-8840.

-----  
X  
X  
PROPERTY OWNER'S RESPONSE  
X  
X

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

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

Property Owner Name: Jimmy Matthews  
Property Address: 2009 Water St.  
Mailing Address: PO Box 1202

Property Owner's Signature: Jimmy Matthews  
Comments: (Optional)

Please reply to:        Planning and Development Department  
                                  City of Bastrop  
                                  P.O. Box 427  
                                  Bastrop, Texas 78602

**RECEIVED**  
MAR 22 2016  
By MM

Re: Variance to Subdivision Ordinance and possible Final Plat – Magnolia Gardens Subdivision – notices mailed 3/18/2016

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: **APPOINTMENT BY MAYOR, SUBJECT TO CONFIRMATION BY CITY COUNCIL OF JOEL EDWARD BAUMAN TO ALTERNATE 1 ON THE CONSTRUCTION STANDARDS BOARD OF ADJUSTMENTS.**

2. Party Making Request: **Mayor Kesselus**

3. Nature of Request: (Brief Overview) Attachments: Yes  No   
**This is to appoint a member to the Construction Standards Board of Adjustments.**

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Approval of the appointment of Joel Edward Bauman to the Construction Standards Board of Adjustments.**

BOARD	APPLICANT	OR DER	DATE OF APPLICATION	CONFLICT FORM ATTACHED
<b>AUTOMATED RED LIGHT ADVISORY COMMITTEE</b>				
<b>BASTROP ART IN PUBLIC PLACES</b>	Banks, Carolyn		22-Jan-16	
	Ngozi, Georgina	1	1-Feb-16	
	Thomson, Donna		17-Apr-15	
	Thorne-Francis, Debra Renae	5	20-Apr-15	
<b>BASTROP ECONOMIC DEVELOPMENT CORPORATION</b>	Breiland, Merle J.		26-Feb-15	
	Crawford, Pat A.		6-Apr-15	
	Gordon, Joshua Lee	2	16-Nov-15	
	Henson, Daren S		20-Apr-15	
	Howard, Clint C		15-Apr-15	
	Landwehr, John Christopher		15-Apr-15	
	Sartain, Elizabeth Ann		13-Apr-15	
<b>BASTROP HOUSING AUTHORITY</b>	Thorne-Francis, Debra Renae	1	20-Apr-15	
<b>BASTROP LIBRARY BOARD</b>	Gfeller, Kathleen		25-Jan-16	
	Martinez, Roman		24-Feb-16	
	Thorne-Francis, Debra Renae	4	20-Apr-15	
	West, Dixie Gibbons		26-Jun-14	
<b>BASTROP PARKS BOARD</b>	Hewett, Allison Brooke	2	17-Aug-15	
	Thorne-Francis, Debra Renae		20-Apr-15	
	Tripp, Dianne D.		20-Apr-15	
<b>CONSTRUCTION STANDARDS BOARD OF ADJUSTMENTS</b>	Bauman, Joel Edward		29-Feb-16	



	Holan, Ron Lee	26-Jun-14	Colorado.	Mr. Holan withdrew on 1/27/16 per email. He has relocated to
	Moore, David A.	22-Apr-15	1/26/16)	Mr. Moore withdrew (per email from Mayor on
<b>ETHICS COMMISSION</b>				
	Enis, Jr., Troy Alonzo	29-Jul-15		
	Thomson, Donna	17-Apr-15		
	Yarbrough, Jeffrey, D.	16-Apr-15		
<b>FAIRVIEW CEMETERY ADVISORY BOARD</b>				
	Thomson, Donna	17-Apr-15		
<b>HISTORIC LANDMARK COMMISSION</b>				
	Banks, Carolyn	22-Jan-16		
	Connell, Patrick Ernest	2-Dec-15		
	Crawford, Pat A.	6-Apr-15		
	Enis, Jr., Troy Alonzo	29-Jul-15		Mr. Holan withdrew on 1/27/16 per email. He has relocated to
	Holan, Ron Lee	26-Jun-14	Colorado.	

	Lang, Kathryn		31-Mar-16	
<b>HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION BOARD</b>				
	Smith, Carolyn Sue		17-Jun-14	
<b>MAIN STREET ADVISORY BOARD</b>				
	Beck, Anne		31-Mar-16	
	Connell, Patrick Ernest		2-Dec-15	
	Thorne-Francis, Debra Renaee		20-Apr-15	
<b>PLANNING AND ZONING COMMISSION</b>				
	Gordon, Joshua Lee	3	16-Nov-15	
	Connell, Patrick Ernest		2-Dec-15	Mr. Holan withdrew on 1/27/16 per email. He has relocated to Colorado.
	Holan, Ron Lee		26-Jun-15	
	Smith, Carolyn Sue		17-Jun-14	
<b>Vision Task Force</b>				
	Serna, Paul (Pablo)		31-Mar-16	
<b>ZONING BOARD OF ADJUSTMENT/MUNICIPAL SIGN REVIEW BOARD</b>				
	Holan, Ron Lee		26-Jun-14	



RECEIVED FEB 26 2016

**CITY OF BASTROP**

City Secretary's Office  
 1311 Chestnut Street  
 Bastrop, Texas 78602  
 (512) 332-8800  
<http://www.cityofbastrop.org>

**Application for  
 City Board/Commission/Committee  
 Please Print or Type Clearly.**

New Appointment:

Request for Re-Appointment:

SECTION A: APPLICANT INFORMATION					
Last Name	Bauman	First	Joel	Middle	Edward
Street Address	210 Pack Horse Dr.		Mailing Address	210 Pack Horse Dr.	
Apt/Unit #	City	Bastrop	State	Tx	ZIP Code 78602
Phone	(330) 608-5710		E-mail Address	sprt32jb@gmail.com	
Date Available	2/24/16	I have lived in Bastrop	4 years.	Place of Employment	David Weekley homes
Have you filed an application here before?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If so, when?		
Have you ever been convicted of a crime?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If so, when?		
Do you reside within the City Limits of Bastrop?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Currently Employed	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
<p><i>Note: Various boards, commissions and committees of the City either allow for or require appointments of persons who reside in the County, the City's Extra Territorial Jurisdiction, and/or the Bastrop Independent School District. For more information on this please refer to the Articles of Incorporation or By Laws of the entities of interest. The City Secretary is able to assist in obtaining copies of the By-Laws, upon request.</i></p>					

SECTION B: REFERENCES	
<i>Please list three professional references.</i>	
Full Name	David Long
Relationship	Manager
Company	David Weekley homes
Phone	(512) 304-8407
Full Name	Ted Bowers
Relationship	Business Acquaintance
Company	City of Bastrop
Phone	(512) 988-0541
Full Name	Rodney Brae
Relationship	Business Acquaintance
Company	KSH Painting
Phone	(512) 748-5325

SECTION C: ADDITIONAL INFORMATION
<p><i>Do you currently serve on any other boards, commissions, or committees? Please list any below:</i></p> <p>No</p>
<p><i>What qualifies you to serve on the board(s) you are applying for?</i></p> <p>From 2002 i successfully ran a cabinet/trim/siding company and was a superintendent for Ryan Homes till 2009. I have been involved in projects ranging from residential to commercial in Ohio, Arizona, Nebraska, Washington and Texas, including a complete overhaul of Microsofts oldest building. Was a superintendent for DRHorton homes for 2.5 yrs and now the lead builder for David Weekley in Bastrop.</p>
<p><i>Why do you want to serve on the board(s) you are applying for?</i></p> <p>I would like to be more involved with the City of Bastrop and with my construction back round i feel i could be helpful.</p>



**SECTION D: BOARDS/COMMISSIONS/COMMITTEES**

Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

<input type="checkbox"/> Bastrop Parks Board	<input type="checkbox"/> Bastrop Economic Development Corporation	<input type="checkbox"/> Bastrop Housing Authority
<input type="checkbox"/> Planning and Zoning Commission	<input type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> Construction Standards Board of Adjustments
<input type="checkbox"/> Main Street Advisory Board	<input type="checkbox"/> Fairview Cemetery Advisory Board	<input type="checkbox"/> Art in Public Places Board
<input type="checkbox"/> Hunters Crossing Local Government Corporation Board	<input type="checkbox"/> Bastrop Library Board ( <input type="checkbox"/> City Resident / <input type="checkbox"/> BISD Area Resident)	
<input type="checkbox"/> Automated Red Light Advisory Committee	<input type="checkbox"/> Other:	
<input type="checkbox"/> Historic Landmark Commission	<p>*Please indicate which position(s) you are qualified to serve under.</p> <input type="checkbox"/> Architect, Planner, Designer <input type="checkbox"/> Licensed Real Estate Professional <input type="checkbox"/> Own Commercial Historic Structure/Property <input type="checkbox"/> Own Residential Historic Structure/Property <input type="checkbox"/> General Resident of City of Bastrop <input type="checkbox"/> Planning and Zoning Member <input type="checkbox"/> Bastrop County Historic Society Member	

**DISCLAIMER AND SIGNATURE**

- It is understood and agreed upon that any misrepresentation by me on this application will be sufficient cause for cancellation of this application and/or separation from the board/commission/committee.
- I give the City of Bastrop the right to investigate all references and to secure additional information about me, if related. I hereby release from liability the City of Bastrop and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information.
- This application is kept on active file at the City Secretary's Office for 1 year. At the conclusion of this time, if I have not heard from the City Secretary and still wish to be considered for a board/commission/committee, it will be necessary to fill out a new application.
- I understand that just as I am free to resign at any time, the City of Bastrop reserves the right to terminate my status as member at any time, with or without cause and without prior notice. I understand that no representative of the City of Bastrop has the authority to make any assurances to the contrary.
- I understand it is the City of Bastrop's policy not to refuse to hire a qualified individual with a disability because of this person's need for an accommodation that would be required by the ADA.
- I agree to participate and complete any required training the city deems necessary, such as Open Meetings Act training, as a condition of my board service, and I agree to submit a copy of completion documentation on file with the City Secretary.
- If selected, I agree to adhere to the City of Bastrop's Ethics Ordinance and to represent the City's business ethically at all times.

Signature  Date 2/26/16

**WRITTEN NOTICE**

A hardcopy of this application with the original signature must be printed and mailed to be officially accepted for a board/commission/committee. Please return by mail or in person to:

City of Bastrop, TX  
 City Secretary's Office  
 1311 Chestnut Street  
 Bastrop, Texas 78602

**OFFICE USE ONLY**

Date Application Received:	<b>RECEIVED FEB 26 2016</b>	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE  
BASTROP'S CODE OF ETHICS

2/29/16

**CONSTRUCTION STANDARDS BOARD**

CSB members are tasked with assisting the City in hearing appeals of decisions and interpretations of the building official and to consider variances of the technical codes of the City by builders, owners and tradesmen.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

I work, or one of my relatives\* works, in the construction industry.

Who: JOEL BAUMAN Relationship: SELF

What trade: GENERAL CONSTRUCTION SUPERVISOR

Explain further: I HAVE OVERSEEN ALL ASPECT OF RESIDENTIAL/  
COMMERCIAL CONSTRUCTION FOR ALMOST 14 YRS IN  
MULTIPLE STATES.

I have, or one of my relatives\* has, an interest in a company that is involved in construction in Bastrop (including, for example, demolition, site preparation, infrastructure installation, construction of residences or other buildings, paving, lighting, sale of construction materials, rental/sale of construction equipment).

Who: JOEL BAUMAN Relationship: SELF

What type of activity is done: CURRENTLY I AM A SUPERVISOR FOR  
DAVID WOOLLEY HOMES.

I own shares or serve, or a relative\* owns shares or serves, on the board of directors of a construction related company.

Who: \_\_\_\_\_ Name of Company: \_\_\_\_\_

Explain further: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

POTENTIAL CONFLICT OF INTEREST DISCLOSURE  
BASTROP'S CODE OF ETHICS

Yes No

I am, or a relative\* is, a promoter, a financial supporter, or on the board of an entity, a business or an organization that has a construction project proposed, planned or underway in the City of Bastrop.

Who: \_\_\_\_\_ Name of Company: \_\_\_\_\_

Explain further: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

  
Signature

JOEL BAUMAN  
Printed Name



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION APPROVING THE CITY OF BASTROP PARKS & RECREATION DEPARTMENT TO ENTER INTO AN AGREEMENT FOR FACILITY USAGE FOR ELEVEN WEEKS TO PROVIDE OPEN PLAY AT MINA WEST GYM FACILITY.**
2. Party Making Request: Trey Job Director of Public works, Parks, & Utilities
3. Nature of Request: (Brief Overview) Attachments: Yes  No
4. Policy Implication: \_\_\_\_\_
5. Budgeted:  Yes  No N/A  
 Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
 Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
 Amount Remaining: \_\_\_\_\_
6. Alternate Option/Costs: \_\_\_\_\_
7. Routing:
 

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	_____			
b)	_____			
c)	_____			
8. Staff Recommendation:  
**I recommend we the city Parks and Rec department enter into an agreement for 11 weeks of summer to provide open play indoor recreation for the Citizens of Bastrop. While this was not a budgeted item the cost can be covered by recreation funds that are remaining from last year's Naturefest event. The purpose of the event was to create a small fund to provide free recreation opportunities for the community.**
9. Advisory Board:  Approved  Disapproved  None
10. Manager's Recommendation:  Approved  Disapproved  None
11. Motion Requested: No motion needed this can be done at a staff level.

# City of Bastrop



## Agenda Information Sheet:

City Council Meeting Date: April 6, 2016

### Agenda Item Description:

**CONSIDERATION, DISCUSSION AND POSSIBLE ACTION APPROVING THE CITY OF BASTROP PARKS & RECREATION DEPARTMENT TO ENTER INTO AN AGREEMENT FOR FACILITY USAGE FOR ELEVEN WEEKS TO PROVIDE OPEN PLAY AT MINA EAST GYM FACILITY.**

---

**Item Summary: In discussions with the City Manager it was determined the importance of indoor open play recreation for the community was an important topic. Added encouragement from local community members and city council a proposal is before you tonight for an 11 week program that will provide open play to the Bastrop community at no cost the public.**

### City Contact:

Trey Job – Director of Public Works & Utilities

### Attachments:

MOU and agenda sheet

## Memorandum of Understanding

This agreement is entered effective June 6, 2016, through August 20, 2016 between the Bastrop Independent School District, Community Services Department, and the City of Bastrop, Parks and Recreation Department.

The Bastrop ISD Community Services Department and the City of Bastrop Parks and Recreation Department will enter into a collaboration to provide open gym programs in the Mina West gym to better meet the recreation needs of the community.

### **Bastrop ISD, Community Services Department agrees to:**

- Provide ongoing communication regarding programming
- Provide space for open gym programming on Tuesday and Thursday evenings and Saturday mornings
- Provide staff to open, close, and secure the gym facilities
- Provide training to City of Bastrop staff regarding building usage
- Handle any maintenance and facility issues that occur
- Provide marketing opportunities

### **The City of Bastrop, Parks and Recreation Department agrees to:**

- Provide open gym programming throughout the 11 week summer season
- Provide staff to monitor and supervise open gym programming
- Provide information regarding gym usage statistics
- Provide marketing materials
- Provide the funding for the BISSD staff regarding opening, closing, and securing the gym facilities.

This agreement can be voided by either party with a 30-day written agreement.

As indicated by our signature, we agree to follow the guidelines of this agreement in accordance with district and city policies. Exhibit A attached hereto is the proposed fees.

\_\_\_\_\_  
Trey Job  
Director, City of Bastrop, Public Works/MWW, and Parks & Recreation

\_\_\_\_\_  
Sarah Brightwell  
Director of Community Services and Grants, Bastrop ISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Exhibit A

<i>Program Duration</i>	<i>Days of Use</i>	<i>Time of Day</i>	<i>Cost of Facility</i>
June 6- Aug 20, 2016	Every Tuesday, Thursday, & Saturday	Tuesday & Thursday 5:30 pm - 9:30 pm  Saturday 8am-noon	\$20.00 per hour to cover expense of BSD staff  11weeks x 12hr a week Proposed total <b>\$2640.00</b>

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: **Discussion, consideration and possible action on the Preliminary Plat for Woodrun Subdivision, Section Two, Phase I, II, III and IV being +/-84.897 acres out of the Stephen F. Austin Survey Abstract No. 3 within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

3. Nature of Request: (Brief Overview) Attachments: Yes  X X  No \_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:  NAME/TITLE INITIAL DATE CONCURRENCE   
a) \_\_\_\_\_  
b) \_\_\_\_\_

8. Staff Recommendation: **Staff recommends approval of the Preliminary Plat for Woodrun Subdivision, Section Two, Phase I, II, III and IV being +/-84.897 acres out of the Stephen F. Austin Survey Abstract No. 3 within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board Recommendation:  XX  Recommended Approval \_\_\_\_\_ Denial \_\_\_\_\_ None

**The Planning and Zoning Commission conducted a meeting March 31, 2016 and unanimously voted five (5) in favor to recommend approval of Preliminary Plat for Woodrun Subdivision, Section Two, Phase I, II, III and IV within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Recommend approval of the preliminary plat.**

# City of Bastrop Agenda Information Sheet:



**City Council Meeting Date:**

**April 12, 2016**

---

**Project Description:**

Discussion, consideration and possible action on the Preliminary Plat for Woodrun Subdivision, Section Two, Phase I, II, III and IV being +/-84.897 acres out of the Stephen F. Austin Survey Abstract No. 3 within Area A the City of Bastrop, Texas, One Mile Extra Territorial Jurisdiction (ETJ).

---

**Item Summary:**

**Owner/Applicant:** Sidney E. Lanier, Woodrun Development Company  
**Location:** East of Smith Road, (CR 418)  
**Utilities:** Aqua Water, Bluebonnet Electric and Individual On-Site Septic  
**Residential Lots:** Sixty-two (62)

**Background:**

City Council granted a variance to the Subdivision Ordinance, Chapter 10, Rural Subdivision Design Requirements Section 6.110.4 Lot Size, to allow the lots to be a minimum of one (1) acre in size within Sections 2 and 3 of Woodrun Subdivision.

*Section 6.110.4 Lot Size*

*Rural Subdivision shall be designed to provide an average lot size of two (2) acres excluding streets and public lots or tracts with a minimum area of one (1) acre per each lot located outside the boundary of flood plain or drainage easements. In no case can more than fifteen (15) percent of the total number of lots in the rural subdivision be less than one and one-half (1.5) acres each.*

*(Ordinance 2000-33 adopted 9/26/00)*

Woodrun Subdivision, Section 1 was platted and developed in accordance with Bastrop County Subdivision requirements. Section 1 was platted in 1998 and consists of 47 single family residential lots with a minimum lot size of 1 acre. Sections 2 and 3 were included in a master development plan prepared at that time. The subdivision plat for Section 1 and the master development plan was in accordance with Bastrop County requirements using the 1 acre minimum lot size.

The subdivision is now located within the 1 mile Extra Territorial Jurisdiction (ETJ). Per the City's Inter-local agreement with Bastrop County the remainder of the tract, Section 2 and 3, must be platted in accordance with the City of Bastrop Subdivision requirements.

The developer is proposing to develop raw land within Woodrun Section 2 in four phases. The ultimate build-out of Section 2 will consist of sixty-two (62) residential lots, along with supporting roadway and utility infrastructure.

**Basis of Support:**

Staff supports the request for approval of the Preliminary Plat. City staff has reviewed the Preliminary Plat and determined that it appears to conform to the applicable City of Bastrop Subdivision regulations.



**Special Considerations:** None.

**Comments:** Twenty-two (22) surrounding property owner notifications were mailed March 7, 2016. At this time we have received two (2) responses in favor.

**Staff Recommendation:**

Staff recommends approval of the Preliminary Plat for Woodrun Subdivision, Section Two, Phase I, II, III and IV being +/-84.897 acres out of the Stephen F. Austin Survey Abstract No. 3 within the City of Bastrop, Texas, One Mile Extra Territorial Jurisdiction (ETJ).

**Planning and Zoning Commission Recommendation:**

The Planning and Zoning Commission conducted a meeting March 31, 2016 and unanimously voted five (5) in favor to recommend approval of the Preliminary Plat for Woodrun Subdivision, Section Two, Phase I, II, III and IV within the City of Bastrop, Texas, One Mile Extra Territorial Jurisdiction (ETJ).

**City Contact:**

Melissa McCollum, Director of Planning and Development  
Wesley Brandon, PE, City Engineer

**Attachments:**

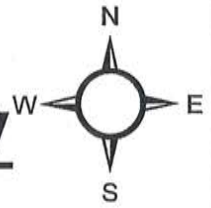
Location map, Preliminary Plat and property owner responses

**Additional documents/information available upon request:**

- Large copies of the Preliminary Plat (24x36 or 11x17)



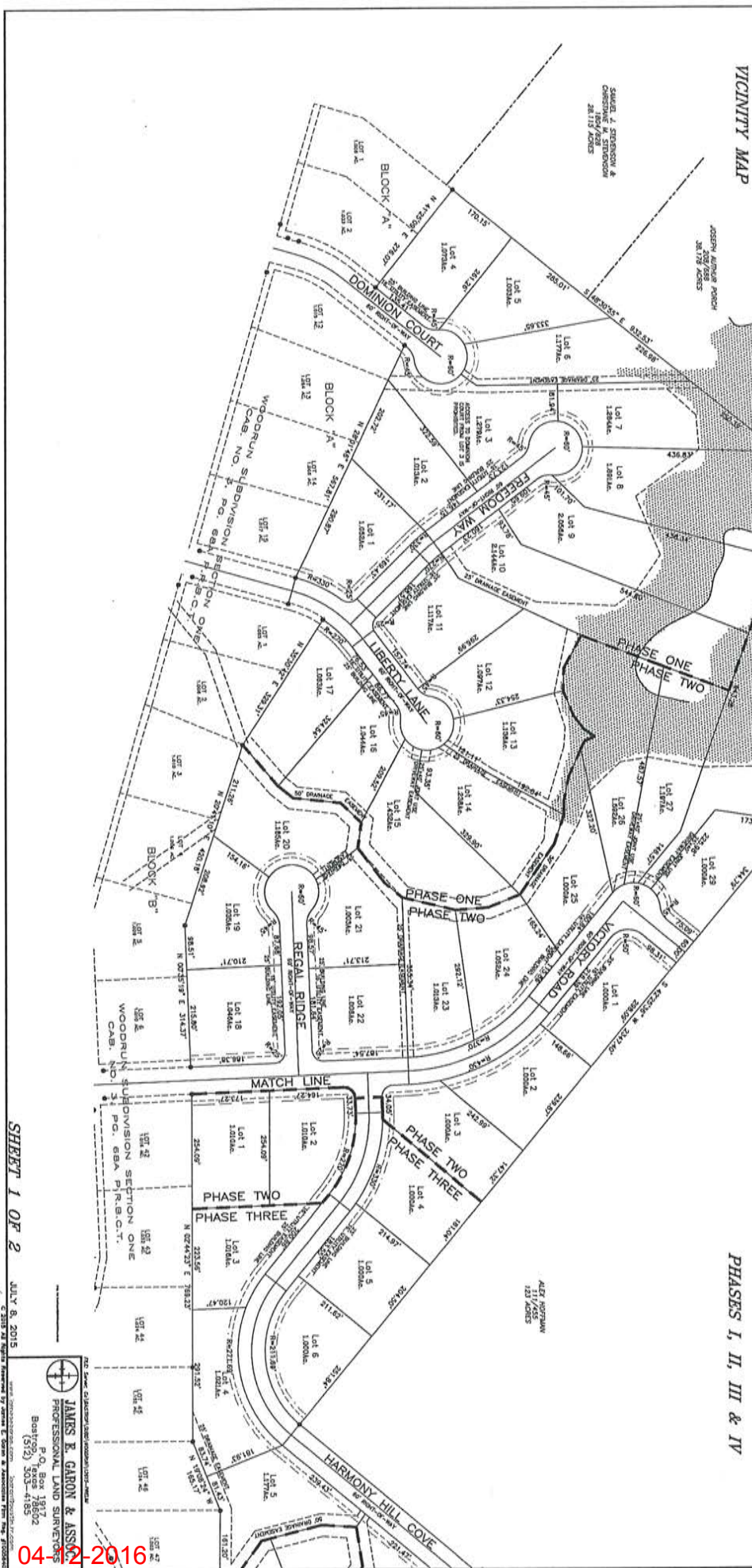
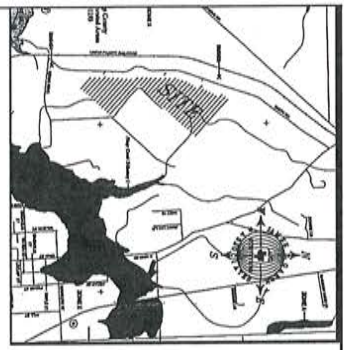
# Woodrun Subdivision Phase Two, Phase I, II, II, and IV Property Location Map



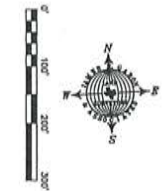
### Legend

 Woodrun Subdivision





**PRELIMINARY PLAT**  
**WOODRUN SUBDIVISION SECTION TWO**  
**PHASES I, II, III & IV**



**LEGEND**

(Symbol)	Lot
(Symbol)	Block
(Symbol)	Phase
(Symbol)	Drainage Easement
(Symbol)	Utility Easement
(Symbol)	Other Easement

SHEET 1 OF 2

JULY 8, 2015

**JAMES E. GARON & ASSOCIATES**  
 PROFESSIONAL LAND SURVEYORS  
 P. O. Box 1977  
 Boston, MA 02118  
 (617) 303-4185

04-2-2016





X

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: JOSEPH A PERCIE  
 Property Address: R 35936 Phone (optional): 512-864-3777  
 Mailing Address: 4105 VENERA TRAIL Email (optional): \_\_\_\_\_  
GEORGETOWN, TX 78628

Property Owner's Signature: Joseph A Percie  
 Comments: (Optional)

THE WOODRUM SUBDIVISION WOULD PROVIDE SIGNIFICANT ECONOMIC BENEFIT TO THE CITY OF BASTROP

Please provide reply to: Planning and Development Department  
 City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8820  
 Planning and Development office phone number (512) 332-8840

Preliminary Plat – Woodrun Subdivision, Section Two – mailed 3/7/2016

**RECEIVED**  
 MAR 21 2016  
 By [Signature]

X

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: TIM BAUGHMAN  
 Property Address: 219 SMITH Phone (optional): \_\_\_\_\_  
 Mailing Address: 201 HUNTERS CROSSING BLVD STE 10-224 Email (optional): \_\_\_\_\_

Property Owner's Signature: Tim Baughman  
 Comments: (Optional) \_\_\_\_\_

Please provide reply to: Planning and Development Department  
 City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829  
 Planning and Development office phone number (512) 332-8840

Preliminary Plat – Woodrun Subdivision, Section Two – mailed 3/7/2016

**RECEIVED**  
 MAR 16 2016  
 By MM



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

- 1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION FOR THE FIRST READING OF AN ORDINANCE OF THE CITY OF BASTROP, TEXAS ADOPTING A WATER CONSERVATION PLAN IN ACCORD WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER DEVELOPMENT BOARD REGULATIONS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.**
- 2. Party Making Request: Trey Job Director of Public works, Parks, & Utilities
- 3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

The purpose of a Water Conservation Plan is to ensure water use efficiency within our operation. The Water Conservation Plan is a strategy or combination of strategies for reducing the consumption of water, reducing the loss or waste of water, improving or maintaining the efficiency in the use of water, or increasing recycling and reuse of water. It contains best management practice measures to try to meet the targets and goals identified within the plan. The effectiveness of your water conservation plan is in the implementation of your water conservation program. Reviewing your program annually will help to evaluate program successes and needs. The water conservation plan, including targets and goals, must be revised every 5 years in accordance with TCEQ & TWDB regulations.

4. Policy Implication: \_\_\_\_\_

5. Budgeted:      Yes      No N/A  
 Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
 Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
 Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**  
 a) \_\_\_\_\_  
 b) \_\_\_\_\_

8. Staff Recommendation:  
**Staff recommends adopting the attached ordinance, and water conservation plan to maintain compliance with State regulations.**

9. Advisory Board:      Approved      Disapproved      None

10. Manager's Recommendation:      Approved      Disapproved      None

11. Motion Requested: I make a motion to adopt the water conservation ordinance as read.

**ORDINANCE NO. 2016-08**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS ADOPTING A WATER CONSERVATION PLAN IN ACCORD WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER DEVELOPMENT BOARD REGULATIONS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.**

---

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

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

**WHEREAS**, Section 288.2 of the Texas Administrative Code sets forth Texas Commission on Environmental Quality guidelines and requirements governing the development of water conservation plans for public water suppliers; and

**WHEREAS**, in accord with Section 288.2 of the Texas Administrative Code the City has devised a strategy or combination of strategies for reducing the volume of water withdrawn from its water supply source, for maintaining and improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water; and

**WHEREAS**, as authorized under law, and in the best interests of the citizens of Bastrop, Texas, the City Council adopts the attached Water Conservation Plan, dated April 26, 2016.

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

**PART 1:**

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

**PART 2:**

That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**PART 3:**

Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

**PART 4:**

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

**READ and ACKNOWLEDGED** on the first reading on the 12<sup>th</sup> day of April, 2016.

**PASSED AND APPROVED** on the second reading on the 26<sup>th</sup> day of April, 2016.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Ken Kesselus

\_\_\_\_\_  
Ann Franklin, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Jo-Christy Brown, City Attorney



Exhibit A  
[2016 Water Conservation Plan]

# CITY OF BASTROP WATER CONSERVATION PLAN

Prepared For:



City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas 78602

Adopted \_\_\_\_\_ 2016  
City Ordinance No. \_\_\_\_\_

Prepared By:



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# **CITY OF BASTROP WATER CONSERVATION PLAN**

## **INTRODUCTION AND OBJECTIVES**

Water supply has always been a key issue in the development of Texas. In recent years, the increasing population and economic development in the Texas Water Development Board Lower Colorado Regional Water Planning Group (Region K) have led to growing demands for water. Additional supplies to meet higher demands are becoming increasingly expensive and difficult to develop. Therefore, it is imperative that we make efficient use of existing supplies and make them last as long as possible. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

The Texas Commission on Environmental Quality (TCEQ) as well as the Texas Water Development Board through 30 Texas Administrative Code, Part 1, Chapter 288.2 and the Texas Water Code Section 16.403, requires all public water purveyors that provide water service to 3,300 or more retail water connections to develop and implement a Water Conservation Plan. Furthermore, the implemented plan shall be reviewed and updated every five years. The following plan serves to update the previous plan which was implemented by Ordinance No. 2010-8 on May 11, 2010. This plan addresses the following requirements as listed in the Texas Administrative Code for water conservation plans for public drinking water suppliers:

- Utility Profile;
- Records management system to record water pumped, water deliveries, water sales and non-revenue water which allow for the desegregation of water sales and uses in the following user classes: (i) residential; (ii) multi-family; (iii) commercial; (iv) industrial; (v) institutional and (vi) wholesale;
- Five-year and ten-year specific and quantified targets and goals for water use and loss;
- A schedule for implementing plan to meet the goals and targets;
- Method for tracking the effectiveness and efficiency of the plan;
- Accurate source water metering;
- Universal metering of both customer and public uses of water, meter testing and repair, and periodic meter replacement;
- Measures to determine and control water loss;
- A program for leak detection, repair and water loss accounting for the water transmission, delivery and distribution system;
- Program for continuing public education and information regarding water conservation;
- Non-promotional water rate structure;
- Means of implementation and enforcement;
- Requirements for wholesale water contracts to contain water conservation plans;
- Coordination with the Regional Water Planning Group;
- Formal adoption of plan by city council;
- Requirements for annual reporting.

## **A. UTILITY PROFILE**

The following is a brief summary of the City of Bastrop's Utility Profile. A detailed summary may be found in Appendix A.

### Water System

The City of Bastrop's Water and Wastewater Department manages a water distribution service area covering over 11 square miles in area and serves a population of approximately 8,230 people via roughly 3,800 connections. Water usage is divided between single family residential (64%), multi-family residential (19%) and commercial (17%). The City provides drinking water from a total of seven (7) groundwater wells capable of producing up to 3.06 million gallons per day (MGD). Customers are served through a network of approximately 70 miles of transmission and distribution lines ranging in size from 2-inch in diameter through 16-inch.

The 5-year historic average water use for the City is 493 million gallons with an average gallons per capita per day (GPCD) of 178. The GPCD has varied and decreased yearly from a high of 212 GPCD in 2011 to a low of 156 GPCD in 2015. Based on a Technical Memorandum prepared by CH2M Hill, "City of Bastrop, Water Demand Projections – Final," dated May 13, 2014, the 10 year (Year 2025) population is anticipated to be 12,743 with a water demand of approximately 833 million gallons.

### Wastewater Collection and Treatment System

Raw wastewater in Bastrop travels through a network of over 54 miles of wastewater collection lines and numerous lift stations to two wastewater treatment plants permitted through TCEQ under permit number WQ0011076001. The two plants are located on one site on the south end of Water Street. The City is also under contractual obligation to treat up to 200,000 gallons per day (GPD) of wastewater flows from Bastrop County Water Control and Improvement District #2 (BCWCID #2). The average daily flow in 2015 from BCWCID #2 was approximately 85,000 GPD. In total for 2015, the wastewater treatment plants treated an average daily flow of approximately 0.85 MGD at design capacity of 1.4 MGD.

In January of 2015, the City of Bastrop received authorization allowing the reuse of Type I and Type II wastewater effluent from their two wastewater treatment plants. By way of this authorization, the City provided just over 300,000 gallons of reuse water for local construction projects instead of utilizing treated drinking water.

## **B. RECORDS MANAGEMENT SYSTEM**

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

The water records include:

- Raw water pumpage;
- Backwash recycle waters;
- Treated water pumped to the distribution system;
- Water pumped into each zone;
- Water sold by user classifications:
  - Single family residential;
  - Commercial;



- Industrial;
- Multi-family residential;
- Institutional;
- Wholesale water;
- Total water sold;
- Water metered but not billed;
- Miscellaneous accounted for water.

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

### C. WATER CONSERVATION PLAN FIVE AND TEN YEAR GOALS

The objective of the city’s Water Conservation Plan is to:

1. Establish water conservation strategies to achieve efficient use of water and reduce the gallons per capita per day (GPCD) consumption of water to meet specified goals; and,
2. Establish a program to reduce unaccounted for water in the system and improve the quality of data in water loss estimates expressed in percentage and GPCD to meet specific and quantified goals.

The City of Bastrop is situated in a high-growth corridor and anticipates experiencing continued economic growth. The total gallon per capita per day (GPCD) water use for the past five (5) years averaged 178 gpcd, which is good considering the Texas Water Development Board projects a 181 gpcd in the year 2020. Additionally, the gallons per capita per day has decreased every year the last five years from a high of 212 gpcd in 2011 to a low of 156 gpcd in year 2015.

<b>5 and 10 Year Goals for Water Savings</b>				
City of Bastrop				
2015 Water Conservation Plan				
	Historic 5-yr Average	Baseline	5-yr Goal Year 2020	10-yr Goal Year 2025
Total GPCD	178	178	169	161
Residential GPCD	95	95	94	93
Water Loss (GPCD)	21	21	18	16
Water Loss (Percentage)	12%	12%	11%	10%

In any system, water loss may occur due to leaks, line breaks, meter inaccuracies, theft, and other issues. Over the last five years the City’s water loss has varied between 6 and 16 percent. The installation of the Advanced Metering Infrastructure in 2015 will provide city staff with more accurate and timely data which should assist in reducing unaccounted for water.

The goals outlined above are designed to be achieved within 5 to 10 years of the date of adoption of this plan. A copy of TWDB Form No. 1964 has been included in Appendix B. The City will periodically evaluate the plan in accordance with state and federal regulations to determine the extent, if any, that the plan needs modification.



#### **D. METHOD OF MONITORING THE EFFECTIVENESS OF THE PLAN**

The effectiveness and efficiency of the water conservation program will be monitored on an ongoing basis by the City of Bastrop staff via data collection from their Advanced Metering Infrastructure. The City of Bastrop will continue to track total gpcd and residential gpcd water usage, on an annual basis as well as water loss in gpcd and percentage on a monthly basis to determine whether reduction targets are being achieved.

#### **E. ACCURATE SOURCE WATER METERING**

Ground water from the city's seven (7) water wells are individually metered at the wellhead. These readings are taken daily by the City of Bastrop staff at the City's water treatment plant. The master meter calibrations are performed at least annually and more frequently if needed, by an outside firm specializing in this type of work with copies of the calibration log sheets maintained by the utility department. The source water meters will be maintained within a plus/minus 2.0% of 100% accuracy.

At least annually, surveillance of the groundwater transmission line routes from each wellhead to the water treatment plant are made to check for leaks that may be present. Repairs are performed in a timely manner.

#### **F. UNIVERSAL METERING**

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

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

- A representative number of 2-inch and smaller residential meters are tested annually to insure continued accuracy;
- Meter meters 3-inch in diameter and larger are tested once per year;
- Residential water meters shall be tested in accordance with AWWA recommendations found in Standard C700 and AWWA M6, *Water Meters – Selection, Installation, Testing, and Maintenance Manual*.

#### **G. TRACKING AND CONTROLLING WATER LOSS**

##### **Water Loss Control Measures**

The goal of the City's water loss control program is to not exceed 15 percent and to ultimately reduce unaccounted-for water to a level of 10% or below. Unaccounted-for water includes unbilled authorized usage and unbilled unauthorized usage. Unbilled authorized usage includes water used for fighting fires, flushing lines, etc. Unbilled unauthorized usage includes water lost to leaks, theft, etc. In some cases, the age of some of the distribution lines may be contributing to both the unbilled authorized and unauthorized usages. Due to their age, these lines are typically scheduled for more frequent flushing; and because of their age, these lines generally have a higher probability of leaking. However, in order to meet the goals set forth, the City has several programs in place, including routine water audits, a program of leak detection and repair, and meter testing and accuracy.

The Water and Wastewater Department generates a monthly water loss report that compares metered production with metered consumption, as well as accounted-for and unaccounted-for losses. This report provides an effective tracking system of water loss. The City will also complete a detailed water system audit following Texas Water Development Board (TWDB) guidelines at least once each year. TWDB rules only require this audit to be

submitted once every five years. The water system audit determines the volume of actual water loss, the identification of water loss sources, the status and condition of primary water meters, an analysis of water line breaks, an evaluation of underground leakage potential, and provides recommendations for meter replacement.

#### **Leak Detection and Repair**

The City administers leak detection and repair programs for its water distribution system. Approximately 175 acoustic magnetic leak detection units are scattered throughout the City's distribution system and monitors the system nightly. The Utility Department then runs a report to evaluate the collected data and identify potential locations for leaks and dispatches repair crews as needed. Additionally, the City has a program that features a work order prioritization system for leaks needing repair and an inventory of equipment and materials needed to promptly repair all detected or reported leaks. The City also has a rehabilitation program to upgrade its aging water distribution system and address high volume leak areas. This program is based on findings in monthly water loss reports and the leak detection programs described above.

### **H. WATER CONSERVATION STRATEGIES**

There are a number of benefits that water conservation can have on the City and its customers: extending the life of existing water supplies and infrastructure; delaying costs for water right purchases and infrastructure improvements such as pipelines, pump stations, water storage and plant expansions; and lowering operating costs by reducing chemical and electricity demands. The City currently has several water conservation strategies in effect and include:

- 1. Public Education Program** - The city public education program makes thousands of contacts, both direct and indirect, every year through presentations, community fairs, plant tours, utility bill inserts, newspaper and radio ads, and the City's website. The City promotes water conservation issues by informing the public in the following ways:
  - Making water conservation information available to new customers;
  - Making residential water audits available (hourly intervals available with AMI) to all customers upon request;
  - Providing water conservation information to all customers upon request, through the City's website and social media outlets;
  - Coordinating educational presentations, lectures, and demonstrations for schools, civic groups, and the general public;
  - Providing exhibits at public events held throughout the year;
  - Publishing water conservation information on a regular basis in the City's utility bill insert or other written form;
  - Participating in community environmental education activities with local organizations to promote water conservation education;
  - Supporting annual events and demonstrations relating to water conservation and environmental issues that affect water supply and quality.
  
- 2. Plumbing Code and Retrofit Program** - The City has adopted the International Plumbing code, which requires the use of water saving, Ultra-Low Flow (ULF) fixtures to be installed in new construction and in the replacement of plumbing in existing structures. The City educates the residents, plumbers, and contractors on the benefits of retrofitting existing facilities with water saving devices through its public education program.



3. **Landscape Water Management** – The City provides information about the methods and benefits of water conserving landscaping practices and devices through public education to homeowners, business owners, landscape architects and designers, and irrigation professionals. The following methods are encouraged:
  - The use of Xeriscape™ and “Water Wise” landscaping techniques, including drought tolerant plants and grasses for landscaping new homes and commercial areas
  - The use of drip irrigation systems when possible or other water conserving irrigation systems that utilize efficient sprinklers and considerations given to prevailing winds.
  - Making sure that ornamental fountains and similar water features are designed to recycle water and use minimal amounts of water
  - Working with area landscape supply businesses and nurseries to encourage them to sell locally adapted, drought tolerant plants and grasses along with efficient irrigation systems, and to promote use of the materials through demonstrations and advertisements
  
4. **Non-promotional Water Rate Structure** – The City of Bastrop has a conservation oriented rate structure. The existing rates have a six tier increasing block structure where customers are billed a higher rate as water usage increases.
  
5. **Reuse Water** – In January of 2015, the City of Bastrop received authorization allowing the reuse of Type I and Type II wastewater effluent from their two wastewater treatment plants. By way of this authorization, the City provided just over 300,000 gallons of reuse water in 2015 for local construction projects instead of utilizing treated drinking water. Reuse water is also utilized in wastewater plant operations and basin wash downs.
  
6. **Advanced Metering Infrastructure (AMI)** – AMI allows for much more accurate accounting data which reduces non-revenue water issues. The following are some of the advantages of the AMI system:
  - Instant meter reading allows for concurrent pumped verse retail water record data which reduces accounting inaccuracies;
  - Allows for identification of potential water leaks on the customer side of each meter;
  - City provides post card mailers to customers with potential leaks;
  - Increased availability of data allows for additional customer support options.
  
7. **Water Pressure Reduction** – As required by location in system, each service connection incorporates pressure reducing valves where system pressures exceed 85 psi.
  
8. **Permanent Water Restrictions** – The city has implemented through its Drought Contingency Plan permanent water conservation regulations that apply year-round regardless of drought stages. Reference the Drought Contingency Plan for detail information.

## **I. NON-PROMOTIONAL WATER RATE STRUCTURE**

The City utilizes an inclining water rate structure to encourage customers to reduce both peak and overall water usage, while fairly allocating cost of service to each customer class. Under an inclining rate structure, the rate per thousand increases as the amount of water used increases. The current rate structure charges a minimum monthly service charge based on meter size plus a fee based on consumption. The following is the current water rate structure as of November 2015 per Ordinance No. 2015-17:



Residential & Commercial		
	Within City Limits	Outside City Limits
Meter Size	Minimum Charge	Minimum Charge
3/4" (or smaller)	\$27.72	\$41.59
1"	\$47.13	\$70.69
1-1/2"	\$79.47	\$119.22
2"	\$118.28	\$177.43
3"	\$221.78	\$332.68
4"	\$255.07	\$507.34
6"	\$661.68	\$992.48
Plus the following consumption charger per 1,000 gallons:		
0 – 3,000 gallons	\$2.85	\$4.13
3,001 – 5,000 gallons	\$3.04	\$4.42
5,001 – 10,000 gallons	\$3.22	\$4.70
10,001 – 20,000 gallons	\$3.42	\$4.98
20,001 – 50,000 gallons	\$3.69	\$5.39
Over 50,000 gallons	\$3.87	\$5.66

This rate structure will be reviewed on a regular basis to ensure that the rates adequately recover cost of service and meet the goals of the plan.

**J. MEANS OF IMPLEMENTATION AND ENFORCEMENT**

The Water Conservation Plan was adopted by the Bastrop City Council and a copy of the ordinance has been included in Appendix D. The City Manager, or designee will be responsible for implementing the plan and educating all city staff personnel. Implementation of the plan by city staff shall begin immediately in 2016 upon adoption.

**K. WHOLESALE WATER CONTRACTS**

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

**L. COORDINATION WITH REGIONAL PLANNING GROUP**

The water service area for the City of Bastrop is located within the Region K planning area and the city will be providing a copy of this plan to Region K Group. A copy of the submission letter can be found in Appendix E.

**M. REPORTING REQUIREMENTS**

30 TAC § 288 requires that each entity that is required to submit a water conservation plan to the Texas Water Development Board or the Texas Commission on Environmental Quality shall submit a Water Conservation Plan

Annual Report to the TWDB on the entity's progress in implementing each of the minimum requirements in their water conservation plan. This report will be submitted in accordance with the requirements.

**N. PLAN UPDATE**

At a minimum, the Water Conservation Plan shall be reviewed and updated every five years to coincide with the regional water planning group revision.

**APPENDIX A**

**CITY OF BASTROP**  
**UTILITY PROFILE**  
**TWDB Form No. 1965-R**



## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

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

### CONTACT INFORMATION

Name of Utility: City Of Bastrop

Public Water Supply Identification Number (PWS ID): 0110001

Certificate of Convenience and Necessity (CCN) Number: 11198

Surface Water Right ID Number: \_\_\_\_\_

Wastewater ID Number: WQ0011076001-002

Completed By: Curtis Hancock Title: Systems Superintendent

Address: P.O. Box 427 City: Bastrop Zip Code: 78602

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

Date: 3/2016

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

Groundwater Conservation District: 50 [Map](#)

Check all that apply:

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

# Section I: Utility Data

## A. Population and Service Area Data

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

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Service
2015	8,323		9,081
2014	7,856		8,416
2013	7,378		7,902
2012	7,321		7,791
2011	7,237		7,771

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

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Service
2020	10,540		11,629
2030	15,336		16,918
2040	22,195		24,494
2050	32,121		35,463
2060	46,485		51,344

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

Water Years 2011-14 taken from Annual Estimates of Residential Population: April 1, 2010 to July 1, 2014; U.S. Census Bureau, Population Division, Release Date: May 2015 for Cities and Towns.

Water Years 2015-2060 taken from CH2M Hill Technical Memorandum, "City of Bastrop, Water Demand Projections - Final", dated May 13, 2014.

The City of Bastrop receives sewer flows from Bastrop County Water Control & Improvement District No. 2 (BCWCID #2). BCWCID #2's population was estimated by dividing their average daily flow (metered lift station) for the year by 100 gallons/capita. Sewer Years 2011 - 2015 were calculated by adding the BCWCID #2's population to the respective water service population. Sewer years 2020-2060 were calculated by applying the growth rate established in CH2M Hill's Technical Memo to the 2015 population of 9,081.

**B. System Input**

Provide system input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Self-supplied Water in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2015	472,445,000	0		472,445,000	156
2014	478,959,000	0		478,959,000	167
2013	469,470,000	0		469,470,000	174
2012	485,138,000	0		485,138,000	182
2011	561,260,000	0		561,260,000	212
<b>Historic 5-year Average</b>	493,454,400	0	0	493,454,400	178

**C. Water Supply System (Attach description of water system)**

- Designed daily capacity of system \_\_\_\_\_ **3,057,600 gallons** per day.
- Storage Capacity:  
 Elevated \_\_\_\_\_ **gallons**  
 Ground \_\_\_\_\_ **gallons**
- List all current water supply sources in gallons.

Water Supply Source	Source Type*	Total Gallons
Well C	Ground	360,000
Well D	Ground	268,800
Well E	Ground	288,000
Well F	Ground	816,000
Well G	Ground	480,000
Wells H and I	Ground	844,800

\*Select one of the following source types: *Surface water, Groundwater, or Contract*

- If surface water is a source type, do you recycle backwash to the head of the plant?  
 Yes \_\_\_\_\_ **estimated gallons** per day  
 No



**D. Projected Demands**

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

Year	Population	Water Demands (gallons)
2016	8,703	622,612,620
2017	9,173	649,540,130
2018	9,643	675,781,440
2019	10,114	701,405,900
2020	10,540	723,254,800
2021	10,966	744,481,740
2022	11,392	773,402,880
2023	11,818	789,383,310
2024	12,244	808,899,860
2025	12,743	832,563,905

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

Projected water demands are based on CH2M Hill Technical Memorandum, "City of Bastrop, Water Demand Projections - Final", dated May 13, 2014. Per the memo, projected water demand per capita use was assumed as 200 gallons per day in 2014 and further assumed conservation practices would reduce the gallons per capita per day by one (1) percent each year thereafter until reaching a goal of 140 gpcd, a voluntary target developed by the TWDB's Water Conservation Task Force in 2004.

**E. High Volume Customers**

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

Retail Customer	Water Use Category*	Annual Water Use	Treated or Raw
Bastrop Co Law Center	Commercial	103,298,000	Treated
Buc-ees	Commercial	63,074,000	Treated
N.N.A. Bastrop	Commercial	50,866,000	Treated
The Arbors	Residential	50,777,000	Treated
Autumn Hills	Commercial	43,248,000	Treated

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

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

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

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

**F. Utility Data Comment Section**

Provide additional comments about utility data below.

## Section II: System Data

### A. Retail Connections

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

Water Use Category*	Active Retail Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Residential – Single Family	2,428		2,428	64%
Residential – Multi-family (units)	718		718	19%
Industrial			0	0%
Commercial	650		650	17%
Institutional			0	0%
Agricultural			0	0%
<b>TOTAL</b>	3,796	0	3,796	

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

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

Water Use Category*	Net Number of New Retail Connections				
	2015	2014	2013	2012	2011
Residential – Single Family	47	73	35	30	41
Residential – Multi-family (units)	0	0	0	0	0
Industrial					
Commercial	-36	50	16	4	14
Institutional					
Agricultural					
<b>TOTAL</b>	11	123	51	34	55

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



**B. Accounting Data**

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

Water Use Category*	Total Gallons of Retail Water				
	2015	2014	2013	2012	2011
Residential - Single Family	209,761,800	145,211,834	200,823,100	194,866,300	250,257,400
Residential – Multi-family	43,790,500	43,788,666	33,996,261	39,037,343	44,134,535
Industrial					
Commercial	184,368,600	209,547,600	170,433,539	174,376,557	186,327,565
Institutional					
Agricultural					
<b>TOTAL</b>	<b>437,920,900</b>	<b>398,548,100</b>	<b>405,252,900</b>	<b>408,280,200</b>	<b>480,719,500</b>

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

**C. Residential Water Use**

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

Water Use Category*	Residential GPCD				
	2015	2014	2013	2012	2011
Residential - Single Family	90	66	98	96	124
Residential – Multi-family	64	66	53	61	68

**D. Annual and Seasonal Water Use**

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

Month	Total Gallons of Treated Retail Water				
	2015	2014	2013	2012	2011
January	30,727,000	33,470,000	30,634,000	31,881,000	31,682,000
February	27,785,000	29,361,000	29,016,000	28,368,000	31,384,000
March	30,402,000	32,613,000	37,646,000	33,542,000	39,262,000
April	32,247,000	36,264,000	35,254,000	38,160,000	49,606,000
May	32,250,000	41,211,000	39,002,000	41,594,000	49,818,000
June	35,497,000	40,811,000	47,014,000	44,806,000	51,113,000
July	47,627,000	43,029,000	48,867,000	44,374,000	55,519,000
August	62,415,000	53,140,000	50,972,000	51,844,000	56,282,000
September	50,748,000	39,930,000	43,641,000	45,267,000	55,425,000
October	47,771,000	39,029,000	36,553,000	38,955,000	47,250,000
November	33,622,000	31,215,000	32,083,000	37,987,000	37,755,000
December	32,544,000	30,696,000	30,868,000	35,241,000	31,863,000
<b>TOTAL</b>	<b>463,635,000</b>	<b>450,769,000</b>	<b>461,550,000</b>	<b>472,019,000</b>	<b>536,959,000</b>

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

Month	Total Gallons of Raw Retail Water				
	2015	2014	2013	2012	2011
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<b>TOTAL</b>	0	0	0	0	0

3. Summary of seasonal and annual water use.

Water Use	Seasonal and Annual Water Use					Average in Gallons
	2015	2014	2013	2012	2011	
Summer Retail (Treated + Raw)	145,539,000	136,980,000	146,853,000	141,024,000	162,914,000	146,662,000 5yr Average
TOTAL Retail (Treated + Raw)	463,635,000	450,769,000	461,550,000	472,019,000	536,959,000	476,986,400 5yr Average

**E. Water Loss**

Provide Water Loss data for the previous five years.

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

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

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2015	27,986,119	9	6%
2014	75,702,620	26	16%
2013	60,889,390	23	13%
2012	63,738,800	24	13%
2011	56,239,500	21	10%
<b>5-year average</b>	56,911,286	21	12%

**F. Peak Water Use**

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

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2015	1,271,000	2,323,000	1.83
2014	1,234,000	2,082,000	1.69
2013	1,263,000	2,041,000	1.62
2012	1,289,000	2,119,000	1.64
2011	1,470,000	2,274,000	1.55

**G. Summary of Historic Water Use**

Water Use Category	Historic 5-year Average	Percent of Connections	Percent of Water Use
Residential SF	200,184,087	64%	0%
Residential MF	40,949,461	19%	0%
Industrial	0	0%	0%
Commercial	185,010,772	17%	0%
Institutional	0	0%	0%
Agricultural	0	0%	0%

**H. System Data Comment Section**

Provide additional comments about system data below.



## Section III: Wastewater System Data

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

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

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

Water Use Category*	Active Wastewater Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	2,185		2,185	80%
Industrial			0	0%
Commercial	559		559	20%
Institutional			0	0%
Agricultural			0	0%
<b>TOTAL</b>	2,744	0	2,744	

2. What percent of water is serviced by the wastewater system? 95%
3. For the previous five years, enter the number of gallons of wastewater that was treated by the utility.

Month	Total Gallons of Treated Wastewater				
	2015	2014	2013	2012	2011
January	26,056,000	22,612,000	23,550,000	24,226,000	24,372,000
February	21,857,000	21,223,000	20,833,000	24,015,000	22,920,000
March	26,743,000	24,298,000	24,537,000	28,021,000	25,674,000
April	27,420,000	23,662,000	23,391,000	25,341,000	26,406,000
May	34,613,000	27,146,000	23,736,000	27,532,000	27,168,000
June	29,418,000	26,962,000	23,792,000	26,899,000	26,682,000
July	29,701,000	25,623,000	24,495,000	27,968,000	26,793,000
August	28,918,000	26,275,000	23,723,000	28,419,000	26,369,000
September	26,346,000	26,446,000	23,169,000	26,091,000	24,666,000
October	29,864,000	26,243,000	23,757,000	25,249,000	25,317,000
November	28,349,000	24,195,000	23,136,000	22,772,000	24,135,000
December	26,958,000	24,227,000	22,239,000	23,058,000	24,878,000
<b>TOTAL</b>	336,243,000	298,912,000	280,358,000	309,591,000	305,380,000

4. Can treated wastewater be substituted for potable water?

Yes       No

**B. Reuse Data**

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

Type of Reuse	Total Annual Volume (in gallons)
On-site irrigation	
Plant wash down	26,280,000
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation pond	
Other      Construction Projects	303,400
<b>TOTAL</b>	<b>26,583,400</b>

**C. Wastewater System Data Comment**

Provide additional comments about wastewater system data below.

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

**TEXAS WATER DEVELOPMENT BOARD  
UTILITY PROFILE  
ATTACHMENT 1**

Water Supply, Treatment & Distribution System

The water system is designated a ground water system under the influence (GUI) of surface. The existing water system is divided into two pressure planes. Zone 1 serves the lower elevations that include the Old Town area on the east side of the river and the area west of the river. It has a design hydraulic gradient of 535 feet, mean sea level (MSL). Zone 2 serves the higher elevations east of the river with a hydraulic gradient of 654 feet MSL and the majority of the west side using a PRV located at Willow Plant.

Wells

Presently, the City has seven (7) water wells --- C, D, E, F, G, H and I. Wells C, D, E, F and G are located in Fisherman's Park area. These wells withdraw water from the alluvial layer and are treated for distribution at the Willow Water Plant which includes a cartridge filter system for Log 2 and 3 removal. Wells H and I are treated for distribution at the Bob Bryant Plant which includes a methane stripper.

<i>Well</i>	<i>Permitted 24 hr/day (gpm)</i>	<i>Equivalent Permitted 16 hr/day (gpm)</i>	<i>Actuals 16 hr/day (gpm)</i>
A	Abandoned	Abandoned	
B	Abandoned	Abandoned	
C	550	825	375
D	750	1,125	280
E	750	1,125	300
F	1,030	1,545	850
G	1,000	1,500	500
H	400	600	415
I	1,000	1,500	465
<b>Totals</b>	<b>5,480</b>	<b>8,220</b>	<b>3,185</b>

Equipment Breakdown

The equipment at the existing facilities is shown below:

*Willow Water Plant*

- Service Pump Capacity:
  - 3-750 Gallons Per Minute (GPM)
  - 3-800 GPM
- Ground Storage Tank (GST) Capacity:
  - GST #1 – 500,000 Gallons
  - GST #2 – 500,000 Gallons

*Loop 150 Tank Yard*

- Transfer Pump Capacity:
  - 2 – 400 GPM
- Ground Storage Tank (GST) Capacity:
  - GST #3 – 225,000 Gallons
- Elevated Storage Tank (EST) Capacity:
  - EST #1 – 250,000 Gallons
  - Standpipe (SP) – 1,000,000 Gallons

*Bob Bryant Plant*

- Service Pump Capacity:
  - 2 – 1,400 GPM
- Transfer Pump Capacity:
  - 2 – 400 GPM
- Ground Storage Tank (GST) Capacity:
  - Bob Bryant Tank (BBT) – 285,000 Gallons



**TEXAS WATER DEVELOPMENT BOARD  
UTILITY PROFILE  
ATTACHMENT 1**

Hydraulic Design Elevation Zones

Below is a breakdown of equipment per zone and a summary of operational characteristics.

	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>
Design Hydraulic Gradient (MSL)	535	654	
<b>Willow Water Plant</b>			
Service Pumps (gpm)	750	800	
	750	800	
	750	800	
Ground Storage Tank No. 1 (gal)	500,000		
Ground Storage Tank No. 2 (gal)		500,000	
<b>Loop 150 Tank Yard</b>			
Transfer Pumps (gpm)		400	
		400	
Ground Storage Tank No. 3 (gal)	225,000		
Elevated Storage No. 1 (gal)		250,000	
Standpipe (gal)	1,000,000		
<b>Bob Bryant Plant</b>			
Transfer Pumps (gpm)			400
			400
Service Pumps (gpm)			1,400
			1,400
Bob Bryant Ground Storage ( gal)			285,000

**Zone 1**

Zone 1 service pumps at Willow Water Plan supply from GST #1 and pump water to GST #3 at the Loop 150 Tank Yard. By virtue of its elevation at the Loop 150 Tank Yard, GST #3 serves as elevated storage for Zone 1. The standpipe (SP) at the Tank Yard is interconnected to GST #3 via an automatic solenoid valve. And thus by gravity, supplements Zone 1 elevated storage with its 1,000,000 gallon capacity. Zone 1, therefore, has 1,725,000 gallons of total storage capacity which includes GST #1 (500,000 gallons), GST #3 (225,000 gallons), and 1,000,000 gallons of the SP. The total elevated storage for Zone 1 is 1,225,000 which includes SP (1,000,000 gal) and GST #3 (225,000 gal). The hydraulic elevation of Zone 1 is 535 feet.

**Zone 2**

Zone 2 service pumps at Willow Water Plan supply from GST #2 and pump water to GST #1 and the SP. Also the two transfer pumps at the Loop 150 Tank Yard are capable of lifting water from GST #3 to the SP or EST #1. The total storage capacity of Zone 2 is 1,750,000 gallons consists of GST #2 (500,000 gal), EST #1 (250,000 gal) and the SP (1,000,000 gal). The elevated storage for Zone 2 at Loop 150 is supplied exclusively by EST #1 (250,000 gallons).

**Zone 3**

Zone 3 service pumps at Bob Bryant Plant supply from the Bob Bryant GST. Well "I" raw water passes through a methane stripper before transfer pumps lift the water into the ground storage tank. The total storage capacity of Zone 3 is 285,000 (Bob Bryant GST).

**Texas Water Development Board**  
**Utility Profile**  
**Attachment 2**

**Existing Wastewater System Information**

The City of Bastrop Wastewater System consists of 4"-18" gravity collection lines, 3"-10" force mains, and multiple lift stations to transport wastewater from individual connections to the wastewater treatment facility located on the east side of the Colorado River on the south end of Water Street. City of Bastrop currently operates Wastewater Treatment Plant ("WWTP") #1 and #2 under permit number WQ0011076001. The permitted treatment capacity for WWTP #1 and #2 is a total of 1.4 Million Gallons per Day ("MGD"). In addition, the City is also under contractual obligation to treat up to 200,000 Gallons per Day ("GPD") of wastewater flows from Bastrop County Water Control and Improvement District #2 ("BCWCID #2"). This contract expires on April 30, 2030.

The steel plant is an activated sludge-extended aeration process capable of treating 1.06 MGD. The plant consists of a bar screen, aeration basin, and clarifier. The concrete plant is a plug-flow process capable of treating 0.34 MGD. This plant consists of a bar screen, aeration basin, and clarifier. Flow from both plants' clarifiers use the same chlorine contact basin where it is aerated, goes over a baffle, down cascading steps and then dechlorinated prior to discharging through a 12" pipe to Segment 1402 of the Colorado River Basin. Both plants also utilize a digester for sludge processing and either drying beds or a dewatering box prior to sludge haul off. The effluent from the plants is required to produce the following parameters: CBOD 10 mg/L, TSS 15 mg/L, NH<sub>3</sub> 2 mg/L, DO > 5 mg/L, E-coli 126 CFU or MPN/100 mL, and pH between 6.5 & 9. Effluent must contain a chlorine residual of at least 1.0 mg/L after a detention time of at least 20 minutes to meet disinfection requirements.

**APPENDIX B**

**Five and Ten-Year Goals Table  
TWDB Form No. 1964**



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

Facility Name: City of Bastrop

Water Conservation Plan Year: 2015

	Historic 5yr Average	Baseline	5-yr Goal for year <u>2020</u>	10-yr Goal for year <u>2025</u>
Total GPCD <sup>1</sup>	178	178	169	161
Residential GPCD <sup>2</sup>	95	95	94	93
Water Loss (GPCD) <sup>3</sup>	21	21	18	16
Water Loss (Percentage) <sup>4</sup>	12 %	12 %	11 %	10 %

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

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

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

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

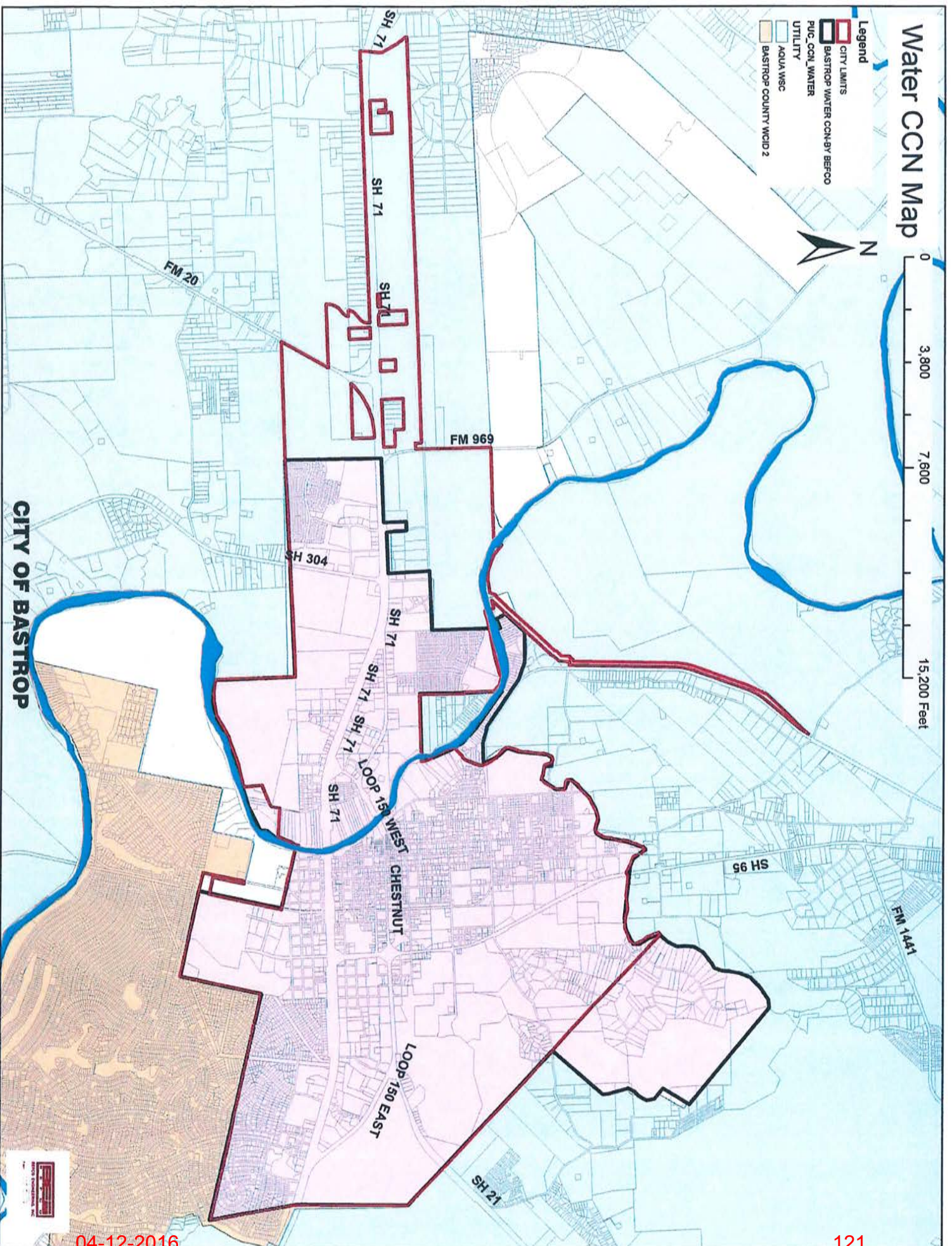
**APPENDIX C**

**City of Bastrop  
Water CCN Map**

# Water CCN Map



- Legend
- CITY LIMITS
  - BASTROP WATER C&BY BEFCO
  - PUC, CCN, WATER
  - UTILITY
  - AQUA WSC
  - BASTROP COUNTY WCID 2



CITY OF BASTROP



**APPENDIX D**  
**City Ordinance**

**ORDINANCE NO. 2010- 8**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS ADOPTING A WATER CONSERVATION PLAN IN ACCORD WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REGULATIONS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.**

---

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

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

WHEREAS, Section 288.2 of the Texas Administrative Code sets forth Texas Commission on Environmental Quality guidelines and requirements governing the development of water conservation plans for public water suppliers; and

WHEREAS, in accord with Section 288.2 of the Texas Administrative Code the City has devised a strategy or combination of strategies for reducing the volume of water withdrawn from its water supply source, for maintaining and improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water; and

WHEREAS, as authorized under law, and in the best interests of the citizens of Bastrop, Texas, the City Council adopts the attached Water Conservation Plan, dated March 2010.

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

**PART 1.**

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

PART 2.

That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

PART 3.

Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

PART 4.

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

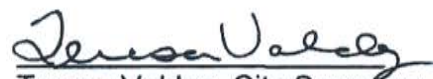
READ and ACKNOWLEDGED on the first reading on the 27<sup>th</sup> day of April 2010.

PASSED AND APPROVED on the second reading on the 11<sup>th</sup> day of May 2010.

APPROVED:

  
Mayor Terry Orr

ATTEST:

  
Teresa Valdez, City Secretary

APPROVED AS TO FORM:  
Jo-Christy Brown  
City Attorney



**APPENDIX E**  
**Regional Water Planning Group**  
**Notification**

March 21, 2016

**Mr. John Burke, Chairman  
Lower Colorado Regional Water Planning Group  
Attn: Region K; Mailstop L211  
P.O. Box 220  
Austin, Texas 78767-0220**

Re: City of Bastrop  
Water Conservation Plan

Dear Mr. Burke:

On April XX, 2016, the Bastrop City Council adopted a City Ordinance establishing a water conservation plan for the City of Bastrop. Attached for the records of the Texas Water Development Board Lower Colorado Regional Water Planning Group (Region K) is a copy of the approved plan. Should you have any questions regarding the plan, please do not hesitate to contact me at 512-332-8800.

Sincerely,

Michael Talbot, City Manager  
City of Bastrop

Attached – Water Conservation Plan

MT:cae

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 6, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: **Consideration, discussion and possible action on approving a new Mission and Vision Statement for the City of Bastrop that will replace current Mission/Vision Statement and will be incorporated and used in the City’s Comprehensive Plan.**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

3. Nature of Request: (Brief Overview) Attachments: Yes  X  No

**The Comprehensive Plan Steering Committee (CPSC) has worked on revising the City’s Vision and Mission Statements and would like City Council to consider these new statements to replace current statements and be officially adopted/approved by City Council to be used in the City’s Comprehensive Plan and replace current statements.**

**Vision Statement (proposed):**

*“The City of Bastrop is a diverse and welcoming community that celebrates our town character and energy, distinguished history and unique environment.”*

**Mission Statement (proposed):**

*“The mission of the City of Bastrop is to provide efficient and proactive services that enhance our quality of life and achieve our vision.”*

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:  NAME/TITLE INITIAL DATE CONCURRENCE   
a) \_\_\_\_\_  
b) \_\_\_\_\_

8. Staff Recommendation: **The CPSC vetted and approved the Vision and Mission Statement at their Workshop on Wednesday, March 30, 2016. They are recommending that City Council consider and approve the new statements to replace current mission and vision statements.**

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager’s Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Recommend approval of the New Vision and Mission Statements.**



# BASTROP COMPREHENSIVE PLAN UPDATE

Comprehensive Plan Steering Committee (CPSC) Meeting

March 30, 2016



HALFF

Bastrop Comprehensive Plan Update (2016-2036)



BASTROP TX  
Heart of the Lake Place / City

# PROJECT COMPONENTS

- **Plan Chapters:**



- Chapter 1, Planning Context and Vision (Draft Submitted)
- Chapter 2, Community Growth (Draft Submitted)
- Chapter 3, Public Facilities (Draft Submitted)
- Chapter 4, Housing and Neighborhoods (Draft Submitted)
- **Chapter 5, Land Use and Design (Pending)**
- **Chapter 6, Transportation\* (Pending)**
- Chapter 7, Parks and Recreation
- Chapter 8, Cultural Arts and Tourism
- Chapter 9, Implementation
- **\* Bastrop Transportation Master Plan.**



HALFF

Bastrop Comprehensive Plan Update (2016-2036)



# VISION STATEMENT



**HALFF**

**Bastrop Comprehensive Plan Update (2016-2036)**



**BASTROPTX**  
Heart of the Lost Pines / City of Bastrop



## COMMUNITY MISSION STATEMENTS

- **City of Bastrop:**

"Bastrop is a charming, vibrant, and inclusive community where people are welcomed, valued, and appreciated. With an eye toward the future and becoming a world class city, Bastrop cherishes and protects its rich history and natural resources, and maintains a small town neighborly attitude."

- **Vision Task Force:**

The Bastrop Vision Task Force exists to:  
Foster a vision for Bastrop's future, that:

- Safeguards Bastrop's unique character and honors its distinguished history
- Nurtures a vibrant business climate
- Enhances the quality of life for its citizens.

Facilitate collaboration and optimization of initiatives and resources among local governmental entities, nonprofit organizations and the business community.



HALFF

Bastrop Comprehensive Plan Update (2016-2036)



BASTROPTX  
Heart of the Lost Pines / TX 7122

## **VISION STATEMENT (PROPOSED)**

*“The City of Bastrop is a diverse and welcoming community that celebrates our town character and energy, distinguished history and unique environment.”*

## **CITY MISSION STATEMENT (PROPOSED)**

*“The mission of the City of Bastrop is to provide efficient and proactive services that enhance our quality of life and achieve our vision.”*



Bastrop Comprehensive Plan Update (2016-2036)





STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 18, 2016

MEETING DATE: March 22, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS.**

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_  
At the March 22, 2016 City Council meeting I advised the City Council that the City's Chief Financial Officer and I had been in discussion with the City's Financial Advisory Mr. Dan Wegmiller regarding the feasibility of refinancing a portion of the City's outstanding debt. As we discussed at the Council meeting there would a meaningful cost savings to the City of Bastrop at this time to refinance some of the City's current outstanding debt. The passage of this ordinance would commence the process of refinancing some of the City's current debt.

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE  
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: X Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Proposed Motion: A Motion to approve an Ordinance AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS



LAW OFFICES

**MCCALL, PARKHURST & HORTON L.L.P.**

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: 214 754-9200  
TELECOPY: 214 754-9250

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: 512 478-3805  
TELECOPY: 512 472-0871

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: 210 225-2800  
TELECOPY: 210 225-2984

**MEMORANDUM**

**DATE:** April 5, 2016  
**TO:** Tracy Waldron  
**FROM:** J. Bart Fowler  
**RE:** City of Bastrop, Texas General Obligation Refunding Bonds, Series 2016

---

With respect to the City Council Meeting on April 12, 2016 we recommend the following agenda language:

Consideration and action with respect to "Ordinance Authorizing the Issuance of the City of Bastrop, Texas General Obligation Refunding Bonds; Levying an Ad Valorem Tax in Support of the Bonds; Establishing Procedures for Selling and Delivery of One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds".

The draft Ordinance is attached and I'll bring completed copies to the meeting next Tuesday. Please do not hesitate to call with any questions.

cc: Mike Talbot  
Karla Stovall  
Dan Wegmiller  
Jennifer Douglas

**ORDINANCE NO. 2016-\_\_**

**ORDINANCE AUTHORIZING THE ISSUANCE OF THE  
CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BONDS;  
LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING  
PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE  
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

**Adopted April 12, 2016**

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EXHIBIT A DEFINITIONS

EXHIBIT B DESCRIPTION OF ANNUAL FINANCIAL INFORMATION





**WHEREAS**, the Bonds authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapter 1207 of the Texas Government Code, as amended, and other applicable laws: and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

**Section 1. RECITALS.** The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

**Section 2. DEFINITIONS.** For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

**Section 3. AMOUNT, NAME, PURPOSE AND AUTHORIZATION.** The Bonds, each to be designated the "**CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BONDS**," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in the aggregate principal amount not to exceed \$15,000,000 for the purpose of providing funds for (i) refunding the Refunded Obligations, and (ii) paying the costs of issuing the Bonds.

**Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION.** (a) Initially there shall be issued, sold, and delivered hereunder one Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 1, 2034, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded as set forth in the Pricing Certificate for the Bonds and the Pricing Certificate shall determine and designate the tax status of the Bonds as the Taxable Bonds or Tax-Exempt Bonds. The authority for the Pricing Officer to execute and deliver a Pricing Certificate for the Bonds shall expire at 5:00 p.m. C.S.T. on October 12, 2016. Bonds priced on or before October 12, 2016 may be delivered to the initial purchaser after such date.



(b) As authorized by Chapter 1207, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, whether the Bonds shall be issued as Taxable Bonds or Tax-Exempt Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service loss that does not exceed 3.00% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by either competitive sale, private placement or negotiated sale as determined by the Pricing Officer, at such price, with and subject to such terms, as determined by the Pricing Officer in the Pricing Certificate. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as described in this subsection is achieved.

To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The



Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3.02(b) above. Any Bond Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(d) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the FORM OF BOND and the Pricing Certificate. The City, at least thirty (30) days before the date of any optional redemption, shall notify the Paying Agent/Registrar of such redemption date and of the amount and maturity of the Bonds to be redeemed.

(e) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than twenty (20) days before the date fixed for redemption, to the Bondholder at the address shown in the Register. The notice shall state among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds



so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(f) Effect of Redemption. Notice of redemption having been given as provided in this Section, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(g) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**Section 5. CHARACTERISTICS OF THE BONDS.** (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at the Paying Agent/Registrar, which shall be Regions Bank, in Houston, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of



presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 5(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional orders, ordinances, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1206, Texas Government Code, as amended, and particularly Subchapter B thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.



(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose



behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository: Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such



Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter of the Bonds or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Underwriters one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

**Section 6. FORM OF BOND.** The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

**FORM OF BOND**

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate.)

<b>NO. R-</b>	<b>UNITED STATES OF AMERICA</b>	<b>PRINCIPAL</b>
	<b>STATE OF TEXAS</b>	<b>AMOUNT</b>
	<b>BASTROP COUNTY</b>	<b>\$ _____</b>
	<b>CITY OF BASTROP, TEXAS</b>	
	<b>GENERAL OBLIGATION REFUNDING BOND,</b>	
	<b>SERIES _____*</b>	

**[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]**

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\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.







payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

**DURING ANY PERIOD** in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

**[FORM OF FIRST PARAGRAPHS  
OF PREMIUM COMPOUND INTEREST BOND]**

**NO. PC-**

**MATURITY  
AMOUNT  
\$ \_\_\_\_\_**

**INTEREST RATE      ISSUANCE DATE      DATE OF BONDS      MATURITY DATE**

**REGISTERED OWNER:**

**MATURITY AMOUNT:**

**ON THE MATURITY DATE SPECIFIED ABOVE, CITY OF BASTROP, TEXAS** (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* of each year commencing \_\_\_\_\_, 20\_\_\*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* at the yield shown on such table.

\_\_\_\_\_  
\* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.



**THE MATURITY AMOUNT** of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of Regions Bank, Houston, Texas, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

**[FORM OF REMAINDER OF EACH BOND]**

**ANY ACCRUED INTEREST** due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

**IF THE DATE** for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS BOND** is one of a series of Bonds dated \_\_\_\_\_, 20\_\_\*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_\***, TO PROVIDE FUNDS FOR THE FOLLOWING: (I) REFUNDING THE REFUNDED OBLIGATIONS; AND (II) PAYING THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS.**

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\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.



ON \_\_\_\_\_, 20\_\_\*, or on any date thereafter, the Bonds of this Series maturing on and after \_\_\_\_\_, 20\_\_\* may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

[THE BONDS MATURING ON \_\_\_\_\_, \_\_\* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

**Term Bonds Maturing on \_\_\_\_\_, 20\_\_\***

<u>Redemption Date</u> *	<u>Principal Amount</u> *
_____, 20__	\$ _____
_____, 20__†	\$ _____ †

† Final Maturity

**THE PRINCIPAL AMOUNT** of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]\*

**NO LESS THAN** 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such

\*Use of Term Bonds, if any, to be determined by the Pricing Officer.



payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

**WITH RESPECT TO** any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**ALL BONDS OF THIS SERIES** are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment,



transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

**WHENEVER** the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

**IN THE EVENT** any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

**IT IS HEREBY** certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

**BY BECOMING** the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

**IN WITNESS WHEREOF**, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

[CITY SEAL]

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

**REGIONS BANK**  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_  
Please insert Social Security or Taxpayer  
Identification Number of Transferee

\_\_\_\_\_

\_\_\_\_\_  
(Please print or typewrite name and address,  
including zip code, of Transferee)

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:



NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF  
THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:**

**COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.**

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[COMPTROLLER'S SEAL]

**INSERTIONS FOR THE INITIAL BONDS**

(i) The initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

**"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Bastrop, Texas (the "Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on \_\_\_\_\_, 20\_\_ \* in**

\* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.



each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Principal</u>		<u>Interest</u>
<u>Amount</u>	<u>Maturity Date</u>	<u>Rates</u>

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_, 20\_\_\* at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, 20\_\_\* and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. \_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

**"THE CITY OF BASTROP, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on \_\_\_\_\_\* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

<u>Principal</u>		<u>Interest</u>
<u>Amount</u>	<u>Maturity Date</u>	<u>Rate</u>

(Information for the Premium Compound Interest Bonds from the

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\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.



Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* of each year commencing \_\_\_\_\_, 20\_\_\_\_.\* For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

**Section 7. TAX LEVY.** A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable

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\* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.



provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 8. ESTABLISHMENT OF ESCROW FUND.** (a) Escrow Fund. A portion of the proceeds of the Bonds, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested in Permitted Investments as permitted by the Public Funds Investment Act, as amended and the City's Investment Policy.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 3 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 12 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

**Section 9. DEFEASANCE OF BONDS** (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper



arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.



**Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.**

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

**Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.** The Pricing Officer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining



to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

**Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS.** (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to use all of the proceeds of the Tax-Exempt Bonds for the purposes set forth in Section 3 and the payment of principal, interest and redemption premium on the Refunded Obligations;

(2) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;



(5) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(8) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations not expended prior to the date of issuance of the Tax-



Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in Ordinance for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in Ordinance for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (2) the date the Tax-Exempt Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.



(g) Designation as Qualified Tax-Exempt Obligations. The Pricing Officer is authorized to designate the Tax-Exempt Bonds as bank qualified obligations if the City qualifies to make such a designation at the time of pricing the Tax-Exempt Bonds.

**Section 13. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT**. Unless the pricing Officer determines to sell the Bonds pursuant to a Private Placement, in which case no Official Statement will be necessary, the Pricing Officer is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchaser, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterpart.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrar, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby



ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

**Section 14. INSURANCE PROVISIONS.** In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the Underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

**Section 15. CONTINUING DISCLOSURE UNDERTAKING.** (a) Annual Reports. Unless the Bonds are sold pursuant to a Private Placement, in which case the Pricing Officer may determine the appropriate annual disclosure, if any, the City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the City as determined by the Pricing Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial and operating data of the general type included in the final Official Statement authorized by Section 13 of this Ordinance. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within twelve months after the end of any fiscal year. If the audit of such financial statements is not complete within twelve months after the end of any fiscal year, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.



(b) Certain Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the status of the Bonds, or other events affecting the status of the Bonds.
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.



The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this



Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

**Section 16. AMENDMENT OF ORDINANCE.** The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;



(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

**Section 17. DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or



(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.



**Section 18. NO RECOURSE AGAINST CITY OFFICIALS.** No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

**Section 19. PAYMENT OF ATTORNEY GENERAL FEE.** The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

**Section 20. FURTHER ACTIONS.** The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in Ordinance to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, Director of Finance and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in Ordinance to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 21. INTERPRETATIONS.** All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

**Section 22. INCONSISTENT PROVISIONS.** All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions 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 contained herein.



**Section 23. INTERESTED PARTIES.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

**Section 24. NO PERSONAL LIABILITY.** No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

**Section 25. SEVERABILITY.** The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

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**IN ACCORDANCE WITH SECTION 1201.028**, Texas Government Code, passed and approved on the first and final reading on the 12<sup>th</sup> day of April, 2016.

**CITY OF BASTROP:**

\_\_\_\_\_  
By: Ken Kesselus, Mayor  
City of Bastrop, Texas

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

## **EXHIBIT A**

### **DEFINITIONS**

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Accreted Value*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"*Accretion Table*" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy, if any, for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"*Bonds*" means the bonds authorized by this Ordinance and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond order and the Pricing Certificate and including any Tax-Exempt Bonds and/or Taxable Bonds as designated by the Pricing Officer, and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.



"Cede & Co." means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"City" and "Issuer" mean the City of Bastrop, Texas, and where appropriate, the City Council.

"City Council" means the governing body of the City.

"Closing Date" means the date of initial delivery of and payment for the Bonds.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Depository" means one or more official depository banks of the City.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"DTC Participant" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Escrow Agent*" means Regions Bank, Houston, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds or any successor escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations and the cash defeasance, respectively.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"*Fiscal Year*" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"*Holder*," "*Holder*s," "*Owner*s" or "*Registered Owner*s" means any person or entity in whose name a Bond is registered in the Register, for any Bonds.

"*Initial Bonds*" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"*Insurance Policy*" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 6 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Bonds is due and payable.

"*Issuance Date*" means the date of delivery of the related Series of the Bonds.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Ordinance*" means this ordinance finally adopted by the City Council on April 12, 2016.

"*Outstanding*", when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

(1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Bonds deemed paid pursuant to the provisions of Section 9 of this Ordinance;



(3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance

(4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Premium Compound Interest Bonds*" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"*Pricing Certificate*" means the certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of the Bonds.

"*Pricing Officer*" means the City Manager, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the City Manager, the Mayor may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Bonds.

"*Record Date*" means Record Date as defined in Section 6 the Form of Bonds and the Pricing Certificate.

"*Redemption Date*" means a date fixed for redemption of any Bond pursuant to the terms of this Ordinance and the Pricing Certificate.

"*Refunded Obligations*" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"*Refundable Obligations*" means all or a portion of the City's outstanding ad valorem tax obligations and utility system obligations.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"*Replacement Bonds*" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 10 of this Ordinance.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"*Taxable Bonds*" means any Bonds designated by the Pricing Officer in the Pricing Certificate as Taxable Bonds, the interest on which is includable in the gross income of the owner thereof for federal income tax purposes.

"*Tax-Exempt Bonds*" means any Bonds designated by the Pricing Officer as Tax-Exempt Bonds, the interest on which is excludable in the gross income of the owner thereof for federal income tax purposes, pursuant to Section 103 of the Code.

"*Underwriters*" means the Senior Managing Underwriter and any additional investment banking firms designated by the Pricing Officer in the Pricing Certificate.



**EXHIBIT B**

**DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 14 of this Ordinance.

**Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in the Official Statement.





# City of Bastrop Agenda Information Sheet:



**City Council Meeting Date:**

**April 12, 2016**

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**Project Description:**

Discussion, consideration and possible action on the Preliminary Plat for XS Ranch River Camp, Section 1 located north of the Colorado River and southwest of CR 157 within Area A of the City of Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

---

**Item Summary:**

**Owner/Applicant:** XS Ranch Fund VI, L.P.  
c/o Coast Range Investments LLC.

**Location:** FM 969 (approx. ½ mile east of FM 1209)

**Utilities:** XS Ranch MUD/Aqua Water, Bluebonnet Electric and XS Ranch MUD Wastewater

**Residential Lots:** 752 single family residential lots

**Background:**

This property is located within the XS Ranch Subdivision north of the Colorado River and southwest of CR 157. The developer, XS Ranch Fund VI, LP, is proposing to develop approximately 539 acres of raw land that will consist of 752 residential lots. The development will also include streets, one (1) school lot, one (1) commercial lot, three (3) club house lots, four (4) open space lots, ten (10) open space/drainage easement public utility easement lots, five (5) drainage lake lots, one (1) lift station lot, fourteen (14) lift station/public utility easement lots and eleven (11) reserved lots.

The subdivision will be developed in accordance with the Development Agreement, as amended and approved by City Council on November 17, 2014.

**Basis of Support:**

Staff supports the request for approval of the Preliminary Plat. City staff has reviewed the Preliminary Plat and determined that it appears to conform to the approved Development Agreement for the XS Ranch, as well as applicable City of Bastrop regulations.

The developer has submitted the necessary supporting documents to support the proposed development, including a Traffic Impact Analysis, Drainage Analysis and Report, and Conceptual Land Use Plan.

**Special Considerations:** None.

**Comments:**

Ten (10) surrounding property owner notifications were mailed March 3, 2016. Three (3) property owner responses were received against the proposed preliminary plat. (see attached)

**Staff Recommendation:**

Staff recommends approval of the Preliminary Plat for XS Ranch River Camp, Section 1 located north of the Colorado River and southwest of CR157 within Area A of the City of Bastrop, Texas Extra Territorial Jurisdiction (ETJ).

**Planning and Zoning Commission Recommendation:**

The Planning and Zoning Commission conducted a meeting March 31, 2016 and voted four (4) in favor and one (1) against the proposed preliminary plat.

Lisa Patterson	In favor
Richard Kindred	In favor
Bryan Whitten	In favor
Bill Ennis	In favor
David Bragg	Against (opposed because he isn't familiar/seen the XS Ranch Development Agreement, and can't believe the current population of Bastrop will have their primary access to only FM 969)

**City Contact:**

Melissa McCollum, Director of Planning and Development  
Wesley Brandon, PE, City Engineer

**Attachments:**

Location map, Preliminary Plat and surrounding property owner responses

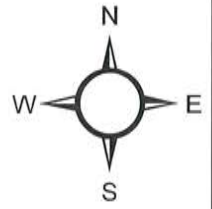
**Additional documents/information available upon request:**

- 3<sup>rd</sup> Amended Development agreement with XS Ranch approved by City Council November 17, 2014
- Large copies of the Preliminary Plat (24x36 or 11x17)
- Traffic Impact Analysis (TIA) submitted to the City
- Drainage Analysis and Report
- Conceptual Land Use Plan, prepared by Vogel and Associates.







# XS Ranch River Camp, Section 1 Property Location Map



### Legend

-  River Camp Section 1
-  XS Ranch















Planning and Zoning Packet March 31, 2016



**LEGEND**

- PROPERTY LINE
- CENTER LINE
- EXISTING CURB
- PROPERTY SQUARE / PHASE LINE
- CRANE LENGTH
- 100% ELEVATION

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**RIVER CAMP - SECTION 1**  
PRELIMINARY PLAN

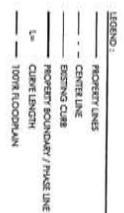
100 SCALE PRELIMINARY PLAN

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**LC** LONGARO CLARKE  
Consulting Engineers  
04-12-2016 Stormwater Management & Water Resources  
100 Scale Preliminary Plan  
100 Scale Preliminary Plan  
100 Scale Preliminary Plan

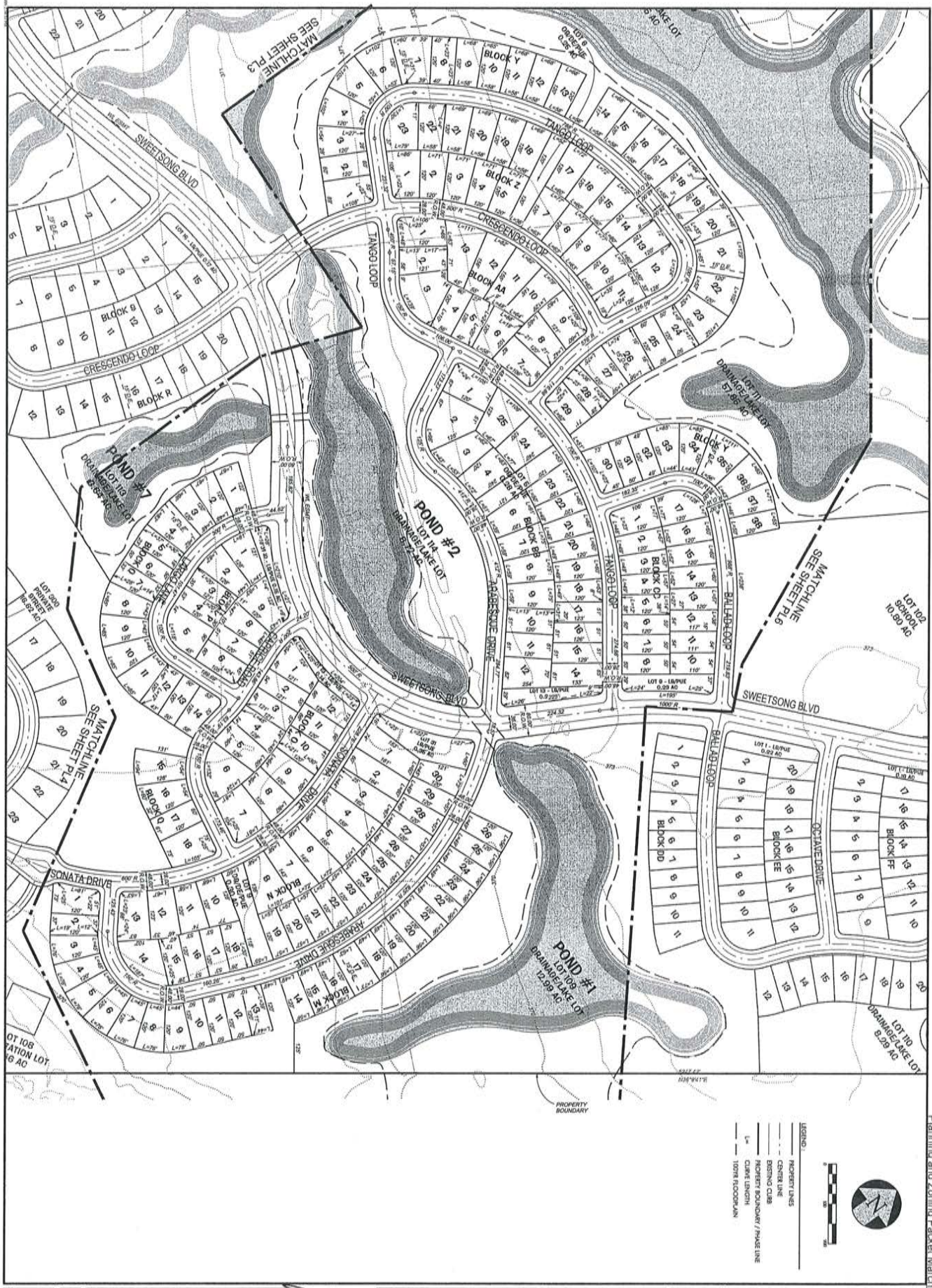


**RIVER CAMP - SECTION 1**  
PRELIMINARY PLAN  
100 SCALE PRELIMINARY PLAN

DESIGNER	
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Planning and Zoning Packet, March 31, 2016

104-12-2016  
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 (512) 336-0728 [www.longaroclarke.com](http://www.longaroclarke.com) TSP# Reg. No. P-244



**RIVER CAMP - SECTION 1**  
 PRELIMINARY PLAN

100 SCALE PRELIMINARY PLAN

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LEGEND

- PROPERTY LINES
- CENTER LINE
- EXISTING CURB
- PROPOSED SOUNDBAR / PAVED LINE
- CLAMP LENGTH
- 100% FLOORPLAN

APPROXIMATE LIMITS OF SOVER FLOODPLAIN

LOT 101 COMMERCIAL 38.25 AC

LOT 102 10.80 AC

LOT 103 20.85 AC

LOT 104 10.80 AC

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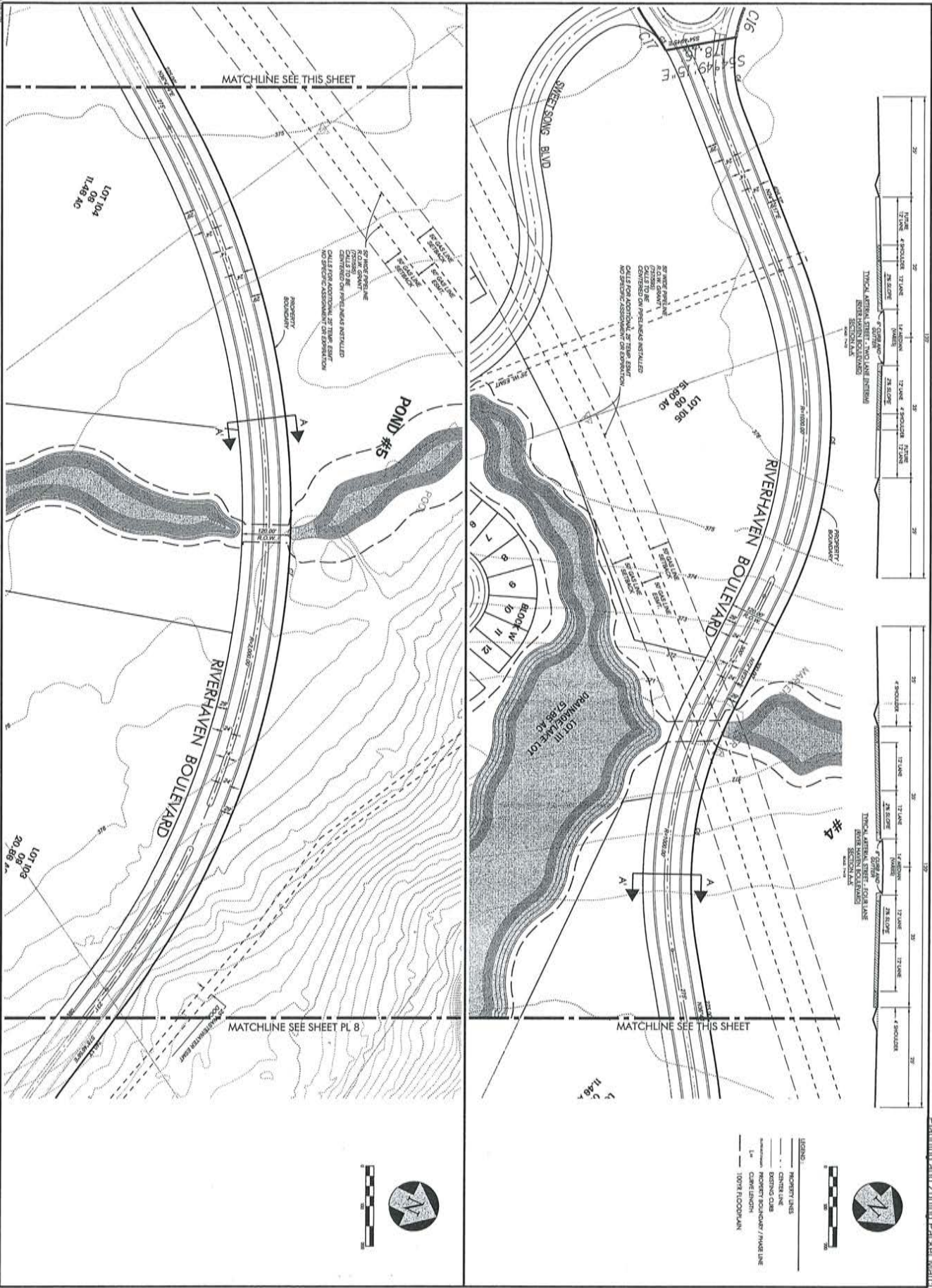
RIVER CAMP - SECTION 1

PRELIMINARY PLAN

100 SCALE PRELIMINARY PLAN

DATE	DESCRIPTION	BY
10/11/16		





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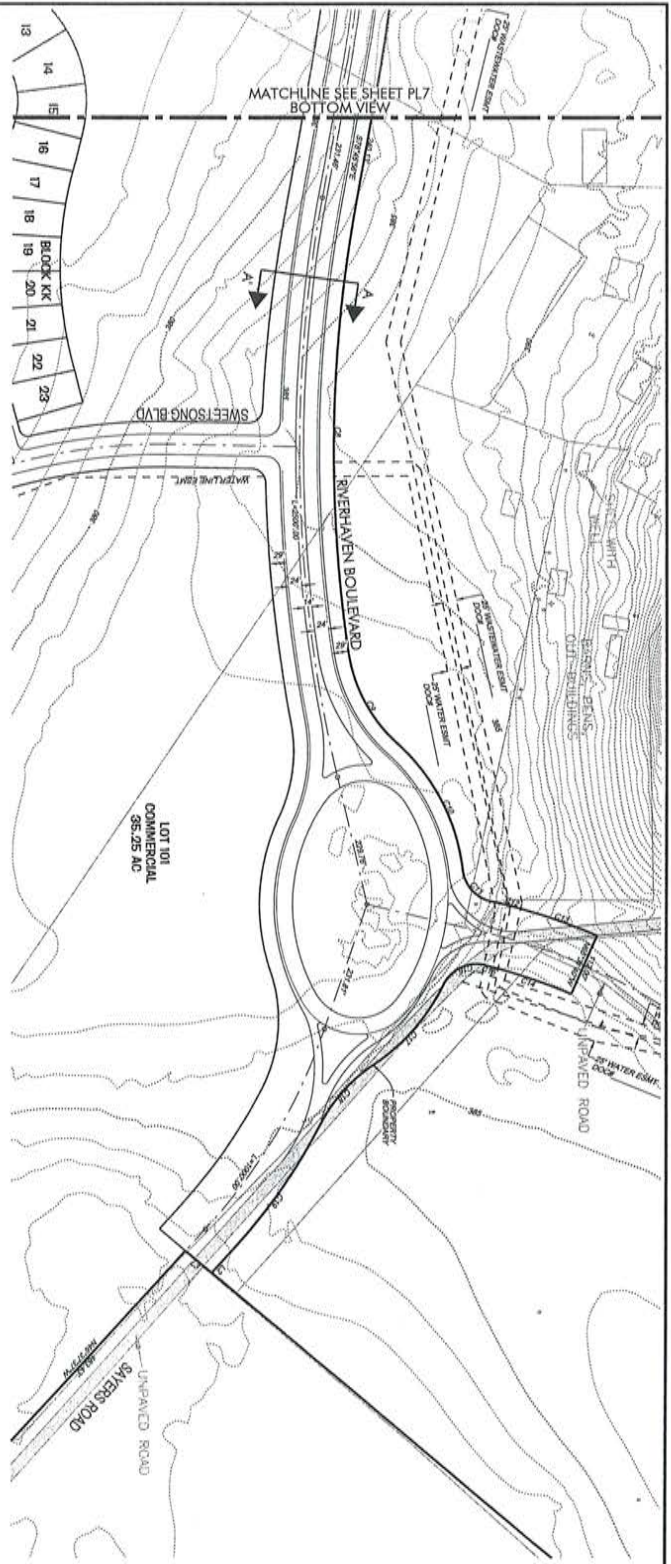
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**RIVER CAMP - SECTION 1**  
PRELIMINARY PLAN

100 SCALE PRELIMINARY PLAN

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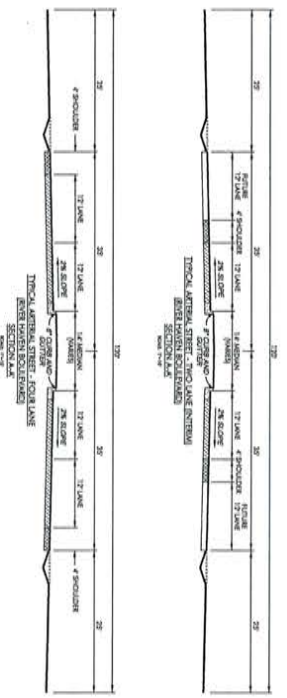
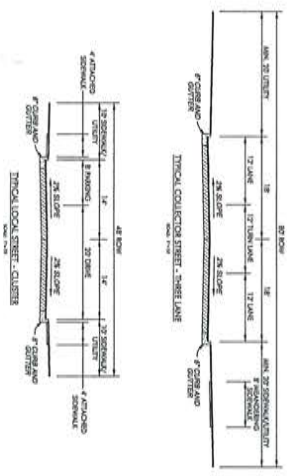


**LEGEND**

- PROPOSED LANE
- EXISTING LANE
- EXISTING CURB
- PROPOSED BOUNDARY / FINISH LINE
- CURB LENGTH
- 100% FLOODPLAIN

**SCALE**

**North Arrow**



**RIVER CAMP - SECTION 1**  
PRELIMINARY PLAN  
100 SCALE PRELIMINARY PLAN

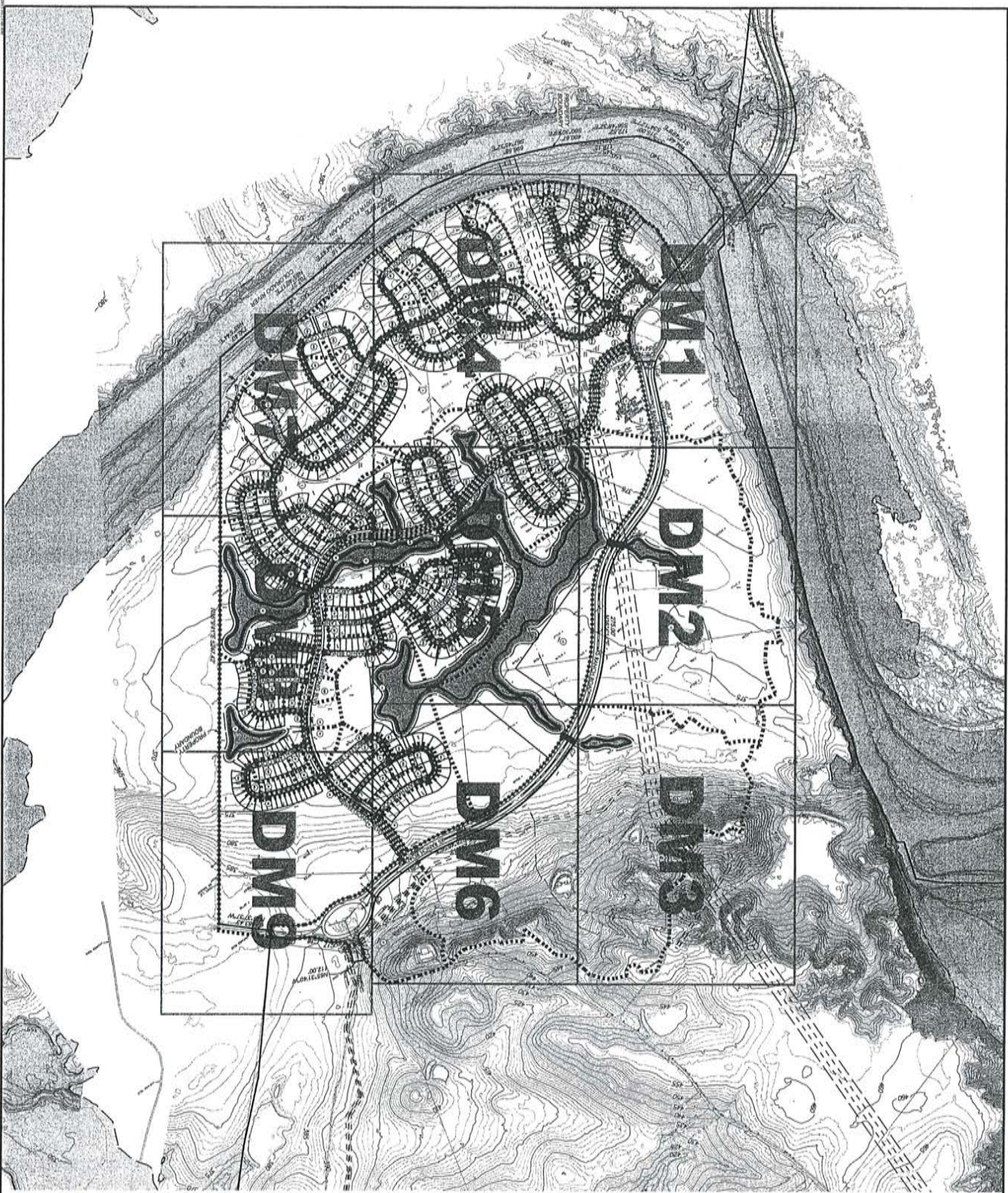
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3030 Saw Cove Road - Suite D01 - Austin, Texas 78740  
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9/22  
PL7



Planning and Zoning Checklist Month 04-2016



- LEGEND:**
- DRAINAGE AREA NUMBER
  - INLET NUMBER
  - FLOW DIRECTION ARROW
  - DRAINAGE DIVIDE
  - PROPOSED INLET AND STORM SEWER SYSTEM
  - 100% VME
  - 0-4.66' Q=30/100 CS
  - 4.67-7.0' Q=30/100 CS
  - 7.01-10.0' Q=30/100 CS
  - 10.01-15.0' Q=30/100 CS
  - 15.01-20.0' Q=30/100 CS
  - 20.01-25.0' Q=30/100 CS
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10/22

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 Stormwater Management & Water Resources  
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**RIVER CAMP - SECTION 1**  
 PRELIMINARY PLAN  
 400 SCALE OVERALL INTERNAL DRAINAGE MAP

REVISIONS	
DATE	
BY	

DATE	
BY	





- LEGEND:
- ① DRAINAGE AREA NUMBER
  - ② INLET NUMBER
  - FLOW DIRECTION ARROW
  - DRAINAGE DITCH
  - ⊥ PROPOSED INLET AND STORM DRAIN SYSTEM
  - 100% WARE
  - 0-4.687' 0-25/100' C/S
  - \* ELEVATION POINTS CALCULATED BY ACS METHOD BY ADJUSTANCE



Drainage and Zoning District Map 21-2016

**CLONGARO CLARKE**  
Consulting Engineers

11-22  
DM

04-12-2016

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Site Plan • Civil • Survey • AutoCAD • ArcGIS • GIS  
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713.306.0928 • www.clongaroclarke.com • TDEC Reg. No. 7544



**RIVER CAMP - SECTION 1**  
PRELIMINARY PLAN  
100 SCALE INTERNAL DRAINAGE MAP

DATE	DESCRIPTION	BY





**LEGEND:**

- # DRAINAGE AREA NUMBER
- INLET NUMBER
- FLOW DIRECTION ARROW
- DRAINAGE DITCH
- PROPOSED INLET AND STORM SEWER SYSTEM
- 100% VISE
- 0'-4.4x7' 0'-25'/100' C/S
- \* SEWAGE FLOWS CALCULATED BY CFS METHOD IN FLOWPACK

**LONGARO CLARKE**  
Consulting Engineers

12/22/2016

12/22/2016

DM1

100 Scale Internal Drainage Map

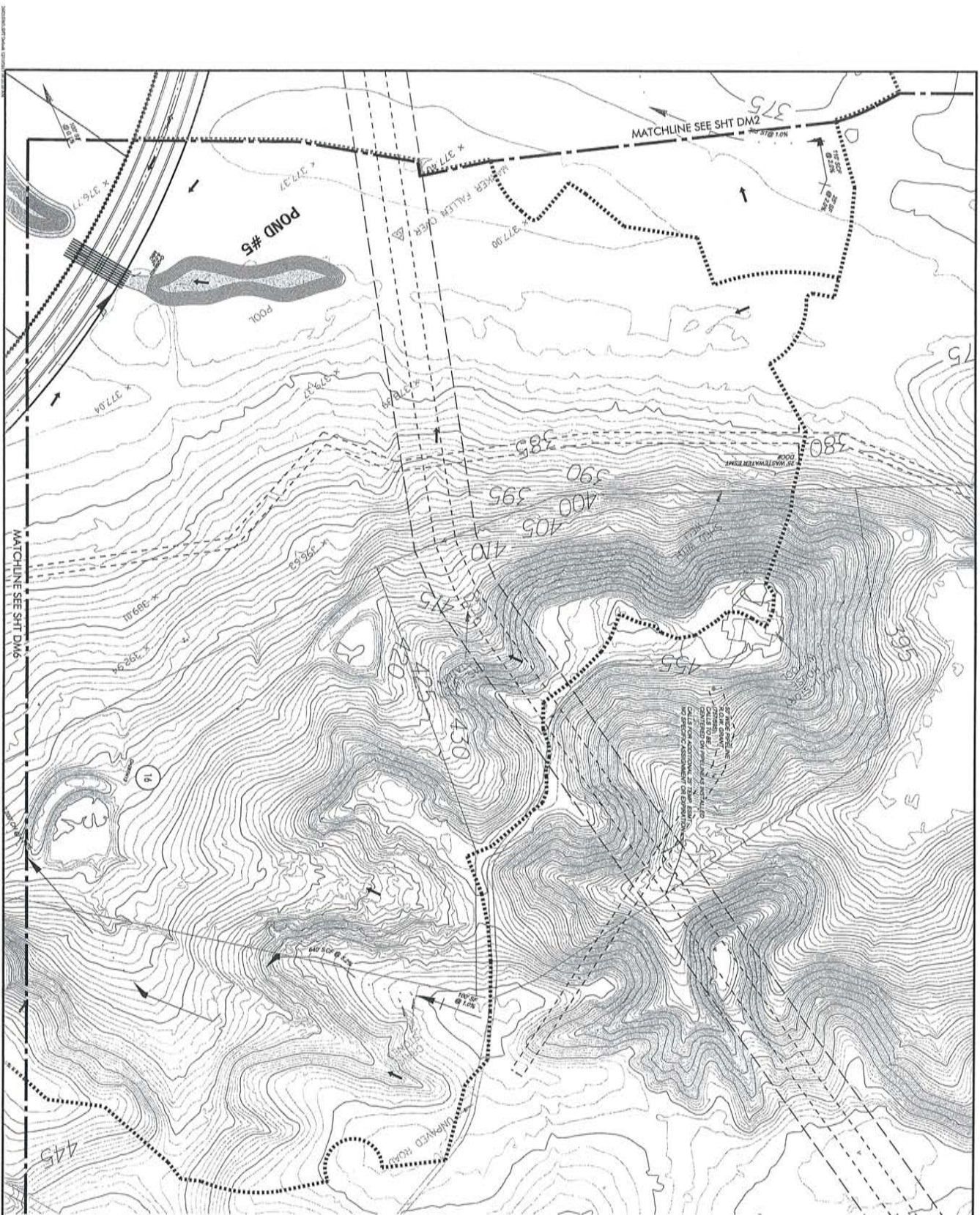


**RIVER CAMP - SECTION 1**  
PRELIMINARY PLAN  
100 SCALE INTERNAL DRAINAGE MAP

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Drainage and Zoning Packet March 24, 2016





- LEGEND
- ① DRAINAGE AREA NUMBER
  - ② INLET NUMBER
  - FLOW DIRECTION ARROW
  - DRAINAGE DITCH
  - PROPOSED INLET AND STORM SEWER SYSTEM
  - 100% WSE
  - 0'-4.66' 0'-25.00' CFS
  - \*STANDARD FLOW CALCULATED BY CDS METHOD IN FLOWPACK

**LONGARO CLARKE**  
 Consulting Engineers  
 3630 Bus Case Road - Suite 100 - Austin, Texas 78759  
 512.336.8928 - www.longaroclarke.com - TDP# Reg. No. F-514



**RIVER CAMP - SECTION 1**  
 PRELIMINARY PLAN  
 100 SCALE INTERNAL DRAINAGE MAP

DATE	DESCRIPTION	BY

Drawing and Zoning Packet March 11, 2016





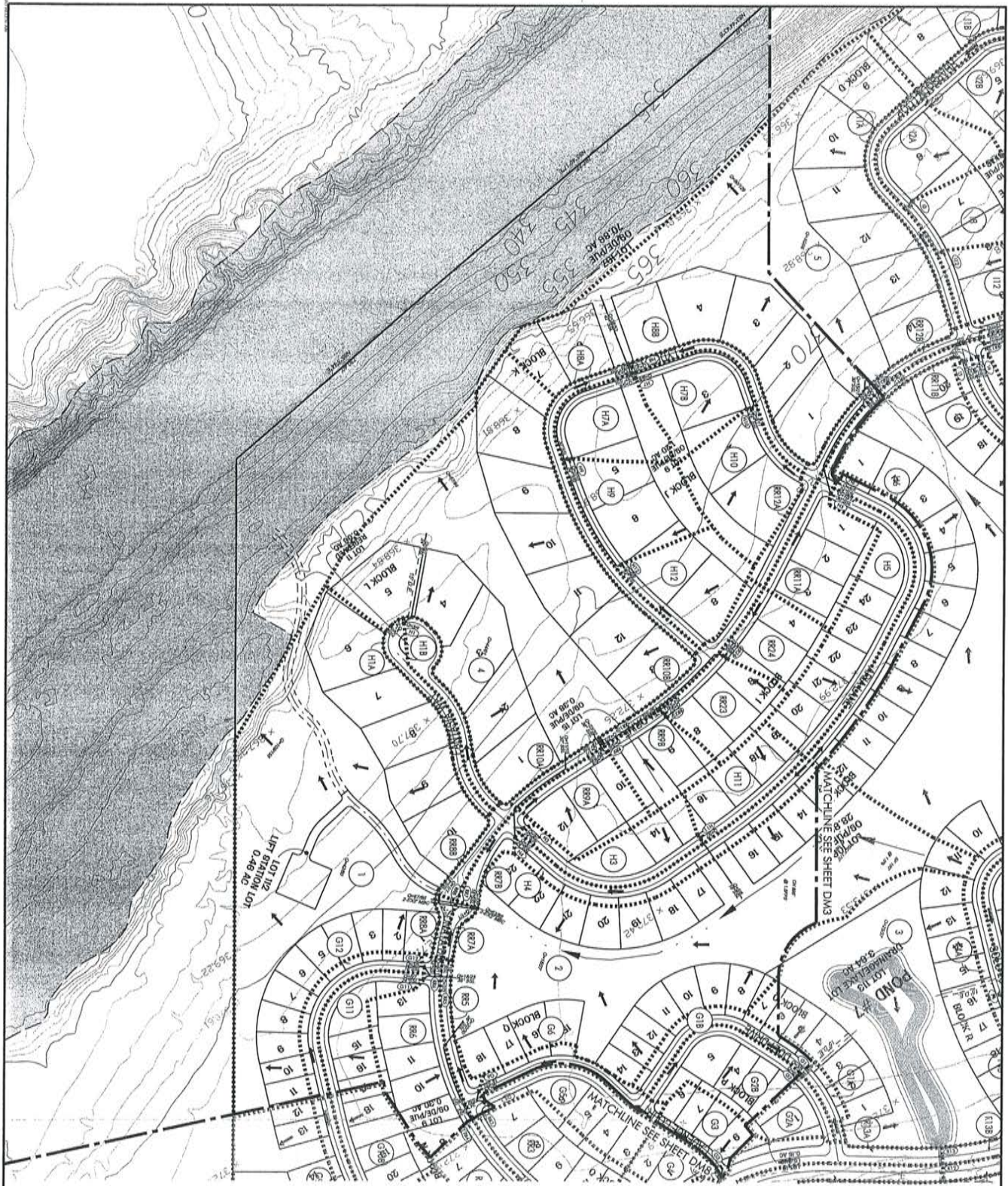












- LEGEND**
- DRAINAGE AREA NUMBER
  - # INLET NUMBER
  - FLOW DIRECTION ARROW
  - CHANGE OF DRAINAGE
  - POWERED INLET AND FLOW FROM (100% FLOW)
  - 100% FLOW
  - 0.4-4.6L/S 0.25-700 CFS
  - RETURNED FLOWS CALCULATED BY CS
  - ARRIVED BY OVERFLOW



**LONGARO CLARKE Consulting Engineers**  
 Stormwater Management • Water Resources  
 1000 East Gate Road • Suite 200 • Aurora, Texas 78001  
 (512) 306-0028 • www.LongaroClarke.com • TDEC Reg. No. 1-544

**RIVER CAMP - SECTION 1**  
**PRELIMINARY PLAN**  
 100 SCALE INTERNAL DRAINAGE MAP

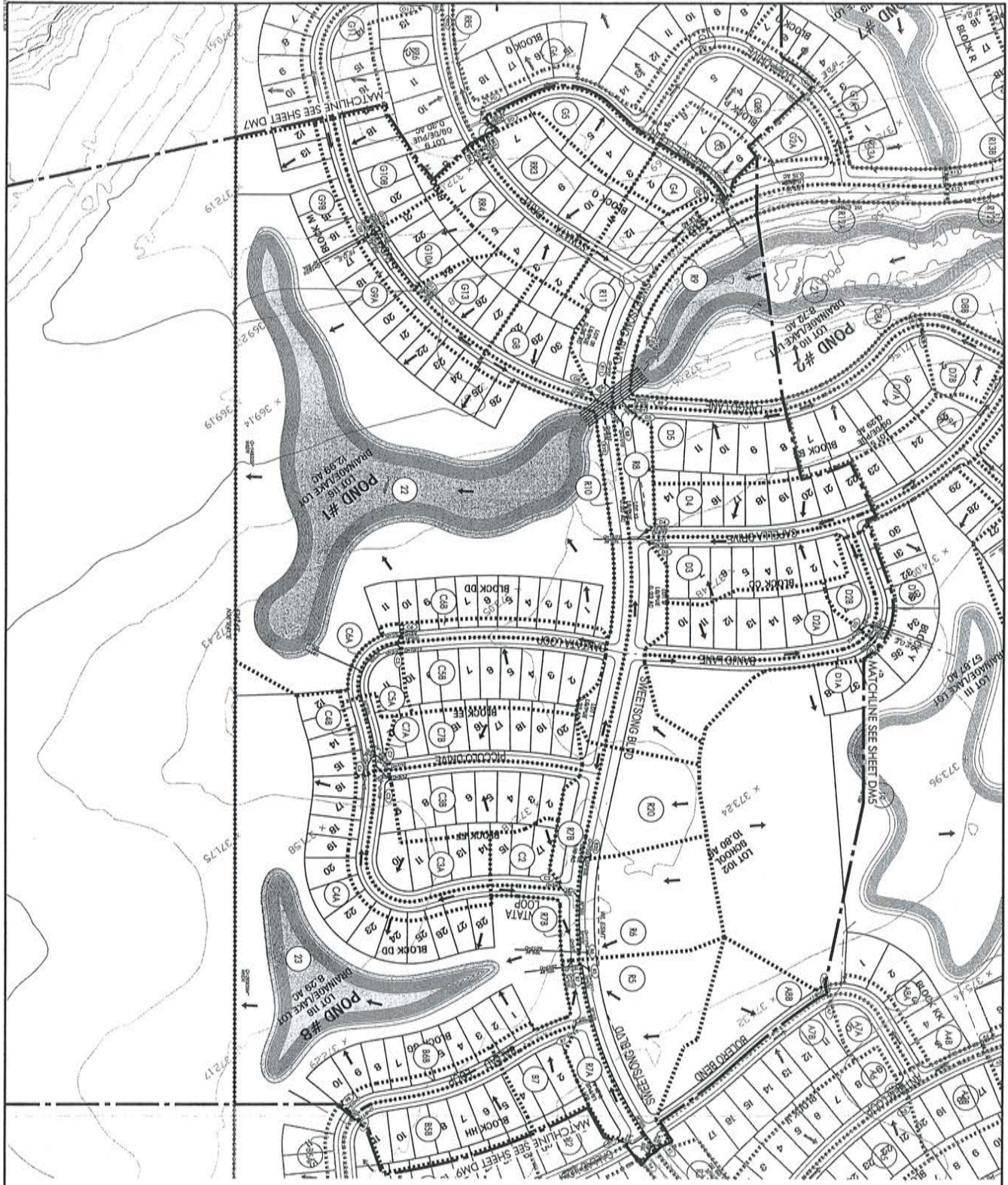
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Planning and Zoning Packet, March 31, 2016

04-12-2016

199





- LEGEND:**
- DRAINAGE AREA NUMBER
  - INLET NUMBER
  - FLOW DIRECTION ARROW
  - DRAINAGE EVIDENCE
  - PROPOSED INLET AND STORM SWAGE SYSTEM
  - 100% VME
  - 4.6x7 ○-25/100 ○S
- \*DRAINAGE SCHEMATIC CALCULATED BY PCS  
 APPROVED BY FOUNDATION



**LONGARO CLARKE**  
 Consulting Engineers  
 Stormwater Management & Water Resources  
 3430 Bee Cave Road • Suite 100 • Austin, Texas 78746  
 (512) 306-8998 • www.LongaroClarke.com • TDR# Reg. No. F-544



**RIVER CAMP - SECTION 1**  
 PRELIMINARY PLAN  
 100 SCALE INTERNAL DRAINAGE MAP

DATE	DESCRIPTION	BY

200

Planning and Zoning Packet March 31, 2016









Planning and Zoning Packet March 31, 2016

Per District Ordinance 15.14, the following are the proposed fees for the project:

Item	Rate	Amount
Application Fee	\$1,000.00	\$1,000.00
Plan Review Fee	\$150.00	\$150.00
Permit Fee	\$100.00	\$100.00
Inspection Fee	\$50.00	\$50.00
Final Review Fee	\$100.00	\$100.00
Other Fees		
<b>Total</b>		<b>\$1,300.00</b>

Area #	Area Description	Area Type	Area Code	Area Area (sq ft)	Area Volume (cu ft)	Area Weight (lb)	Area Value (\$)
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04-12-2016

LONGARO & CLARKE Consulting Engineers  
3639 Bee Cove Road - Suite 100 - Austin, Texas 78740  
512.336.0298 - www.LongarClarke.com - TDEE Reg. No. F-04

RIVER CAMP - SECTION 1  
PRELIMINARY PLAN  
INTERNAL DRAINAGE AREA CALCULATIONS

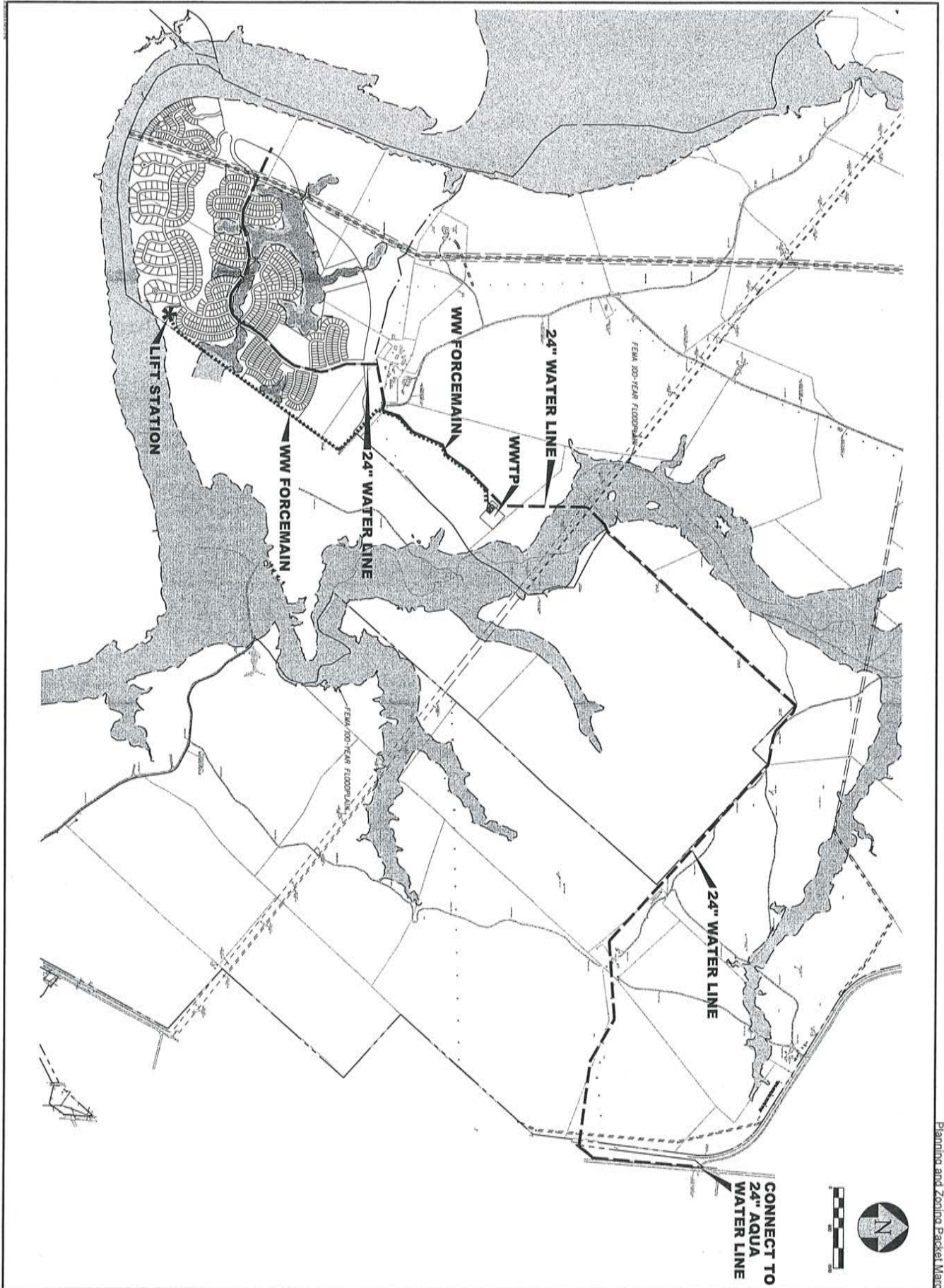
DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

BY: \_\_\_\_\_

103





CONNECT TO  
24" AQUA  
WATER LINE


**LONGARO & CLARKE**  
 Consulting Engineers  
 Stormwater Management • Water Resources  
 3630 Bee Cave Road - Suite 150 • Austin, Texas 78746  
 (512) 306-0228 • www.longaroclarke.com • TDD: Reg. No. 1-294



**RIVER CAMP - SECTION 1**  
 PRELIMINARY PLAN  
 OVERALL UTILITY LINE LAYOUT

DATE	BY	REVISION

22  
 22

**NOTICE OF MEETINGS  
PLANNING AND ZONING COMMISSION AND BASTROP CITY COUNCIL**

Dear Property Owner:

The **Bastrop Planning and Zoning Commission** will hold a meeting on Thursday, March 31, 2016 at 6:00 p.m. and the **Bastrop City Council** will hold a meeting Tuesday, April 12, 2016 at 6:30 p.m. in the Council Chambers, 1311 Chestnut Street, Bastrop, Texas to consider the Preliminary Plat for XS Ranch – River Camp, Section 1 located within Area A of the Bastrop, Texas the Extra Territorial Jurisdiction (ETJ).

The Applicant is: XS Ranch Fund VI, LP  
c/o Coast Range Investments LLC

Property Location: West of Sayers Road (CR 157) – North of Highway 71 West  
**11 x 17 Preliminary Plat Included with this Notice – 9 pages**

Legal Description: +/-251.03 acres within the XS Ranch Subdivision

As a property owner within 200' of the above referenced property, you are being notified of the meetings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at City Hall located at 1311 Chestnut Street, Bastrop, Texas.

X  
X

-----  
PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Mary Jo Goertz for McCall Ranch, L.P.

Property Address: 710 - B Sayers Rd., Bastrop, Tx Phone (optional): \_\_\_\_\_  
Mailing Address: 78602 Email (optional): \_\_\_\_\_

Property Owner's Signature: Mary Jo Goertz

Comments: (Optional)

The proposed subdivision does not adequately provide roadway connections, and fails to demonstrate how utilities will be routed.

Please provide reply to: Planning and Development Department  
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829  
Planning and Development office phone number (512) 332-8840

Preliminary Plat – XS Ranch River Camp Estates – mailed 3/3/2016

**RECEIVED**  
MAR 28 2016  
By AO



NOTICE OF MEETINGS  
PLANNING AND ZONING COMMISSION AND BASTROP CITY COUNCIL

Dear Property Owner:

The Bastrop Planning and Zoning Commission will hold a meeting on Thursday, March 31, 2016 at 6:00 p.m. and the Bastrop City Council will hold a meeting Tuesday, April 12, 2016 at 6:30 p.m. in the Council Chambers, 1311 Chestnut Street, Bastrop, Texas to consider the Preliminary Plat for XS Ranch – River Camp, Section 1 located within Area A of the Bastrop, Texas the Extra Territorial Jurisdiction (ETJ).

The Applicant is: XS Ranch Fund VI, LP  
c/o Coast Range Investments LLC

Property Location: West of Sayers Road (CR 157) – North of Highway 71 West  
11 x 17 Preliminary Plat Included with this Notice – 9 pages

Legal Description: +/-251.03 acres within the XS Ranch Subdivision

As a property owner within 200' of the above referenced property, you are being notified of the meetings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at City Hall located at 1311 Chestnut Street, Bastrop, Texas.

X  
X

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: DANIEL & DAWN FINLAYSON

Property Address: R53958

Phone (optional): 210-219-1089

Mailing Address: 226 W FAIR OAKS PL  
SAN ANTONIO, TX 78209

Email (optional): dfinlayson@satx.rr.com

Property Owner's Signature:

Comments: (Optional)

CONCERNS: WATER DRAINAGE FROM XS PROPERTY AND WETTING PROPERTY AT OR NEAR BRIDGE AND ROAD SITE. SECURITY FENCE NEEDS TO BE INSTALLED PRIOR TO CREWS STARTING WORK SECURING ACCESS TO MY PROPERTY.

Please provide reply to: Planning and Development Department  
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829  
Planning and Development office phone number (512) 332-8840

\*WILL NOT BE ABLE TO ATTEND DUE TO HEALTH REASONS.

Preliminary Plat – XS Ranch River Camp Estates – mailed 3/3/2016

RECEIVED  
MAR 30 2016  
By ML

**NOTICE OF MEETINGS  
PLANNING AND ZONING COMMISSION AND BASTROP CITY COUNCIL**

Dear Property Owner:

The **Bastrop Planning and Zoning Commission** will hold a meeting on Thursday, March 31, 2016 at 6:00 p.m. and the **Bastrop City Council** will hold a meeting Tuesday, April 12, 2016 at 6:30 p.m. in the Council Chambers, 1311 Chestnut Street, Bastrop, Texas to consider the Preliminary Plat for XS Ranch – River Camp, Section 1 located within Area A of the Bastrop, Texas the Extra Territorial Jurisdiction (ETJ).

The Applicant is: XS Ranch Fund VI, LP  
c/o Coast Range Investments LLC

Property Location: West of Sayers Road (CR 157) – North of Highway 71 West  
**11 x 17 Preliminary Plat Included with this Notice – 9 pages**

Legal Description: +/-251.03 acres within the XS Ranch Subdivision

As a property owner within 200' of the above referenced property, you are being notified of the meetings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at City Hall located at 1311 Chestnut Street, Bastrop, Texas.

X  
X

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PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Mary Jo Goertz for McCall Ranch, L.P.

Property Address: 710-B Sayers Rd., Bastrop, Tx Phone (optional): \_\_\_\_\_  
Mailing Address: 78602 Email (optional): \_\_\_\_\_

Property Owner's Signature: Mary Jo Goertz

Comments: (Optional)

The proposed subdivision does not adequately provide roadway connections, and fails to demonstrate how utilities will be routed.

Please provide reply to: Planning and Development Department  
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829  
Planning and Development office phone number (512) 332-8840

Preliminary Plat – XS Ranch River Camp Estates – mailed 3/3/2016

**RECEIVED**  
MAR 28 2016  
By [Signature]



NOTICE OF MEETINGS  
PLANNING AND ZONING COMMISSION AND BASTROP CITY COUNCIL

Dear Property Owner:

The Bastrop Planning and Zoning Commission will hold a meeting on Thursday, March 31, 2016 at 6:00 p.m. and the Bastrop City Council will hold a meeting Tuesday, April 12, 2016 at 6:30 p.m. in the Council Chambers, 1311 Chestnut Street, Bastrop, Texas to consider the Preliminary Plat for XS Ranch – River Camp, Section 1 located within Area A of the Bastrop, Texas the Extra Territorial Jurisdiction (ETJ).

The Applicant is: XS Ranch Fund VI, LP  
c/o Coast Range Investments LLC

Property Location: West of Sayers Road (CR 157) – North of Highway 71 West  
11 x 17 Preliminary Plat Included with this Notice – 9 pages

Legal Description: +/-251.03 acres within the XS Ranch Subdivision

As a property owner within 200' of the above referenced property, you are being notified of the meetings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at City Hall located at 1311 Chestnut Street, Bastrop, Texas.

X

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: DANIEL & DAWN FINLAYSON

Property Address: R53968

Phone (optional): 210-219-1089

Mailing Address: 226 W FAIR OAKS PL  
SAN ANTONIO, TX 78209

Email (optional): dfinlayson@sattx.com

Property Owner's Signature: *[Handwritten Signature]*

Comments: (Optional)

CONCERNS: WATER DRAINAGE FROM XS PROPERTY AND WETING PROPERTY AT OR NEAR BRIDGE AND ROAD SITE. SECURITY FENCE NEEDS TO BE INSTALLED PRIOR TO CREWS STARTING WORK SECURING ACCESS TO MY PROPERTY.

Please provide reply to: Planning and Development Department  
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829  
Planning and Development office phone number (512) 332-8840

\*WILL NOT BE ABLE TO ATTEND DUE TO HEALTH REASONS.

Preliminary Plat – XS Ranch River Camp Estates – mailed 3/3/2016

RECEIVED  
MAR 3 2016

By ML

March 30, 2016

Lisa Patterson, Chair  
Planning and Zoning Commission  
City of Bastrop  
P.O. Box 427  
Bastrop, Texas 78602

*via email: vhamilton@cityofbastrop.org*

RE: Consideration of the Preliminary Plat for XS Ranch–River Camp, Section 1, located West of Sayers Road (CR 157) – North of Highway 71 West, by the Planning and Zoning Commission and Bastrop City Council; Applicant: XS Ranch Fund VI, LP

Dear Ms. Patterson:

I am writing on behalf of my client, McCall Ranch, L.P., with respect to the above-referenced preliminary plat to be considered by the Planning and Zoning Commission on March 31, 2016. In response to the Notice of Meetings, my client timely filed a protest to the preliminary plat (copy enclosed). However, the purpose of this letter is to follow up with additional concerns regarding the plat.

Please find enclosed notes and related materials from our land planner in relation to our objection to the XS Ranch-River Camp preliminary plat. Thank you for your attention to this important matter.

Sincerely,



Jeffrey S. Howard

cc: Mary Jo Goertz  
Paul Linehan  
Geoff Connor



(1613.01)

**The Property: Rivercamp – Section 1**

Preliminary Plat Review by LSI

3.29.2016

**Concerns from Jeff Howard**

***Q. Where is the pond discharge?***

- There are 8 ponds. Ponds #1 and #6 are located close to the western boundary of McCall Ranch. There is concern that these ponds could possibly drain/ flood into single family estate lots within McCall Ranch.
- Rivercamp Section 1 Preliminary Plan Set does not show drainage direction in the drawings we were provided.
- Pond #6 could possibly be at a higher elevation than McCall Ranch (i.e. +372 vs. +371). See supporting Exhibit A, attached, showing Rivercamp Section 1 Preliminary Plan adjacent to McCall Ranch.
- We suggest a 3' to 4' berm on Rivercamp Property along common property line to prevent any possible flooding from both Ponds #1 and #6 into these large estate lots on McCall Ranch.

***Q. Is there enough ROW for River Camp and XS Ranch traffic at Sayers Rd?***

- Sheet PL 8 of Rivercamp Preliminary Plan shows a 48' ROW on Sayers Rd. northeast of the Property.
- However, Exhibit DA-8 Transportation Plan (see attached) for McCall Ranch shows a 120' ROW arterial planned for Sayers Rd. This 120' ROW is not called out on Rivercamp Preliminary Plan and the proposed roadway tying onto Sayers Rd. at McCall Ranch is not dimensioned or called out to any design standard.

***Q. Does the plan comply with XS Ranch Development Agreement?***

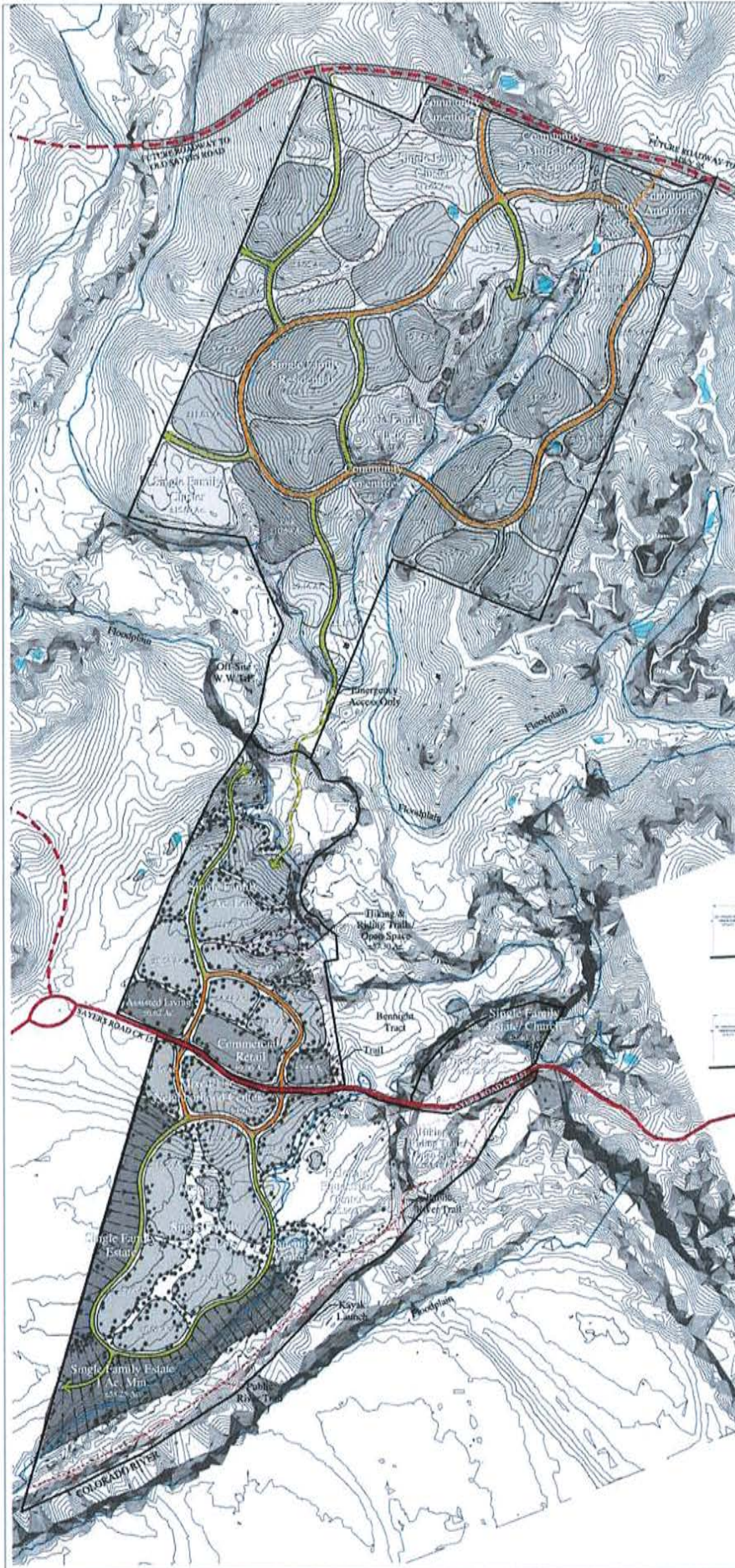
- Based on XS Ranch Land Use and Parks exhibits, and Revised XS Ranch Development Agreement dated 9.10.2014, the Rivercamp Section 1 Preliminary Plan generally complies, except for Trails and Dedicated Parkland (see items 5a and 6a below):
  1. Page 88: XS Ranch Sub Area Plan shows Land Uses

- a. Prelim Plan complies with this Plan.
2. Page 109: XS Ranch Parks and Recreation Plan shows a Potential School site North of Pond #2.
  - a. This is reflected in the Prelim Plan.
3. Clubhouse (Private amenity) required.
  - a. Provided Southwest of the Property.
4. PD-RC and PD-MU Land Uses zoned in Rivercamp as per XS Ranch Sub Area Plan exhibit.
  - a. Page 125: Land Use District Table minimum lot depths and widths. Complies with Agreement.
5. Page 109: XS Ranch Parks and Recreation Plan shows location of trails.
  - a. ***Trails are not shown and not addressed on the Prelim Plan of the Property.***
6. Page 113: A minimum of 1 Ac. Of XS Ranch Private Neighborhood Parkland shall be provided for every 289 lots at the time of Prelim Plat, as per Exhibit DA-6.1 Parks and Recreation Plan of XS Ranch Development Agreement.
  - a. ***This Land use (which is a minimum of 2.6 Ac.) is not called out on the Rivercamp Plans Land Use Summary, or shown on the Preliminary Plan sheets provided.***









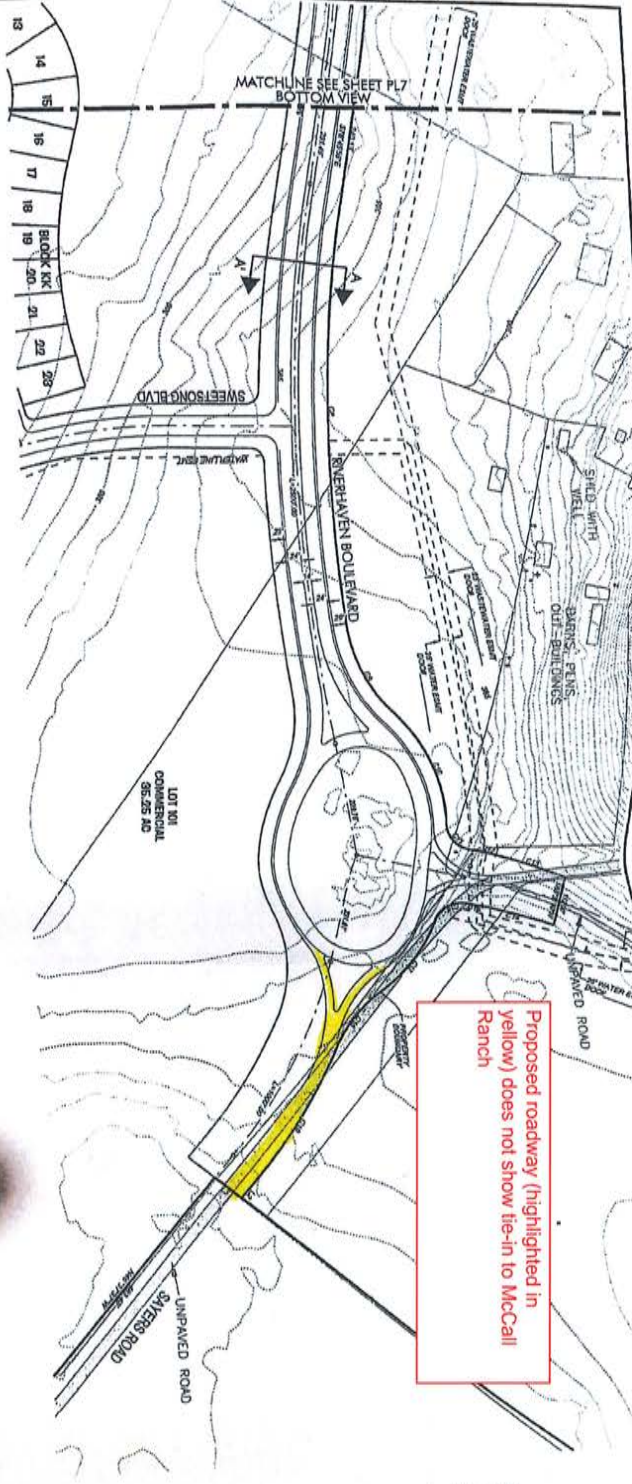
- LEGEND**
- Arterial Road (Within 120' ROW)
  - - - Minor Arterial Future Connection by Others (108' ROW)
  - Collector (80' ROW)
  - Local Residential
  - Potential Connection (Emergency Access Only)
  - Private Community Trail
  - Public River Trail

**ROAD SECTIONS**

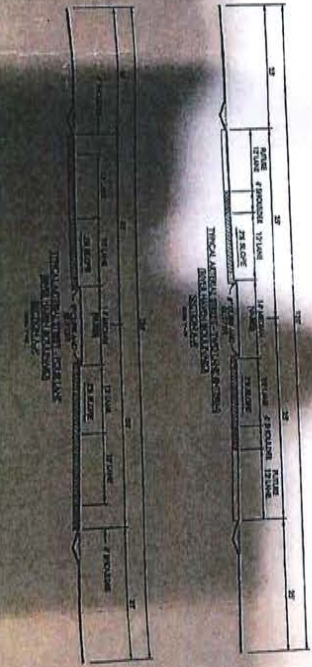
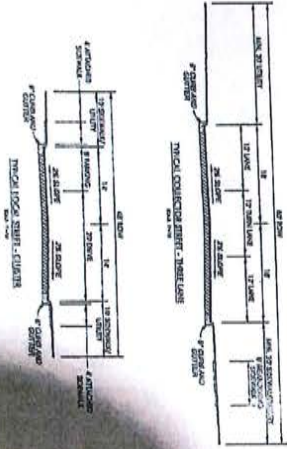


- NOTES**
1. Planning area scapings, boundaries and densities are approximate and subject to change.
  2. Land use designations within each planning area are conceptual and subject to change.
  3. Parks and Open Space acreages, and boundaries are approximate, subject to change, and shall be in compliance with the Development Agreement.
  4. McCall Ranch shall be developed in phases. Development phases may begin with either Phase 1 or Phase 2 contingent upon infrastructure and market demand. Subsequent phases will also be based on infrastructure and market demand.
  5. Residential dwelling units will be permitted in the PD-MU, so as not to exceed 1,092 dwelling units or a total of 1,280 LU's, as amended by the Development Agreement.
  6. The Colorado River Trail will be a public trail.





Proposed roadway (highlighted in yellow) does not show tie-in to McCall Ranch



NO.	REVISION	DATE

**RIVER CAMP - SECTION 1**  
**PRELIMINARY PLAN**  
 100 SCALE PRELIMINARY PLAN

**LONGARO & CLARKE**  
 Consulting Engineers  
 Land Development & Surveying Management & Water & Environmental Engineering  
 10000 1st Ave. Suite 200, Austin, Texas 78751  
 (512) 336-8800

04-12-2016

214

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: April 7, 2016

MEETING DATE: April 12, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON APPROVING AN ENGINEERING SERVICES PROPOSAL FROM BEFCO ENGINEERING FOR THE ALLEY "D" IMPROVEMENTS.

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

At the March 22, 2016 City Council meeting I reviewed with the City Council the proposed budget for the Alley "D" Improvements. I also discussed with the Council my approach to covering the cost associated with Alley "D" Improvements. At the conclusion of my review of the Alley "D" Improvements the Council instructed me to get with Mr. Gene Kruppa P.E. of BEFCO Engineering and have Mr. Kruppa prepare a "Scope of Services" proposal for the engineering and design phase of the Alley "D" Improvements. Mr. Kruppa will be present Tuesday evening to address any questions the Council may have regarding BEFCO's "Engineering Services Proposal". Also attached are two (2) version of the "Parking Layout" for Alley "D" which we reviewed at the March 22, 2016 City Council meeting. The Council will need to review these parking layouts with Mr. Kruppa Tuesday evening and provide us with some direction as to the preferred parking layout.

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: X Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Proposed Motion: A Motion to approve an "Engineering Services Proposal from BEFCO Engineering for the Alley "D" Improvements.





**BEFCO ENGINEERING, INC.**  
*Consulting Engineering/Land Surveying*  
P.O. BOX 615 485 NORTH JEFFERSON  
LA GRANGE, TEXAS 78945-0615  
979 / 968-6474 FAX 979 / 968-3056  
www.befcoengineering.com E-mail: [office@befcoengineering.com](mailto:office@befcoengineering.com)  
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

April 6, 2016

**Mr. Mike Talbot**  
**City Manager**  
**City of Bastrop**  
**P.O. Box 427**  
**Bastrop, Texas 78602**

**RE: City of Bastrop**  
**Alley D Improvements**  
**BEFCO Job No. 16-6565**

Dear Mike:

BEFCO is pleased to submit a proposal for performing engineering services associated with the Alley D improvements project, as shown on the attached drawings, in the City of Bastrop. The proposal will include the following services:

**A. Scope of Project**

- Lay new sewer line (600 feet) with manholes, services and trench protection within the parking area in Alley D;
- Lay new storm sewer line (600 feet) with inlets and junction boxes in Alley D to improve drainage; and,
- Place 3,800 square yards of concrete pavement with curbing in Alley D and paint parking spaces.

**B Design Activities**

- All work will utilize State Plane datums for horizontal and vertical control;
- BEFCO will develop plans showing existing topographic features, parking layout, water and wastewater services, manhole locations, electrical improvements, and other improvements;
- BEFCO will meet with staff to review the preliminary plans and solicit comments (3 meetings);

**C. Pre-Construction Activities**

- BEFCO will prepare contract documents for soliciting bids;
- BEFCO will conduct a pre-bid conference for the project;
- BEFCO will assist in preparation of addendums required for bidding process;
- BEFCO will conduct the bid opening and prepare bid tabulation for recommendation to the Bastrop City Council;

**D. Construction Activities**

- BEFCO will prepare the contract documents for execution by the contractor and City and conduct a pre-construction meeting;
- BEFCO will conduct periodic inspections and visit with staff regarding construction issues (8 visits);
- BEFCO will attend periodic Public Works meetings (4 meetings);
- BEFCO will review and approve monthly pay requests from the contractor;
- BEFCO will prepare and process Change Orders;
- BEFCO will perform a walk-through of the project to develop a punch list and beginning of the warranty period;
- BEFCO will finalize the project with the certificate of completion, final bill, and the affidavit that all bills have been paid by the contractor;
- BEFCO will submit to the City a set of record drawings and CD for future use;

**E. The following items are not included in this proposal:**

- Geotechnical Engineer's borings, testing and reports.
- Electrical Engineering by City's Consultant.
- Advertising for the project in the official paper.
- Resident Inspection is to be furnished by the City.



- Any outside testing, such as concrete, etc.

**F. Basis of Compensation**

Compensation for extra services performed in this Proposal shall be based on direct salary cost of personnel, plus reimbursement of direct expenses. Salary cost will be billed at the following rates:

Principal	\$120/hr
Design or Field Engineer	\$110/hr
Registered Public Land Surveyor	\$100/hr
Technician	\$90/hr
Survey Crew	\$90/hr
Three-Man Survey Crew	\$115/hr
Two-Man Survey Crew / Incl. RPLS	\$130/hr
Three-Man Survey Crew / Incl. RPLS	\$145/hr
GPS Equipment	\$35/hr
Robotic Equipment	\$10/hr
Special Services or Expenses	Cost Plus 15%
Clerical	\$45/hr

**G. The total cost for the base fee proposal is:**

Alley D Improvements — Wastewater, storm sewer, electrical and concrete pavement with curbing. See attached drawings.

Design / Surveying	\$	<b>25,000.00</b>
Pre-Construction	\$	<b>9,000.00</b>
Construction	\$	<b>12,000.00</b>
Close Out	\$	<b>5,600.00</b>
 Total	 \$	 <b><u>51,600.00</u></b>

All additional services and reimbursable expenses incurred will be billed to City of Bastrop for payment.

The total cost for the base fee proposal shall not exceed \$51,600.00, without prior approval. **Reimbursables** will be invoiced in addition to this amount. All payments are due within 30 days of receipt of invoice. City of Bastrop will be billed on a monthly basis.

## **H. Estimated Schedule and Project Budget**

It is anticipated that the **Design Phase** of this project will be completed within sixty (60) working days from the execution of this contract, depending on additional survey requirements. However, additional time may be required if approvals by the City of Bastrop or other landowners are delayed due to unforeseen circumstances.

As of the date of this Agreement, City of Bastrop's Design & Construction Project budget is **\$ 694,000**. City of Bastrop agrees to promptly notify BEFCO if City's schedule or project scope changes due to unforeseen circumstances. City of Bastrop acknowledges that significant changes to the Project schedule, budget or scope may require Additional Services of BEFCO.

## **I. Client's Responsibilities**

City of Bastrop agrees to advise BEFCO of any known or suspected contaminants at the Project site.

City of Bastrop will obtain and pay for all necessary permits from authorities having jurisdiction over the project. BEFCO will assist City of Bastrop with this obligation by completing and submitting appropriate paperwork and forms to governing authorities, if needed.

## **J. Limited Construction Phase Services**

Periodic construction inspection services will be provided by the Project Engineer to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. However, it should be noted that any concerns will be brought to the Contractor.

The City of Bastrop will provide resident inspection of this project. Construction meetings will be held on a routine basis at the City's Public Works meeting (4).

## **K. Indemnification**

City of Bastrop agrees to indemnify, defend and hold BEFCO harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by BEFCO's negligent errors or omissions.



**L. Termination**

Either City of Bastrop or BEFCO may terminate this Agreement upon seven days written notice. If terminated, City of Bastrop agrees to pay BEFCO for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

**M. Approval/Acceptance**

BEFCO proposes to perform the services listed above for \$51,600. If you have any questions, please advise. I am thanking you and the City for continued confidence and support.

**Accepted:**

**BEFCO Engineering, Inc.**

By   
**Gene Kruppa, President**

Date 4.6.16

**Accepted:**

**City of Bastrop**

By \_\_\_\_\_  
**Michael H. Talbot, City Manager**

Date \_\_\_\_\_

**CITY OF BASTROP**  
**ALLEY D RECONSTRUCTION**  
**COST ESTIMATE**

**DEMO**

\$ 20,000

**BASE**

3,800 SqYds x \$10

\$ 38,000

**PAVEMENT (8" CONCRETE)**

3,800 SqYds x \$70

\$ 266,000

**CURBING**

1,500 LF x \$15 (Conventional)

\$ 22,500

110 LF x \$20 (Laydown)

\$ 2,200

**STORM SEWER**

600' x \$75

\$ 45,000

**INLETS/JUNCTIONS**

6 x \$5,000

\$ 30,000

**SEWER**

Line 600 LF x \$40

\$ 24,000

Manhole 4 x \$7,500

\$ 30,000

Trench Protection 600 x \$2

\$ 1,200

Services 10 x \$500

\$ 5,000

**WATER**

Move Meter

\$ 500



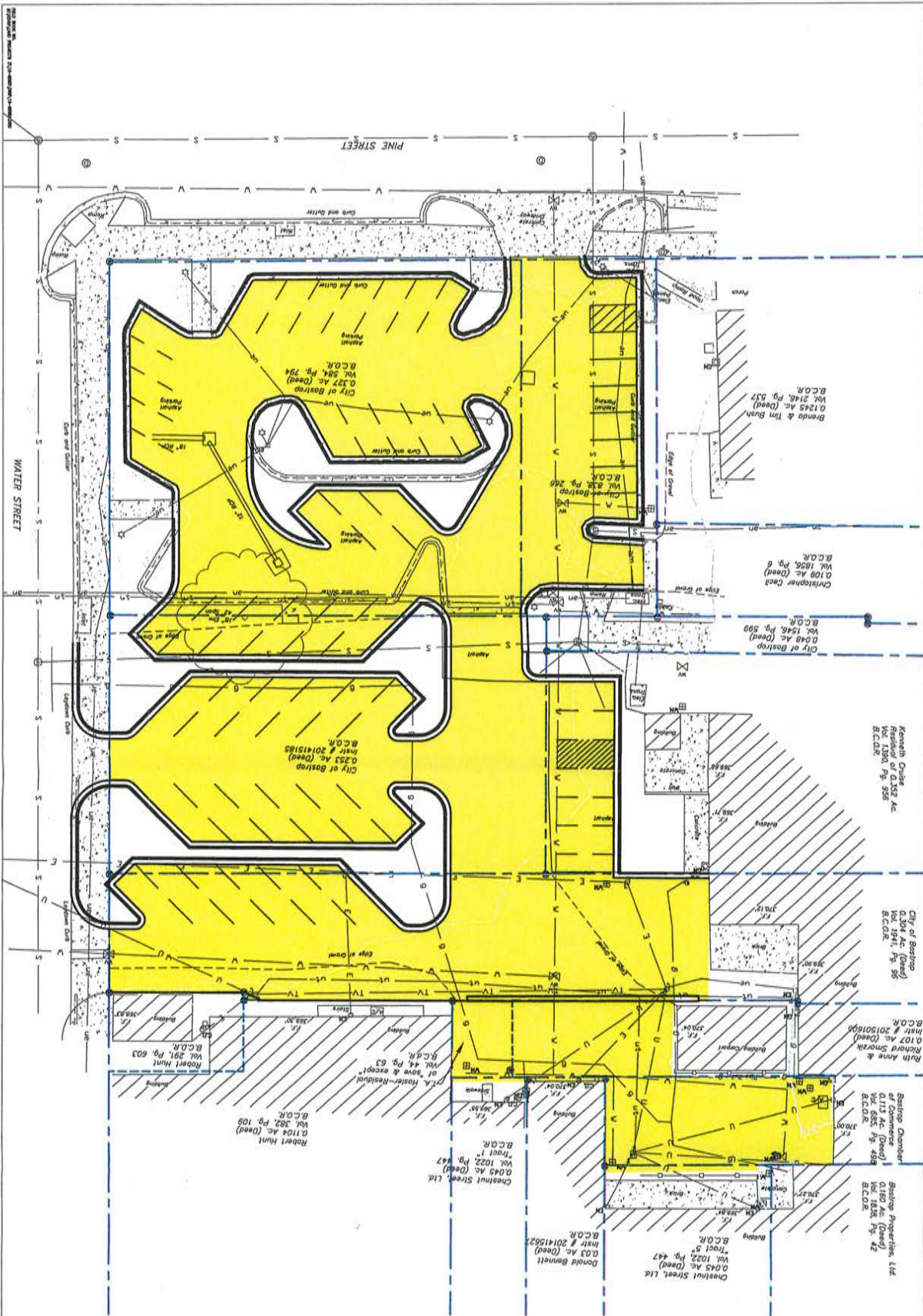
**ELECTRIC**

Upgrade and improvements to the primary and secondary electrical system.

\$ 100,000

	Subtotal	\$584,400
	Engineering/Surveying 12%	51,600
	Contingency 10%	58,000
	Total	\$694,000

\* No surveying or design work performed.



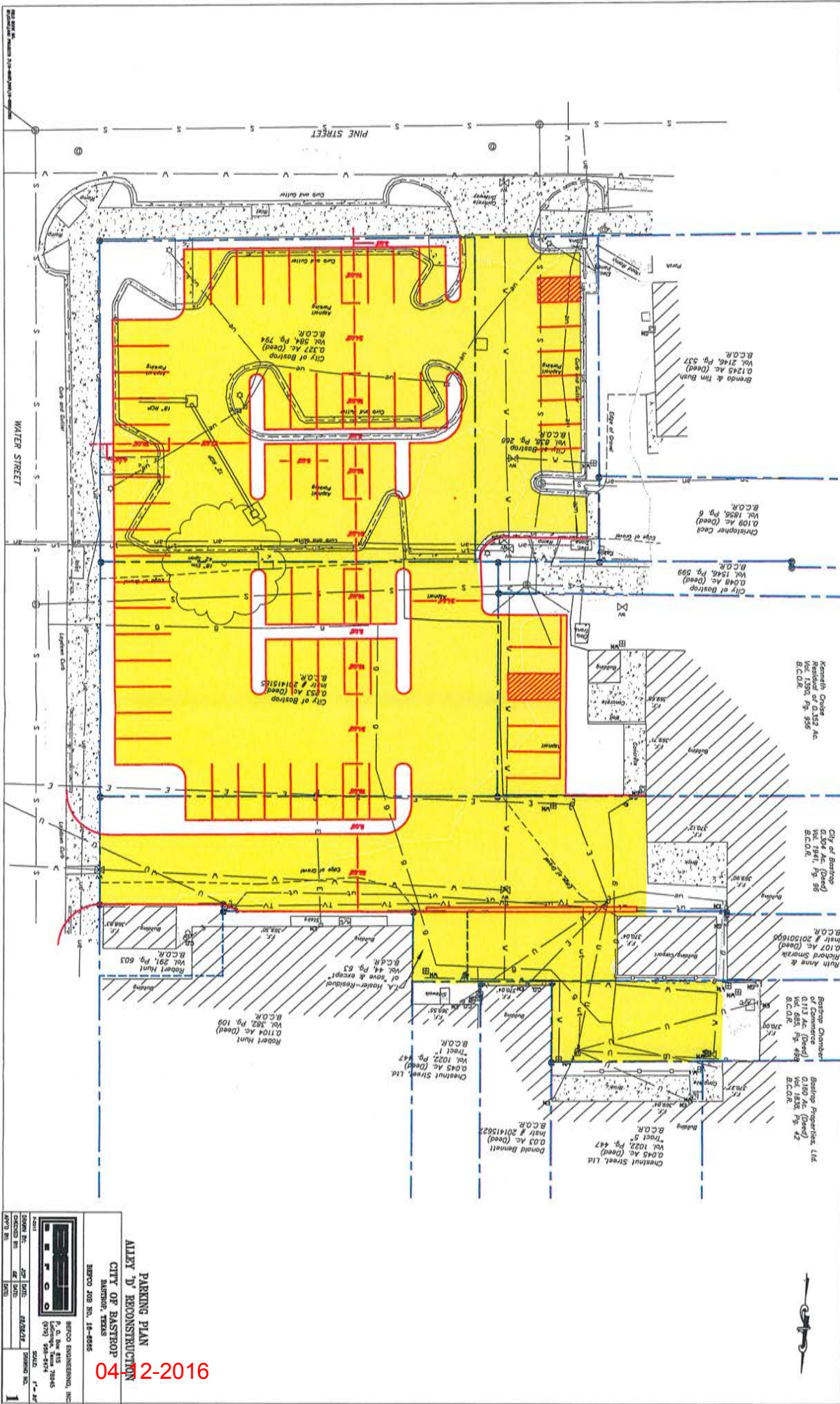
**PARKING PLAN**  
**ALLEY 'D' RECONSTRUCTION**  
**CITY OF BASTROP**  
 BASTROP, TEXAS  
 BEFO 200 30, 18-4665

BEFCO ENGINEERING, INC.  
 P.O. Box 818  
 3946  
 (504) 838-4174  
 F-1-A

DATE	BY	REVISION
04-2-2016	...	...

04-2-2016





04-2-2016

**PARKING PLAN**  
**ALLEY 'D' RECONSTRUCTION**  
**CITY OF BASTROP**  
 BASTROP, LOUISIANA  
 SURVEY JOB NO. 14-4555

SEPCO ENGINEERING, INC.  
 P. O. Box 415  
 Bastrop, LA 71302  
 (504) 368-4514  
 FAX: (504) 368-4514

DATE: 04/2/16  
 DRAWING NO.: 1