

Bastrop, TX City Council Meeting Agenda

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



May 26, 2020 at 5:00 P.M.

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

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

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

PLEASE NOTE: ANYONE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM WITH COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON May 26, 2020. SUBMITTED COMMENTS WILL BE READ ALOUD AT THE MEETING. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

1. **CALL TO ORDER – EXECUTIVE SESSION AT 5:00 P.M.**
 2. **EXECUTIVE SESSION – 1 of 2**
 - 2A. Pursuant to Texas Government Code Section 551.071 to deliberate upon, seek the legal advice of, and direct its Litigation Counsel regarding Main Street Rehabilitation Project.
 3. **Take any necessary or appropriate action on matters posted for consideration in closed/executive session.**
 4. **CALL TO ORDER - REGULAR SESSION AT 6:30 P.M.**
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5. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

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

6. INVOCATION

7. PRESENTATIONS

- 7A. Mayor's Report
- 7B. Councilmembers' Report
- 7C. City Manager's Report

8. WORK SESSION/BRIEFINGS - NONE

9. STAFF AND BOARD REPORTS

- 9A. Update on Main Street Rehabilitation Project.
- 9B. Update on review of traffic concerns on Wilson Street.
- 9C. Discuss developing a plan for the Rodeo Arena at Mayfest Park.
- 9D. Receive presentation on the unaudited Monthly Financial Report for the period ending April 30, 2020.
- 9E. Receive presentation on grant application for the Texas State Library and Archives Commission CARES grant.

10. CITIZEN COMMENTS

Anyone wishing to address the Council, must complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on May 26, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud.

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

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

11. CONSENT AGENDA

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

- 11A. Consider action to approve City Council minutes from May 12, 2020, Regular Meeting and May 18, 2020, Special Called Meeting.

12. ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider and adopt on first and final reading Ordinance No. 2020-14 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regard to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 12B. Consider action to approve Resolution No. R-2020-42, of the City Council of the City of Bastrop, Texas amending Resolution No. R-2020-16, approving the Bastrop Police Department to apply for a grant for a major/critical scene lighting system; authorizing the Interim Chief of Police as the grantee's authorized official; providing for a severability clause; and establishing an effective date.
- 12C. Consider action to approve Resolution No. R-2020-43 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant for a decontamination shelter and HAZMAT suits; authorizing the Interim Chief of Police as the Grantee's Authorized Official; providing for a severability clause; and establishing an effective date.
- 12D. Consider action to approve Ordinance No. 2020-13 of the City Council of the City of Bastrop, Texas, authorizing the issuance of City of Bastrop, Texas General Obligation Refunding Bond, Series 2020: Levying an Ad Valorem Tax in support of the bond; awarding the sale of the bond; approving a paying agent/registrar agreement and an escrow agreement; calling certain obligations for redemption; and authorizing other matters related to the issuance of the bond.
- 12E. Consider action to approve Resolution No. R-2020-45 of the City Council of the City of Bastrop, Texas authorizing payment for overhead and underground electric distribution facilities for the City of Bastrop SH 20 Elevated Storage Tank site to Bluebonnet Electric, in the amount of Seventy thousand eight hundred ninety-five dollars and thirty-four cents (\$70,895.34); authorizing the City Manager to execute any and all necessary documents; providing for a severability clause; and establishing an effective date.
- 12F. Consider action to approve funding the City's share of the Capital Area Council of Government's Air Quality Program for Fiscal Year 2021.
- 12G. Consider action to approve Resolution No. R-2020-46 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter, and establishing an effective date.

13. EXECUTIVE SESSION – 2 of 2

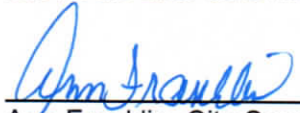
- 13A. Pursuant to Texas Government Code Section 551.071, consultation with attorney regarding legal matters involving Declaration of Local State of Disaster, Emergency Orders, and related regulatory issues.

13B. The City Council shall recess its regular session and convene into executive session as provided by Texas Government Code Section 551.071 to deliberate upon, seek the legal advice of, and direct its Litigation Counsel regarding the *Smith et. al v. City of Bastrop, et. al* lawsuit pending as Civil Action No. 1:19-cv-1054 in the U.S. District Court, Western District of Texas, Austin Division.

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

15. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, May 21, 2020 at 3:30 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 2A

TITLE:

Pursuant to Texas Government Code Section 551.071 to deliberate upon, seek the legal advice of, and direct its Litigation Counsel regarding Main Street Rehabilitation Project.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager





STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 3

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager





STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 7A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

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STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 7B

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 7C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 9A

TITLE:

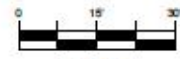
Update on Main Street Rehabilitation Project.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager

Tony Buonodono, City Engineer





Scale: 1" = 30'



FARM STREET

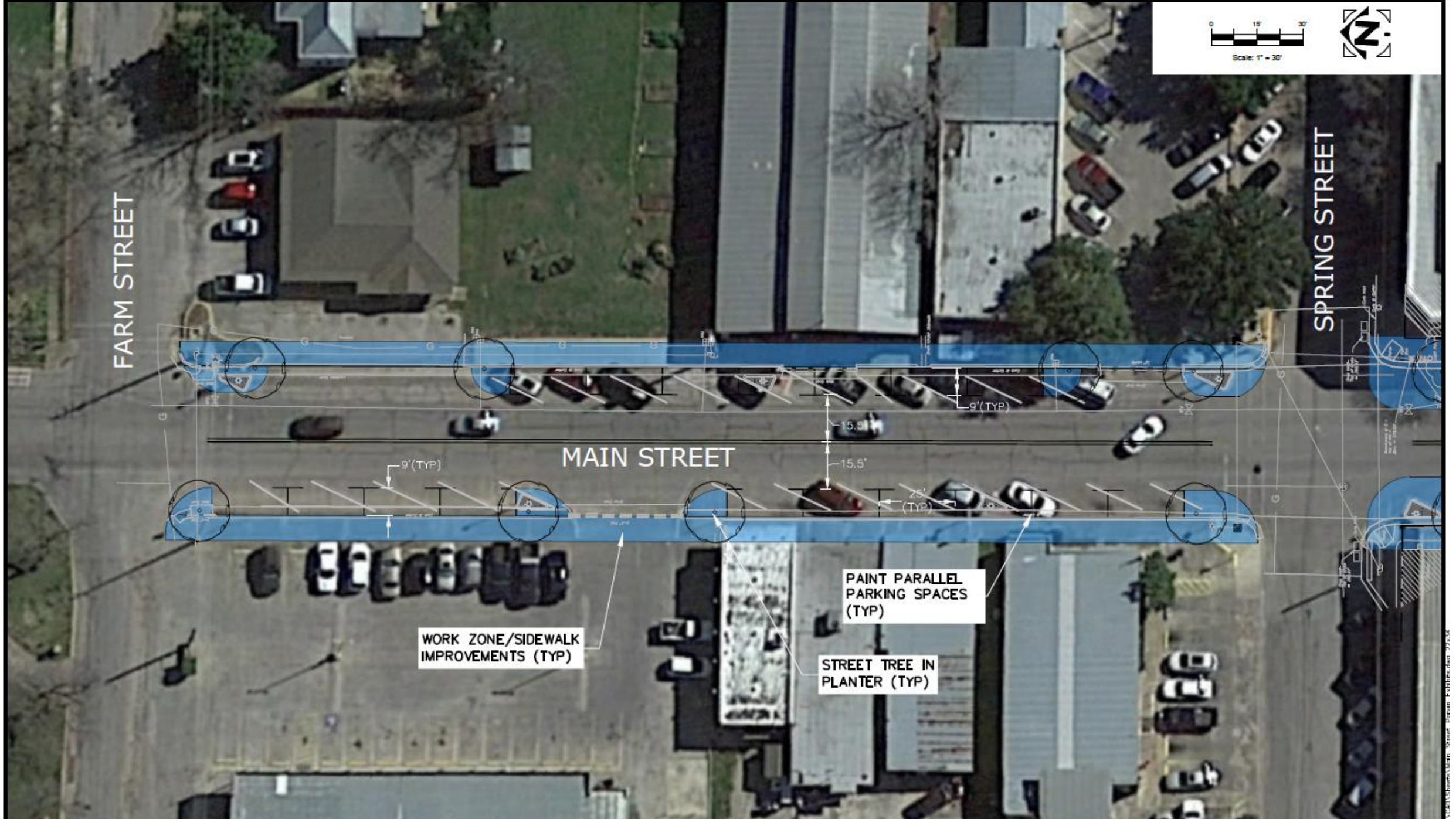
SPRING STREET

MAIN STREET

WORK ZONE/SIDEWALK IMPROVEMENTS (TYP)

PAINT PARALLEL PARKING SPACES (TYP)

STREET TREE IN PLANTER (TYP)





SPRING STREET

CHESTNUT ST

SIDEWALK
(ADA + STREETScape)

MAIN STREET

PAINT PARALLEL
PARKING SPACES
(TYP)

REMOVE AND REPLACE
INLETS AND CURB AS
DIRECTED (TYP)

STREET TREE IN
PLANTER (TYP)



CHESTNUT ST



PROPOSED BENCHES (TYP)

PINE STREET

MAIN STREET

25'
TYP

11'

9'

11'

PROPOSED TRASH CAN (TYP)

REMOVE AND REPLACE INLETS AND CURB AS DIRECTED (TYP)

STREET TREE IN PLANTER (TYP)

PAINT PARALLEL PARKING SPACES (TYP)

SIDEWALK (ADA+STREETSCAPE)

ALLEY B STREET



PINE STREET

SIDEWALK TO ROW
(ADA+STREETSCAPE)

PAINT PARALLEL
PARKING SPACES
(TYP)

PROPOSED
BENCHES (TYP)

WALNUT STREET

6' SIDEWALK
(WITH GRASS STRIP)

PROPOSED
TRASH CAN
(TYP)

INSTALL CURB
AND GUTTER,
BASE, AND
HMAC

MAIN STREET

8'
10'
10'

STREET LIGHT
(TYP)

VALLEY B STREET

STREET TREE IN
PLANTER (TYP)

SIDEWALK TO ROW
(ADA+STREETSCAPE)



AUSTIN ST

INSTALL CURB AND GUTTER, BASE, AND HMAC
PAINT PARALLEL PARKING SPACES (TYP)

PAINT PARALLEL PARKING SPACES (TYP)

PROPOSED BENCHES (TYP)

SIDEWALK TO ROW (ADA+STREETSCAPE)

6' SIDEWALK (WITH GRASS STRIP)

PROPOSED TRASH CAN (TYP)

INSTALL CURB AND GUTTER, BASE, AND HMAC

WALNUT STREET

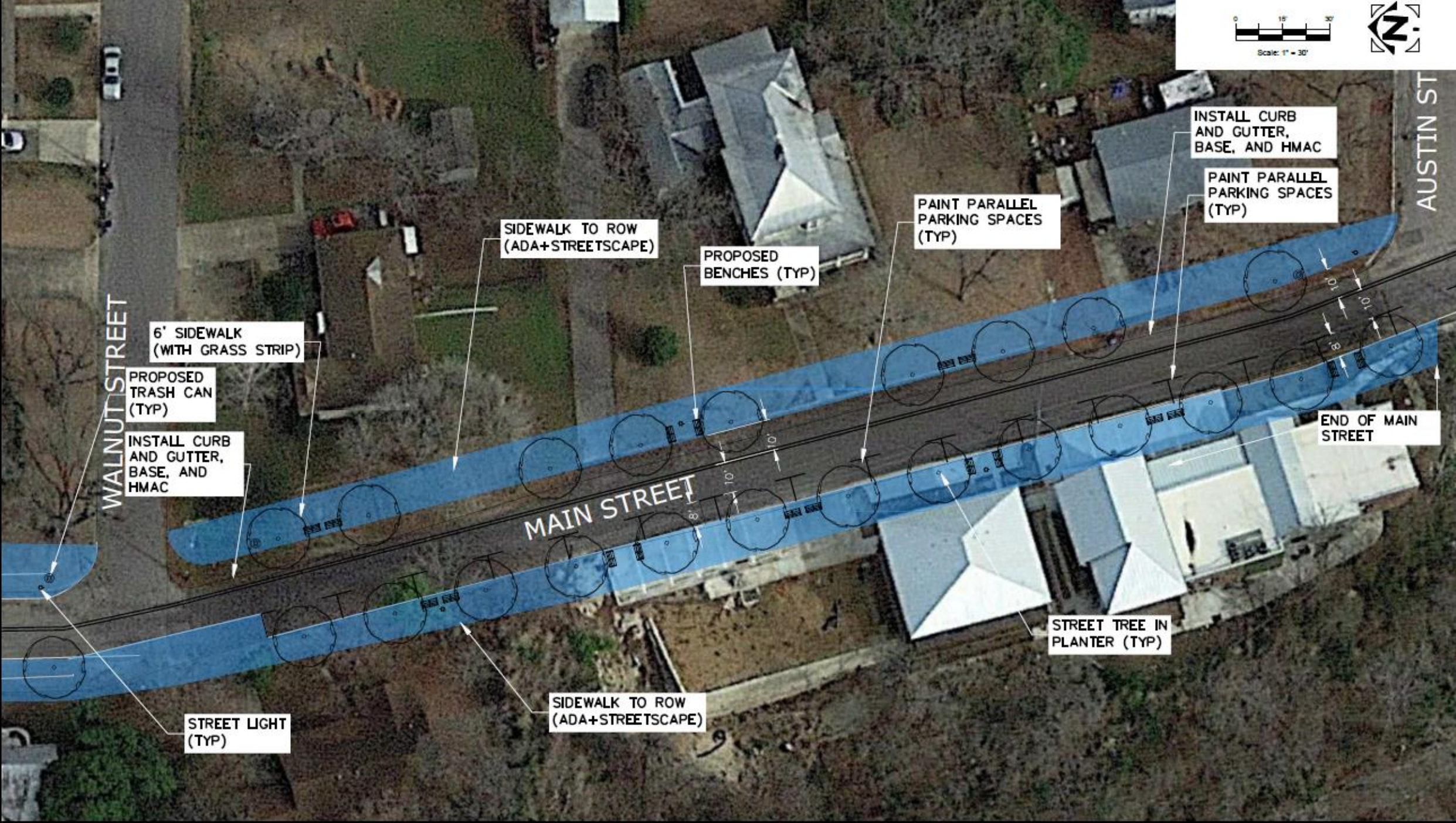
END OF MAIN STREET

STREET TREE IN PLANTER (TYP)

SIDEWALK TO ROW (ADA+STREETSCAPE)

STREET LIGHT (TYP)

MAIN STREET





AUSTIN STREET

MAIN STREET

PROPOSED BENCHES (TYP)

SIDEWALK TO ROW (ADA+STREETSCAPE)

INSTALL CURB AND GUTTER, BASE, AND HMAC

STREET TREE IN PLANTER (TYP)

STREET LIGHT (TYP)

PROPOSED TRASH CAN (TYP)

INSTALL CURB AND GUTTER, BASE, AND HMAC

PAINT PARALLEL PARKING SPACES (TYP)

INSTALL CURB AND GUTTER, BASE, AND HMAC

BEGIN RIVER LOOP TRAIL (BY OTHERS)

END OF MAIN STREET

10'
10'
8'



Scale: 1" = 30'



WATER STREET

MAIN STREET

PROPOSED BENCHES (TYP)

SIDEWALK TO ROW (ADA+STREETScape)

STREET TREE IN PLANTER (TYP)

PROPOSED TRASH CAN (TYP)

STREET LIGHT (TYP)

INSTALL CURB AND GUTTER, BASE, AND HMAC

AUSTIN STREET









STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 9B

TITLE:

Update on review of traffic concerns on Wilson Street.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager





STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 9C

TITLE: Discuss developing a plan for the Rodeo Arena at Mayfest Park

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop entered into a fifty-year lease with the Bastrop Homecoming Committee, Inc. on or about December 1, 1997 and set to expire in November 2047. The arena had fallen into disrepair and the volunteer organizations were unable to continue the maintenance of the arena. Approximately in 2014-2015 a request was made to City Council to take over the maintenance and operations of the rodeo arena. The Bastrop City Council agreed and in 2015 the original agreement was rescinded and revoked, and at that time the City of Bastrop Parks dept. then took over the operations and maintenance of the rodeo grounds.

In FY 15-16 the Park Crews began repair on the concession stand, announcer's booth, the arena, and begin ordering equipment needed for rodeo operations. A new arena groomer, tractor and used water truck was purchased.

While the repairs were being made during FY 15-16 the Bastrop City Council worked with Senator Watson to have a House Bill (HB3615) passed that would allow HOT funds to be spent on construction and improvement of recreational venues (including Rodeos) to promote tourism. Now that a funding source was identified the City to developed a concept plan for Mayfest Park.

As part of the plan staff met with local rodeo enthusiast and a few experts that designed and built rodeo arenas across the state. We also hired MWM Design to meet with the all of the surrounding regional rodeo arenas. Previous councilmembers also had discussions with representatives of the Hyatt and Visit Bastrop Director Dale Lockett. After all of the research was completed it was determined that the rodeo area as it is today would not be truly successful unless it could be designed to as an event venue.

The attached Rodeo Grounds Concept Plan was completed in February 2017. However, this concept plan was never funded and previous city leadership decided to wait for the current lease to expire and bring it back to the policy makers at that time. Now that the agreement is set to expire it is time to have a policy discussion about the future of the Mayfest Park and the Bastrop Rodeo Arena.

ATTACHMENTS:

- Lease agreement
- List of repairs & equipment
- Rodeo Grounds Concept Plan

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

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

ARTICLE 1. THE LEASED PREMISES

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

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

("Leased Premises")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. BEER VENDING/SERVING ON THE LEASED PREMISES

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

ARTICLE 5. RIGHT FOR FUTURE LEASE

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

ARTICLE 6. MISCELLANEOUS PROVISIONS

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

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

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

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

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

Homecoming Committee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

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

HOMECOMING COMMITTEE:

By: Tanya Mathison
Tanya Mathison, President

Date: June 19, 2015

ATTEST:

Traci Chavez

Traci Chavez, Interim City Secretary

APPROVED BY:

CITY OF BASTROP, TEXAS

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

Date: June 8, 2015

ATTEST:

Traci Chavez

Traci Chavez, Interim City Secretary

EXHIBIT A

Bastrop Homecoming
Committee

LEASE AGREEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF BASTROP

§

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

ARTICLE 1. PREMISES

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

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

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

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

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

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

ARTICLE 2. TERM

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

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

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

ARTICLE 3. RENT AND CONSIDERATION

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

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

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

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

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

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

ARTICLE 4. REPAIRS AND MAINTENANCE

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

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

ARTICLE 5. INSURANCE AND INDEMNITY

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

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

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

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

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

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

ARTICLE 6. ASSIGNMENT, SUBLEASE AND ENCUMBRANCES

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

ARTICLE 7. DEFAULT BY TENANT

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

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

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

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

ARTICLE 8. LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE

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

ARTICLE 9. MISCELLANEOUS

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

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

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

a. Notice to Lessor:

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

b. Notice to Lessee:

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

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

Telephone: (512) 321-3917

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

CITY OF BASTROP

BY:


MAYOR DAVID LOCK

ATTEST:


HEATHER AMBROSE, City Secretary

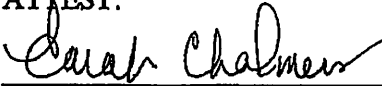
LESSEE:

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

BY:


TITLE: Chairman

ATTEST:


Corporate Secretary For
Bastrop Homecoming Committee, Inc.

JAMES E. GARON & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

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

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

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

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

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

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

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

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

Surveyed by:


James E. Garon
Registered Professional Land Surveyor
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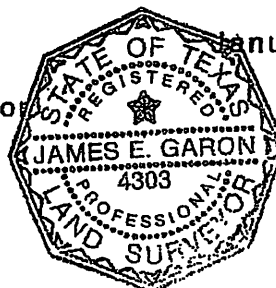


EXHIBIT B

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

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

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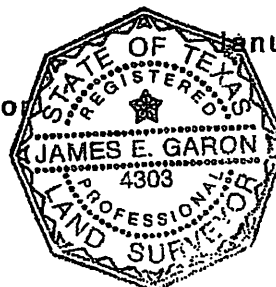
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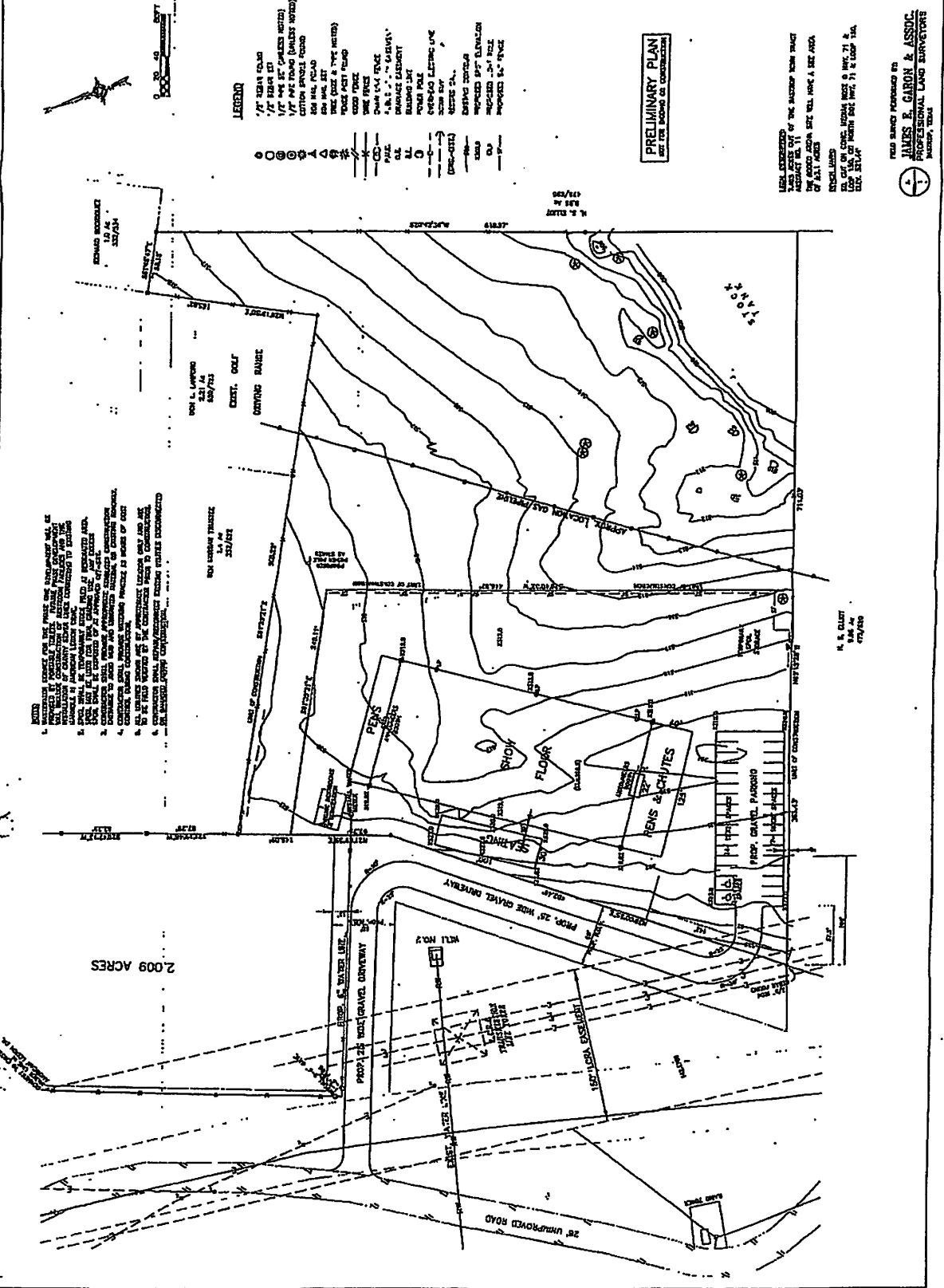
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Surveyed by:


James E. Garon
Registered Professional Land Surveyor
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NOTES:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
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 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

LEGEND
 1. 1" = 10' HORIZONTAL SCALE
 2. 1" = 10' VERTICAL SCALE
 3. 1" = 10' HORIZONTAL SCALE
 4. 1" = 10' VERTICAL SCALE
 5. 1" = 10' HORIZONTAL SCALE
 6. 1" = 10' VERTICAL SCALE
 7. 1" = 10' HORIZONTAL SCALE
 8. 1" = 10' VERTICAL SCALE
 9. 1" = 10' HORIZONTAL SCALE
 10. 1" = 10' VERTICAL SCALE

PRELIMINARY PLAN
 SEE FOR RECORD OF CONSTRUCTION

LEGAL DESCRIPTION:
 PART OF THE EASTROP TOWN TRACT
 AS SHOWN ON THE PLAT OF THE
 EASTROP TOWN TRACT, SEC. 10, T. 12 N.,
 R. 10 E., S. 10 E., BASTROP COUNTY,
 TEXAS.

PREPARED BY:
JAMES E. GARDIN & ASSOC.
 PROFESSIONAL LAND SURVEYORS
 AUSTIN, TEXAS

EXHIBIT C



MAYFEST PARK

EXHIBIT D



Image courtesy of Microsoft Corporation. For more information, visit www.microsoft.com.

Mayfest Park Rodeo Arena

Improvements FY 2015-16 Update

Concession Stand:

- Removed all fixtures and replaced with new fixtures.
- Removed all appliances and replaced with new ones.
- Decked one side of the concession stand interior
- Painted one side of the concession stand

Rodeo Arena Announcer's Booth:

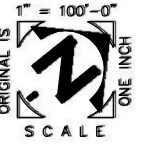
- Fixed trim
- Painted the interior
- Hung new mini blinds
- Replaced old window unit air conditioner

Rodeo Arena:

- Continued maintenance of the arena dirt
- Re-grade inside of arena to remove low areas
- Repaired all bucking shoot doors/panels
- Repaired minor fence damage – patches, hanging poles, etc.

Rodeo Arena Equipment:

- Tractor is on order – Should be here by the end of May.
- New arena drag (black widow) is in use.
- Ordered 12 new stock panels.
- Water troughs are in stock pens.
- New trash barrels and barrel racing barrels are on site.



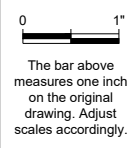
PROJECT DATA		
ARENA	75,000	SF
ARENA CAPACITY	1,800	SEATS (APPROX)
STABLE / BARN	35,000	SF (200 STALLS)
SHOW BARN	24,500	SF
STEER BARN	9,800	SF
PRACTICE ARENA	24,000	SF
RODEO PARKING	450	SPACES (APPROX)
RV PARKING	120	SPACES (APPROX)
COUNTY OFFICE	12,000	SF
COUNTY PARKING	158	SPACES
MAYFEST PARK	2	ACRES
RODEO GROUNDS	24	ACRES



305 East Huntland Drive
Suite 200
Austin, Texas 78752
p: 512.453.0767
f: 512.453.1734

TBAE FIRM REGISTRATION NO.: 1452
TBPE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY



PARK AND RODEO CONCEPTUAL PLAN

MAYFEST PARK
BASTROP, TX 78602

PLOTTED: 2/21/2017
JOB NO: 345-02



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 9D

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending April 30, 2020.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

REVENUE

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

EXPENDITURES

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

POLICY EXPLANATION:

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

FUNDING SOURCE:

N/A

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending April 30, 2020

CITY OF BASTROP

Comprehensive Monthly Financial Report
April 2020



Performance at a Glance as of April 30, 2020



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

ECONOMIC INDICATORS	April 30, 2020— NEWS FOR YOU
ECONOMY	
<p><u>National:</u> ↓ Real gross domestic product (GDP) decreased at an annual rate of 4.8% in the 1st quarter of 2020. This is down from 2.1% from 4th quarter 2019. The personal income decreased by 2% in Mar. 2020. (All of these reported by the Bureau of Economic Analysis.)</p> <p><u>Texas Retail Sales Index:</u> ↓ Down to -78.60 in Apr. 2020 from -60.0 in Mar. 2020.</p> <p><u>Texas Leading Index:</u> ↓ This index is a single summary statistic that sheds light on the future of the state's economy. The index is a composition of eight leading indicators. The index is at 111.76 in Feb. 2020, down from 126.44 Feb. 2020 and down from one year ago. This is an 11% decrease in one month.</p>	<p>Attached is the Comprehensive Monthly Financial report for April 2020. This is 6 months of FY2020, or 58% of the fiscal year is complete.</p> <p><u>Revenues:</u> Overall, the City has earned \$29,898,117. This amount is 63% of the approved budget of \$47,438,367 and is .2% higher than the amount forecasted through the month of April.</p> <p><u>Expense:</u> Overall, the City has spent 3.4% less than forecasted.</p>
UNEMPLOYMENT	Noteworthy
<p><u>State-wide:</u> ↓ The state unemployment is 4.7% in Mar. 2020 which is up from 2.5 in Feb. 2020.</p> <p><u>Bastrop:</u> ↓ Bastrop County has an unemployment rate of 3.9% in Mar. 2020 which is up from 2.9% in Feb. 2020.</p>	N/A

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2020 Budget</u>	<u>FY2020 Forecast</u>	<u>FY2020 YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 12,036,770	\$ 8,434,470	\$ 8,462,880	0.3%
Designated	59,710	31,206	42,524	36.3%
Innovation	77,000	8,880	27,885	214.0%
Street Maintenance	248,000	159,833	166,049	3.9%
Debt Service	2,787,826	2,494,936	2,497,244	0.1%
Water/Wastewater	6,214,823	3,248,059	3,379,923	4.1%
Water/Wastewater Debt	1,900,885	761,396	764,980	0.5%
Water/Wastewater Capital Proj	3,070,000	2,631,168	2,634,323	0.1%
Impact Fees	420,850	240,496	378,879	57.5%
Vehicle & Equipment Replacement	461,692	300,570	274,554	-8.7%
Electric	7,126,562	3,464,021	3,370,940	-2.7%
HOT Tax Fund	3,708,456	1,980,753	1,725,131	-12.9%
Library Board	20,550	11,271	15,722	39.5%
Cemetery	106,250	52,496	26,026	-50.4%
Capital Bond Projects	3,349,644	2,849,376	2,935,253	3.0%
Grant Fund	2,863,125	188,000	187,703	-0.2%
Park/Trail Land Dedicaiton	1,000	583	1,316	125.7%
Hunter's Crossing PID	2,985,224	2,985,224	3,006,785	0.7%
TOTAL REVENUES	\$ 47,438,367	\$ 29,842,738	\$ 29,898,117	0.2%

POSITIVE

WARNING

NEGATIVE

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

= Negative variance of 1-5% compared to forecast

= Negative variance of >5% compared to forecast

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2020 Budget</u>	<u>FY2020 Forecast</u>	<u>FY2020 YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 12,036,769	\$ 6,744,904	\$ 6,644,930	-1.5%
Designated	471,950	9,683	5,409	-44.1%
Innovation	918,068	554,400	379,872	-31.5%
Street Maintenance	1,285,345	699,000	699,367	0.1%
Debt Service	2,790,559	658,211	652,087	-0.9%
Water/Wastewater	6,182,902	3,403,473	3,169,836	-6.9%
Water/Wastewater Debt	3,870,887	2,408,492	2,408,493	0.0%
Water/Wastewater Capital Proj.	4,614,323	1,821,182	1,801,484	-1.1%
Impact Fees	732,691	32,150	31,550	-1.9%
Vehicle & Equipment Replacement	356,500	271,611	96,376	-64.5%
Electric	7,714,148	3,975,076	3,762,125	-5.4%
HOT Tax Fund	4,215,966	2,942,172	2,825,250	-4.0%
Library Board	23,453	13,681	1,872	-86.3%
Park Dedication	100,000	-	-	0.0%
Cemetery	118,429	63,842	58,611	-8.2%
Hunter's Crossing PID	3,395,969	3,353,407	3,359,024	0.2%
Capital Projects (Bond)	8,859,185	3,706,447	3,721,939	0.4%
Grant Fund	2,863,125	263,506	265,418	0.7%
TOTAL EXPENSES	\$ 60,550,269	\$ 30,921,237	\$ 29,883,643	-3.4%
Surplus/(Shortfall)	\$ (13,111,902)	\$ (1,078,499)	\$ 14,474	-101.3%

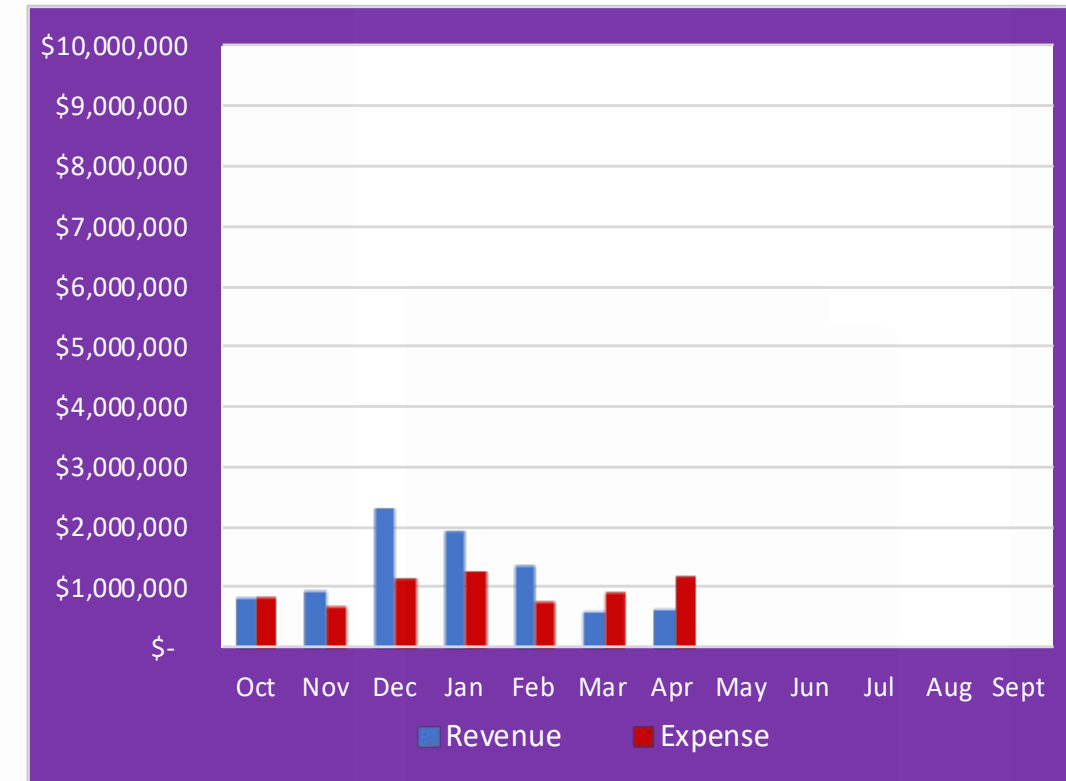
POSITIVE
WARNING
NEGATIVE

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

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	\$ 793,594	\$ 824,583	\$ (30,989)
Nov	927,420	679,143	\$ 248,277
Dec	2,283,803	1,114,692	\$ 1,169,111
Jan	1,909,225	1,238,537	\$ 670,688
Feb	1,341,319	744,351	\$ 596,968
Mar	571,335	897,254	\$ (325,919)
Apr	636,183	1,146,370	\$ (510,187)
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 8,462,879	\$ 6,644,930	\$ 1,817,949
Cumulative Forecast	\$ 8,434,470	\$ 6,744,904	\$ 1,689,566
Actual to Forecast \$	\$ 28,409	\$ 99,974	\$ 128,383
Actual to Forecast %	0.34%	1.48%	1.82%



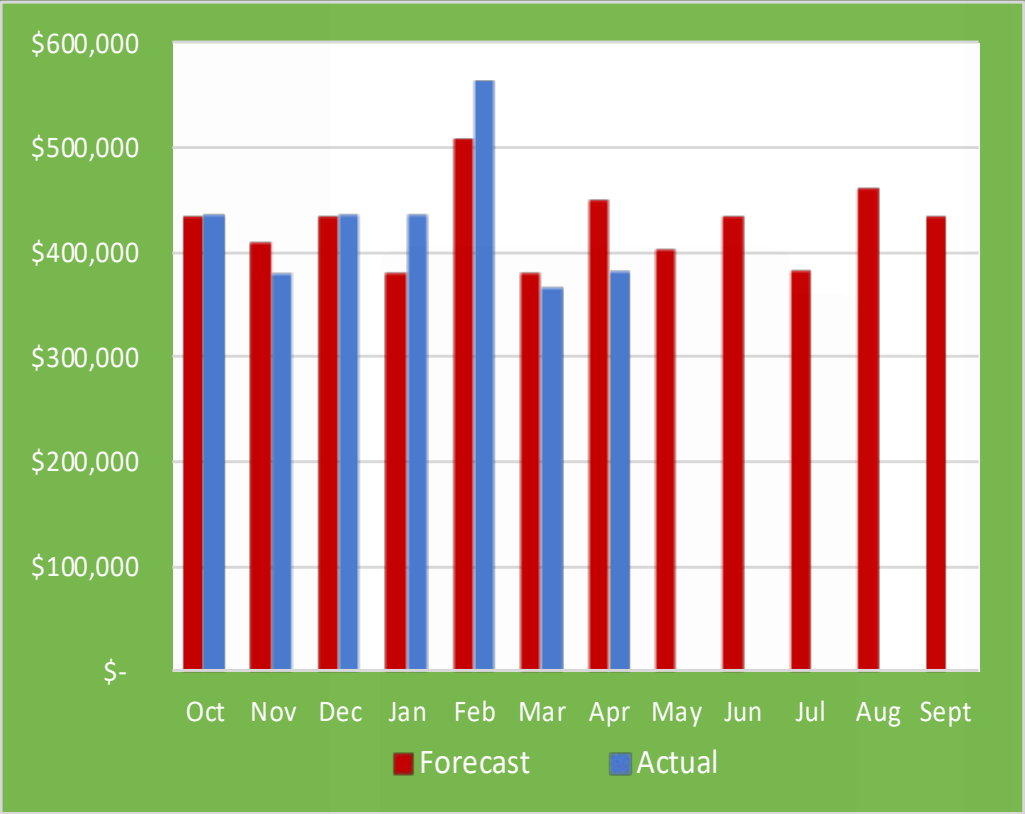
POSITIVE

Cumulatively overall, the General Fund is positive of forecasted by almost 2%. There are several employee vacancies that are attributing to the positive expense variance.

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 432,174	\$ 434,511	\$ 2,337
Nov	406,752	378,114	\$ (28,638)
Dec	432,174	434,387	\$ 2,213
Jan	379,029	434,307	\$ 55,278
Feb	505,312	562,560	\$ 57,248
Mar	376,892	364,760	\$ (12,132)
Apr	448,102	379,155	\$ (68,947)
May	400,691		\$ -
Jun	432,174		\$ -
Jul	381,330		\$ -
Aug	457,596		\$ -
Sept	432,174		\$ -
Total	\$ 5,084,400	\$ 2,987,794	\$ 7,359
Cumulative Forecast	\$ 2,980,435		
Actual to Forecast	\$ 7,359	0.2%	

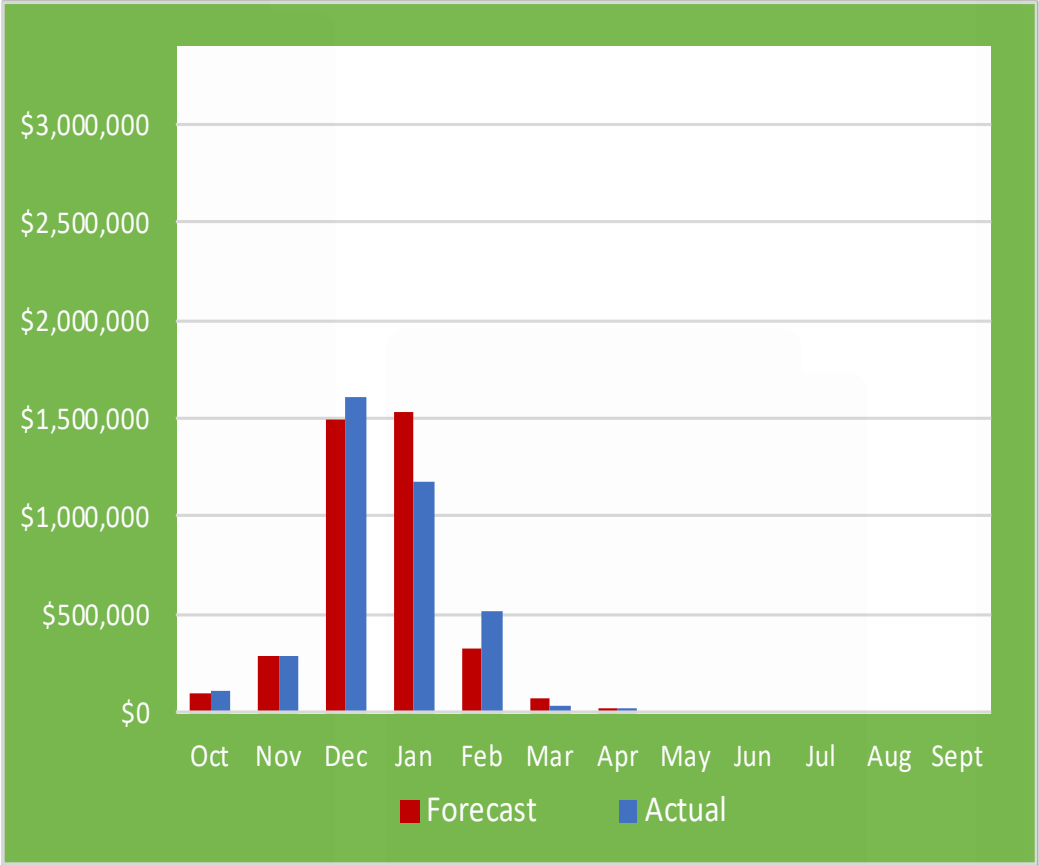


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is less than 1% greater than forecasted. Based on the March tax allocation I have left the original forecasted amounts and will monitor the differences each month to determine if an adjustment is necessary.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 96,182	\$ 110,455	\$ 14,273
Nov	292,365	288,604	\$ (3,761)
Dec	1,500,445	1,610,759	\$ 110,314
Jan	1,538,918	1,175,352	\$ (363,566)
Feb	323,202	516,287	\$ 193,085
Mar	76,946	29,067	\$ (47,879)
Apr	19,236	20,390	\$ 1,154
May	-		
Jun	-		
Jul	-		
Aug	-		
Sept	-		
Total	\$ 3,847,294	\$ 3,750,914	\$ (96,380)
Cumulative Forecast	\$ 3,847,294		
Actual to Forecast	\$ (96,380)	-2.51%	



WARNING

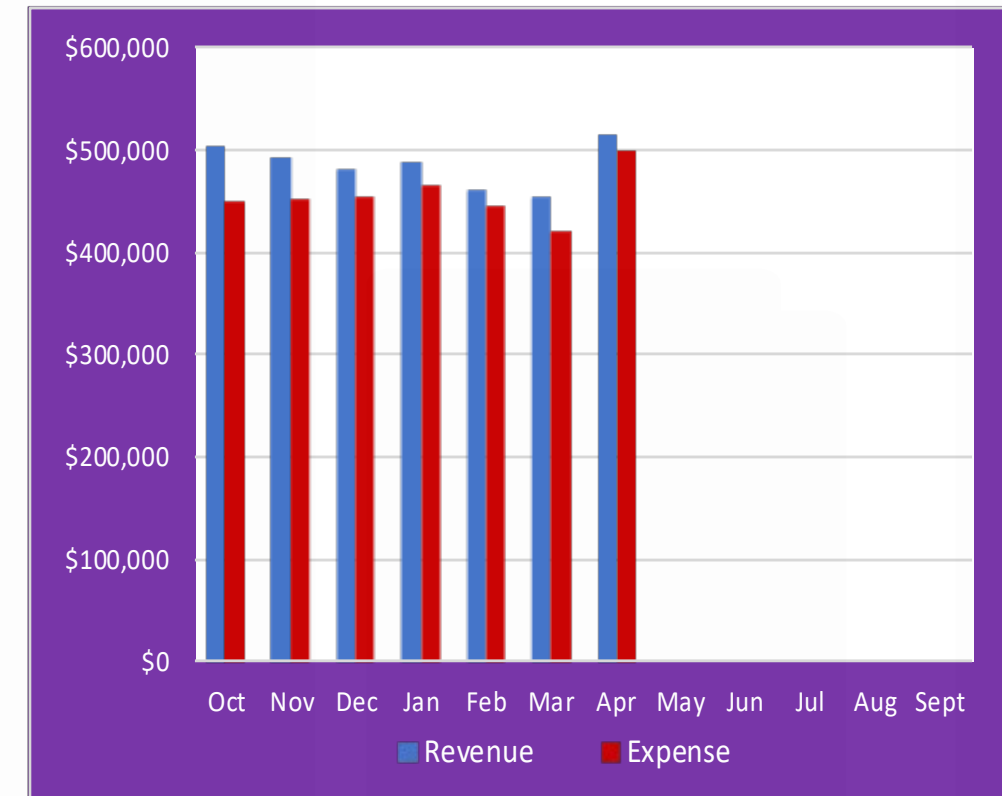
Property tax represents 31% of the total General Fund revenue budget. The actual is short the forecast by 2.5%. We have consistently had a 99% collection rate. The City received a supplemental report for Tax Year 2019 in April and it reflected a large decrease in the taxable valuation amount from the certified amounts received in July of 2019. **Due to this decrease it is not likely that we will collect the total amount budgeted.**

COMPREHENSIVE MONTHLY FINANCIAL REPORT – April 2020

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 501,916	\$ 447,250	\$ 54,666
Nov	490,855	449,305	\$ 41,550
Dec	478,735	452,449	\$ 26,286
Jan	485,721	463,689	\$ 22,032
Feb	458,214	442,619	\$ 15,595
Mar	452,776	418,358	\$ 34,418
Apr	511,706	496,165	\$ 15,541
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 3,379,923	\$ 3,169,835	\$ 210,088
Cumulative Forecast	\$ 3,248,059	\$ 3,403,473	\$ (155,414)
Actual to Forecast \$	\$ 131,864	\$ 233,638	\$ 365,502
Actual to Forecast %	4.06%	6.86%	10.92%



POSITIVE

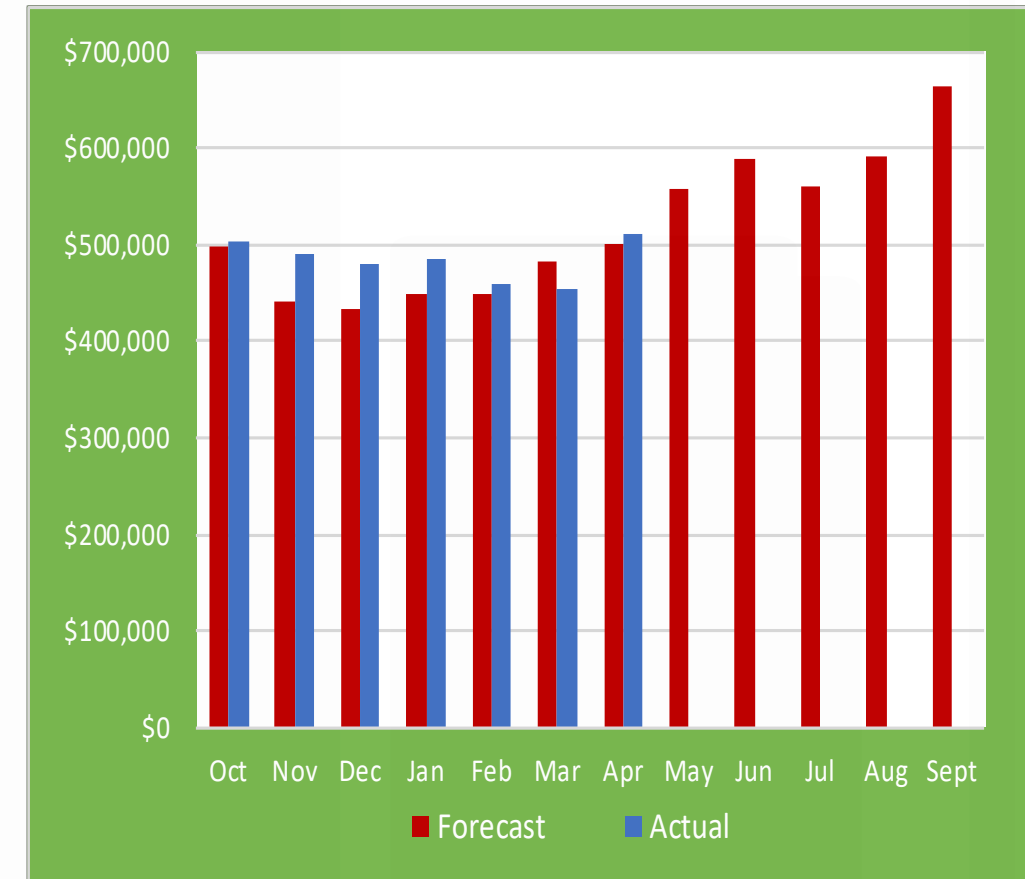
Water and wastewater fund is almost 11% net positive. There are several vacant positions in this fund and revenue is coming in higher than forecasted.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – April 2020

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 497,087	\$ 501,916	\$ 4,829
Nov	439,890	490,855	\$ 50,965
Dec	433,509	478,735	\$ 45,226
Jan	447,943	485,721	\$ 37,778
Feb	449,890	458,214	\$ 8,324
Mar	482,653	452,776	\$ (29,877)
Apr	500,346	511,706	\$ 11,360
May	558,717		
Jun	589,533		
Jul	560,665		
Aug	591,480		
Sept	663,111		
Total	\$ 6,214,824	\$ 3,379,923	\$ 128,605
Cumulative Forecast	\$ 3,251,318		
Actual to Forecast	\$ 128,605	3.96%	



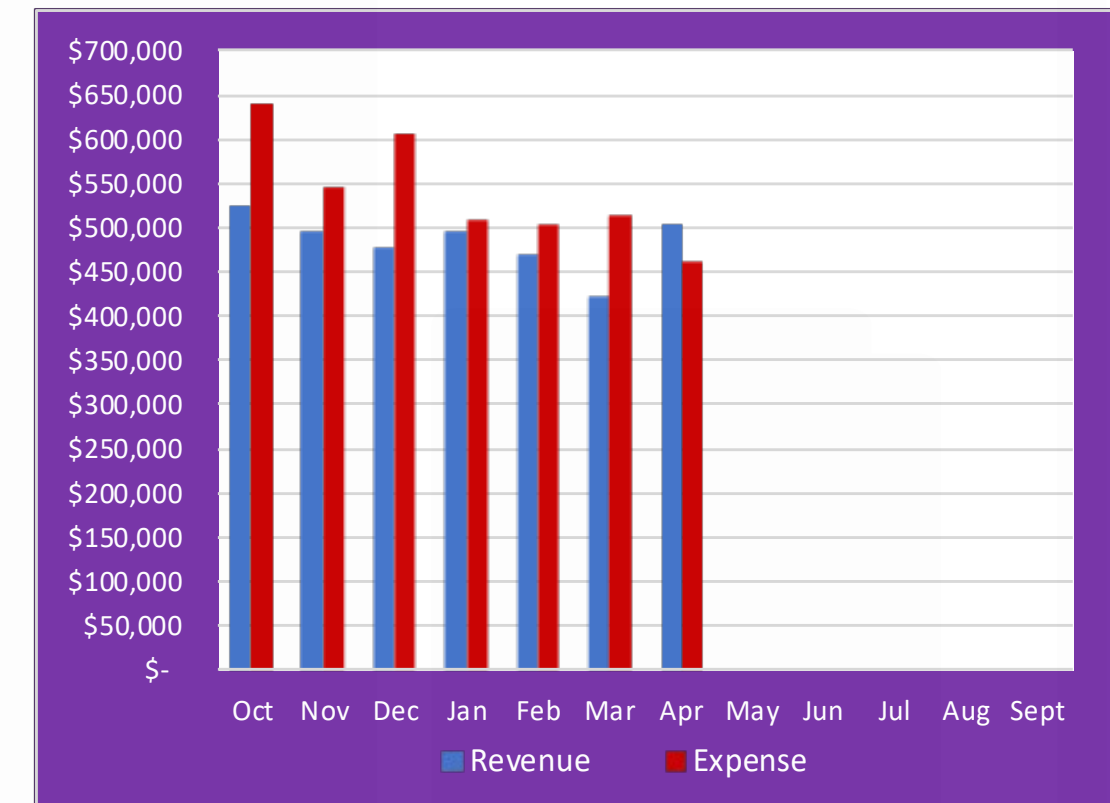
POSITIVE

The water and wastewater actual revenue is higher than forecast by 4%. There were 13 new meters set this month 11 residential and 2 commercial.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 520,687	\$ 637,713	\$ (117,026)
Nov	493,894	541,649	\$ (47,755)
Dec	475,356	604,251	\$ (128,895)
Jan	493,218	507,590	\$ (14,372)
Feb	467,516	501,834	\$ (34,318)
Mar	419,164	510,512	\$ (91,348)
Apr	501,106	458,575	\$ 42,531
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 3,370,941	\$ 3,762,124	\$ (391,183)
Cumulative Forecast	\$ 3,464,021	\$ 3,975,076	\$ (511,055)
Actual to Forecast \$	\$ (93,080)	\$ 212,952	\$ 119,872
Actual to Forecast %	-2.69%	5.36%	2.67%



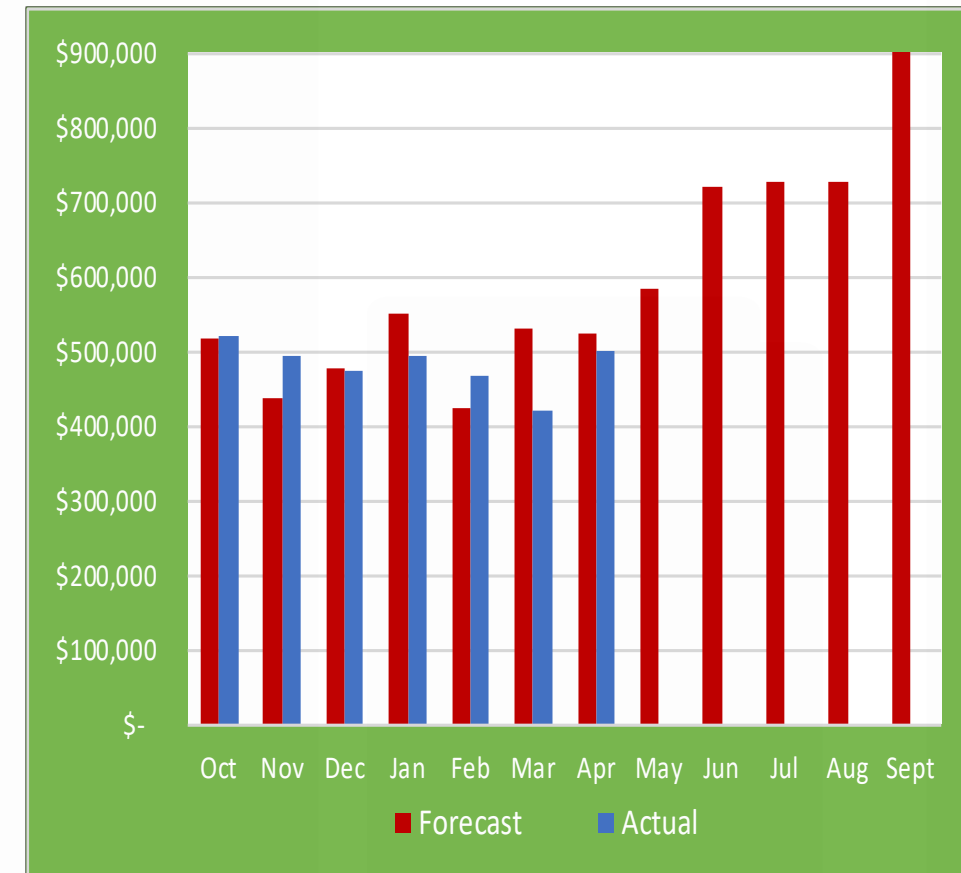
POSITIVE

The Electric utility fund is over 2.5% net positive actual to forecast. The expense is higher in October due to budgeted annual transfers that were processed during this month. This budget was approved with expenditures exceeding revenues to utilize available fund balance for capital projects and special projects. Most of these projects have been put on hold due to COVID-19.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 517,966	\$ 520,687	\$ 2,721
Nov	435,450	493,894	\$ 58,444
Dec	477,708	475,356	\$ (2,352)
Jan	551,515	493,218	\$ (58,297)
Feb	425,321	467,516	\$ 42,195
Mar	531,386	419,164	\$ (112,222)
Apr	524,676	501,106	\$ (23,570)
May	585,063		
Jun	719,257		
Jul	725,966		
Aug	725,966		
Sept	906,288		
Total	\$ 7,126,562	\$ 3,370,941	\$ (93,081)
Cumulative Forecast	\$ 3,464,022		
Actual to Forecast	\$ (93,081)		-2.69%



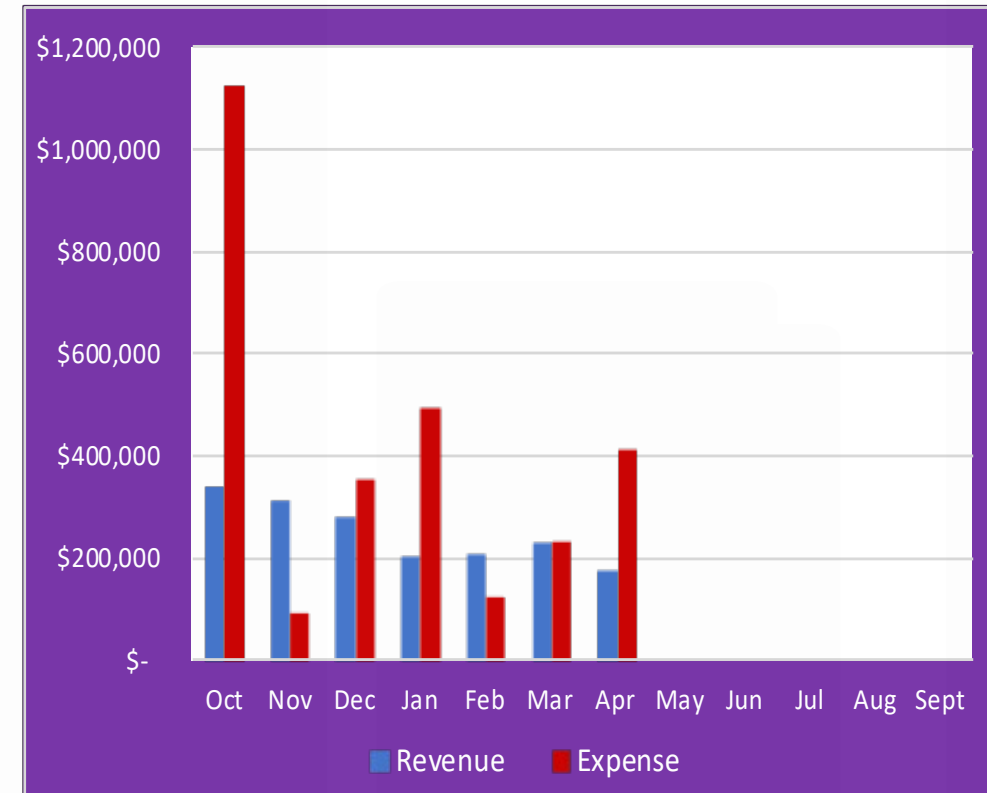
WARNING

The Electric utility revenue is short of forecast by over 2.5%. There were 4 new residential meter sets this month and 1 commercial. There are several factors for this shortfall. LCRA applied a credit to the power bill that is now being passed through to the customers, creating a lower billed amount than previously forecasted. Also, extension fee revenue is well below forecasted amount.

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 332,664	\$ 1,120,211	\$ (787,548)
Nov	310,199	92,618	\$ 217,581
Dec	276,054	354,093	\$ (78,039)
Jan	199,844	489,461	\$ (289,617)
Feb	203,616	125,811	\$ 77,805
Mar	228,663	230,499	\$ (1,836)
Apr	174,091	412,556	\$ (238,465)
May			
Jun			
Jul			
Aug			
Sept			
Total	\$ 1,725,131	\$ 2,825,249	\$ (1,100,119)
Cumulative Forecast	\$ 1,980,753	\$ 2,942,172	\$ (961,419)
Actual to Forecast \$	\$ (255,623)	\$ 116,923	\$ (138,700)
Actual to Forecast %	-12.91%	3.97%	-8.93%



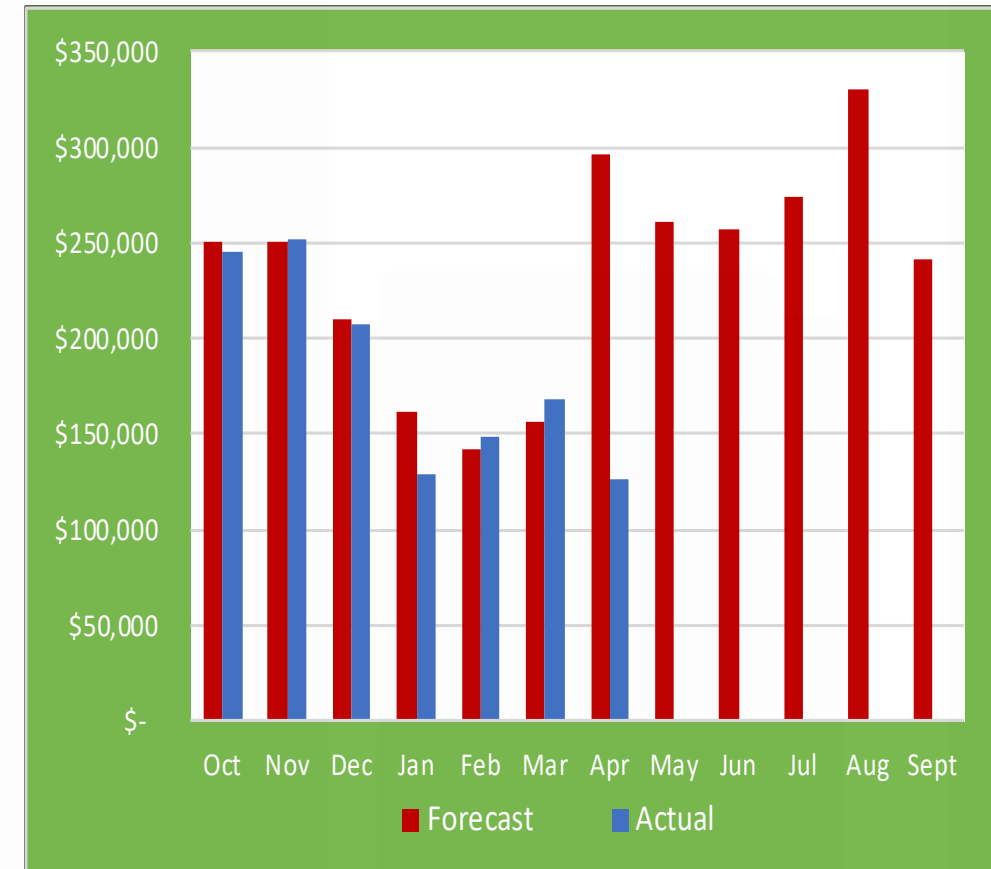
NEGATIVE

The HOT Tax fund is over 8.5% net negative to forecasted. Visit Bastrop is paid on a quarterly basis along with funded organizations.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 250,522	\$ 245,000	\$ (5,522)
Nov	250,672	251,784	\$ 1,112
Dec	209,500	207,571	\$ (1,929)
Jan	161,857	128,943	\$ (32,914)
Feb	142,211	148,161	\$ 5,950
Mar	155,935	168,239	\$ 12,304
Apr	296,690	126,123	\$ (170,567)
May	260,463		
Jun	256,424		
Jul	274,446		
Aug	330,326		
Sept	241,454		
Total	\$ 2,830,500	\$ 1,275,821	\$ (191,566)
Cumulative Forecast	\$ 1,467,387		
Actual to Forecast %	\$ (191,566)	-13.1%	



NEGATIVE

So far YTD we are over 13% negative actual to forecast. **The Hotel Tax revenue YTD is \$190,637 less than same time last year.** This shortage can be attributed to the Hyatt Lost Pines closure and lower than normal occupancy due to COVID-19.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – April 2020

FIRM	CASE	FY17-18	FY18-19	FY19-20
BUNDREN				
	Pine Forest Interlocal	\$ 26,612	\$ 6,195	\$ 1,298
TERRELL LAW FIRM				
	Water permit	\$ 135	\$ -	\$ -
BOJORQUEZ LAW FIRM				
	General legal	\$ 245,168	\$ 432,931	\$ 124,499
	Vandiver	\$ 5,079	\$ 1,857	\$ -
	Pine Forest Interlocal	\$ 10,116	\$ -	\$ 1,275
	Prosecutor	\$ 19,633	\$ 23,358	\$ 10,332
	Water/Wastewater	\$ 18,425	\$ 46,721	\$ 10,047
MULTIPLE FIRMS				
	Hunters Crossing PID	\$ -	\$ -	\$ 7,378
	XS Ranch Bankruptcy	\$ 11,770	\$ -	\$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	\$ 27,965	\$ 6,204	\$ 1,742
	Hunters Crossing PID	\$ 83,524	\$ 89,899	\$ 7,406
	Water/Wastewater	\$ 910	\$ -	\$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	\$ 2,124	\$ 717	\$ 64
	Total Legal	\$ 451,460	\$ 607,881	\$ 164,040

Summary by Case/Type

Row Labels	Sum of FY17-18	Sum of FY18-19	Sum of FY19-20
General legal	\$ 245,168	\$ 432,931	\$ 124,499
Hunters Crossing PID	\$ 83,524	\$ 89,899	\$ 14,784
Pine Forest Interlocal	\$ 36,728	\$ 6,195	\$ 2,573
Prosecutor	\$ 19,633	\$ 23,358	\$ 10,332
Red Light Camera Suit	\$ 2,124	\$ 717	\$ 64
Vandiver	\$ 5,079	\$ 1,857	\$ -
Water permit	\$ 135	\$ -	\$ -
Water/Wastewater	\$ 19,335	\$ 46,721	\$ 10,047
XS Ranch Bankruptcy	\$ 11,770	\$ -	\$ -
XS Ranch Water Rights	\$ 27,965	\$ 6,204	\$ 1,742
Grand Total	\$ 451,460	\$ 607,881	\$ 164,040



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 9E

TITLE:

Receive presentation on grant application for the Texas State Library and Archives Commission CARES grant.

STAFF REPRESENTATIVE:

Becca Sexton, Library Director

BACKGROUND/HISTORY:

- On Friday, May 8, the Texas State Library and Archives Commission launched its new TSLAC CARES Grant Program to help libraries statewide respond to COVID-19.
- Funds may be utilized for library initiatives that support prevention, preparation, and response to the COVID-19 emergency. The maximum award for a single library is \$25,000 and funds are distributed via reimbursement. Grant monies can be used to cover operating expenditures such as library supplies and materials, technology, furniture, and contractual services.
- Applications for the first wave of funding are due Sunday, May 31.
- To support prevention, the Bastrop Public Library is applying for funds to implement contactless and touchless self-checkout options.
- The contactless self-check option would include two checkout stations where patrons would be able to check out their own materials using hardware provided by the library, including touch screens, scanners, and receipt printers. Grant funds would be used to cover the one-time cost of the hardware. The software for self-checkout is available to us at no additional cost through Biblionix Apollo, our current check-out platform.
- The touchless self-check option allows patrons to check out library materials using their own mobile devices, eliminating the necessity to use high-touch surfaces in the library. Grant funds would be used to cover the one-time set-up cost of \$1142 for the Bibiliotheca CloudLibrary platform and the first year of an annual fee of \$1788. Beginning in FY22, the annual fee would come out of the Library's operating budget.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 10

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone wishing to address the Council, must complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on May 12, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

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



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 11A

TITLE:

Consider action to approve City Council minutes from May 12, 2020, Regular Meeting and May 18, 2020, Special Called Meeting.

STAFF REPRESENTATIVE:

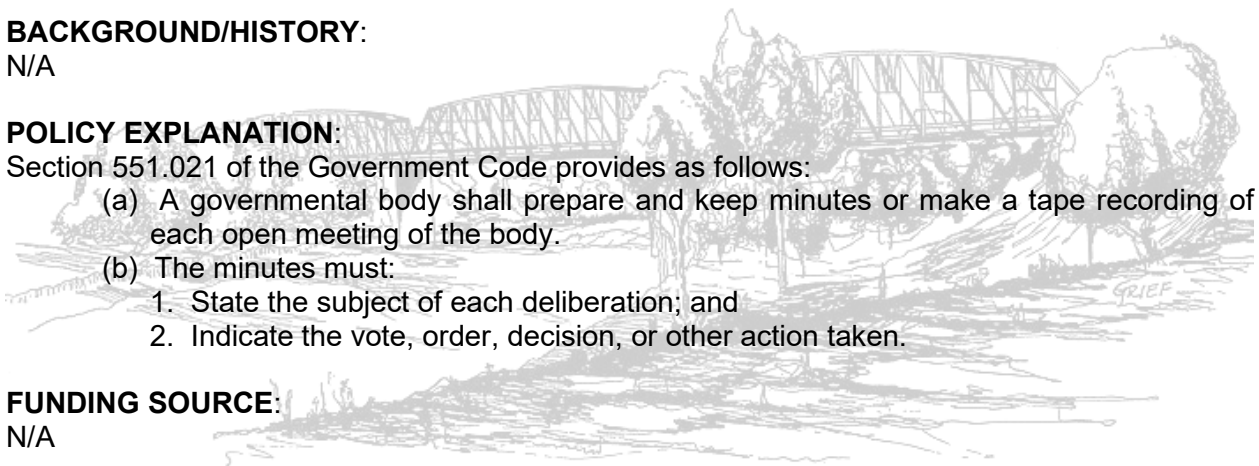
Robert Wood, Interim City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from May 12, 2020, Regular Meeting and May 18, 2020, Special Called Meeting.

ATTACHMENTS:

- May 12, 2020, DRAFT Regular Meeting Minutes.
- May 18, 2020, DRAFT Special Called Meeting Minutes.

MAY 12, 2020

The Bastrop City Council met in a Regular Meeting on Tuesday, May 12, 2020, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members physically present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis, Peterson and Rogers. Council Member Jackson was present via video. Officers physically present were Interim City Manager, Robert Wood; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Judge Chris Duggan, led the pledges.

INVOCATION

Council Member Peterson, gave the invocation.

OATH OF OFFICE

- 4A. Incoming Mayor Connie Schroeder
 - Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of official documents, Ann Franklin, City Secretary
- 4B. Incoming Council Member Lyle Nelson, Place 3
 - Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of official documents, Ann Franklin, City Secretary

INDIVIDUAL CONSIDERATION – PART 1 OF 2 (ELECTION PROTOCOL)

- 5A. Election of Mayor Pro Tem

A motion was made by Council Member Peterson to nominate Council Member Nelson as Mayor Pro Tem, seconded by Council Member Ennis, motion was approved on a 4-0-1 vote. Mayor Pro Tem Nelson abstained.

PRESENTATIONS

- 6A. Mayor's Report
- 6B. Councilmembers' Report
- 6C. City Manager's Report

WORK SESSION/BRIEFINGS

- 7A. Update on Main Street Rehabilitation Project.

Presentation was made by Assistant City Manager, Trey Job and City Engineer, Tony Buonodono. Council Member Ennis was off the dais for discussion.

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

**Lenny Adams
702 Main St.
Bastrop, Texas 78602
512-308-7407**

- 7B. Discussion regarding submission of application for Staffing for Adequate Fire & Emergency Response Grant (SAFER) that would provide funding for increased staffing for Fire Department.
Presentation was made by Fire Chief, Andres Rosales.
- 7C. Discussion regarding creation of a strategic plan with Bastrop Economic Development Corporation and Visit Bastrop for City of Bastrop recovery.
Presentation was made by Susan Smith, President and CEO of Visit Bastrop.

STAFF AND BOARD REPORTS

- 8A. Receive and discuss Quarterly Report from Visit Bastrop and discuss future funding for this organization from FY2020 budget.
Presentation was made by Susan Smith, President and CEO of Visit Bastrop.
- 8B. Receive and discuss Quarterly Report from Bastrop YMCA.
Presentation was made by Terry Moore, YMCA Executive Director.
- 8C. Receive and discuss Quarterly Report from Lost Pines Art Center.
Presentation was made by Patricia Rendulic, Executive Director, Lost Pines Art Center.
- 8D. Receive and discuss Quarterly Report from Bastrop Opera House.
Presentation was made by Lisa Holcomb, Executive Director, Bastrop Opera House.
- 8E. Receive and discuss Quarterly Report from Bastrop County Historical Society.
Presentation was made by Kay Sapikas, Director, Bastrop County Historical Society.
- 8F. Receive and discuss Quarterly Report on the Bastrop Convention & Exhibit Center.
Presentation was made by Convention Center Director, Kathy Danielson.
- 8G. Discuss future funding for Bastrop YMCA, Lost Pines Art Center, Opera House and Bastrop County Historical Society from FY2020 budget.
Presentation was made by and Chief Financial Officer, Tracy Waldron.

Mayor Schroeder recessed the Council Meeting AT 8:52 PM.

Mayor Schroeder called the Council Meeting back to order AT 9:57 PM.

CITIZEN COMMENTS (Statements were read into record by Mayor Connie Schroeder)

**Cheryl Lee
801 Laurel St
Bastrop, Texas
512-636-0374**

**Dani Moss
1706 Wilson St.
512-466-9711**

**Tanya Fleming
1701 Wilson St
Bastrop, Texas 78602
512-966-7309**

**Alexandra Swan
1809 Wilson St.
512-587-8094**

**Robert Rivas, Yi Zhou
1610 Wilson St
Bastrop Tx 78602
512-718-0972**

**Robin L Peyson
1704 Wilson St
512-799-4743**

**Ashleigh Henson
1605 Wilson St.
Bastrop, TX 78602
512-569-2407**

**Joshua Bingaman
502 Elm St
512-657-2792**

CONSENT AGENDA

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

10A. Consider action to approve City Council minutes from April 28, 2020, Regular Meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION – PART 2 OF 2

- 11A. Consider and adopt on first and final reading Ordinance No. 2020-12 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regard to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
Mayor Schroeder approved Emergency Order Number 2020-3.B dated May 3, 2020.

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

**Jennifer Franks
1242 Hwy 71 W
903-574-4566**

**Chance Bishop
1306 Main Street
512-787-6186**

**Kollin Hamilton
1242 Hwy 71 W, #410
740-213-4984**

A motion was made by Council Member Jackson to approve Ordinance No. 2020-12, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 11B. Consider action to approve Resolution No. R-2020-38 of the City Council of the City of Bastrop, Texas approving Task Order No. PW2020-01 to 304 Construction for concrete ribbon curbing construction for the North Main Project (including Maple Street from N. Main Street to Pecan Street, Magnolia Street from N. Main Street to Pecan Street, Locust Street from N. Main Street to Pecan Street, and Water Street from Maple Street to Locust Street) in the amount of one hundred forty-one thousand eight hundred seventy-five dollars (\$141,875.00) attached as EXHIBIT A; priced according to the bid proposal sheet attached as EXHIBIT B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by Assistant City Manager, Trey Job.

A motion was made by Council Member Rogers to approve Resolution No. R-2020-38, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 11C. Consider action to approve the second reading of Ordinance No. 2020-02 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendor and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date.
Presentation was made by Assistant City Manager, Trey Job.

A motion was made by Council Member Rogers to approve Ordinance No. 2020-02, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 9:44 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 12A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property and easements associated with the construction of Wastewater Treatment Plant #3.

The Bastrop City Council reconvened at 10:16 p.m. into open (public) session.

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

- 12A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property and easements associated with the construction of Wastewater Treatment Plant #3.
A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2020-41, determining a public need and necessity to acquire 5.660 acres for Wastewater Treatment Plant #3, and authorizing the City Attorney to engage in continued negotiations and initiate eminent domain as necessary, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

ADJOURNMENT

Adjourned at 10:17 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on May 26, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.

MINUTES OF SPECIAL CALLED BASTROP CITY COUNCIL

May 18, 2020

The Bastrop City Council met on Monday, May 18, 2020, at 9:30 a.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members physically present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis and Rogers. Council Member Jackson was present via video. City Secretary, Ann Franklin was physically present. City Attorney, Alan Bojorquez and Chris Hartung were present via video.

CALL TO ORDER

Mayor Schroeder called the meeting to order with a quorum being present at 9:33 a.m. Council Member Peterson was absent.

EXECUTIVE SESSION

The City Council met at 9:33 a.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session regarding city manager search update and direction to Chris Hartung Consulting, LLC pursuant to Texas Government Code Sections 551.071, and .074.

The Bastrop City Council reconvened at 10:40 a.m. into open (public) session.

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

No action taken.

ADJOURNMENT

Adjourned at 10:40 a.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on May 26, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 12A

TITLE:

Consider and adopt on first and final reading Ordinance No. 2020-14 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

BACKGROUND/HISTORY

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

POLICY EXPLANATION:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider and adopt on first and final reading Ordinance No. 2020-14 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

ATTACHMENTS:

- Ordinance No. 2020-14
-

EMERGENCY ORDINANCE 2020-14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, ACKNOWLEDGED & APPROVED on the First & Final Reading on this, the 26th day of May 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM:12B

TITLE:

Consider action to approve Resolution No. R-2020-42, of the City Council of the City of Bastrop, Texas amending Resolution No. R-2020-16, approving the Bastrop Police Department to apply for a grant for a major/critical scene lighting system; authorizing the Interim Chief of Police as the grantee's authorized official; providing for a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Clint A. Nagy, Interim Chief of Police

BACKGROUND/HISTORY:

On February 11, 2020, Resolution No. R-2020-16 was approved but contained inaccurate language. The language was changed to clarify that the Officer of the Governor-Criminal Justice Division receives any reimbursement rather than the CAPCOG's Criminal Justice Division. Changes are as follows:

“WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the ~~2020 Capital Area Council of Governments (CAPCOG)~~ Department of Justice- ~~Justice Assistance Grant~~, the City of Bastrop City Council assures that the funds will be returned to the ~~CAPCOG DOJ Grant Office of the Governor-Criminal Justice Division (OG-CJD)~~ in full; and

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

This project is completely grant funded and has no adverse impact to the City's budget.

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-42, of the City Council of the City of Bastrop, Texas amending Resolution No. R-2020-16, approving the Bastrop Police Department to apply for a grant for a major/critical scene lighting system; authorizing the Interim Chief of Police as the grantee's authorized official; providing for a severability clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Resolution 2020-16 ~~Redlined~~

RESOLUTION NO. R-2020-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP POLICE DEPARTMENT TO APPLY FOR A GRANT FROM THE 2020 CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) DEPARTMENT OF JUSTICE (DOJ) GRANT FOR A MAJOR/CRITICAL SCENE LIGHTING SYSTEM AT A TOTAL COST OF TEN THOUSAND NINE HUNDRED FORTY-EIGHT DOLLARS 97/100 (\$10,948.97) WITH NO MATCHING FUNDS FROM THE CITY OF BASTROP; AUTHORIZING THE INTERIM CHIEF OF POLICE AS THE GRANTEE'S AUTHORIZED OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, that the Bastrop Police Department apply for a grant from the 2020 Capital Area Council of Governments (CAPCOG) Department of Justice (DOJ) Grant for a crime scene, major crash, major incident, and special event lighting system at a total cost of ten thousand nine hundred forty-eight 97/100 dollars (\$10,948.97) with no matching funds from the City of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Department of Justice- Justice Assistance Grant, the City of Bastrop City Council assures that the funds will be returned to the Office of the Governor-Criminal Justice Division (OG-CJD) in full; and

WHEREAS, the City of Bastrop designates Interim Chief of Police as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1. The City Council of the City of Bastrop approves the Bastrop Police Department's application to the 2020 Capital Area Council of Governments (CAPCOG) Department of Justice (DOJ) Grant for Major/Critical Scene Lighting System.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of May 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUTION NO. R-2020-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING RESOLUTION NO. R-2020-16 APPROVING THE BASTROP POLICE DEPARTMENT TO APPLY FOR A GRANT FOR A MAJOR/CRITICAL SCENE LIGHTING SYSTEM; AUTHORIZING THE INTERIM CHIEF OF POLICE AS THE GRANTEE'S AUTHORIZED OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop desires to amend Resolution No. R-2020-16 to correct the name of the granting agency from 2020 Capital Area Council of Governments (CAPCOG) Department of Justice (DOJ) to Department of Justice (DOJ); and

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, that the Bastrop Police Department apply for a grant from the ~~2020 Capital Area Council of Governments (CAPCOG)~~ DOJ Grant for a crime scene, major crash, major incident, and special event lighting system at a total cost of ten thousand nine hundred forty-eight 97/100 dollars (\$10,948.97) with no matching funds from the City of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the ~~2020 Capital Area Council of Governments (CAPCOG)~~ DOJ - Justice Assistance Grant, the City of Bastrop City Council assures that the funds will be returned to the ~~CAPCOG DOJ Grant Office of the Governor-Criminal Justice Division (OG-CJD)~~ in full; and

WHEREAS, the City of Bastrop designates Interim Chief of Police as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1. The City Council of the City of Bastrop approves the Bastrop Police Department's application to the ~~2020 Capital Area Council of Governments (CAPCOG)~~ DOJ Grant for Major/Critical Scene Lighting System.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of May 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 12C

TITLE:

Consider action to approve Resolution No. R-2020-43 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant for a decontamination shelter and HAZMAT suits; authorizing the Interim Chief of Police as the Grantee's Authorized Official; providing for a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Clint A. Nagy, Interim Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop nor Bastrop County has immediate access to a decontamination shelter. This shelter is used in response to chemical, biological, radiological, and nerve agent incidents. These incidents can come from a variety of means including local businesses, residences, roadway transportation, railroad transportation, and medical outbreaks such as current COVID-19 pandemic. The grant also includes twelve (12) HAZMAT personal protection suits.

The inflatable decontamination shelter is sturdy in the wind and can be inflated in minutes with minimal personnel. The plumbing kit will allow for the cleaning solution and water to be pumped through the shelter to the predesigned locations in the lanes of the shelter. Premade berms inside the shelter will allow for the collection of contaminated water to stay inside the shelter before it is properly disposed of.

The decontamination shelter costs Fifteen Thousand One Hundred Sixty dollars (\$15,160.00)

The HAZMAT suit kits will contain eight (8) components; hooded coverall with integrated booties, inner and outer nitrile gloves, boot liners and over boots, chemical tape, goggles, and a N95 respirator.

Twelve (12) HAZMAT personal protection kits (complete HAZMAT suits with N95 respirator) a cost of Nine hundred Sixty-Eight dollars (\$968.00).

The total cost is Sixteen Thousand One Hundred Twenty-Eight dollars (\$16,128.00) with no matching funds from the City of Bastrop.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

This project is completely grant funded and has no adverse impact to the City's budget.

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-43 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant for a decontamination shelter and HAZMAT suits; authorizing the Interim Chief of Police as the Grantee's Authorized Official; providing for a severability clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Photos of Inflatable shelter and HAZMAT Suit kit



RESOLUTION NO. R-2020-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP POLICE DEPARTMENT TO APPLY FOR A GRANT FOR A DECONTAMINATION SHELTER AND HAZMAT SUITS; AUTHORIZING THE INTERIM CHIEF OF POLICE AS THE GRANTEE'S AUTHORIZED OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, that the Bastrop Police Department apply for a grant from the CV-Coronavirus Emergency Supplemental Fund- U.S. Department of Justice (DOJ) Grant through the Capital Area Council of Governments (CAPCOG) Department of Justice (DOJ) for an inflatable three (3) lane decontamination shelter with plumbing kit at a cost of Fifteen Thousand One Hundred Sixty dollars (\$15,160.00) and twelve (12) HAZMAT personal protection kits (complete HAZMAT suits with N95 respirator) at a cost of Nine Hundred Sixty Eight dollars (\$968.00) for a total cost of Sixteen Thousand One Hundred Twenty Eight dollars (\$16,128.00) with no matching funds from the City of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the DOJ - CV-Coronavirus Emergency Supplemental Fund, the City of Bastrop City Council assures that the funds will be returned to the Office of the Governor-Criminal Justice Division (OG-CJD) in full; and

WHEREAS, the City of Bastrop designates the Interim Chief of Police as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1. The City Council of the City of Bastrop approves the Bastrop Police Department's application to the CV-Coronavirus Emergency Supplemental Fund DOJ Grant for a Decontamination Shelter and HAZMAT personal protection kits.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of May 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

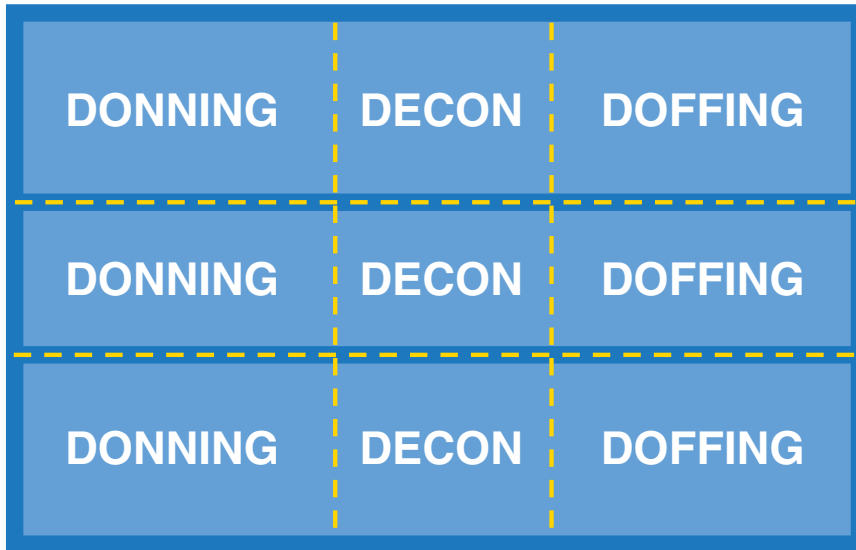
Alan Bojorquez, City Attorney

3 Lane Decontamination Shelter

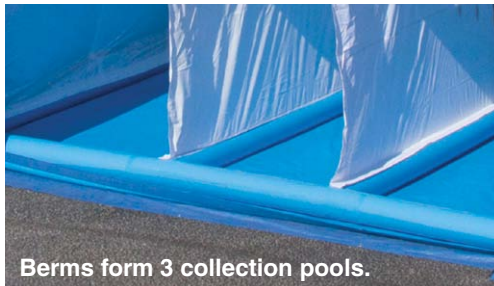
Item **S55023-PLMB** (with plumbing kit)
S55023 (without plumbing)

- Deploy with minimal support staff
- Contain fittings for both electric inflator/deflator and SCBA bottle
- Designed to withstand 60 mph winds
- Available with permanent LED tape light system
- Available with plumbing kit

24' L x 14' W x 10' H
INFLATABLE STRUCTURE



DIVIDER CURTAINS



Built-in LED lighting system is available.



Openings are provided to pass through clothing.





STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 12D

TITLE:

Consider action to approve Ordinance No. 2020-13 of the City Council of the City of Bastrop, Texas, authorizing the issuance of City of Bastrop, Texas General Obligation Refunding Bond, Series 2020: Levying an Ad Valorem Tax in support of the bond; awarding the sale of the bond; approving a paying agent/registrar agreement and an escrow agreement; calling certain obligations for redemption; and authorizing other matters related to the issuance of the bond.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Considering the current low interest rates, staff inquired with our Financial Advisor on the possibility of any future savings through refunding current outstanding bonds. The Financial Advisor presented to Council on April 28, 2020 that there were two current bond series that could be refunded for a savings of approximately \$70,000 after issuance costs.

This ordinance authorizes the issuance of a refunding bond. The Bond Delivery Date for this refunding is July 17, 2020. This is when the city receives funds from the purchaser of the bonds.

POLICY EXPLANATION:

City Charter Sec. 7.01 – Powers to Issue

In keeping with state law, the City shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by state law.

Bond Council has advised that state law supersedes the City Charter in only requiring one reading for a Bond Ordinance.

RECOMMENDATION:

Consider action to approve Ordinance No. 2020-13 of the City Council of the City of Bastrop, Texas, authorizing the issuance of City of Bastrop, Texas General Obligation Refunding Bond, Series 2020: Levying an Ad Valorem Tax in support of the bond; awarding the sale of the bond; approving a paying agent/registrar agreement and an escrow agreement; calling certain obligations for redemption; and authorizing other matters related to the issuance of the bond.

ATTACHMENTS:

- Ordinance 2020-13

ORDINANCE NO. 2020-13

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF BASTROP, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2020; LEVYING AN
AD VALOREM TAX IN SUPPORT OF THE BOND; AWARDING THE SALE OF
THE BOND; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT
AND AN ESCROW AGREEMENT; CALLING CERTAIN OBLIGATIONS FOR
REDEMPTION; AND AUTHORIZING OTHER MATTERS RELATED TO THE
ISSUANCE OF THE BOND.**

**THE STATE OF TEXAS
COUNTY OF BASTROP
CITY OF BASTROP**

**§
§
§**

WHEREAS, the City of Bastrop, Texas (the "City") has duly issued and there are now outstanding the City's General Obligation Refunding Bonds, Series 2005, Combination Tax & Revenue Certificates of Obligation, Series 2006, General Obligation Bonds, Series 2006, Combination Tax & Revenue Certificates of Obligation, Series 2007, General Obligation Bond Series 2007, Combination Tax & Revenue Certificates of Obligation, Series 2010, Limited Tax Refunding Bonds, Series 2010, General Refunding Bonds, Series 2011, Combination Tax & Revenue Certificates of Obligation, Series 2012, General Obligation Refunding & Improvement Bonds, Series 2012, Combination Tax & Revenue Certificates of Obligation, Series 2013, Combination Tax & Revenue Certificates of Obligation, Series 2014, General Refunding Bonds, Series 2014, General Refunding Bonds, Series 2016, General Refunding Bonds, Series 2017, Combination Tax & Revenue Certificates of Obligation, Series 2018, Limited Tax Notes, Series 2019, Combination Tax & Revenue Certificates of Obligation, Series 2020; and

WHEREAS, the City now desires to issue a general obligation refunding bond to refund the outstanding Combination Tax & Revenue Certificates of Obligation, Series 2010, Limited Tax Refunding Bonds, Series 2010, General Refunding Bonds, Series 2011 (collectively, the "Refunded Obligations"); and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to issue the Bond (as defined herein) to refund the Refunded Obligations and that the refunding will result in net present value savings of \$_____ (_____%) and the City Council of the City further finds that the aggregate amount of payments under the Refunded Obligations exceeds the aggregate amount of payments under the Bond by \$_____; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with an eligible bank and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with an eligible bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such bank

may agree, provided that such deposits may be invested and reinvested in Defeasance Securities (as defined herein); and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bond hereinafter authorized; and

WHEREAS, the City deems it appropriate to call for redemption the Refunded Obligations as set forth in this Ordinance; and

WHEREAS, the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code, as amended, *and as further modified by an order issued by the Governor of the State of Texas on May 12, 2020, suspending certain provisions of the Open Meetings Act in light of his disaster proclamation issued on March 13, 2020, regarding the novel coronavirus (COVID-19).*

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BOND. 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. The bond of the City is hereby authorized to be issued pursuant to Chapter 1207, Texas Government Code, as amended, and delivered in the aggregate principal amount of \$_____ to refund the Refunded Obligations and pay the costs associated with the issuance of the Bond as further set forth in the preamble to this Ordinance.

Section 2. DESIGNATION, DATE, DENOMINATIONS AND NUMBERS OF BONDS. The Bond issued pursuant to this Ordinance shall be designated: "CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2020," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated June 17, 2020, in the principal amount stated above and in the denomination of \$_____, numbered R-1, with bonds issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee of the Bond (in each case, the "Registered Owner"), and the Bond shall mature and be payable in annual installments as set forth in the FORM OF BOND set forth in this Ordinance. The term "Bond" as used in this Ordinance shall mean and include collectively the bond initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto.

Section 3. INTEREST. The Bond shall bear interest from the date of initial delivery to the date of maturity or redemption prior to maturity at the respective rates for each outstanding principal installment as set forth in the FORM OF BOND contained in this Ordinance. Said interest shall be payable in the manner provided and, on the dates, stated in the FORM OF BOND set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE BOND. (a) Registration, Transfer; Authentication. The City shall keep or cause to be kept at the principal corporate trust or other office of _____, _____, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bond (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 and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers 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 the Bond to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of the 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 City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond. Registration of assignments, transfers and exchanges of the Bond 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 subsection (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said 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 the paid Bond or any Bond surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bond in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, as amended, the duty of transfer and exchange of the Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bond 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 Bond, 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 Bond and shall properly and accurately record all payments on the Bond on the Registration Books, and shall keep proper records of all transfers of the Bond, and all replacements of the Bond, 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 the 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 Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bond to be payable only to the Registered Owner thereof, (ii) may be redeemed in whole or in part prior to its scheduled maturity, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bond 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 Bond, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance (to which Bond is attached the Registration Certificate of the Comptroller of Public Accounts) is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond 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 Owner of the Bond that at all times while the Bond is 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 Bond 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 not later than 20 days prior to 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 Bond, 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 the Registered Owner of the Bond, 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) On the closing date, the initial Bond No. R-1 representing the entire principal amount of the Bond, payable to the Purchaser, executed by manual or facsimile signature of the Mayor 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, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to the Purchaser or its designee.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond 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.

(a) [Form of Bond]

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF BASTROP CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2020	PRINCIPAL AMOUNT \$_____,000
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DATE OF DELIVERY: **JUNE 17, 2020**

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____
 THOUSAND DOLLARS

INTEREST RATE: _____%

MATURITY DATE: **AUGUST 15, 2024**

THE CITY OF BASTROP, TEXAS in Bastrop County, Texas (the "City"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Date of Delivery set forth above (calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the applicable rates per annum for each outstanding principal installment as set forth below. The principal of this Bond shall be paid in installments on each August 1 in the years and in the amounts and bearing interest at the respective per annum rates, all as set forth in the table below:

<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rate</u>
2021		
2022		
2023		
2024		

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The City shall pay interest on this Bond on August 1, 2020 and on each February 1 and August 1 thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust or other office of

_____, _____, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

ANY ACCRUED INTEREST due in connection with the payment of the final installment of principal of this Bond shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the designated corporate trust or other office of the Paying Agent/Registrar. The City covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest 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 this Bond, when due.

IF THE DATE FOR THE PAYMENT of this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the designated corporate trust or other 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 dated as of June 17, 2020 and is authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____,000 to refund the Refunded Obligations and pay the costs associated with the issuance of the Bond.

THE UNPAID SCHEDULED PRINCIPAL INSTALLMENTS of this Bond are NOT subject to redemption prior to maturity of the Bond.

THE PAYING AGENT/REGISTRAR shall record in the Register all payments of principal installments on the Bond when made on their respective due dates.

THIS BOND IS issuable solely as a single fully registered Bond, without interest coupons. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee hereof, be assigned and transferred for a like aggregate principal amount Bond, without interest coupons, payable to the appropriate registered owner or assignee, as the case may be, having the same denomination, 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 the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond to the assignee this Bond is 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 from time to time by the registered owner. In the case of the assignment and transfer of this Bond, the reasonable standard or customary fees and charges of the Paying Agent/Registrar 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 and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest Payment Date.

IN THE EVENT any Paying Agent/Registrar for this Bond 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 owner of the Bond.

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 annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and 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.

THE CITY ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Bond.

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.

Ann Franklin, City Secretary

Connie Schroeder, Mayor

(SEAL)

(b) [Form of Prepayment Record]

PREPAYMENT RECORD

Date of Payment	Principal Prepayment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) [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 that 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: _____

_____, _____, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(d) [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 an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

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.

(e) [Form of Registration Certificate of the Comptroller of Public Accounts]

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)

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" has been created and shall be established and maintained by the City at an official depository bank of the City. Said 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

Bond. All ad valorem taxes levied and collected for and on account of the Bond shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any part of the Bond is outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Bond as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal installments of the Bond as such principal matures (but never less than 2% of the original amount of the Bond as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. Said 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 part of the Bond is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bond, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 7. ESTABLISHMENT OF ESCROW FUND.

(a) Escrow Fund. The proceeds of the Bond, 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 dated June 17, 2020 attached hereto as Exhibit "A."

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bond shall be used along with the Bond proceeds for the purpose for which the Bond is issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bond; 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 Bond from being an arbitrage bond shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 8. 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 the Bond 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 owner of the Bond, including, but not limited to, its 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 the registered owner to the City.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the 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 owner 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 owner hereunder or any combination of such remedies.

(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 Bond 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 Bond 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 owner with any liability, or be held personally liable to the registered owner under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 9. DEFEASANCE OF BOND.

(a) The 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 the Defeased Bond shall

have become due and payable or (3) any combination of (1) and (2). At such time as the 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 and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities..

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of the Bond as aforesaid when proper notice of redemption of such Bond 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 Council 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 Council.

(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 Bond and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bond and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until the Defeased Bond shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond 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 the Bond and such Bond 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.

"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 obligations or otherwise provide for the funding of an escrow to effect the defeasance of the Bond 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 Bond or otherwise provide for the funding of an escrow to effect the defeasance of the Bond, 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 Bond.

"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.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND.

(a) Replacement Bond. In the event the 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 Bond. Application for replacement of a damaged, mutilated, lost, stolen, or destroyed Bond 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 the Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of 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 Bond. Prior to the issuance of a 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 the 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.

(e) Authority for Issuing Replacement Bond. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section 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 Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for a Bond issued in conversion and exchange for another Bond.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION; ENGAGEMENT OF BOND COUNSEL AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor is hereby authorized to have control of the Bond issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending its delivery and its 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 Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the City's bond counsel may, at the option of the City, be printed on the Bond issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bond. In addition, if bond insurance is obtained, the Bond may bear an appropriate legend as provided by the insurer.

The obligation of the initial purchaser to accept delivery of the Bond is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bond to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Certificate is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City's Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bond as an obligation 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 City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bond 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 Bond 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 Bond, in contravention of section 141(b)(2) of the Code;

(2) 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 Bond 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;

(3) 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 Bond (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;

(4) to refrain from taking any action which would otherwise result in the Bond being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bond being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bond, 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 Bond, other than investment property acquired with --

(A) proceeds of the Bond invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bond is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section I.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 Bond;

(7) to otherwise restrict the use of the proceeds of the Bond or amounts treated as proceeds of the Bond, as may be necessary, so that the Bond does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Bond or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bond in contravention of the requirements of 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 Bond) 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 Bond has 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 (9), 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 owner of the Bond. 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 bonds expended prior to the date of issuance of the Bond. 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 Bond, 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 Bond 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 Bond, 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 Bond under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Assistant City Manager or Chief Financial Officer of the City 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 Bond.

Section 13. SALE OF BOND. The Bond is hereby sold and shall be delivered to _____ (the "Purchaser"), for cash for a price of \$_____, pursuant to and in accordance with the terms and provisions of the Purchaser's investment and commitment letter, which the Mayor and Mayor Pro-Tem of the City are hereby authorized to execute and deliver and which the City Secretary of the City is hereby authorized to attest. The Bond shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor of the City is hereby authorized and directed to execute and deliver and the City Secretary is hereby authorized and directed to attest an Escrow Agreement in substantially the form attached hereto as Exhibit "A". In addition, the Mayor and the City Manager are each hereby authorized to execute such subscriptions or other documentation for the purchase of United States Treasury Securities, and to authorize the transfer of such funds of the City, as may be necessary for the Escrow Fund.

Section 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "B" is a substantially final form of Paying Agent/Registrar Agreement. The

Mayor is hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement.

Section 16. NOTICE OF REDEMPTION. Attached to this Ordinance, as Exhibit "C", and made a part hereof for all purposes, is a copy the notice of deposit and prior redemption for the Refunded Obligations in substantially final form and such Refunded Obligations described in said notice of prior redemption are hereby called for redemption and shall be redeemed prior to maturity on the dates, places, and at the prices set forth therein. The Mayor and the City Manager are each hereby authorized to amend, complete or modify such notice as necessary to call such Refunded Obligations for redemption. The Refunded Obligations are so called for redemption, and the paying agent for the Refunded Obligations is hereby directed to make appropriate arrangements so that such Refunded Obligations may be redeemed on their redemption date. A copy of such notice of redemption shall be delivered to the paying agent so mentioned in the notice.

Section 17. FURTHER PROCEDURES. The Mayor and the City Secretary and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly 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 a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other 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 Bond and the sale of the Bond. In case any officer whose signature shall appear on the 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 18. NO CONTINUING DISCLOSURE UNDERTAKING. The sale of the Bond is exempt from Securities and Exchange City Council Rule 15c2-12. Consequently, the City makes no undertaking with respect to such Rule or with respect to the provision of on-going financial and operating data.

Section 19. METHOD OF AMENDMENT. 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 but with notice to the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (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 Registered Owner, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner 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 the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or the Bond so as to:

- (1) Make any change in the maturity of the Bond;
- (2) Reduce the rate of interest borne by the Bond;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;
- (4) Modify the terms of payment of principal or of interest on the Bond or impose any condition with respect to such payment; or
- (5) Change the requirement of with respect to Registered Owner 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 the Registered Owner of the Bond a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the City shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and which 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 the Registered Owner of the Bond shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owner of the Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the City.

Section 20. RESERVED.

Section 21. 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 Bond 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 Bond.

Section 22. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bond and the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bond is outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owner of the Bond 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 provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

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 Owner of the Bond, 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 owner of the Bond.

Section 24. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bond, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council of the City or any officer, agent, employee or representative of the City Council of the City in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council of the City nor any person executing the Bond 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 Bond.

Section 25. 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 Bond and the validity of the lien on and pledge of the ad valorem taxes to secure the payment of the Bond.

Section 26. REPEALER. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 27. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 28. EFFECTIVE DATE OF ORDINANCE. In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council on first and final reading.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 26th day of May 2020.

CITY OF BASTROP, TEXAS

By: _____
Connie Schroeder, Mayor

Attest:

By: _____
Ann Franklin, City Secretary

EXHIBIT A
ESCROW AGREEMENT

EXHIBIT B

PAYING/AGENT REGISTRAR AGREEMENT

EXHIBIT C

NOTICE OF REDEMPTION AND DEFEASANCE

NOTICE IS HEREBY GIVEN that the following obligations (the "Obligations") issued by the City of Bastrop, Texas (the "City") have been defeased and called for redemption by the City prior to their scheduled maturities on August 15, 2020 (the "Redemption Date") at a redemption price of par plus accrued interest to the Redemption Date as follows:

CITY OF BASTROP, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2010, maturing on August 15 in the years 2022 and 2024, inclusive, aggregating \$850,000 in principal amount as set forth below:

<u>Maturity (August 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number*</u>
2022**	\$410,000	3.625%	070321GZ1
2024**	440,000	4.000	070321HB3

*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Obligations. The City is not responsible for the selection or the correctness of the CUSIP numbers set forth herein.

DUE PROVISION HAS BEEN MADE for the payment of the Obligations by deposit of funds and/or U.S. Securities with Regions Bank, as escrow agent. Interest on the Obligations shall cease to accrue from and after the Redemption Date. The Obligations shall be redeemed upon presentation for payment either in person or by mail, at the following address:

First Class/Registered/Certified

Mail

Regions Bank
Lakeshore Operations Center
201 Milan Parkway
2nd Floor Corporate Trust
Operations
Birmingham, AL 35211

By Overnight or Courier

Regions Bank
Lakeshore Operations Center
201 Milan Parkway
2nd Floor Corporate Trust
Operations
Birmingham, AL 35211

By Hand

Regions Bank
Lakeshore Operations Center
201 Milan Parkway
2nd Floor Corporate Trust
Operations
Birmingham, AL 35211

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Obligations for redemption.

CITY OF BASTROP, TEXAS

**Additionally, the City has determined that the mandatory sinking fund installments related to the term bond maturing in 2022 of the Obligations to be redeemed will be as follows:

Term Bond Maturing in 2022

Mandatory Redemption Date	Maturity Amount
--------------------------------------	----------------------------

August 1, 2021	\$200,000
August 1, 2022 (Stated Maturity)	\$210,000

**Additionally, the City has determined that the mandatory sinking fund installments related to the term bond maturing in 2024 of the Obligations to be redeemed will be as follows:

Term Bond Maturing in 2024

Mandatory Redemption Date	Maturity Amount
August 1, 2023	\$215,000
August 1, 2024 (Stated Maturity)	\$225,000

NOTICE OF REDEMPTION AND DEFEASANCE

NOTICE IS HEREBY GIVEN that the following obligations (the "Obligations") issued by the City of Bastrop, Texas (the "City") have been defeased and called for redemption by the City prior to their scheduled maturities on July 1, 2020 (the "Redemption Date") at a redemption price of par plus accrued interest to the Redemption Date as follows:

CITY OF BASTROP, TEXAS COMBINATION TAX & REVENUE CERTIFICATES OF OBLIGATION, SERIES 2010, maturing on August 1 in the years 2021 and 2022, inclusive, aggregating \$850,000 in principal amount as set forth below:

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number*</u>
2021	\$425,000	3.625%	070321GD0
2022	\$450,000	3.625%	070321GE8

*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Obligations. The City is not responsible for the selection or the correctness of the CUSIP numbers set forth herein.

DUE PROVISION HAS BEEN MADE for the payment of the Obligations by deposit of funds and/or U.S. Securities with Regions Bank, as escrow agent. Interest on the Obligations shall cease to accrue from and after the Redemption Date. The Obligations shall be redeemed upon presentation for payment either in person or by mail, at the following address:

First Class/Registered/Certified

Mail

Regions Bank
Lakeshore Operations Center
201 Milan Parkway
2nd Floor Corporate Trust
Operations
Birmingham, AL 35211

By Overnight or Courier

Regions Bank
Lakeshore Operations Center
201 Milan Parkway
2nd Floor Corporate Trust
Operations
Birmingham, AL 35211

By Hand

Regions Bank
Lakeshore Operations Center
201 Milan Parkway
2nd Floor Corporate Trust
Operations
Birmingham, AL 35211

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Obligations for redemption.

CITY OF BASTROP, TEXAS

NOTICE OF REDEMPTION AND DEFEASANCE

NOTICE IS HEREBY GIVEN that the following obligations (the "Obligations") issued by the City of Bastrop, Texas (the "City") have been defeased and called for redemption by the City prior to their scheduled maturities on August 1, 2020 (the "Redemption Date") at a redemption price of par plus accrued interest to the Redemption Date as follows:

CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, maturing on August 1 in the years 2021 and 2022, inclusive, aggregating \$850,000 in principal amount as set forth below:

<u>Maturity (August 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number*</u>
2021	\$415,000	4.000%	070321HM9
2022	\$180,000	4.000%	070321HN7

*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Obligations. The City is not responsible for the selection or the correctness of the CUSIP numbers set forth herein.

DUE PROVISION HAS BEEN MADE for the payment of the Obligations by deposit of funds and/or U.S. Securities with Regions Bank, as escrow agent. Interest on the Obligations shall cease to accrue from and after the Redemption Date. The Obligations shall be redeemed upon presentation for payment either in person or by mail, at the following address:

First Class/Registered/Certified

Mail

Regions Bank
Lakeshore Operations Center
201 Milan Parkway
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Operations
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By Overnight or Courier

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CITY OF BASTROP, TEXAS



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 12E

TITLE:

Consider action to approve Resolution No. R-2020-45 of the City Council of the City of Bastrop, Texas authorizing payment for overhead and underground electric distribution facilities for the City of Bastrop SH 20 Elevated Storage Tank site to Bluebonnet Electric, in the amount of Seventy thousand eight hundred ninety-five dollars and thirty-four cents (\$70,895.34); authorizing the City Manager to execute any and all necessary documents; providing for a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The City of Bastrop awarded a contract to Landmark Structures to build an elevated storage tank that will hold 250,000 gallons of water providing increased water storage and additional fire flow for the Westside of the City of Bastrop.

The project is expected to be completed this summer, bringing power to the site is vital to the completion of the project.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

This work will be funded through the City of Bastrop Water Department Impact Fee revenue.

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-45 of the City Council of the City of Bastrop, Texas authorizing payment for overhead and underground electric distribution facilities for the City of Bastrop SH 20 Elevated Storage Tank site to Bluebonnet Electric, in the amount of Seventy thousand eight hundred ninety-five dollars and thirty-four cents (\$70,895.34); authorizing the City Manager to execute any and all necessary documents; providing for a severability clause; and establishing an effective date.

ATTACHMENTS:

- CIAC Letter
- Plan sheets

RESOLUTION NO. R-2020-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING PAYMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR THE CITY OF BASTROP SH 20 ELEVATED STORAGE TANK SITE TO BLUEBONNET ELECTRIC, IN THE AMOUNT OF SEVENTY THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS AND THIRTY-FOUR CENTS (\$70,895.34); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of public safety provided by performing infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands providing maintenance on current City Infrastructure should be cost effective; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of water; and

WHEREAS, the City of Bastrop shall utilize Bluebonnet Electric Cooperative for the provision of engineering and installation of electricity for the SH 20 Elevated Storage Tank project.

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

Section 1. That the City Manager is hereby authorized to execute the payment of Seventy thousand eight hundred ninety-five dollars and thirty-four cents (\$70,895.34) to Bluebonnet Electric for overhead and underground electric distribution facilities for the City of Bastrop SH 20 Elevated Storage Tank site.

Section 2. The City Council of the City of Bastrop, Texas has found Bluebonnet Electric Cooperative, to be a subject matter expert in the field of engineering and installation of electric distribution facilities.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of May, 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



May 6, 2020

City Of Bastrop

RE: Installation of the Overhead & Underground Electric Distribution Facilities for the *LP CITY OF BASTROP FM 20 WATER PLANT*.
Non BA: 5000263464 | W.O. # 60250535

Dear Jerry,

We have completed our design to provide electric service to the subject development based on the information you have provided and your plans dated May 6, 2020. The total cost of your project is \$83,808.34 and Bluebonnet has determined an allocation of \$12,913.00 towards your project. A deposit \$0.00 will be added making your total contribution-in-aid of construction (CIAC) \$70,895.34. Please note that this cost estimate is contingent upon our ability to secure all easements and permits to extend electric service to your site. This cost estimate is subject to change for any revision to our design or for any site conditions that impede our construction and is good for 90 days from the date of this letter.

We require the following before our construction can commence:

1. Your payment of the contribution amount noted above.
2. Your execution of the attached "site ready letter".

We will commence our construction after you have satisfied all of the above and we have verified that your site is ready for our construction. Scheduled construction dates for your project are contingent upon Bluebonnet's work load and weather.

Please call me if you need additional information.

Sincerely,

Shane Mathison

Shane Mathison
Project Coordinator
Toll: 888-622-2583, ext 8540 or Direct: 979-542-8540

EXHIBIT 'A'

THE UNDERSIGNED HAS EXECUTED THIS EXHIBIT 'A' TO BE
EFFECTIVE AS OF THE ____ DAY OF _____ 20 ____.

OWNER/AUTHORIZED SIGNATORY

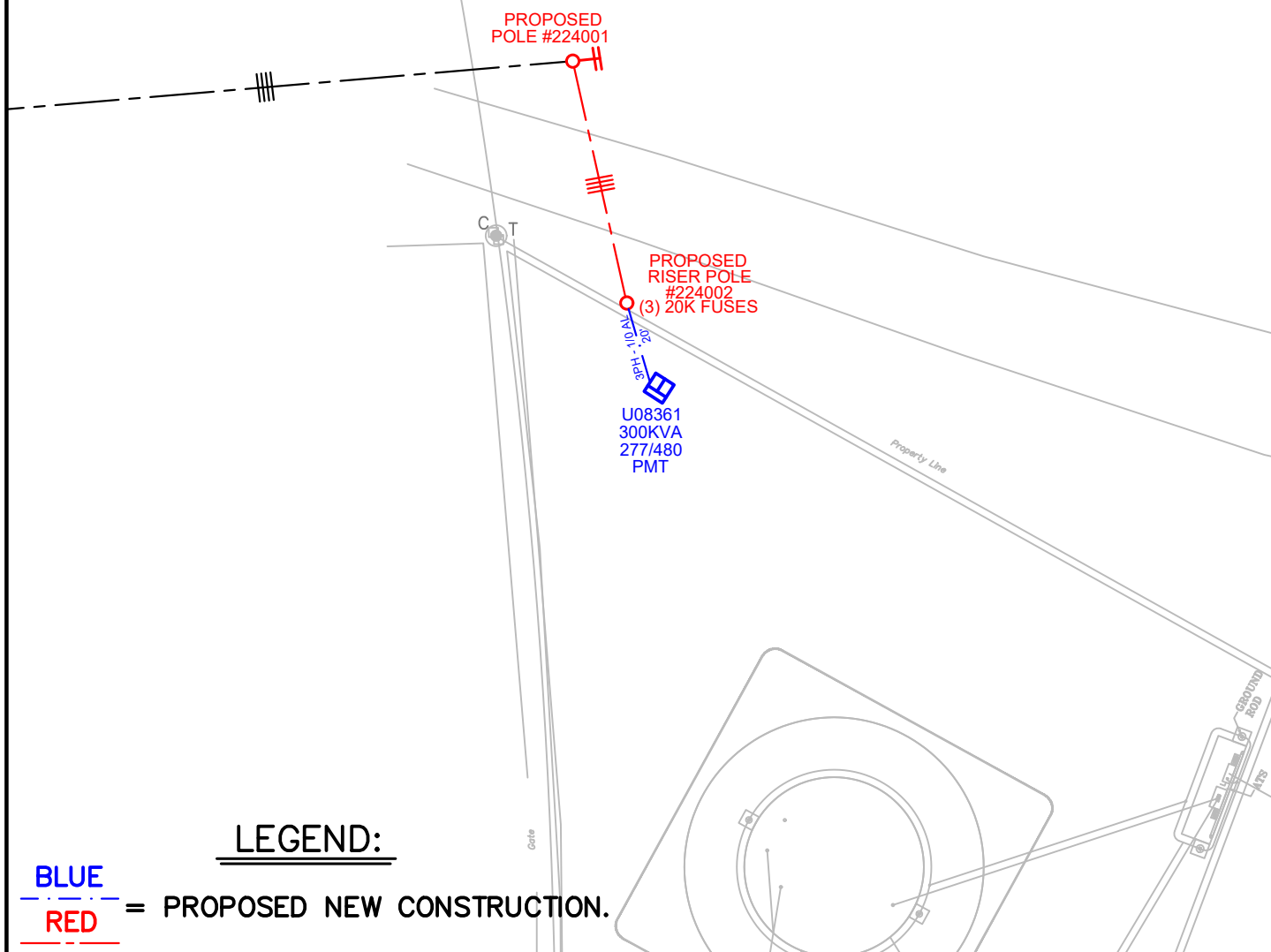
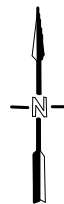
STATE OF TEXAS | COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

____ 20 ____ BY _____

OWNER/AUTHORIZED SIGNATORY

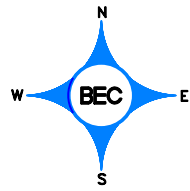
NOTARY PUBLIC, STATE OF TEXAS



BLUEBONNET ELECTRIC COOPERATIVE, INC.
GIDDINGS, TEXAS

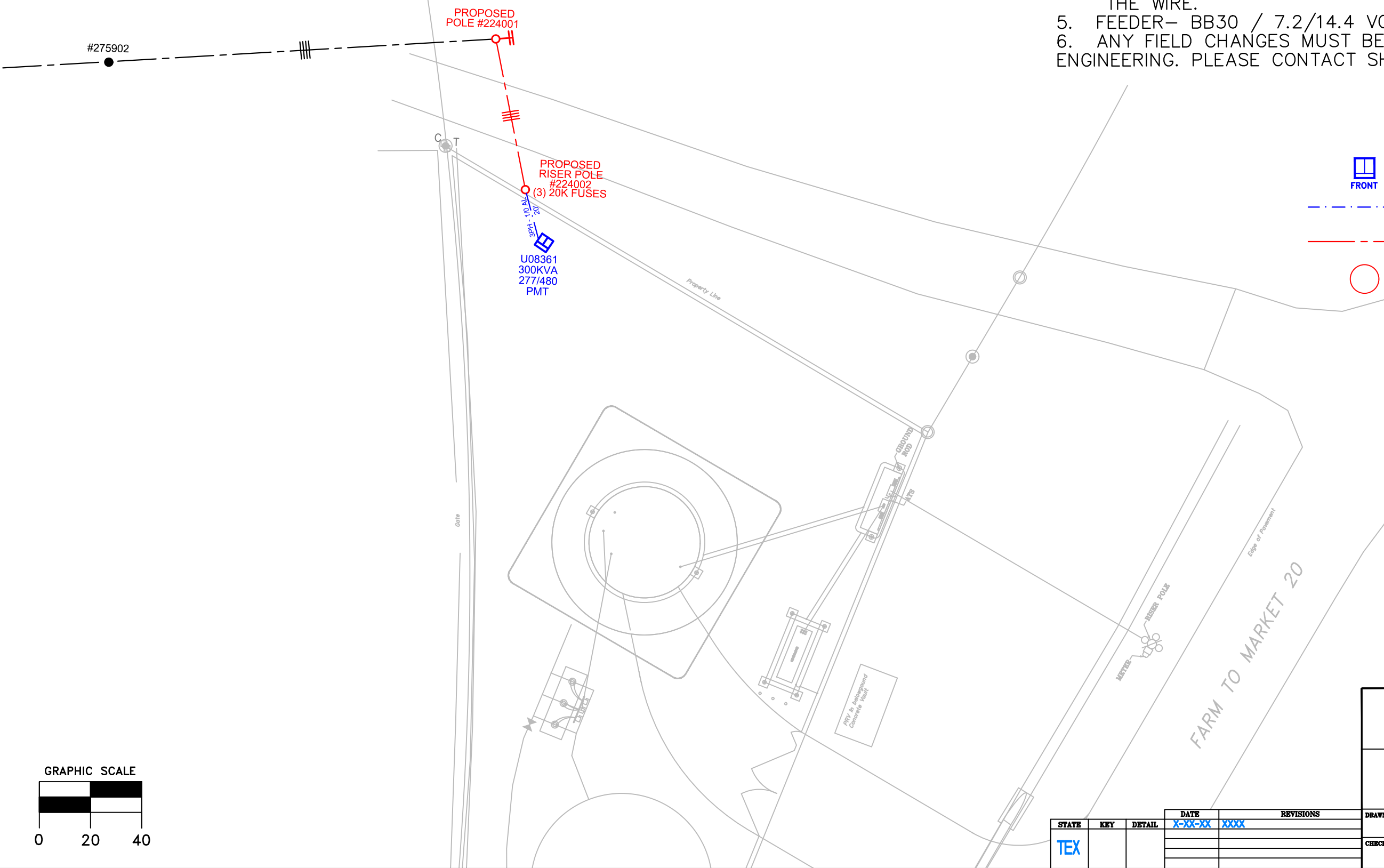
SCALE: NONE DATE: 4-8-20 BKL PROJECT: CITY OF BASTROP FM20 WATER PLANT

COUNTY: BASTROP MAP REF: _____ W.O.#: 60284058







NOTES:

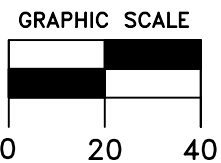
1. 1/0 AL WIRE TO BE PULLED IN.
2. 20' WIDE URD EASEMENT AND 30' O/H EASEMENT.
3. BLUEBONNET CONTRACTOR TO DIG TRENCH AND INSTALL CONDUIT.
4. BLUEBONNET CONTRACTOR TO PULL AND TERMINATE THE WIRE.
5. FEEDER- BB30 / 7.2/14.4 VOLTAGE
6. ANY FIELD CHANGES MUST BE APPROVED BY ENGINEERING. PLEASE CONTACT SHANE AT (979) 542-8540.



LEGEND

-  3 PHASE PADMOUNT TRANSFORMER
-  3 PHASE URD PRIMARY (REQUIRES (3) 3" PVC SCH. 40 CONDUIT WITH A MINIMUM 4' OF COVER)
-  PROPOSED OVERHEAD
-  PROPOSED POLE

**PLAN # 60250534
 URD # 60284058
 OH # 60250535
 APPROVED
 FOR CONSTRUCTION
 APRIL 07, 2020**



**COMPOSITE DRAWING FOR:
 CITY OF BASTROP
 FM 20 WATER PLANT**

STATE	KEY	DETAIL	DATE	REVISIONS	DRAWN BY:	DATE:	APPD. BY:	DWG. NO.
TEX			X-XX-XX	XXXX	SM	04-07-20	SM	BEC-1718
					CHECKED BY:	WO. NO.:	SHEET NO.	
					SM	60284058	1 OF 1	



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 12F

TITLE:

Consider action to approve funding the City's share of the Capital Area Council of Government's (CAPCOG) Air Quality Program for Fiscal Year 2021.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

BACKGROUND/HISTORY:

This year marks CAPCOG's 50th Anniversary, and one of the programs that has exemplified the spirit of regional cooperation at CAPCOG has been its Air Quality Program. The City of Bastrop is being asked to again consider funding CAPCOG's Air Quality Program in FY 2021. Over the years, CAPCOG's Air Quality Program has been a local government-driven air quality planning effort to protect public health, the environment, the region's economy, and flexibility in regional transportation planning. The program includes air quality data collection and analysis, tracking and updating of the region's air quality plan, technical assistance to local partners to implement emission reduction measures, and public outreach to help improve air quality and reduce exposure to pollution. The strength of this partnership has been evident in recent years as over 20 local governments stepped in to fully fund the Air Quality Program, despite the loss of state funding in 2017.

The amount of the funding being requested is \$508.00 which is a reduction from the \$1,455 that the City funded last year.

Mayor Pro Tem Lyle Nelson, a member of the CAPCOG Executive Committee, will also be able to share his knowledge regarding the program with Council on Tuesday night.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

This cost is listed in the 2020-2021 FY budget.

RECOMMENDATION:

Consider action to approve funding the City's share of the Capital Area Council of Government's Air Quality Program for Fiscal Year 2021.

ATTACHMENTS:

- FY 2021 Air Quality Program Funding Request Letter
- MSA Regional Air Quality Plan



Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165

Austin, Texas 78744-2306

Ph: 512-916-6000 Fax: 512-916-6001

www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

May 8, 2020

Honorable City of Bastrop Mayor Pro-Tem Lyle Nelson
P.O. Box 427
Bastrop, TX 78602

RE: Fiscal Year 2021 Air Quality Program Funding Request

Dear Mayor Pro-Tem Nelson:

This year marks CAPCOG's 50th Anniversary, and one of the programs that has exemplified the spirit of regional cooperation at CAPCOG has been its Air Quality Program. It is in this spirit that I am writing you to request that City of Bastrop again consider funding CAPCOG's Air Quality Program in FY 2021. Over the years, CAPCOG's Air Quality Program has been a local government-driven air quality planning effort to protect public health, the environment, the region's economy, and flexibility in regional transportation planning. The program includes air quality data collection and analysis, tracking and updating of the region's air quality plan, technical assistance to local partners to implement emission reduction measures, and public outreach to help improve air quality and reduce exposure to pollution. The strength of this partnership has been evident in recent years as over 20 local governments stepped in to fully fund the Air Quality Program, despite the loss of state funding in 2017.

The legislature has now partially reinstated funding for our data collection efforts, but we will still need some local funding for FY 2021 in order to conduct data analysis, outreach, technical assistance, and on-going support of the Clean Air Coalition, such as developing an annual air quality report and providing monthly updates. Consistent with the approach we have taken in prior years, CAPCOG is requesting that City of Bastrop and all other city and county governments participating in the Clean Air Coalition consider contributing to CAPCOG's FY 2021 Air Quality Program based on each jurisdiction's population and local government type (city or county). We are of course aware of the challenges that our communities face in planning for their FY 2021 budgets, so we are happy to be able to reduce our funding request for FY 2021 to \$508, down from the \$1,455 requested for FY 2020. And while we are also aware that budgets will not be finalized until late summer, we are requesting that you let us know by the end of May if your city will be able to participate so that we can plan our own budget and work plan accordingly.

Thank you again for your participation in the Clean Air Coalition and your consideration of this request. If you have any questions, please feel free to contact me at (512) 916-6043 or at ahoekzema@capcog.org.

Sincerely,

Andrew Hoekzema
Director of Regional Planning and Services

CAPCOG Fiscal Year 2021 Air Quality Funding Request Overview

Estimate of Total Air Quality Funding Needs for FY 2021

CAPCOG anticipates needing \$430,000 to conduct the air quality program in FY 2021. This is the same amount planned for FY 2020. This funding will enable CAPCOG to carry out the tasks identified in CAPCOG’s 2019-2023 air quality scope of work approved by the CAC in February 2019:

1. CAC Support;
2. Technical Assistance to CAC Member Organizations to Implement Emission Reduction Measures;
3. Outreach and Education Activities;
4. Annual Air Quality Report;
5. Ozone Monitoring;
6. Monitoring Data Analysis;
7. Emissions, Control Strategy, and Air Quality Modeling Analysis; and
8. Other Studies and Planning Activities.

The following table summarizes the estimated funding need for each group of tasks for FY 2021.

Table 1. Funding Needs for FY 2021 by Task Group

Task Group	Tasks	FY 2021 Funding Need
Monitoring	5	\$155,000
Data Analysis	6 and 7	\$50,000
Planning Activities	1, 4, and 8	\$75,000
Outreach and Technical Assistance	2 and 3	\$150,000
TOTAL	n/a	\$430,000

Estimate of Local Funding Need for FY 2021

CAPCOG will be reducing our FY 2021 funding request from local governments due to the availability of TCEQ funding to pay for CAPCOG’s monitoring costs in FY 2020 and FY 2021. CAPCOG expects that a total of \$275,000 will be needed from local sources for FY 2021. This will include approximately \$125,000 carry-forward from local funding raised for FY 2020 (due to use of TCEQ funding for the majority of monitoring costs in 2020 rather than local funds), and approximately \$150,000 in new revenues from CAC members.

CAPCOG’s anticipated \$150,000 funding request to local governments represents a 65% reduction in local funding requested from the \$430,000 requested for FY 2020. However, the opportunity for carryforward into 2021 is a one-time advantage. In the future, CAPCOG would expect to need \$289,375 from local sources each year to carry out all of the tasks other than monitoring (CAPCOG is assuming continued availability of TCEQ to be available to cover monitoring costs in FY 2022 and FY 2023), or more, to account for cost increases year over year):

- Annual budget: \$430,000
- Annual TCEQ funding: \$140,625
- Difference: \$289,375

Please also note that if there are any jurisdictions that choose not to participate in funding for FY 2021, we would either need to scale back our FY 2021 program or need additional funding from jurisdictions that are participating to make up for the difference.

FY 2021 Funding Request by Jurisdiction

CAPCOG calculated the FY 2021 funding request for each jurisdiction using the same approach as we did for our FY 2018, FY 2019, and FY 2020 funding requests, based on the latest population data and jurisdiction type. Counties pay half the rate as cities, reflecting their more limited sources of revenue compared to cities. CAPCOG used January 1, 2019, population estimates from the State Demographic Center, resulting in an FY 21 rate for cities of \$0.055149 per capita, and a rate of \$0.027574 per capita for counties. The following table summarizes the funding requests for FY 2021 by jurisdiction, along with a comparison to the FY 2020 funding request.

Table 2. FY 2021 CAPCOG Air Quality Program Funding Request by Jurisdiction and Comparison to FY 2020 Request

Entity	FY 20 Request	Population 1/1/19	FY 21 Request	Difference
Bastrop County	\$7,239	88,296	\$2,435	(\$4,804)
Caldwell County	\$3,450	42,956	\$1,184	(\$2,266)
Hays County	\$17,789	226,853	\$6,255	(\$11,534)
Travis County	\$101,111	1,260,620	\$34,761	(\$66,350)
Williamson County	\$45,706	571,610	\$15,762	(\$29,944)
City of Austin	\$155,824	974,581	\$53,747	(\$102,077)
City of Bastrop	\$1,455	9,211	\$508	(\$947)
City of Bee Cave	\$1,038	6,957	\$384	(\$654)
City of Buda	\$2,304	18,323	\$1,010	(\$1,294)
City of Cedar Park	\$11,026	73,766	\$4,068	(\$6,958)
City of Elgin	\$1,633	10,234	\$564	(\$1,069)
City of Georgetown	\$11,312	75,247	\$4,150	(\$7,162)
City of Hutto	\$4,018	24,809	\$1,368	(\$2,650)
City of Kyle	\$6,970	46,174	\$2,546	(\$4,424)
City of Lago Vista	\$1,070	7,114	\$392	(\$678)
City of Lakeway	\$2,484	15,827	\$873	(\$1,611)
City of Leander	\$8,521	58,638	\$3,234	(\$5,287)
City of Lockhart	\$2,268	13,889	\$766	(\$1,502)
City of Luling	\$975	6,016	\$332	(\$643)
City of Pflugerville	\$10,544	68,924	\$3,801	(\$6,743)
City of Round Rock	\$20,275	130,282	\$7,185	(\$13,090)
City of San Marcos	\$9,994	66,466	\$3,667	(\$6,327)
City of Sunset Valley	\$119	698	\$38	(\$81)
City of Taylor	\$2,875	17,597	\$970	(\$1,905)
TOTAL – MSA	\$430,000	2,190,335	\$150,000	(\$280,000)

Capital Area Council of Governments Scope of Work for Support of the 2019- 2023 Austin-Round Rock-Georgetown MSA Regional Air Quality Plan

Approved by the Clean Air Coalition on February 13, 2019

This scope of work (SoW) identifies the tasks that the Capital Area Council of Governments (CAPCOG) intends to carry out in support of the 2019-2023 Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) Regional Air Quality Plan adopted by the Central Texas Clean Air Coalition (CAC). Tasks in this SoW relate to specific roles that the Plan anticipates for CAPCOG throughout the term of the Plan, and are described in a general manner in order to broadly describe these activities in any given year. In the fall of each year, after the level of resources that will be available for the fiscal year is confirmed, CAPCOG will prepare a more specific work plan for the following year for approval by the CAC. CAPCOG will provide annual reports to the CAC on the use of local air quality funding by CAPCOG's Air Quality Program.

Task 1: Clean Air Coalition Support

This task involves ongoing CAPCOG support for the CAC and the CAC Advisory Committee (CACAC). The CAC is the region's umbrella organization for regional air quality planning among cities, counties, and other regional stakeholders, including private industry. The CACAC provides technical and policy advice to the CAC on air quality issues. This support includes:

- Preparation of agendas and supporting materials for CAC and CACAC meetings;
- Presenting information at CAC and CACAC meetings;
- Researching issues at the request of the CAC and CACAC;
- Providing periodic updates on air quality issues to the CAC and CACAC through newsletters and other communications;
- Logistical support for CAC and CACAC meetings, including recording meeting minutes and maintaining committee records;
- Coordinating appointments to the CAC and CACAC;
- Briefing new members of the CAC and CACAC on air quality issues;
- Participation in air quality-related work groups on behalf of the region; and
- Preparation and submission of comment letters, resolutions, and other documents related to policy advocacy undertaken by the CAC and CACAC.

Expected outputs include:

- Monthly air quality newsletters;
- At least four regularly scheduled CAC meetings each year;

- At least four regularly scheduled CACAC meetings each year; and
- An annual work plan to be approved by the CAC by December 31 of the prior year.

Task 2: Technical Assistance to CAC Members to Implement Emission Reduction Measures

Under this task, CAPCOG will provide technical assistance to CAC members to implement emission reductions identified in the region's 2019-2023 air quality plan. This includes identifying best practices for implementing emission reduction commitments that an organization has made, analyzing operational data provided by an organization, identifying opportunities to maximize emission reductions, and assisting organizations with securing the funding and training needed to implement emission reduction measures.

Expected outputs include, at a minimum:

- Periodic workshops;
- Grant application assistance;
- Coordination of regional grant applications; and
- Templates and other resources for implementation of emission reduction measures.

Task 3: Outreach and Education Activities

This task involves air quality outreach and education activities carried out by CAPCOG. This includes:

- Maintaining the AirCentralTexas.org website;
- Maintaining AirCentralTexas.org social media accounts;
- Staffing at air quality outreach events;
- Institutional outreach and recruitment of new Clean Air Coalition supporting members;
- Outreach to the media and meteorologists;
- Air quality advertising; and
- In-kind support for the Commute Solutions program, if necessary.

CAPCOG staff will provide periodic reports on its outreach activities as requested by the CAC.

Task 4: Annual Air Quality Report

This task involves preparing CAPCOG's annual air quality report, which summarizes the region's air quality data from the previous year, the status of the implementation of the emission reductions within the region, and other information relevant to tracking the region's progress in implementing the regional air quality plan. This report provides an important tool for documenting the region's efforts to EPA and TCEQ, and to provide accountability among CAC members on implementation of commitments.

Expected outputs include:

- Annual air quality reports covering calendar years 2019, 2020, 2021, and 2022

Task 5: Ozone Monitoring

Under this task, CAPCOG will conduct ozone and meteorological monitoring at eight continuous air monitoring stations (CAMS) throughout the region in accordance with the 2019-2023 monitoring plan approved by the CAC in May 2018. Activities funded under this task will include:

CAPCOG 2019-2023 Air Quality Program Scope of Work

- Relocation of any monitoring equipment if recommended in the 2019-2023 monitoring plan;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental or replacement;
- Incidental equipment repair costs and supply costs;
- Provision of utilities to each station;
- Licenses to use TCEQ's LEADS data system to host and display monitoring data;
- Reporting data to TCEQ's LEADS system and EPA's AirNow system;
- Data validation activities;
- Monthly reports on from CAPCOG's contractor; and
- An annual report summarizing monitoring activities and comparison of performance to data quality objectives in CAPCOG's Quality Assurance Project Plan (QAPP).

CAPCOG's primary data objectives are based on EPA's most recent ambient air monitoring guidance for ozone monitoring:

- Collection and validation of at least 75% of all possible hourly ozone, wind speed, wind direction, temperature, and humidity measurements each month from March 1 through November 15 each year;
- Ozone measurements to remain within 7% of reference measurements during monthly calibrations. These performance goals are consistent with EPA's most recent ambient air monitoring guidance for ozone monitoring.

Expected outputs include:

- Hourly, quality-assured ozone, wind speed, wind direction, temperature, and relative humidity data reported to TCEQ's LEADS system and EPA's AirNow system from eight CAPCOG monitoring stations; and
- An annual monitoring report documenting monitoring activities completed that year and a comparison of performance to data quality objectives.

Task 6: Monitoring Data Analysis

Under this task, CAPCOG will perform an annual data analysis of the air pollution and meteorological data collected in the previous year and compare these data to data collected in previous years. This will help identify the conditions that were most likely to lead to high air pollution levels, whether these conditions were more or less likely to occur in 2018 compared to prior years, and whether there were any specific emissions-related or meteorological-related explanations for any deviations from what has been typical for the previous several years. This analysis will help provide a better understanding of the extent to which local emission reduction efforts impacted ambient air pollution concentrations.

Expected outputs include:

- An annual air monitoring data analysis report;
- Accompanying spreadsheets.

Task 7: Emissions, Control Strategy, and Air Quality Modeling Analysis

Under this task, CAPCOG will analyze emissions and air quality modeling data relevant to ongoing regional air quality planning. This includes:

- Reviewing point source emissions inventory data reported by the facilities;
- Review mobile source emissions inventory data prepared by EPA, TCEQ, or others;
- Review studies and technical reports related to emissions and control strategies;
- Review of air quality modeling analyses conducted by EPA, TCEQ, and others;
- Refinement of emissions estimates for key sources, where appropriate;
- Analyzing trends in changes in emissions over time;
- Assessing the level of control current emission reduction measures are achieving;
- Estimating the ambient air quality impact of various emissions control and growth scenarios; and
- Estimation of costs and benefits of implementing various control strategies.

Expected outputs include:

- Memos summarizing emissions, control strategy, and modeling analyses completed;
- Reports documenting any emissions inventory refinement, control strategy assessments, or impact assessments completed.

Task 8: Other Studies and Planning Activities

This task involves other research and planning activities as directed by the CAC. Examples projects in this category include:

- Preparation of an annual work plan for approval by the CAC that provides further definition to activities that will be carried out by CAPCOG in the following year;
- Analysis of the health, environmental, and social impacts of regional air pollution;
- Analysis of the potential economic and regulatory impacts of non-compliance with air quality standards; and
- Development of air quality plans.

Resources

This scope of work is being carried out during FY 2020 with approximately \$430,000, with contributions from 22 different local governments providing the necessary funding. CAPCOG will prepare an updated estimate of the annual funding needed to carry out this scope of work during the first quarter of each year ahead of funding requests submitted to local governments for the following year, based on any changes in costs of goods and services and each jurisdiction's population in accordance with the funding formula CAPCOG has used for FY 2018-2020.



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 12G

TITLE:

Consider action to approve Resolution No. R-2020-46 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter, and establishing an effective date.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

BACKGROUND/HIS TORY:

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

POLICY EXPLANATION:

Mayor Connie Schroeder has appointed Jimmie Cottle to Place 3 of the Fairview Cemetery Advisory Board. The approval of this Resolution will provide confirmation of this appointment by Council as required by the Charter.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-46 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS :

- Resolution

RESOLUTION NO. R-2020-46

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
CONFIRMING A BOARD APPOINTMENT OF THE MAYOR, AS REQUIRED IN
SECTION 3.08 OF THE CITY'S CHARTER; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, Mayor Connie Schroeder has appointed Jimmie Cottle to Place 3 on the Fairview Cemetery Advisory Board; and

WHEREAS, City Council must confirm this appointment as required by the City Charter.

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

Section 1: That Mayor Connie Schroeder has appointed Jimmie Cottle to Place 3 on the Fairview Cemetery Advisory Board.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Jimmie Cottle to Place 3 on the Fairview Cemetery Advisory Board.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of May, 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 13A

TITLE:

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

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager





STAFF REPORT

MEETING DATE: May 26, 2020

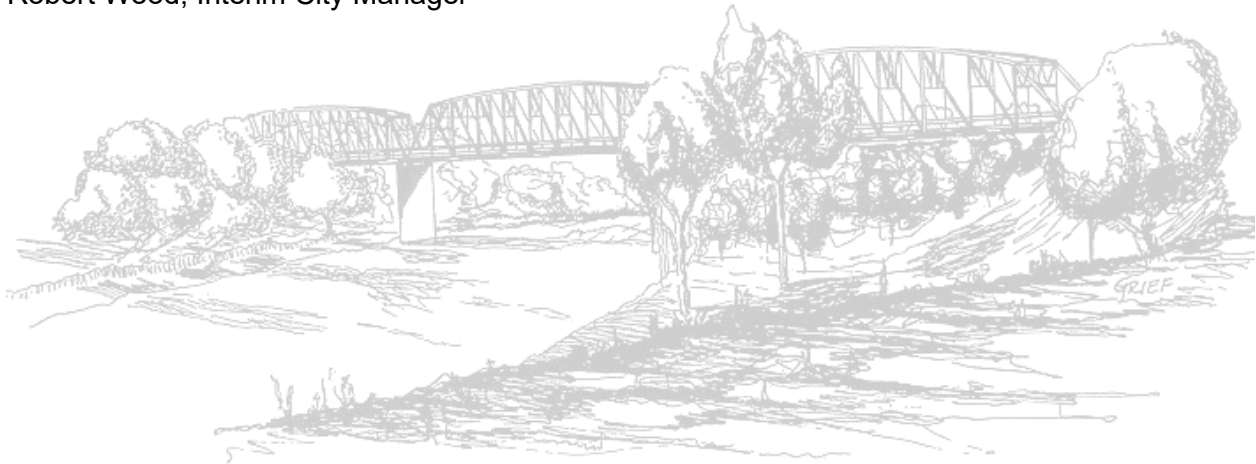
AGENDA ITEM: 13B

TITLE:

The City Council shall recess its regular session and convene into executive session as provided by Texas Government Code Section 551.071 to deliberate upon, seek the legal advice of, and direct its Litigation Counsel regarding the Smith et. al v. City of Bastrop, et. al lawsuit pending as Civil Action No. 1:19-cv-1054 in the U.S. District Court, Western District of Texas, Austin Division.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager





STAFF REPORT

MEETING DATE: May 26, 2020

AGENDA ITEM: 14

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

