

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



September 14, 2021, Regular Meeting at 6:30 P.M.

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

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

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON SEPTEMBER 14, 2021. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

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

3. INVOCATION – Robert Wellington, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

5. WORK SESSION/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending July 31, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on September 14, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. 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 Manager 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.

8. CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the August 24, 2021, Regular meeting and August 30, 2021, Joint Council and Visit Bastrop meeting. (Submitted by: Ann Franklin, City Secretary)
- 8B. Consider action to approve the second reading of Resolution No. R-2021-66 of the City Council of the City of Bastrop, Texas, approving a Project with Moca Ventures Nebraska, LLC (formerly known as John Baasch Augers and Flighting Inc. and Project Swipe) in the amount of Nine Hundred Thousand Dollars (\$900,000.00) for the project; and providing an effective date. (Submitted by: Genora Young, BEDC Interim Executive Director)

9. ITEMS FOR INDIVIDUAL CONSIDERATION

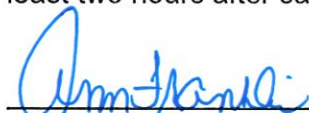
- 9A. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2021-12 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2021-2022 (October 1, 2021 through September 30, 2022) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting; and move

to include on the September 21, 2021 agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)

- 9B. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2021-13 of the City Council of the City of Bastrop, Texas, adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2021-2022 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; proper notice and meeting; and move to include on the September 21, 2021 agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 9C. Consider action to approve the first reading of Resolution No. R-2021-84 of the City Council of the City of Bastrop, Texas, authorizing the expenditure of Bastrop Economic Development Corporation funds in the amount of NINETY-FOUR THOUSAND, THREE HUNDRED DOLLARS (\$94,300.00) to enter into a professional services agreement for a wastewater study in Bastrop's Extraterritorial Jurisdiction (ETJ); providing an effective date; and move to include on the September 21, 2021, Consent Agenda for second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)
- 9D. Consider action to approve Resolution No. R-2021-73 of the City Council of the City of Bastrop, Texas, approving the Viridian Public Improvement District Financing and Reimbursement Agreement (PFA) between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 9E. Consider action to approve Resolution No. R-2021-85 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 9F. Consider action to approve Resolution No. R-2021-86 of the City Council of the City of Bastrop, Texas reappointing Mayor Pro Tem Lyle Nelson as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)

13. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, September 9, 2021 at 11:00 a.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 4A

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
September 14, 2021



Latest Activities

August 17 – September 6

Events in 2021: 258

Chamber Luncheon
CARTS



Perseverance in the Pines



Farm Street Opry



Rotary Scholarship for TSTC
Alex Garrison (welder) Garrison Boral (CADD)



Tree Planting at Mayfest Park



Planned Events

September 7- 14

- September 7 –
 - Commissioner’s Court Special Hearing
 - Centennial Committee
 - Heart of Bastrop Filming
- September 9 –
 - Stand Ready Initiative
 - Employee Appreciation Luncheon
 - Alive After Five (Kragh’s)
- September 10 – Patriot’s Day Ceremony (Bastrop High School)
- September 13 –
 - 2022 Bastrop County MLK Event Meeting (City of Bastrop Hosting)
 - Library Board Meeting
- September 14 –
 - Heart of Bastrop Filming
 - Council Meeting



Upcoming Events & City Meetings

- September 15 – Bird City Coalition Meeting
- September 16 –
 - CMIT Solutions Ribbon Cutting
 - Board and Commission Orientation
- September 17
 - Ambassador Meeting
 - Realtor’s Chili Cook Off
- September 20 – BEDC Board Meeting
- September 21– Council Meeting

❖ *NOTE: No council meeting on September 28th*





STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 4B

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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:

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STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 4C

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

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STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 6A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending July 31, 2021.

AGENDA ITEM SUBMITTED BY:

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 the forecast by almost 23%. This is attributed substantially to development fees and sales tax. Sales tax is almost 22% above forecast and the development services category of revenue is already \$1,115,536 over the budgeted amount.

Debt Service received the bond refunding proceeds which is an inflow of resources, and you will see on the expense summary an outflow of resources.

HOT funds revenue is short of forecast due to COVID-19 impacting the hospitality industry to a greater extent than projected. July is the first month revenues have exceeded forecast. This will start to close the gap on the shortfall.

The Capital Bond funds are short of forecast due to interest returns being lower than forecast.

All other funds are performing positive to forecast.

EXPENDITURES

Debt service has a transaction for the bond refunding.

The cemetery is trending short of forecast due to several plot buybacks.

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-2021-80 on August 24, 2021.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending July 31, 2021

CITY OF BASTROP

Comprehensive Monthly Financial Report
July 2021



Performance at a Glance as of July 31, 2021



	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY		
ALL FUNDS SUMMARY	POSITIVE	Page 3-4
SALES TAXES	POSITIVE	Page 5
PROPERTY TAXES	POSITIVE	Page 6
GENERAL FUND EXPENSE BY DEPARTMENT	POSITIVE	Page 7
WATER/WASTEWATER REVENUES	POSITIVE	Page 8
WATER/WASTEWATER EXPENDITURES BY DIVISION	POSITIVE	Page 9
ELECTRIC REVENUES	POSITIVE	Page 10
HOTEL OCCUPANCY TAX REVENUES	NEGATIVE	Page 11
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION	POSITIVE	Page 12
LEGAL FEES BY ATTORNEY/CATEGORY	POSITIVE	Page 13
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	

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2021</u> <u>Approved Budget</u>	<u>FY2021</u> <u>Forecast YTD</u>	<u>FY2021</u> <u>Actual YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 13,231,238	\$ 10,990,128	\$ 13,450,854	22.4%
Designated	63,583	36,317	47,819	31.7%
Innovation	795,894	645,894	646,438	0.0%
Street Maintenance	1,024,000	1,023,475	1,028,760	0.5%
Debt Service	2,863,181	2,596,191	9,063,278	249.1%
Water/Wastewater	6,587,165	5,248,379	5,678,372	8.2%
Water/Wastewater Debt	2,956,026	1,717,313	1,721,764	0.3%
Water/Wastewater Capital Proj	130,000	108,333	109,182	0.8%
Impact Fees	1,571,278	1,304,398	2,716,161	108.2%
Vehicle & Equipment Replacement	537,111	458,426	460,405	0.4%
Electric	7,154,050	5,693,000	5,736,480	0.8%
HOT Tax Fund	2,548,212	2,061,031	1,578,003	-23.4%
Library Board	20,600	13,650	14,443	5.8%
Cemetery	108,750	81,563	96,753	18.6%
Capital Bond Projects	1,105,793	1,087,928	1,015,813	-6.6%
Grant Fund	731,851	12,000	77,743	547.9%
Park/Trail Land Dedicaiton	1,865	1,554	1,605	3.3%
Hunter's Crossing PID	580,031	577,711	578,429	0.1%
Bastrop EDC	3,953,570	2,218,392	3,129,685	41.1%
TOTAL REVENUES	\$ 45,964,198	\$ 35,875,683	\$ 47,151,987	31.4%

POSITIVE

WARNING

NEGATIVE

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

= Negative variance of 1-5% compared to forecast

= Negative variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2021

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2021</u> <u>Approved Budget</u>	<u>FY2021</u> <u>Forecast YTD</u>	<u>FY2021</u> <u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 13,748,678	\$ 11,288,271	\$ 10,675,605	-5.4%
Designated	501,000	# 294,150	278,634	-5.3%
Innovation	958,130	812,457	813,634	0.1%
Street Maintenance	1,020,654	977,398	83,275	-91.5%
Debt Service	2,997,157	2,740,667	8,968,142	227.2%
Water/Wastewater	6,228,137	5,459,256	5,074,172	-7.1%
Water/Wastewater Debt	2,174,353	2,254,357	2,246,968	-0.3%
Water/Wastewater Capital Proj.	583,900	545,000	539,396	-1.0%
Impact Fees	1,984,939	90,000	74,689	-17.0%
Vehicle & Equipment Replacement	272,262	241,800	241,162	-0.3%
Electric	8,355,845	6,832,572	6,718,045	-1.7%
HOT Tax Fund	2,678,012	2,498,724	2,153,249	-13.8%
Library Board	23,450	19,542	4,561	-76.7%
Park Dedication	100,000	100,000	100,000	0.0%
Cemetery	79,803	68,473	69,656	1.7%
Hunter's Crossing PID	501,025	459,438	460,456	0.2%
Capital Projects (Bond)	24,944,196	9,747,387	9,765,190	0.2%
Grant Fund	731,851	40,642	39,279	-3.4%
Bastrop EDC	5,131,091	2,855,273	2,377,415	-16.7%
TOTAL EXPENSES	\$ 73,014,483	\$ 47,325,407	\$ 50,683,528	7.1%

POSITIVE

WARNING

NEGATIVE

= Negative variance or positive variance < 1% compared to forecast

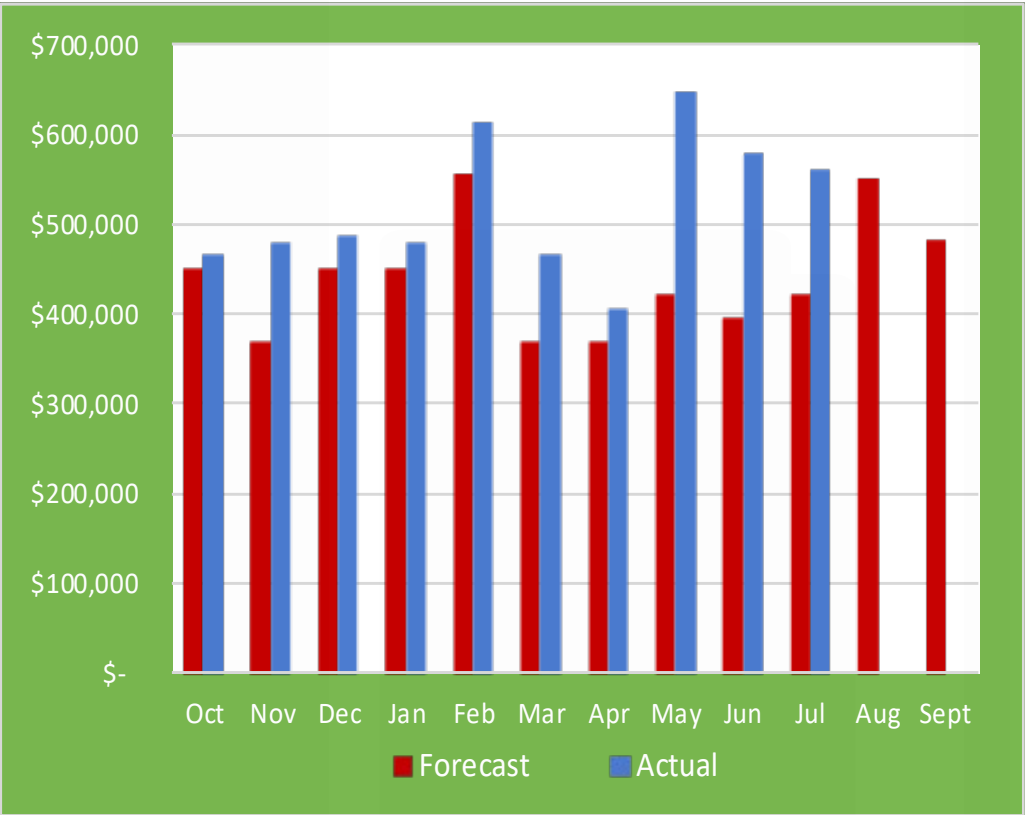
= Positive variance of 1-5% compared to forecast

= Positive variance of >5% compared to forecast

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 447,689	\$ 464,945	\$ 17,256
Nov	368,685	477,068	\$ 108,383
Dec	447,689	484,697	\$ 37,008
Jan	447,689	478,752	\$ 31,063
Feb	553,028	609,630	\$ 56,602
Mar	368,685	464,043	\$ 95,358
Apr	368,685	404,900	\$ 36,215
May	421,355	644,971	\$ 223,616
Jun	395,020	577,121	\$ 182,101
Jul	421,355	557,711	\$ 136,356
Aug	547,761		\$ -
Sept	479,291		\$ -
Total	\$ 5,266,932	\$ 5,163,838	\$ 923,958
Cumulative Forecast	\$ 4,239,880		
Actual to Forecast	\$ 923,958	21.8%	

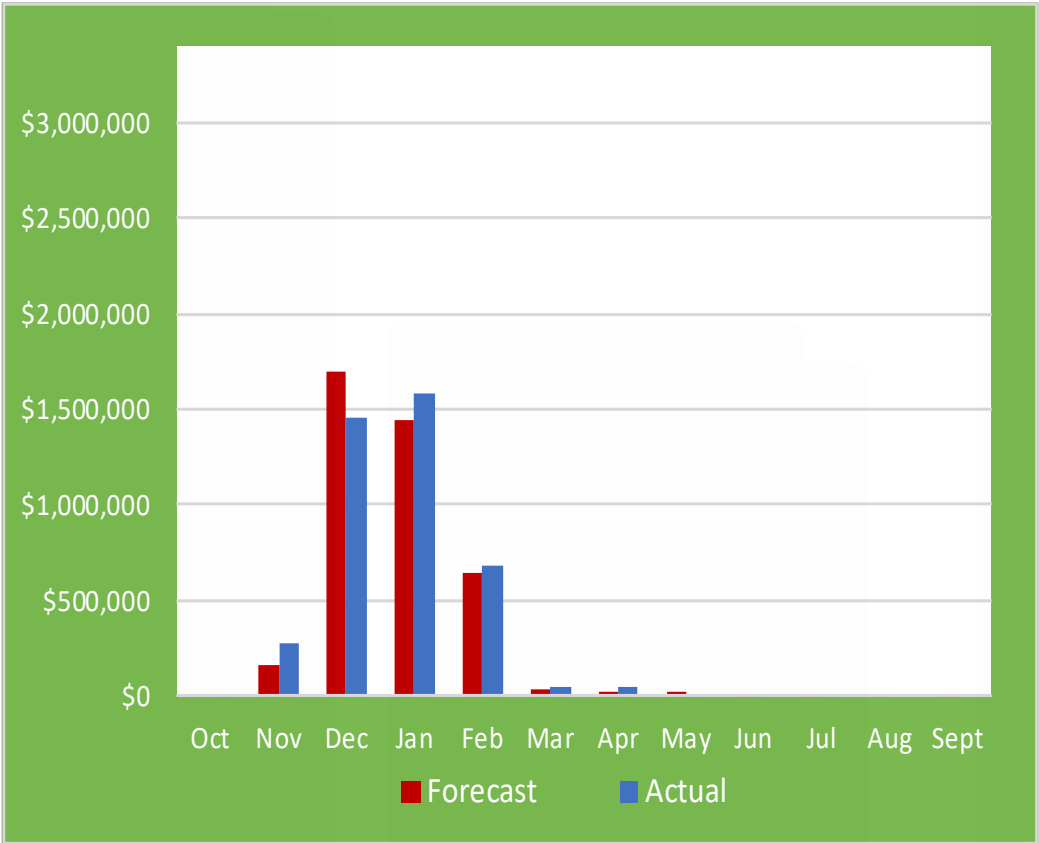


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual is almost 22% greater than forecasted. Research into the increase has shown the home improvement stores and lumber are a large part of the increase.

PROPERTY TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ -	\$ 696	\$ 696
Nov	161,543	280,465	\$ 118,922
Dec	1,696,205	1,451,029	\$ (245,176)
Jan	1,437,736	1,584,842	\$ 147,106
Feb	646,173	682,148	\$ 35,975
Mar	32,309	49,771	\$ 17,462
Apr	16,154	41,972	\$ 25,818
May	16,154	8,341	\$ (7,813)
Jun	8,077	15,630	\$ 7,553
Jul	8,077	11,068	\$ 2,991
Aug	8,077		
Sept	8,077		
Total	\$ 4,038,582	\$ 4,125,962	\$ 103,534
Cumulative Forecast	\$ 4,022,428		
Actual to Forecast	\$ 103,534	2.57%	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is 2.5% over forecast. The timing of when these payments are received does not stay consistent from year to year which increases the difficulty of forecasting the monthly receipts.

GENERAL FUND EXPENDITURES BY DEPT.

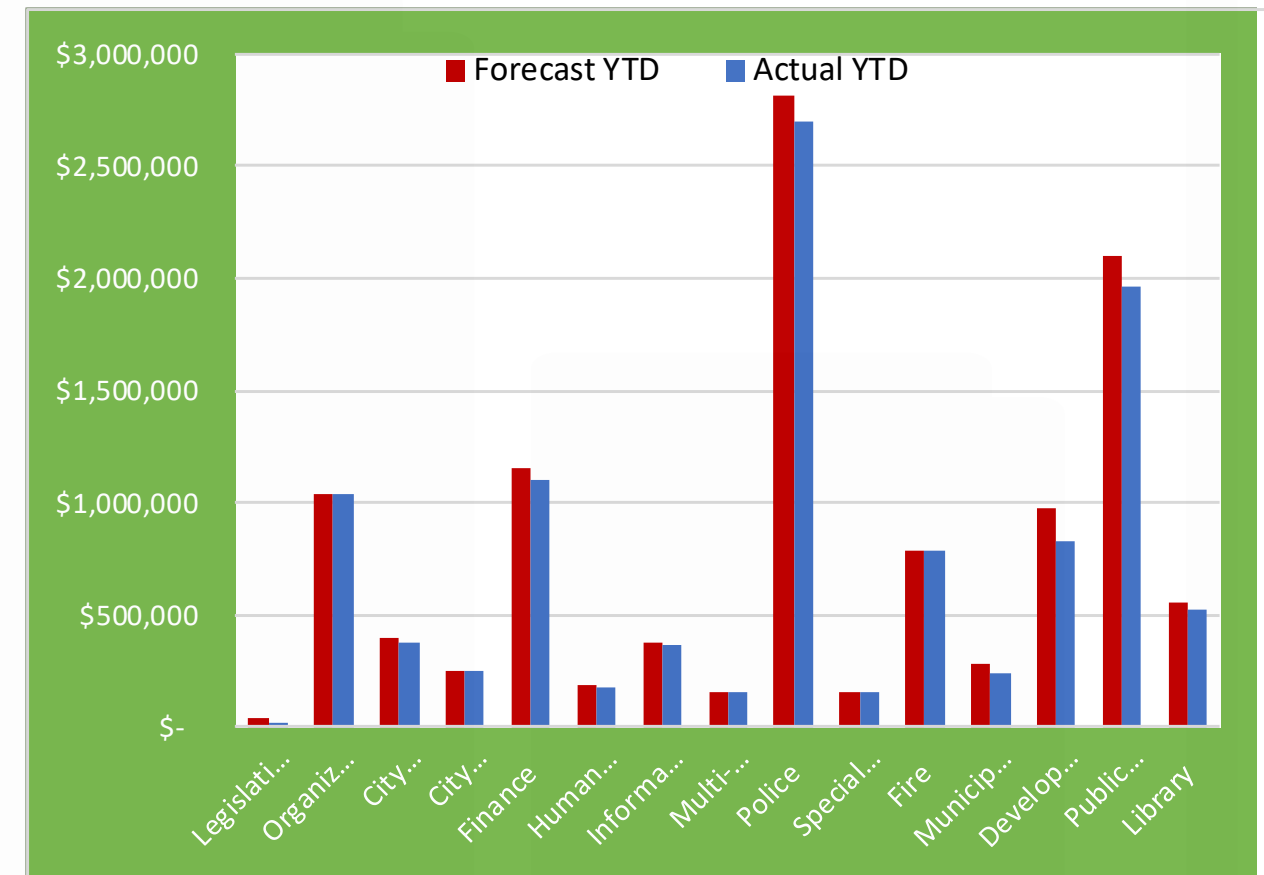
Division	FY2021 Forecast YTD	FY2021 Actual YTD	Variance
Legislative	\$ 39,736	\$ 16,917	\$ (22,819)
Organizational	1,036,436	1,036,681	\$ 245
City Manager	403,351	380,164	\$ (23,187)
City Secretary	250,093	250,202	\$ 109
Finance	1,155,361	1,098,103	\$ (57,258)
Human Resources	188,855	177,008	\$ (11,847)
Information Technology	379,576	365,421	\$ (14,155)
Multi-Media	154,811	154,701	\$ (110)
Police	2,811,179	2,700,138	\$ (111,041)
Special Events/Reserv.	158,792	152,026	\$ (6,766)
Fire	790,944	791,435	\$ 491
Municipal Court	285,380	239,929	\$ (45,451)
Development Services	972,915	827,062	\$ (145,853)
Public Works	2,103,408	1,960,497	\$ (142,911)
Library	557,434	525,323	\$ (32,111)
Total	\$ 11,288,271	\$ 10,675,607	\$ (612,664)

Actual to Forecast

94.6%

POSITIVE

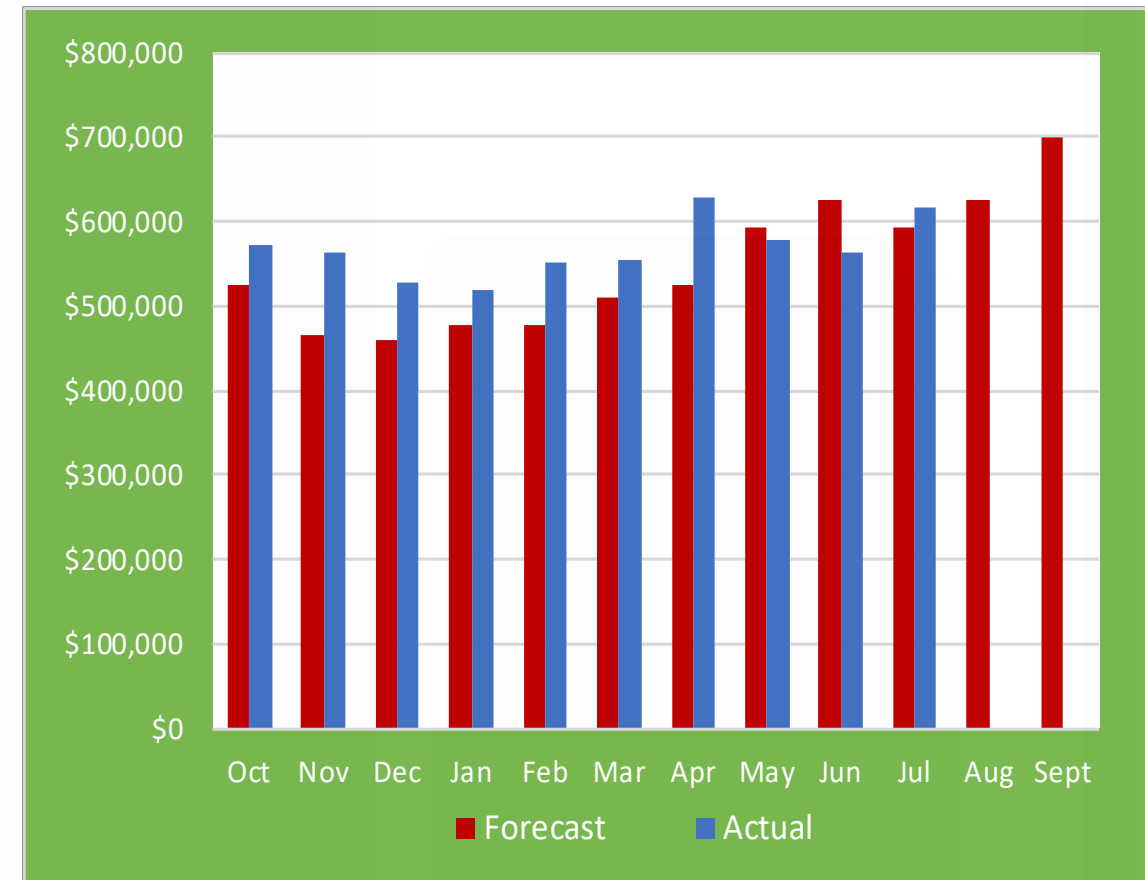
This is a new page to the financial report that looks at forecast to actual by department within the General Fund. YTD the actual is 94% of forecast. We will continue to refine our forecast based on historic patterns and understanding of what has been budgeted. The departments that are close to forecast will be reviewed to make sure they will finish short of budget.



REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 525,920	\$ 572,388	\$ 46,468
Nov	466,616	564,581	\$ 97,965
Dec	460,044	527,318	\$ 67,274
Jan	476,204	518,692	\$ 42,488
Feb	476,616	552,417	\$ 75,801
Mar	509,760	555,134	\$ 45,374
Apr	525,920	629,467	\$ 103,547
May	591,384	576,861	\$ (14,523)
Jun	624,116	564,540	\$ (59,576)
Jul	591,796	616,974	\$ 25,178
Aug	624,528		
Sept	699,992		
Total	\$ 6,572,896	\$ 5,678,372	\$ 429,996
Cumulative Forecast	\$ 5,248,376		
Actual to Forecast	\$ 429,996	8.19%	



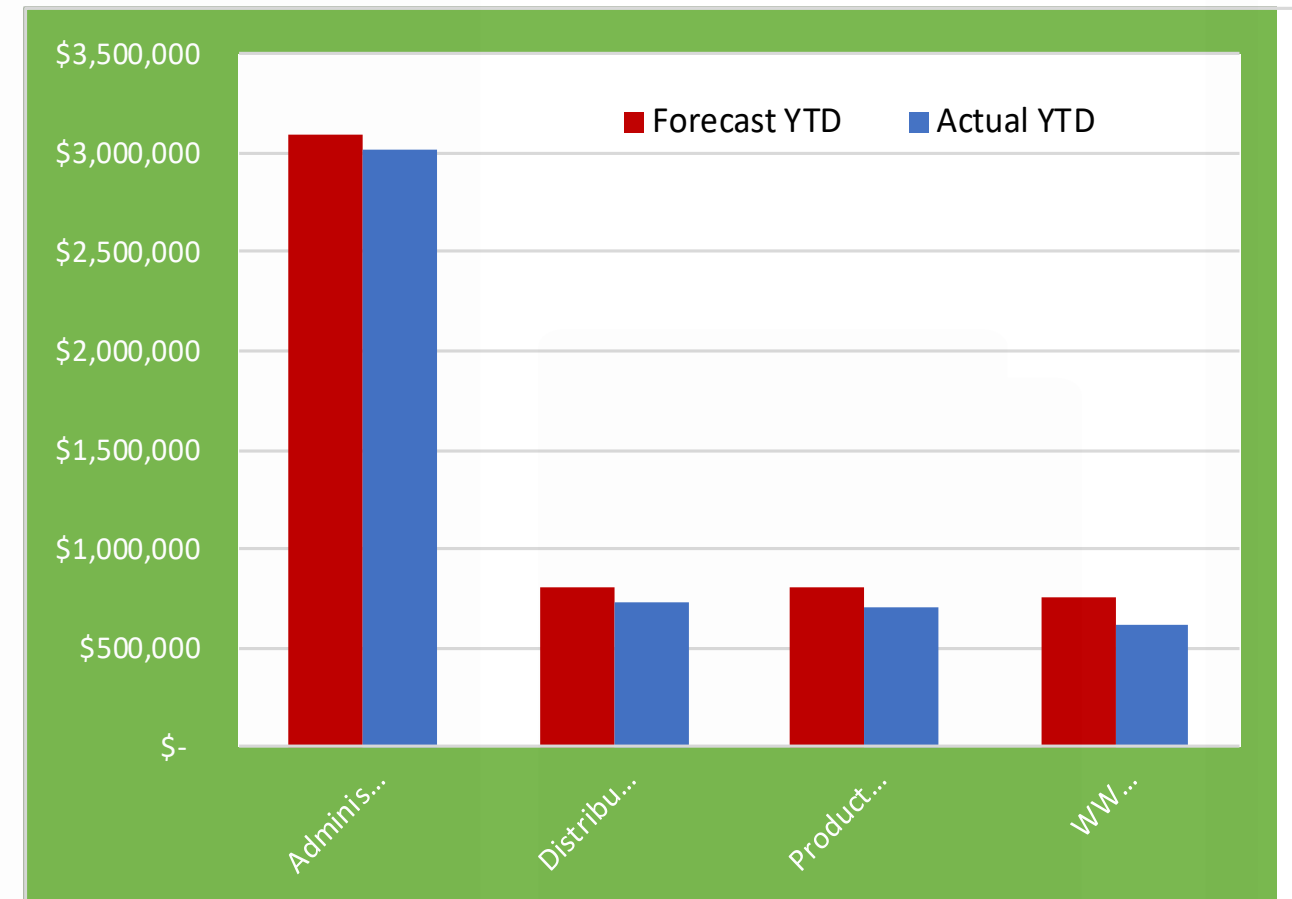
POSITIVE

The water and wastewater actual revenue is higher than forecast 8.7%. There were 27 new meters set this month all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2021 Forecast YTD</u>	<u>FY2021 Actual YTD</u>	<u>Variance</u>
Administration	\$ 3,094,864	\$ 3,021,864	\$ (73,000)
Distribution/Collection	801,917	726,700	\$ (75,217)
Production/Treatment	803,580	711,275	\$ (92,305)
WW Treatment Plant	<u>758,896</u>	<u>614,333</u>	<u>\$ (144,563)</u>
Total	<u>\$ 5,459,257</u>	<u>\$ 5,074,172</u>	<u>\$ (385,085)</u>
Actual to Forecast		92.9%	

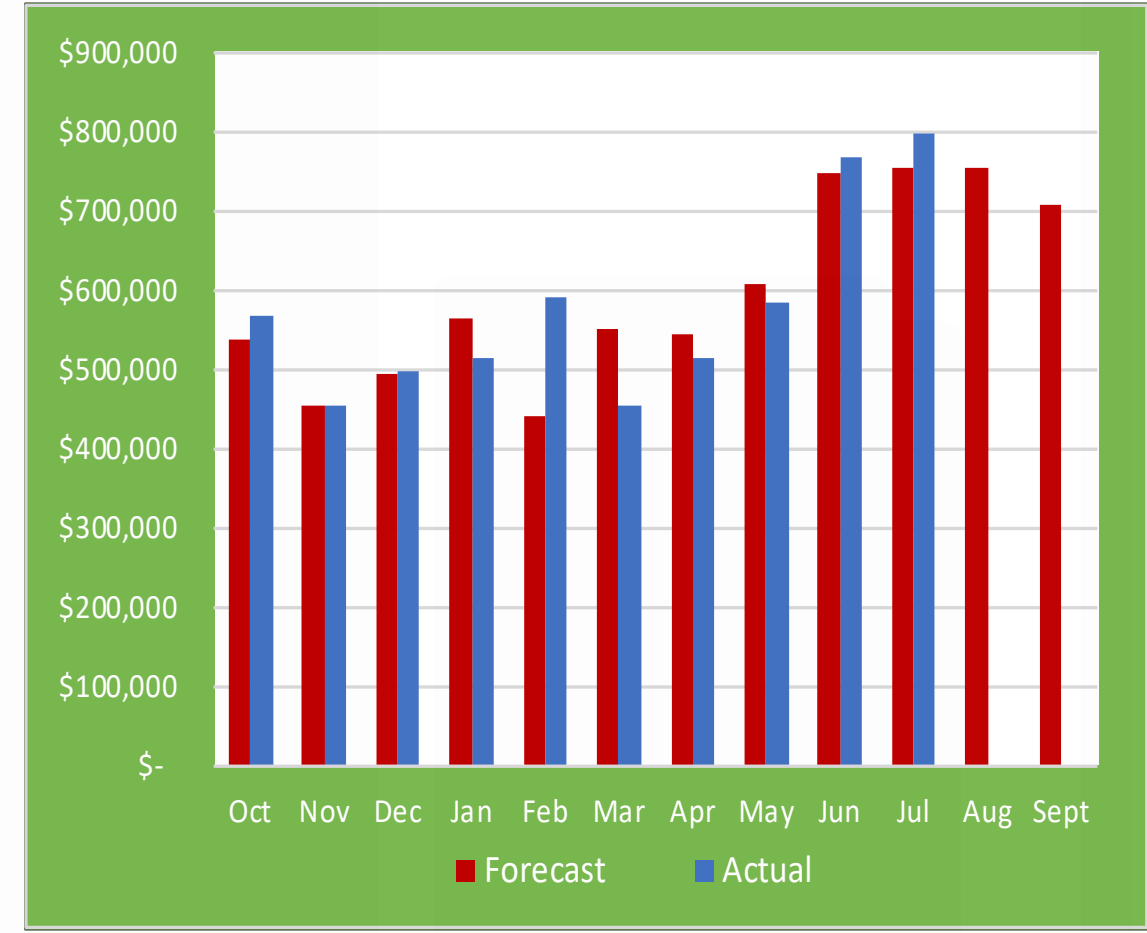


POSITIVE

This is a new page in the Financial Report that tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is 93% of forecast.

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 537,087	\$ 566,455	\$ 29,368
Nov	452,966	454,582	\$ 1,616
Dec	495,027	497,321	\$ 2,294
Jan	563,804	513,921	\$ (49,883)
Feb	439,936	589,838	\$ 149,902
Mar	551,107	453,586	\$ (97,521)
Apr	544,097	514,320	\$ (29,777)
May	607,188	584,871	\$ (22,317)
Jun	747,389	765,696	\$ 18,307
Jul	754,399	795,891	\$ 41,492
Aug	754,399		
Sept	706,651		\$ -
Total	\$ 7,154,050	\$ 5,736,481	\$ 43,481
Cumulative Forecast	\$ 5,693,000		
Actual to Forecast	\$ 43,481	0.76%	



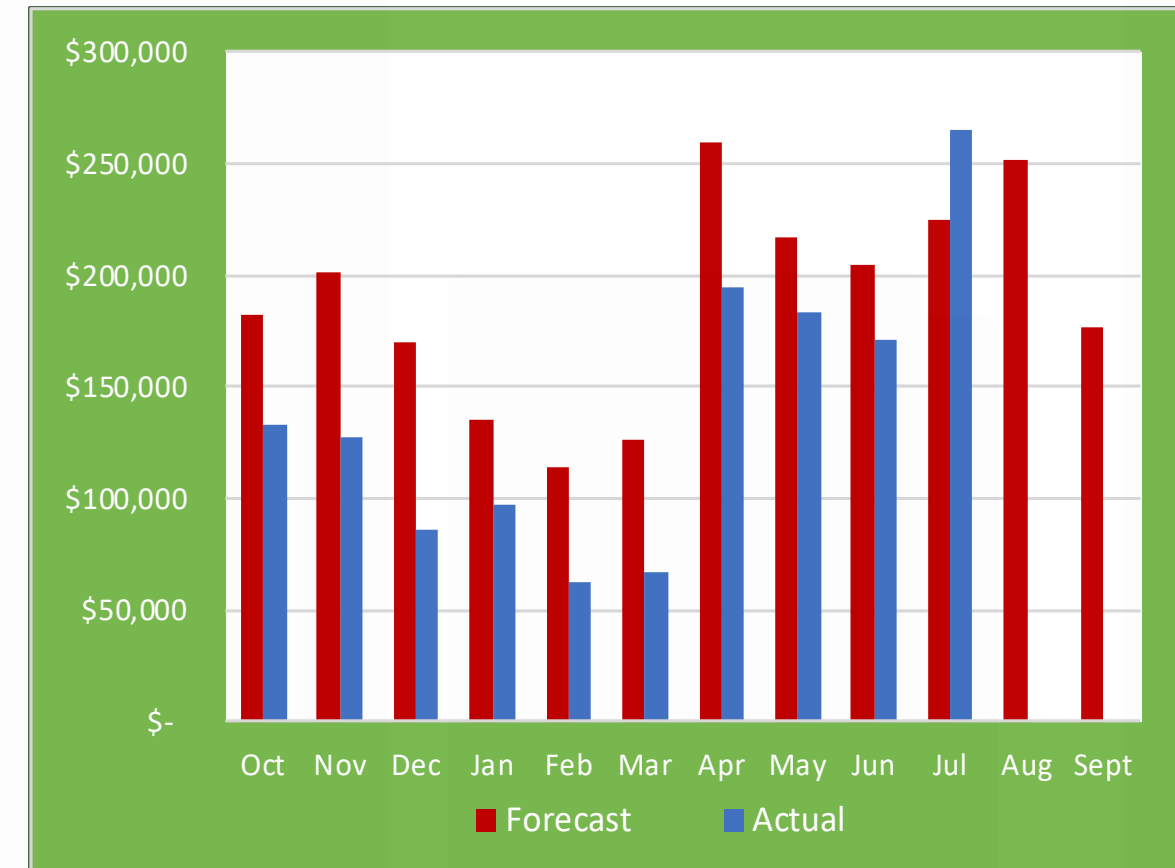
POSITIVE

The Electric utility revenue is just slightly above forecasted revenue. There were 14 new meters set this month all residential.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 182,735	\$ 132,707	\$ (50,028)
Nov	201,789	127,813	\$ (73,976)
Dec	170,328	85,533	\$ (84,795)
Jan	134,764	96,666	\$ (38,098)
Feb	113,497	62,522	\$ (50,975)
Mar	126,348	67,186	\$ (59,162)
Apr	259,365	195,099	\$ (64,266)
May	217,006	183,582	\$ (33,424)
Jun	205,131	170,854	\$ (34,277)
Jul	224,808	264,886	\$ 40,078
Aug	251,780		
Sept	176,849		
Total	\$ 2,264,400	\$ 1,386,848	\$ (448,923)
Cumulative Forecast	\$ 1,835,771		
Actual to Forecast %	\$ (448,923)	-24.5%	



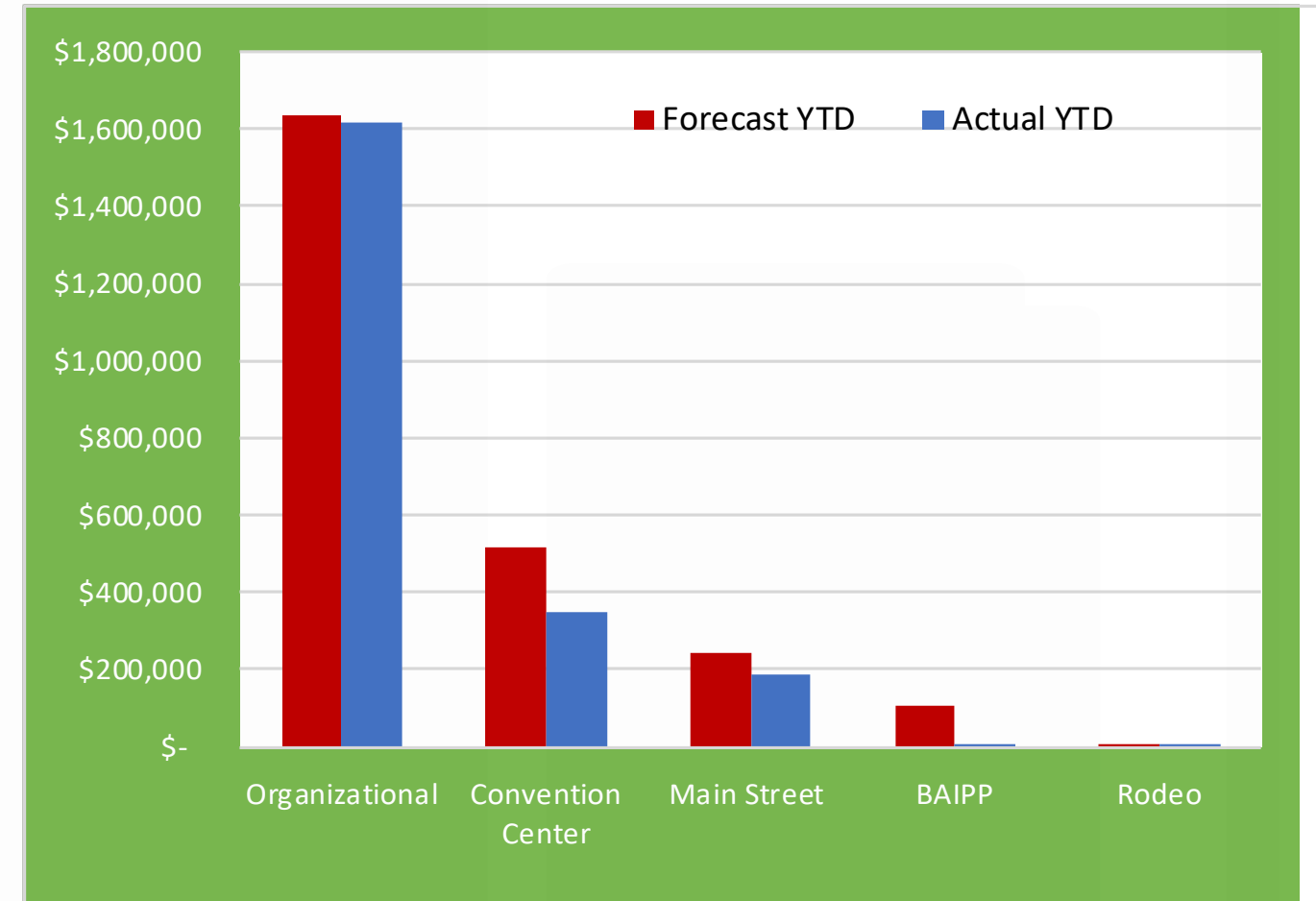
NEGATIVE

So far YTD we are over 25% negative actual to forecast. July is the first month that actual exceeded forecast. This is a great sign that the actuals are starting to trend up! ***The Hotel Tax revenue YTD is \$60,712 less than same time last year.***

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2021 Forecast YTD</u>	<u>FY2021 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 1,637,839	\$ 1,618,137	\$ (19,702)
Convention Center	514,849	346,383	\$ (168,466)
Main Street	239,675	185,282	\$ (54,393)
BAIPP	103,943	670	\$ (103,273)
Rodeo	<u>2,417</u>	<u>2,778</u>	<u>\$ 361</u>
Total	\$ 2,498,723	\$ 2,153,250	\$ (345,473)
Actual to Forecast		86.2%	



POSITIVE

This is a new page in the Financial Report that shows the actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual 86% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2021

FIRM	CASE	FY18-19	FY19-20	FY20-21
BUNDREN				
	Pine Forest Interlocal	\$ 6,195	\$ 1,298	\$ 944
BOJORQUEZ				
	General Legal	\$ 432,931	\$ 185,102	\$ 127,835
	NEU Review	\$ -	\$ -	\$ 8,493
	Bastrop 552	\$ -	\$ -	\$ 2,810
	COVID-19	\$ -	\$ 8,687	\$ 186
	Vandiver	\$ 1,857	\$ -	\$ -
	Pine Forest Interlocal	\$ -	\$ 1,275	\$ -
	Prosecutor (Municipal Court)	\$ 23,357	\$ 15,526	\$ 11,612
	Water/WW	\$ 46,721	\$ 57,168	\$ 67,169
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	\$ -	\$ 7,378	\$ 4,979
MULTIPLE FIRMS				
	XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
	Hunter's Crossing PID	\$ 89,899	\$ 10,391	\$ -
TAYLOR, OLSON, ADKIN S, SRALLA & ELAM				
	Red Light Camera Suit	\$ 717	\$ 64	\$ -
		<u>\$ 607,881</u>	<u>\$ 291,777</u>	<u>\$ 224,029</u>

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY18-19	Sum of FY19-20	Sum of FY20-21
COVID-19	\$ -	\$ 8,687	\$ 186
General Legal	\$ 432,931	\$ 185,102	\$ 127,835
Hunter's Crossing PID	\$ 89,899	\$ 17,769	\$ 4,979
Pine Forest Interlocal	\$ 6,195	\$ 2,573	\$ 944
Prosecutor (Municipal Court)	\$ 23,357	\$ 15,526	\$ 11,612
Red Light Camera Suit	\$ 717	\$ 64	\$ -
Vandiver	\$ 1,857	\$ -	\$ -
Water/WW	\$ 46,721	\$ 57,168	\$ 67,169
XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
NEU Review	\$ -	\$ -	\$ 8,493
Bastrop 552	\$ -	\$ -	\$ 2,810
Grand Total	\$ 607,881	\$ 291,777	\$ 224,029



STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on September 14, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. 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 Manager 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: September 14, 2021

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from the August 24, 2021, Regular meeting and August 30, 2021, Joint Council and Visit Bastrop meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of the City Council minutes from the August 24, 2021, Regular meeting and August 30, 2021, Joint Council and Visit Bastrop meeting.

ATTACHMENTS:

- August 24, 2021 DRAFT Regular Meeting Minutes.
- August 30, 2021 DRAFT Joint Council and Visit Bastrop Meeting Minutes.



AUGUST 24, 2021

The Bastrop City Council met in a regular meeting on Tuesday, August 24, 2021, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers present were City Manager, Paul A. Hofmann; Deputy City Secretary, Victoria Psencik; and City Attorney, Alan Bojorquez.

CALL TO ORDER – EXECUTIVE SESSION

Mayor Schroeder called the meeting to order at 5:30 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 5:31 p.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 pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 for a general briefing by the City Attorney regarding pending legal matters, including litigation and administrative law proceedings, such as (but not limited to): Cause 423-7941 Bastrop County, Cause 423-1842 Bastrop County, No 052-21, Bastrop County, No 1:20-cv-00317-LY-AWA U.S. District Court, 1:21-CV-00121-RP U.S. District Court, and EEOC #451-2020-02990.

Mayor Schroeder recessed the Executive Session at 6:30 p.m.

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

No action taken.

Mayor Schroeder recessed the Council Meeting at 6:30 p.m.

Mayor Schroeder called the Council Meeting back to order at 6:31 p.m.

CALL TO ORDER

At 6:31 p.m. Mayor Schroeder called the regular meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE

INVOCATION

Dale Burke, Police Chaplain, gave the invocation.

PRESENTATIONS

- 7A. Mayor's Report

- 7B. Council Members' Report
- 7C. City Manager's Report
- 7D. Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of September as National Preparedness Month. (Submitted by: Ann Franklin, City Secretary)
The proclamation was read into record by Mayor Schroeder and accepted by Chief Andres Rosales.
- 7E. Proclamation of the City Council of the City of Bastrop, Texas recognizing September as the 10-year anniversary of the Bastrop County Complex Fire and Perseverance in the Pines Month. (Submitted by: Ann Franklin, City Secretary)
The proclamation was read into record by Mayor Schroeder and accepted by Chief Andres Rosales and the Bastrop County Long Term Recovery Team.

WORK SESSION/BRIEFINGS

- 8A. Receive presentation from BGE, Inc. on a future request for the creation of Creekside Municipal Utility Districts (MUD) 3 and 4 within the City of Bastrop Voluntary Extraterritorial Jurisdiction. (Submitted by: Jennifer C. Bills, Assistant Planning Director)
Presentation was made by Craig Benson, Developer with CTX Management Holdings, Brian Grace with BGE, Inc and Timothy Miller with ABHR LLP.

STAFF AND BOARD REPORTS - NONE

CITIZEN COMMENTS - NONE

APPROVAL OF MINUTES

- 11A. Consider action to approve City Council minutes from the August 10, 2021, Council Regular meeting. (Submitted by: Ann Franklin, City Secretary)
A motion was made by Mayor Pro Tem Nelson to approve the minutes from the August 10, 2021 Regular meeting, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider action to approve the first reading of Resolution No. R-2021-66 of the City Council of the City of Bastrop, Texas, approving a Project with Moca Ventures Nebraska, LLC (formerly known as John Baasch Augers and Flighting Inc. and Project Swipe) in the amount of Nine Hundred Thousand Dollars (\$900,000.00) for the project; providing an effective date; and move to include on the September 14, 2021, Consent Agenda for second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)
Presentation was made by Jean Riemenschneider, BEDC Project Manager.
- A motion was made by Council Member Rogers to approve the first reading of Resolution No. R-2021-66 and move to include on the September 14, 2021, Consent Agenda for second reading, seconded by Council Member Peterson, motion was approved on a 5-0 vote.**

- 12B. Consider action to approve Resolution No. R-2021-80 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)

Presentation was made by Paul A. Hofmann, City Manager.

A motion was made by Council Member Peterson to approve Resolution No. R-2021-80, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 12C. Consider action to approve Resolution No. R-2021-81 of the City Council of the City of Bastrop, Texas approving and adopting the Investment Policy and Investment Strategies attached as Exhibit A; approving the list of Qualified Brokers attached as Exhibit B; making various provisions related to the subject; and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)

Presentation was made by Paul A. Hofmann, City Manager.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-81, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

- 12D. Consider action to approve Resolution No. R-2021-82 of the City Council of the City of Bastrop, Texas approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)

Presentation was made by Paul A. Hofmann, City Manager.

A motion was made by Council Member Jackson to approve Resolution No. R-2021-82, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

Adjourned at 7:41 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

Deputy City Secretary Victoria Psencik

The Minutes were approved on September 14, 2021, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.

**MINUTES OF JOINT WORKSHOP WITH BASTROP COUNCIL AND
VISIT BASTROP BOARD OF DIRECTORS****August 30, 2021**

The Bastrop City Council and Visit Bastrop Board of Directors met in a Joint Workshop Meeting on Monday, August 30, 2021, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members physically present for the Bastrop City Council were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers and Peterson. Officers present were: City Manager, Paul A. Hofmann, Deputy City Secretary, Victoria Psencik. Members present for the Visit Bastrop Board of Directors Executive Committee were: Chair, Tom Dickey ; Co-Chair, Kevin Lee Plunkett; Shawn Anthea-Pletsch, At Large Member; Kerry Fossler, At Large Member; Jaime Creacy, Outdoors/Recreation; Becki Womble, Ex Officio Member; Terry Moore, Sports; Dan Gilkison, At Large Member; Jane Hunt, Arts; Keith Spinden, Hyatt Regency Lost Pines; Julie Hart, CFO by Design; Staff: Marketing Coordinator, Christy Hunn; Marketing Manager, Ashton LaFuente; Cherry Kay Abel, Director of Sales; and President/CEO, Susan Smith.

CALL TO ORDER

Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 5:00 p.m.

Chair, Tom Dickey called the meeting of the Visit Bastrop Board of Directors to order with a quorum being present at 5:00 p.m.

CITIZEN COMMENTS - NONE**WORK SESSION**

- 3A. Review the City's Contract with Visit Bastrop dated September 12, 2017 regarding scope of service and deliverables.
Presentation was made by President/CEO, Susan Smith; Marketing Manager, Ashton LaFuente; and President of CFO by Design, Julie Hart

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 5:42 p.m. without objection.

Chair, Tom Dickey adjourned the Visit Bastrop Board of Directors meeting at 5:42 p.m. without objection.

APPROVED:**ATTEST:**

Mayor Connie B. Schroeder

Deputy City Secretary Victoria Psencik

The Minutes were approved on September 14, 2021, by Council Member Name's motion, Council Member Name's second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 8B

TITLE:

Consider action to approve the second reading of Resolution No. R-2021-66 of the City Council of the City of Bastrop, Texas, approving a Project with Moca Ventures Nebraska, LLC (formerly known as John Baasch Augers and Flighting Inc. and Project Swipe) in the amount of Nine Hundred Thousand Dollars (\$900,000.00) for the project; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Genora Young, BEDC Interim Executive Director

BACKGROUND/HISTORY:

The BEDC is seeking approval of a project under Section 505.158 of the Texas Local Government Code. The BEDC Board approved an Economic Development Performance Agreement with Moca Ventures Nebraska, LLC (“Developer”) at a board meeting on August 16, 2021.

Through the performance agreement, the BEDC is offering incentives to the Developer by rebating the purchase price of the property that they are purchasing in the Bastrop Business and Industrial Park, upon the Developer’s successful completion of the project.

The item was pulled from the July 13th agenda due to the name of the Developer being changed after the BEDC had approved the original performance agreement on June 30, 2021. The BEDC Board approved an updated performance agreement reflecting the new name of the Developer on August 16th with a new resolution. The first reading by Council occurred on August 24, 2021.

FISCAL IMPACT:

Approved by Bastrop EDC Board on August 16, 2021

RECOMMENDATION:

Genora Young, BEDC Interim Executive Director recommends approval of the second reading of Resolution No. R-2021-66 of the City Council of the City of Bastrop, Texas, approving a Project with Moca Ventures Nebraska, LLC, in the amount of Nine Hundred Thousand Dollars (\$900,000.00) for the project; and providing an effective date.

ATTACHMENTS:

- Draft Resolution R-2021-66
- Signed BEDC Resolution R-2021-0011
- Economic Development Performance Agreement

RESOLUTION NO. R-2021-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROJECT WITH MOCA VENTURES NEBRASKA, LLC, IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS (\$10,000.00) FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”), and is acting with the approval of the governing body of the City of Bastrop, Texas (the “City”); and

WHEREAS, the BEDC Board of Directors met on August 16, 2021, and took formal action to support and provide funds for various economic development projects (the “Project”) under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Section 505.158 of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall have two separate readings by the City Council; and

WHEREAS, Moca Ventures Nebraska, LLC (“Developer”) desires to purchase approximately 26.5 acres of land BEDC for Nine Hundred Thousand Dollars (\$900,000.00) and develop an office complex and campus for software engineering, call center, and other business development, location, and/or expansion, as well as substantial capital improvements within the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC Board of Directors approved an Economic Development Performance Agreement with the Developer via Resolution R-2021-0011 on August 16, 2021; and

WHEREAS, the City has reviewed the August 16, 2021, actions of the BEDC related to the Project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council’s approval; and

WHEREAS, the BEDC desires to offer incentives to be paid in accordance with the project’s goals and objections, as well as being conducted in accordance with the BEDC’s strategic plan; and

WHEREAS, the BEDC is awarding more than \$10,000 for this project under this Resolution, which requires the City of Bastrop City Council to approve the project at two readings; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

SECTION 1. The City Council of the City of Bastrop, Texas, hereby approves of the Project and Resolution 2021-0011 passed by the BEDC Board of Directors on August 16, 2021.

SECTION 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

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

READ and ACKNOWLEDGED on First Reading on the 24th day of August 2021.

READ and APPROVED on the Second Reading on the 14th day of September 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUTION NO. R-2021-0011

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A PERFORMANCE AGREEMENT WITH MOCA VENTURES NEBRASKA, LLC; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the Bastrop Economic Development Corporation (the "BEDC") under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Moca Ventures Nebraska, LLC ("Developer") desires to purchase approximately 26.5 acres of land (the "Property") from BEDC for Nine Hundred Thousand Dollars (\$900,000.00) and develop an office complex and campus for software engineering, call center, and other business development, location, and/or expansion, as well as substantial capital improvements within the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the improvements made to Property, as proposed, will contribute to the infrastructure needs and economic development of the City of Bastrop by promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer incentives to Developer to enable Developer to develop and attract additional operations and business enterprises, and to expand its operations within the City of Bastrop pursuant to the Agreement in substantial conformity with the Act; and

WHEREAS, the BEDC previously approved an Economic Development Performance Agreement with John Baasch Augers and Flighting Inc, via Resolution R-2021-0009 on June 30, 2021; and

WHEREAS, the Developer has requested a change in the corporate entity into which the agreement will be entered, requiring a new Performance Agreement with the new Company; and

RESOLUTION NO. R-2021-0011

WHEREAS, the Board has reviewed the terms and conditions of a proposed Economic Development Performance Agreement ("Agreement") by and between the BEDC and Developer, and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. Resolution No. R-2021-0009 is hereby repealed.

SECTION 3. The BEDC hereby approves the terms of the negotiated Agreement, attached hereto as Exhibit "A", between BEDC and the Developer.

SECTION 4. The Board authorizes the Board Chair or Interim Executive Director to take all necessary actions, including the execution of all necessary and related documentation to finalize the Agreement contingent upon its approval by the Bastrop City Council.

SECTION 5. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 16th day of August 2021.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION



Kathryn Nash, Board Chair

ATTEST:



Sam Kier, Board Secretary

APPROVED AS TO FORM:



Denton, Navarro, Rocha, Bernal & Zech, P.C.

RESOLUTION NO. R-2021-0011

EXHIBIT "A"

**Economic Development Performance Agreement by and between the BEDC and
Moca Ventures Nebraska, LLC**

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas (hereinafter called “BEDC”), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act, and Moca Ventures Nebraska, LLC, a Texas entity (hereinafter called “Developer”), otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Developer desires to purchase approximately 26.5 acres of land from BEDC for Nine Hundred Thousand Dollars (\$900,000.00) pursuant to the Commercial Contract-Unimproved Property between the Parties attached as Exhibit A and develop and construct a corporate headquarters, office complex, and campus that would be designed for, and to be leased by, Moca Financial Inc, a Delaware corporation, on a long-term basis for software engineering and development, call center operations; and

WHEREAS, the improvements made to Property, as proposed, will contribute to the infrastructure needs and economic development of the City of Bastrop by promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer incentives to Developer to enable Developer to develop and attract additional operations and business enterprises, to bring corporate headquarters and to expand its operations within the City pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the BEDC. The BEDC acknowledges that Developer is acting in reliance upon the BEDC's performance of its obligations under this Agreement in making the decision to commit substantial resources to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the terminated herein or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Developer and the BEDC for the granting of funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Developer's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the BEDC and the Developer as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Developer may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the BEDC unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Capital Investment” shall mean the investment of a minimum of ten million seven hundred thousand dollars (\$10,700,000) in capital improvements in the Structures.

“Certificate of Occupancy” shall mean the signed certificate issued by the City of Bastrop Planning & Development Department granting the Developer the right to occupy a Structure and confirming that the entire work covered by the permits and plans are in place.

“Closing Costs” shall mean those final costs paid by the BEDC as established on the final closing disclosure statement in the sale of the Property to Developer.

“Commencement of Construction” shall mean the issuance of the building permit.

“Effective Date” shall be the date of the last signing by a party to this Agreement.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, terrorism, insurrection, epidemics, pandemics, government, or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Incentive Payment” means nine hundred thousand dollars (\$900,000.00) less Closing Costs on the Property and \$3,500.00 which represents the BEDC’s reasonable attorney’s fees associated with the closing and the negotiation of this Agreement to be paid as an incentive for developing and constructing the Structures and completing the Capital Investment.

“Property/Location” these terms, interchangeably, mean the 26.5 Acres, more or less, located at the Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1, all in Bastrop, Texas.

“Purchase Price” means nine hundred thousand dollars (\$900,000.00).

“Structures” shall mean the office complex/campus consisting of a minimum of forty thousand (40,000) square feet which may be split between multiple buildings and related improvements.

ARTICLE IV BEDC OBLIGATIONS

1. BEDC Performance Obligations.

BEDC shall pay the Developer the Incentive Payment within thirty (30) days following the BEDC’s receipt, from the Developer, of a copy of a Certificate of Occupancy(s) issued for the Structures and Developer’s written, notarized verification, and evidence of, the Capital Investment prior to January 1st, 2026. Payment subject to BEDC’s right to access and inspect the books and records of Developer for the purpose of ensuring compliance as to the Capital Investment.

2. Confidentiality. The BEDC agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, BEDC will not disclose the information unless required to do so by the Attorney General of Texas.

3. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the BEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V PERFORMANCE OBLIGATIONS OF DEVELOPER

The obligation of the BEDC to pay the Incentive Payment shall be conditioned upon Developer’s continued compliance with and satisfaction of each of the performance obligations set forth below in this Agreement.

1. Construction of Improvements. Developer shall construct the Structures.

2. Capital Investment. Developer shall make the Capital Investment into the Structures.

3. Completion Date. A Certificate of Occupancy(s) for the Structures shall be obtained, and the Capital Investment shall be completed prior to January 1st, 2026.

4. Additional Payroll or Jobs to be Created or Retained. This Agreement does not require the creation or retention of additional payroll or jobs.

5. Payment of Legal Fees. Developer commits to reimburse the BEDC for the necessary legal fees, in the amount of two hundred seventy-five dollars (\$275.00) an hour, in the preparation of any amendment to this Agreement requested by Developer. Timely payment shall be made within sixty (60) days of submittal of invoice to Developer by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

ARTICLE VI COVENANTS AND DUTIES

1. Developer's Covenants and Duties. Developer makes the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Developer.
 - (a) Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
 - (b) The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's formation documents, or of any agreement or instrument to which Developer is a party to or by which it may be bound.
 - (c) Developer is not a party to any Bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary Bankruptcy proceedings.
 - (d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Bastrop and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
 - (e) Developer shall timely and fully comply with all the terms and conditions of Article V of this Agreement.
 - (f) Developer agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Bastrop and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Locations.
 - (g) Developer shall be responsible for paying, or causing to be paid, to the City of Bastrop and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Developer agrees to develop the Project in

accordance with the ordinances, rules, and regulations of the City of Bastrop in effect on the date the Project was designated, unless specified otherwise in this Agreement. Developer, in its sole discretion, may choose to comply with any or all City of Bastrop rules promulgated after the Effective Date of this Agreement.

- (h) Developer agrees to commence and complete the Project in strict accordance with the Agreement.
 - (i) Developer shall cooperate with the BEDC in providing all necessary information to assist them in complying with this Agreement.
 - (j) During the term of this Agreement, Developer agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Developer shall be in Default (subject to the obligations in Article V and the remedies in Article VIII). Developer is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Developer enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.
 - (k) Developer shall not be in arrears and shall be current in the payment of all City taxes and fees.
 - (l) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
2. BEDC's Covenants and Duties. BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.
3. Compliance and Default. Failure by Developer to timely comply with any performance requirement, duty, or covenant set forth in Article VIII shall be considered an Event of Default and shall relieve the BEDC of any Default and give the BEDC the right to terminate this Agreement and collect the Recapture Amount, as determined by the Board of Directors of the BEDC.

ARTICLE VII TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:
- (a) The written agreement of the Parties;
 - (b) Completion of the obligations of the Parties; or

- (c) Default by Developer, at the option of the BEDC.

**ARTICLE VIII
DEFAULT/RECAPTURE**

1. Developer Events of Default.

- (a) Failure of Developer to perform any term, covenant or agreement contained in Article V;
- (b) The BEDC determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made;
- (c) Any judgment is assessed against Developer or any attachment or other levy against the property of Developer with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or
- (d) Developer makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Developer or any substantial part of its property, commences any action relating to Developer under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Developer any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Developer by any act indicates its consent to or approval of any trustee of Developer or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days.

2. BEDC Events of Default.

- (a) BEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default; Recapture.

- (a) Developer's sole remedy under this Agreement is specific performance for BEDC's default of its obligations under Section IV of this Agreement, and only in the event Developer is not in Default of this Agreement.
- (b) In the event of Default by the Developer under subsections 1 (b), (c), or (d) under this Article prior to the Commencement of Construction, the BEDC shall have the right to terminate this Agreement and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Developer the Purchase Price paid for the Property less Closing Costs and \$3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Developer shall be

obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.

- (c) In the event Developer does not Commence Construction within one (1) year of the Effective Date of this Agreement, or longer if agreed to by the Parties, the BEDC shall have the right to terminate this Agreement, and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Developer the Purchase Price paid for the Property less Closing Costs and \$3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Developer shall be obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.
- (d) In the event of Default after Commencement of Construction by the Developer under subsection 1 (a) of this Article (i.e., failure to perform under Article V), the BEDC may terminate this Agreement and shall have no obligation to pay the Incentive Payment.

4. Limitation on Use of Funds & Property in the Event of Default.

Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the City of Bastrop or the BEDC.

**ARTICLE IX
MISCELLANEOUS**

- 1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The undersigned CEO or Board Chair of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.
- 2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
- 3. Representations and Warranties. The BEDC represents and warrants to Developer that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.
- 4. Assignment. Developer shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with the prior written approval of the BEDC, which approval will not be unreasonably withheld or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Developer of any liability to the BEDC, unless agreed

to in writing by the BEDC, which agreement will not be unreasonably withheld, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

- (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Developer at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by Developer will be independent contractors of Developer; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Developer under this Agreement, unless any such claims are due to the fault or Default of the BEDC.
- (b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the third business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for BEDC: Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop TX 78602
jean@bastropedc.org

With a copy to: Denton, Navarro, Rocha, Bernal, & Zech PC
Attention: Charles E. Zech
2500 W. William Cannon Drive, Suite 609
Austin, TX 78745
cezech@rampagelaw.com

If to the Developer:

Moca Ventures Nebraska, LLC
114 N. Custer Avenue
Grand Island, Nebraska 68803
(308) 382-9071
john@johnbaaschauger.com

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.
 - (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of Bastrop County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
 - (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the BEDC and paid for by the Developer.
8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement 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 and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.
9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.
10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

- 11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.
- 13. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- 14. Indemnification.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BASTROP (“CITY”), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY DEVELOPER UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO DEVELOPER HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.

- 15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
- 16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Developer, the Developer shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGES FOLLOW]

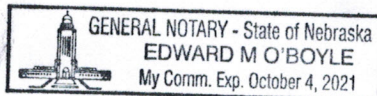
Executed on this 3rd day of August, 2021.

MOCA VENTURES NEBRASKA, LLC

By: [Signature]
Name: John Baasch
Title: President

STATE OF Nebraska }
COUNTY OF Hall }

This information was acknowledged before me on this 3rd day of August, 2021, by John D. Baasch for Moca Ventures Nebraska, LLC a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public, State of Nebraska

Edward M. O'Boyle
Notary's typed or printed name

10-4-2021
My commission expires

Executed on this _____ day of _____, 2021.

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

Name: Genora Young

Title: Interim Executive Director

STATE OF TEXAS }
COUNTY OF BASTROP }

This information was acknowledged before me on this _____ day of _____,
_____, by _____ for the Bastrop Economic Development Corporation,
a Texas non-profit industrial development corporation, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

APPROVED AS TO FORM:

By:  _____

Charlie Zech, BEDC Counsel
DNRB&Z P.C.

Exhibit A
Commercial Contract - Unimproved Property (Purchase and Sale Agreement)
with Amendment and Rider

[SEE ATTACHED]



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2018

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Bastrop Economic Development Corporation

Address: 301 Hwy 71 W, Suite 214, Bastrop, TX 78602

Phone: (512)303-9700 E-mail: jean@bastropedc.org

Fax: Other: angela@bastropedc.org

Buyer: Moca Ventures Nebraska, LLC

Address: 114 N Custer Avenue, Grand Island, NE 68803

Phone: (308)382-9071 E-mail: john@johnbaaschauger.com

Fax: Other:

2. PROPERTY:

A. "Property" means that real property situated in Bastrop County, Texas at 26.5 acres M/L TBD Jackson Street, Bastrop, Texas (address) and that is legally described on the attached Exhibit A or as follows: Bastrop Business And Industrial Park, Phase 1, BLOCK A, Lot 1 (FR), ACRES 26.5 acres M/L, includes Pipeline & LCRA Electrical Easements.

Bastrop Industrial Park Tract located South of State Highway 71 East off of Jackson Street, Bastrop, Bastrop County, Texas.

B. Seller will sell and convey the Property together with: (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing \$ 900,000.00
(2) Sum of all financing described in Paragraph 4 \$
(3) Sales price (sum of 3A(1) and 3A(2)) \$ 900,000.00

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas**B. Adjustment to Sales Price:** (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
 (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 0.78 per: (i) square foot of total area net area. (ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

 (i) public roadways; (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and (iii) _____(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 5 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____ This contract:
 (1) is not contingent upon Buyer obtaining third party financing.
 (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$9,000.00 as earnest money with Independence Title Company (title company) at 301 Hwy 71 W, Ste 106, Bastrop TX 78602 (address) Ed Rivers (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

 (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or (ii) _____.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas**6. TITLE POLICY AND SURVEY:****A. Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 35 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (*insert amount or percentage*) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 14 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within 45 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 2,500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional 25 days by depositing additional earnest money in the amount of \$3,000.00 with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

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(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 20 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

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must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within 20 days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than January 1, 2021 by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: N/A

Cooperating Broker: Susan Nagues Real Estate LLC

Agent: _____

Agent: Susan Nagues, Broker

Address: _____

Address: 115 Loop 150 West

Bastrop, TX 78602

Phone & Fax: _____

Phone & Fax: (512)913-9463

E-mail: _____

E-mail: snagues@sbcglobal.net

License No.: _____

License No.: 9008018 & 429381

Principal Broker: (Check only one box)

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

_____ % of the sales price.

_____ .

Cooperating Broker a total cash fee of:

6.000 % of the sales price.

_____ .

The cash fees will be paid in Bastrop County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) 15 days after the expiration of the feasibility period.

_____ (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

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11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

If Property is determined to be in a prohibited construction site due to a Houston Toad Habitat or subsurface pit/dump site, then Buyer may terminate the Contract at any time prior to Closing, and have all Earnest Money and feasibility money refunded.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
- (10) **Environmental & Endangered Species Addendum,**
Continued... See Addendum Other 1

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

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will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.” The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: “The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.”
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on July 20, 2021, the offer will lapse and become null and void.

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READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Bastrop Economic Development Corporation

Buyer: Moca Ventures Nebraska, LLC

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: **John D Baasch** DocuSigned by: _____
By (signature): John D. Baasch
Printed Name: John D Baasch
Title: **President**

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

ADDENDUM

PROPERTY: **TBD (26 +/- acres) Jackson Street, Bastrop, TX 78602**

1) Other

(11) Economic Development Performance Agreement

(12) Special Warranty Deed

(13) Unimproved Property Amendment and Rider

Multiple horizontal lines for additional text or notes.

Date: _____

Date: _____

DocuSigned by:
John D. Baasch 7/15/2021
Signature

Signature

Date: _____

Date: _____

Signature

Signature

Addendum

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: _____, 2021

Grantor: Bastrop Economic Development Corporation
Grantor's Mailing Address: 301 Hwy 71 W, Suite 214, Bastrop, Texas 78602

Grantee: Moca Ventures Nebraska, LLC
Grantee's Mailing Address: 114 N. Custer Avenue, Grand Island, Nebraska 68803

Consideration: TEN AND NO/100 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

Property (including any improvements):

26.5 Acres, more or less of land located on Jackson Street, Bastrop, Texas, and commonly known as BASTROP BUSINESS AND INDUSTRIAL PARK, Phase 1, BLOCK A, Lot 1 (FR), includes Pipeline and LCRA Electrical Easements, and more fully described in Exhibit A ("Land").

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration stated herein, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Grantor:

Bastrop Economic Development Corporation
By: Genora Young

THE STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the _____ day of _____,
A.D. 2021 by Genora Young, Interim Executive Director, Bastrop Economic Development
Corporation.

(seal)

Notary Public

Grantee:

Moca Ventures Nebraska, LLC

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____,
A.D. 2021 by _____, of Moca Ventures Nebraska, LLC.

(seal)

Notary Public

Exhibit A
26.5 Acres m/l - TBD Jackson St, Bastrop Texas



Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 (FR), 26.5 acre M/L. To be Surveyed.

Red-lined area, includes Pipeline and LCRA Electrical Easements.

DS
NB

**COMMERCIAL CONTRACT-
UNIMPROVED PROPERTY AMENDMENT AND RIDER**

PARTIES

Seller: Bastrop Economic Development Corporation
301 Hwy 71 W, Suite 214
Bastrop, Texas 78602
(512) 303-9700
gyoung@bastropedc.org

Buyer: Moca Ventures Nebraska, LLC
114 N. Custer Avenue
Grand Island, Nebraska 68803
(308) 382-9071
john@johnbaaschauger.com

- 1) **Application.** The terms and conditions provided for in this Commercial Contract-Unimproved Property Amendment and Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Commercial Contract-Unimproved property (the "Contract") (attached hereto) by and between the Parties and the below terms are binding on the Parties and supersede any and all other conflicting terms and/or conditions in the Contract and otherwise, whether oral or written.

- 2) **Sale Price; Incentive Payment.** Section 3 of the Contract is hereby amended to provide for the Sale Price of \$900,000.00, to be paid in cash by Buyer to Seller, and is subject to subsequent payment by the Seller to the Buyer in the form of an Incentive Payment as provided by and conditioned upon completion of Buyer's Performance Obligations contained in the Performance Agreement entered into between Buyer and Seller dated _____.

- 3) **Deed.** At closing, Seller will execute and deliver, at Seller's expense, a Special Warranty Deed conveying the Property to Buyer in fee simple.

BUYER:

DocuSigned by:
 Signature: John Baasch
 Print Name: John Baasch
 Date: 7/1/2021

SELLER:

Signature: _____
 Print Name: _____
 Date: _____



COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

CONCERNING THE PROPERTY AT: 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT.

PART I - Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) asbestos components:		
(i) friable components?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) non-friable components?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) urea-formaldehyde insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) endangered species or their habitat?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) wetlands?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) underground storage tanks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) leaks in any storage tanks (underground or above-ground)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) lead-based paint?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) hazardous materials or toxic waste?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) open or closed landfills on or under the surface of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) any part of the Property lying in a special flood hazard area (A or V Zone)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) any improper drainage onto or away from the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) any fault line at or near the Property that materially and adversely affects the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) air space restrictions or easements on or affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1408) 4-1-18 Initialed by Seller or Landlord: _____, _____ and Buyer or Tenant: _____, _____

Commercial Property Condition Statement concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

- | | Aware | Not
Aware |
|--|-------------------------------------|-------------------------------------|
| (8) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (9) pending changes in zoning, restrictions, or in physical use of the Property?
The current zoning of the Property is: <u>Industrial or EC (Employment Center)</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (10) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (11) lawsuits affecting title to or use or enjoyment of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (12) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (13) common areas or facilities affiliated with the Property co-owned with others? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (14) an owners' or tenants' association or maintenance fee or assessment affecting the Property?
If aware, name of association: _____
Name of manager: _____
Amount of fee or assessment: \$ _____ per _____
Are fees current through the date of this notice? [<input type="checkbox"/>] yes [<input type="checkbox"/>] no [<input type="checkbox"/>] unknown | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (15) subsurface structures, hydraulic lifts, or pits on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (16) intermittent or weather springs that affect the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (17) any material defect in any irrigation system, fences, or signs on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (18) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (19) any of the following rights vested in others: | | |
| (a) outstanding mineral rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) timber rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) water rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) other rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (20) any personal property or equipment or similar items subject to financing, liens, or lease(s)?
If aware, list items: _____
_____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.) _____

(d) Property is within the boundaries of the Houston Toad Habitat.

(e) There is a small pond on the property.

(8) The property is in the Bastrop Business and Industrial Park, in the city limits of the City of Bastrop.

(9) The property is currently zoned industrial/employment center (EC).

Commercial Property Condition Statement concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

PART 2 - Complete only if Property is Improved

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

	Aware	Not Aware	Not Appl.
(1) <u>Structural Items:</u>			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) exterior walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) fireplaces and chimneys?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) windows, doors, plate glass, or canopies	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) supply or drain lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) faucets, fixtures, or commodes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) private sewage systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) pools or spas and equipments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) sprinkler systems (fire, landscape)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) water coolers?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) private water wells?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) pumps or sump pumps?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) porches or decks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) gas lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) garage doors and door operators?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) loading doors or docks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) rails or overhead cranes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) elevators or escalators?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) parking areas, drives, steps, walkways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) appliances or built-in kitchen equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. *(Attach additional information if needed.)* _____

Commercial Property Condition Statement concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

	<u>Aware</u>	<u>Not Aware</u>
B. Are you (Seller or Landlord) aware of:		
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) water penetration?.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) previous flooding or water drainage?.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) soil erosion or water ponding?.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous structural repair to the foundation systems on the Property?.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) settling or soil movement materially and adversely affecting the Property?.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) pest infestation from rodents, insects, or other organisms on the Property?.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) termite or wood rot damage on the Property needing repair?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) mold to the extent that it materially and adversely affects the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) mold remediation certificate issued for the Property in the previous 5 years? <i>if yes, attach a copy of the mold remediation certificate.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) previous termite treatment on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) previous fires that materially affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of any conditions described under Paragraph B, explain. (Attach additional information, if needed.) _____

The undersigned acknowledges receipt of the foregoing statement.

Seller or Landlord: _____

Buyer or Tenant: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

NOTICE TO BUYER OR TENANT: The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.



ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

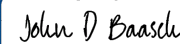
TO CONTRACT CONCERNING THE PROPERTY AT

TBD (26 +/- acres) Jackson Street, Bastrop, TX 78602

(Address of Property)

- A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 45 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

DocuSigned by:

 4/6/2021
 5DBADD869CBA449...
Buyer
John Baasch President, Moca Ventures Nebraska, LLC

Seller

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 28-2. This form replaces TREC No. 28-1.



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- # **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- # **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- # Put the interests of the client above all others, including the broker's own interests;
- # Inform the client of any material information about the property or transaction received by the broker;
- # Answer the client's questions and present any offer to or counter-offer from the client; and
- # Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:


- # Must treat all parties to the transaction impartially and fairly;
- # May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- # Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- # The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- # Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Susan Nagues Real Estate LLC</u>	<u>9008018</u>	<u>snagues@sbcglobal.net</u>	<u>(512)321-9463</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Susan Nagues, Broker</u>	<u>0429381</u>	<u>snagues@sbcglobal.net</u>	<u>(512)913-9463</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Licensed Supervisor of Sales Agent/ Associate</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
<u>Susan Nagues</u>	<u>0429381</u>	<u>snagues@sbcglobal.net</u>	<u>512.321.9463</u>
Sales Agent/Associate's Name	License No.	Email	Phone
		4/6/2021	
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date



STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 9A

TITLE:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2021-12 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2021-2022 (October 1, 2021 through September 30, 2022) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting; and move to include on the September 21, 2021 agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City Council held a budget planning session on May 14, 2021, to discuss Council priorities going into FY2022 budget preparation. At this planning session, the City Manager was seeking feedback from City Council on prioritizing these items. This feedback was used to prepare the Proposed FY2022 Budget.

The City Manager presented the Proposed Budget for FY2022 on July 27, 2021. The City Council held a Budget Workshop on August 17, 2021, to go over the budget in more detail and ask any questions of the City Manager and Chief Financial Officer.

Council reached consensus on changes to the proposed budget during the August 17 workshop:

- Community Asset funding – All assets were granted their FY2022 requested amounts except for Lost Pines Art Center, which will be receiving \$60,000. These changes increased the proposed budget by \$1,119.
- Community Support funding – Changes were made to funding levels for several organizations. These changes decreased the proposed budget by \$3,038.
- Fees – Council asked to incorporate the technology and administrative fee into the building and planning fees when appropriate, and to split out the permit fee for temporary mobile food trucks for trucks that don't use gas and oil for food preparation.

All changes and recommendations have been incorporated into this final version.

Detail changes to the All Funds Summary since the proposed budget are as follows:

REVENUE	\$ change	Notes
Total Revenue as of 7/27/2021	\$53,112,275	
General Gov't CIP Projects	\$307,000	EDC funded projects added
Street Maintenance	(\$655,549)	Removed transfer in from 2018 CO
BEDC	\$112,870	Final Board approval
Total Changes	(\$235,679)	
Total Revenue 9/14/2021 FINAL	\$52,876,596	

EXPENDITURES	\$ change	Notes
Total Expenditures as of 7/27/2021	\$96,486,264	
Community Support Funding	(\$3,038)	Per August 17 workshop
Community Asset Funding	\$1,119	Per August 17 workshop
General Gov't CIP Projects	\$307,000	EDC funded projects added
Street Maintenance	(\$95,000)	Removed transfer in from 2018 CO
BEDC	\$619,071	Final Board approved
2018 CO Series	(\$655,549)	Removed transfer to St Maintenance Fund
Total Changes	\$173,603	
Total Expenditures 9/14/2021 FINAL	\$96,659,867	

General Government CIP Projects to be funded by the EDC in the amount of \$307,000 are:

- Sports Complex \$50,000
- Downtown lighting \$164,000
- Agnes St grant match \$43,000
- Broadband study \$50,000

This category in the proposed budget was \$58,650 but not assigned to any specific project. The change from proposed to final is \$265,000.

Other BEDC budgeted expenses added since the time of the proposed budget submittal in the amount of \$354,071 (\$619,071 less \$265,000 mentioned above) are:

- Additional personnel cost \$67,771
- Corix study carryover \$94,300
- Redevelopment grant carryover \$175,000
- MLK & Technology increase \$17,000

Section 6.05 of the City Charter states: “After public hearing, the Council shall analyze the budget, making any additions or deletions considered appropriate, and shall, at least three (3) days prior to the beginning of the fiscal year, adopt the budget by a favorable vote.”

Since the Charter requires two readings for an Ordinance to be effective, the second reading of this Ordinance adopting the budget for FY 2021-2022 will be on September 21, 2021 at the regular scheduled Council meeting.

Unbudgeted Legal Expenses

Since the time of the proposed budget submittal, the City has become aware of potential legal expenses for which funds have not been budgeted. Those expenses could exceed \$100,000. The proposed budget has not been adjusted to reflect those additional expenses. The recommended approach is to carefully monitor these expenses and to bring budget amendments to the City Council as necessary. Should the additional legal expenses approach the \$100,000 level, then the budget amendment would need to include expense reductions in other areas, or reflect revenue increases, to maintain structural balance in the General Fund.

Those expenses include costs associated with:

- Cameron Cox v. City of Bastrop, Connie Schroeder, Bernie Jackson, Barbara Caldwell Corporal, Wuthipong Tantaksinanujkij, Bob Long, Chris Duggan and Ann Franklin
- MC Bastrop 71, LP v. City of Bastrop
- 71 Retail Partners, LP v. The City of Bastrop and Zoning Board of Adjustment of the City of Bastrop
- The State of Texas vs. Crouch, James Robert

FISCAL IMPACT:

All funds

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the first reading of Ordinance No. 2021-12 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2021-2022 (October 1, 2021 through September 30, 2022) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting; and move to include on the September 21, 2021 agenda for a second reading.

ATTACHMENTS:

- Ordinance No. 2021-12
- Exhibit A – Annual Proposed Operating Budget for FY2021-2022

ORDINANCE NO. 2021-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A BUDGET FOR THE FISCAL YEAR 2021-2022 (OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022), ATTACHED AS EXHIBIT A; MAKING CERTAIN APPROPRIATIONS; AND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR BE MADE IN ACCORDANCE WITH SAID BUDGET; UPDATING THE MASTER FEE SCHEDULE; PROVIDING A DISTRIBUTION; SEVERABILITY; REPEALER; AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Manager and staff have prepared and filed with the City Secretary a proposed budget for the operation of the City during Fiscal Year 2021-2022; and

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and City Council a proposed budget of the revenues and expenditures/expenses of conducting the affairs of said City and providing a complete Financial Plan for Fiscal Year beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, the City Council on September 14, 2021 conducted a public hearing to receive input from citizens of the City concerning the content of the budget, and for which notice were duly posted in a newspaper of general circulation in the county in which the municipality is located; and

WHEREAS, the City has acknowledged that this budget will raise more total property taxes than last year's budget by \$727,535 or 13%, and of that amount \$298,446 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, the City Council having considered the proposed budget and minor changes, at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the City and, therefore, the City Council desires to approve and adopt the budget by formal action; and

WHEREAS, pursuant to the statutory authority granted by the City of Bastrop Home Rule Charter, Section 6.06, this budget shall constitute the official appropriations of proposed expenditures for the Fiscal Year 2021-2022 and shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for that tax year; and

WHEREAS, the City Council is authorized to adopt the proposed budget pursuant to the statutory authority granted by Texas Local Government Code Chapter 102.

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

Section 1. Budget Adopted: The proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, as submitted to the City Council by the City Manager, attached hereto as Exhibit "A," for all purposes is hereby approved and adopted as the City's budget of all revenue and expenditures/expenses of the City of Bastrop, Texas for Fiscal Year 2021-2022.

Section 2. Appropriation: The sum of ninety-six million, six hundred fifty-nine thousand and eight hundred sixty-seven U.S. Dollars (\$96,659,867) is hereby appropriated for the City's FY2021-2022 Budget. Further, these funds are for payment of operating, capital, and debt service expenses associated with the operation and administration of the City, according to the various purposes and intents described in the FY 2021-2022 budget document.

Section 3. Distribution: Upon final approval, the budget adopted by this Ordinance shall be filed with the Office of the City Secretary and posted on the City's website in accordance with Texas Local Government Code Chapter 102. The budget shall also be printed, or otherwise reproduced, and sufficient copies shall be made available for the use of all offices and agencies and for the use of interested persons and civic organizations in accordance with City of Bastrop Home Rule Charter Section 6.09.

Section 4. Fee Schedule: This Ordinance establishes the administrative fees the City is authorized to impose and collect for providing certain services or processing certain requests for approval. Other specific fees may be imposed by other ordinances of the City or state law. The absence of any certain fee from the Fee Schedule, Appendix A of the City of Bastrop Code of Ordinances, shall not be interpreted to preclude assessment and collection of that fee by the City.

Section 5. Severability: Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 6. Repealer: All other ordinances and provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Code of Ordinances not in conflict herewith shall remain in full force and effect. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the City of Bastrop under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 7. Effective Date: This Ordinance shall be in full force and effect from and after its date of adoption by the City Council and publication of its caption as the law and the City of Bastrop's Charter provide in such cases.

Section 8. Open Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

CONSIDERED and APPROVED on First Reading on the 14th day of September 2021, by the following motion:

"I MOVE THAT THE CITY COUNCIL ADOPT THE BUDGET AS PRESENTED."

Mayor Pro Tem Lyle Nelson YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Bill Peterson YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Drusilla Rogers YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Jimmy Crouch YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Dock Jackson YEA___ NAY___ ABSTAIN___ ABSENT___

CONSIDERED and ADOPTED on Second Reading on the 21nd day of September 2021, by the following motion:

"I MOVE THAT THE CITY COUNCIL ADOPT THE BUDGET AS PRESENTED."

Mayor Pro Tem Lyle Nelson YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Bill Peterson YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Drusilla Rogers YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Jimmy Crouch YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Dock Jackson YEA___ NAY___ ABSTAIN___ ABSENT___

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



BASTROPTX
Heart of the Lost Pines / Est. 1832

FY21 - FY22

ANNUAL BUDGET



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INTRODUCTION

ANNUAL OPERATING BUDGET FY 2021-2022

City Council Record Vote

The members of the governing body voted on the adoption of the budget as follows:

- Jimmy Crouch-TBD
- Dock Jackson-TBD
- Lyle Nelson, Mayor Pro-Tem-TBD
- Willie "Bill" Peterson-TBD
- Drusilla Rogers-TBD

“This budget will raise more revenue from property taxes than last year’s budget by an amount of \$727,535 which is a 13% increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$298,446”.

TAX RATE

Fiscal Year	Property Tax Rate	No-New-Revenue Tax Rate	No-New-Revenue M&O Tax Rate	Proposed M&O Tax Rate	Voter-Approval Tax Rate	Debt Rate
2021-2022	0.5794	0.5457	0.3632	0.3740	0.5956	0.2054
2020-2021	0.5794	0.5656	0.3715	0.3845	0.5961	0.1949

Municipal Debt Obligations - Principle & Interest

Tax Supported	Revenue Supported	Total
\$26,969,880	\$98,472,044	\$125,441,924

FY 2021 Budget Book Award



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

**City of Bastrop
Texas**

For the Fiscal Year Beginning

October 01, 2020

Christopher P. Morill

Executive Director

Community Profile



Known as the “Heart of the Lost Pines,” Bastrop, Texas, is a unique community that couples’ historic small-town charm with big-city amenities and an exceptional quality of life. The City covers approximately 9.4 square miles and is the county seat of Bastrop County. Bastrop is strategically and centrally located on State Highway 71, with convenient access to Austin-Bergstrom International Airport, and within an easy distance of three major metropolitan areas. With Austin just 30 miles to the west, Houston two hours southeast, and San Antonio one-and-a-half hours to the southwest, Bastrop is in an advantageous position for cultural and economic development.

Embracing the Future

Today, this dynamic city is growing at an unprecedented pace. With a current population of approximately 9,516, Bastrop proudly preserves its historic past while embracing the challenges of modern-day growth and economic needs. The 2010 census showed the City of Bastrop’s population increased 30.93% from the previous census in 2000. It is estimated the City will have grown an additional 30% since 2010. The City has already outpaced the projected population for 2020 of 9,383. The City has about 18 square miles under annexation agreements and an additional 145 square miles of extraterritorial jurisdiction. Industries are continuing to develop in and around the Bastrop area, creating a bigger demand for housing and retail. Austin was ranked fourth fastest growing metropolitan city with over 1M population, which will have a direct impact on the growth that Bastrop will experience throughout the next decade.

Experience

Bastrop's tranquil setting amid the natural beauty of Central Texas' Lost Pines region includes extensive Colorado River frontage and abundant outdoor recreational opportunities. The Colorado River runs through Bastrop and is perfect for kayaking, canoeing, and fishing. The El Camino Real Paddling Trail is about six miles long and runs from Fisherman's Park to a take-out point near Tahitian Village. During FY 2020, the city executed a lease agreement for use of a small portion of Fisherman's Park to enhance the use of this recreational asset. Bastrop was one of four inaugural cities certified by Texas Parks and Wildlife as a Bird City, along with Dallas, Houston, and Port Aransas.

Other nearby attractions include three golf courses, two state parks, a nature preserve, Lake Bastrop, and the world-renowned Hyatt Regency Lost Pines Resort, which draws many tourists from all over the world who were previously unaware of this charming town.

Annually, Bastrop plays host to numerous events, such as the Patriotic Festival, Homecoming & Rodeo, Table on Main, Veteran's Day Car Show, Corvette Invasion, Bastrop Music Festival, Juneteenth Celebration, and Lost Pines Christmas, which includes a Lighted Parade, River of Lights, and Historic Homes Tour. Several events are hosted on the Colorado River throughout the year, including the Colorado River 100 and the SUP (stand up paddleboard) Cup.

Downtown Bastrop is the soul of the community and features culinary delights from homestyle to fine dining, a distillery, breweries, a winery, gift shops, multiple live music venues and the Governor's office's new Music Friendly Community designation, and riverfront views, all nestled around a historic, and legendary, Main Street.

The City of Bastrop is proud to support three Cultural Assets that provide arts, culture, historical, and tourism-related offerings to the community. The Museum and Visitor Center of the Bastrop County Historical Society is an elegant journey into Bastrop's storied past and also serves as a Visitor Center, welcoming travelers and guests. The Bastrop Opera House produces live theater just like it was when it began in 1889, performing musicals, plays, Shakespeare, and concerts to sellout crowds of locals and visitors. The Lost Pines Art Center is a work of art in itself – the building was recognized in the Austin Business Journal's Commercial Real Estate awards and was awarded a substantial grant from ArtPlace, a national organization. The Art Center is home to a bustling art community and exposes all ages to world-class demonstrations and expositions.

Employment

As part of a greater metro area of more than 2 million people, Bastrop has experienced tremendous economic growth and is poised for future growth and development. Major area employers include Bastrop Independent School District, Hyatt Regency Lost Pines Resort, Bastrop County, MD Anderson Cancer Center, Walmart, Bastrop Federal Correction Institute, and H.E.B. Food Stores.

Education

Area students are served by Bastrop Independent School District, which has an enrollment of over 11,000. One of the largest geographically in the state of Texas, Bastrop ISD's boundary covers an area of nearly 450 square miles and includes the communities of Bastrop, Cedar Creek, Red Rock, Rockne, Paige, and vast rural areas of Bastrop County.

Calvary Episcopal School is a private school serving children from Pre-K through 6th grade located in Downtown Bastrop.

Six colleges and universities are within an hour's drive of Bastrop: Austin Community College, University of Texas, St. Edward's University, Concordia University, Texas A&M, and Texas State University and the Art Institute of Austin has just relocated to Bastrop.

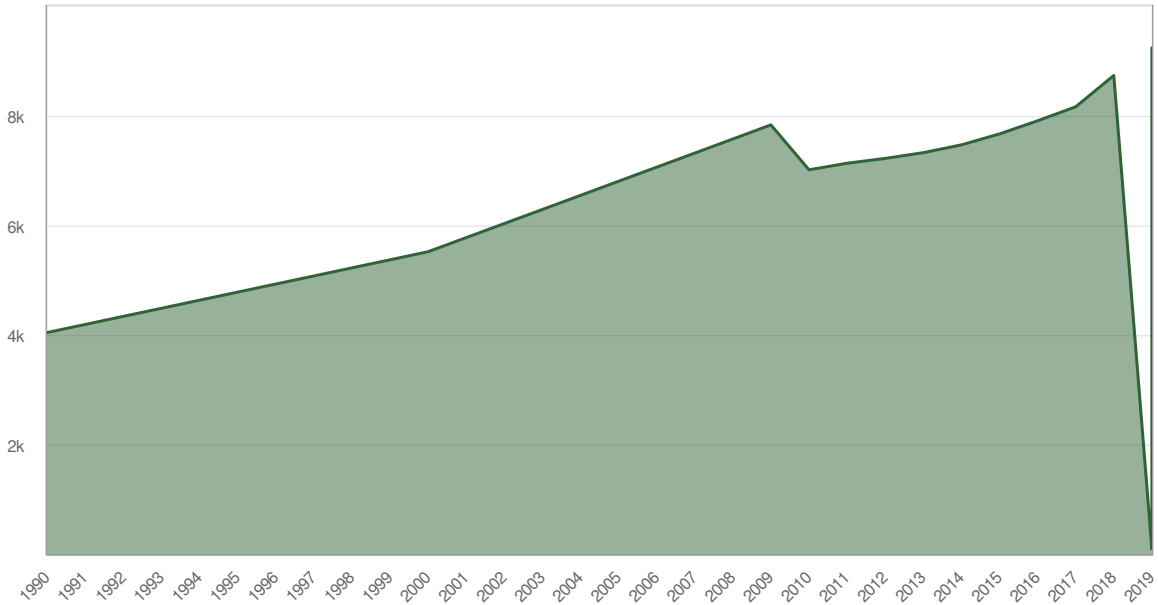
Public Safety

To say that the City of Bastrop is proud of its Police & Fire Departments would be a vast understatement. The community has experienced the hardship of multiple FEMA declared disasters in the last 10 years but every time, our first responders have proven their dedication and excellence to their service. Bastrop's City Council has made significant investments in the Bastrop Fire Department, bringing on the city's first paid staff members in the past few years, investing in the City's first ladder truck, and continuing to support the needs of our growing city. The fire department was just successful in lowering the ISO rating of the city from 4 to 3-3X which is proof of the progress and excellence of the department and results in lowered insurance rates for residential and business properties. Bastrop Police Department continues to score highly in terms of diversity, fairness, response times, and commitment to community policing.

Population Overview

TOTAL POPULATION **9,242** → **+ .5% vs. 2018**

Growth Rank
571 OUT OF **1218**
Municipalities in Texas



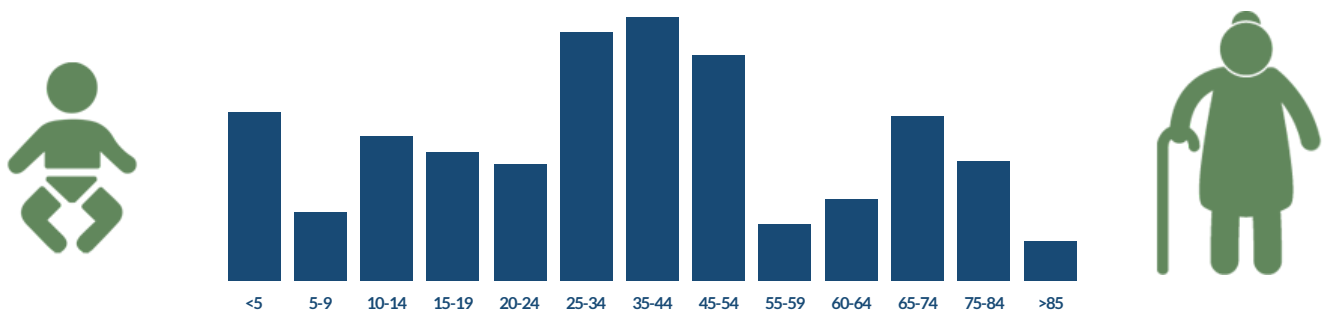
* Data Source: American Community Survey, 2010 Census, 2000 US Census and 1990 US Census



DAYTIME POPULATION
13,003

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

POPULATION BY AGE GROUP

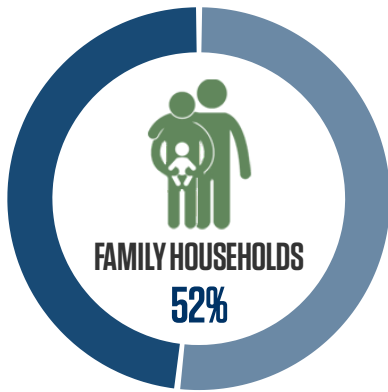


Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

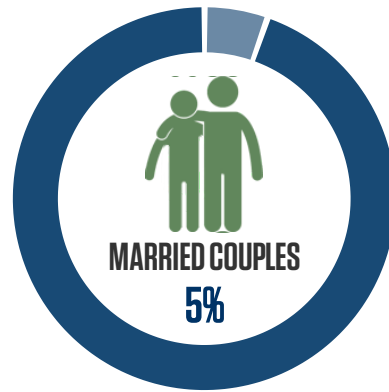
Household Analysis

TOTAL HOUSEHOLDS
3,109

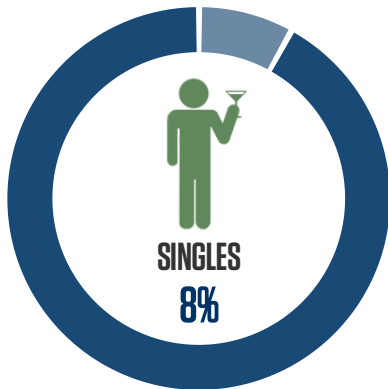
Municipalities must consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the municipal tax base.



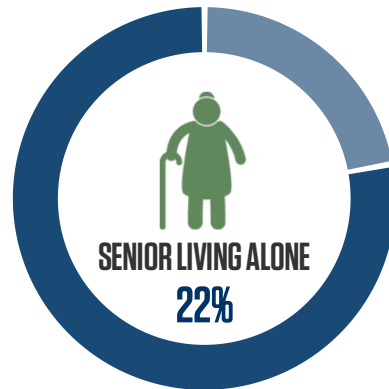
▲ 3% HIGHER THAN STATE AVERAGE



▼ 9% LOWER THAN STATE AVERAGE



▲ 17% HIGHER THAN STATE AVERAGE

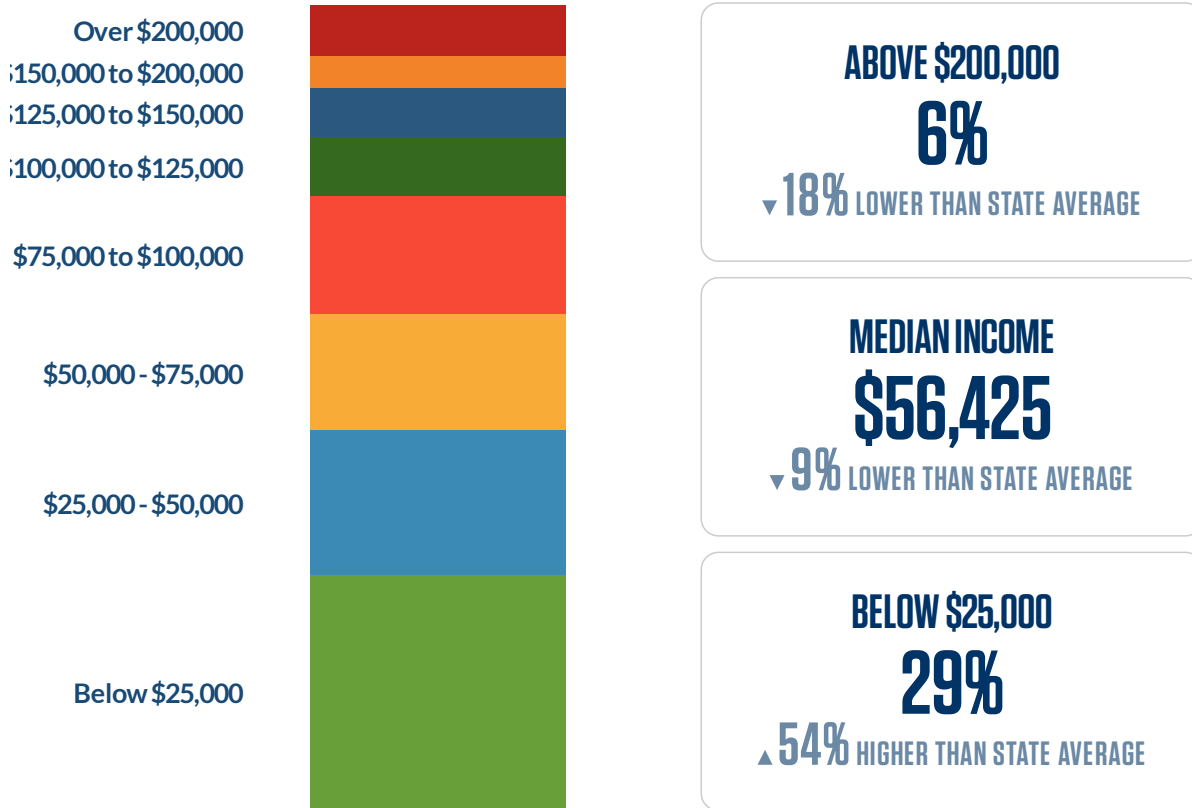


▲ 63% HIGHER THAN STATE AVERAGE

Economic Analysis

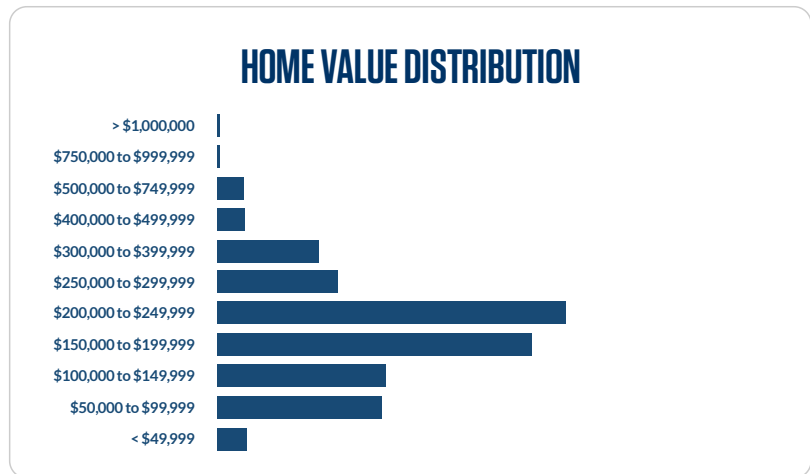
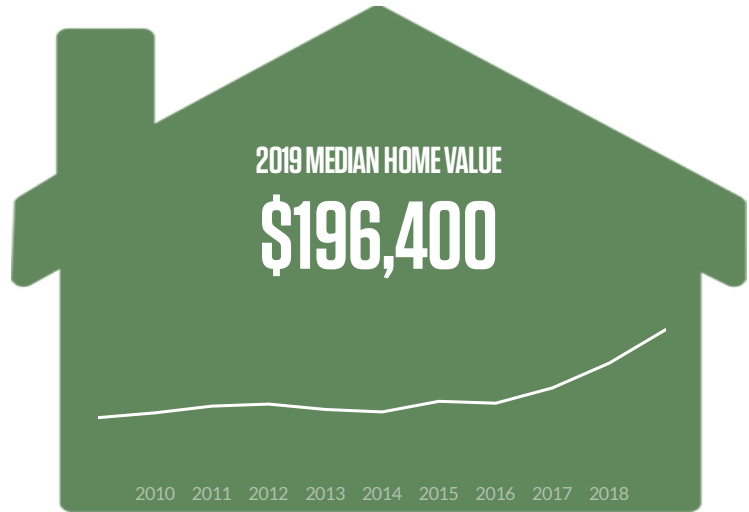
Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.

HOUSEHOLD INCOME



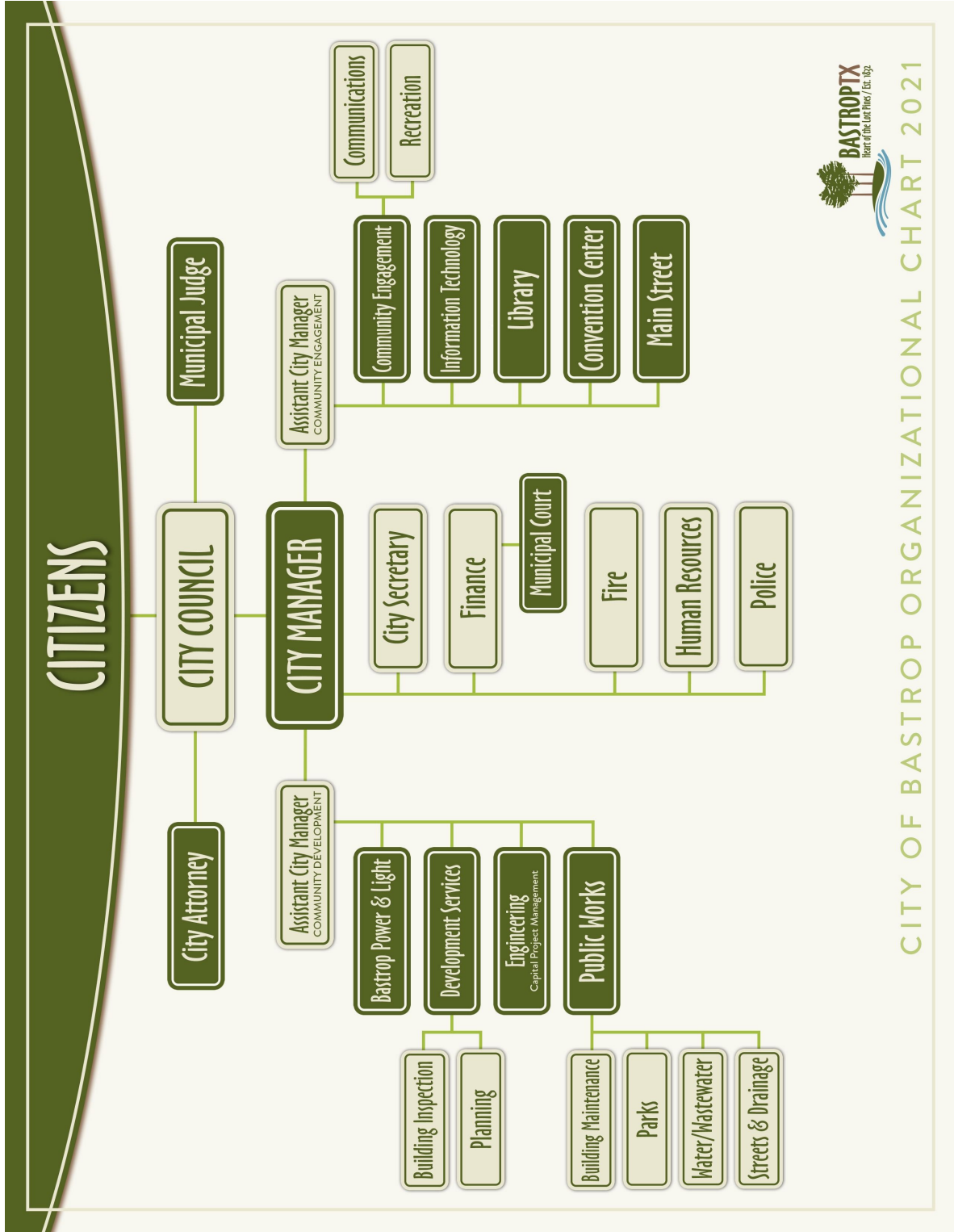
Housing Overview

HOME OWNERS VS RENTERS



* Data Source: 2019 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

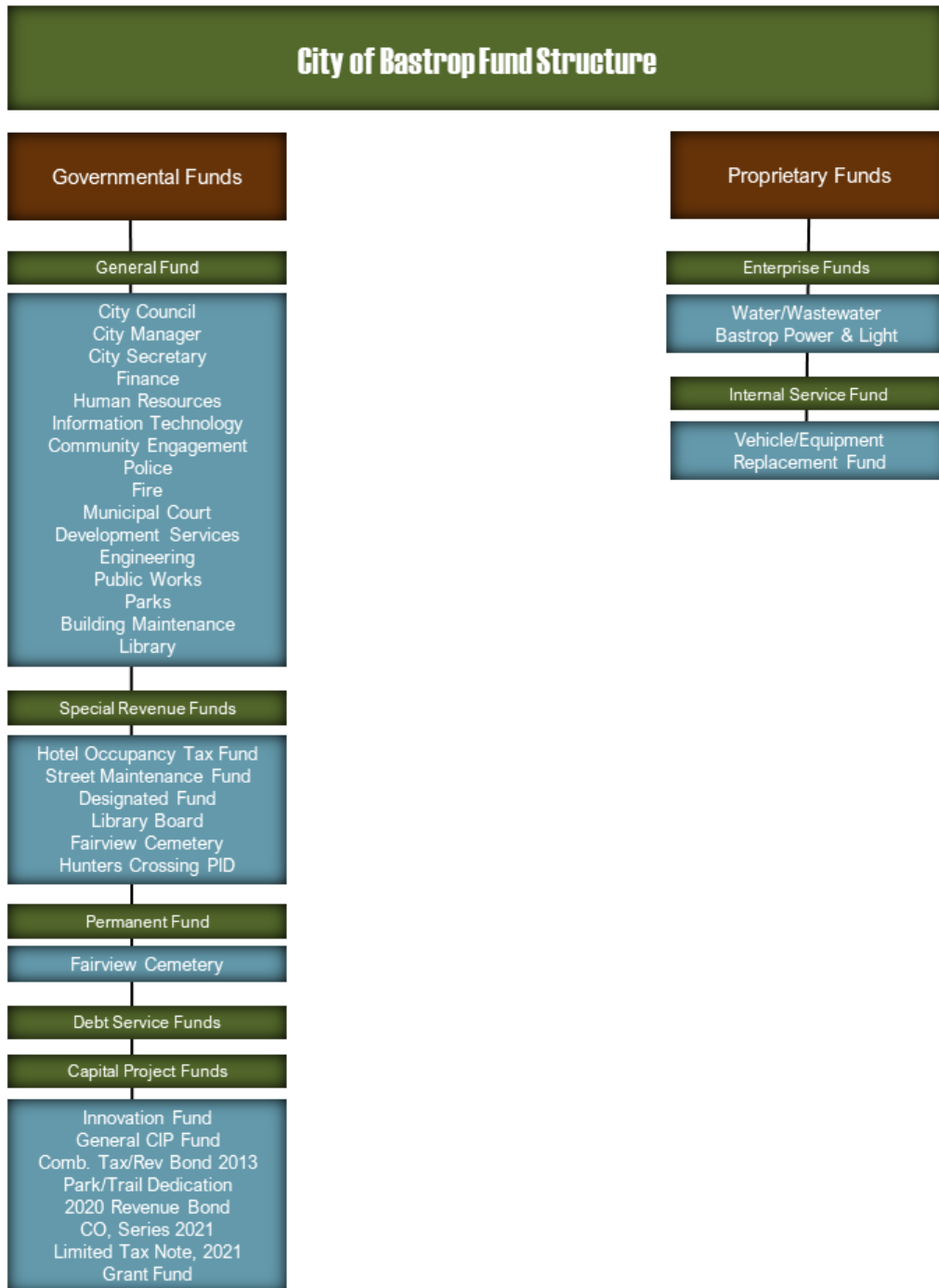
Organization Chart



CITY OF BASTROP ORGANIZATIONAL CHART 2021

Fund Structure

Share Costs: The Enterprise Funds and the Hotel Occupancy Tax Fund transfers money to the General Fund for the cost of shared departments including: Organization (communication costs), IT, Building Maintenance, Human Resources, Finance, City Manager, Community Engagement, Communications and City Council. All of these General Fund departments provide services to these other funds. This transfer is represented as a reduction in expenses with in the General Fund.



Annual Budget Process

Operating Budget

PLANNING & PREPARATION – The City’s “operating budget” is the City’s annual financial operating plan. It is based on Council goals, anticipated revenues, level of service desired, and capital equipment needs. It consists of all funds. The budget is prepared using the same basis of accounting as the audited financial statements. The budget is prepared by the City Manager with the assistance of the Chief Financial Officer and in cooperation with all City Departments. The preparation process starts in January of each year. Staff meets to discuss priorities and Councils’ goals and objectives. There is a mid-year budget workshop held with City Council in April. All department budget submittals are due early May. The City Manager and Chief Financial Officer meet with each department to review their budget requests. The months of June and July are used to prioritize the requests, discuss financing options, and finalize the revenue projections. The City Manager submits a budget to City Council in August and conducts a work session to discuss the highlights. Budget workshops are scheduled with Council following the initial presentation of the budget, to address any questions and receive feedback.

ADOPTION – The budget with all the supporting schedules will be filed with the City Secretary and available for public inspection. At the Council meeting at which time the budget is submitted, the Council will name the time and place of the public hearing. A notice of the public hearing will be published in the local newspaper and on the City’s website. The City Council will adopt the budget by Ordinance after the second reading. Final adoption will constitute the official appropriations as proposed expenditures for the current year and shall constitute the basis of the official levy of the ad valorem tax to be assessed and collected for the corresponding tax year. The operating budget may be submitted to GFOA annually for evaluation and possible recognition with the Award for Distinguished Budget Presentation.

BALANCED BUDGETS – An operating budget will be balanced, with current revenues, inclusive of beginning resources, and greater than or equal to current expenditures/expenses.

CONTROL – The level of budgetary control is at the department in all funds. Department Heads can make transfers between accounts within their budget through a budget transfer. When budget adjustments must be made between departments and/or funds, they must be approved by City Council through a budget amendment.

REPORTING – Periodic financial reports are available within the City’s financial software to enable the department managers to manage their budgets and to enable the Finance Department to monitor and control the budget as approved by the City Council. Summary monthly financial reports will be presented to the City Council within 45 days after the end of each month, if Council meetings do not interfere with the reporting requirement. Such reports will include current year revenue and expenditure budgets and year-to-date actual figures.

PERFORMANCE MEASURES – Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the annual budgeting process and reported to the City Council at least quarterly.

Capital Budget

PREPARATION – The City’s capital budget will be included in the City’s operating budget. The capital budget will be prepared by the City Manager with assistance from the Finance Department and involvement of all required city departments.

APPROPRIATION – An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned. The purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from, or encumbrance of, the appropriation. Any funds not expended, disbursed, or encumbered shall be deemed excess funds.

CONTROL – All capital project expenditures must be appropriated in the capital budget. Finance must certify the availability of resources so an appropriation can be made before a capital project contract is presented by the City Manager to the City Council for approval.

ALTERNATE RESOURCES – Where applicable, assessments, impact fees, or other user-based fees should be used to fund capital projects which have a primary benefit to certain property owners.

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

REPORTING – Financial reports will be available to enable the department managers to manage their operating budgets and to enable the Finance Department to monitor the operating budget as authorized by the City Manager.

Budget Calendar

City of Bastrop FY 2021-2022 Strategic Planning Calendar <i>(assumes no voter approval election required)</i>			
Preparation	January 13	City Council Candidate filing period begins	
	February 9*	CFO to present 1Q FY2021 Performance Report; City Manager Evaluation	
	February 12	City Council Candidate Filing period ends	
	March 5	Staff planning session - FY 2022 Budget Kick-off	
	March (TBD)	City Council Candidate Orientation	
	May 1	Election Day; Receive preliminary notices of appraised value from Chief Appraiser	
	May 11*	Canvass Results of May 1st Election; CFO to present 2Q FY2021 Performance Report; City Manager to present Capital Plan and Fiscal Forecast	
	May 14*	Special City Council Workshop (All day Budget Planning Workshop) - Comprehensive Plan/Focus Areas, Capital Plan Review, Fiscal Forecast Assumptions, Management Projects/Enhancements and Affirming Tax Revenue target.	
	May 17	Community Support and Non-Special Event HOT Tourism related organization applications available at City Hall and on City's website	
	May 18	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments	
	June 28	Deadline - Community Support & Non-Special Event HOT Organization applications for FY2022 Funding (5:00pm)	
	July 13	Community Support Organizations present their funding request to Council (limit 3 minutes)	
	July 25	Deadline for Chief Appraiser to certify rolls to taxing units	
	Adoption	June 5	Publish Notice of proposed Special Assessments (must be posted 15 days prior to Public Hearing)
		June 22*	Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.
July 13*		Council Meeting - Second Reading of the Amended and Restated Service and Assessment Plan.	
July 27*		City Manager presents the FY 2022 Budget (considered filed with the City Secretary); Review Financial and Purchasing Policies.	
August 10*		Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing.	
August 10*		Review Financial and Purchasing Policies; CFO to present 3Q FY2021 Performance Report.	
August 17*		Budget Workshop - Review Proposed Budget	
August 18*		Budget Workshop#2 - Review Proposed Budget (if needed)	
August 24*		Council Meeting - Adopt Financial and Purchasing Policies;	
September 4		Published Notice of Budget Hearing and Tax Rate (must be posted 10 days prior to Public Hearing - 5 days for Tax Rate notice)	
September 14*		Council Meeting - Public Hearing and First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance.	
September 21*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.		
Implementation	October 1	Fiscal Year begins	
	October 12*	Distribute Final FY2022 Adopted Budget Book	
	November 9*	CFO to present 4Q FY2021 Performance Report	
	December 6	Begin FY2021 audit	
	December 14*	Presentation of preliminary unaudited financial report for FY2021	

* Council Meeting





BASTROP TX

Heart of the Lost Pines

Est. 1832

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BUDGET OVERVIEW

Welcome to the FY 2022 Budget

It is with pleasure that the City Manager submits the Proposed FY 2022 Budget for the City of Bastrop. The proposed budget is a product of strategic planning. Well-planned cities create intentional linkages between long-term and short-term decision-making. During the May 14, 2021, pre-budget planning session, the Bastrop City Council reflected on how the Comprehensive Plan impacts their near-term priorities. Those near-term priorities are described as the City Council's nine Focus Areas. The Focus Areas provide a road map of how personnel and funding resources should be allocated. The Council and public should be able to see those priorities reflected in budget and operational decision making. A tool for ensuring those linkages exist is the publication and public presentation of the City's Manager's quarterly reports.

City Council Focus Areas

The Bastrop City Council's Focus Areas as updated June 8, 2021 are:

- Communication
- Fiscal Responsibility
- Organizational Excellence
- Community Safety
- Manage Growth
- Uniquely Bastrop
- Economic Vitality
- Multi-Modal Mobility
- Unique Environment

Bastrop City Council

FOCUS AREAS

Communication

Support and enhance open two-way communication between the City and its residents and businesses.

Fiscal Responsibility

Prepare and manage budget; fiduciary responsibility.

Organizational Excellence

Organize governance; progressive operational efficiency through continuous employee and user training; employee and citizen volunteer recognition.

Community Safety

Keep citizens, businesses, and visitors safe.

Manage Growth

Plan for and manage growth, development, and redevelopment to maintain Bastrop's unique feel and character.

Uniquely Bastrop

Maintain and enhance our historic community feel by leveraging the unique combination of community, parks, cultural and recreational assets that make Bastrop a special place to live and work.

Economic Vitality

Create sustainability by leveraging tourism, infrastructure renewal, and investment; enhancing public/private partnerships; efficient planning and development processes; and fostering an inclusive and diverse environment that encourages entrepreneurial ventures.

Multi-Modal Mobility

Improved mobility for all modes of transportation; manage traffic congestion.

Unique Environment

Continue beautification and natural areas, green spaces, and the river.



Capital Plan & FY 2022 Capital Budget

Adequately sized and sufficiently maintained public infrastructure is essential to effective city service delivery, a healthy local economy, and residents' quality of life. The City Council's inclusion of future capital projects in the five-year capital plan is an important policy direction to guide the City's planning effort. The five-year capital plan is updated annually, as project scopes are refined and estimates are fine-tuned. The annual capital budget reflects the yearly appropriation as authorized by the City Council. The City plans for the long-term, while budgets are approved one year at a time.

Highlights of the FY 2022 Capital Budget
Comprehensive Plan Update (including the Land Use Plan update) \$100,000
Parks Master Plan update, to include county-wide needs assessment and feasibility assessments of Recreation Center and Sports Complex (multiple funding sources) \$150,000
Agnes Street extension (grant funded and Type B sales tax match) \$4,282,161
Street rehabilitation work (funded by issuance of short-term debt and the balance available in 2018 CO)
Drainage Master Plan (funded out of the Limited Tax Note, Series 2021) \$285,000
Erosion control at Fairview Cemetery (cemetery operations) \$13,500
Water and Wastewater improvements (American Rescue Plan funds) \$2,015,116
Fiber optic/Broadband enhancements to Electric System feasibility (Type B funds) \$50,000
Downtown lighting upgrades (Type B sales tax funds) \$164,000
Technology Drive extension (Type B sales tax funds) \$1,840,000
Agnes South of Seton (Type B sales tax funds)
Continued funding for Wastewater Treatment Plant#3 and Water Plant

Fiscal Forecast

The May 14, 2021 pre-budget planning session allowed City Council to guide the assumptions behind five-year projections of revenues and projections for the City's major funds. The projections are also driven by an analysis of revenue and expenditure trends. The forecasts provide a helpful picture of the affordability of existing city services and potential new initiatives.

Highlights of the Fiscal Forecast

The forecast for the General Fund indicates that the fund will be structurally balanced for the forecast period, meaning annual revenues exceed annual expenses. The forecast also anticipates that planned one-time uses will drive ending balances beginning in FY 2023 below the policy-prescribed minimum. The need to maintain healthy reserves and to plan for future capital expenditures are reasons to maintain property tax revenues for future years.

The forecast for the Water/Wastewater Fund indicates below-policy ending balances for the forecast period. This warrants close observation as we prepare for FY 2023.

The Type B Sales Tax Fund forecast indicates a healthy balance throughout the five-year forecast period.

The Electric Fund is not structurally balanced, and projections indicate below-policy ending balances in future years. This is driven by the pass-through charge of \$571,126 imposed by our wholesale provider, LCRA, following the February 2021 Winterstorm Uri. This pass-through was originally \$928,395, and has been reduced by settlement credits and adjusted projections from LCRA. The city participates in a "market rate" option for 10% of the wholesale power supply from LCRA. The market participation portion of Winterstorm URI represented \$312,000 of the total pass-through. This market participation rate blended with the LCRA rate, has provided an overall lower rate for the period of time the City has participated in this program.

Proposed Fee Changes

General Fund

This proposed budget includes several fee changes to the building code section of the Master Fee Schedule. The fees have been grouped better by residential and commercial to provide clarity for the citizens and developers. Building inspection fees have been reduced in an effort to facilitate the permitting of Certificates of Occupancy. The administrative and technology have been incorporated into each fee for simplicity. The temporary mobile food vendor fees have been separated for a vendor using gas and/or oil and those that don't.

The subdivision, zoning and sign fees have been consolidated into a new B3 Code Fee section that aligns with the codes and uses similar language for clarity.

The Library is adding a fine of \$1 per device per day, not to exceed \$30 per item for electronic devices not returned by the due date. The device is considered lost after 30 days overdue and the borrower will receive a bill to cover the replacement cost. Also, adding printing in color (size 11X17) is \$1.20 per page.

These fees are reflected in the Master Fee Schedule included as part of this budget document.

Water/Wastewater Fund

The wastewater base rate is proposed to increase by \$5 to continue the coverage of debt service related to the new Wastewater Treatment Plant and the design of the Water Treatment Plant.

Total Burden on Taxpayer

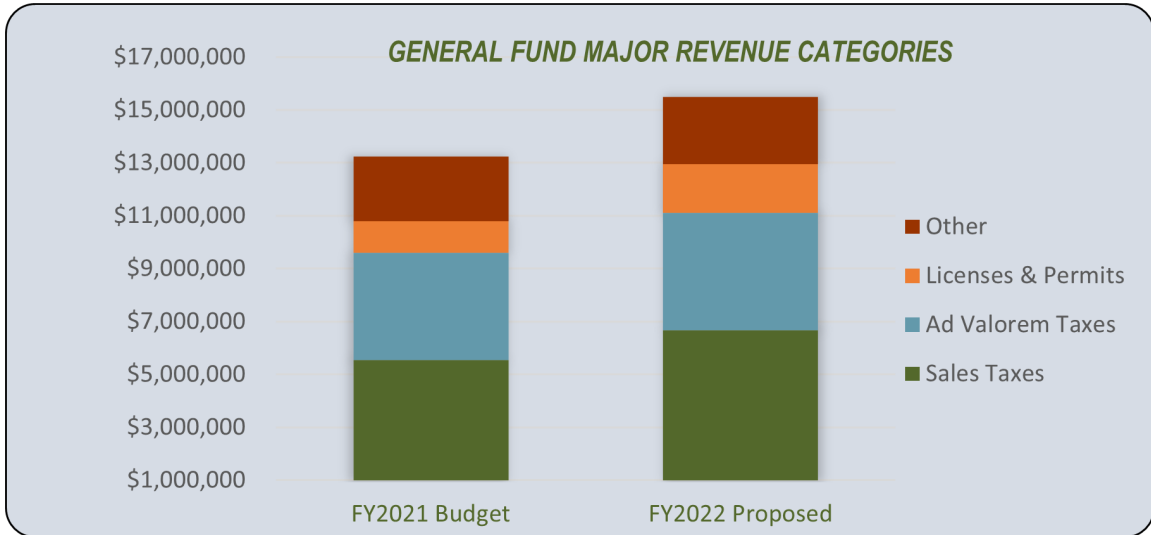
This proposed budget has increases related to Ad Valorem tax, water and wastewater rates, and solid waste. The chart below reflects the total amount of increase on the average taxpayer.

<u>Description</u>	<u>Annual Amount</u>
Ad Valorem (Average Taxable Homestead)	\$95.00
Wastewater	\$60.00
Solid Waste (Resid service & recycling)	\$13.44

FY 2022 Budget in Brief

General Fund Revenue

Total General Fund revenues are budgeted to be \$15,481,868 a 17% increase over the FY 2021 approved budget. The components and percent of General Fund revenue are represented by this table below:



Total General Fund budgeted revenue increased by \$2,250,630 from FY 2021. Not all of this increase is treated as recurring revenue and used to balance the FY 2022 budget. The table below reflects the growth in revenue for the major revenue sources indicated in the above table.

Revenue growth by Major Revenue Sources

Source	Total Increase
Sales Tax	\$1,116,992
Licenses & Permits (only \$7,300 considered recurring)	\$653,230
Ad Valorem Taxes	\$383,454
Other	\$96,954
Total Revenue Increase	\$2,250,630

Property Tax Increase

Property Tax revenues are increasing by \$727,535 with \$369,007 of this reflected in the General Fund. The remaining \$358,528 is reflected in the General Fund Debt Service Fund. Of the total increase, \$298,446 or 41% is the result of properties being added to the tax base as the result of new development.

Of the total property tax revenue increase, \$429,089 or 59% is the result of the increase of appraisals on property that existed on the tax rolls prior to tax year 2021.

The Operations and Maintenance tax rate is decreasing from \$0.3845 to \$0.3740. Because of the increased appraisals, and adjustments due to appeals, this will result in a .08% decrease in revenues from properties previously on the tax rolls. State law defines a "No-New-Revenue rate" as the rate that would generate no new revenue from the existing tax base. State law limits the amount of new revenue from appraisal increases to 3.5% without voter approval.



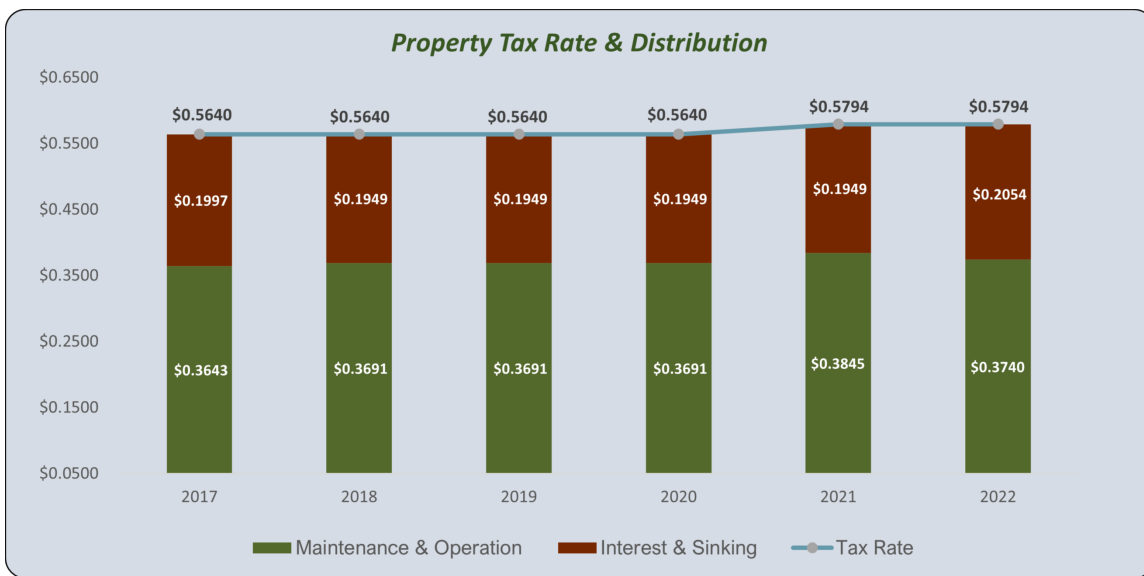
Property Tax Rate

The proposed budget reflects the same nominal tax rate (total rate reflected on tax notice) as FY 2021.

	FY 2021	FY 2022
O & M Rate	\$0.3845	\$0.3740
I & S Rate (Debt)	\$0.1949	\$0.2054
Total	\$0.5794	\$0.5794

The "No-New-Revenue Operations & Maintenance(O&M) rate" is \$0.3632. The proposed O & M rate of \$0.3740, is 3% over the "No-New-Revenue M&O rate".

The Interest and Sinking rate is increasing from \$0.1949 to \$0.2054, using the increase to fund short-term debt of approximately \$3.6M for street and drainage improvements. The street rehabilitation program is described further in the capital budget.



Tax Burden

The City of Bastrop property tax burden on the owner of the average-valued home in Bastrop is:

Average Taxable Homestead Value

	FY 2021	FY 2022
Avg. Value	\$210,278	\$226,685
Avg. Tax Burden	\$1,218	\$1,313

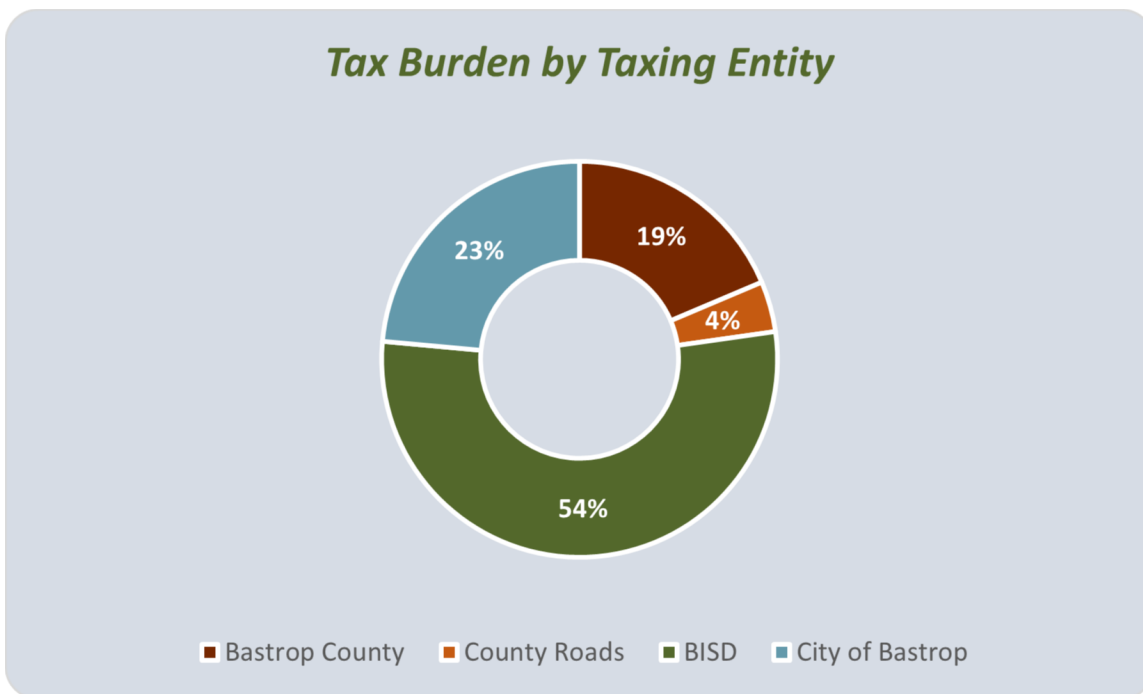
This is an increase of \$95.00.

All Jurisdictions Tax Burden

For FY 2021, the percentage of total property tax owed by the owner of the average valued home to the City of Bastrop was 23.5%.

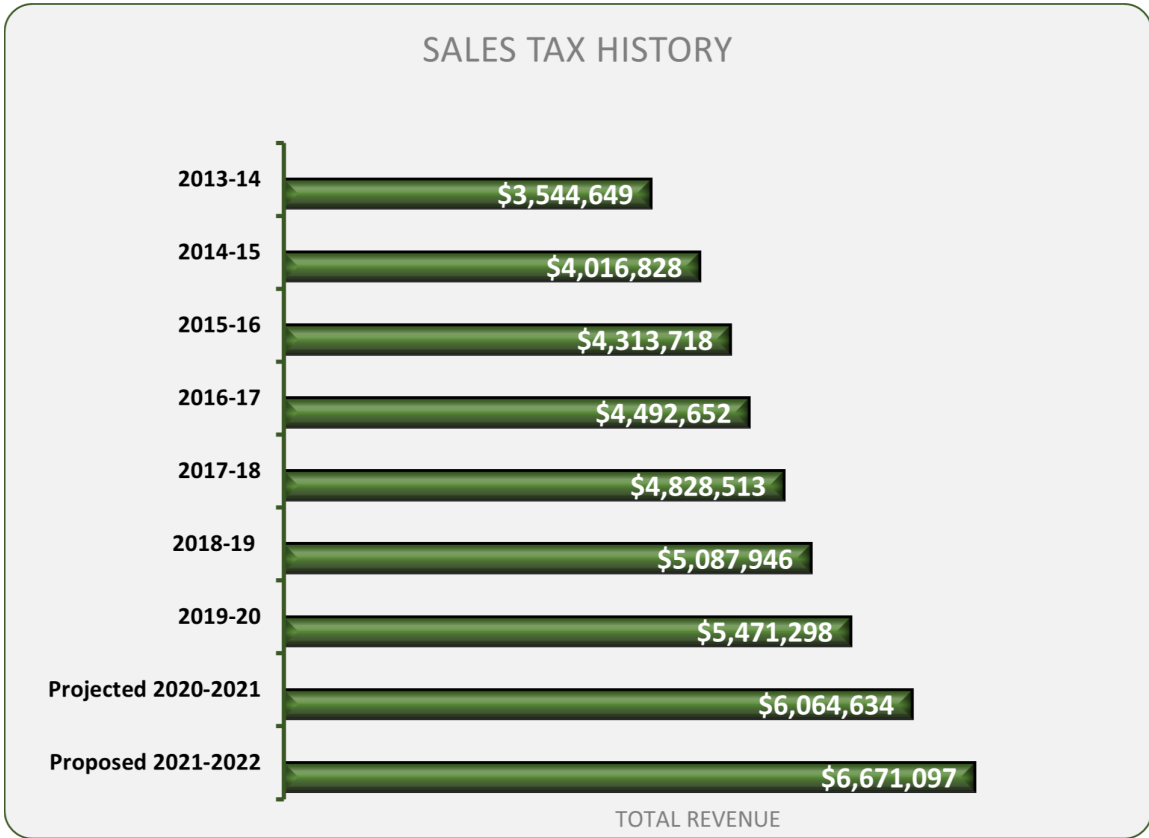
Total Tax Burden, by Taxing Entity

ENTITY	RATE	%
City of Bastrop	\$0.5794	23.5
Bastrop County	\$0.4583	18.6
BISD	\$1.3210	53.7
County Roads	\$0.1016	4.2
TOTAL	\$2.4603	100.0



Sales Tax Revenue Increase

Sales Tax revenue trends inform a projected FY 2021 sales tax revenue of \$6,064,634, or a 9.2% increase over FY 2021 budget. A conservative projection for FY 2022 is \$6,671,097, or a 10% increase over FY 2021 projection.



FY 2022 Enhancements & Increases to the Base

Property tax and sales tax revenue increases are considered additions to the revenue base for purposes of future revenue projections. Therefore, FY 2022 property tax revenue increases are an appropriate source for increases to base budget expenditures, such as:

Base Budget Increases

Agenda management software	\$12,000	City Secretary
Additional hours for HR Generalist	\$8,300	Human Resources
Internet hot spots	\$3,000	Library
Budgeting software	\$21,020	Finance
Racial profiling audit	\$7,600	Police
MLK Day programming	\$10,000	Community Engagement
Safety signage	\$11,500	Public Works
Longevity pay increase	\$7,500	All departments
Dispatch contract increase	\$36,000	Police
Shift differential pay	\$9,600	Police
Plan Review contracts	\$40,000	Engineering
Construction Management contracts	\$40,000	Engineering

These revenue increases also provide for increases to service levels, or budget enhancements, listed below:

- Additional Criminal Investigation staffing \$202,000
- Firefighter \$83,768
- Code Enforcement \$67,622
- Planning Admin \$69,203
- Recreation Management \$219,000
- Medical Director Contract \$13,000
- Dependent Care Coverage \$140,000

Additional increases to the base for all funds are a 7.8% increase to Health Insurance coverage premiums (\$68,756 GF only) and 2.5% salary step increase on the employee's anniversary following an annual review (\$83,188 GF only).

Funded enhancements typically are treated as Management Projects and are reported on in future City Manager Quarterly Reports.

One-Time Revenue Sources and Expenses

Some development-related fees, and prior savings associated with revenues exceeding expenses, are not relied upon as projected future revenue sources. Those FY 2022 sources are appropriately associated with non-recurring expenses, such as:

- Body Camera replacements \$72,000
- Financial software upgrade \$67,500
- Splash pad surface replacement \$55,000
- Pavement index Study \$55,000
- Annexation Plan \$45,000

Highlights of Other Funds

Hotel Occupancy Tax Fund revenues are projected to be 30% below pre-COVID levels. The proposed budget reflects the use of Visit Bastrop cash reserves to maintain service levels through FY 2022.

Water and Wastewater Fund – The debt service requirements for the wastewater treatment plant under construction, and the water plant under design, require a \$5 increase to the wastewater base rate.

Electric Fund – The Electric fund is burdened by an unanticipated bill from the LCRA to cover the cost of acquiring and providing power during the February 2021 Winterstorm Uri. There is no rate impact for FY 2022, but future rate impacts are likely.

Personnel Changes

General Fund

This budget increases the total full-time positions by 10.9 from FY 2021. Several factors drive this change in FTE's.

The proposed budget includes six new positions:

NEW POSITION	DEPARTMENT
Lieutenant - Administration	Police
Criminal Investigator - CID	Police
Firefighter - (day shift)	Fire
Code Compliance Officer	Building Inspection
Admin Assistant	Planning
Recreation Manager	Community Engagement

As a result of the restructuring that was proposed in November 2020 and effective January 2021, the Director of the Convention Center became the Special Events Manager. In the FY 2022 budget, the 5.15 FTE's previously budgeted in the Hotel Occupancy Tax Fund have now been moved to the General Fund. One went into Community Engagement, one went to the City Manager's department, three went to the Public Works department and the other .15 went into Communications. The Hotel Occupancy Tax fund is now being charged an administrative support fee for staff assistance to the tourism efforts, Convention Center operations and Main Street Programming.

There were several transfers between departments within the General Fund. The Library budget was reduced by 0.375 by eliminating the Supervisor position, moving a position to Community Engagement/Communications and adding a Part-Time Executive Administrative Assistant. The Construction Manager that was formerly in the Public Works budget has been moved to the Engineering Department.

In summary, from the FY 2021 total FTE's of 105.4, the General Fund added 6 new positions, transferred 5.15 from Hotel Occupancy Tax Fund, increased Human Resources part-time by 0.125 and reduced the Library total FTE's by 0.375 giving us the 10.9 increase.

Water/Wastewater Fund

This budget increases total FTE's by one position. This fund has requested that an Administrative Assistant position be added to keep up with the increasing administrative demands of this fund.

Hotel Occupancy Tax Fund

This fund no longer has any personnel charged to it's budget. This support for programming is handled through an administrative support charge that is an expense to this fund and a reduction to expenses in the General Fund.

Benefits update

The personnel cost in all funds have increased by overall compensation adjustments city wide to include 2.5% step increase, 7.8% increase in health benefits, and change in longevity from \$3 to \$5 monthly.

Personnel Summary by Department

General Fund

DEPARTMENT	FY 2020	FY 2021	FY 2022
City Manager	4.25	2.0	3.0
City Secretary	1.0	3.0	2.0
Finance	8.0	8.0	8.0
Human Resources	1.625	1.75	1.875
Information Technology	2.0	2.0	2.0
Community Engagement/Communications	3.3	3.3	7.5
Police	27.65	28.0	30.0
Fire	8.0	8.0	9.0
Municipal Court	3.25	3.25	3.25
Public Works	28.9	28.6	30.6
Development Services	8.0	7.5	8.0
Engineering	0.5	0.0	1.5
Library	<u>10.0</u>	<u>10.0</u>	<u>9.625</u>
TOTAL		105.4	116.3

Budgeted Positions by Fiscal Year

<u>POSITION</u>	<u>DEPARTMENT</u>	FY 2020	FY 2021	FY 2022
		<u>FTE</u>	<u>FTE</u>	<u>FTE</u>
City Manager	Administration	1.0	1.0	1.0
ACM, Development Services	Administration	1.0	1.0	1.0
ACM, Community Engagement	Administration	0.0	0.0	1.0
Community Council Liaison	Administration	1.0	0.0	0.0
City Secretary	City Secretary	1.0	1.0	1.0
Assistant City Secretary	City Secretary	0.0	1.0	1.0
Exec. Admin Asst/Deputy City Sec.	City Secretary	1.25	1.0	0.0
Chief Financial Officer	Finance	1.0	1.0	1.0
Accountant	Finance	0.0	1.0	1.0
Finance Specialist Senior	Finance	2.0	1.0	1.0
Executive Administrative Asst.	Finance	1.0	1.0	1.0
Customer Service Supervisor	Finance	1.0	1.0	1.0
Customer Service Coordinator	Finance	1.0	1.0	1.0
Customer Service Specialist II	Finance	2.0	1.0	1.0
Customer Service Specialis I	Finance	0.0	1.0	1.0
Human Resources Director	Human Resources	1.0	1.0	1.0
Executive Administrative Asst.	Human Resources	0.625	0.0	0.0
Human Resources Generalist	Human Resources	0.0	0.75	0.875
Director	IT	1.0	1.0	1.0
System Administrator	IT	1.0	1.0	1.0
Assistant City Manager of Public Safety & Community Support	Police	0.65	0.0	0.0
Chief of Police	Police	0.0	1.0	1.0
Assistant Chief of Police	Police	1.0	1.0	1.0
Administrative Assistant	Police	1.0	1.0	1.0
Administrative Officer	Police	1.0	1.0	0.0
Senior Records Technician	Police	0.0	1.0	1.0
Records Technician	Police	2.0	1.0	1.0
Code Compliance/Animal Control	Police	1.0	1.0	1.0
Police Detective	Police	3.0	4.0	5.0
Police Officer (All levels)	Police	13.0	13.0	13.0
Sergeant	Police	5.0	5.0	5.0
Lieutenant	Police	0.0	0.0	1.0
Fire Chief	Fire	1.0	1.0	1.0
Assistant Fire Chief	Fire	1.0	1.0	1.0
Firefighter	Fire	6.0	6.0	7.0
Court Administrator	Municipal Court	1.0	1.0	1.0
Court Clerk/Juvenile Cases	Municipal Court	1.0	1.0	1.0
Court Clerk/Trial Coordinator	Municipal Court	1.0	1.0	1.0
Court VOE Clerk	Municipal Cout	0.25	0.25	0.25
Director of Planning & Development	Dev. Services	0.5	0.5	0.0
Assistant Planning Director	Dev. Services	1.0	1.0	1.0
Planner, Senior/GIS Analyst	Dev. Services	1.0	1.0	1.0
Planner	Dev. Services	1.0	1.0	0.0
Development Coordinator	Dev. Services	0.0	0.0	1.0
Planning Technician	Dev. Services	1.0	1.0	1.0
Permit Technician	Dev. Services	1.0	1.0	1.0
Executive Administrative Asst.	Dev. Services	0.0	0.0	1.0
Building Official	Dev. Services	1.0	1.0	1.0
Building Inspector	Dev. Services	1.0	1.0	0.0
Code Compliance Officer	Dev. Services	0.0	0.0	1.0
City Engineer (50%)	Dev. Services	0.5	0.0	0.0

BUDGET OVERVIEW

<u>POSITION</u>	<u>DEPARTMENT</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
		<u>FTE</u>	<u>FTE</u>	<u>FTE</u>
City Engineer	Engineering	0.5	0.0	0.5
Construction Manager	Engineering	0.0	0.0	1.0
Director of PW/Util/Leisure Services	Public Works	0.25	0.0	0.0
Public Works Director	Public Works	0.0	0.5	0.5
Assist. Public Works Director	Public Works	0.25	0.0	0.0
Construction Manager	Public Works	1.0	1.0	0.00
Utility Field Superintendent	Public Works	1.0	1.0	1.0
Mechanic	Public Works	1.0	1.0	1.0
Public Works Technician	Public Works	0.375	0.90	0.90
Equipment Operator, Senior	Public Works	3.0	3.0	3.0
Equipment Operator	Public Works	3.0	3.0	3.0
Crew Leader	Public Works	1.0	1.0	1.0
Maintenance Worker	Public Works	2.0	4.0	4.0
Maintenance Supervisor	Building Maintenance	0.0	0.0	1.0
Facility Attendant	Building Maintenance	0.0	0.0	2.0
Building Maint./Custodian Crew Leader	Building Maintenance	1.0	1.0	1.0
Building Custodians	Building Maintenance	3.0	3.0	3.0
Director of PW/UTIL/Leisure Services	Parks	0.25	0.0	0.0
Assistant Public Works Director	Parks	0.25	0.0	0.0
Superintendent	Parks	1.0	1.0	1.0
Crew Leader	Parks	1.0	1.0	1.0
Equipment Operator	Parks	1.0	1.0	1.0
Athletic Field Maintenance Technician	Parks	1.0	1.0	1.0
Maintenance Specialist	Parks	1.0	1.0	1.0
Facilities Maintenance Worker	Parks	1.0	1.0	1.0
Maintenance Worker	Parks	5.0	3.0	3.0
Public Works Technician	Parks	0.375	0.0	0.0
Seasonal Employees	Parks	0.185	0.185	0.185
Library Director	Library	1.0	1.0	1.0
Supervisor of Public Services	Library	1.0	1.0	0.0
Technical Services & Circulation Supervisor	Library	1.0	1.0	1.0
Library Associate	Library	4.0	4.0	5.0
Public Services Librarian	Library	1.0	1.0	1.0
Executive Administrative Asst.	Library	0.0	0.0	0.625
Library Associate/Web Graphics	Library	1.0	1.0	0.0
Library Clerk - VOE	Library	1.0	1.0	1.0
Assist. CM of Development Services	Water/Wastewater	0.5	0.0	0.0
Public Works Director	Water/Wastewater	0.0	0.5	0.5
Assist. Public Works Director	Water/Wastewater	0.5	0.0	0.0
City Engineer	Water/Wastewater	0.5	0.5	0.5
Public Works Technician	Water/Wastewater	0.25	0.10	0.10
Special Programs Coordinator	Water/Wastewater	1.0	1.0	1.0
Executive Administrative Asst.	Water/Wastewater	0.0	0.0	1.0
Superintendent	Water/Wastewater	0.5	0.5	0.5
Chief Plant Operator	Water/Wastewater	0.5	0.5	0.5
Foreman	Water/Wastewater	1.0	1.0	1.0
Systems Technician Crew Leader	Water/Wastewater	1.0	1.0	1.0
Systems Technician	Water/Wastewater	6.0	6.0	6.0
Superintendent	Water/Wastewater	0.5	0.5	0.5
Chief Plant Operator	Water/Wastewater	0.5	0.5	0.5
Plant Operator B	Water/Wastewater	1.0	1.0	1.0
Plant Operator C	Water/Wastewater	1.0	1.0	2.0



POSITION	DEPARTMENT	FY 2020	FY 2021	FY 2022
		FTE	FTE	FTE
Plant Operator	Water/Wastewater	4.0	4.0	3.0
Director	Bastrop Power & Light	1.0	1.0	1.0
Superintendent	Bastrop Power & Light	1.0	1.0	1.0
Executive Administrative Asst.	Bastrop Power & Light	1.0	1.0	1.0
Foreman	Bastrop Power & Light	1.0	1.0	1.0
Lineworker - Journeyman	Bastrop Power & Light	3.0	3.0	3.0
Lineworker - Apprentice	Bastrop Power & Light	2.0	2.0	2.0
ACM, Public Safety & Comm. Support	Community Engagement	0.35	0.0	0.0
ACM, Community Engagement	Community Engagement	0.0	1.0	0.0
Main Street Manager	Community Engagement	0.0	1.0	0.0
Public Information Manager	Community Engagement	1.0	1.0	1.0
Community Impact Manager	Community Engagement	0.0	1.0	1.0
Special Events Manager	Community Engagement	1.0	1.0	1.0
Recreation Manager	Community Engagement	0.0	0.0	1.0
Recreation Coordinator	Community Engagement	1.0	1.0	0.0
Digital Media Specialist	Community Engagement	1.0	1.0	1.0
Digital Media Designer	Community Engagement	0.0	0.0	1.0
Executive Administrative Asst.	Community Engagement	1.0	0.0	1.0
Multi-Media Assistant	Community Engagement	0.48	0.48	0.48
Groundskeeper	Cemetery	1.0	1.0	1.0
Executive Director	BEDC	1.0	1.0	1.0
Office Manager	BEDC	1.0	1.0	1.0
Operations Manager	BEDC	1.0	1.0	1.0
Project Manager/Economic Development Coordinator	BEDC	<u>1.0</u>	<u>1.0</u>	<u>2.0</u>
	TOTAL	141.8	142.6	150.4

Add Police Lieutenant Position	
Lieutenant Position over administration, would handle duties currently managed by Chief and Assistant Chief. Responsibilities would include supervision of records division, grants, overtime management, best practices, audits, professional standards investigations, special events planning. These duties had been managed by administrative officer recently reassigned to part-time supervision of criminal investigations. Would allow Chief and Assistant Chief to devote more energy toward priority of community engagement.	
<i>Focus Area:</i>	Communication, Community Safety
<i>Impact on General Fund:</i>	\$105,000, recurring plus \$5,000 one-time for patrol vehicle decommissioning

Add Criminal Investigator	
A 4,000 hour deficit is currently projected in criminal investigation hours needed by the end of FY 21. The objectives are proactive investigations, timely preparation of cases for the District Attorney, properly investigated crimes, and positive impact on clearance rates. Cold cases are currently not being investigated.	
<i>Focus Area:</i>	Community Safety
<i>Impact on General Fund:</i>	\$97,000 – recurring plus \$5,000 one-time for patrol vehicle decommissioning

28 body worn cameras	
The extended warranty on current cameras will end in October 2021, with no option to extend. Current cameras are no longer being manufactured. Older models are less effective and more likely to fail. Body worn cameras are used to record officer conduct, review officer conduct, provide information useful for training and commendations, and assist in addressing complaints. The cameras also record conduct of witnesses, suspects, and defendants.	
<i>Focus Area:</i>	Community Safety, Communication
<i>Impact on General Fund:</i>	\$72,000, one time

Add Firefighter	
Existing staffing of 2 firefighters per shift is inadequate given the growth and call-volume increase. Additional staffing would provide 1 firefighter for the day shift, providing a supervisory function and additional staffing flexibility when firefighters are not at work. The additional staff would lessen the current burden on the Fire Chief to respond to calls. Assistant Fire Chief duties would be reassigned to serve as battalion chief, focusing on incident management, scheduling, and training. Plan review duties to be contracted out, with no net impact on the General Fund. Providing this position would help bring the Fire Department into compliance with nationally recognized standards.	
<i>Focus Area:</i>	Community Safety
<i>Impact on General Fund:</i>	\$83,768 recurring

Contracted Medical Director	
Contracting with a physician to serve as Medical Director enables the Bastrop Fire Department to become its own First Responder Organization (FRO). An FRO includes certified emergency medical personnel who work in cooperation with a licensed emergency medical services provider to routinely respond to medical emergency situations and provide on-scene patient care until the transporting EMS service arrives. The Medical Director establishes basic life support protocols and service plans and provides ongoing training. Currently, medical director services are provided through a memorandum of understanding with the Bastrop County First Responders Organization. Having our own relationship with a medical director allows an intimate knowledge of department personnel and abilities and we would not need to rely on a one size fits all approach.	
<i>Focus Area:</i>	Community Safety
<i>Impact on General Fund:</i>	\$13,000 – recurring

Partial Dependent Care Coverage	
The city currently provides no employer contribution to dependent care coverage. The 2021 compensation study concluded that the city is behind the market in this regard. The recommendation is to provide a 35% employer contribution to dependent care coverage in FY 22.	
<i>Focus Area:</i>	Organizational Excellence
<i>Impact on General Fund:</i>	\$140,000, recurring

Other Personnel Enhancements:	
The 2021 compensation study concluded that the city is behind the market in the following benefit pay. Certification pay for Fire advanced certificates and Police night shift differential pay.	
<i>Focus Area:</i>	Organizational Excellence
<i>Impact on General Fund:</i>	\$15,300 recurring

Agenda Management Software	
Improve efficiency and consistency of agenda management process, including for Boards and Commissions. System would include documented workflow, automatically publish agendas, produce packets and minutes and post on the web.	
<i>Focus Area:</i>	Organizational Excellence
<i>Impact on General Fund:</i>	\$12,000 recurring

Financial System Upgrade	
Upgrade from Incode V9 to V10. Benefits include web-based employee self – service platform, storage of data in SQL tables allowing improved ability to report across years and improved data exporting, overall improved functionality.	
<i>Focus Area:</i>	Fiscal Responsibility, Organizational Excellence
<i>Impact on General Fund:</i>	\$67,000, one-time

Enhanced Budgeting Software	
Replace existing budget software with a tool that provides operational, personnel, CIP, forecasting functionality, thereby eliminating double data entry. Compatible with GFOA distinguished budget requirements. Facilitates posting budget book on website, beneficial to citizens and internal users.	
<i>Focus Area:</i>	Fiscal Responsibility, Communication, Organizational Excellence
<i>Impact on General Fund:</i>	\$15,800 recurring plus \$5,220 one-time setup cost

Recreation Management, including additional communications capability	
<p>Establish recreation programming as an ongoing city service. Includes one new position and additional professional services. The new position would manage and coordinate recreation programs, including program selection, contracting and supervision of instructors, and hiring and supervision of part-time staff. The recreation management position would also work with other service providers and develop recreation programming recommendations for the future. The additional professional services would supplement the work of the current communications office. The FY 21 pilot recreation program resulted in a substantial workload on existing communications resources. The additional professional services would concentrate on recreation program messaging and would manage the online registration function. This would allow additional focus on:</p> <ul style="list-style-type: none"> • Updating city web pages, especially Police, Public Works (Parks), Capital Projects, • Assisting with Police recruitment • Community event messaging 	
<i>Focus Area:</i>	Communication, Uniquely Bastrop
<i>Impact on General Fund:</i>	\$219,000 recurring

Add Code Compliance Officer	
<p>A code compliance position would allow improved enforcement of nuisance codes and focus on work without permits and violations of zoning and sign codes. Currently, we are limited to responding to complaints.</p>	
<i>Focus Area:</i>	Community Safety, Manage Growth
<i>Impact on General Fund:</i>	\$62,500 recurring plus \$28,000 one-time for vehicle and equipment

Vehicle/Equipment Replacements (not in the VERF)	
<p>Replace vehicles in accordance with the City’s vehicle replacement standards:</p> <ul style="list-style-type: none"> • Brush Truck (Fire) \$120,000 • New Brush Truck Chassis with remounted Brush Truck Bed (Fire) \$73,000 • Utility Van (Public Works) \$67,500 • Street Sweeper (Public Works) \$280,000 • Truck (Engineering) \$35,000 	
<i>Focus Area:</i>	Fiscal Responsibility
<i>Impact on General Fund:</i>	\$575,500 one-time transfer to the VERF

Vehicle/Equipment Additions	
<p>The increase in park property results in additional equipment needs. The Public Works truck is to be used for an existing trailer to pull heavier loads, freeing up a field truck for the crew. The small SUV for planning is for the new Code Compliance position.</p> <ul style="list-style-type: none"> • Pick-up Truck (Public Works) \$63,600 Addition not replacement • Zero-turn mower (Parks) \$15,930 Addition not replacement • Pick-up Truck (Parks) \$34,000 Addition not replacement • Small SUV (Planning) \$24,000 • Loader equipment (Public Works) \$138,000 	
<i>Focus Area:</i>	Fiscal Responsibility, Manage Growth
<i>Impact on General Fund:</i>	\$275,530

Playground Replacements	
This request is to replace the Splashpad surfacing due to deterioration.	
<i>Focus Area:</i>	Uniquely Bastrop
<i>Impact on General Fund:</i>	\$56,000

Old Iron Bridge	
<p>The City of Bastrop is currently seeking multiple funding sources in an effort to save the iconic Old Iron Bridge. The bridge has been a vital part of Bastrop’s history and at one time was the economic driver that connected Bastrop east to west, making trade much more effective for the area. The bridge discontinued automotive traffic in the mid to late nineties, and it began being used for pedestrian traffic, special events, and filming in more recent years. In 2018, the City of Bastrop closed the Old Iron Bridge to all traffic due to severe deterioration of the gusset plates and other structural components. The City is currently seeking funding from a Transportation Alternatives Grant (TA grant) through the Texas Department of Transportation (TxDOT). The estimated repair, engineering and project management costs are continuing to rise year after year, and the TA grant is likely only going to partially fund the bridge. However, being eligible for a TA grant allows the City to make a request for amendments to the Capital Area Metropolitan Planning Organization (CAMPO) for an amendment to the Transportation Improvement Plan (TIP.) If funded it will be placed on the Regional Transportation Plan (RTP). The RTP is updated from time to time and includes regional transportation improvements that will include repairs to the bridge but also a corridor study of all roads that lead to Bastrop. Regional Improvements are open to a larger pool of federal funding.</p>	
<i>Focus Area:</i>	Uniquely Environment, Fiscal Responsibility, Multi-Modal Mobility
<i>Impact on General Fund:</i>	

Annexation Plan	
<p>There is no “one-size-fits-all” approach to pursuing a single annexation or an overall annexation strategy, however nearly all annexations require significant planning and community outreach. There are several issues to consider when a city is contemplating annexing territory, including zoning/development review, community character, fiscal impacts, impacts on overlapping districts, and when and how to extend utility services. The City of Bastrop has several properties that have current development agreements on file that allow voluntary annexation and the funds allocated this year will be used for any professional services needed to perform tasks associated with annexation such as surveying. Annexation planning is an important part of managing growth while remaining fiscally responsible.</p>	
<i>Focus Area:</i>	Manage Growth, Unique Environment, Organizational Excellence
<i>Impact on General Fund:</i>	\$45,000



Drainage Master Plan	
<p>Over the past decade, the City of Bastrop has seen a steady increase in population, and the commercial and industrial sectors have increased as well. Increased development requires increased planning efforts to manage the storm water for the entire city. The city has engaged in several studies of the local tributaries and creeks within the city limits. However, not all areas have been studied at a level that will provide better data for future development outside of what is provided by FEMA. This project purpose is to develop a comprehensive evaluation of the existing drainage conditions throughout the City by developing an accurate and current understanding of the drainage infrastructure. This understanding will include a comprehensive inventory of existing data, accurate simulation modeling using best available data, identification of flooding problem areas, and conceptual flood mitigation solutions. Riverine analysis will include Piney Creek, Gills Branch, Copperas Creek, Hunter’s Creek, and Pine Forest Creek. Flood impacts from the Colorado River will be based on the effective FEMA flood maps. Local flood problems will be the primary focus of this Drainage Master Plan to ensure riverine as well as local flood problem areas are addressed such as the North Bastrop area. The flood problem areas will be identified using City staff and community input.</p>	
<i>Focus Area:</i>	Manage Growth, Unique Environment, Organizational Excellence
<i>Impact on General Fund:</i>	\$285,000 (funded out of 2021 LTN)

Pavement Condition Index Study	
<p>The City of Bastrop performed an assessment of all of the City of Bastrop roadways in 2018, scoring all city streets from failed to excellent. The results of that assessment informed a multi-year street maintenance program. Since that time several miles of roadway has been added to the City of Bastrop’s road system, and four (4) years of maintenance has been performed. This new pavement assessment will update the current Pavement Condition Index, and it will provide an updated score for the streets that maintenance has been performed on providing valuable information that will allow good decisions about future maintenance efforts.</p>	
<i>Focus Area:</i>	Manage Growth, Unique Environment, Organizational Excellence, Fiscal Responsibility
<i>Impact on General Fund:</i>	\$55,000

Other Studies/Master Plans	
<p>These studies are described in detail in the CIP pages:</p> <ul style="list-style-type: none"> • Parks Master Plan \$150,000 • Comprehensive Plan Land Use update and 5-year review - \$100,000 	
<i>Focus Area:</i>	Manage Growth, Unique Environment, Organizational Excellence
<i>Impact on General Fund:</i>	\$250,000

Fiscal Forecasts

General Fund

General Fund Fiscal Forecast Assumptions

	PROJECTED FY20-21	PROPOSED FY21-22	PLANNING FY22-23	PLANNING FY23-24	PLANNING FY24-25
REVENUE					
Residential Starts (SF)	250	150	150	100	50
Property Tax Increase - Existing Property	\$ 53,463	3.0%	0%	0%	0%
Property Tax Increase - New Property	\$ 134,825	\$ 192,610	\$ 129,591	\$ 103,673	\$ 83,309
Sales Tax Revenues Growth (3 yr avg. 6.5%)	10.8%	10.0%	5.0%	5.0%	5.0%
Franchise Fees	0.0%	1.0%	1.0%	1.0%	1.0%
Mixed Beverage Tax (FY20 down due to COVID)	15.0%	3.0%	3.0%	3.0%	3.0%
Sanitation Revenue (per contract)	5.0%	5.0%	5.0%	5.0%	5.0%
Development Fees-Some considered non-recurring)	41.4%	-12.5%	-97.7%	-137.6%	-1.4%
Transfer in Electric Fund (% of Electric Revenue)	13.0%	11.0%	11.0%	11.0%	11.0%
Transfer in Electric Fund - Community Support	\$ -	\$ 317,000.00	\$ 317,000.00	\$ 317,000.00	\$ 317,000.00
EXPENSE					
Compensation (Incl Compensation Study Recommendations)	0.0%	3.5%	3.5%	3.5%	3.5%
Salary Savings	\$ -	\$ -	\$ (100,000)	\$ (100,000)	\$ (100,000)
Group Insurance	3.0%	7.8%	0.0%	5.0%	5.0%
New Position - Firefighters		1.00	1.00	1.00	
New Position - Police (CID & Admin)		2.00			
New Position - Development Serv		2.00			
Burleson Crossing 380 drops off	\$ -	\$ -	\$ -	\$ (650,000)	\$ (650,000)
Contractual Services	0.0%	1.0%	1.0%	1.0%	1.0%
Vehicle/Equip Replc (lease prog w/ Police only)	26.9%	17.6%	11.1%	8.8%	0.0%
Move Community Support to General Fund	\$ -	\$ 132,000	\$ 132,000	\$ 132,000	\$ 132,000
Move Community Event Support to General Fund	\$ -	\$ 217,000	\$ 217,000	\$ 217,000	\$ 217,000
Development Fees cover contracted Plan review and inspections					

General Fund Fiscal Forecast

	ACTUAL FY19-20	PROJECTED FY20-21	PROPOSED FY21-22	PLANNED FY22-23	PLANNED FY23-24	PLANNED FY24-25
Beginning Fund Balance	2,815,496	\$ 4,470,457	\$ 6,194,199	\$ 5,564,178	\$ 2,770,490	\$ 2,221,754
Total Ad Valorem Revenue (O&M)	\$3,823,312	\$4,117,991	\$4,418,537	\$4,555,501	\$4,733,695	\$4,824,674
Total Recurring Revenue	\$8,584,799	\$13,104,161	\$14,065,638	\$14,344,663	\$14,382,185	\$14,878,922
Transfers from Other Funds						
Transfer from Library Board		3,000	3,000	3,000	3,000	3,000
Transfer from Electric Fund (Comm Supp)		-	317,000	317,000	317,000	317,000
Transfer from Electric Fund (lieu of Taxes)	567,750	587,750	450,000	450,000	450,000	450,000
Total Transfers In		\$ 590,750	\$ 770,000	\$ 770,000	\$ 770,000	\$ 770,000
Non-Recurring Revenue						
License & Permits Revenue		\$975,845	\$646,230	\$0	\$0	\$0
Total Non-Recurring Revenue		\$975,845	\$646,230	\$0	\$0	\$0
Total General Fund Revenues	\$12,975,861	\$14,670,756	\$15,481,868	\$15,114,663	\$15,152,185	\$15,648,922
Total General Fund Expenses	\$ 11,320,900	\$ 12,301,120	\$ 14,815,362	\$ 14,816,551	\$ 14,856,370	\$ 15,297,928
Excess Recurring Revenue(Expense)	1,654,961	1,393,791	20,276	298,112	295,814	350,994
Ending Fund Balance	4,470,457	6,840,093	6,860,705	5,862,290	3,066,305	2,572,748
Fund Balance Reserve (policy 25%)	2,830,225	3,075,280	3,703,841	3,704,138	3,714,093	3,824,482
Amount Available over Five Years	1,640,232					-1,251,734
One-Time Uses						
Transfer to VERF	\$ -	\$ -	\$ 851,027	\$ 1,500,000	\$ -	\$ -
Transfer to Innovation Fund	\$ -	\$ 645,894	\$ 295,500	\$ -	\$ -	\$ -
Transfer to CIP	\$ -	\$ -	\$ 150,000	\$ 1,591,800	\$ 844,551	\$ 800,000
Total One-Time Uses	\$ -	\$ 645,894	\$ 1,296,527	\$ 3,091,800	\$ 844,551	\$ 800,000
Ending Fund Balance	4,470,457	\$ 6,194,199	\$ 5,564,178	\$ 2,770,490	\$ 2,221,754	\$ 1,772,748
Required Reserve 25%	39%	50%	38%	19%	15%	12%

General Fund Debt Service

General Fund Debt Service Fund Fiscal Forecast Assumptions

	PROJECTED FY20-21	PROPOSED FY21-22	PLANNING FY22-23	PLANNING FY23-24	PLANNING FY24-25
REVENUE					
Property Tax Increase - Existing Property	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax Increase - New Property	\$ -	\$ 91,010	\$ 67,533	\$ 89,833	\$ 79,384
Debt Service Rate Increase	0.00%	0.00%	0.00%	0.00%	0.00%
EXPENSE					
Burleson Crossing 380 Rebate drops off	\$ -	\$ -	\$ -	\$ (17,000)	\$ (17,000)
Bond Payments are based on current debt schedules					
GO Bond Sale Amounts (CIP)		\$ 3,600,000		\$ 1,800,000	\$ 4,000,000

Debt Service Fund Fiscal Forecast

	7.8%	0.0%	13.1%	10.4%	2.3%	1.8%
% Change						
Est. Property Valuation \$	967,932,907	967,902,273	1,094,737,605	1,208,421,912	1,236,421,912	1,258,921,912
Frozen Tax Levy \$	163,893	179,548.00	202,467	206,516	210,647	214,860
Rate	0.1949%	0.1949%	0.2054%	0.2054%	0.2054%	0.2054%

	ACTUAL FY 19-20	PROJECTED FY 20-21	PROPOSED FY 21-22	PLANNING FY 22-23	PLANNING FY 23-24	PLANNING FY 24-25
BEGINNING FUND BALANCE	\$ 258,520	\$ 298,232	\$ 189,673	\$ 53,595	\$ 28,389	\$ 5,645
TOTAL OPERATING REVENUE	\$ 4,236,186	\$ 2,874,685	\$ 3,358,143	\$ 3,553,905	\$ 3,644,329	\$ 3,706,173
TOTAL OPERATING EXPENDITURE	\$ 4,196,474	\$ 2,983,244	\$ 3,494,221	\$ 3,579,111	\$ 3,667,073	\$ 3,759,375
ENDING FUND BALANCE	\$ 298,232	\$ 189,673	\$ 53,595	\$ 28,389	\$ 5,645	\$ (47,557)



Water/Wastewater Fund

Water/Wastewater Fund Fiscal Forecast Assumptions

	PROJECTED FY20-21	PROPOSED FY21-22	PLANNING FY22-23	PLANNING FY23-24	PLANNING FY24-25
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REVENUE

WATER

Residential Growth	4.0%	4.0%	4.0%	4.0%	3.5%
Commercial Growth	2.0%	2.0%	2.0%	2.0%	2.0%
Tap Fees (high due to Pecan Park finish out)	50.8%	0.0%	0.0%	-50.0%	-40.0%
Rates (Resid, Commercial & Multi-Family)-incr in base rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Base Rate for 1.5" and higher are being adjusted based on consultants recommendation to meet AWWA meter equivalent standards

WASTEWATER

Residential Growth	4.0%	4.0%	4.0%	4.0%	3.5%
Commercial Growth	2.0%	2.0%	2.0%	2.0%	2.0%
Wholesale - WBV (avg. 50 homes annl)			1.50%	1.50%	1.50%
Base Rates (Resid, Comm & Multi-Family)-incr	\$0.00	\$5.00	\$5.00	\$5.00	\$0.00

EXPENSE

Compensation (Includes compensation study recommendations)	0.0%	3.5%	3.5%	3.5%	3.5%
Salary Savings	\$ -	\$ -	\$ (55,000)	\$ (55,000)	\$ (55,000)
Group Insurance	3.0%	7.8%	0.0%	5.0%	5.0%
Retirement	0.0%	0.0%	0.2%	0.2%	0.2%
Worker's Comp Insurance	1.0%	1.0%	1.0%	1.0%	1.0%
Non- Personnel Operating Costs	1.0%	1.0%	1.0%	1.0%	1.0%
Administrative Support (GF) FY21 had significant changes due to ACM change to 100% GF	24.0%	3.9%	2.5%	2.5%	2.5%
Debt increase year-over-year (based on CIP schedule, cash flow model and projected bond issues)	58.1%	31.9%	14.6%	12.5%	5.3%

Water/Wastewater Fund Summary Fiscal Forecast

	ACTUAL FY 19-20	PROJECTED FY 20-21	PROPOSED FY 21-22	PLANNING FY 22-23	PLANNING FY 23-24	PLANNING FY 24-25
BEGINNING BALANCE	\$ 1,241,578	\$ 1,801,782	\$ 2,380,800	\$ 1,844,129	\$ 1,700,024	\$ 1,525,218
REVENUES:						
WATER						
Water Service	\$ 3,073,115	\$ 3,208,600	\$ 3,278,670	\$ 3,377,961	\$ 3,475,714	\$ 3,573,077
WASTEWATER						
Sewer Service	\$ 2,792,731	\$ 3,051,596	\$ 3,324,356	\$ 3,678,741	\$ 4,050,400	\$ 4,228,351
TOTAL OPERATING REVENUES	\$ 6,194,681	\$ 6,622,025	\$ 6,958,580	\$ 7,416,469	\$ 7,839,142	\$ 8,097,767
Proceeds from Bond Sale	\$ 21,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL RESOURCES	\$ 28,436,259	\$ 8,423,807	\$ 9,339,380	\$ 9,260,598	\$ 9,539,166	\$ 9,622,984
EXPENDITURES:						
Administration	\$ 1,181,021	\$ 544,510	\$ 718,038	\$ 717,965	\$ 737,569	\$ 752,666
Distribution/ Collection/ Liftstation	\$ 643,453	\$ 638,354	\$ 726,524	\$ 724,627	\$ 744,584	\$ 765,213
Production/ Treatment	\$ 733,149	\$ 967,551	\$ 1,037,515	\$ 1,036,764	\$ 1,054,065	\$ 1,071,799
Wastewater Treatment Plant	\$ 748,661	\$ 814,444	\$ 919,087	\$ 915,937	\$ 933,064	\$ 950,656
Administrative Support (GF)	\$ 1,303,193	\$ 699,961	\$ 727,307	\$ 745,490	\$ 764,127	\$ 783,230
Debt Service Transfer	\$ 125,000	\$ 2,060,176	\$ 2,717,280	\$ 3,114,791	\$ 3,505,539	\$ 3,689,705
Capital replacement Reserve	\$ 4,734,477	\$ 5,849,996	\$ 6,970,751	\$ 7,380,574	\$ 7,863,948	\$ 8,138,289
TOTAL OPERATING EXPENDITURES	\$ 1,460,204	\$ 772,029	\$ (12,171)	\$ 35,895	\$ (24,806)	\$ (40,502)
ENDING FUND BALANCE	\$ 23,701,782	\$ 2,573,811	\$ 2,368,629	\$ 1,880,024	\$ 1,675,218	\$ 1,484,715
CAPITAL OUTLAY						
Water Line Improvements	\$ 193,011	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CAPITAL OUTLAY	\$ 193,011	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT						
Transfer to Bond Fund	\$ 21,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer for VERF	\$ -	\$ -	\$ 122,000	\$ -	\$ -	\$ -
Transfer for CIP	\$ 900,000	\$ -	\$ 402,500	\$ 180,000	\$ 150,000	\$ -
TOTAL TRANSFERS OUT	\$ 21,900,000	\$ -	\$ 524,500	\$ 180,000	\$ 150,000	\$ -
ENDING FUND BAL AFTER TRANSFERS	\$ 1,801,782	\$ 2,380,800	\$ 1,844,129	\$ 1,700,024	\$ 1,525,218	\$ 1,484,715
Reserve Requirement 35%	39%	42%	27%	23%	20%	19%

Bastrop Power & Light

Bastrop Power & Light Fiscal Forecast Assumptions

	PROJECTED FY20-21	PROPOSED FY21-22	PLANNING FY22-23	PLANNING FY23-24	PLANNING FY24-25
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REVENUE

Residential growth (Piney Creek)	2.0%	2.0%	2.0%	0.0%	0.0%
Electric revenue is being projected conservatively due to so many variables (LCRA Rate, weather, etc.) LCRA rate is a pass-through rate	1.0%	1.0%	1.0%	1.0%	1.0%
Extension fees would be based on historical average unless a specific project was known					
Interest rates are estimated conservatively based on current reports					
No Rate Adjustment due to Winter Storm Uri					

EXPENSE

Compensation (includes compensation study recommendations)	0.0%	3.5%	3.5%	3.5%	3.5%
Group Insurance	3.0%	0.0%	5.0%	5.0%	5.0%
Worker's Comp Insurance	0.0%	1.0%	1.0%	1.0%	1.0%
Non-personnel costs (supplies, maintenance, etc.)	0.0%	1.0%	1.0%	1.0%	1.0%
LCRA power (FY20 had several credits making incr to FY21 seem greater)	16.0%	1.0%	1.0%	1.0%	1.0%
Administrative Support (GF)	9.0%	2.5%	2.5%	2.5%	2.5%
General Fund Transfers	13%	11%	11%	11%	11%
Vehicle & Equipment Replacement fund transfer - as of FY24 ALL vehicles/equip. will be in the VERF fund					

Bastrop Power & Light Fiscal Forecast

	ACTUAL FY 20-21	PROJECTED FY 20-21	PROPOSED FY 21-22	PLANNING FY 22-23	PLANNING FY 23-24	PLANNING FY 24-25
BEGINNING FUND BALANCE	\$ 4,128,421	\$ 3,915,646	\$ 3,077,272	\$ 2,386,128	\$ 1,836,826	\$ 1,362,040
TOTAL CURRENT REVENUE	\$ 6,450,146	\$ 6,622,732	\$ 6,803,905	\$ 6,870,146	\$ 6,937,009	\$ 7,004,540
TOTAL REVENUE & OTHER RESOURCES	\$ 10,578,567	\$ 10,538,378	\$ 9,881,177	\$ 9,256,274	\$ 8,773,835	\$ 8,366,581
EXPENDITURES:						
Total Personnel Costs	\$ 724,375	\$ 773,945	\$ 812,090	\$ 818,427	\$ 824,692	\$ 831,118
Total Other Operating Expense	\$ 4,039,323	\$ 4,418,990	\$ 4,753,691	\$ 4,809,183	\$ 4,856,490	\$ 4,904,270
Vehicle/Equipment R/psc fee	\$ 87,181	\$ 87,183	\$ 99,559	\$ 99,559	\$ 99,559	\$ 118,059
Line Extensions	\$ 234,431	\$ 35,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Administrative Support	\$ 386,865	\$ 423,216	\$ 444,894	\$ 456,016	\$ 467,417	\$ 479,102
Community Support	\$ 114,460	\$ 141,633	\$ -	\$ -	\$ -	\$ -
Community Event Support	\$ -	\$ 136,525	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ 157,907	\$ 168,238	\$ 162,165	\$ 159,263	\$ 161,637	\$ 163,716
TOTAL OPERATING EXPENDITURES	\$ 5,744,542	\$ 6,184,730	\$ 6,322,399	\$ 6,392,448	\$ 6,459,795	\$ 6,546,265
Transfer out - GF	\$ 557,750	\$ 557,750	\$ 767,000	\$ 767,000	\$ 767,000	\$ 767,000
Transfer out - GF (Comm Support)	\$ 232,500	\$ 30,000	\$ -	\$ -	\$ -	\$ -
Transfer out - VERF	\$ 75,000	\$ 65,000	\$ 72,400	\$ 35,000	\$ 35,000	\$ -
TOTAL TRANSFERS OUT	\$ 865,250	\$ 652,750	\$ 839,400	\$ 802,000	\$ 802,000	\$ 767,000
TOTAL OPERATING EXPENDITURES & TRANSFERS	\$ 6,609,792	\$ 6,837,480	\$ 7,161,799	\$ 7,194,448	\$ 7,261,795	\$ 7,313,265
NET INCOME (LOSS) FROM RE-OCCURRING	\$ (159,646)	\$ (214,748)	\$ (357,894)	\$ (324,302)	\$ (324,786)	\$ (308,724)
CIP	\$ 44,128	\$ -	\$ 208,250	\$ 150,000	\$ 150,000	\$ 150,000
Winterstorm Uri - Pass-through (FY2021)	\$ -	\$ 571,126	\$ -	\$ -	\$ -	\$ -
Special Project	\$ -	\$ 52,500	\$ 125,000	\$ 75,000	\$ -	\$ -
TOTAL NON-OPERATING COSTS	\$ 44,128	\$ 623,626	\$ 333,250	\$ 225,000	\$ 150,000	\$ 150,000
ENDING FUND BALANCE	\$ 3,968,775	\$ 3,077,272	\$ 2,386,128	\$ 1,836,826	\$ 1,362,040	\$ 903,316
Reserve Requirement 35%	60%	45%	33%	26%	19%	12%
Total General Fund transfer		13%	11%	11%	11%	11%

Hotel Occupancy Tax Fund

Hotel Occupancy Tax Fund Fiscal Forecast Assumptions

	PROJECTED FY20-21	PROPOSED FY21-22	PLANNING FY22-23	PLANNING FY23-24	PLANNING FY24-25
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REVENUE

Hotel Occupancy Tax (back to FY19 levels in FY24)	3%	32%	25%	0%	0%
Rental Revenue (back to FY19 levels in FY24)	-21%	36%	32%	12%	9%

EXPENSE

Organizational Funding (FY22 goes back to FY20 funding level)	-47%	47%	0%	0%	0%
Destination Marketing Organization (Visit Bastrop)	-17%	-1%	37%	13%	0%
Cultural Arts Commission	\$ 13,000	\$ 108,650	\$ 50,000	\$ 50,000	\$ 50,000

Hotel Occupancy Tax Fund Fiscal Forecast

	ACTUAL FY 19-20	PROJECTED FY 20-21	PROPOSED FY 21-22	PLANNING FY 22-23	PLANNING FY 23-24	PLANNING FY 24-25
BEGINNING FUND BALANCE	\$ 3,849,730	\$ 2,896,369	\$ 2,329,717	\$ 1,775,748	\$ 1,534,275	\$ 1,430,738
REVENUES						
TOTAL CURRENT REVENUES	\$ 1,901,348	\$ 1,829,554	\$ 2,226,904	\$ 2,831,204	\$ 3,128,956	\$ 3,141,160
OTHER RESOURCES						
Interfund Transfers - General Fund	\$ 238,994	\$ -	\$ -	\$ -	\$ -	\$ -
Interfund Transfers - Electric Fund	\$ 222,500	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE & OTHER RESOURCES	\$ 6,212,572	\$ 4,725,923	\$ 4,556,621	\$ 4,606,952	\$ 4,663,231	\$ 4,571,898
EXPENDITURES:						
Organizational	\$ 571,918	\$ 283,839	\$ 516,082	\$ 515,000	\$ 515,000	\$ 515,000
Convention Center	\$ 504,417	\$ 536,545	\$ 508,648	\$ 646,608	\$ 662,091	\$ 678,348
Main Street Program	\$ 439,659	\$ 215,515	\$ 306,067	\$ 247,944	\$ 253,502	\$ 259,337
Multi-Media	\$ 136,351	\$ -	\$ -	\$ -	\$ -	\$ -
Special Events/Reservations	\$ 150,020	\$ -	\$ -	\$ -	\$ -	\$ -
Cultural Arts Commission	\$ 34,918	\$ 12,796	\$ 108,650	\$ 50,000	\$ 50,000	\$ 50,000
Rodeo Arena	\$ 3,385	\$ 2,900	\$ 2,900	\$ 2,900	\$ 2,900	\$ 2,900
Destination Marketing Organization	\$ 969,306	\$ 802,356	\$ 792,824	\$ 1,087,225	\$ 1,231,000	\$ 1,231,200
TOTAL EXPENDITURES	\$ 2,809,974	\$ 1,853,951	\$ 2,235,171	\$ 2,549,677	\$ 2,714,493	\$ 2,736,785
OTHER USES						
Debt Service Transfer	\$ 506,226	\$ 542,255	\$ 545,702	\$ 523,000	\$ 518,000	\$ 517,600
TOTAL EXPENDITURES & OTHER USES	\$ 3,316,200	\$ 2,396,206	\$ 2,780,873	\$ 3,072,677	\$ 3,232,493	\$ 3,254,385
NET INCOME (LOSS)	\$ (93,358)	\$ (566,652)	\$ (553,969)	\$ (241,473)	\$ (103,537)	\$ (113,225)
ASSIGNED FB - CULTURAL ARTS COMMISSION	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
ASSIGNED FB - MAIN ST PROGRAM	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
ENDING FUND BALANCE UNRESTRICTED	\$ 2,816,372	\$ 2,224,717	\$ 1,670,748	\$ 1,429,275	\$ 1,325,738	\$ 1,212,513
<i>Reserve requirement 50%</i>		97%	64%	50%	44%	40%

Type B - BEDC

Type B Fund (BEDC) Fiscal Forecast Assumptions

	PROJECTED FY20-21	PROPOSED FY21-22	PLANNING FY22-23	PLANNING FY23-24	PLANNING FY24-25
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REVENUE

	10.8%	10.0%	5.0%	5.0%	5.0%
Sales Tax Revenues Growth (3 yr avg. 6.5%)					
Rental Income (proj sale of 921 Main St.)	\$ 161,500.00	\$ 178,109.00	\$ -	\$ -	\$ -
Land Sales	\$ 100,000	\$ 1,533,935	\$ -	\$ -	\$ -
Grant Funds only budgeted in FY21	\$ 1,030,000	\$ -	\$ -	\$ -	\$ -

EXPENSE

Personnel Costs	0.0%	49.6%	5.0%	5.0%	5.0%
Positions added		2.00			
Burleson Crossing 380 drops off	\$ -	\$ -	\$ -	\$ (385,000)	\$ (385,000)
Occupancy Costs	0.0%	2.0%	2.0%	2.0%	2.0%
Debt Service - 921 Main St loan removed			X	X	X
Professional Services (reduced to annl avg)	31.5%	119.0%	0.0%	0.0%	0.0%
City Projects	\$ -	\$ 323,650	\$ -	\$ -	\$ -
Redevelopment Grants	\$ 325,000	\$ 325,000	\$ -	\$ -	\$ -
Cash Incentive	\$ 275,000	\$ 250,000	\$ -	\$ -	\$ -

Type B Fund (BEDC) Fiscal Forecast

	ACTUAL FY 19-20	PROJECTED FY 20-21	PROPOSED FY 21-22	PLANNING FY 22-23	PLANNING FY 23-24	PLANNING FY 24-25
WORKING CAPITAL BB	\$ 5,109,097	\$ 4,867,763	\$ 5,249,158	\$ 5,027,194	\$ 5,827,060	\$ 7,184,159
REVENUES						
Sales Tax	\$ 2,733,446	\$ 3,028,659	\$ 3,331,500	\$ 3,498,075	\$ 3,672,979	\$ 3,856,628
Lease Agreements	\$ 13,800	\$ 15,870	\$ 15,870	\$ 15,870	\$ 15,870	\$ 15,870
Rental Income (921 Main St)	\$ -	\$ 128,250	\$ 178,109	\$ -	\$ -	\$ -
Loan Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 64,001	\$ 18,500	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Other	\$ -	\$ 384,614	\$ 1,533,935	\$ -	\$ -	\$ -
TOTAL OPERATING REVENUE	\$ 2,811,247	\$ 3,575,893	\$ 5,074,414	\$ 3,528,945	\$ 3,703,849	\$ 3,887,498
OTHER RESOURCES						
Grant Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE & OTHER RESOURCES	\$ 7,920,344	\$ 8,443,656	\$ 10,323,572	\$ 8,556,139	\$ 9,530,909	\$ 11,071,657
EXPENDITURES:						
Debt Service	\$ 417,229	\$ 408,613	\$ 483,456	\$ 398,371	\$ 398,529	\$ 413,366
Contingency	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENDITURES	\$ 2,313,257	\$ 2,509,898	\$ 3,439,378	\$ 2,729,079	\$ 2,346,749	\$ 2,392,982
NET INCOME (LOSS)	\$ 497,990	\$ 1,065,995	\$ 1,635,036	\$ 799,866	\$ 1,357,099	\$ 1,494,516
City CIP	\$ -	\$ -	\$ 307,000	\$ -	\$ -	\$ -
Capital Outlay	\$ 2,229,557	\$ 684,600	\$ 1,550,000	\$ -	\$ -	\$ -
Total Capital Expenditures	\$ 2,229,557	\$ 684,600	\$ 1,857,000	\$ -	\$ -	\$ -
ENDING WORKING CAPITAL	\$ 3,377,530	\$ 5,249,158	\$ 5,027,194	\$ 5,827,060	\$ 7,184,159	\$ 8,678,675

FY 2021 Accomplishments by Focus Area

Communications

- Creation of City of Bastrop Branding Guidelines Manual and one-page New Residents guide.
- Utilization of Everbridge a critical events management (CEM) software platform for 9-1-1 dispatch communications as well as community messaging that are non-critical emergencies but are vital to citizen' lives.
- Creation of a City Podcast entitled "Overheard at City Hall" to emphasize quality conversations between multiple City departments.
- Creation of a Contractor Forum for contractors to share feedback so the City can better the permitting process and answer questions.
- Organized quarterly meetings with Community Support Groups, Assets, and Stakeholders to provide open-communication and support community initiatives.
- Created Quarterly Council Reports to provide an update on City performance each quarter.

Community Safety

- Implemented a phased reopening plan for COVID-19 and established Emergency Orders to assist with the mitigation of COVID-19.
- Added a full-time Fire Department workforce.
- Acquired \$2.8M for two fire apparatus and fire equipment.
- Renovated the Fire Station.
- Deployed new Mobile Data Terminals for Public Safety Vehicles with larger high-definition screens and up-to-date processing technology to reduce response times and increase reliability as part of a Public Safety Refresh strategy.
- Improved ISO rating.

Economic Vitality

- MyGov Implementation included training initiatives, forums, and exploration of reporting capabilities.
- Evaluation of the Sign Code included City Council adopted amendments that included bringing back some minor changes to sidewalk signs, temporary signs, and references to site visibility triangle.
- Adopted standards for development in the Federal Emergency Management Agency (FEMA) Special Flood Hazard Areas (SFHAs), particularly in the floodway and the 1% Annual Chance (formerly known as the 100-year) zones.
- Main Street District had 10 new businesses open in the district and one business relocated within the district.
- Reorganized of the Planning Department to include a Development Coordinator position, Planning Technician, Permit Technician positions, and Building Official position.

Fiscal Responsibility

- Auditors issued an unmodified audit opinion which is the best that can be obtained, noted no recommendations for improvement over internal controls, and no Management Letter issued.
- Grant funding received includes Downtown River Loop, Gills Branch Channel Repair, Pine Street Drainage Improvement, Public Works Detention Pond Improvement, Jasper / Newton Drainage Improvement, North Main Sewer Line Improvement, and HGMP HAZ-MIT-Agnes Road Extension.

Manage Growth

- Awarded Capital Project grant for \$4,240,329.20 for the Agnes Road extension.
- Application of the B3 Code included the following objectives:
 - Re-organize Code, moving B3 Technical Manual into the main document
 - Define DRC review responsibilities
 - Streamline/define the Warrant Process
 - Clarify Neighborhood Regulating Plan Process
 - Create Infill process for site smaller than 3.4 areas
 - Create Extraterritorial Jurisdiction (ETJ) standards that establish block/connectivity, minimum lot frontages, driveway spacing, and drainage requirements
 - Require Traffic Impact Analysis when deviating from the grid requirement
 - Add additional platting exemptions
 - Extend water and wastewater connection requirements to ½ mile
 - Add communication Tower (FCC) standards and process to Code
 - Add definitions to Manufactured Housing
- Council Amended Chapter 8 of the B3 code to address concerns by citizens and businesses regarding signs.
- Issued 1,134 permits issued through the Planning Department.
- Approved \$408,000 construction contract as part of the third year of the Street Maintenance Program, improving local roads and minimizing the need for road rehabilitation and reconstruction.

Multi-Modal Mobility

- Creation of scooter ordinance to provide a safe and convenient mode of transportation.
- Partnership with CARTs to provide the CARTs Now and eCab programs which are limited-time services that offer on-demand curb-to-burb rides within the city limits.
- The City of Bastrop continued to seek multiple funding sources for the Old Iron Bridge.
- Construction on River Loop Project to provide safe pedestrian connectivity along State Highway 71 and across the Colorado River.
- Awarded a contract for a Sidewalk Connectivity Project to place approximately 1.5 miles of sidewalk that connects multiple city parks and increases transportation modes.

Organizational Excellence

- Managed City Council election, including recount.
- Implemented the City Manager’s reorganization plan which included:
 - Realignment of duties within the Planning Department to ensure a focus on customer service and operational efficiency
 - Enhanced focus on Capital Project planning and reporting
 - More reasonable workload expectation of the Assistant City Manager for Community Development
 - Resources aligned with the Main Street Program
 - Enhanced collaboration with Community Assets and other stakeholders toward the achievement of common objectives
 - Enhanced coordination and marking of events and long-range events planning
 - Focused communications in alignment with the communications and messaging strategy
- Creation of the Engineering and Capital Projects Management Department.
- Outcomes of a Compensation study recommended the following changes:
 - FY 2021
 - adopt the new pay grade placements for all employees found in the attachments.
 - provide a mid-year adjustment of 2% to the pay scale and salaries, estimated cost is \$76,000.
 - move employees to their current step within the pay grade proposed for their job (for those whose pay grade is recommended for market movement), estimated cost is \$200,000.
 - increase City Holidays from 12 to 30.
 - FY 2022
 - Plan to budget for step increases.
 - Increase longevity pay for \$3.00/month to \$5.00/month.
 - Firefighters certification pay.
 - Increase certification pay for Police Officers.
 - Shift differential pay for Police Officers.
 - Retention bonus for Police Officers to be paid out sooner, no change in the amount.
 - Contribution to dependent insurance premiums.

Creation of cross functional teams to increase customer service, improve internal communication, improving internal communication, promoting workplace safety, and foster team building outside of singular departments. Teams include Communications & Special Events Team (CSET), Safety, Admin, Data Management, and Wellness.

Uniquely Bastrop

- Implemented the City of Bastrop Recreation Pilot Program.
- Downtown Beautification— flags, heritage benches, bike racks, and parking lot rebranding
- Launch of the StoryWalk® along the Riverwalk in Fisherman’s Park to improve literacy and provide family engagement.
- Creation of the Cultural Art Commission and established guiding priorities for the continued implementation of the City’s Cultural Arts Master Plan.
- Completion of a 5,000 square foot Wheeled Sports Plaza in Fisherman’s Park.
- Completion of the Main Street Rehabilitation Project, increasing the width of sidewalks and corrected many accessibility changes along Main Street from Farm Street to Chestnut Street, as well as from Spring Street to Water Street.

Unique Environment

- Two-day Bird Lover’s Weekend and monthly Birdwatching “Big Sits” organized by the Bird City Coalition.

FUND SUMMARIES



All Funds

This section represents all funds of the City of Bastrop. All revenue and expenditures are recognized in this section grouped by function and type.

Summary

The City of Bastrop is projecting \$52.9M of revenue in FY 2022, which represents a 15.2% increase over the prior year. Budgeted expenditures are projected to increase by 35.7% or \$25.4M to \$96.7M in FY 2022.

ALL FUND SUMMARY FY 2022

	GENERAL FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	\$ 6,194,200	\$ 189,672	\$ 2,329,717	\$ 4,442,130	\$ 5,755,994	\$ 3,081,727	\$ 47,000,060	\$ 3,090,557	\$ 5,249,159	\$ 77,333,216
REVENUES:										
AD VALOREM TAXES	4,418,537	2,432,572	-	-	-	-	-	-	-	6,851,109
SALES TAXES	6,671,097	-	-	-	-	-	-	-	3,331,500	10,002,597
FRANCHISE & OTHER TAXES	541,100	-	1,981,350	24,000	-	-	-	-	-	2,546,450
LICENSES & PERMITS	1,846,230	-	-	-	-	-	-	-	-	1,846,230
CHARGES FOR SERVICES	796,100	-	159,000	5,174,204	6,927,080	6,773,905	-	501,809	15,870	20,347,968
FINES & FORFEITURES	299,000	-	-	14,000	-	-	-	-	-	313,000
INTEREST	30,000	10,000	20,000	21,200	37,906	30,000	23,150	13,000	15,000	200,256
INTERGOVERNMENTAL	69,804	275,059	66,554	-	-	-	1,464,558	-	-	1,875,975
OTHER	40,000	-	-	144,133	6,500	-	1,365	-	1,712,044	1,904,042
TOTAL REVENUES	14,711,868	2,717,631	2,226,904	5,377,537	6,971,486	6,803,905	1,489,073	514,809	5,074,414	45,887,627
OTHER SOURCES										
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Interfund Transfers	770,000	640,512	-	-	4,087,529	-	445,500	1,045,427	-	6,988,968
TOTAL REVENUE & OTHER SOURCES	15,481,868	3,358,143	2,226,904	5,377,537	11,059,015	6,803,905	1,934,573	1,560,236	5,074,414	52,876,595
TOTAL AVAILABLE RESOURCES	\$ 21,676,068	\$ 3,547,815	\$ 4,556,621	\$ 9,819,667	\$ 16,815,009	\$ 9,885,632	\$ 48,934,633	\$ 4,650,793	\$ 10,323,573	\$ 130,209,811
EXPENDITURES:										
GENERAL GOVERNMENT	5,651,141	-	-	27,600	-	-	683,500	-	-	6,362,241
PUBLIC SAFETY	5,259,353	-	-	50,500	-	-	72,000	-	-	5,381,853
DEVELOPMENT SERVICES	1,540,066	-	-	-	-	-	-	-	-	1,540,066
COMMUNITY SERVICES	2,364,782	-	-	390,607	-	-	-	-	-	2,755,389
UTILITIES	-	-	-	99,950	4,178,469	6,101,327	-	-	-	10,379,746
DEBT SERVICE	3,494,221	3,494,221	-	-	3,992,281	171,072	-	-	483,456	8,141,030
ECONOMIC DEVELOPMENT	-	-	2,235,171	-	-	-	299,450	-	3,159,722	5,694,343
CAPITAL OUTLAY	-	-	-	570,000	302,500	383,250	45,275,830	1,231,430	1,653,200	49,416,210
TOTAL EXPENDITURES	14,815,362	3,494,221	2,235,171	1,138,657	8,473,250	6,655,649	46,330,780	1,231,430	5,286,378	89,670,898
OTHER USES										
Interfund Transfers	1,296,527	-	545,702	979,017	3,314,280	839,400	14,043	-	-	6,988,968
TOTAL EXPENDITURE & OTHER USES	16,111,889	3,494,221	2,780,873	2,117,674	11,787,530	7,495,049	46,344,823	1,231,430	5,286,378	96,659,866
ENDING FUND BALANCES	\$ 5,564,179	\$ 53,594	\$ 1,775,748	\$ 7,701,993	\$ 5,027,479	\$ 2,390,583	\$ 2,598,810	\$ 3,419,363	\$ 5,027,195	\$ 33,549,945



Revenue by Fund

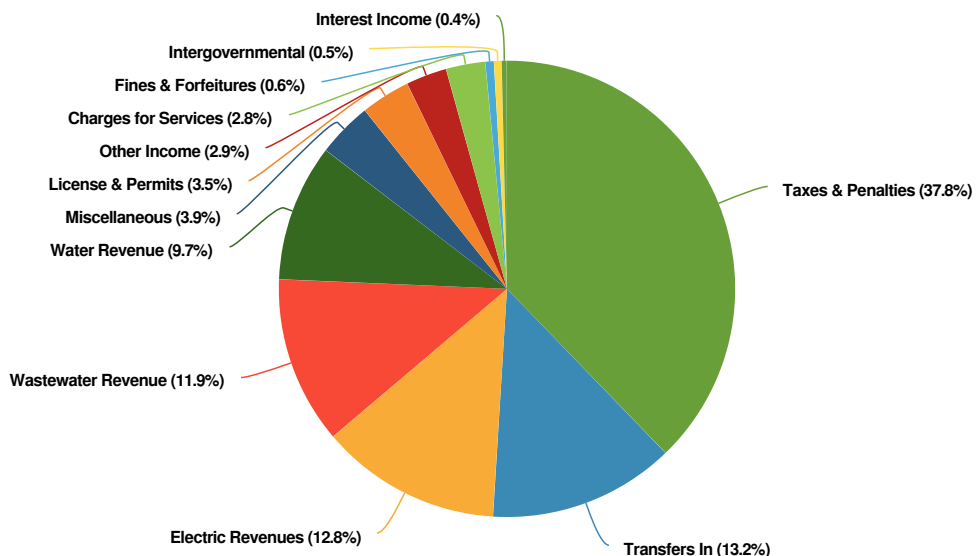
Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
All Funds					
General Fund					
General Fund	\$12,975,872	\$13,231,238	\$14,670,756	\$15,481,868	17%
General Fund - One Time	\$66,985	\$795,894	\$646,894	\$445,500	-44%
Total General Fund:	\$13,042,857	\$14,027,132	\$15,317,650	\$15,927,368	13.5%
Fairview Cemetery - Perm	\$1,774	\$23,000	\$23,000	\$23,000	0%
Total Fairview Cemetery - Perm:	\$1,774	\$23,000	\$23,000	\$23,000	0%
Vehicle/Equip Rplc Fund	\$507,689	\$537,111	\$533,111	\$1,560,236	190.5%
Total Vehicle/Equip Rplc Fund:	\$507,689	\$537,111	\$533,111	\$1,560,236	190.5%
Special Revenue Funds					
Designated Funds	\$84,830	\$63,583	\$71,574	\$66,908	5.2%
Library Board Fund	\$28,379	\$20,600	\$16,600	\$20,600	0%
Fairview Cemetery - Oper	\$113,173	\$85,750	\$79,200	\$85,200	-0.6%
Hunters Crossing Pid	\$3,010,704	\$513,031	\$510,254	\$575,879	12.3%
Total Special Revenue Funds:	\$3,237,086	\$682,964	\$677,628	\$748,587	9.6%
Hotel/Motel Tax Fund	\$2,362,198	\$2,533,212	\$1,829,554	\$2,226,904	-12.1%
Total Hotel/Motel Tax Fund:	\$2,362,198	\$2,533,212	\$1,829,554	\$2,226,904	-12.1%
Enterprise Funds					
Water/Wastewater Fund	\$6,194,686	\$6,587,165	\$6,622,025	\$6,958,580	5.6%
C.I.P.-W/WW Utility Proj	\$3,446,447	\$130,000	\$130,000	\$481,000	270%
Impact Fee Fund	\$1,264,919	\$1,571,278	\$2,922,450	\$4,505,950	186.8%
Bastrop Power & Light	\$6,450,161	\$7,154,050	\$6,622,732	\$6,803,905	-4.9%
Total Enterprise Funds:	\$17,356,213	\$15,442,493	\$16,297,207	\$18,749,435	21.4%
Capital Project Fund					
Park Dedication	-\$15,345	\$1,865	\$3,365	\$1,365	-26.8%
Street Maintenance Fund	\$253,065	\$1,024,000	\$1,028,000	\$3,000	-99.7%
Grants	\$1,244,708	\$731,851	\$0	\$100,000	-86.3%
2013 Co Bond Fund	\$24,236	\$0	\$250	\$0	0%
2018 Co Bond Fund	\$44,609	\$3,000	\$800	\$0	-100%
2019 Limited Tax Note	\$4,285	\$0	\$28	\$0	0%
2020 Co Bond Fund	\$2,869,034	\$0	\$2	\$0	0%
CIP General Gov't Projects	\$0	\$0	\$0	\$457,000	N/A
CO, Series 2021	\$0	\$0	\$0	\$20,000	N/A
Limited Tax Note, Series 2021	\$0	\$1,002,793	\$1,000,325	\$150	-100%

ALL FUNDS

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
2019 Revenue Bond	\$6,816	\$0	\$100	\$0	0%
2020 Revenue Bond	\$21,005,329	\$100,000	\$10,000	\$0	-100%
American Rescue Plan		\$0	\$1,007,558	\$1,007,558	N/A
Total Capital Project Fund:	\$25,436,737	\$2,863,509	\$3,050,428	\$1,589,073	-44.5%
Debt Service					
General Fund-Debt Service	\$4,236,187	\$2,863,181	\$2,874,684	\$3,358,143	17.3%
W/WW Debt Service Fund	\$1,818,626	\$2,956,026	\$2,961,026	\$3,619,436	22.4%
Total Debt Service:	\$6,054,813	\$5,819,207	\$5,835,710	\$6,977,579	19.9%
Bastrop E.D.C. Fund	\$2,811,247	\$3,953,570	\$3,575,894	\$5,074,414	28.4%
Total Bastrop E.D.C. Fund:	\$2,811,247	\$3,953,570	\$3,575,894	\$5,074,414	28.4%
Total All Funds:	\$70,810,614	\$45,882,198	\$47,140,182	\$52,876,596	15.2%

Revenues by Source

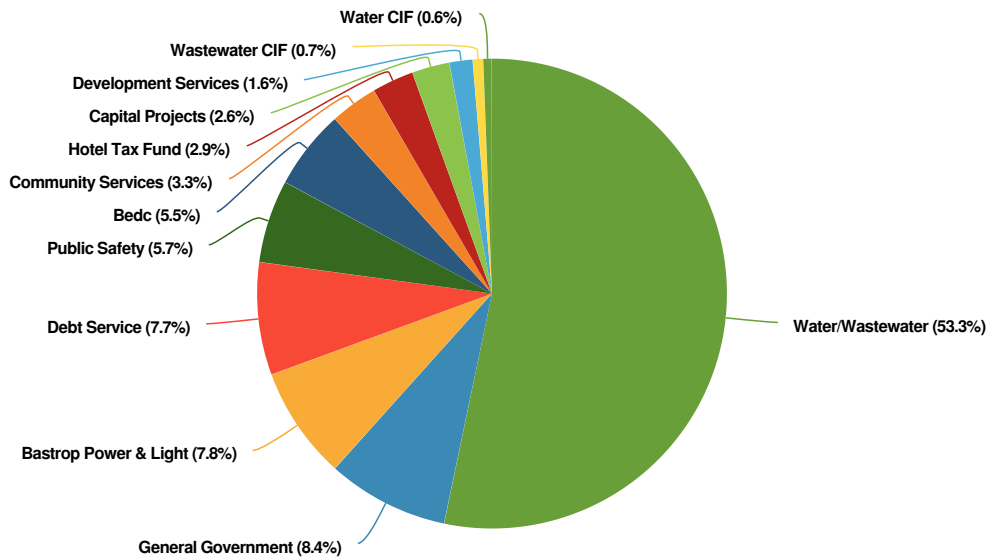
Projected 2022 Revenues by Source



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
Revenue Source					
Taxes & Penalties	\$19,264,495	\$17,537,442	\$18,002,549	\$19,974,435	13.9%
Fines & Forfeitures	\$287,664	\$348,000	\$293,280	\$313,000	-10.1%
License & Permits	\$1,218,636	\$1,193,000	\$2,077,780	\$1,846,230	54.8%
Charges for Services	\$1,082,387	\$1,316,061	\$1,248,167	\$1,475,919	12.1%
Intergovernmental	\$1,739,399	\$1,227,714	\$327,538	\$286,358	-76.7%
Interest Income	\$535,685	\$315,743	\$233,005	\$200,256	-36.6%
Electric Revenues	\$6,388,300	\$7,124,050	\$6,550,567	\$6,773,905	-4.9%
Wastewater Revenue	\$3,841,042	\$4,269,188	\$5,104,861	\$6,275,256	47%
Water Revenue	\$3,553,994	\$3,850,755	\$4,401,850	\$5,145,774	33.6%
Miscellaneous	\$486,294	\$1,634,685	\$1,808,761	\$2,062,559	26.2%
Other Revenue	\$4,315,472	\$1,000,000	\$1,000,000	\$0	-100%
Other Sources	\$44,205	\$20,235	\$146,499	\$0	-100%
Other Income	\$0	\$100,000	\$0	\$1,533,935	1,433.9%
Transfers In	\$28,053,041	\$5,945,325	\$5,945,325	\$6,988,969	17.6%
Total Revenue Source:	\$70,810,614	\$45,882,198	\$47,140,182	\$52,876,596	15.2%

Expenditures by Function

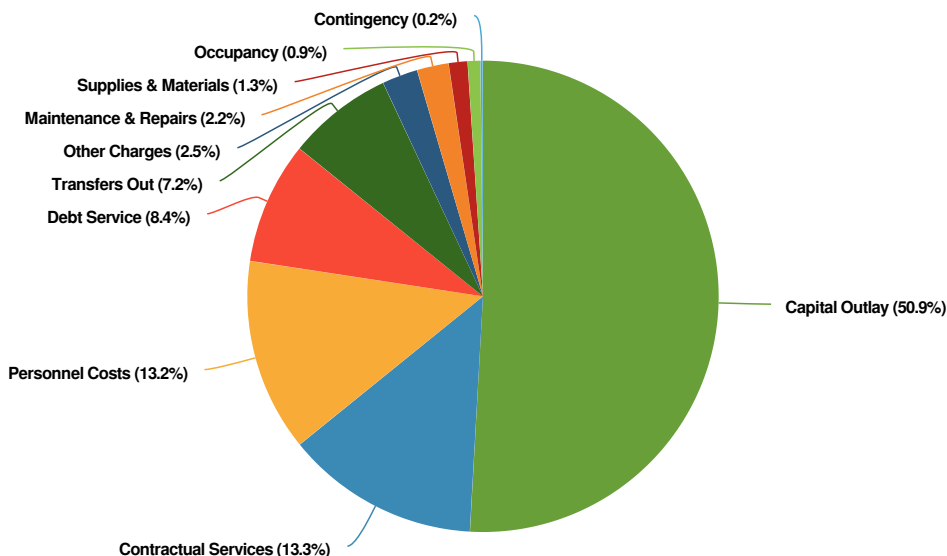
Budgeted Expenditures by Function



Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expenditures				
Debt Service	\$5,171,510	\$5,070,214	\$7,486,502	44.8%
Capital Projects	\$4,642,069	\$2,599,076	\$2,511,923	-45.9%
General Government	\$7,954,165	\$6,681,590	\$8,087,869	1.7%
Public Safety	\$5,235,133	\$4,813,151	\$5,517,753	5.4%
Community Services	\$2,415,139	\$2,167,277	\$3,174,106	31.4%
Development Services	\$1,187,128	\$1,162,086	\$1,540,086	29.7%
Hotel Tax Fund	\$2,795,011	\$2,396,206	\$2,780,873	-0.5%
Bastrop Power & Light	\$8,355,845	\$7,456,651	\$7,495,049	-10.3%
Water/Wastewater	\$27,213,872	\$17,795,948	\$51,506,579	89.3%
Water CIF	\$475,250	\$986,450	\$577,750	21.6%
Wastewater CIF	\$635,000	\$633,820	\$685,000	7.9%
Bedc	\$5,131,091	\$3,194,498	\$5,296,378	3.2%
Total Expenditures:	\$71,211,213	\$54,956,966	\$96,659,867	35.7%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$11,477,762	\$10,749,420	\$12,776,350	11.3%
Supplies & Materials	\$1,105,604	\$999,629	\$1,254,006	13.4%
Maintenance & Repairs	\$1,829,277	\$1,704,823	\$2,096,043	14.6%
Occupancy	\$894,506	\$793,082	\$846,035	-5.4%
Contractual Services	\$11,340,287	\$10,506,902	\$12,855,957	13.4%
Other Charges	\$2,192,065	\$1,901,024	\$2,378,424	8.5%
Contingency	\$1,083,395	\$598,126	\$158,500	-85.4%
Capital Outlay	\$29,120,135	\$16,103,928	\$49,190,460	68.9%
Debt Service	\$6,222,827	\$5,656,401	\$8,115,123	30.4%
Transfers Out	\$5,945,355	\$5,943,631	\$6,988,969	17.6%
Total Expense Objects:	\$71,211,213	\$54,956,966	\$96,659,867	35.7%



BASTROPTX

Heart of the Lost Pines

Est. 1832

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General Fund

Fund Description

The General Fund is the City's primary operating fund. It is utilized to account for all financial resources, except those required to be accounted for in other funds. Primary sources of revenue for this fund include taxes, permits, fines, and fees.

Departments appropriated in the General Fund include City Council, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Community Engagement, Police, Fire, Municipal Court, Planning, Engineering, Public Works, and Library.

Summary

The General Fund Summary section includes revenue summary information, expenditure summary information, and departmental detail information for the FY 2022 proposed budget, while providing a comparison to FY 2021 year-end budget projections. Additional details are reported within the departmental pages.

The City of Bastrop is projecting \$15,481,868 of revenue in FY 2022, which represents a 5.5% increase over the FY 2021 projected amount of \$14,670,756 and 17% over FY 2021 budgeted amount. Budgeted expenditures are projected to increase by 17% to \$16,111,890 in FY 2022.

Sales Tax

The largest General Fund revenue source is Sales Tax, which totals 43% of General Fund Revenue. Sales Tax revenue has experienced steady growth over the last 10 years. This growth continued even through the COVID-19 pandemic. The FY 2021 budget was conservative due to uncertainty, but the projections show to be exceeding the FY 2021 budget by \$510,530 or 9%. The FY 2022 budget is being set at 10% over the FY 2021 projections. Based on the trends this is a comfortable projection.

Sales Tax in the City of Bastrop is collected at a rate of 8.25% of the goods and services sold within the City's boundaries. The tax is collected by businesses making the sale and is remitted to the State's Comptroller of Public Accounts on a monthly, and in some cases, quarterly basis. The State retains 6.25%, the County retains .5%, Bastrop Economic Development Corporation retains .5%, and the remaining 1% is distributed to the City of Bastrop within 40 days following the period for which the tax is collected by the businesses. Therefore, the Sales Tax reported on the City's monthly financial statement is typically two (2) months in arrears. However, at the end of the year, collections are aligned by fiscal year.

Ad Valorem Taxes

Ad Valorem Taxes is the second largest General Fund revenue source, which is split between the General Fund (Maintenance & Operations tax rate), and Debt Service (Interest & Sinking tax rate). Ad Valorem M&O Taxes total 29% of General Fund Revenue. Property values for the City of Bastrop are certified by the Bastrop County Appraisal District. **Properties for FY 2022 show a net taxable value of \$764,902, which is a 13% increase over FY 2021 taxable value used to project the budget.** This increase included \$51.5M from new properties added to the tax roll. Property values will generate \$4,422,037 in budgeted revenue, which is \$299,322 more than FY 2021 year-end budget projections and \$383,454 over FY 2021 budget.

Ad Valorem Tax Forecast

The City anticipates the Ad Valorem tax roll to grow over the next few years based on the current development activity. Pecan Park and Piney Creek subdivisions have new sections under construction ongoing, which provides additional opportunities for new home construction. The Bastrop Grove subdivision is currently under construction and should be included on future tax rolls.

Appraisal Process

Ad Valorem (Property) Taxes attach as an enforceable lien on property as of January 1st of each year. The City's property tax is levied each October 1st on the assessed value listed as of the prior January 1st for all real and business personal property located in the City. Assessed values are established by the Bastrop County Central Appraisal District at 100% of the estimated market value and certified by the Appraisal Review Board. The assessed taxable value of the tax roll on January 1, 2021, upon which the tax levy is based, is \$1,094,737,605. The City is permitted by Article XI, Section 5 of the State of Texas Constitution to levy taxes up to \$2.50 per \$100 of assessed valuation for general government services, including the payment of principal and interest on general obligation long-term debt.

Taxes are due by January 31st, following the October 1st levy date and are considered delinquent after January 31st of each year. Based upon historical collection trends, current tax collections are estimated to be 99% of the levy and will generate \$6,850,608 in revenue, which includes \$576,897 of frozen tax levy, delinquent tax collections, and penalty and interest.

In Texas, county-wide central appraisal districts are required to assess all property within the appraisal district based on 100% of its appraised value and are prohibited from applying any assessment ratios. The value of property within the appraisal district must be reviewed every five years; however, the City may, at its own expense, require annual reviews of appraised values.

Property Tax Calculation	
	FY 2022
	TAX YEAR 2021
TAX ROLL:	
Net Taxable Value (100%)	\$1,094,737,605
Rate per \$100	0.5794
Tax Levy Freeze Adjusted	6,342,910
Tax Levy - Frozen (Disabled / over 65)*	576,897
Total Tax Levy	6,919,807
Percent of Collection	99.0%
SUMMARY OF TAX COLLECTIONS:	
Current Tax	6,279,481
Revenue From Tax Freeze Property	571,128
Delinquent Tax	55,500
Penalty and Interest	42,000
TOTAL TAX COLLECTIONS	\$6,948,109

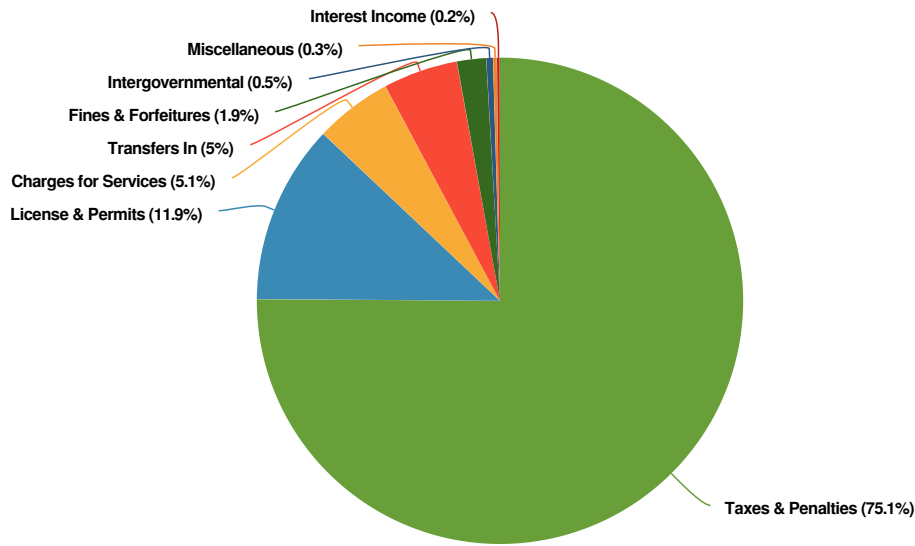
Property Tax Distribution			
	TAX RATE	PERCENT OF TOTAL	TAX REVENUE
GENERAL FUND:			
Current Tax	\$0.3740		4,053,376
Revenue From Tax Freeze Property			368,660
Delinquent Tax			33,500
Penalty and Interest			30,000
Total General Fund	\$0.3740	64.55%	\$4,485,536
DEBT SERVICE FUND:			
Current Tax	\$0.2054		2,226,105
Revenue From Tax Freeze Property			202,467
Delinquent Tax			22,000
Penalty and Interest			12,000
Total Debt Service	\$0.2054	35.45%	\$2,462,572
DISTRIBUTION	\$0.5794	100.00%	\$6,948,108

Charges for Services

The Solid Waste contract revenue (Sanitation Revenue) makes up 88% of this category. This is the residential billing for garbage and recycling services that is initiated through the Finance Department. This revenue is increasing by 14.7% from FY 2021 to FY 2022. There is a rate increase included in the FY 2022 budget of 5%. This is the maximum increase allowed by the service contract. The rest of the increase is based on an increased number of homes being served. We anticipate another 230 homes in the budget.

The second largest revenue in this category is the new Recreation Center Fee. This revenue is based on an average of 167 members. The average takes into account the seasonal increases that are experienced in this program. There is not a rate change proposed, but it will be evaluated as the programming evolves.

Projected 2022 Revenues by Source



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
Revenue Source					
Taxes & Penalties					
CURRENT TAXES M AND O	\$3,818,179	\$4,038,583	\$4,122,715	\$4,422,037	9.5%
DELINQUENT TAXES M AND O	\$31,739	\$33,500	\$33,500	\$33,500	0%
PENALTIES AND INTEREST M AND O	\$35,449	\$30,000	\$30,000	\$30,000	0%
FRANCHISE TAX	\$459,743	\$438,500	\$460,000	\$464,600	6%
CITY SALES TAX	\$5,471,298	\$5,554,104	\$6,064,634	\$6,671,097	20.1%
OCCUPATION TAX	\$6,791	\$2,500	\$2,500	\$8,000	220%
MIXED BEVERAGE TAX	\$57,526	\$45,000	\$66,500	\$68,500	52.2%
380 AGREEMENT PROP REFUND	-\$62,054	-\$63,000	-\$68,224	-\$67,000	6.3%
Total Taxes & Penalties:	\$9,818,671	\$10,079,187	\$10,711,625	\$11,630,734	15.4%
Fines & Forfeitures					
MUNICIPAL COURT FINES	\$254,744	\$310,000	\$263,500	\$275,000	-11.3%
LIBRARY RECEIPTS	\$9,185	\$16,000	\$8,000	\$16,000	0%
JUVENILE CASE MANAGER-M/C	\$8,001	\$9,000	\$8,000	\$8,000	-11.1%
TEEN COURT (MC)	\$16	\$200	\$0	\$0	-100%
Total Fines & Forfeitures:	\$271,946	\$335,200	\$279,500	\$299,000	-10.8%
License & Permits					
INSPECTION FEES	\$67,146	\$525,000	\$390,000	\$275,000	-47.6%
FIRE INSPECTION FEES	\$6,854	\$12,000	\$8,000	\$8,000	-33.3%

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
DEVELOPMENT AGREEMENTS	\$3,400	\$4,000	\$32,050	\$25,000	525%
PUBLIC IMPROVEMENT FEES	\$32,195	\$175,000	\$430,000	\$430,000	145.7%
SITE DEVELOPMENT PLANNING	\$6,824	\$15,000	\$25,000	\$15,000	0%
FIRE REVIEW FEE	\$2,246	\$25,000	\$19,500	\$10,000	-60%
BUILDING PERMITS-RESID	\$165,809	\$300,000	\$871,230	\$871,230	190.4%
BUILDING PERMITS	\$804,467	\$55,000	\$100,000	\$100,000	81.8%
ZONING FEES	\$26,648	\$15,000	\$75,000	\$15,000	0%
PLATTING FEES	\$102,427	\$65,000	\$125,000	\$95,000	46.2%
SPECIAL EVENT PERMIT FEE	\$0	\$2,000	\$2,000	\$2,000	0%
Total License & Permits:	\$1,218,016	\$1,193,000	\$2,077,780	\$1,846,230	54.8%
Charges for Services					
ANIMAL SERVICE RECEIPTS	\$180	\$200	\$130	\$130	-35%
REC CENTER FEES	\$0	\$8,400	\$14,500	\$40,000	376.2%
PARK RENTALS AND FEES	\$0	\$2,000	\$1,500	\$2,000	0%
PD ACCIDENT REPORTS	\$1,305	\$1,550	\$1,550	\$1,550	0%
SPECIAL EVENTS HOT REIMB	\$5,789	\$15,000	\$0	\$10,000	-33.3%
PROJ ESCROW REIMB	\$7,762	\$0	\$18,000		N/A
LIBRARY FEES	\$12,597	\$31,600	\$31,600	\$31,600	0%
SANITATION REVENUE	\$577,927	\$613,000	\$610,500	\$703,020	14.7%
SANITATION PENALTIES	\$5,974	\$7,800	\$7,500	\$7,800	0%
Total Charges for Services:	\$611,534	\$679,550	\$685,280	\$796,100	17.2%
Intergovernmental					
BASTROP CO/EMERG MGMT ASSIST	\$314,711	\$213,747	\$189,262	\$0	-100%
DEPT OF JUSTICE GRANT REIMB	\$8,439	\$0	\$0	\$0	0%
EMERGENCY MANAGEMENT	\$2,182	\$32,000	\$30,000	\$32,000	0%
LIBRARY ERATE FUNDING	\$4,984	\$9,926	\$9,926	\$9,926	0%
PROPERTY LIEN PAYMENTS	\$20,462	\$0	\$0	\$0	0%
ADMIN SERVICES DMO	\$2,376	\$2,378	\$2,378	\$2,378	0%
BEDC ADMIN SUPPORT REIMB	\$26,079	\$25,500	\$25,500	\$25,500	0%
Total Intergovernmental:	\$379,233	\$283,551	\$257,066	\$69,804	-75.4%
Interest Income					
INTEREST RECEIPTS	\$69,553	\$30,000	\$30,000	\$30,000	0%
Total Interest Income:	\$69,553	\$30,000	\$30,000	\$30,000	0%
Miscellaneous					
WORKERS COMP. REIMBURSE	\$0	\$0	\$852	\$0	0%
GENERAL DONATIONS	\$5	\$0	\$0	\$0	0%
MISCELLANEOUS	\$23,761	\$40,000	\$35,000	\$40,000	0%

GENERAL FUND

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
INSURANCE PROCEEDS	\$6,559	\$0	\$2,103	\$0	0%
FIRE DEPT CALLS - REIMB	\$8,838	\$0	\$800	\$0	0%
Total Miscellaneous:	\$39,163	\$40,000	\$38,755	\$40,000	0%
Transfers In					
TRANSFER IN -LIBRARY BOARD 505	\$0	\$3,000	\$3,000	\$3,000	0%
TRANSFERS IN - ELECTRIC FUND	\$567,756	\$587,750	\$587,750	\$767,000	30.5%
Total Transfers In:	\$567,756	\$590,750	\$590,750	\$770,000	30.3%
Total Revenue Source:	\$12,975,872	\$13,231,238	\$14,670,756	\$15,481,868	17%

Expenditures by Function

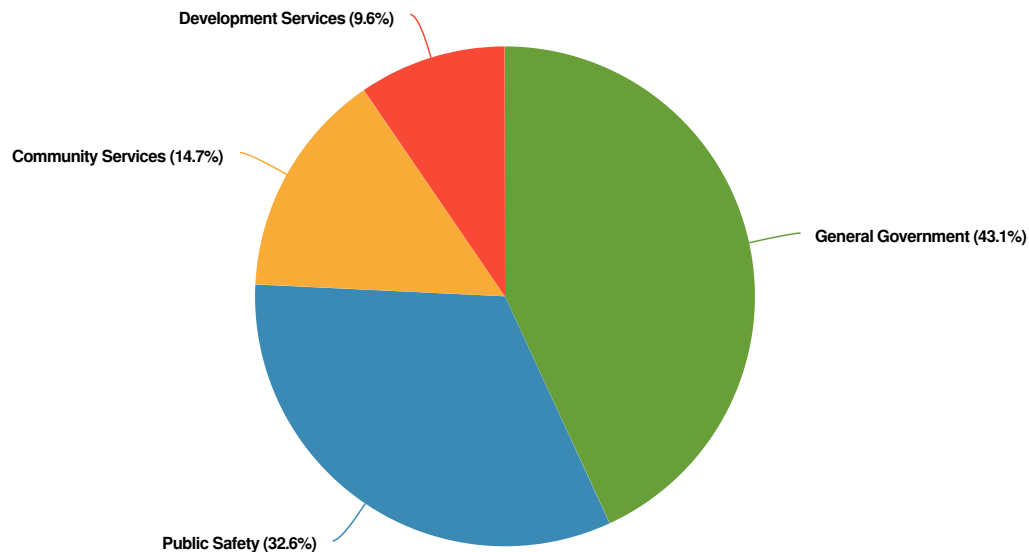
The **General Government** category is made up of the following departments: City Council, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, and Public Works.

The **Public Safety** category is made up of Police, Fire, and Municipal Court.

The **Development Services** category includes Planning, Building Inspection, and Engineering.

Community Services is made up of the following departments: Community Engagement/Communications, Parks, and Library.

Budgeted Expenditures by Function



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
Expenditures					
General Government					
City Council	\$34,374	\$39,983	\$22,109	\$46,300	15.8%
Organizational	\$665,976	\$1,084,084	\$1,015,482	\$1,730,628	59.6%
City Manager	\$575,330	\$488,293	\$470,562	\$594,533	21.8%
City Secretary	\$134,878	\$302,105	\$302,077	\$254,752	-15.7%
Finance	\$1,310,367	\$1,418,764	\$1,371,849	\$1,543,784	8.8%
Human Resources	\$214,121	\$245,283	\$234,160	\$255,282	4.1%
Information Technology	\$419,918	\$492,099	\$490,763	\$506,146	2.9%
Public Works	\$1,323,604	\$1,889,771	\$1,782,243	\$2,016,243	6.7%
Total General Government:	\$4,678,568	\$5,960,381	\$5,689,245	\$6,947,669	16.6%
Public Safety					
Fire	\$813,996	\$1,016,876	\$992,775	\$1,209,008	18.9%

GENERAL FUND

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
Police	\$3,167,529	\$3,305,872	\$3,100,957	\$3,688,528	11.6%
Municipal Court	\$312,193	\$345,701	\$314,780	\$361,817	4.7%
Police	\$93,854	\$100,684	\$93,939	\$0	-100%
Total Public Safety:	\$4,387,572	\$4,769,133	\$4,502,451	\$5,259,353	10.3%
Community Services					
Parks	\$800,505	\$738,840	\$641,325	\$767,849	3.9%
Total Parks:	\$800,505	\$738,840	\$641,325	\$767,849	3.9%
Library	\$700,734	\$698,392	\$574,293	\$677,500	-3%
Total Library:	\$700,734	\$698,392	\$574,293	\$677,500	-3%
Community Engagement					
Recreation	\$0	\$0	\$0	\$249,000	N/A
Communication	\$0	\$202,253	\$196,973	\$325,391	60.9%
Administration	\$0	\$192,550	\$180,641	\$345,042	79.2%
Total Community Engagement:	\$0	\$394,803	\$377,614	\$919,433	132.9%
Total Community Services:	\$1,501,239	\$1,832,035	\$1,593,232	\$2,364,782	29.1%
Development Services					
Building Inspection	\$194,290	\$559,344	\$563,792	\$631,999	13%
Planning	\$495,318	\$552,583	\$461,611	\$551,665	-0.2%
Engineering	\$63,942	\$75,200	\$136,683	\$356,422	374%
Total Development Services:	\$753,550	\$1,187,128	\$1,162,086	\$1,540,086	29.7%
Total Expenditures:	\$11,320,929	\$13,748,677	\$12,947,013	\$16,111,890	17.2%

Expenditures by Expense Type

Personnel Costs

The Human Resources Department calculates personnel costs, including any increases in compensation rates. Since the City is a service organization, personnel costs are the single largest expenditure category for the General Fund representing 61.7% and includes the costs related to salaries, insurance, and retirement benefits. In FY 2021, the city engaged a firm to perform a compensation study. The recommendations of the study are included in this budget. Those recommendations included reclassification of certain positions, step increases annually, longevity increased from \$3 to \$5 a month, and changes to the certification pay for Police and Fire. The FY 2022 Budget includes a 2.5% increase in wages at the employee's anniversary, after a successful review. The Personnel Changes section of this budget document expounds on the staff changes and new positions within the General Fund. There is a total increase of 10.9 FTE's. There is a 7.8% increase for health insurance after negotiations with the city's current provider and an analysis of the market. The city's contribution to the retirement program stayed the same. This category increased year-over-year by 15.2%.

Supplies and Materials

These object classifications are expendable materials and operating supplies necessary to conduct departmental activities. The increase is attributed to additional safety equipment and clothing for fire and public works. This category increased year over year by 6% and represents 4.8% of the budget.

Maintenance and Repairs

These object classifications are for expendable upkeep of physical properties which are used in carrying out operations and include building maintenance, vehicle repair, and computer and equipment repair. It also includes the maintenance paid for software utilized in the course of business. The increase in FY 2022 budget is due to increased software maintenance agreements and needed equipment upkeep. This included the addition of ClearGov software that will consolidate and bring efficiency to the budgeting and reporting processing. There is also an agenda preparation software included as an addition to the base. This category increased year-over-year by 10.9% and represents 4.8% of the budget.

Occupancy

These object classifications are for the utilities and related expenses required to maintain a building such as electricity, water, telephone, gas, property insurance, and communications. This category increased year-over-year by 6% and represents 2.3% of the budget.

Contractual Services

These object classifications include services rendered to city activities by private firms or other outside agencies. Some of the largest contracts in this budget are for solid waste, police and fire dispatch, city engineering, building inspections, vehicle and equipment replacement lease payments, legal services, and the annual financial audit. The FY 2022 budget increase in this category included the increase in dispatch services, additional lease payments to the Vehicle & Equipment Replacement Fund, and additional legal services for pending litigation. This category increased year-over-year by 13.7%.

Other Charges

These object classifications are expenditures that do not apply to other expenditure classifications and includes travel and training, membership dues, equipment rental, prisoner housing, 380 agreement reimbursements, administrative support allocation, election services, and historical structure refund. This list is not exclusive. This category increased 7.2%.

Administrative Support Allocation

This allocation represents a percentage allocation for administrative services from the Water/Wastewater (W/WW), BP&L and Hotel Occupancy Tax Funds. The departments providing support include City Council, Organizational, City Secretary, City Manager, Finance, Utility Customer Service, Human Resources, Information Technology, Communications, Community Engagement, and Public Works. This percentage is based on various factors

GENERAL FUND

including number of employees, amount of debt, etc. This allocation increased in the FY 2022 Proposed Budget for several factors. All the staff previously allocated to Hotel Occupancy Tax Fund were moved 100% to General Fund, so the allocation from the Hotel Occupancy Tax Fund was increased to cover this change. The overall allocation may increase due to rising total expenditures in the departments providing services. This category increased year-over-year by 7.4% which is a reduction of expense in the General Fund.

Contingency

The Contingency category is funding for any unforeseen expenditures that may occur during the fiscal year. The Financial Management Policy states a minimum of \$35,000 must be appropriated in the budget. Expenses are not charged to this account directly; the budget is moved to the appropriate account for the expenditure.

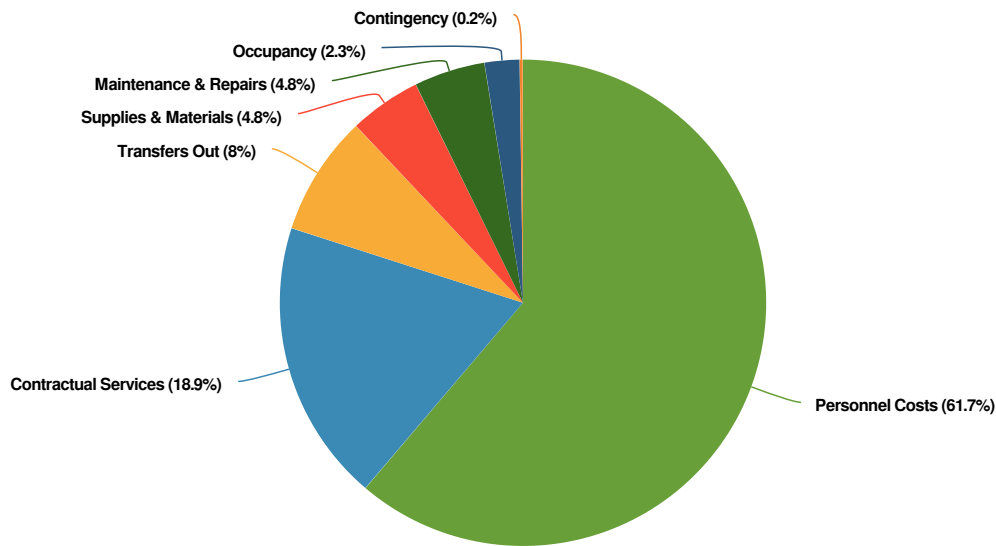
Capital Outlay

Capital Outlay expenditures have a useful life longer than a year and have a value of over \$5,000. This budget does not include any items in this category within the General Fund.

Transfers Out

Transfers Out reflect a transfer from the General Fund to another fund within the City's operating and capital budgets. In FY 2022, there are transfers to the Vehicle/Equipment Replacement Fund, General Fund CIP, and General Fund One-Time Project Fund (previously Innovation Fund).

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
Expense Objects					
Personnel Costs	\$7,487,202	\$8,629,938	\$8,067,336	\$9,938,363	15.2%
Supplies & Materials	\$547,628	\$731,172	\$681,601	\$775,226	6%
Maintenance & Repairs	\$620,668	\$692,516	\$636,916	\$767,808	10.9%
Occupancy	\$342,714	\$354,288	\$353,000	\$375,655	6%
Contractual Services	\$2,177,745	\$2,766,131	\$2,721,603	\$3,044,376	10.1%

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Proposed Budget (% Change)
Other Charges	-\$123,996	-\$118,262	-\$189,612	-\$121,065	2.4%
Contingency	\$0	\$35,000	\$0	\$35,000	0%
Capital Outlay	\$29,976	\$12,000	\$30,275	\$0	-100%
Transfers Out	\$238,992	\$645,894	\$645,894	\$1,296,527	100.7%
Total Expense Objects:	\$11,320,929	\$13,748,677	\$12,947,013	\$16,111,890	172%

Fund Balance

The Financial Management Policy states that the General Fund must maintain, at a minimum, 25% of Operating Expenditures in Fund Balance Reserve. Based on the ending Fund Balances represented below, the General Fund will have 39% reserve at the end of FY 2022.

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Unassigned	\$4,470,457	\$6,194,200	\$5,564,179	-10.2%
Total Fund Balance:	\$4,470,457	\$6,194,200	\$5,564,179	-10.2%



General Fund One-time Expenses

Fund Description

The General Fund (One-time expenses) is funded from excess fund balance from the General Fund and BEDC for special projects, representing one-time sources of revenue used to increase the efficiency and effectiveness of operations.

Revenue by Source

The Bastrop Economic Development Corporation's is providing \$150,000 towards the Downtown River Loop Sidewalk project. The City of Bastrop received several grants that are funding the majority of this project and BEDC (Type B Fund) is covering the project balance over the grant funds.

The General Fund is transferring in excess Fund Balance over the 25% policy reserve amount to fund several one-time projects listed below in the expenditure section.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
General Fund - One Time					
EDC SPECIAL PROJ FUNDING	\$37,802	\$150,000	\$0	\$150,000	0%
INTEREST INCOME	\$9,277	\$0	\$1,000	\$0	0%
MISCELLANEOUS RECEIPTS	\$19,906	\$0	\$0	\$0	0%
TRANS IN - GENERAL FUND	\$0	\$645,894	\$645,894	\$295,500	-54.2%
Total General Fund - One Time:	\$66,985	\$795,894	\$646,894	\$445,500	-44%

Expenditures by Expense Type

The one-time requests are listed below by department. These are all General Fund expenses.

Description	Department	Amount
Body Worn Cameras replacements	Police	\$72,000
Financial Software upgrade	Finance	\$67,500
Splash Pad re-surfacing replacement	Public Works	\$56,000
Pavement Conditioning Index Update (PCI)	Public Works	\$55,000
Annexation Plan	Planning	<u>\$45,000</u>
	TOTAL	\$295,500

There is also \$150,000 proposed for finishing the Downtown River Loop project funded by the Type B fund.

This fund is not budgeted to carry any fund balance at year-end.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Supplies & Materials	\$109,870	\$0	\$0	\$72,000	N/A
Maintenance & Repairs	\$0	\$0	\$0	\$123,500	N/A
Contractual Services	\$37,949	\$0	\$0	\$100,000	N/A
Capital Outlay	\$379,512	\$505,063	\$505,063	\$150,000	-70.3%
Debt Service	\$0	\$453,067	\$28,823	\$0	-100%
Total Expense Objects:	\$527,331	\$958,130	\$533,886	\$445,500	-53.5%

Why?

To Provide safe, reliable electric service to the citizens of Bastrop, Texas in a cost-effective, efficient manner through careful maintenance, and thoughtful capital improvements to the system.



Bastrop Power & Light

Fund Description

Bastrop Power & Light (BP&L) Fund is utilized to account for the financial activities related to the provision of electricity services to residents in the BP&L service territory. BP&L is responsible for the City's 7200-volt electric distribution system. There are 41.4 miles of overhead electrical lines and 4.8 miles of underground electrical lines, which provide services to approximately 2,802 customers. Lower Colorado River Authority (LCRA) generates the electricity purchased by BP&L, acts as the liaison to the Electric Reliability Council of Texas (ERCOT) on behalf of BP&L and provides engineering studies and infrared and visual inspections that helps pinpoint required system maintenance. LCRA also provides mutual assistance during disasters providing manpower and equipment, when needed.

Summary

The City of Bastrop is projecting \$6.8M of revenue in FY2022, which represents a 4.9% decrease over the prior year. Budgeted expenditures are projected to decrease by 10.3% or \$862.99K to \$7.49M in FY2022.

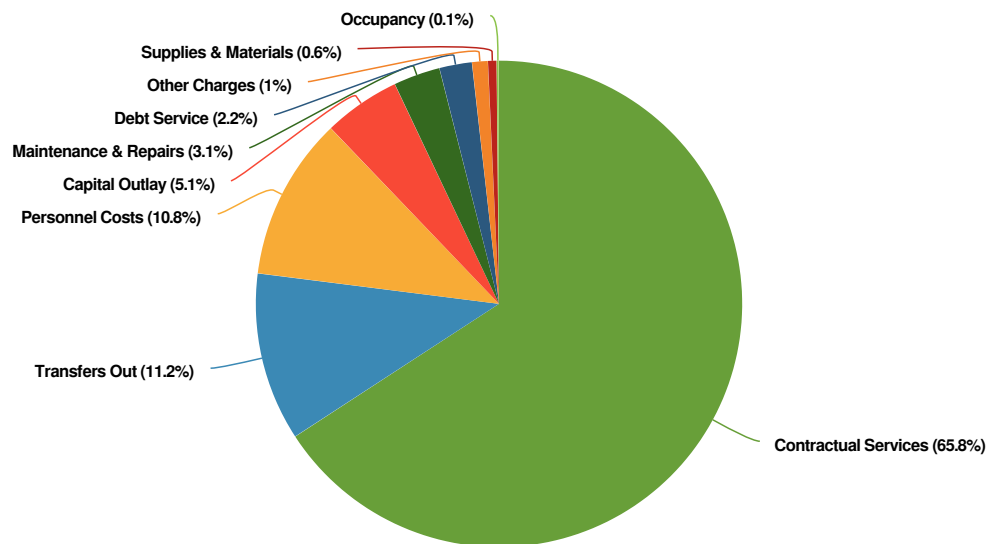
Revenue Summary

The total budgeted revenue for FY 2022 is a decrease of 4.9% from FY 2021 budgeted but an increase of 2.7% from the FY 2021 estimated. The revenue projections are conservative and reflect a slight increase in the LCRA pass through rate. The development in the BP&L service area is limited, so there is no growth built into the projections.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Bastrop Power & Light					
INTEREST RECEIPTS	\$66,800	\$30,000	\$58,800	\$30,000	0%
ELECTRIC SALES-RESIDENTIAL	\$2,525,881	\$2,862,283	\$2,660,500	\$2,740,315	-4.3%
ELECTRIC SALES-COMMERCIAL	\$3,417,291	\$3,781,452	\$3,450,000	\$3,553,500	-6%
ELECTRIC SALES-PUBLIC AUTHO	\$247,684	\$268,315	\$250,757	\$258,280	-3.7%
PENALTIES	\$51,816	\$68,000	\$62,500	\$68,000	0%
ELECTRIC SERVICE FEES	\$26,195	\$30,000	\$32,000	\$32,000	6.7%
EXTENSION FEES	\$89,047	\$100,000	\$75,000	\$100,000	0%
OTHER	\$5,001	\$6,000	\$4,000	\$6,000	0%
POLE ATTACHMENT FEE	\$7,885	\$8,000	\$15,810	\$15,810	97.6%
SPECIAL PROJECTS REIMBURSEMENT	\$7,500	\$0	\$0	\$0	0%
INSURANCE PROCEEDS	\$5,061	\$0	\$13,365	\$0	0%
Total Bastrop Power & Light:	\$6,450,161	\$7,154,050	\$6,622,732	\$6,803,905	-4.9%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Significant Base Budget changes for FY 2022

- The FY 2022 proposed budget includes a 2.5% Step increase to be implemented following an employee's annual review. The longevity benefit has been increased from \$3 to \$5 per month, and paid out annually. The group insurance expense has experienced a 7.8% increase from FY 2021.
- The IT department maintains a computer replacement schedule and the BP&L fund is due for several computers in the FY 2022. Based on economic factors reported by the State Comptroller, fuel rates will see an 8% increase from 2021 to 2022. This budget has built in that 8% increase.
- There was a one-time upgrade included in the FY 2021 budget for equipment maintenance which is why this category in decreased by 7.3% going into FY 2022.
- The other charges is reduced with the transfer of Community Support and Community Event funding now budgeted out of the General Fund.

System Study Improvements

In FY 2020, BP&L performed the engineering and ordered materials for the last two projects included in the 2014-2019 System Study Report. The first project was rebuilding the northern portion of the tap line (approximately 2,200 feet) near the intersection of Loop 150 & Perkins Street, ending near Hospital Drive, utilizing 1/0 ASCR (aluminum conductor, steel reinforced) and steel poles. The second project was rebuilding the southern portion of the tap line near the intersection of Loop 150 & Perkins Street, along Eskew and across to Perkins Street (approximately 1,700 feet), utilizing 1/0 ASCR (aluminum conductor, steel reinforced) and steel poles.

The cost of labor was estimated to be \$150,000 and was included in the FY 2021 budget. Due to the contractors schedule, these projects are not slated to start before March 2022 and now have a quote of \$203,212. These project's funding will be a carryover into the FY 2022 budget.

The next Electric System Study should be completed in FY 2021 to identify capital improvements in future years.

Line Extensions

Line Extension revenue and expense can vary from year to year depending on development within the BP&L service area. The FY2020 budget included a significant increase due to the Piney Creek Subdivision development. There are not any significant projects slated for FY 2022, so these accounts have been adjusted back down to the historical average.

Special Projects

FY 2020 included \$250,000 for upgrading and adding additional street lighting to promote pedestrian safety, traffic safety, enhanced walkability, and an opportunity to address citizen concerns regarding the need for more lighting in residential neighborhoods. During FY 2020, materials were ordered to start the replacement of the lights city wide in the amount of \$42,000. This will be a 3-5 year project of upgrading and enhancing the entire street lighting system. The FY 2022 budget includes a carryover amount to continue this project.

Transfers Out

Up to FY 2022, Community Support to local organizations has been funded directly out of the BP&L fund. This funding is now being budgeted out of the General Fund with a transfer from BP&L. The recommendation is not-to-exceed 11% of total current revenues transferred to the General Fund. This transfer would include the funding of the Community Events Support that was also funded directly out of BP&L Fund in FY 2021. The BP&L fund has consistently transferred a flat amount to represent an in lieu of taxes amount, which can also be communicated as a return on investment amount.

The transfer to VERF is to set funds aside for future vehicle and equipment replacements not yet in the VERF fund. BP&L is close to having all of its fleet and heavy equipment 100% in the VERF.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$724,371	\$748,391	\$773,945	\$812,090	8.5%
Supplies & Materials	\$28,563	\$41,500	\$35,950	\$43,900	5.8%
Maintenance & Repairs	\$212,489	\$250,228	\$230,700	\$232,000	-7.3%
Occupancy	\$9,201	\$10,780	\$9,700	\$10,780	0%
Contractual Services	\$4,212,448	\$4,900,277	\$4,588,639	\$4,932,964	0.7%
Other Charges	\$165,135	\$355,286	\$342,558	\$78,500	-77.9%
Contingency	\$0	\$928,395	\$571,126	\$0	-100%
Capital Outlay	\$278,559	\$300,000	\$87,500	\$383,250	27.8%
Debt Service	\$157,907	\$168,238	\$163,783	\$162,165	-3.6%
Transfers Out	\$865,248	\$652,750	\$652,750	\$839,400	28.6%
Total Expense Objects:	\$6,653,921	\$8,355,845	\$7,456,651	\$7,495,049	-10.3%

Fund Balance

The Financial Management Policy states that the Enterprise Funds must maintain, at a minimum, 35% of Operating Expenditures in Fund Balance Reserve. Based on the ending Fund Balances represented below, the fund balance reserve will be 33% at the end of FY 2022. The driving factor for this decrease is the impact Winterstorm Uri had on the FY 2021 ending fund balance.

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Restricted	\$3,915,646	\$3,081,727	\$2,390,583	-22.4%
Total Fund Balance:	\$3,915,646	\$3,081,727	\$2,390,583	-22.4%



Water & Wastewater Funds

Fund Description

The Water and Wastewater enterprise is complex and made up of numerous funds. The main fund is the Water and Wastewater Operating Fund. This is where the operational revenues and expenditures are tracked. There is a Capital Fund, Debt Fund (shown separately) and Impact Fee Fund.

Summary

The City of Bastrop is projecting \$11.95M of revenue in FY 2022, which represents a 44% increase over the prior year. The majority of this increase is reflected in the Impact Fee Fund. Budgeted expenditures are projected to increase by 18.9% or \$1.38M to \$8.7M in FY 2022.

Revenue by Fund

The Water/Wastewater fund and the Impact Fee Fund generate the majority of their revenue through rates approved by City Council. The Water/Wastewater Fund generates revenue from water and wastewater base and consumption fees along with service fees. There are a few wastewater wholesale customers with more anticipated in the future. West Bastrop Village has entered into a Wholesale Wastewater Agreement. This subdivision is just now starting its infrastructure and will be bringing homes online starting in FY 2022. The revenue assumptions included in this budget are 4% increase in the number of residential accounts serviced for water and wastewater along with a correlating increase in consumption and 2% increase in commercial accounts. The amount of homes served is continuing to grow within Pecan Park, Bastrop Grove, and Piney Creek. There is the future Viridian subdivision that will also be served by the city's water and wastewater department.

RATES

This budget was based on several rate increases. The only **water rate** increases are on the base fee for 1.5" meters and above. This change was part of a phase-in plan that was recommended by the city's rate consultant to meet American Water Works Association meter equivalency standards by FY 2025.

Demand Charge by Meter Size - Water

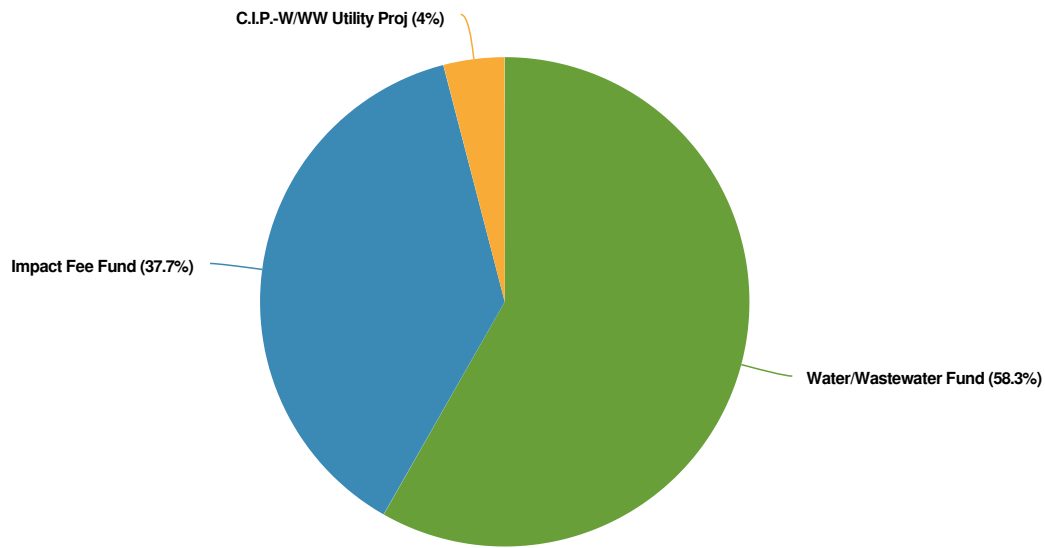
Meter Size	# of Units	Current Rate	FY 2022	FY 2023	FY 2024	FY 2025
1.5"	73	82.06	84.65	87.24	89.83	92.42
2"	97	124.19	130.10	136.01	141.92	147.83
3"	14	232.86	243.94	255.02	266.10	277.18
4"	4	296.46	337.85	379.24	420.63	462.02
6"	2	714.14	766.60	819.06	871.52	923.98

The **wastewater rate** base fee is going to increase by \$5, from \$41.97 to \$46.97.

These rate increases will be brought to City Council by Ordinance at the end of September 2021. It will go into effect November 1, 2021 and will be applied to the November utility bills that are generated at the end of November 2021.

The Impact Fee Fund generates revenue through impact fees that are assessed and collected as a part of development. This fee was last adopted August 11, 2020. There are no recommended changes to this fee as a part of this budget.

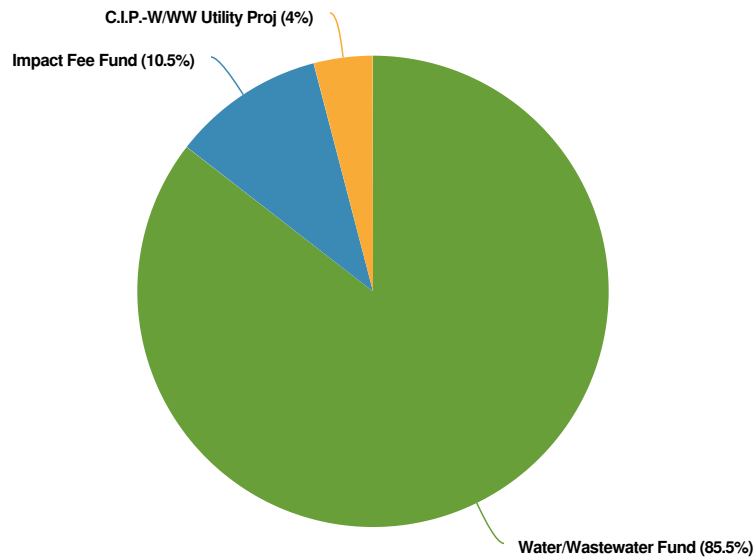
FY 2022 Revenue by Fund



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Water/Wastewater Fund					
Interest Income	\$44,385	\$20,000	\$20,000	\$25,000	25%
Wastewater Revenue	\$2,958,909	\$3,246,265	\$3,226,861	\$3,487,206	7.4%
Water Revenue	\$3,183,233	\$3,314,400	\$3,369,400	\$3,439,874	3.8%
Miscellaneous	\$4,900	\$6,500	\$5,500	\$6,500	0%
Other Sources	\$3,259	\$0	\$264	\$0	0%
Total Water/Wastewater Fund:	\$6,194,686	\$6,587,165	\$6,622,025	\$6,958,580	5.6%
C.I.P.-W/WW Utility Proj					
Interest Income	\$50,432	\$5,000	\$5,000	\$6,000	20%
Transfers In	\$3,396,015	\$125,000	\$125,000	\$475,000	280%
Total C.I.P.-W/WW Utility Proj:	\$3,446,447	\$130,000	\$130,000	\$481,000	270%
Impact Fee Fund					
Interest Income	\$12,025	\$12,000	\$12,000	\$12,000	0%
Wastewater Revenue	\$882,133	\$1,022,923	\$1,878,000	\$2,788,050	172.6%
Water Revenue	\$370,761	\$536,355	\$1,032,450	\$1,705,900	218.1%
Total Impact Fee Fund:	\$1,264,919	\$1,571,278	\$2,922,450	\$4,505,950	186.8%
Total:	\$10,906,052	\$8,288,443	\$9,674,475	\$11,945,530	44.1%

Expenditures by Fund

FY 2022 Expenditures by Fund



The individual department budgets can be found in the department budget pages. This is an overview of these three funds at a summary level.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Water/Wastewater Fund					
Personnel Costs	\$1,096,550	\$1,218,202	\$1,119,450	\$1,416,873	16.3%
Supplies & Materials	\$192,750	\$225,972	\$213,343	\$238,870	5.7%
Maintenance & Repairs	\$474,150	\$708,958	\$639,340	\$661,380	-6.7%
Occupancy	\$361,357	\$405,800	\$316,672	\$340,300	-16.1%
Contractual Services	\$1,036,989	\$1,410,432	\$1,342,614	\$1,414,706	0.3%
Other Charges	\$422,776	\$49,332	\$33,401	\$46,340	-6.1%
Contingency	\$0	\$10,000	\$0	\$10,000	0%
Capital Outlay	\$11,524	\$0	\$193,011	\$0	0%
Debt Service	\$104,969	\$0	\$0	\$0	0%
Transfers Out	\$23,328,192	\$2,185,176	\$2,185,176	\$3,314,280	51.7%
Total Water/Wastewater Fund:	\$27,029,257	\$6,213,872	\$6,043,007	\$7,442,749	19.8%
C.I.P.-W/WW Utility Proj					
Maintenance & Repairs	\$0	\$0	\$35,050	\$50,000	N/A
Contractual Services	\$7,144	\$0	\$15,000	\$0	0%
Capital Outlay	\$4,082,389	\$200,000	\$518,900	\$302,500	51.3%
Total C.I.P.-W/WW Utility Proj:	\$4,089,533	\$200,000	\$568,950	\$352,500	76.3%

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Impact Fee Fund					
Contractual Services	\$7,186	\$15,000	\$15,000	\$15,000	0%
Capital Outlay	\$129,145	\$0	\$150,000	\$0	0%
Transfers Out	\$0	\$895,250	\$886,320	\$895,250	0%
Total Impact Fee Fund:	\$136,331	\$910,250	\$1,051,320	\$910,250	0%
Total:	\$31,255,121	\$7,324,122	\$7,663,277	\$8,705,499	18.9%



Hotel Occupancy Tax Fund

Fund Description

The Hotel Tax Fund is utilized primarily to account for the receipt and expenditures of funds received by the City from the assessment of hotel occupancy tax. This fund contains the following divisions: Organizational Funding, Convention Center, Main Street Program, Cultural Arts Commission, and the Rodeo Arena.

Summary

The City of Bastrop is projecting \$2.23M of revenue in FY 2022, which represents a 12.1% decrease over the prior year. Budgeted expenditures are projected to decrease by \$15,258 to \$2.78M in FY 2022.

Revenues by Source

Revenue Assumptions

This fund continued to experience lower than projected actual revenue due to the lingering effects of COVID-19 on the tourist industry. The overall FY 2021 year-end projected revenue is down by 38% from budget. Total Revenue & Other Sources are budgeted to be \$2,226,904 for FY 2022, which is 22% or \$397,350 more than FY 2021 year-end budget projections.

Outlined below are explanations for two (2) major sources that make up 96% of the Fund's revenue.

Hotel Occupancy Tax

Hotel Occupancy Tax is set at a rate of 13.5% in the City of Bastrop and its ETJ. Of the tax collected, 6% goes to the State, 7% goes to the City, and .5% goes to the County, if in the City's ETJ. Hotel Occupancy Tax is budgeted at \$1,981,350 which is 12.5% decrease from the FY 2021 budget. With the tourism industry still struggling due to the continued effects of Coronavirus, the proposed revenue is a conservative amount.

Charges for Services

These fees represent revenues collected from Convention Center sponsored events, such as Farm Street Opry and Western Swing Festival; Main Street sponsored events, such as Table on Main and Red, White & Brews; Convention Center rentals, and catering services. The FY 2022 budgeted amount is \$159,000 which is approximately 12.4% below FY 2021 budget but up 48% from FY 2021 projections.

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source				
Taxes & Penalties	\$2,264,400	\$1,635,000	\$1,981,350	-12.5%
Charges for Services	\$181,500	\$108,000	\$159,000	-12.4%
Intergovernmental	\$62,312	\$66,554	\$66,554	6.8%
Interest Income	\$25,000	\$20,000	\$20,000	-20%
Total Revenue Source:	\$2,533,212	\$1,829,554	\$2,226,904	-12.1%



Expenditures by Function

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expenditures					
Hotel Tax Fund					
Organizational Funding					
Personnel Costs	\$0	\$15,668	\$15,667	\$0	-100%
Contractual Services	\$1,526,482	\$1,204,028	\$1,070,528	\$1,308,906	8.7%
Other Charges	\$5,789	\$15,000	\$0	\$0	-100%
Contingency	\$8,952	\$0	\$0	\$0	0%
Transfers Out	\$506,226	\$542,255	\$542,255	\$545,702	0.6%
Total Organizational Funding:	\$2,047,449	\$1,776,951	\$1,628,450	\$1,854,608	4.4%
Convention Center					
Personnel Costs	\$262,773	\$280,868	\$245,382	\$0	-100%
Supplies & Materials	\$18,765	\$52,750	\$37,250	\$55,250	4.7%
Maintenance & Repairs	\$39,533	\$42,650	\$38,050	\$45,450	6.6%
Occupancy	\$41,885	\$63,838	\$57,750	\$60,100	-5.9%
Contractual Services	\$126,507	\$139,613	\$127,113	\$309,748	121.9%
Other Charges	\$14,962	\$38,100	\$31,000	\$38,100	0%
Total Convention Center:	\$504,425	\$617,819	\$536,545	\$508,648	-17.7%
Main Street					
Personnel Costs	\$155,065	\$100,820	\$106,000	\$0	-100%
Supplies & Materials	\$8,823	\$18,900	\$11,135	\$40,950	116.7%
Occupancy	\$2,345	\$1,500	\$860	\$900	-40%
Contractual Services	\$13,357	\$13,590	\$11,500	\$112,457	727.5%
Other Charges	\$240,387	\$102,800	\$59,020	\$116,260	13.1%
Contingency	\$19,683	\$35,000	\$27,000	\$35,500	1.4%
Total Main Street:	\$439,660	\$272,610	\$215,515	\$306,067	12.3%
Total Convention Ctr & Main Street:	\$944,085	\$890,428	\$752,060	\$814,715	-8.5%
Cultural Arts Commission					
Maintenance & Repairs	\$4,150	\$5,000	\$5,000	\$5,000	0%
Contractual Services	\$27,273	\$47,232	\$296	\$31,150	-34%
Other Charges	\$3,495	\$22,500	\$7,500	\$22,500	0%
Contingency	\$0	\$50,000	\$0	\$50,000	0%
Total Cultural Arts Commission:	\$34,918	\$124,732	\$12,796	\$108,650	-12.9%
Rodeo					
Supplies & Materials	\$120	\$0	\$0	\$0	0%
Occupancy	\$3,265	\$2,900	\$2,900	\$2,900	0%

HOTEL OCCUPANCY TAX

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Total Rodeo:	\$3,385	\$2,900	\$2,900	\$2,900	0%
Total Hotel Tax Fund:	\$3,029,837	\$2,795,011	\$2,396,206	\$2,780,873	-0.5%
Total Expenditures:	\$3,029,837	\$2,795,011	\$2,396,206	\$2,780,873	-0.5%

Fund Balance

The Financial Management Policy states the reserve balance in the Hotel Occupancy Tax should be one year of expenditures. The FY 2022 ending fund balance is 60% of the total expenditures.

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Assigned	\$80,000	\$105,000	\$105,000	0%
Restricted	\$2,816,372	\$2,224,717	\$1,670,748	-24.9%
Total Fund Balance:	\$2,896,372	\$2,329,717	\$1,775,748	-23.8%



Vehicle and Equip Replacement Fund

Fund Description

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

Summary

The City of Bastrop is projecting \$1.6M of revenue in FY 2022, which represents a 208.6% increase over the prior year. Budgeted expenditures are projected to increase by 409.3% or \$989.63K to \$1.23M in FY 2022.

Revenues by Source

The majority of the increase in revenue in FY 2022 is coming from transfers into the fund from the General Fund, Water/Wastewater Fund and BP&L. Only one of the requests is for an asset that is already participating in the VERF fund. That means in order to purchase these requests, there must be up front capital used to make the initial purchase, then the lease payments will start to replace these assets in the future.

The table below shows a breakdown of the amount being transferred by the Fund.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source					
Charges for Services					
VEHICLE/EQUIP RPLC FEE	\$364,055	\$435,876	\$435,876	\$501,809	15.1%
Total Charges for Services:	\$364,055	\$435,876	\$435,876	\$501,809	15.1%
Interest Income					
INTEREST INCOME	\$27,688	\$16,000	\$12,000	\$13,000	-18.7%
Total Interest Income:	\$27,688	\$16,000	\$12,000	\$13,000	-18.7%
Other Sources					
GAIN/LOSS FIXED ASSET	\$40,946	\$0	\$0	\$0	0%
INSURANCE PROCEEDS		\$20,235	\$20,235		-100%
Total Other Sources:	\$40,946	\$20,235	\$20,235	\$0	-100%
Transfers In					
TRANS IN - GENERAL FUND	\$0	\$0	\$0	\$851,027	N/A
TRANSFER IN-BPANDL #404	\$75,000	\$65,000	\$65,000	\$72,400	11.4%
TRANS IN-W/WW #202	\$0	\$0	\$0	\$122,000	N/A
Total Transfers In:	\$75,000	\$65,000	\$65,000	\$1,045,427	1,508.3%
Total Revenue Source:	\$507,689	\$537,111	\$533,111	\$1,560,236	190.5%

Expenditures by Expense Type

The requests for new or replacement vehicles and equipment are identified in the table below, listed by department.

Type	Dept	New (N)	Estimated
		Rplc(R)	Amount
Zero Turn Mower	Public Works	N	\$15,930
Van	Public Works-BM	R	\$67,500
Truck*	W/WW	R	\$35,000
Truck 350 Crew Cab	Public Works	N	\$63,600
Truck	Parks	N	\$34,000
Truck	Engineering	R	\$35,000
Street Sweeper	Public Works	R	\$280,000
Small SUV (Code Compl)	Building Insp	N	\$24,000
Sewer Jet Trailer	W/WW	R	\$80,000
New Cab with Remount	Fire	R	\$73,000
Loader	Public Works	N	\$138,000
Brush Truck	Fire	R	\$120,000
Backhoe	W/WW	R	\$106,000
Backhoe	BP&L	R	<u>\$87,400</u>
TOTAL			\$1,159,430

*This truck is eligible to be replaced with funds already contributed to this fund through annual lease payments.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Contractual Services	\$0	\$0	\$0	\$72,000	N/A
Capital Outlay	\$347,408	\$272,262	\$271,950	\$1,159,430	325.9%
Total Expense Objects:	\$347,408	\$272,262	\$271,950	\$1,231,430	352.3%

Fund Balance

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Restricted	\$2,829,396	\$3,090,557	\$3,419,363	10.6%
Total Fund Balance:	\$2,829,396	\$3,090,557	\$3,419,363	10.6%



BASTROP TX
Heart of the Lost Pines
Est. 1832

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Designated Revenue Fund

Fund Description

The Designated Fund contains revenue generated from fees collected for specific uses. Fees include Court Technology, Court Security, Juvenile Diversion (Case Manager), Public Education & Government (PEG), Designated Parks Fund, Police Seizure, Child Safety Fund and Police, Fire and Parks Donations. Expenses that comply with the restrictions on these funds will be applied against these funds first, before charging the General Fund budget. The Designated Parks Funds would need approval from City Council for a parks project to be funded out of these funds.

Summary

The City of Bastrop is projecting \$66.91K of revenue in FY 2022, which represents a 5.2% increase over the prior year. Budgeted expenditures are projected to decrease by 38% or \$182.9K to \$298.1K in FY 2022.

Revenues by Source

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source				
Taxes & Penalties	\$23,500	\$24,000	\$24,000	2.1%
Fines & Forfeitures	\$12,800	\$13,780	\$14,000	9.4%
Charges for Services	\$1,900	\$1,776	\$1,775	-6.6%
Intergovernmental	\$0	\$3,918	\$0	0%
Interest Income	\$3,000	\$5,000	\$3,000	0%
Miscellaneous	\$22,383	\$23,100	\$24,133	7.8%
Total Revenue Source:	\$63,583	\$71,574	\$66,908	5.2%

Expenditures by Expense Type

There is \$204K in Red Light Camera Funds designated for Sidewalk Connectivity to improve pedestrian safety that will be rolled over from FY 2021 for this project. The budget includes the available funds for each type of funding source to allow the funds to be spent during the year.

In 2019 the City of Bastrop entered into a three (3) year contract with the Bastrop River Company, providing commercial space to the River Outfitter for rental of kayaks, canoes, tubes and other associated services. The revenue from this contract has been designated by the City Council to be used for park repairs and improvements. The funds allocated this year will be used to repair the scenic overlooks along the June Pape Riverwalk. The Colorado river has damaged the overlooks in past floods since 2016. This designated fund will allow the city to repair and re-open the damaged outlook thereby enhancing the experience of the users of the June Pape Riverwalk and Fisherman's Park.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Contractual Services	\$42	\$0	\$0	\$0	0%
Other Charges	\$8,933	\$61,000	\$50,700	\$78,100	28%
Capital Outlay	\$0	\$420,000	\$260,000	\$220,000	-47.6%
Total Expense Objects:	\$8,975	\$481,000	\$310,700	\$298,100	-38%



Fund Balance

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Restricted	\$756,972	\$517,846	\$286,654	-44.6%
Total Fund Balance:	\$756,972	\$517,846	\$286,654	-44.6%



Operating Fund

This fund is used for the operations of the cemetery. This fund retains 80% of fees associated with plot sales and the expenses associated with the perpetual care and upkeep of plots and graves in the cemetery.

Permanent Fund

This fund is the perpetual trust fund created by the city. This fund receives 20% of the sale of plots to be invested in the long-term to be able to have the funds necessary to maintain the cemetery when there are no longer plots to sell.

Summary

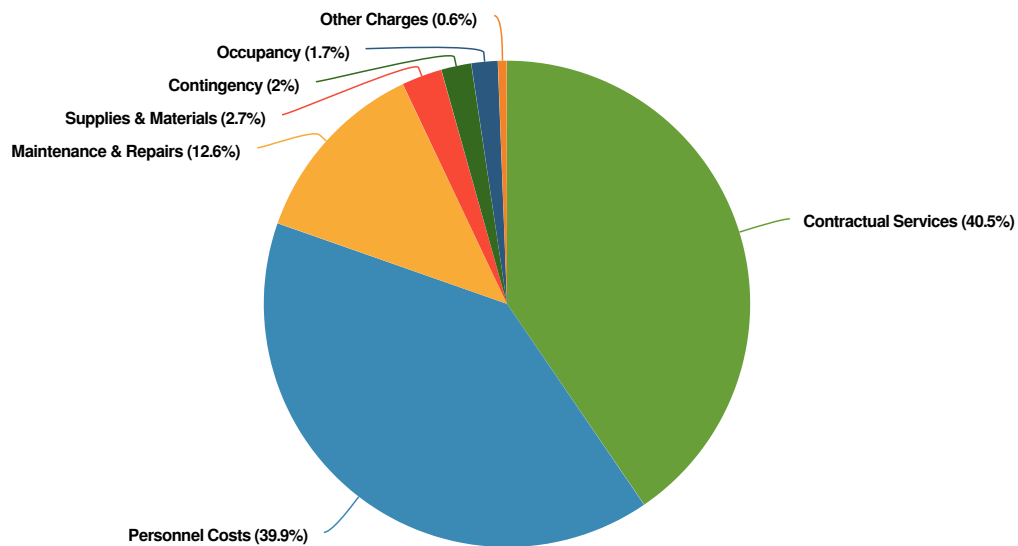
The City of Bastrop is projecting \$108.2K of revenue in FY 2022, which represents a 0.5% decrease over the prior year. Budgeted expenditures are projected to increase by 87% or \$69.23K to \$148.83K in FY 2022.

Revenue by Fund

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Fairview Cemetery - Perm					
INTEREST INCOME-PERMANENT	\$1,774	\$3,000	\$3,000	\$3,000	0%
LOTSALES - PERMANENT	\$0	\$20,000	\$20,000	\$20,000	0%
Total Fairview Cemetery - Perm:	\$1,774	\$23,000	\$23,000	\$23,000	0%
Fairview Cemetery - Oper					
INTEREST EARNED-OPERATING	\$1,478	\$1,250	\$1,000	\$1,000	-20%
MISCELLANEOUS	\$45				N/A
RECORDING FEES	\$1,525	\$1,500	\$1,200	\$1,200	-20%
PERMIT FEES	\$2,250	\$3,000	\$3,000	\$3,000	0%
LOTSALES - OPERATING	\$31,375	\$80,000	\$29,000	\$80,000	0%
LOTSALES-NON-RESIDENT	\$76,500	\$0	\$45,000	\$0	0%
Total Fairview Cemetery - Oper:	\$113,173	\$85,750	\$79,200	\$85,200	-0.6%
Total:	\$114,947	\$108,750	\$102,200	\$108,200	-0.5%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



The table below is the proposed expenses for the Operating Fund. The Permanent Fund does not have any expenses. The Maintenance and Repairs include the cost to address the erosion that is occurring on the hill. The Contractual Services include the engineering expense associated with preparing to layout and open Block 9 for future lot sales.

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$50,614	\$54,246	\$59,422	17.4%
Supplies & Materials	\$4,000	\$3,600	\$4,000	0%
Maintenance & Repairs	\$5,475	\$3,475	\$18,700	241.6%
Occupancy	\$2,600	\$2,600	\$2,600	0%
Contractual Services	\$15,910	\$15,185	\$60,225	278.5%
Other Charges	\$1,000	\$4,620	\$880	-12%
Contingency	\$0	\$0	\$3,000	N/A
Total Expense Objects:	\$79,599	\$83,726	\$148,827	87%



Library Designated

Fund Description

This fund is used to account for the application of any gifts and donations received for the benefit of the Library.

Summary

The City of Bastrop is projecting \$20.6K of revenue in FY 2022, which represents a 0% increase over the prior year. Budgeted expenditures are projected to increase by \$64.5K to \$87.9K in FY 2022.

Revenues by Source

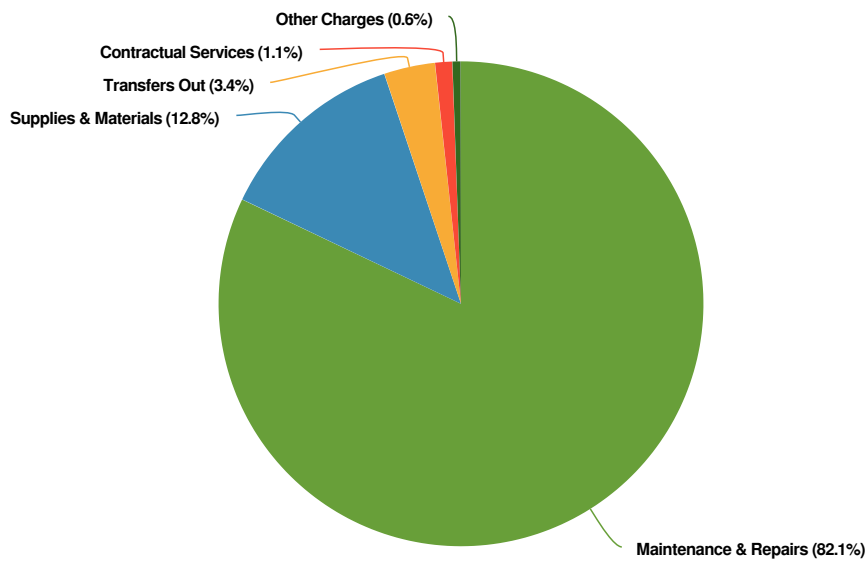
Other than a small amount of interest, this funds revenue represents donations and gift that are given for the purpose of funding specifically designated for the Library.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source					
Interest Income	\$1,075	\$600	\$600	\$600	0%
Miscellaneous	\$27,304	\$20,000	\$16,000	\$20,000	0%
Total Revenue Source:	\$28,379	\$20,600	\$16,600	\$20,600	0%

Expenditures by Expense Type

This fund has been increasing over the last few years. The Library Director has identified some improvements to the building that will better serve the patrons. Improvements include adding additional electrical outlets, window shades for the reading room to reduce the glare; furniture replacement; install sound system, audio visual equipment, and acoustics in the meeting room; improve outdoor signage; and interior painting.

Budgeted Expenditures by Expense Type



Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects				
Supplies & Materials	\$18,750	\$11,250	\$11,250	-40%
Maintenance & Repairs	\$200	\$200	\$72,200	36,000%
Contractual Services	\$1,000	\$1,000	\$1,000	0%
Other Charges	\$500	\$0	\$500	0%
Transfers Out	\$3,030	\$3,000	\$3,000	-1%
Total Expense Objects:	\$23,480	\$15,450	\$87,950	274.6%

Fund Balance

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Assigned	\$66,842	\$67,992	\$642	-99.1%
Total Fund Balance:	\$66,842	\$67,992	\$642	-99.1%



Hunter's Crossing Public Improvement District

Fund Description

The Hunters Crossing PID Fund was established as a Public Improvement District under Chapter 372, Texas Local Government Code, to fund public infrastructure improvements within the Hunter's Crossing Improvement District. This fund collects the assessments approved by the City Council of the City of Bastrop and paid for by the property owners within the District. The assessments fund the expenses associated with maintaining the assets of the District and reimbursing the developer annually from the capital portion of the assessment.

Summary

The City of Bastrop is projecting \$575.88K of revenue in FY 2022, which represents a 12.3% increase over the prior year. Budgeted expenditures are projected to increase by 19.3% or \$92.52K to \$572.55K in FY 2022.

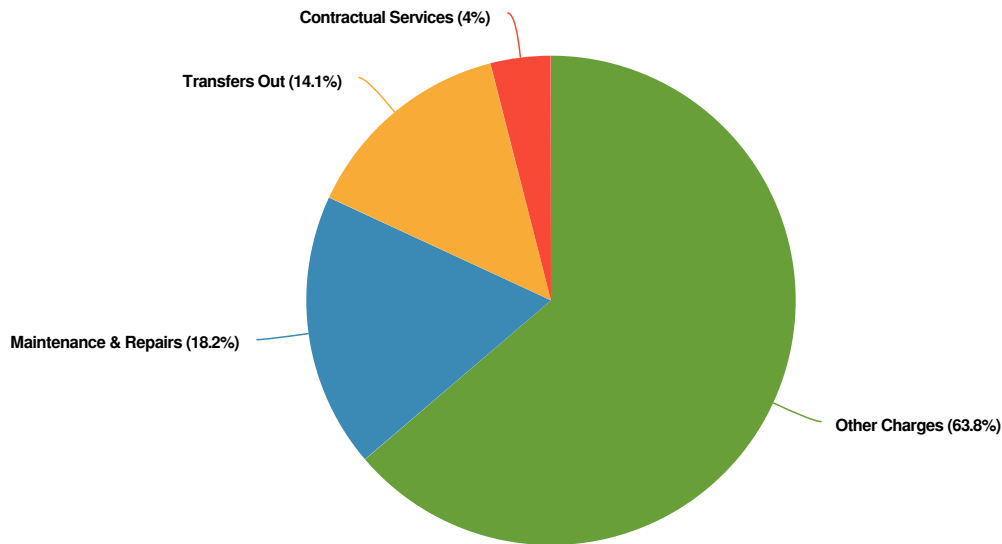
Revenues by Source

The annual assessment increased this year for all property types. The residential annual assessment increased by \$12 per lot. The commercial and multi-family increased by \$0.0133 per square foot. This increase was in response to maintenance needs within the district. The fence replacement was the main concern and will be funded through a 10- year Certificate of Obligation.

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source				
Taxes & Penalties	\$508,031	\$508,754	\$574,279	13%
Interest Income	\$5,000	\$1,500	\$1,600	-68%
Total Revenue Source:	\$513,031	\$510,254	\$575,879	12.3%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



The budget increased relate to increased maintenance costs. The mowing contract is being expanded to cover additional areas and increased frequency. The fence replacement debt service is represented in the transfer out to the General Fund Debt Service Fund.

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects				
Maintenance & Repairs	\$86,250	\$100,342	\$104,005	20.6%
Contractual Services	\$37,275	\$18,027	\$22,775	-38.9%
Other Charges	\$356,500	\$356,500	\$365,000	2.4%
Transfers Out	\$0	\$0	\$80,767	N/A
Total Expense Objects:	\$480,025	\$474,869	\$572,547	19.3%

Fund Balance

	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	
Restricted	\$103,050	\$106,382	3.2%
Total Fund Balance:	\$103,050	\$106,382	3.2%



Type B - Bastrop Economic Development Corp.

Fund Description

The purpose of the Economic Development Corporation is to enhance the quality of life in the City of Bastrop, by providing appropriate infrastructure and by promoting and assisting the kind of economic development in our community which will provide the people of Bastrop meaningful and rewarding employment opportunities and greater access to desirable goods and services.

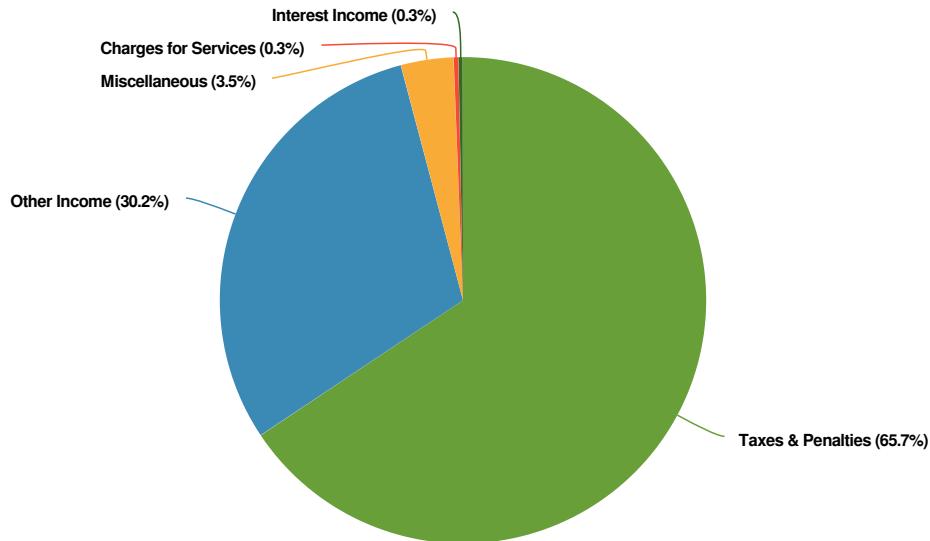
Summary

The City of Bastrop is projecting \$5.074M of revenue in FY 2022, which represents a 28% increase over the prior year. Budgeted expenditures are projected to decrease by 3.2% or \$165K to \$5.296M in FY 2022.

Revenues by Source

The largest source of funds is the 4B Sales Tax that represents 66% of total revenue. The FY 2022 budget projections are based on a 42% increase from the projected FY 2021 amount. This is still a conservative projection based on the year-over-year increases that sales tax revenues have been experiencing during FY 2021.

Projected 2022 Revenues by Source



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source					
Taxes & Penalties	\$2,733,446	\$2,611,200	\$3,028,660	\$3,331,500	27.6%
Charges for Services	\$13,800	\$15,870	\$15,870	\$15,870	0%
Interest Income	\$64,001	\$35,000	\$18,500	\$15,000	-57.1%
Miscellaneous	\$0	\$1,191,500	\$386,864	\$178,109	-85.1%
Other Sources	\$0	\$0	\$126,000	\$0	0%
Other Income	\$0	\$100,000	\$0	\$1,533,935	1,433.9%
Total Revenue Source:	\$2,811,247	\$3,953,570	\$3,575,894	\$5,074,414	28.4%



Expenditures by Expense Type

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$412,570	\$433,262	\$367,394	\$549,603	26.9%
Supplies & Materials	\$9,931	\$12,560	\$5,500	\$12,560	0%
Maintenance & Repairs	\$5,831	\$16,000	\$15,750	\$16,000	0%
Occupancy	\$54,982	\$52,800	\$49,600	\$52,800	0%
Contractual Services	\$313,649	\$378,148	\$500,622	\$870,650	130.2%
Other Charges	\$1,099,065	\$1,291,309	\$1,162,419	\$1,736,309	34.5%
Contingency	\$0	\$25,000	\$0	\$25,000	0%
Capital Outlay	\$2,229,557	\$2,475,000	\$684,600	\$1,550,000	-37.4%
Debt Service	\$417,229	\$447,012	\$408,613	\$483,456	8.2%
Total Expense Objects:	\$4,542,814	\$5,131,091	\$3,194,498	\$5,296,378	3.2%

Fund Balance

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Restricted	\$4,867,763	\$5,249,158	\$5,027,194	-4.2%
Total Fund Balance:	\$4,867,763	\$5,249,158	\$5,027,194	-4.2%



General Gov't CIP Projects

Fund Description

This fund was created to set aside funds from the General Fund to support the Capital Improvement Plan. These funds are in excess of the fund balance reserve policy for the General Fund.

Revenue by Fund

There are two revenue contributions being made to this fund. The General Fund is transferring excess fund balance to cover the Comprehensive Plan update and the playground equipment replacement program.

The other contribution is from the Bastrop Economic Development Corporation, which has approved funding for the following:

- o Downtown Lighting project \$164,000
- o Sports Complex Study \$50,000
- o Broadband Study \$50,000
- o Agnes St. Extension grant match (1%) \$43,000

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
CIP General Gov't Projects				
CAPITAL CONTRIBUTIONS	\$0	\$0	\$307,000	N/A
TRANS IN - GENERAL FUND #101	\$0	\$0	\$150,000	N/A
Total CIP General Gov't Projects:	\$0	\$0	\$457,000	N/A

Expenditures by Expense Type

There are three projects being funded from contracted services; Comprehensive Plan update (includes the Land Use Plan), Sports Complex Study, and Broadband Study. The capital outlay line item includes; the playground equipment replacement program, downtown lighting, and the Agnes St. extension match. This fund is budgeted to use all the funds and not have an ending fund balance.

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects				
Contractual Services	\$0	\$0	\$200,000	N/A
Capital Outlay	\$0	\$0	\$257,000	N/A
Total Expense Objects:	\$0	\$0	\$457,000	N/A



BASTROP TX

Heart of the Lost Pines

Est. 1832

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Street Maintenance Fund

Fund Description

This fund was created to contain revenue generated specifically for street maintenance to improve the City's overall Pavement Condition Index.

Summary

The City of Bastrop is projecting \$3K of revenue in FY 2022, representing only increased revenue. Budgeted expenditures are projected to decrease by 35.8% or \$365.7K to \$655K in FY 2022.

Revenues by Source

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source					
Interest Income	\$15,065	\$3,000	\$7,000	\$3,000	0%
Transfers In	\$238,000	\$1,021,000	\$1,021,000	\$0	-100%
Total Revenue Source:	\$253,065	\$1,024,000	\$1,028,000	\$3,000	-99.7%

Expenditures by Expense Type

The FY 2022 budget includes surface treatment and crack sealant for approximately 23 lane miles to include portions of the following streets:

CRACK SEAL	SURFACE TREATMENT
Buchanan	Wildcat
Buttonwood	Barbara
Carter	Katy B
Farm	Marino
Emile	Antelope
Haysel	Big Horn
Hickey	Bird Dog
Hospital Drive	Bushmaster
Lincoln	Magnum
Mercedes	Peccary
Pahala	Main
Pitt	Oak
Spring	Albright
Walnut	Alley A
	Alley B
	Beech
	American Legion
	Austin
	Church

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Maintenance & Repairs	\$0	\$22,000	\$0	\$0	-100%
Contractual Services	\$15,300	\$0	\$49,775	\$0	0%
Capital Outlay	\$1,191,632	\$998,654	\$408,684	\$655,000	-34.4%
Total Expense Objects:	\$1,206,932	\$1,020,654	\$458,459	\$655,000	-35.8%

Fund Balance

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Restricted	\$83,489	\$653,030	\$1,030	-99.8%
Total Fund Balance:	\$83,489	\$653,030	\$1,030	-99.8%



Park/Trail Land Dedication Fund

Fund Description

This fund is used to account for receipts and disbursement of funds designated for special improvement projects related to City parks and trails.

Revenue by Fund

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Park Dedication					
LEASE AGREEMENT	-\$17,402	\$1,365	\$1,365	\$1,365	0%
INTEREST INCOME	\$2,057	\$500	\$2,000	\$0	-100%
Total Park Dedication:	-\$15,345	\$1,865	\$3,365	\$1,365	-26.8%

Expenditures by Expense Type

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Capital Outlay					
CAPITAL OUTLAY	\$0	\$100,000	\$100,000	\$0	-100%
Total Capital Outlay:	\$0	\$100,000	\$100,000	\$0	-100%
Total Expense Objects:	\$0	\$100,000	\$100,000	\$0	-100%

Fund Balance

This fund received a prepaid payment for a 75-year lease with Bastrop County for Mayfest Park. This lease revenue is earned over the life of the lease. A portion of the skate park was expensed through this fund and against future earnings. This is the reason for the negative fund balance.

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Restricted	\$13,385	-\$83,250	-\$81,885	-1.6%
Total Fund Balance:	\$13,385	-\$83,250	-\$81,885	-1.6%



2013 Combination Rev & Tax Bond

Fund Description

The 2013 Combination Revenue/Tax Bond was issued for (i) constructing, improving, extending, and/or expanding City streets, including drainage, sidewalks, parking and right-of-way's; (ii) constructing, improving, extending, and/or expanding the City's water and wastewater system including an additional water supply well and related pipeline, and improvements for storm water drainage and detention and related roadway improvements; and (iii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the Certificates.

Revenue by Fund

The only funds left in this bond are for the Business Park. The funds will be used by the Bastrop Economic Development Corp. to complete upgrades to Phase 2-6.

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
2013 Co Bond Fund				
INTEREST EARNED	\$0	\$250	\$0	0%
Total 2013 Co Bond Fund:	\$0	\$250	\$0	0%

Expenditures by Fund

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
2013 Co Bond Fund				
PHASE 1 IMPROV OF BAS BUS PARK	\$319,055	\$0	\$299,450	-6.1%
Total 2013 Co Bond Fund:	\$319,055	\$0	\$299,450	-6.1%

Fund Balance

	FY2020	FY2021	% Change
Fund Balance	Actual	Actual	
Restricted	\$299,200	\$299,450	0.1%
Total Fund Balance:	\$299,200	\$299,450	0.1%



2018 CO Series

Fund Description

The 2018 Certificate of Obligation was issued to construct, improve, and upgrade the City's streets, including drainage, sidewalks, right-of-way, and bridge repair.

Revenues by Source

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source				
Interest Income	\$3,000	\$800	\$0	-100%
Total Revenue Source:	\$3,000	\$800	\$0	-100%

Expenditures by Expense Type

The balance left in this bond fund was originally earmarked for the Old Iron Bridge engineering. This amount is being held for now as grant applications are pending and these funds may need to be used as matching funds.

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects				
Capital Outlay	\$1,180,076	\$522,327	\$0	-100%
Transfers Out	\$1,021,000	\$1,021,000	\$0	-100%
Total Expense Objects:	\$2,201,076	\$1,543,327	\$0	-100%

Fund Balance

	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	
Restricted	\$655,549	\$655,549	0%
Total Fund Balance:	\$655,549	\$655,549	0%



2020 Revenue Bond

Fund Description

This bond was sold to fund water and wastewater infrastructure projects. The carryover is to continue to fund the Wastewater Treatment Plant #3 and the design of the Water Plant.

Revenue by Fund

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
2020 Revenue Bond				
INTEREST INCOME	\$100,000	\$10,000	\$0	-100%
Total 2020 Revenue Bond:	\$100,000	\$10,000	\$0	-100%

Expenditures by Fund

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
2020 Revenue Bond				
PROFESSIONAL SERVICES	\$0	\$5,000	\$0	0%
REAL PROPERTY	\$0	\$1,701,025	\$0	0%
WWTP#3	\$17,870,000	\$7,775,795	\$6,843,330	-61.7%
WWTP#3 WESTSIDE COLLECTION SYS	\$0	\$306,500	\$0	0%
WWTP#3 LS AND FORCE MAIN	\$0	\$140,000	\$0	0%
XS WATER PLANT	\$3,130,000	\$1,629,500	\$1,500,500	-52.1%
Total 2020 Revenue Bond:	\$21,000,000	\$11,557,820	\$8,343,830	-60.3%

Fund Balance

	FY2021	% Change
Fund Balance	Actual	
Restricted	\$8,343,830	-100%
Total Fund Balance:	\$8,343,830	-100%



American Rescue Plan

Fund Description

The funds represented in this fund, were received by the City in FY 2021 and have to be spent by December 2024. It is the intention of the City to use these funds on water and wastewater infrastructure projects. The specific projects have not yet been identified. There will be a budget amendment brought to City Council once these projects and associated costs have been identified.

Revenues by Source

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source				
Miscellaneous	\$0	\$1,007,558	\$1,007,558	N/A
Total Revenue Source:	\$0	\$1,007,558	\$1,007,558	N/A

Fund Balance

	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	
Restricted	\$1,007,558	\$2,015,116	100%
Total Fund Balance:	\$1,007,558	\$2,015,116	100%



2021 Certificate of Obligation

Fund Description

The 2021 Certificate of Obligation was issued to construct, improve, and upgrade the City's water and wastewater system (including Wastewater Treatment Plant #3 and all associated transmission lines and pumping facilities and Water Treatment Plant at XS Ranch; and fence replacement and related improvements and repairs within Hunter's Crossing Public Improvement District.

Summary

The City of Bastrop is projecting \$20K of revenue in FY 2022, which represents a 100% increase over the prior year. Budgeted expenditures are projected to be \$35.7M in FY 2022.

Revenues by Source

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source				
Interest Income	\$0	\$0	\$20,000	N/A
Total Revenue Source:	\$0	\$0	\$20,000	N/A

Expenditures by Expense Type

The balance in this fund represents the proceeds of the CO 2021 issuance in August 2021.

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects				
Capital Outlay	\$0	\$0	\$35,720,000	N/A
Total Expense Objects:	\$0	\$0	\$35,720,000	N/A

Fund Balance

	FY2021	% Change
Fund Balance	Actual	
Restricted	\$35,700,000	\$0
Total Fund Balance:	\$35,700,000	0%



General Debt Service

Fund Description

Major improvements such as streets, drainage, buildings, and other infrastructure projects are often financed by bonds. This funding mechanism allows payment for infrastructure improvements to be made over multiple years, usually over the life of the asset.

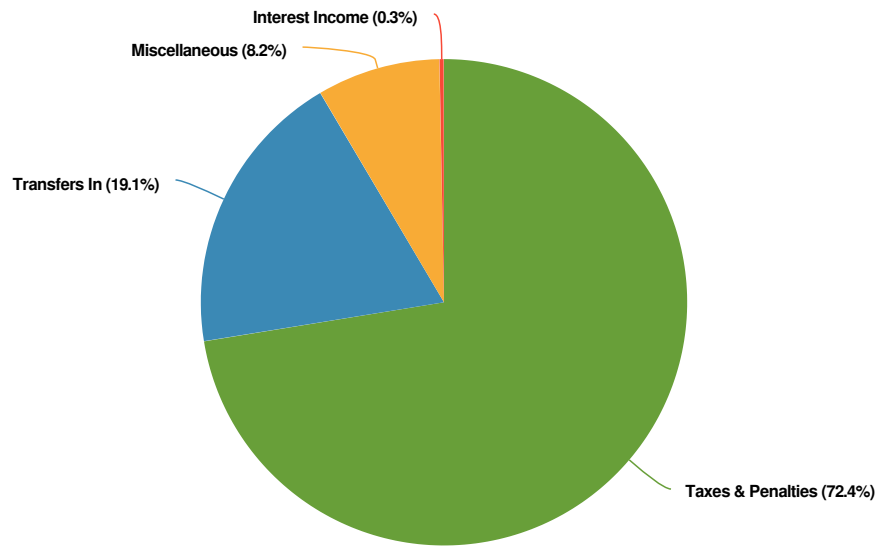
Summary

The City of Bastrop is projecting \$3.36M of revenue in FY 2022, which represents a 173% increase over the prior year. Budgeted expenditures are projected to increase by 16.6% or \$497K to \$3.49M in FY 2022.

Revenues by Source

The majority of this funds revenue comes from Ad Valorem Tax. The debt portion of the Property Tax Rate pays the debt obligations for each fiscal year. This rate is \$0.2054 for FY 2022, representing 35.45% of the total tax rate.

Projected 2022 Revenues by Source



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source					
Taxes & Penalties					
CURRENT TAXES	\$2,014,243	\$2,047,124	\$2,092,927	\$2,428,572	18.6%
DELINQUENT TAXES	\$16,359	\$22,000	\$22,000	\$22,000	0%
PENALTIES AND INTEREST	\$11,646	\$12,000	\$12,000	\$12,000	0%
380 AGREEMENTS PROP REFUND	-\$32,772	-\$30,000	-\$32,417	-\$30,000	0%
Total Taxes & Penalties:	\$2,009,476	\$2,051,124	\$2,094,510	\$2,432,572	18.6%



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Interest Income					
INTEREST RECEIPTS	\$28,100	\$20,000	\$18,500	\$10,000	-50%
Total Interest Income:	\$28,100	\$20,000	\$18,500	\$10,000	-50%
Miscellaneous					
CAPITAL CONTRIBUTIONS	\$245,888	\$249,802	\$219,419	\$275,059	10.1%
Total Miscellaneous:	\$245,888	\$249,802	\$219,419	\$275,059	10.1%
Other Revenue					
BOND PROCEEDS	\$1,446,497	\$0	\$0	\$0	0%
Total Other Revenue:	\$1,446,497	\$0	\$0	\$0	0%
Transfers In					
TRANS IN - BOND FUNDS		\$0	\$0	\$94,810	N/A
TRANS IN - CONV CTR BONDS	\$506,226	\$542,255	\$542,255	\$545,702	0.6%
Total Transfers In:	\$506,226	\$542,255	\$542,255	\$640,512	18.1%
Total Revenue Source:	\$4,236,187	\$2,863,181	\$2,874,684	\$3,358,143	17.3%

Expenditures by Expense Type

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Other Charges	\$35,508	\$17,000	\$15,032	\$17,000	0%
Debt Service	\$2,759,199	\$2,980,157	\$2,968,212	\$3,477,221	16.7%
Other Uses	\$1,401,769				N/A
Total Expense Objects:	\$4,196,476	\$2,997,157	\$2,983,244	\$3,494,221	16.6%

Fund Balance

	FY2020	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	Actual	
Restricted	\$298,232	\$189,673	\$53,595	-71.7%
Total Fund Balance:	\$298,232	\$189,673	\$53,595	-71.7%



Water/WW Debt Service

Fund Description

The function of this fund is to retire bonded indebtedness for water and wastewater capital equipment and infrastructure.

Summary

The City of Bastrop is projecting \$3.62M of revenue in FY 2022, which represents a 22.4% increase over the prior year. Budgeted expenditures are projected to increase by 83.6% or \$1.82M to \$3.99M in FY 2022.

Revenues by Source

There are two sources that are transferred into this fund. The first is from water and wastewater rates approved by City Council. This amount is transferred in from the Water/Wastewater Fund. The second is Impact Fees. These fees are also approved by City Council.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Revenue Source					
Interest Income	\$10,078	\$600	\$5,600	\$6,906	1,051%
Transfers In	\$1,808,548	\$2,955,426	\$2,955,426	\$3,612,530	22.2%
Total Revenue Source:	\$1,818,626	\$2,956,026	\$2,961,026	\$3,619,436	22.4%

Expenditures by Expense Type

Name	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects				
Debt Service	\$2,174,353	\$2,086,970	\$3,992,281	83.6%
Total Expense Objects:	\$2,174,353	\$2,086,970	\$3,992,281	83.6%

Fund Balance

	FY2021	FY2022	% Change
Fund Balance	Actual	Actual	
Restricted	\$1,381,136	\$1,008,292	-27%
Total Fund Balance:	\$1,381,136	\$1,008,292	-27%

DEPARTMENTS



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City Council

The City of Bastrop is a home-rule city. The City Council consists of five (5) Council Members and a Mayor. The Mayor only votes in the instance of a tie-vote. The City Council operates under a City Charter, City Ordinances, and State Law. They are charged with appointing the City Manager, City Attorney, Municipal Court Judge, and various citizen boards and commissions. The City Council are elected officials. They shall enact local legislation, adopt the annual budget, and determine policies. The City Council adopts the City's ad valorem tax rate and authorizes the issuance of bonds.



Expenditures by Expense Type

The Contractual Services line item has been increased to allow for there to be funds available for third party facilitators for workshops or retreats.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$7,236	\$6,804	\$6,816	\$6,804	0%
Supplies & Materials	\$2,248	\$2,969	\$2,683	\$3,486	17.4%
Occupancy	\$8,029	\$7,650	\$7,650	\$7,650	0%
Contractual Services	\$1,994	\$4,700	\$100	\$10,500	123.4%
Other Charges	\$14,867	\$17,860	\$4,860	\$17,860	0%
Total Expense Objects:	\$34,374	\$39,983	\$22,109	\$46,300	15.8%

Organizational

Department Description

To provide better efficiency when processing expenditures that benefit all departments and to capture expenditures that are for the City as a whole. This department was created to track those expenditures in one place. Some examples would be property and general liability insurance, legal services, retirees insurance, 380 agreements, communications, and consulting services. The credit represents the amount being reimbursed to General Fund from BP&L, Water/Wastewater, and Hotel Occupancy Tax Fund for administrative support.

Expenditures Summary

\$1,730,628 **\$646,544**
(59.64% vs. prior year)

Significant Base Budget Changes for FY 2022

Group insurance is increasing to contribute 35% to dependent coverage. This is a change from 0% contribution. The overhead allocation is an increase to cover the services being provided to the proprietary funds and the Hotel Occupancy Tax Fund. This is a change from prior years. All staff positions have been moved from the Hotel Occupancy Tax Fund to General Fund with an overhead allocation to cover services provided.

This department is also where the transfers out to other funds are recorded. There are proposed transfers to the VERF fund to cover new and replacement vehicle and equipment purchases. The transfer to a General Fund CIP fund is to cover the five-year CIP plan. The transfer for one-time purchases are explained on the funds budget page.

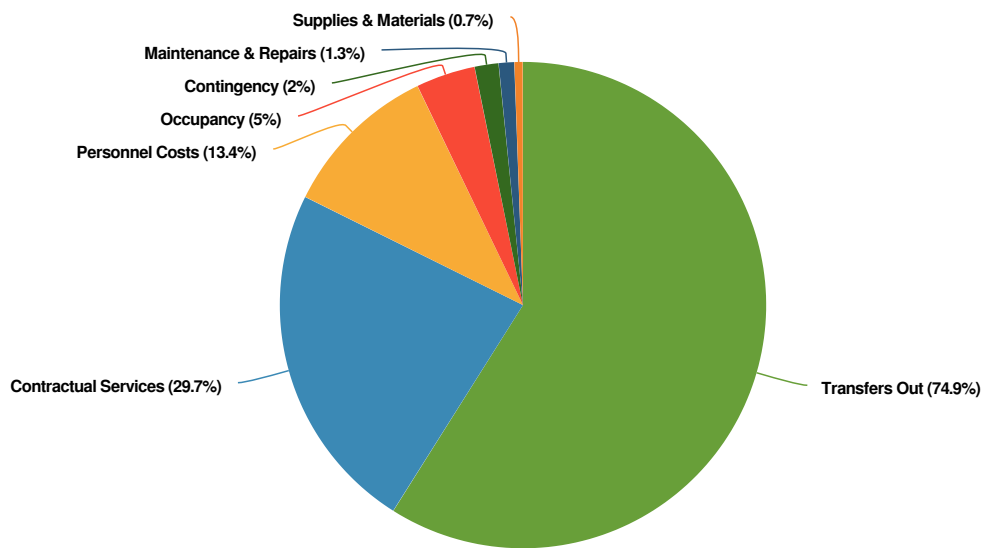
Expenditures by Expense Type

Contractual Services includes two contracts. One is with CARTS for \$20k, and the other is the Pine Street parking lot that the city shares with the County for \$9k. This category also includes insurance coverage, property tax collection and appraisal services, and legal.

The Other Charges category includes the 380 Reimbursement Agreement for Burleson Crossing and a credit amount for the proprietary funds overhead allocation back to General Fund. The Dues & Subscriptions line item includes the Air Quality Program funding of \$1,035, along with other membership dues the city participates in.

Transfers out include amounts to Vehicle/ equipment Replacement Fund, General Fund CIP, and General Fund One-time expenses.

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$51,496	\$86,579	\$76,370	\$231,200	167%
Supplies & Materials	\$49,374	\$26,510	\$23,325	\$12,425	-53.1%
Maintenance & Repairs	\$14	\$22,595	\$22,465	\$22,595	0%
Occupancy	\$85,287	\$73,000	\$91,530	\$86,815	18.9%
Contractual Services	\$561,158	\$623,551	\$587,000	\$514,000	-17.6%
Other Charges	-\$320,345	-\$429,045	-\$431,102	-\$467,934	9.1%
Contingency	\$0	\$35,000	\$0	\$35,000	0%
Transfers Out	\$238,992	\$645,894	\$645,894	\$1,296,527	100.7%
Total Expense Objects:	\$665,976	\$1,084,084	\$1,015,482	\$1,730,628	59.6%

City Manager

WHY?

To lead in a trustworthy manner so that barriers are eliminated.

Services



Expenditures Summary

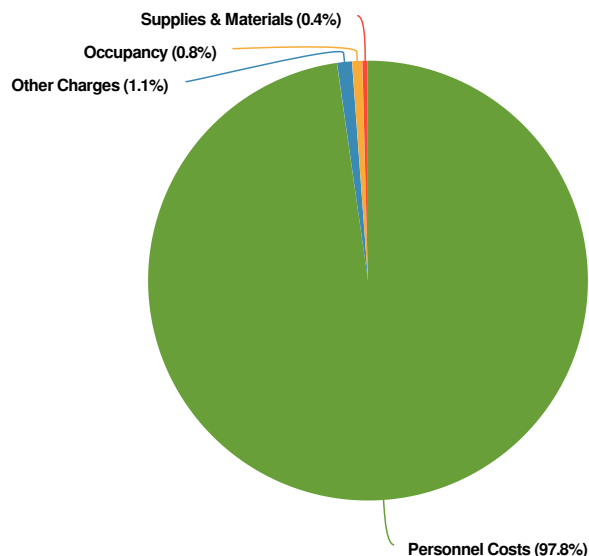
\$594,533 \$106,240
(21.76% vs. prior year)

Significant Base Budget Changes for FY 2022

The only major change is in personnel costs. The Assistant City Manager for Community Engagement was split between General Fund and Main Street budgets. This year this position is budgeted 100% in this department.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$478,769	\$473,833	\$459,712	\$581,158	22.7%
Supplies & Materials	\$2,285	\$3,460	\$3,175	\$2,375	-31.4%
Occupancy	\$3,894	\$4,300	\$4,300	\$4,500	4.7%
Contractual Services	\$84,118	\$200	\$0	\$0	-100%
Other Charges	\$6,264	\$6,500	\$3,375	\$6,500	0%
Total Expense Objects:	\$575,330	\$488,293	\$470,562	\$594,533	21.8%

FY2022 Goals

COMMUNICATION

- Create a data management cross functional team and employer of choice cross functional team to continue to breakdown silos and build cross-department solutions.

UNIQUELY BASTROP

- Pursue funding of the Old Iron Bridge rehabilitation project.

City Secretary

WHY?

To build relationships so that we enrich the lives of others. To create trust so that we protect both the legal and financial rights of the citizens of Bastrop.

Services



Expenditures Summary

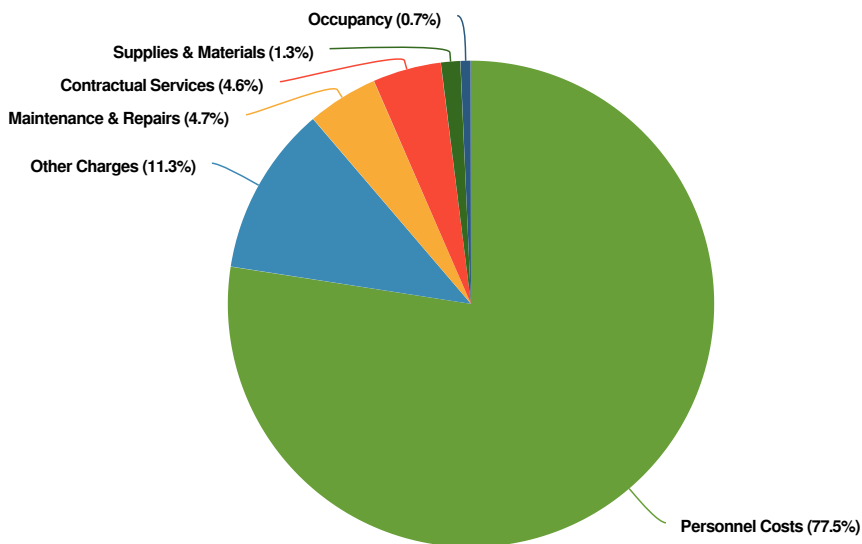
\$254,752 **-\$47,353**
(-15.67% vs. prior year)

Significant Base Budget Changes for FY 2022

This department was reduced by one FTE. That position was moved to the Community Engagement department. There was also increases in cost to codify the ordinances and election services. The \$12,000 maintenance addition is for an agenda software that will facilitate the agenda process. This would be an annual reoccurring cost.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$112,535	\$264,137	\$267,850	\$197,326	-25.3%
Supplies & Materials	\$1,688	\$2,775	\$2,112	\$3,250	17.1%
Maintenance & Repairs	\$0	\$0	\$0	\$12,000	N/A
Occupancy	\$1,418	\$1,416	\$1,393	\$1,776	25.4%
Contractual Services	\$12,092	\$10,600	\$8,016	\$11,600	9.4%
Other Charges	\$7,145	\$23,177	\$22,705	\$28,800	24.3%
Total Expense Objects:	\$134,878	\$302,105	\$302,077	\$254,752	-15.7%

FY 2022 Goals

ORGANIZATIONAL EXCELLENCE

- Purchase Agenda Management Software to help with workflow, agenda publication, packet production and minutes.
- Implement Records Management Procedures city wide.
- Produce a Request for Qualifications (RFQ) and Request for Proposal (RFP) Procedure Manual.

Finance - Administration

WHY?

To ensure financial accountability so that fiscal trust is established.

Finance Services



Expenditures Summary

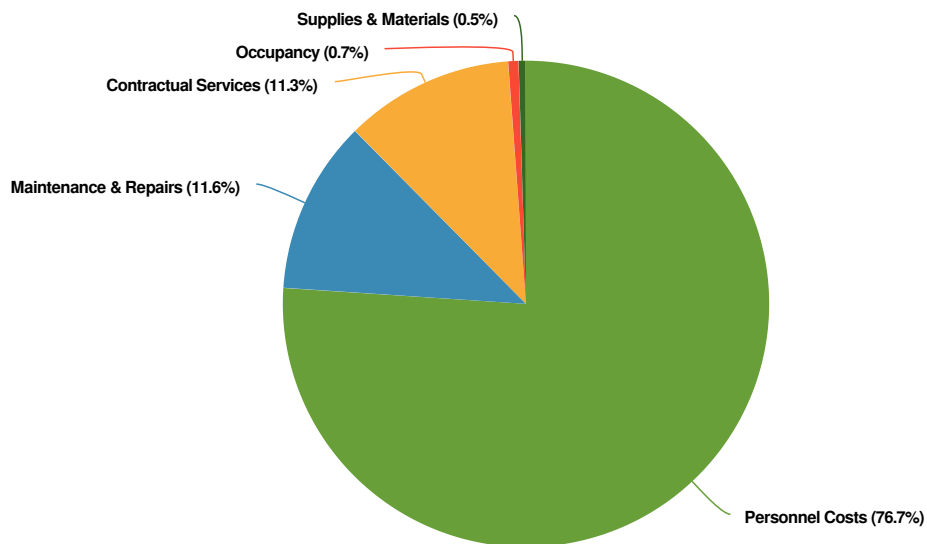
\$496,659 **\$24,399**
(5.17% vs. prior year)

Significant Base Budget Changes for FY 2022

The department has requested the addition of a more robust reporting platform for budgeting, forecasting and reporting. The increase in the maintenance & repair line item is an increased annual fee of \$21,000 to subscribe to ClearGov. This subscription will bring efficiency to the department and clear transparency to our internal and external customers.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$320,506	\$374,368	\$360,794	\$380,957	1.8%
Supplies & Materials	\$2,285	\$2,950	\$2,751	\$2,450	-16.9%
Maintenance & Repairs	\$28,152	\$36,775	\$30,500	\$57,795	57.2%
Occupancy	\$3,551	\$3,412	\$3,300	\$3,412	0%
Contractual Services	\$52,884	\$57,300	\$54,520	\$56,300	-1.7%
Other Charges	-\$5,783	-\$2,545	-\$5,255	-\$4,255	67.2%
Total Expense Objects:	\$401,595	\$472,260	\$446,610	\$496,659	5.2%

FY2022 Goals

FISCAL RESPONSIBILITY

- Continue to receive an unmodified audit opinion and the Certificate of Achievement for Excellence in Financial Reporting award from the Government Finance Officers Association for the Comprehensive Annual Financial Report.
- Upgrade Finance System from Incode V9 to V10 allowing improved ability to report across years and improved data exporting, overall improved functionality.
- Replace existing budget software with a tool that provides operational, personnel, CIP, forecasting functionality, thereby eliminating double data entry.

COMMUNICATION

- Apply for and receive the Government Finance Officers Association award for Distinguished Budget Presentation for the FY 2022 budget. This award requires the budget document to be of the highest quality and reflect excellent financial transparency to our citizens.

Finance - Utility Customer Service

WHY?

To administer accurate and timely billing, while providing exemplary customer service and education of utilities to the City of Bastrop utility customers.

Services



Expenditures Summary

\$1,047,125 \$100,620
(10.63% vs. prior year)

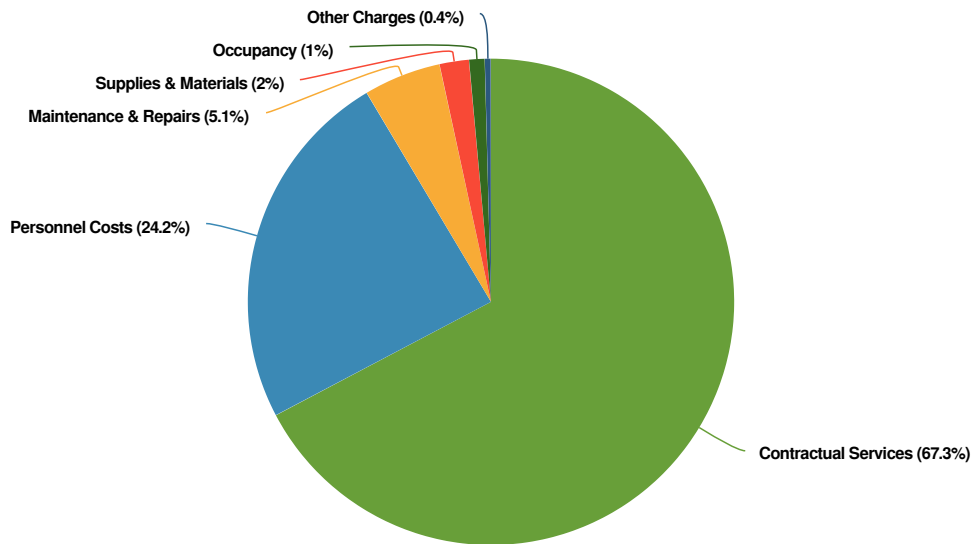
Significant Base Budget changes for FY 2022

The personnel costs reflect recommended increases that came from the compensation study received during FY 2021. The postage and printing of bills had to be increased for FY 2022. We had reduced both of these budgeted line items in FY 2021, hoping that staff could direct more customers to paperless billing. This is still a goal of the department but not as many customers have transitioned requiring more funds for those line items.

This department also facilitates the third party solid waste contract. The Contractual Service category reflects a 5% increase in the residential garbage and recycling rates paid to Waste Connections. This is offset by a revenue increase of 5%.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$235,632	\$237,999	\$239,289	\$253,215	6.4%
Supplies & Materials	\$22,444	\$16,350	\$18,700	\$20,500	25.4%
Maintenance & Repairs	\$30,900	\$49,900	\$44,000	\$53,775	7.8%
Occupancy	\$10,834	\$9,750	\$10,400	\$10,800	10.8%
Contractual Services	\$607,126	\$629,305	\$609,350	\$704,585	12%
Other Charges	\$1,836	\$3,200	\$3,500	\$4,250	32.8%
Total Expense Objects:	\$908,772	\$946,504	\$925,239	\$1,047,125	10.6%

FY2022 Goals

FISCAL RESPONSIBILITY

- Reduce costs by continuing migrating customers to the customer portal.

COMMUNICATION

- Utilize the customer portal to educate customers on utility facts.

Human Resources

WHY?

To build and share the City's "why" with current and prospective new employees. As well as supporting the City of Bastrop's entire operations by attracting and retaining a qualified, capable, and diverse workforce, filled with customer service-oriented people who are committed to providing the highest quality of exemplary service to the citizens of Bastrop.

Services



Expenditures Summary

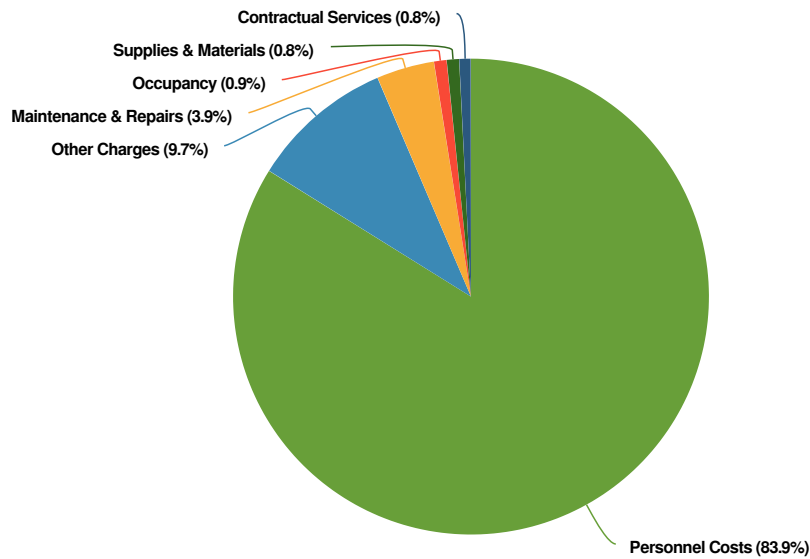
\$255,282 **\$9,999**
(4.08% vs. prior year)

Significant Base Budget Changes for FY 2022

The only major change was in personnel costs, and this was an increase in hours for the Human Resource Generalist position by 5 hours a week.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$185,236	\$205,699	\$200,555	\$214,112	4.1%
Supplies & Materials	\$2,137	\$2,150	\$2,125	\$2,150	0%
Maintenance & Repairs	\$9,081	\$9,536	\$9,540	\$10,020	5.1%
Occupancy	\$2,053	\$2,268	\$2,100	\$2,200	-3%
Contractual Services	\$0	\$2,000	\$2,000	\$2,000	0%
Other Charges	\$15,614	\$23,630	\$17,840	\$24,800	5%
Total Expense Objects:	\$214,121	\$245,283	\$234,160	\$255,282	4.1%

FY2022 Goals

COMMUNICATION

- Update Human Resources website and increase and be bold with social media.

ORGANIZATIONAL EXCELLENCE

- Continue scanning all HR documents into Laser fiche, continue compliance training, enhance safety training for all personnel, maintain pay plan integrity, monitor and maintain personnel policies for compliance with local, state, and federal laws that govern municipal employment practices, and strive to be a cultural change agent within the organization.
- Review and improve the employee evaluation process to ensure the process is efficient, effective, and a value to both the employee and city.

UNIQUELY BASTROP

- Hire a full-time Recreation Manager to move the City of Bastrop Pilot Recreation Program to a non-pilot program and begin planning for the future of recreation.



BASTROP TX

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Information Technology

WHY?

To facilitate information technology Services for efficient and effective communication.

Services



Expenditures Summary

\$506,146 \$14,047
(2.85% vs. prior year)

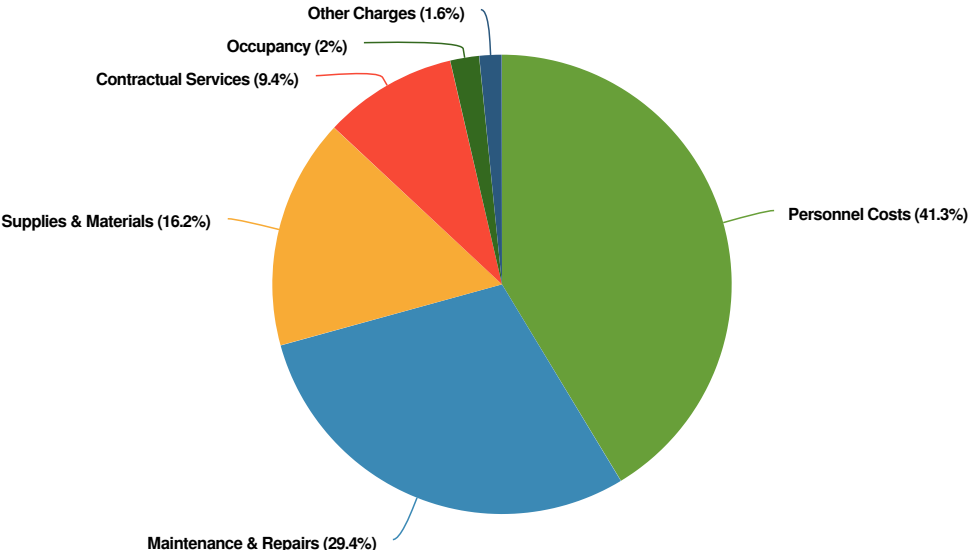
Significant Base Budget Changes for FY 2022

This budget includes the annual cost for the computer replacement program. In FY 2021, there was a mid-year budget amendment to cover this annual cost. This is now part of the annual base budget to keep all of our computers replaced on a reasonable replacement schedule to keep all staff working efficiently. The cost of some of our software maintenance contracts have also seen an annual increase.

This budget includes an increase in the transfer to the VRF for servers that were purchased in FY 2021.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$199,490	\$203,338	\$202,447	\$209,242	2.9%
Supplies & Materials	\$41,850	\$92,815	\$92,755	\$82,170	-11.5%
Maintenance & Repairs	\$148,715	\$139,340	\$139,300	\$148,710	6.7%
Occupancy	\$10,311	\$10,200	\$10,300	\$10,300	1%
Contractual Services	\$18,015	\$39,906	\$39,886	\$47,724	19.6%
Other Charges	\$1,537	\$6,500	\$6,075	\$8,000	23.1%
Total Expense Objects:	\$419,918	\$492,099	\$490,763	\$506,146	2.9%

FY2022 Goals

COMMUNICATION

- Manage various interconnected local-area networks that form the City's wide-area network.
- Upgrade City network security, accessibility and wireless access hardware.

FISCAL RESPONSIBILITY

- Analyze emerging technology and determine how and when its application becomes relevant and cost effective to City business.

ORGANIZATIONAL EXCELLENCE

- Ensure security, redundancy and availability requirements continue to be met and improved.
- Install and maintain IT equipment (such as workstations, printers, servers, and network / telecommunications hardware).
- Ensure security, redundancy and availability requirements continue to be met and improved.



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Community Engagement

WHY?

Build a strong community that our citizens form pride of place.

Services



Expenditures Summary

\$919,433 \$524,630
(132.88% vs. prior year)

Significant Base Budget Changes for FY 2022

Communication

The personnel costs were changed with an increase in FTE's of 1.15. This includes a transfer of the digital media specialist from the library and the additional 15% of the public information manager that was being coded to the Hotel Occupancy Tax Fund. This takes this division to 3.48 FTE's.

This budget includes an increase in supplies for additional filming equipment. The increase in contracted services is for professional services to enhance the staff efforts for better communication, including website improvements for parks, police recruitment efforts, and photography and videographer services.

The "other" charges category is increased by additional advertising opportunities and increased travel and training.

Recreation

This personnel budget includes one position for the recreation manager.

Administration

This department was created out of what was the special events and Reservation department. The FTE's increased from one to three, including the transfer of the special events manager (formally Convention Center Director) from the "Hotel Occupancy Tax Fund"- convention center, and the customer service specialist from the city secretary's budget.

The "supplies and materials" category is increased for additional computer equipment that is needed for staff, and the additional forms that will be generated for promoting special events.

The "contractual service" category was formally where the YMCA contract would be budgeted. All recreation costs have been moved out into a separate division under community engagement to better track those costs.

The "other" charges category includes other recreation programming costs that have also been moved to the Recreation Division budget. This category now reflects community event funding, community support funding, and administrative support reimbursement from other funds for services provided (-\$336,859).

Community Event Funding \$202,000

Christmas Lighting	\$137,000
Patriotic Festival	\$30,000
Juneteenth	\$5,000
Homecoming	\$20,000
MLK Program	\$10,000

Community Support Funding

The chart below highlights the requests received for FY 2022 funding. The criteria used by staff to evaluate the applications was:

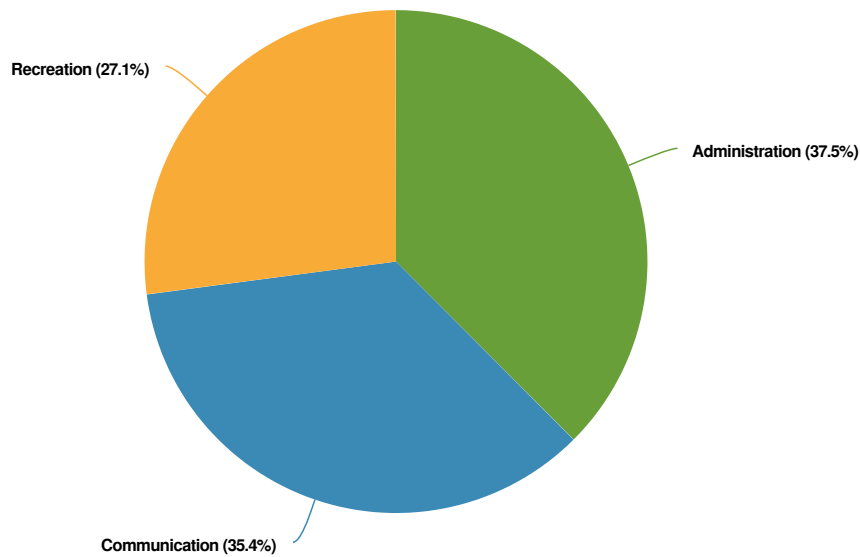
- Organization's relationship to the City's mission
- percentage of total operating funds
- details pertaining to funding request
- # of city residents served

Community Support Requests

CITY OF BASTROP				
COMMUNITY SUPPORT FUNDING REQUESTS FY2021-2022				
Organization	FY19-20 APPROVED FUNDING	FY20-21 APPROVED FUNDING	FY21-22 REQUESTED FUNDING	FY21-22 PROPOSED FUNDING
Austin Habitat for Humanity, Inc.	\$ 10,000	\$ 12,000	\$ 15,000	\$ 12,000
Bastrop County Child Welfare Board	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Bastrop County Emergency Food Pantry (incl NIBBLES prog.)	\$ 33,658	\$ 33,658	\$ 33,685	\$ 33,685
Bastrop County First Responders	\$ 14,787	\$ 15,841	\$ 17,277	\$ 17,277
Bastrop County Long Term Recovery Team	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Bastrop County Women's Shelter, Inc. - Family Crisis Center	\$ 9,200	\$ 10,000	\$ 12,000	\$ 9,500
Bastrop Pregnancy Resource Center	\$ 7,500	\$ 8,000	\$ 19,493	\$ 7,500
Children's Advocacy Center of Bastrop County	\$ 6,400	\$ 7,000	\$ 14,000	\$ 8,000
Combined Community Action, Inc.	\$ 6,400	\$ 7,000	\$ 8,000	\$ 8,000
Court Appointed Special Advocate of Bastrop County (CASA)	\$ 6,400	\$ 7,000	\$ 7,000	\$ 8,000
Feed The Need	\$ 6,500	\$ 7,000	\$ 34,474	\$ 8,000
In the Streets-Hands Up High Ministry	\$ 6,200	\$ -	\$ 15,000	\$ 8,000
Pines and Prairies Land Trust	\$ -	\$ -	\$ 24,153	\$ -
Literacy Volunteers of Bastrop	\$ 10,000	\$ -	\$ -	\$ -
TOTAL	\$ 129,045	\$ 119,499	\$ 187,929	\$ 131,962

Expenditures by Division

Budgeted Expenditures by Division



Name	Account ID	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expenditures						
Community Services						
Community Engagement						
Recreation						
Personnel Costs		\$0	\$0	\$0	\$110,000	N/A
Supplies & Materials		\$0	\$0	\$0	\$23,300	N/A
Occupancy		\$0	\$0	\$0	\$1,700	N/A
Contractual Services		\$0	\$0	\$0	\$105,500	N/A
Other Charges		\$0	\$0	\$0	\$8,500	N/A
Total Recreation:		\$0	\$0	\$0	\$249,000	N/A
Communication						
Personnel Costs		\$0	\$168,553	\$167,701	\$270,091	60.2%
Supplies & Materials		\$0	\$5,000	\$4,522	\$11,100	122%
Maintenance & Repairs		\$0	\$9,500	\$9,500	\$9,500	0%
Occupancy		\$0	\$6,350	\$6,350	\$6,350	0%
Contractual Services		\$0	\$6,750	\$5,000	\$18,000	166.7%
Other Charges		\$0	\$6,100	\$3,900	\$10,350	69.7%
Total Communication:		\$0	\$202,253	\$196,973	\$325,391	60.9%
Administration						
Personnel Costs		\$0	\$62,250	\$77,691	\$302,074	385.3%

Name	Account ID	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Supplies & Materials		\$0	\$3,300	\$3,300	\$9,600	190.9%
Occupancy		\$0	\$1,000	\$0	\$900	-10%
Contractual Services		\$0	\$107,000	\$83,000	\$12,500	-88.3%
Other Charges		\$0	\$19,000	\$16,650	\$19,968	5.1%
Total Administration:		\$0	\$192,550	\$180,641	\$345,042	79.2%
Total Community Engagement:		\$0	\$394,803	\$377,614	\$919,433	132.9%
Total Community Services:		\$0	\$394,803	\$377,614	\$919,433	132.9%
Total Expenditures:		\$0	\$394,803	\$377,614	\$919,433	132.9%

FY2022 Goals

COMMUNITY SAFETY

- Create a year-round Warn Central Texas campaign to build the communication platform for both emergency and non-emergency use.

UNIQUELY BASTROP

- Update the Parks Master Plan to shape the future decisions around Recreation and Parks.
- Create an improved experience by reviewing the Special Events Ordinance, improving event process efficiencies, drafting Special Event Planning and Implementation Guide for users.
- Host the Bastrop County Martin Luther King, Jr. Committee's 2022 event at the Bastrop Convention Center.
- Pursue development of a Hotel adjacent to the Convention Center.

ORGANIZATIONAL EXCELLENCE

- Implement brand guide and disperse throughout the organization to ensure city-wide compliance through education.

COMMUNICATION

- Design Resident Guide to be a resource to both new and settled users of city services.

Police Department

WHY?

To encourage, promote, and improve the next generation of law enforcement officers.

Services



Expenditures Summary

\$3,688,528 **\$281,972**
(8.28% vs. prior year)

Significant Base Budget Changes for FY 2022

The personnel costs in all divisions have increased by overall compensation adjustments city wide to include 2.5% step increase, 7.8% increase in health benefits, and change in longevity from \$3 to \$5 monthly. The fuel account for all divisions have increased based on the Consumer Price Index projections.

ADMINISTRATION

This budget includes an increase in FTE's by adding a Lieutenant to the department. This administrative position will supervise the Records Division, participate in grant administration, be in charge of professional standards investigation, complaint investigation, training standards, Texas Best Practices, security and overtime management, and special events planning.

Contractual service was increased by \$38k, and an increase in the dispatch contract with the county.

The other category is an increase to the training budget.

CODE ENFORCEMENT/ANIMAL CONTROL

The "contractual service" category has been increased to allow for additional costs associated with code enforcement clean up projects and chicken control efforts.

CID

The department's case load has increased significantly and requires more manpower to keep up with all the open cases. This budget includes two internal transfers, one from the Administrative Division and a sergeant from the Patrol Division. There is also one new FTE added for FY 2022. That takes this department from 3.0 FTE's to 6.0 FTE's.

All other categories are being increased in relation to the increase in personnel.

PATROL

The personnel costs have decreased year-over-year with the transfer of a Sergeant to the CID division. There was an increase in differential pay for those staff working the night shift. This was one of the recommendations that came out of the compensation study.

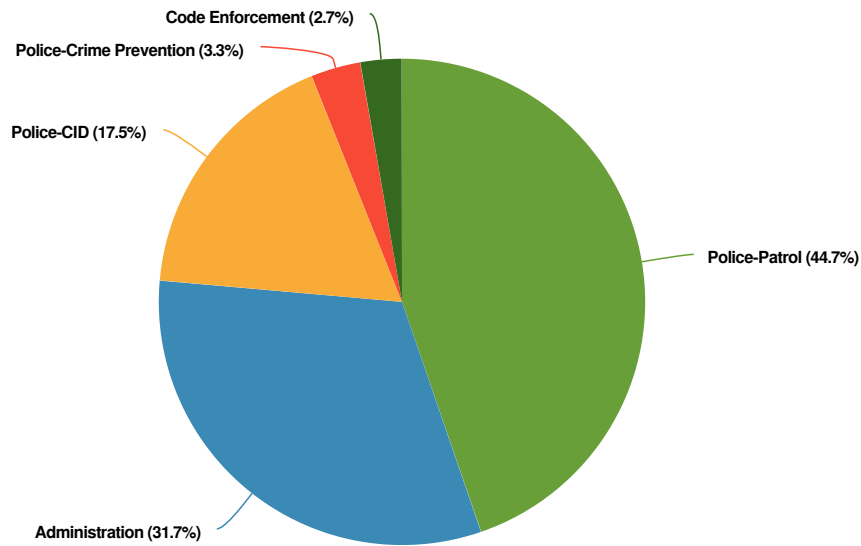
Supplies for ammunition were increased due to additional training requirements. Other charges category includes increased travel and training and a fee for the FY 2022 Independence Racial Profiling Audit.

CRIME PREVENTION

No other notable changes.

Expenditures by Function

Budgeted Expenditures by Function



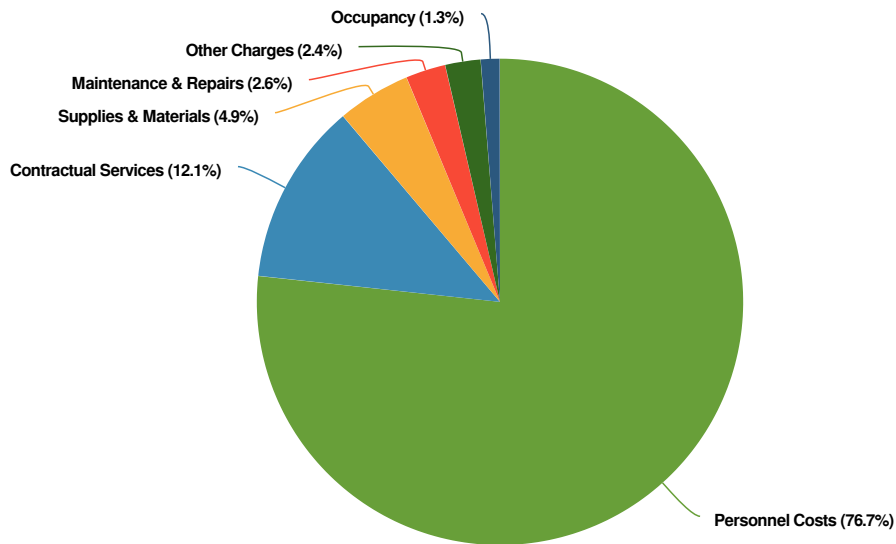
Name	Account ID	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)	Notes
Expenditures						
Public Safety						
Police						
Administration						
Personnel Costs		\$523,442	\$555,066	\$590,349	12.8%	
Supplies & Materials		\$31,567	\$28,523	\$35,931	13.8%	
Maintenance & Repairs		\$44,543	\$41,352	\$46,106	3.5%	
Occupancy		\$46,622	\$41,914	\$46,622	0%	
Contractual Services		\$378,551	\$381,951	\$417,179	10.2%	
Other Charges		\$25,910	\$15,390	\$32,260	24.5%	
Total Administration:		\$1,050,635	\$1,064,196	\$1,168,447	11.2%	
Code Enforcement						
Personnel Costs		\$62,204	\$63,809	\$64,983	4.5%	
Supplies & Materials		\$3,875	\$1,820	\$3,975	2.6%	
Maintenance & Repairs		\$4,102	\$3,051	\$4,502	9.8%	
Contractual Services		\$5,225	\$3,500	\$10,615	103.2%	
Other Charges		\$19,800	\$18,550	\$17,135	-13.5%	
Total Code Enforcement:		\$95,206	\$90,730	\$101,210	6.3%	
Police-CID						
Personnel Costs		\$281,515	\$286,310	\$602,004	113.8%	

POLICE

Name	Account ID	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)	Notes
Supplies & Materials		\$3,550	\$2,850	\$20,787	485.5%	
Maintenance & Repairs		\$5,914	\$2,180	\$8,622	45.8%	
Contractual Services		\$3,000	\$2,400	\$3,500	16.7%	
Other Charges		\$6,796	\$7,490	\$12,120	78.3%	
Total Police-CID:		\$300,775	\$301,230	\$647,033	115.1%	
Police-Patrol						
Personnel Costs		\$1,581,325	\$1,378,726	\$1,461,562	-7.6%	
Supplies & Materials		\$103,275	\$88,151	\$114,372	10.7%	
Maintenance & Repairs		\$30,330	\$45,000	\$37,240	22.8%	
Contractual Services		\$15,000	\$13,500	\$15,000	0%	
Other Charges		\$13,720	\$13,720	\$21,761	58.6%	
Total Police-Patrol:		\$1,743,650	\$1,539,097	\$1,649,935	-5.4%	
Police-Crime Prevention						
Personnel Costs		\$104,824	\$100,955	\$110,392	5.3%	
Supplies & Materials		\$3,650	\$2,050	\$5,195	42.3%	
Maintenance & Repairs		\$3,144	\$2,399	\$1,108	-64.8%	
Contractual Services		\$1,338	\$0	\$1,338	0%	
Other Charges		\$2,650	\$300	\$3,870	46%	
Total Police-Crime Prevention:		\$115,606	\$105,704	\$121,903	5.4%	
Total Police:		\$3,305,872	\$3,100,957	\$3,688,528	11.6%	
Emergency Management						
Supplies & Materials		\$77,411	\$65,656	\$0	-100%	
Maintenance & Repairs		\$3,200	\$0	\$0	-100%	
Occupancy		\$9,070	\$7,540	\$0	-100%	
Contractual Services		\$7,253	\$7,619	\$0	-100%	
Other Charges		\$3,750	\$0	\$0	-100%	
Capital Outlay		\$0	\$13,124	\$0	0%	
Total Emergency Management		\$100,684	\$93,939	\$0	-100%	
Total Public Safety:		\$3,406,556	\$3,194,896	\$3,688,528	8.3%	
Total Expenditures:		\$3,406,556	\$3,194,896	\$3,688,528	8.3%	

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$2,448,647	\$2,553,310	\$2,384,866	\$2,829,290	10.8%
Supplies & Materials	\$187,118	\$223,328	\$189,050	\$180,260	-19.3%
Maintenance & Repairs	\$109,123	\$91,233	\$93,982	\$97,578	7%
Occupancy	\$53,746	\$55,692	\$49,454	\$46,622	-16.3%
Contractual Services	\$404,777	\$410,367	\$408,970	\$447,632	9.1%
Other Charges	\$57,972	\$72,626	\$55,450	\$87,146	20%
Capital Outlay	\$0	\$0	\$13,124	\$0	0%
Total Expense Objects:	\$3,261,383	\$3,406,556	\$3,194,896	\$3,688,528	8.3%

FY2022 Goals

COMMUNITY SAFETY

- Hire a Lieutenant position over administration who will provide supervision of records division, grants, overtime management, best practices, audits, professional standards investigations, and special events planning.
- Hire a Criminal Investigator to proactively investigate, timely prepare cases for the District Attorney, properly investigate crimes, and positively impact clearance rates.

COMMUNICATION

- Apply for and receive the Government Finance Officers Association award for Distinguished Budget Presentation for the FY 2022 budget. This award requires the budget document to be of the highest quality and reflect excellent financial transparency to our citizens.

FISCAL RESPONSIBILITY

- Continue to receive an unmodified audit opinion and the Certificate of Achievement for Excellence in Financial Reporting award from the Government Finance Officers Association for the Comprehensive Annual Financial Report.

Fire Department

WHY?

To advocate and educate so that our community has a safe future.

Services



Expenditures Summary

\$1,209,008 \$192,132
(18.89% vs. prior year)

Significant Base Budget Changes for FY 2022

The personnel costs in all divisions have increased by overall compensation adjustments city-wide to include 2.5% step increase, 7.8% increase in health benefits, and a change in longevity from \$3 to \$5 monthly, certification pay for qualified firefighters, which were all recommendations from the compensation study received in FY 2021. The fuel account for all divisions has increased based on the Consumer Price Index projections.

ADMINISTRATION

The supplies category is up due to some small equipment replacements needed. The other category is increased for additional membership dues.

OPERATIONAL

This budget includes an additional full-time Firefighter for the day shift, as well as benefits, supplies and equipment that go with that position.

The contractual service includes the cost of a medical director expense. The current arrangement is a memorandum of understanding with the county. Having our own contract will ensure ongoing compliance with conducting review on calls, in-house training, and periodic testing of personnel.

VOLUNTEER

No significant changes.

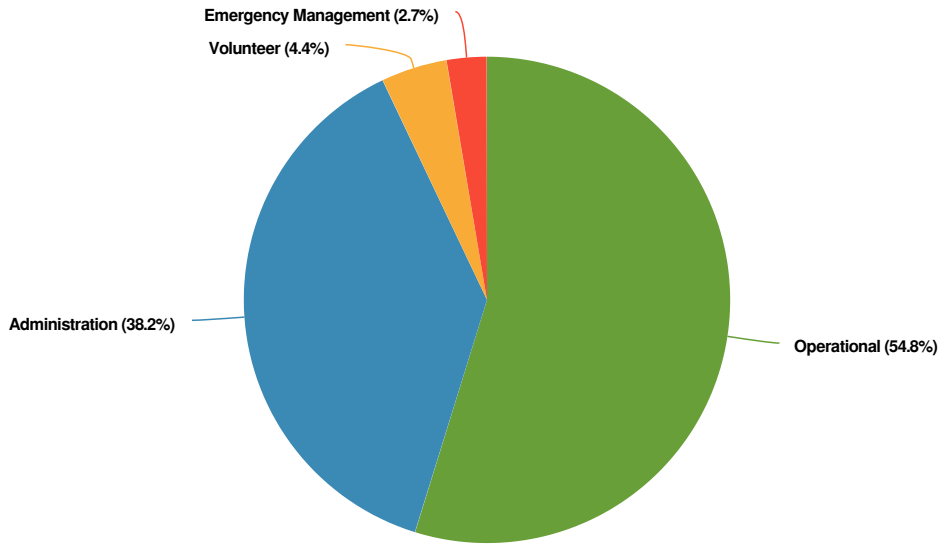
EMERGENCY MANAGEMENT

This division previously resided in the Police Department budget but is better suited in the Fire Department as the fire chief is the emergency management coordinator for the city.

No significant changes were made to the budget.

Expenditures by Function

Budgeted Expenditures by Function



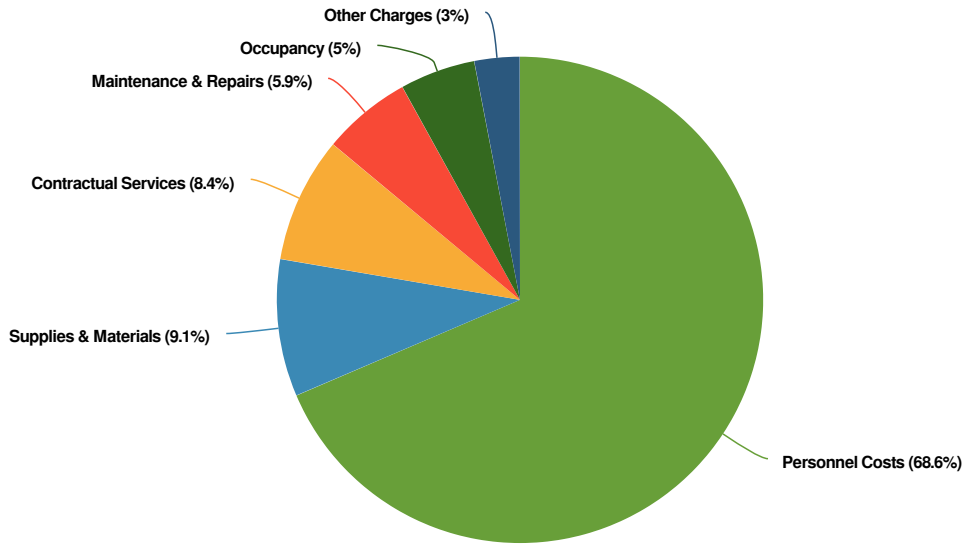
Name	Account ID	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)	Notes
Expenditures						
Public Safety						
Fire						
Administration						
Personnel Costs		\$254,994	\$258,082	\$269,863	5.8%	
Supplies & Materials		\$26,890	\$28,290	\$32,990	22.7%	
Maintenance & Repairs		\$10,414	\$15,814	\$10,814	3.8%	
Occupancy		\$51,510	\$50,500	\$53,010	2.9%	
Contractual Services		\$73,993	\$74,443	\$74,443	0.6%	
Other Charges		\$16,315	\$17,025	\$20,235	24%	
Total Administration:		\$434,116	\$444,154	\$461,355	6.3%	
Operational						
Personnel Costs		\$423,142	\$392,885	\$531,773	25.7%	
Supplies & Materials		\$37,035	\$36,335	\$47,835	29.2%	
Maintenance & Repairs		\$58,861	\$58,861	\$60,861	3.4%	
Contractual Services		\$950	\$1,500	\$15,710	1,553.7%	
Other Charges		\$9,930	\$6,250	\$6,250	-37.1%	
Total Operational:		\$529,918	\$495,831	\$662,429	25%	
Volunteer						
Personnel Costs		\$27,422	\$27,370	\$27,511	0.3%	

FIRE

Name	Account ID	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)	Notes
Supplies & Materials		\$15,570	\$15,570	\$15,570	0%	
Contractual Services		\$3,600	\$3,600	\$3,600	0%	
Other Charges		\$6,250	\$6,250	\$6,250	0%	
Total Volunteer:		\$52,842	\$52,790	\$52,931	0.2%	
Emergency Management						
Supplies & Materials				\$13,750	N/A	
Occupancy				\$7,540	N/A	
Contractual Services				\$7,253	N/A	
Other Charges				\$3,750	N/A	
Total Emergency Management:				\$32,293	N/A	
Total Fire:		\$1,016,876	\$992,775	\$1,209,008	18.9%	
Total Public Safety:		\$1,016,876	\$992,775	\$1,209,008	18.9%	
Total Expenditures:		\$1,016,876	\$992,775	\$1,209,008	18.9%	

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$522,886	\$705,558	\$678,337	\$829,147	17.5%
Supplies & Materials	\$51,329	\$79,495	\$80,195	\$110,145	38.6%
Maintenance & Repairs	\$75,840	\$69,275	\$74,675	\$71,675	3.5%
Occupancy	\$46,024	\$51,510	\$50,500	\$60,550	17.5%
Contractual Services	\$72,928	\$78,543	\$79,543	\$101,006	28.6%
Other Charges	\$26,528	\$32,495	\$29,525	\$36,485	12.3%
Capital Outlay	\$18,461	\$0	\$0	\$0	0%
Total Expense Objects:	\$813,996	\$1,016,876	\$992,775	\$1,209,008	18.9%

FY 2022 Goals

ORGANIZATIONAL EXCELLENCE

- Add an additional full-time firefighter for the day shift to reduce the times the Fire Chief has to ride on calls, allowing him to focus more on administrative duties and inspections of current structures.
- Ensure all employees in emergency management roles have completed all necessary training.

COMMUNITY SAFETY

- Manage all scenes to ensure the safety of all citizens and fire personnel.

Municipal Court

WHY?

To provide a fair and equitable court of record in a user-friendly environment.

Services



Expenditures Summary

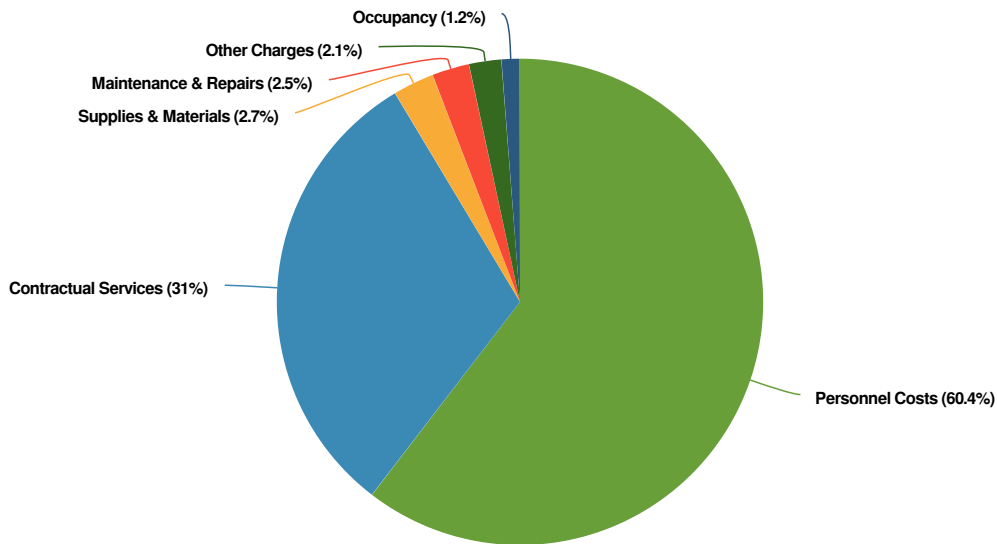
\$361,817 \$16,115
(4.66% vs. prior year)

Significant Base Budget Changes for FY 2022

Personnel costs are up, due to the implementation of the compensation study recommendations for several positions within this department. The department is requesting to replace some small office equipment, which is the increase in supplies. The legal services have been increased to account for additional trials this year due to the delay that was caused by COVID in FY 2021.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$193,136	\$210,051	\$192,507	\$218,617	4.1%
Supplies & Materials	\$7,619	\$7,900	\$7,400	\$9,900	25.3%
Maintenance & Repairs	\$9,890	\$8,300	\$8,100	\$9,000	8.4%
Occupancy	\$4,313	\$4,400	\$4,200	\$4,400	0%
Contractual Services	\$92,714	\$107,200	\$98,223	\$112,150	4.6%
Other Charges	\$4,521	\$7,850	\$4,350	\$7,750	-1.3%
Total Expense Objects:	\$312,193	\$345,701	\$314,780	\$361,817	4.7%

FY 2022 Goals

ORGANIZATIONAL EXCELLENCE

- Monitor open docket report and reduce open cases by 10%

Planning

WHY?

To facilitate growth so that the community's development and future are sustainable.

Services



Expenditures Summary

\$1,183,664 **\$71,737**
(6.45% vs. prior year)

Significant Base Budget Changes for FY 2022

PLANNING

In personnel costs, the director of planning was removed (budgeted at .5 in FY 2021), and a full-time administrative assistant was added. This was a reduction in total budget for this category year-over-year. All other categories are showing a reduction in the budget amount being requested except professional services. This account has been increased to allow for third-party services to augment planning staff for plan review and GIS services.

BUILDING INSPECTION

In personnel costs, the building inspector position was eliminated and these costs were moved down into the contractual category. The City is using a third party to facilitate these inspections. A new position was created for code compliance officer, to better protect the citizens and businesses by enforcing the codes that protect health and safety, as well as maintain private property to provide for future sustainability of the city.

The increase in supplies was for replacement of some small office equipment. There was added training in the other category.

Expenditures by Function

Name	Account ID	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)	Notes
Expenditures						
Development Services						
Building Inspection						
Personnel Costs		\$286,334	\$190,137	\$243,127	-15.1%	
Supplies & Materials		\$6,600	\$6,000	\$9,700	47%	
Maintenance & Repairs		\$3,000	\$600	\$1,430	-52.3%	
Occupancy		\$2,160	\$2,160	\$3,160	46.3%	
Contractual Services		\$251,500	\$360,900	\$364,382	44.9%	
Other Charges		\$9,750	\$3,995	\$10,200	4.6%	
Total Building Inspection:		\$559,344	\$563,792	\$631,999	13%	
Planning						
Personnel Costs		\$446,223	\$350,599	\$436,564	-2.2%	
Supplies & Materials		\$11,350	\$11,100	\$8,770	-22.7%	
Maintenance & Repairs		\$16,750	\$14,325	\$14,750	-11.9%	
Occupancy		\$5,960	\$5,936	\$5,480	-8.1%	
Contractual Services		\$27,700	\$34,000	\$44,101	59.2%	
Other Charges		\$44,600	\$40,500	\$42,000	-5.8%	
Capital Outlay		\$0	\$5,151	\$0	0%	
Total Planning:		\$552,583	\$461,611	\$551,665	-0.2%	
Total Development Services:		\$1,111,928	\$1,025,403	\$1,183,664	6.5%	
Total Expenditures:		\$1,111,928	\$1,025,403	\$1,183,664	6.5%	

FY 2022 Goals

COMMUNICATION

- Work with the community to help businesses come into compliance with the sign code through education and enforcement.

ORGANIZATIONAL EXCELLENCE

- Hire a Planning Administrative Assistant.
- MyGov end-user experience through data review, community education resources, information collection, and review of best practices.

COMMUNITY SAFETY

- Facilitate the issuance of Certificates of Occupancy for older commercial structures, especially downtown.



BASTROP TX

Heart of the Lost Pines

Est. 1832

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Engineering and Project Management

WHY?

To assist in analyzing, designing, constructing, and maintaining the city's assets to maintain the community's expected level of service, therefore allowing the community to grow uniquely, healthy, sustainably, and resiliently.

Services



Expenditures Summary

\$356,422 \$281,222
(373.97% vs. prior year)

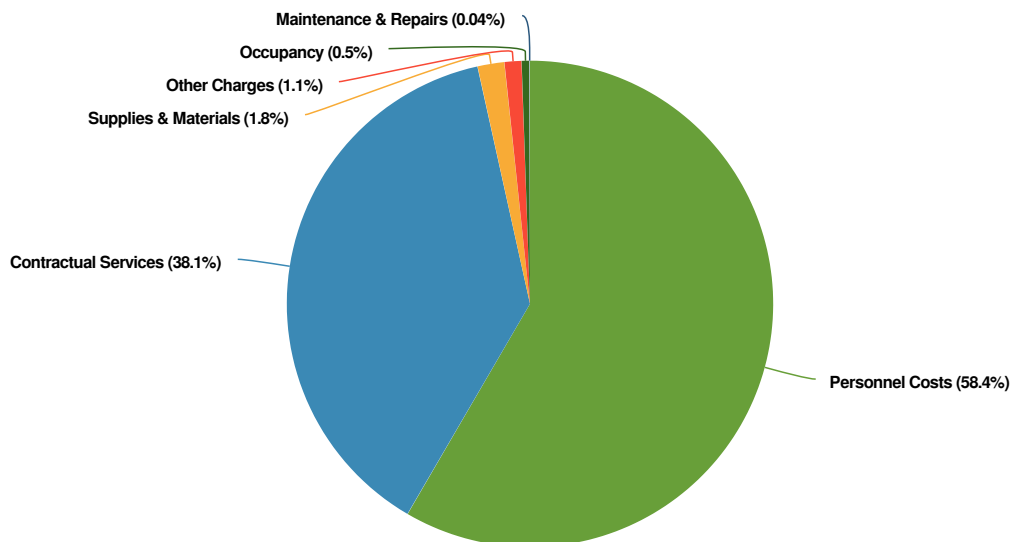
Significant Base Budget Changes for FY 2022

In mid-year of FY 2021, the savings from the director of planning was used to fund a city engineer position. This function had been outsourced to a third party prior to this. There is still professional fees associated with third party engineering to assist with plan review on an as-needed basis. The FY 2022 budget also reflects a transfer of the construction manager position from public works administration department to the Engineering department. So for FY 2022, this budget went from none to two FTE's.

There is replacements of small computer equipment under the supplies category. The cost of communication for this new staff is included under occupancy. Contractual services include the additional third party outsourcing required to keep up with the heightened development that is occurring right now in the city. The "other category includes additional travel and training costs for new staff positions.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$754	\$0	\$72,150	\$208,172	N/A
Supplies & Materials	\$1,341	\$200	\$310	\$6,400	3,100%
Maintenance & Repairs	\$5,008	\$0	\$5,008	\$150	N/A
Occupancy	\$1,627	\$0	\$1,300	\$1,800	N/A
Contractual Services	\$53,200	\$75,000	\$55,900	\$135,900	81.2%
Other Charges	\$2,012	\$0	\$2,015	\$4,000	N/A
Total Expense Objects:	\$63,942	\$75,200	\$136,683	\$356,422	374%

FY 2022 Goals

MANAGE GROWTH

- Update Drainage Master Plan to address local flood problem areas.

Public Works

WHY?

To keep our city running smoothly and efficiently through its dedicated employees that strive to plan, design, build, repair, maintain, and operate public infrastructure and open spaces in a manner that respects the environment while ensuring that citizens and visitors of Bastrop have access to safe streets and parks.

Service



Expenditures Summary

\$2,784,092 **\$155,481**
(5.91% vs. prior year)

Significant Base Budget Changes for FY 2022

The personnel costs have increased by overall compensation adjustments city wide to include 2.5% step increase, 7.8% increase in health benefits, and change in longevity from \$3 to \$5 monthly.

ADMINISTRATION

The personnel costs have been reduced by the transfer of the construction manager position to the Engineering Department.

The "supplies and materials" category are increased to allow the department to furnish the newly remodeled Public Works facility with lockers and additional supplies. There is also a need for additional safety equipment such as additional AED's and first aid supplies.

Contractual services reflect an increase in the vehicle replacement fee for additional vehicles and equipment purchased in FY 2021.

STREETS/DRAINAGE

The "supplies and materials" category are increased for additional hot-mix for ongoing street patching projects.

PARKS

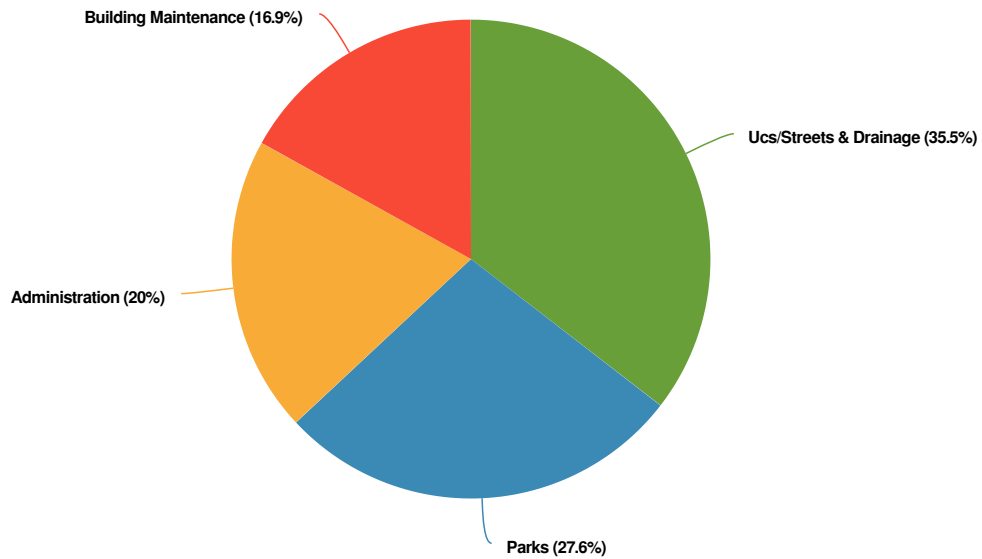
Contractual services reflect an increase in the vehicle replacement fee for additional vehicles and equipment purchased in FY 2021.

BUILDING MAINTENANCE

The personnel costs have been increased with the transfer of three facility staff positions previously budgeted out of the Convention Center budget in the Hotel Occupancy tax fund.

Expenditures by Division

Budgeted Expenditures by Division



Name	Account ID	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)	Notes
Expenditures						
General Government						
Public Works						
Administration						
Personnel Costs		\$339,188	\$335,733	\$208,875	-38.4%	
Supplies & Materials		\$13,270	\$11,704	\$26,895	102.7%	
Maintenance & Repairs		\$0	\$80	\$150	N/A	
Occupancy		\$12,000	\$9,175	\$9,600	-20%	
Contractual Services		\$272,008	\$257,209	\$299,187	10%	
Other Charges		\$13,615	\$10,907	\$12,400	-8.9%	
Total Administration:		\$650,081	\$624,808	\$557,107	-14.3%	
Ucs/Streets & Drainage						
Personnel Costs		\$732,339	\$686,891	\$742,065	1.3%	
Supplies & Materials		\$92,630	\$91,774	\$118,500	27.9%	
Maintenance & Repairs		\$79,800	\$74,813	\$113,600	42.4%	
Contractual Services		\$13,475	\$8,000	\$10,000	-25.8%	
Other Charges		\$1,500	\$4,113	\$3,500	133.3%	
Total Ucs/Streets & Drainage:		\$919,744	\$865,591	\$987,665	7.4%	
Building Maintenance						

Name	Account ID	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)	Notes
Personnel Costs		\$207,610	\$201,070	\$379,902	83%	
Supplies & Materials		\$30,800	\$25,775	\$27,500	-10.7%	
Maintenance & Repairs		\$61,267	\$46,430	\$56,450	-7.9%	
Occupancy		\$600	\$500	\$600	0%	
Contractual Services		\$6,369	\$5,819	\$6,219	-2.4%	
Other Charges		\$1,300	\$250	\$800	-38.5%	
Capital Outlay		\$12,000	\$12,000	\$0	-100%	
Total Building Maintenance:		\$319,946	\$291,844	\$471,471	47.4%	
Total Public Works:		\$1,889,771	\$1,782,243	\$2,016,243	6.7%	
Total General Government:		\$1,889,771	\$1,782,243	\$2,016,243	6.7%	
Community Services						
Parks						
Personnel Costs		\$513,938	\$458,223	\$537,139	4.5%	
Supplies & Materials		\$36,650	\$37,845	\$36,300	-1%	
Maintenance & Repairs		\$89,365	\$60,168	\$83,350	-6.7%	
Occupancy		\$73,620	\$65,872	\$74,620	1.4%	
Contractual Services		\$19,517	\$16,017	\$32,090	64.4%	
Other Charges		\$5,750	\$3,200	\$4,350	-24.3%	
Total Parks:		\$738,840	\$641,325	\$767,849	3.9%	
Total Community Services:		\$738,840	\$641,325	\$767,849	3.9%	
Total Expenditures:		\$2,628,611	\$2,423,568	\$2,784,092	5.9%	

FY 2022 Goals

UNIQUELY BASTROP

- Resurface the surface of the Splash Pad at Fisherman's Park.
- Update the Pavement Condition Index to allow good decisions with accurate data for future maintenance efforts.

Library

WHY?

To provide services that enhance the lives of our citizens.

Services



Expenditures Summary

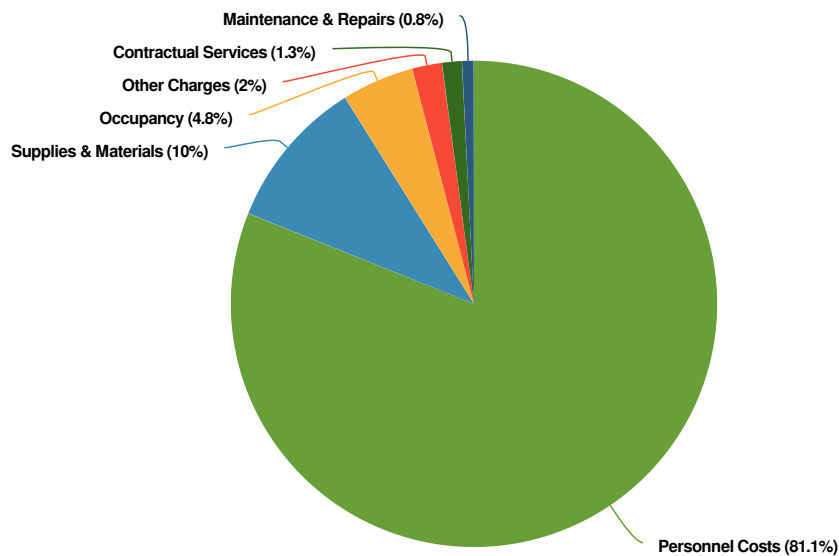
\$677,500 - \$20,892
(-2.99% vs. prior year)

Significant Base Budget Changes for FY 2022

The proposed budget is a reduction from the FY 2021 approved budget. This department reduced total FTE's by .375.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$579,381	\$551,827	\$457,598	\$549,285	-0.5%
Supplies & Materials	\$67,276	\$70,670	\$65,000	\$68,050	-3.7%
Maintenance & Repairs	\$3,687	\$5,880	\$3,430	\$5,280	-10.2%
Occupancy	\$27,162	\$29,000	\$26,580	\$32,420	11.8%
Contractual Services	\$11,573	\$23,140	\$8,150	\$9,000	-61.1%
Other Charges	\$11,655	\$17,875	\$13,535	\$13,465	-24.7%
Total Expense Objects:	\$700,734	\$698,392	\$574,293	\$677,500	-3%

FY 2022 Goals

UNIQUELY BASTROP

- Small updates to the Library to promote visual appeal and fictionality.

Water/Wastewater

WHY?

To protect the public's health and safety through proper treatment, operation, and maintenance of the water and wastewater systems.

Department Description

The Water/Wastewater Fund is utilized to account for the financial activities related to the provision of water and wastewater services to residents in the City's service territory. The City's Water and Wastewater divisions are separated into four (4) subcategories: Administration, Water Distribution/Collection, Wastewater Treatment, and Water Treatment. Water distribution provides clean water to approximately 3,960 meter connections. Wastewater collection conveys the wastewater leaving our homes and businesses to a wastewater treatment plant through approximately 63 miles of sewer main lines. Wastewater treatment is vital to maintaining a safe and clean drinking water source and protection of our river's ecosystem. Department

Services



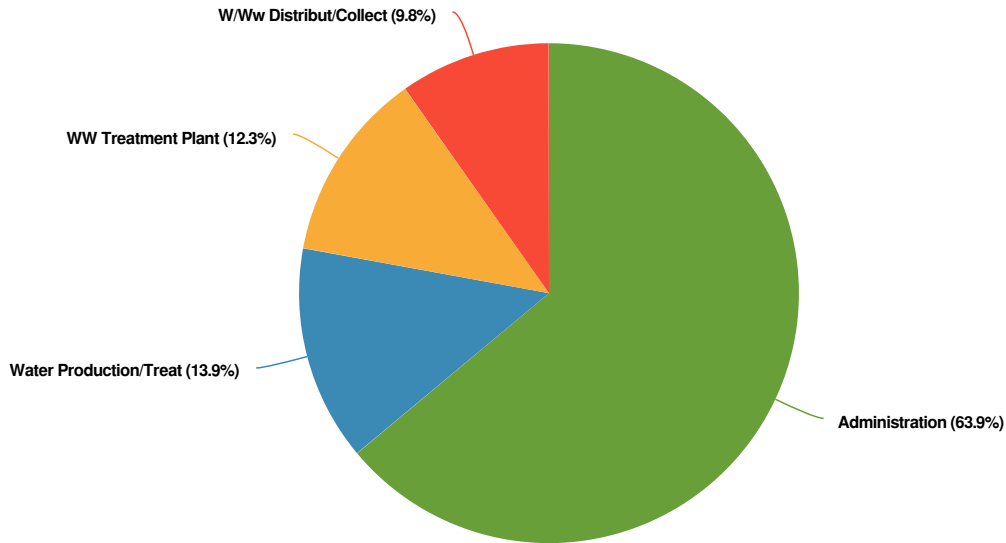
Expenditures Summary

\$7,442,749 **\$1,228,877**
(19.78% vs. prior year)

Expenditures by Function

The water and wastewater Fund is separated into four divisions: administration, water and wastewater distribution/collection, water production/treatment, and wastewater treatment.

W/WW Divisions



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expenditures					
Water/Wastewater					
Administration					
Personnel Costs	\$263,383	\$165,452	\$173,369	\$298,707	80.5%
Supplies & Materials	\$13,518	\$28,700	\$19,717	\$29,700	3.5%
Maintenance & Repairs	\$11,046	\$33,658	\$23,400	\$7,780	-76.9%
Occupancy	\$12,067	\$16,000	\$13,900	\$14,500	-9.4%
Contractual Services	\$746,246	\$1,049,381	\$988,709	\$1,054,187	0.5%
Other Charges	\$419,052	\$33,470	\$25,376	\$30,470	-9%
Contingency	\$0	\$10,000	\$0	\$10,000	0%
Capital Outlay	\$5,524	\$0	\$0	\$0	0%
Debt Service	\$104,969	\$0	\$0	\$0	0%
Transfers Out	\$23,328,192	\$2,185,176	\$2,185,176	\$3,314,280	51.7%
Total Administration:	\$24,903,997	\$3,521,837	\$3,429,647	\$4,759,624	35.1%
W/Ww Distrib/Collect					
Personnel Costs	\$392,728	\$463,629	\$393,102	\$475,902	2.6%
Supplies & Materials	\$69,779	\$73,262	\$73,157	\$81,820	11.7%
Maintenance & Repairs	\$108,110	\$108,000	\$84,848	\$87,500	-19%
Occupancy	\$3,455	\$0	\$0	\$0	0%

WATER & WASTEWATER

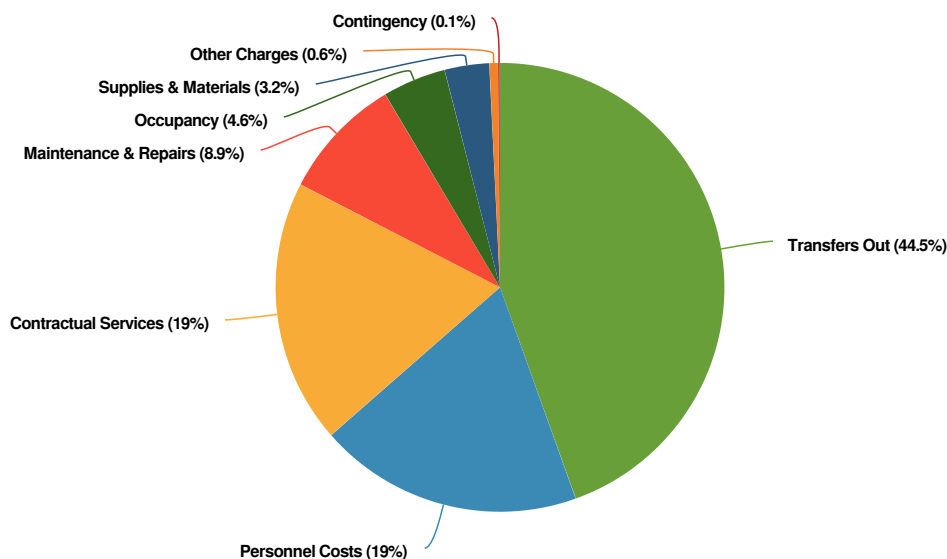
Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Contractual Services	\$62,310	\$77,181	\$84,482	\$76,801	-0.5%
Other Charges	\$1,063	\$4,500	\$2,765	\$4,500	0%
Capital Outlay	\$6,000	\$0	\$193,011	\$0	0%
Total W/Ww Distribut/Collect:	\$643,445	\$726,572	\$831,365	\$726,523	0%
Water Production/Treat					
Personnel Costs	\$228,167	\$297,889	\$295,122	\$326,391	9.6%
Supplies & Materials	\$77,144	\$83,750	\$84,200	\$87,350	4.3%
Maintenance & Repairs	\$138,306	\$280,800	\$268,450	\$280,800	0%
Occupancy	\$124,465	\$145,800	\$137,110	\$145,800	0%
Contractual Services	\$163,569	\$191,666	\$180,249	\$191,484	-0.1%
Other Charges	\$1,507	\$5,682	\$2,420	\$5,690	0.1%
Total Water Production/Treat:	\$733,158	\$1,005,587	\$967,551	\$1,037,515	3.2%
WW Treatment Plant					
Personnel Costs	\$212,272	\$291,232	\$257,857	\$315,873	8.5%
Supplies & Materials	\$32,309	\$40,260	\$36,269	\$40,000	-0.6%
Maintenance & Repairs	\$216,688	\$286,500	\$262,642	\$285,300	-0.4%
Occupancy	\$221,370	\$244,000	\$165,662	\$180,000	-26.2%
Contractual Services	\$64,864	\$92,204	\$89,174	\$92,234	0%
Other Charges	\$1,154	\$5,680	\$2,840	\$5,680	0%
Total WW Treatment Plant:	\$748,657	\$959,876	\$814,444	\$919,087	-4.2%
Total Water/Wastewater:	\$27,029,257	\$6,213,872	\$6,043,007	\$7,442,749	19.8%
Total Expenditures:	\$27,029,257	\$6,213,872	\$6,043,007	\$7,442,749	19.8%

Expenditures by Expense Type

Significant changes were made to the following two expense categories:

- Personnel costs include the addition of one FTE. The position of administrative assistant has been added to the Administrative Division. This position was needed to help the department keep up with work orders, reporting.....
- Transfer out is to the W/WW Debt Service Fund. This is the amount needed to meet the current debt obligations. This amount will continue to increase as we continue to issue bonds for the construction of the new WWTP#3 and the new water plant.

Budgeted Expenditures by Expense Type



Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Proposed Budget	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$1,096,550	\$1,218,202	\$1,119,450	\$1,416,873	16.3%
Supplies & Materials	\$192,750	\$225,972	\$213,343	\$238,870	5.7%
Maintenance & Repairs	\$474,150	\$708,958	\$639,340	\$661,380	-6.7%
Occupancy	\$361,357	\$405,800	\$316,672	\$340,300	-16.1%
Contractual Services	\$1,036,989	\$1,410,432	\$1,342,614	\$1,414,706	0.3%
Other Charges	\$422,776	\$49,332	\$33,401	\$46,340	-6.1%
Contingency	\$0	\$10,000	\$0	\$10,000	0%
Capital Outlay	\$11,524	\$0	\$193,011	\$0	0%
Debt Service	\$104,969	\$0	\$0	\$0	0%
Transfers Out	\$23,328,192	\$2,185,176	\$2,185,176	\$3,314,280	51.7%
Total Expense Objects:	\$27,029,257	\$6,213,872	\$6,043,007	\$7,442,749	19.8%

Hotel Occupancy Tax

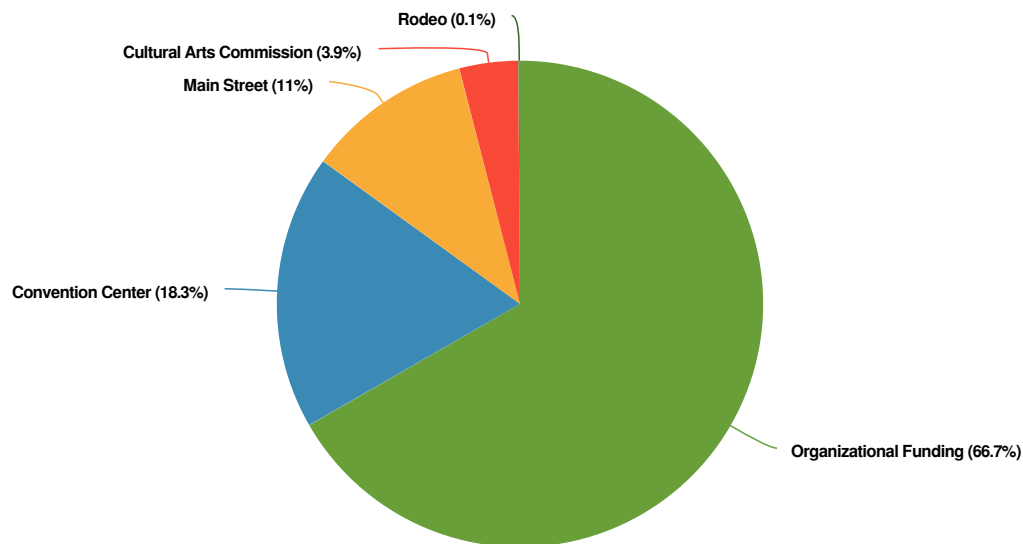
The Hotel Tax Fund is utilized primarily to account for the receipt and expenditures of funds received by the City from the assessment of hotel occupancy tax. This fund includes several departments; Convention Center, Main Street Program, Cultural Arts Commission, and the Rodeo Arena.

Expenditures Summary

\$2,780,873 **-\$14,138**
(-0.51% vs. prior year)

Expenditures by Function

Budgeted Expenditures by Function



ORGANIZATIONAL FUNDING

This department is where the city appropriates funding to our community assets and to Visit Bastrop. Those community assets include the Bastrop Opera House, Bastrop County Historical Society & Visitor Center, and the Lost Pines Art Center.

Community Assets Funding

These organizations received the full amount of funding that was requested in FY 2020, despite the reduction in services due to COVID-19. The City Council asked each organization to review their budgets and to roll-over any funds underutilized in FY 2020 into FY 2021.

The FY 2022 proposed funding for each organization is:

Organization	FY 19-20 Approved Funding	FY 20-21 Approved Funding	FY 21-22 Requested Funding	FY 21-22 Proposed Funding
Bastrop County Historical Society Museum	\$109,752	\$85,968	\$126,905	\$126,905
Bastrop County Historical Society Visitor Center	\$59,372	\$40,529	\$68,338	\$68,338
Bastrop Opera House	\$126,000	\$66,175	\$118,806	\$118,806
Lost Pines Art Center	\$85,000	\$65,000	\$89,516	\$60,000
TOTALS	\$380,124	\$257,672	\$403,565	\$374,049

Visit Bastrop

Funding provided to Visit Bastrop is established through a contractual agreement. The contract states the City will target 50% of the new Hotel Occupancy Tax (HOT) revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's outstanding debt secured by HOT funds. The amount should not be less than 45% of the total HOT revenues. The FY 2022 payment was calculated per the contract at \$792,824 based on the projected Hotel Occupancy Tax revenue of \$1,981,350. This funding amount does include \$75,000 for special event funding.

Contractual Service

HOTEL OCCUPANCY TAX

The city contracts with Avenu Insights & Analytics to provide administrative support with collecting, auditing and discovery related to Hotel Tax. This is also where the administrative support paid to the General Fund is recorded .

Transfer Out

This transfer represents the outstanding debt secured by HOT funds to the Debt Service Fund.

CONVENTION CENTER

The most significant change in this budget is the removal of all personnel costs. All staff have been moved to the General Fund. The contractual service line includes \$87,663 in administrative support expenses paid to the General Fund for event and building support.

MAIN STREET PROGRAM

The most significant change in this budget is also the removal of all personnel costs. All staff have been moved to the General Fund. The contractual service line includes \$77,707 in administrative support expenses paid to the General Fund for event and program support. This budget also has additional promotional and professional service expenses.

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Expenditures					
Hotel Tax Fund					
Organizational Funding					
Personnel Costs	\$0	\$15,668	\$15,667	\$0	-100%
Contractual Services	\$1,526,482	\$1,204,028	\$1,070,528	\$1,308,906	8.7%
Other Charges	\$5,789	\$15,000	\$0	\$0	-100%
Contingency	\$8,952	\$0	\$0	\$0	0%
Transfers Out	\$506,226	\$542,255	\$542,255	\$545,702	0.6%
Total Organizational Funding:	\$2,047,449	\$1,776,951	\$1,628,450	\$1,854,608	4.4%
Convention Center					
Personnel Costs	\$262,773	\$280,868	\$245,382	\$0	-100%
Supplies & Materials	\$18,765	\$52,750	\$37,250	\$55,250	4.7%
Maintenance & Repairs	\$39,533	\$42,650	\$38,050	\$45,450	6.6%
Occupancy	\$41,885	\$63,838	\$57,750	\$60,100	-5.9%
Contractual Services	\$126,507	\$139,613	\$127,113	\$309,748	121.9%
Other Charges	\$14,962	\$38,100	\$31,000	\$38,100	0%
Total Convention Center:	\$504,425	\$617,819	\$536,545	\$508,648	-17.7%
Main Street					
Personnel Costs	\$155,065	\$100,820	\$106,000	\$0	-100%
Supplies & Materials	\$8,823	\$18,900	\$11,135	\$40,950	116.7%
Occupancy	\$2,345	\$1,500	\$860	\$900	-40%
Contractual Services	\$13,357	\$13,590	\$11,500	\$112,457	727.5%
Other Charges	\$240,387	\$102,800	\$59,020	\$116,260	13.1%
Contingency	\$19,683	\$35,000	\$27,000	\$35,500	1.4%
Total Main Street:	\$439,660	\$272,610	\$215,515	\$306,067	12.3%
Total Conv. Ctr & Main Street:	\$944,085	\$890,428	\$752,060	\$814,715	-8.5%

Name	FY2020 Actual	FY2021 Budgeted	FY2021 Estimated	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (% Change)
Cultural Arts Commission					
Maintenance & Repairs	\$4,150	\$5,000	\$5,000	\$5,000	0%
Contractual Services	\$27,273	\$47,232	\$296	\$31,150	-34%
Other Charges	\$3,495	\$22,500	\$7,500	\$22,500	0%
Contingency	\$0	\$50,000	\$0	\$50,000	0%
Total Cultural Arts Commission:	\$34,918	\$124,732	\$12,796	\$108,650	-12.9%
Rodeo					
Supplies & Materials	\$120	\$0	\$0	\$0	0%
Occupancy	\$3,265	\$2,900	\$2,900	\$2,900	0%
Total Rodeo:	\$3,385	\$2,900	\$2,900	\$2,900	0%
Total Hotel Tax Fund:	\$3,029,837	\$2,795,011	\$2,396,206	\$2,780,873	-0.5%
Total Expenditures:	\$3,029,837	\$2,795,011	\$2,396,206	\$2,780,873	-0.5%



BASTROP TX
Heart of the Lost Pines
Est. 1832

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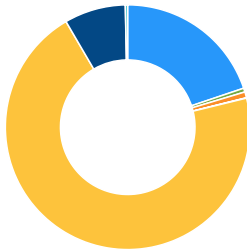
CAPITAL IMPROVEMENTS

FY 2022 Capital Budget

Total Capital Requested \$32,590,656

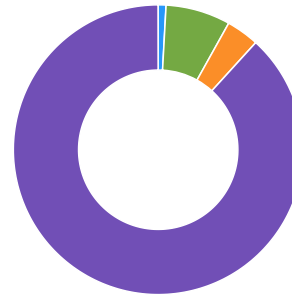
15 Capital Improvement Projects

Total Funding Requested by Department



Public Works (20%)	\$6,466,561.00
Community Services (1%)	\$164,000.00
Bastrop Power & Light (1%)	\$258,250.00
Cemetery (0%)	\$13,500.00
Water CIF (70%)	\$22,949,400.00
Wastewater CIF (8%)	\$2,638,945.00
Development Services (0%)	\$100,000.00
TOTAL	\$32,590,656.00

Total Funding Requested by Source



4B (1%)	\$286,466.00
Grant (7%)	\$2,350,995.00
Fund Balance (4%)	\$1,194,250.00
Bond (88%)	\$28,758,945.00
TOTAL	\$32,590,656.00

The large portion of the capital projects funded for FY 2022 relate to streets, water and wastewater. The City has been communicating for several years the need to construct a new wastewater treatment plant due to the aging of the current plant. The construction and funding of the new plant will continue into FY 2022. The new water plant is under design and will go to construction in FY 2022, requiring an additional bond sale by fiscal year-end. The new water plant will allow the city to take Bob Bryant wells and Willow Water wells off-line which will have ongoing maintenance savings. These older wells are not cost efficient.

The Street Reconstruction Program is a new capital project and will be funded through a CO, Series 2022 that will be sold in spring of 2022.

Public Works Requests

Itemized Requests for 2022

Old Austin Hwy Rehabilitation **\$1,600,000**

Full rehabilitation of Old Austin highway.

Cemetery Improvements - Erosion Control, Street Improv & Sec. 9 Dev **\$13,500**

The erosion control is for the hill located in the back of the cemetery. This cost will be added to the FY2022 budget. The street improvements are ongoing and will be budgeted as needed. The engineering and construction of roads to open section 9 will be budgeted across years so that the plots will be in place to sell when needed.

Playground Equipment Replacement **\$50,000**

Program to replace aging equipment.

Parks and Recreation Master Plan/Sports Complex Feasibility Study **\$150,000**

The Parks and Recreation Master Plan will encompass a comprehensive analysis of City's parks and recreation assets, as well as analyzing and providing recommendations to development, recreation, policies, and land acquisition and prioritize needs based on community short and long-term needs. Due to the growth and diversity the City of Bastrop has been experiencing, this is an important opportunity for the city to assess its unique opportunities. This study will include a Sports Complex Feasibility Study.

Agnes Street Extension **\$2,246,561**

This project includes extension of Agnes Street from Seton Hospital to the intersection of Agnes Street and Sterling Dr (this is considered a gap completion). This project will require land acquisition and includes design and construction. This project was awarded funding through Hazard Mitigation grant funding in FY 2021.

Street Rehabilitation Program **\$2,000,000**

The City of Bastrop performed a pavement condition index (PCI) study in FY2018, scoring all city streets from failed to excellent. This information was then used to create a multiyear street maintenance program to maintain and extend the useful life of the streets, which received a pavement index score from 80-100. Street maintenance is about preserving the surface and improving rideability. However, the complete review of all streets showed that nearly 40% of the roadways in Bastrop needed some serious improvements that fall into two different categories.

Rehabilitation/Reclamation and Complete Construction. A complete reconstruction will consist of making all the needed improvements in the right of way. The scope of work would include new water, wastewater improvements, the addition of drainage improvements, and sidewalks.

The streets that need to be rehabilitated are being included in this project category and will be funded by bonds issued for the purpose of providing a stop gap between the streets that need complete reconstruction and streets that only receive surface treatment. The rehabilitation/reclamation of the streets in this category will make structural improvements, improve rideability, and restore smoothness, bringing the pavement to a new condition. It will not include improvements to standards such as adding additional lanes etc.

Street Maintenance Program **\$420,000**

The City of Bastrop contracted a Pavement Condition Index (PCI) Study in FY2018, to score all city streets from failed to excellent. This information was then used to create a multi-year street program to maintain and extend the useful life of the streets.

Total: \$6,480,061

Water-Requests

Itemized Requests for 2022

Bastrop Simsboro Aquifer Water Supply Facilities **\$22,870,000**

Construction of water plant at XS Ranch site. The plant will allow the city to consolidate all of our water production from one plant by aggregating our water permit from Bob Bryant Park with the 6,000 acre feet at XS Ranch. This project is under design and will start construction during FY 2022.

Riverwood Water Rehabilitation **\$79,400**

Riverwood waterlines are in need of rehabilitation due to aging and deterioration. To do all the area that needs rehabilitation, it is required approximately \$1M. City is applying for CDBG grant. The grant will only cover a section of the work limits. This project is being considered for the American Rescue Plan funds to complete the entire project.

Total: \$22,949,400

Wastewater-Requests

Itemized Requests for 2022

Westside Collection System Phase I **\$2,288,945**

Installation of multiple diameter wastewater lines, allowing Hunter's Crossing lift station to be decommissioned, and wastewater to flow gravity to the currently on construction Wastewater Treatment Plant #3.

Joint Participation in CIP **\$350,000**

Provide funds for joint cost participation in water and wastewater infrastructure between City and Developers. Budget will be determined upon on submission of project(s) request, and it could determine if a project(s) is recommended for funding.

Total: \$2,638,945

Development Services Requests

Itemized Requests for 2022

Comprehensive Plan (UPDATE) **\$100,000**

The City of Bastrop Comprehensive Plan was last updated in 2016. It is now time to update the plan again as certain Chapters, like the Land Use plan, is due for an update to reflect updates currently made to the B3 Code. It is recommended that this plan be updated every five years.

Total: \$100,000

Bastrop Power & Light Requests

Itemized Requests for 2022

Bastrop Power & Light Capital Improvements **\$208,250**

Yearly maintenance program. Determined by the system study conducted by LCRA.

Fiber-Optic Network Expansion **50,000**

Feasibility study of the city becoming a broadband provider to provide home and business internet services as a utility service. A feasibility study will be necessary to provide recommendations on best areas to provide broadband services and expenses associated to provide and maintain this service.

Total: \$258,250

Main Street Requests

Itemized Requests for 2022

Downtown Lighting Projects **\$164,000**

Main Street Board voted to recommend to City Council the funding of the following projects: * Main Street Building Outline with LED Pixel Light on Tracks (\$105,000). * Tree Up Lighting with LED Bulbs (\$34,000).

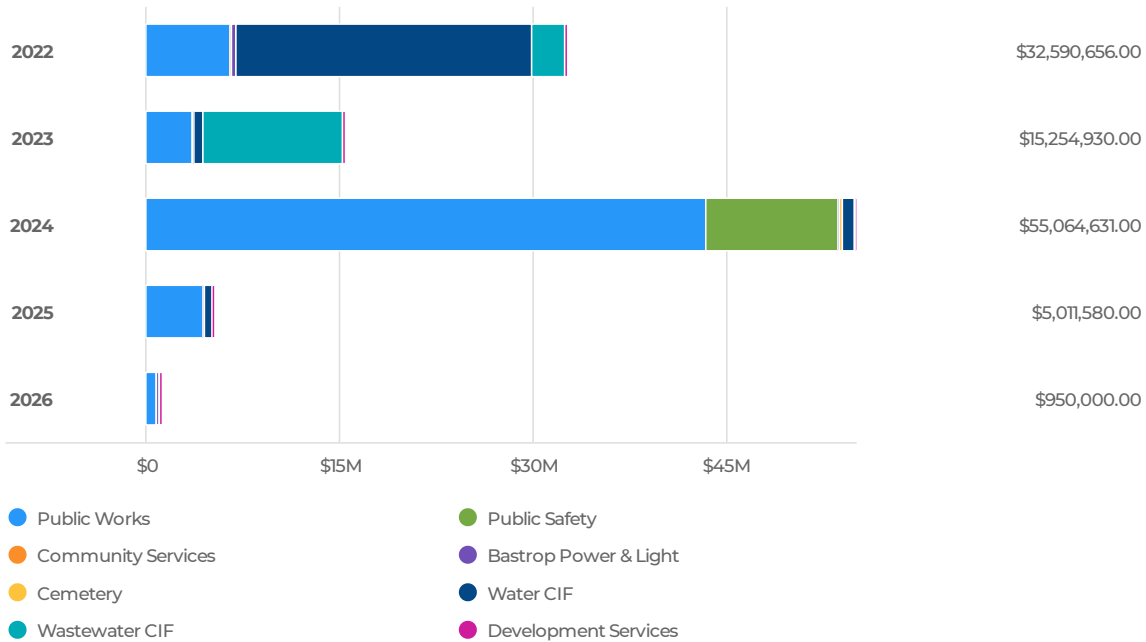
Total: \$164,000

Capital Improvements: Multi-year Plan

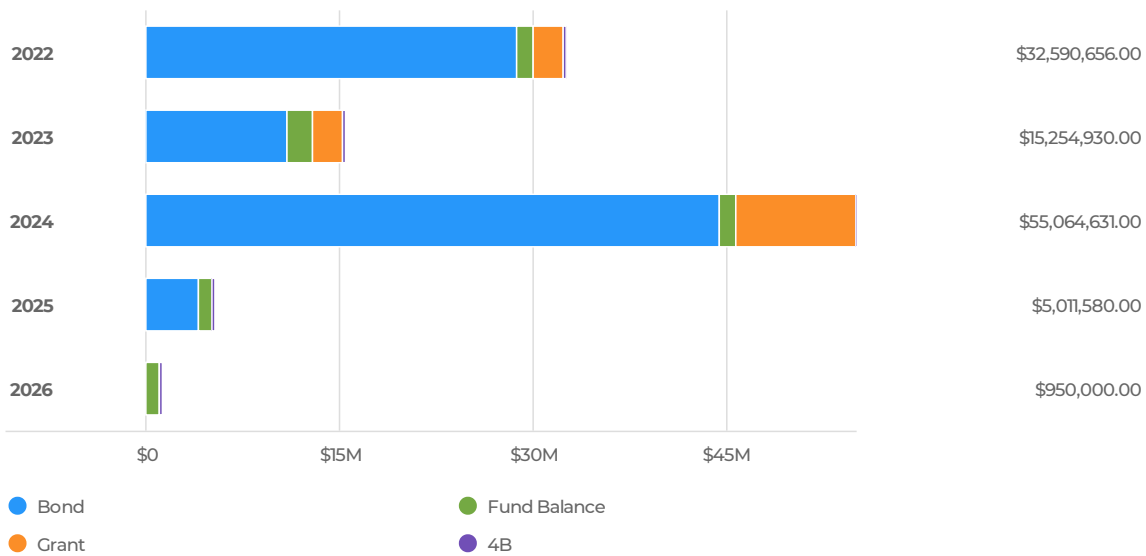
Total Capital Requested \$108,871,797

34 Capital Improvement Projects

Total Funding Requested by Department



Total Funding Requested by Source



DEBT

DEBT GOVERNMENTAL WIDE

OVERVIEW OF BONDS

Major capital improvements such as streets, drainage, buildings, water/wastewater infrastructure, and other major infrastructure projects are often financed by bonds. This funding mechanism allows payment for infrastructure improvements to be made over multiple years, spread over the life of the improvement.

CITY'S CURRENT BOND RATINGS

<u>General Obligation Bonds</u>	<u>Rating</u>
Standard & Poors	"AA"
Fitch Ratings	"AA-"
<u>Revenue Bonds</u>	
Standard & Poors	"AA-"

LEGAL DEBT LIMITS

Taxable Assessed Valuation	\$1,094,737,605
Constitutional Limit	2.50% of assessed value
Maximum Revenue Available	\$27,368,440
Tax Rate to achieve Max Tax Revenue	\$2.50 per \$100 of valuation
Tax Rate for FY 2021-2022	\$0.5794 per \$100 of valuation
Available unused Maximum Tax Rate	76.8% of assessed valuation

Total Outstanding Debt as of October 1, 2021			
Series	Principle	Interest	Total
2005 GO	665,000	60,774	725,774
2006 GO	120,000	15,975	135,975
2006 CO	170,000	22,152	192,152
2007 GO	490,000	62,220	552,220
2007 CO	930,000	117,160	1,047,160
2013 CO	1,045,000	52,500	1,097,500
2014 CO	3,245,000	494,688	3,739,688
2014 GO Refunding	1,890,000	502,400	2,392,400
2016 GO Refunding	1,725,000	251,200	1,976,200
2017 GO Refunding	3,640,000	745,350	4,385,350
2018 CO	4,010,000	1,251,462	5,261,462
2019 Limited Tax Note	435,000	23,430	458,430
2019 W/WW Util Sys Rev	1,770,000	582,850	2,352,850
2020 CO	2,500,000	395,250	2,895,250
2020 GO Refunding	1,325,000	22,764	1,347,764
2020 W/WW Util Sys Rev	20,065,000	9,958,025	30,023,025
2020 Limited Tax Note	1,000,000	49,976	1,049,976
2021 GO Refunding	3,205,000	571,200	3,776,200
2021A GO Refunding	10,340,000	1,628,677	11,968,677
2021 CO	34,570,000	15,493,874	50,063,874
TOTAL ALL	\$ 93,140,000	\$ 32,301,925	\$ 125,441,925

Total Outstanding Debt All Issues			
Fiscal Year	Principle	Interest	Total
2022	3,905,000	2,596,057	6,501,057
2023	4,590,000	2,502,546	7,092,546
2024	4,630,000	2,358,172	6,988,172
2025	4,365,000	2,219,514	6,584,514
2026	4,295,000	2,085,690	6,380,690
2027	4,350,000	1,944,548	6,294,548
2028	4,210,000	1,798,946	6,008,946
2029	4,140,000	1,644,653	5,784,653
2030	4,075,000	1,498,081	5,573,081
2031	3,720,000	1,365,076	5,085,076
2032	3,470,000	1,252,569	4,722,569
2033	3,610,000	1,158,465	4,768,465
2034	2,705,000	1,061,222	3,766,222
2035	2,330,000	982,676	3,312,676
2036	2,395,000	918,725	3,313,725
2037	2,460,000	852,925	3,312,925
2038	2,520,000	794,087	3,314,087
2039	2,300,000	733,725	3,033,725
2040	2,210,000	682,425	2,892,425
2041	2,255,000	636,201	2,891,201
2042	2,300,000	589,039	2,889,039
2043	2,355,000	534,588	2,889,588
2044	2,410,000	476,931	2,886,931
2045	2,475,000	417,888	2,892,888
2046	2,535,000	357,200	2,892,200
2047	2,595,000	295,019	2,890,019
2048	2,660,000	231,300	2,891,300
2049	2,725,000	168,925	2,893,925
2050	2,785,000	105,025	2,890,025
2051	1,765,000	39,713	1,804,713
TOTAL ALL	\$ 93,140,000	\$ 32,301,925	\$ 125,441,925

APPENDIX

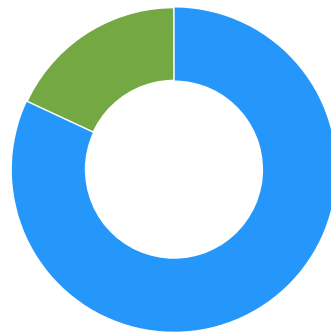
Riverbank Stabilization

The Colorado River is exhibiting bank erosion at certain locations. The purpose of this project is to promote bank stabilization and protect against future erosion and degradation, which is affecting park land. This project will include design and construction phases. The limits of work include from Bob Bryant Park, through Fisherman's Park until Hwy 71 (north side). This project was submitted for grant funding through CDBG GLO Hazard Mitigation but did not receive funding.

Capital Cost

Capital Cost for All Years

Total Budget *(all years)*
\$13.426M



● Construction (82%)	\$11,000,000.00
● Design (18%)	\$2,426,020.00
TOTAL	\$13,426,020.00

Funding Sources Breakdown

Capital Cost	FY2024
Design	\$2,426,020
Construction	\$11,000,000
Total	\$13,426,020

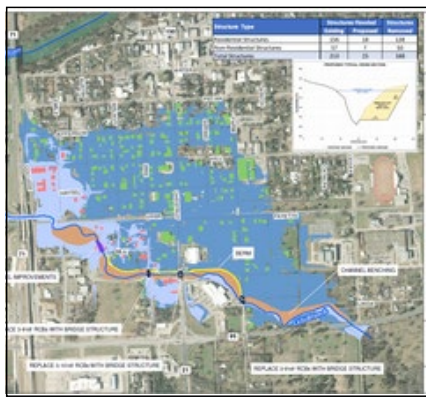
Capital Cost Breakdown

Funding Sources	FY2024
Bond	\$13,426,020
Total	\$13,426,020

Gills Branch Flood Mitigation - Construction

The Memorial Day flood of 2015 resulted in several consecutive days of flooding within Bastrop County. The City of Bastrop experienced extensive property flooding and significant flooding in the historic downtown area. During the Memorial Day floods, Gills Branch overtopped its banks just south of State Highway (SH) 95 allowing water to flow westward through the downtown area, overtopping the railroad, and continuing to flow towards the Colorado River. As a result, the City has conducted hydrologic and hydraulic studies to better define the Gills Branch overflow and resulting flooding to develop a feasible solution to minimize overland flooding in the future.

As part of the Preliminary Engineering Report, several mitigation solutions were investigated, and a combination of improvements identified and selected. Project consists of, but are not limited to, land acquisition, channel improvements, culvert replacements, utilities relocation and creating a series of short berms along the west creek bank to reduce flow from leaving the creek. The proposed improvements are phased beginning downstream to upstream along Gills Branch to prevent adverse impacts.

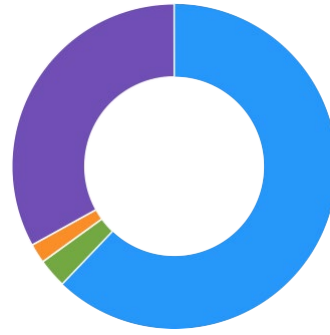


Gills Branch Flood Improvements -exhibit

Capital Cost

Total Budget (all years)
\$10.303M

Capital Cost for All Years



● Construction (62%)	\$6,400,000.00
● Contingency (3%)	\$300,000.00
● Engineering (2%)	\$200,000.00
● Row Acquisition (33%)	\$3,403,174.00
TOTAL	\$10,303,174.00

Capital Cost Breakdown		
Capital Cost	FY2023	FY2024
Engineering	\$200,000	
Construction		\$6,400,000
Row Acquisition	\$3,403,174	
Contingency		\$300,000
Total	\$3,603,174	\$6,700,000

Funding Sources Breakdown		
Funding Sources	FY2023	FY2024
Bond	\$3,603,174	\$6,700,000
Total	\$3,603,174	\$6,700,000

Facilities Master Plan

The Facilities Master Plan will assess, evaluate and recommend short-term and long-term facilities needs as they relate to the City's ability to serve a growing population with the expected level of service.

Capital Cost

Total Budget *(all years)*

\$40K

Capital Cost Breakdown	
Capital Cost	FY2023
Engineering	\$40,000
Total	\$40,000

Funding Sources Breakdown	
Funding Sources	FY2023
Fund Balance	\$40,000
Total	\$40,000

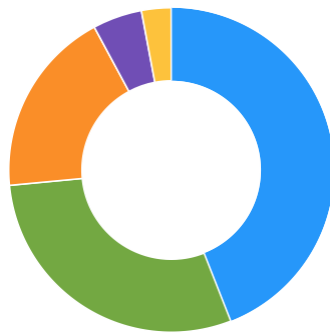
New Fire Station

Secure property and build a new fire station to reduce time lag on emergency responses and keep up with the growth the City of Bastrop has been experiencing. The City applied for a CDBG GLO Hazard Mitigation grant and was not awarded. The City needs a feasibility study to determine the best location (lag response time and inputs from Fire Dept.). Land acquisition will be needed.

Capital Cost

Capital Cost for All Years

Total Budget (all years)
\$10.188M



Construction (44%)	\$4,488,217.00
Contingency (29%)	\$3,000,000.00
Design (19%)	\$1,900,000.00
Engineering (5%)	\$500,000.00
Row Acquisition (3%)	\$300,000.00
TOTAL	\$10,188,217.00

Capital Cost Breakdown

Capital Cost	FY2024
Design	\$1,900,000
Engineering	\$500,000
Construction	\$4,488,217
Row Acquisition	\$300,000
Contingency	\$3,000,000
Total	\$10,188,217

Funding Sources Breakdown

Funding Sources	FY2024
Bond	\$10,188,217
Total	\$10,188,217

Asset Management

Asset Management (AM) is "the coordinated activity of an organization to realize value from assets" "realization of value will normally involve a balancing of costs, risks, opportunities and performance benefits". An AM System can provide the City with critical information on capital assets and the timing of investments, enabling the right intervention on the right asset, at the right time in a manner that considers affordability and risk tied to a pre-established level of service and corporate-level business risk factors. This project is to kick off the AM system and assist the City in developing the framework for this program, to include, but not limited to: developing a corporate business risk, an AM Strategy, recommending a Computerized Maintenance Management System (CMMS, for work orders, data management, etc.), etc. This will be dependent on developing a GIS database. This cost estimate does not include developing the whole AM system.

Capital Cost

Total Budget *(all years)*

\$100K

Capital Cost Breakdown

Capital Cost	FY2023
Engineering	\$100,000
Total	\$100,000

Funding Sources Breakdown

Funding Sources	FY2023
Fund Balance	\$100,000
Total	\$100,000

Comprehensive Plan (UPDATE)

The City of Bastrop Comprehensive Plan was last updated in 2016. It is now time to update the plan again as certain Chapters, like the Land Use plan, is due for an update to reflect updates currently made to the B3 Code. It is recommended that this plan be updated every five years.

Capital Cost

FY2022 Budget

\$100,000

Total Budget *(all years)*

\$100K

Capital Cost Breakdown	
Capital Cost	FY2022
Engineering	\$100,000
Total	\$100,000

Funding Sources Breakdown	
Funding Sources	FY2022
Fund Balance	\$100,000
Total	\$100,000

New Recreation Center Building

The scope of a recreation center project would be informed by an updated Parks Master Plan. There are no estimates at this time.

Downtown Lighting Projects

The Main Street Board voted to recommend to City Council the funding of the following projects:

- * Main Street Building Outline with LED Pixel Light on Tracks (\$105,000).
- * Tree Up Lighting with LED Bulbs (\$34,000).



Downtown Lighting - Project 2.2



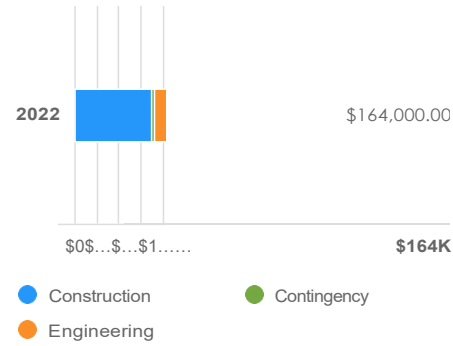
Downtown Lighting - Project 3

Capital Cost

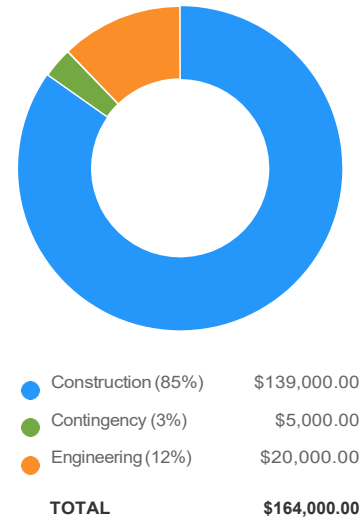
FY2022 Budget
\$164,000

Total Budget (all years)
\$164K

Capital Cost by Year



Capital Cost for All Years



Capital Cost Breakdown	
Capital Cost	FY2022
Engineering	\$20,000
Construction	\$139,000
Contingency	\$5,000
Total	\$164,000

Funding Sources Breakdown	
Funding Sources	FY2022
4B	\$164,000
Total	\$164,000

Playground Equipment Replacement

Program to replace aging equipment.

Capital Cost

FY2022 Budget

\$50,000

Total Budget *(all years)*

\$250K

Capital Cost Breakdown					
Capital Cost	FY2022	FY2023	FY2024	FY2025	FY2026
Construction	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

Funding Sources Breakdown					
Funding Sources	FY2022	FY2023	FY2024	FY2025	FY2026
Fund Balance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

Parks and Recreation Master Plan

The Parks and Recreation Master Plan will encompass a comprehensive analysis of City parks and recreation assets, as well as analyzing and providing recommendations for development, recreation, policies, and land acquisition and prioritizing needs based on community short and long-term needs. Due to the growth and diversity the City of Bastrop has been experiencing, this is an important opportunity for the City to assess its unique opportunities. This study will also encompass a feasibility study for a Sports Complex.

Capital Cost

FY2022 Budget

\$150,000

Total Budget *(all years)*

\$150K

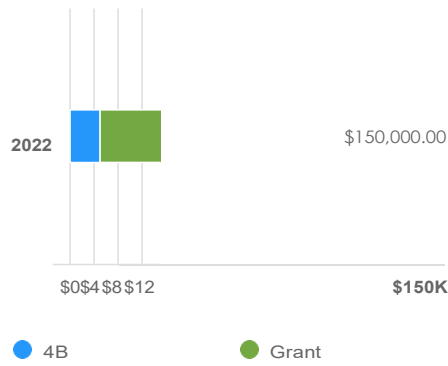
Capital Cost Breakdown	
Capital Cost	FY2022
Engineering	\$150,000
Total	\$150,000

Funding Sources

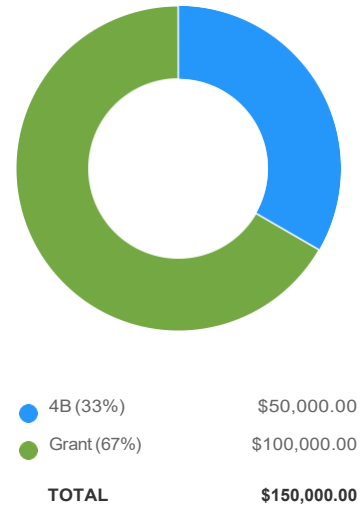
FY2022 Budget
\$150,000

Total Budget (all years)
\$150K

Funding Sources by Year



Funding Sources for All Years



Funding Sources Breakdown

Funding Sources	FY2022
Grant	\$100,000
4B	\$50,000
Total	\$150,000

Old Iron Bridge Rehabilitation

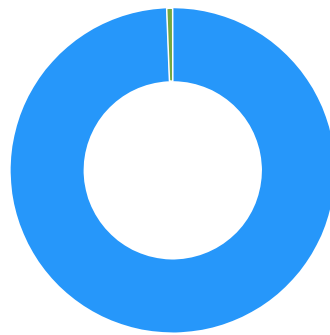
In FY2019, the City Council approved a study of the Iconic Old Iron Bridge to assess the structural integrity of the bridge. This study came back with a report that indicated significant deterioration of the structural components. The city was presented with several options, from pedestrian-only programming to full demolition of the bridge. There was City Council consensus on option 2, which was to restore the structure to be re-purposed as a deck park with unrestricted pedestrian access. This project has been submitted for grant funding through Texas Department of Transportation TA funding with an application pending.

Capital Cost

Capital Cost for All Years

Total Budget (all years)

\$16.524M



Construction (99%)	\$16,424,000.00
Engineering (1%)	\$100,000.00
TOTAL	\$16,524,000.00

Capital Cost Breakdown

Capital Cost	FY2023	FY2024
Engineering	\$100,000	
Construction		\$16,424,000
Total	\$100,000	\$16,424,000

Funding Sources Breakdown

Funding Sources	FY2023	FY2024
Fund Balance	\$100,000	\$7,135,692
Grant		\$9,288,308
Total	\$100,000	\$16,424,000

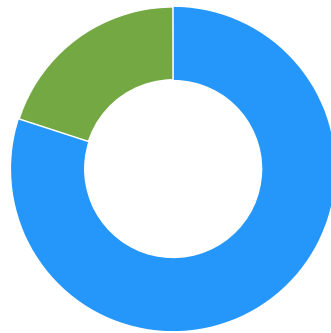
Blakey Lane Extension

Extending Blakey Lane to Old Austin Hwy, but also connecting to Jessica Place. This will improve connectivity and access, in addition to supporting land development to surrounding areas.

Capital Cost

Capital Cost for All Years

Total Budget (all years)
\$4.455M



● Construction (80%)	\$3,564,080.00
● Engineering (20%)	\$891,020.00
TOTAL	\$4,455,100.00

Capital Cost Breakdown

Capital Cost	FY2024	FY2025
Engineering	\$891,020	
Construction		\$3,564,080
Total	\$891,020	\$3,564,080

Funding Sources Breakdown

Funding Sources	FY2024	FY2025
Fund Balance	\$44,551	
Bond	\$846,469	\$3,564,080
Total	\$891,020	\$3,564,080

Agnes Street Extension

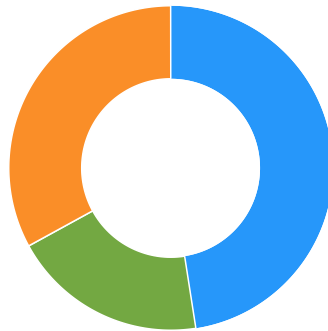
This project includes the extension of Agnes Street from Seton Hospital to the intersection of Agnes Street and Sterling Dr (this is considered a gap completion). This project will require land acquisition and includes design and construction. This project was awarded grant funding through the CDBG GLO Hazard Mitigation funds in FY 2021.

Capital Cost

Capital Cost for All Years

FY2022 Budget
\$2,246,561

Total Budget (all years)
\$4.282M



Construction (48%)	\$2,035,600.00
Design (19%)	\$834,561.00
Row Acquisition (33%)	\$1,412,000.00
TOTAL	\$4,282,161.00

Capital Cost Breakdown		
Capital Cost	FY2022	FY2023
Design	\$834,561	
Construction		\$2,035,600
Row Acquisition	\$1,412,000	
Total	\$2,246,561	\$2,035,600

Funding Sources Breakdown		
Funding Sources	FY2022	FY2023
Grant	\$2,224,095	\$2,015,244
4B	\$22,466	\$20,356
Total	\$2,246,561	\$2,035,600

Street Maintenance Program

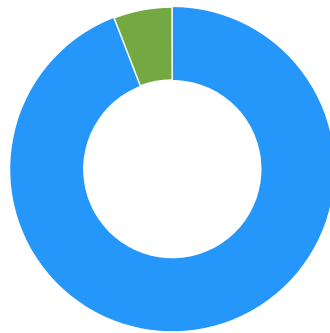
The City of Bastrop contracted a pavement condition index (PCI) study in FY2018, to score all city streets from failed to excellent. This information was then used to create a multiyear street program to maintain and extend the useful life of the streets.

Capital Cost

Capital Cost for All Years

FY2022 Budget
\$420,000

Total Budget (all years)
\$3.42M



- Construction (94%) \$3,220,000.00
- Design (6%) \$200,000.00
- TOTAL** **\$3,420,000.00**

Capital Cost Breakdown

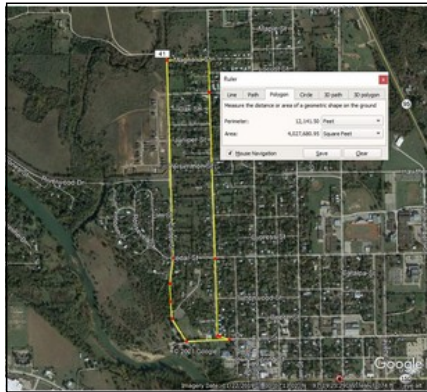
Capital Cost	FY2022	FY2023	FY2024	FY2025	FY2026
Design		\$50,000	\$50,000	\$50,000	\$50,000
Construction	\$420,000	\$700,000	\$700,000	\$700,000	\$700,000
Total	\$420,000	\$750,000	\$750,000	\$750,000	\$750,000

Funding Sources Breakdown

Funding Sources	FY2022	FY2023	FY2024	FY2025	FY2026
Fund Balance	\$420,000	\$750,000	\$750,000	\$750,000	\$750,000
Total	\$420,000	\$750,000	\$750,000	\$750,000	\$750,000

Wilson Willow Loop

Design and construction of an 8 ft pedestrian trail for hike and bike. This will improve residents' quality of life.



Wilson Willow trail _limits of work

Capital Cost

Capital Cost for All Years

Total Budget (all years)
\$2.009M



● Construction (50%)	\$1,007,200.00
● Contingency (30%)	\$600,000.00
● Engineering (20%)	\$401,800.00
TOTAL	\$2,009,000.00

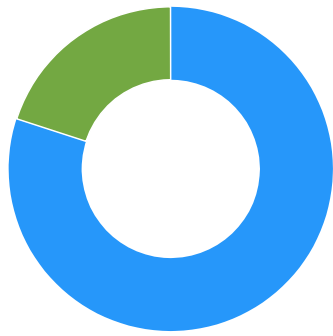
Capital Cost Breakdown

Capital Cost	FY2023	FY2024
Engineering	\$401,800	
Construction		\$1,007,200
Contingency		\$600,000
Total	\$401,800	\$1,607,200

Funding Sources

Funding Sources for All Years

Total Budget (all years)
\$2.009M



● Bond (80%)	\$1,607,200.00
● Fund Balance (20%)	\$401,800.00
TOTAL	\$2,009,000.00

Funding Sources Breakdown

Funding Sources	FY2023	FY2024
Fund Balance	\$401,800	
Bond		\$1,607,200
Total	\$401,800	\$1,607,200

Old Austin Hwy Rehabilitation

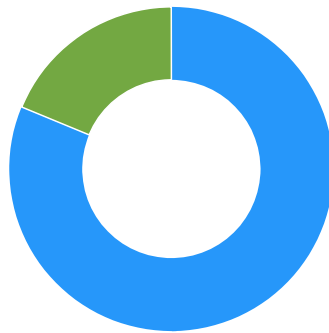
Full rehabilitation of Old Austin highway.

Capital Cost

Capital Cost for All Years

FY2022 Budget
\$1,600,000

Total Budget (all years)
\$1.6M



● Construction (81%)	\$1,300,000.00
● Design (19%)	\$300,000.00
TOTAL	\$1,600,000.00

Capital Cost Breakdown	
Capital Cost	FY2022
Design	\$300,000
Construction	\$1,300,000
Total	\$1,600,000

Funding Sources Breakdown	
Funding Sources	FY2022
Bond	\$1,600,000
Total	\$1,600,000

Technology Dr. - Business Park Improvements

This project is to extend MLK Drive to Technology Drive. This project will require an Interlocal Agreement between the City of Bastrop, Bastrop EDC and Bastrop County. Engineering plans are under review. The project will go to bid once the Interlocal Agreement is approved, plans are approved, and conditions of the Interlocal Agreement are met. The most recent estimate exceeds the current appropriation.

Capital Cost

FY2022 Budget

\$300,000

Total Budget *(all years)*

\$300K

Capital Cost Breakdown	
Capital Cost	FY2022
Construction	\$300,000
Total	\$300,000

Funding Sources Breakdown	
Funding Sources	FY2022
4B	\$300,000
Total	\$300,000

Transportation Master Plan

The Transportation Master Plan is a long-range planning document that includes multimodal transportation system recommended improvements, and addresses safety deficiencies, traffic congestion, and enhanced transportation system connectivity. The Transportation Master Plan was last updated as part of the Comprehensive Plan, in 2016. It is appropriate to update these plans every five years.

Capital Cost

Total Budget *(all years)*

\$150K

Capital Cost Breakdown

Capital Cost	FY2023
Engineering	\$150,000
Total	\$150,000

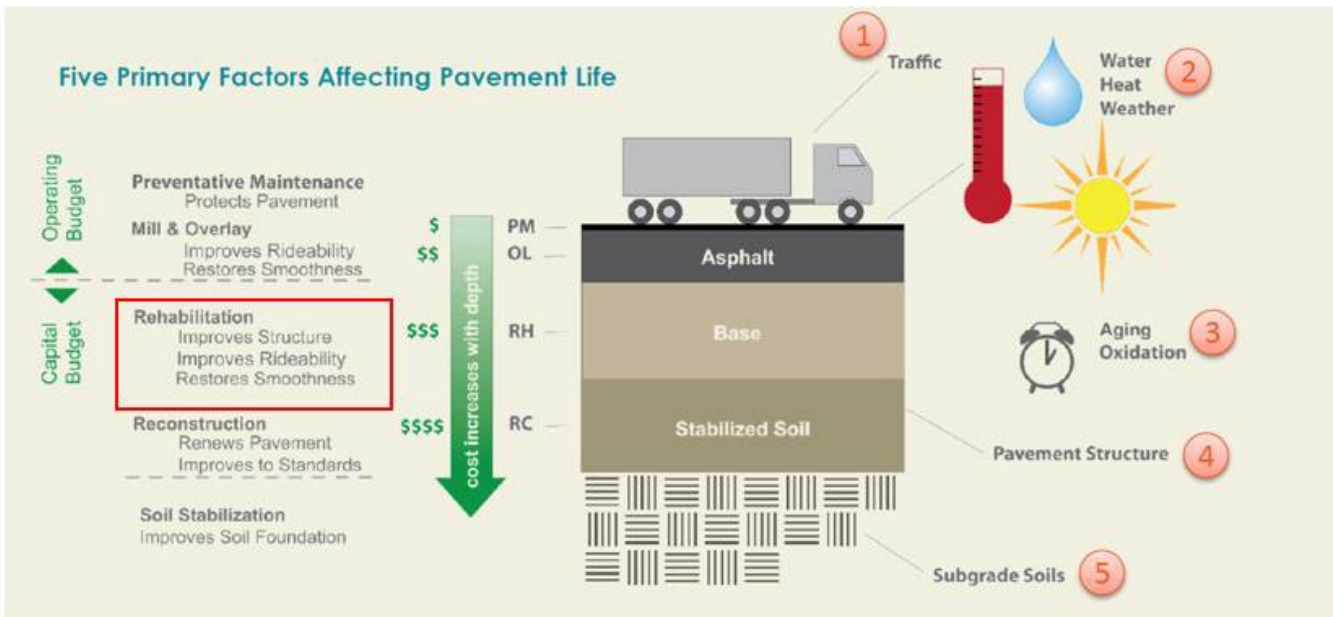
Funding Sources Breakdown

Funding Sources	FY2023
Fund Balance	\$150,000
Total	\$150,000

Street Reconstruction Program

The City of Bastrop performed a pavement condition index (PCI) study in FY2018, scoring all city streets from failed to excellent. This information was then used to create a multiyear street maintenance program to maintain and extend the useful life of the streets, which received a pavement index score from 80-100. Street maintenance is about preserving the surface and improving rideability. However, the complete review of all streets showed that nearly 40% of the roadways in Bastrop needed some serious improvements that fall into two different categories. Rehabilitation/Reclamation and Complete Construction. A complete reconstruction will consist of making all the needed improvements in the right of way. The scope of work would include new water, wastewater improvements, the addition of drainage improvements, and sidewalks.

The streets that need to be rehabilitated are being included in this project category and will be funded by bonds issued for the purpose of providing a stop gap between the streets that need complete reconstruction and streets that only receive surface treatment. The rehabilitation/reclamation of the streets in this category will make structural improvements, improve rideability, and restore smoothness, bringing the pavement to a new condition. It will not include improvements to standards such as adding additional lanes etc.



Capital Cost

FY2022 Budget

\$2,400,000

Total Budget *(all years)*

\$2.4M

Capital Cost Breakdown

Capital Cost	FY2022
Construction	\$2,400,000
Total	\$2,400,000

Funding Sources Breakdown

Funding Sources	FY2022
Bond	\$2,400,000
Total	\$2,400,000

Park Trail Improvements

Yearly parks trail improvement program. No estimate at this time.

Sidewalk Connectivity

This project is a continuing program of connecting sidewalks within the City. No estimates available at this time.

Road Extension Bi-Annual Project

This project is to provide funding to extend streets and address frequent concerns by local stakeholders and members of the public on streets that lack connectivity in the Bastrop street network. In addition to roadway capacity and operational characteristics, connectivity between and accessibility to destinations are crucial factors for the ability of the transportation system to serve the needs of residents and businesses. Evaluation of the streets and full analysis will be done by Public Works and Engineering staff and project locations will be prioritized. This is a bi-annual project meaning it will be designed one year and constructed in another year. No estimate has been determined at this time. It will vary depending on the limits and scope of work.

Scada Central Location

SCADA stands for supervisory control and data acquisition and includes a system software and hardware that allows organizations to control and access data and manage assets. This project is critical to the success of City's facilities running efficiently and providing the expected quality of services. This project consists of re-locating and programming SCADA currently at one of the wastewater treatment plants, to the new WWTP#3, currently in construction, to be the new centralized SCADA location.

Bastrop Simsboro Aquifer Water Supply Facilities

Construction of water plant at XS Ranch site. The plant will allow the city to consolidate all of our water production from one plant by aggregating our water permit from Bob Bryant Park with the 6,000-acre feet at XS Ranch. This project is under design and will start construction during FY2022.

Capital Cost

FY2022 Budget

\$22,870,000

Total Budget *(all years)*

\$22.87M

Capital Cost Breakdown	
Capital Cost	FY2022
Construction	\$22,870,000
Total	\$22,870,000

Funding Sources Breakdown	
Funding Sources	FY2022
Bond	\$22,870,000
Total	\$22,870,000

Riverwood Water Rehabilitation

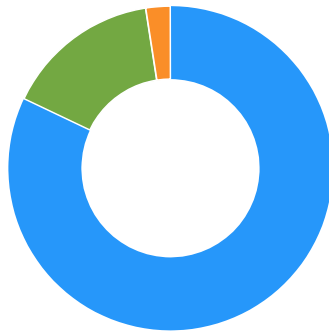
Riverwood waterlines are in need of rehabilitation due to aging and deterioration. To do all the area that needs rehabilitation, it is required approximately \$1M. City is applying for CDBG grant. The grant will only cover a section of the work limits.

Capital Cost

Capital Cost for All Years

FY2022 Budget
\$79,400

Total Budget (all years)
\$1M



● Construction (82%)	\$820,600.00
● Design (16%)	\$155,000.00
● Grant Admin (2%)	\$24,400.00
TOTAL	\$1,000,000.00

Capital Cost Breakdown

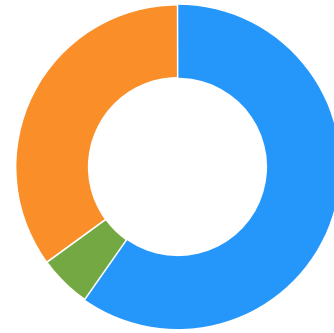
Capital Cost	FY2022	FY2023	FY2024	FY2025
Design	\$55,000		\$100,000	
Construction		\$323,100		\$497,500
Grant Admin	\$24,400			
Total	\$79,400	\$323,100	\$100,000	\$497,500

Funding Sources

FY2022 Budget
\$79,400

Total Budget (all years)
\$1M

Funding Sources for All Years



● Bond (60%)	\$597,500.00
● Fund Balance (5%)	\$52,500.00
● Grant (35%)	\$350,000.00
TOTAL	\$1,000,000.00

Funding Sources Breakdown				
Funding Sources	FY2022	FY2023	FY2024	FY2025
Fund Balance	\$52,500			
Bond			\$100,000	\$497,500
Grant	\$26,900	\$323,100		
Total	\$79,400	\$323,100	\$100,000	\$497,500

Pine St Water Main Improvements

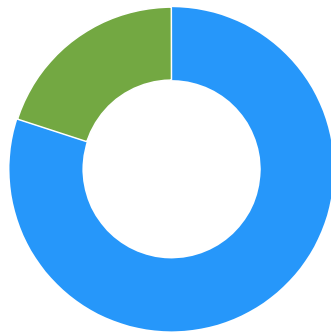
Limits of work are from Pecan St. to Hwy 95. This project is a full rehabilitation to include street, drainage, sewer, water, and sidewalks.

Capital Cost

Capital Cost for All Years

Total Budget (all years)

\$1M



● Construction (80%)	\$800,000.00
● Engineering (20%)	\$200,000.00
TOTAL	\$1,000,000.00

Capital Cost Breakdown		
Capital Cost	FY2023	FY2024
Engineering	\$200,000	
Construction		\$800,000
Total	\$200,000	\$800,000

Funding Sources Breakdown		
Funding Sources	FY2023	FY2024
Bond	\$200,000	\$800,000
Total	\$200,000	\$800,000

Willow Water Treatment Plant Rehabilitation

A Preliminary Engineering Report (PER) is needed for this water plant. The PER will provide recommendations on rehabilitation and/or replacement. Rehabilitation of the Willow Water Treatment Plant should increase plant efficiencies and reduce life cycle costs. This estimate does not include construction.

Capital Cost

Total Budget *(all years)*

\$180K

Capital Cost Breakdown

Capital Cost	FY2023
Design	\$180,000
Total	\$180,000

Funding Sources Breakdown

Funding Sources	FY2023
Fund Balance	\$180,000
Total	\$180,000

Westside Collection System Phase 2

Installation of multiple diameter wastewater lines, allowing Seton lift station to be decommissioned, and wastewater flow gravity to the Wastewater Treatment Plant#3.

Capital Cost

Total Budget *(all years)*

\$4.3M

Capital Cost Breakdown

Capital Cost	FY2023
Construction	\$4,300,000
Total	\$4,300,000

Funding Sources Breakdown

Funding Sources	FY2023
Bond	\$4,300,000
Total	\$4,300,000

Transfer Lift Station & Force Main to WWTP#3

Installation of a transfer lift station and wastewater force main, directing the flow from the Wastewater Treatment Plants #1 & 2, to the new WWTP#3, allowing for decommission of plants #1 & 2.

Capital Cost

Total Budget *(all years)*

\$6.431M

Capital Cost Breakdown	
Capital Cost	FY2023
Construction	\$6,431,030
Total	\$6,431,030

Funding Sources Breakdown	
Funding Sources	FY2023
Bond	\$6,431,030
Total	\$6,431,030

Westside Collection System Phase I

Installation of multiple diameter wastewater lines, allowing Hunter's Crossing lift station to be decommissioned, and wastewater to flow gravity to the currently on construction Wastewater Treatment Plant #3.

Capital Cost

FY2022 Budget

\$2,288,945

Total Budget *(all years)*

\$2.289M

Capital Cost Breakdown	
Capital Cost	FY2022
Construction	\$2,288,945
Total	\$2,288,945

Funding Sources Breakdown	
Funding Sources	FY2022
Bond	\$2,288,945
Total	\$2,288,945

Wastewater Master Plan

The Wastewater Master Plan will identify long-term wastewater infrastructure needs.

Capital Cost

Total Budget *(all years)*

\$150K

Capital Cost Breakdown

Capital Cost	FY2024
Engineering	\$150,000
Total	\$150,000

Funding Sources Breakdown

Funding Sources	FY2024
Fund Balance	\$150,000
Total	\$150,000

Joint Participation in CIP

Provide funds for joint cost participation in water and wastewater infrastructure between City and Developers. Budget will be determined upon on submission of project(s) request, and it could determine if a project(s) is recommended for funding.

Capital Cost

FY2022 Budget

\$350,000

Total Budget (*all years*)

\$350K

Capital Cost Breakdown

Capital Cost	FY2022
Construction	\$350,000
Total	\$350,000

Funding Sources Breakdown

Funding Sources	FY2022
Fund Balance	\$350,000
Total	\$350,000

Fiber-Optic Network Expansion

Feasibility study of the City becoming a broadband provider to provide home and business internet services as a utility service. A feasibility study will be necessary to provide recommendations on the best areas to provide broadband services and expenses associated with providing and maintaining these services.

Capital Cost

FY2022 Budget
\$50,000

Total Budget *(all years)*
\$50K

Capital Cost Breakdown	
Capital Cost	FY2022
Engineering	\$50,000
Total	\$50,000

Funding Sources Breakdown	
Funding Sources	FY2022
Fund Balance	\$50,000
Total	\$50,000

Bastrop Power & Light Capital Improvements

Yearly maintenance program. Determined by the system study conducted by LCRA.

Capital Cost

FY2022 Budget

\$208,250

Total Budget *(all years)*

\$808.25K

Capital Cost Breakdown

Capital Cost	FY2022	FY2023	FY2024	FY2025	FY2026
Construction	\$208,250	\$150,000	\$150,000	\$150,000	\$150,000
Total	\$208,250	\$150,000	\$150,000	\$150,000	\$150,000

Funding Sources Breakdown

Funding Sources	FY2022	FY2023	FY2024	FY2025	FY2026
Fund Balance	\$208,250	\$150,000	\$150,000	\$150,000	\$150,000
Total	\$208,250	\$150,000	\$150,000	\$150,000	\$150,000

Cemetery Improvements - Erosion Control, Street Improvements and Section 9 Development

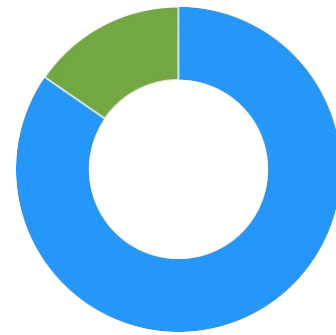
The erosion control is for the hill located in the back of the cemetery. This cost will be added to the FY2022 budget. The street improvements are on going and will be budgeted as needed. The engineering and construction of roads to open section 9 will be budgeted across years so that the plots will be in place to sell when needed.

Capital Cost

FY2022 Budget
\$13,500

Total Budget (all years)
\$281.9K

Capital Cost for All Years



● Construction (85%)	\$238,500.00
● Design (15%)	\$43,400.00
TOTAL	\$281,900.00

Capital Cost Breakdown			
Capital Cost	FY2022	FY2023	FY2024
Design		\$43,400	
Construction	\$13,500		\$225,000
Total	\$13,500	\$43,400	\$225,000

Funding Sources Breakdown			
Funding Sources	FY2022	FY2023	FY2024
Fund Balance	\$13,500	\$43,400	\$225,000
Total	\$13,500	\$43,400	\$225,000

Glossary

Abatement: A reduction or elimination of a real or personal property tax, motor vehicle excise, a fee, charge, or special assessment imposed by a governmental unit. Granted only on application of the person seeking the abatement and only by the committing governmental unit.

Accounting System: The total structure of records and procedures that identify record, classify, and report information on the financial position and operations of a governmental unit or any of its funds, account groups, and organizational components.

Accrued Interest: The amount of interest that has accumulated on the debt since the date of the last interest payment, and on the sale of a bond, the amount accrued up to but not including the date of delivery (settlement date). (See Interest)

Amortization: The gradual repayment of an obligation over time and in accordance with a predetermined payment schedule.

Appropriation: A legal authorization from the community's legislative body to expend money and incur obligations for specific public purposes. An appropriation is usually limited in amount and as to the time period within which it may be expended.

Arbitrage: As applied to municipal debt, the investment of tax-exempt bonds or note proceeds in higher yielding, taxable securities. Section 103 of the Internal Revenue Service (IRS) Code restricts this practice and requires (beyond certain limits) that earnings be rebated (paid) to the IRS.

Assessed Valuation: A value assigned to real estate or other property by a government as the basis for levying taxes.

Audit: An examination of a community's financial systems, procedures, and data by a certified public accountant (independent auditor), and a report on the fairness of financial statements and on local compliance with statutes and regulations. The audit serves as a valuable management tool in evaluating the fiscal performance of a community.

Audit Report: Prepared by an independent auditor, an audit report includes: (a) a statement of the scope of the audit; (b) explanatory comments as to application of auditing procedures; (c) findings and opinions. It is almost always accompanied by a management letter which contains supplementary comments and recommendations.

Available Funds: Balances in the various fund types that represent non-recurring revenue sources. As a matter of sound practice, they are frequently appropriated to meet unforeseen expenses, for capital expenditures or other one-time costs.

Balance Sheet: A statement that discloses the assets, liabilities, reserves and equities of a fund or governmental unit at a specified date.

Betterments (Special Assessments): Whenever a specific area of a community receives benefit from a public improvement (e.g., water, sewer, sidewalk, etc.), special property taxes may be assessed to reimburse the governmental entity for all or part of the costs it incurred. Each parcel receiving benefit from the improvement is assessed for its proportionate share of the cost of such improvements. The proportionate share may be paid in full or the property owner may request that the assessors apportion the betterment over 20 years. Over the life of the betterment, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.

Bond: A means to raise money through the issuance of debt. A bond issuer/borrower promises in writing to repay a specified sum of money, alternately referred to as face value, par value or bond principal, to the buyer of the bond on a specified future date (maturity date), together with periodic interest at a specified rate. The term of a bond is always greater than one year. (See Note)

Bond and Interest Record: (Bond Register) – The permanent and complete record maintained by a treasurer for each bond issue. It shows the amount of interest and principal coming due each date and all other pertinent information concerning the bond issue.

Bonds Authorized and Unissued: Balance of a bond authorization not yet sold. Upon completion or abandonment of a project, any remaining balance of authorized and unissued bonds may not be used for other purposes, but must be rescinded by the community's legislative body to be removed from community's books.

Bond Issue: Generally, the sale of a certain number of bonds at one time by a governmental unit.

Bond Rating (Municipal): A credit rating assigned to a municipality to help investors assess the future ability, legal obligation, and willingness of the municipality (bond issuer) to make timely debt service payments. Stated otherwise, a rating helps prospective investors determine the level of risk associated with a given fixed-income investment. Rating agencies, such as Moody's and Standard

and Poors, use rating systems, which designate a letter or a combination of letters and numerals where AAA is the highest rating and C1 is a very low rating.

Budget: A plan for allocating resources to support particular services, purposes and functions over a specified period of time. (See Performance Budget, Program Budget)

Capital Assets: All real and tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful life extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost. (See Fixed Assets)

Capital Budget: An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Assets, Fixed Assets)

Cash: Currency, coin, checks, postal and express money orders and bankers' drafts on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.

Cash Management: The process of monitoring the ebb and flow of money in an out of municipal accounts to ensure cash availability to pay bills and to facilitate decisions on the need for short- term borrowing and investment of idle cash.

Certificate of Deposit (CD): A bank deposit evidenced by a negotiable or non-negotiable instrument, which provides on its face that the amount of such deposit plus a specified interest payable to a bearer or to any specified person on a certain specified date, at the expiration of a certain specified time, or upon notice in writing.

Classification of Real Property: Assessors are required to classify all real property according to use into one of four classes: residential, open space, commercial, and industrial. Having classified its real properties, local officials are permitted to determine locally, within limitations established by statute and the Commissioner of Revenue, what percentage of the tax burden is to be borne by each class of real property and by personal property owners.

Collective Bargaining: The process of negotiating workers' wages, hours, benefits, working conditions, etc., between an employer and some or all of its employees, who are represented by a recognized labor union. regarding wages, hours and working conditions.

Consumer Price Index: The statistical measure of changes, if any, in the overall price level of consumer goods and services. The index is often called the "cost-of-living index."

Cost-Benefit Analysis: A decision-making tool that allows a comparison of options based on the level of benefit derived and the cost to achieve the benefit from different alternatives.

Debt Burden: The amount of debt carried by an issuer usually expressed as a measure of value (i.e., debt as a percentage of assessed value, debt per capita, etc.). Sometimes debt burden refers to debt service costs as a percentage of the total annual budget.

Debt Service: The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest on any particular bond issue.

Encumbrance: A reservation of funds to cover obligations arising from purchase orders, contracts, or salary commitments that are chargeable to, but not yet paid from, a specific appropriation account.

Enterprise Funds: An enterprise fund is a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy, if any. With an enterprise fund, all costs of service delivery--direct, indirect, and capital costs—are identified. This allows the community to recover total service costs through user fees if it chooses. Enterprise accounting also enables communities to reserve the "surplus" or net assets unrestricted generated by the operation of the enterprise rather than closing it out to the general fund at year-end. Services that may be treated as enterprises include, but are not limited to, water, sewer, hospital, and airport services.

Equalized Valuations (EQVs): The determination of the full and fair cash value of all property in the community that is subject to local taxation.

Estimated Receipts: A term that typically refers to anticipated local revenues often based on the previous year's receipts and represent funding sources necessary to support a community's annual budget. (See Local Receipts)

Exemptions: A discharge, established by statute, from the obligation to pay all or a portion of a property tax. The exemption is available to particular categories of property or persons upon the timely submission and approval of an application to the assessors. Properties exempt from taxation include hospitals, schools, houses of worship, and cultural institutions. Persons who may qualify for exemptions include disabled veterans, blind individuals, surviving spouses, and seniors.

Expenditure: An outlay of money made by municipalities to provide the programs and services within their approved budget.

Fiduciary Funds: Repository of money held by a municipality in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and other funds. These include pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and agency funds.

Fixed Assets: Long-lived, assets such as buildings, equipment and land obtained or controlled as a result of past transactions or circumstances.

Fixed Costs: Costs that are legally or contractually mandated such as retirement, FICA/Social Security, insurance, debt service costs or interest on loans.

Float: The difference between the bank balance for a local government's account and its book balance at the end of the day. The primary factor creating float is clearing time on checks and deposits. Delays in receiving deposit and withdrawal information also influence float.

Full Faith and Credit: A pledge of the general taxing powers for the payment of governmental obligations. Bonds carrying such pledges are usually referred to as general obligation or full faith and credit bonds.

Fund: An accounting entity with a self-balancing set of accounts that are segregated for the purpose of carrying on identified activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

Fund Accounting: Organizing financial records into multiple, segregated locations for money. A fund is a distinct entity within the municipal government in which financial resources and activity (assets, liabilities, fund balances, revenues, and expenditures) are accounted for independently in accordance with specific regulations, restrictions or limitations. Examples of funds include the general fund and enterprise funds. Communities whose accounting records are organized according to the Uniform Municipal Accounting System (UMAS) use multiple funds.

GASB 34: A major pronouncement of the Governmental Accounting Standards Board that establishes new criteria on the form and content of governmental financial statements. GASB 34 requires a report on overall financial health, not just on individual funds. It requires more complete information on the cost of delivering value estimates on public infrastructure assets, such as bridges, road, sewers, etc. It also requires the presentation of a narrative statement the government's financial performance, trends and prospects for the future.

GASB 45: This is another Governmental Accounting Standards Board major pronouncement that each public entity account for and report other postemployment benefits in its accounting statements. Through actuarial analysis, municipalities must identify the true costs of the OPEB earned by employees over their estimated years of actual service.

General Fund: The fund used to account for most financial resources and activities governed by the normal appropriation process.

General Obligation Bonds: Bonds issued by a municipality for purposes allowed by statute that are backed by the full faith and credit of its taxing authority.

Governing Body: A board, committee, commission, or other executive or policymaking body of a municipality or school district.

Indirect Cost: Costs of a service not reflected in the operating budget of the entity providing the service. An example of an indirect cost of providing water service would be the value of time spent by non-water department employees processing water bills. A determination of these costs is necessary to analyze the total cost of service delivery. The matter of indirect costs arises most often in the context of enterprise funds.

Interest: Compensation paid or to be paid for the use of money, including amounts payable at periodic intervals or discounted at the time a loan is made. In the case of municipal bonds, interest payments accrue on a day-to-day basis, but are paid every six months.

Interest Rate: The interest payable, expressed as a percentage of the principal available for use during a specified period of time. It is always expressed in annual terms.

Investments: Securities and real estate held for the production of income in the form of interest, dividends, rentals or lease payments. The term does not include fixed assets used in governmental operations.

Line Item Budget: A budget that separates spending into categories, or greater detail, such as supplies, equipment, maintenance, or salaries, as opposed to a program budget.

Local Aid: Revenue allocated by the state or counties to municipalities and school districts.

Maturity Date: The date that the principal of a bond becomes due and payable in full.

Municipal(s): (As used in the bond trade) "Municipal" refers to any state or subordinate governmental unit. "Municipals" (i.e., municipal bonds) include not only the bonds of all political subdivisions, such as cities, towns, school districts, special districts, counties but also bonds of the state and agencies of the state.

Note: A short-term loan, typically with a maturity date of a year or less.

Objects of Expenditures: A classification of expenditures that is used for coding any department disbursement, such as "personal services," "expenses," or "capital outlay."

Official Statement: A document prepared for potential investors that contains information about a prospective bond or note issue and the issuer. The official statement is typically published with the notice of sale. It is sometimes called an offering circular or prospectus.

Operating Budget: A plan of proposed expenditures for personnel, supplies, and other expenses for the coming fiscal year.

Overlapping Debt: A community's proportionate share of the debt incurred by an overlapping government entity, such as a regional school district, regional transit authority, etc.

Performance Budget: A budget that stresses output both in terms of economy and efficiency.

Principal: The face amount of a bond, exclusive of accrued interest.

Program: A combination of activities to accomplish an end.

Program Budget: A budget that relates expenditures to the programs they fund. The emphasis of a program budget is on output.

Purchased Services: The cost of services that are provided by a vendor.

Refunding of Debt: Transaction where one bond issue is redeemed and replaced by a new bond issue under conditions generally more favorable to the issuer.

Reserve Fund: An amount set aside annually within the budget of a town to provide a funding source for extraordinary or unforeseen expenditures.

Revaluation: The assessors of each community are responsible for developing a reasonable and realistic program to achieve the fair cash valuation of property in accordance with constitutional and statutory requirements. The nature and extent of that program will depend on the assessors' analysis and consideration of many factors, including, but not limited to, the status of the existing valuation system, the results of an in-depth sales ratio study, and the accuracy of existing property record information.

Revenue Anticipation Note (RAN): A short-term loan issued to be paid off by revenues, such as tax collections and state aid. RANs are full faith and credit obligations.

Revenue Bond: A bond payable from and secured solely by specific revenues and thereby not a full faith and credit obligation.

Revolving Fund: Allows a community to raise revenues from a specific service and use those revenues without appropriation to support the service.

Sale of Real Estate Fund: A fund established to account for the proceeds of the sale of municipal real estate other than proceeds acquired through tax title foreclosure.

Stabilization Fund: A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose.

Surplus Revenue: The amount by which cash, accounts receivable, and other assets exceed liabilities and reserves.

Tax Rate: The amount of property tax stated in terms of a unit of the municipal tax base; for example, \$14.80 per \$1,000 of assessed valuation of taxable real and personal property.

Tax Title Foreclosure: The procedure initiated by a municipality to obtain legal title to real property already in tax title and on which property taxes are overdue.

Trust Fund: In general, a fund for money donated or transferred to a municipality with specific instructions on its use. As custodian of trust funds, the treasurer invests and expends such funds as stipulated by trust agreements, as directed by the commissioners of trust funds or by the community's legislative body. Both principal and interest may be used if the trust is established as an expendable trust. For nonexpendable trust funds, only interest (not principal) may be expended as directed.

Uncollected Funds: Recently deposited checks included in an account's balance but drawn on other banks and not yet credited by the Federal Reserve Bank or local clearinghouse to the bank cashing the checks. (These funds may not be loaned or used as part of the bank's reserves and they are not available for disbursement.)

Undesignated Fund Balance: Monies in the various government funds as of the end of the fiscal year that are neither encumbered nor reserved, and are therefore available for expenditure once certified as part of free cash.

Unreserved Fund Balance (Surplus Revenue Account): The amount by which cash, accounts receivable, and other assets exceed liabilities and restricted reserves. It is akin to a "stockholders' equity" account on a corporate balance sheet. It is not, however, available for appropriation in full because a portion of the assets listed as "accounts receivable" may be taxes receivable and uncollected. (See Free Cash)

Valuation (100 Percent): The legal requirement that a community's assessed value on property must reflect its market, or full and fair cash value.

MASTER FEE SCHEDULE

GENERAL PROVISIONS

A1.07

RECORDS MANAGEMENT PROGRAM

A1.07.017	1995 Code	Charges for printing copies for public information	
		Standard size paper copy (per page)	\$0.10
		Non-standard-size copy-Diskette (each)	\$1.00
		Non-standard-size copy-Magnetic tape (each)	\$10.00
		Non-standard-size copy-VHS videocassette (each)	\$2.50
		Non-standard-size copy-Audio cassette (each)	\$1.00
		Non-standard-size copy-Paper (each)	\$.50
		Non-standard-size copy-Other	Actual Cost
		Personnel Charge per hour	\$15.00
		Overhead charge-20% of personnel charge	Actual
		Microfiche or Microfilm-paper copy	\$.10
		Microfiche or Microfilm-copy	Actual Cost
		Remote document retrieval charge	Actual Cost
		Computer resource charge-Mainframe-per minute	\$17.50
		Computer resource charge-Midsize- per minute	\$ 3.00
		Computer resource charge: Client/server-per minute	\$1.00
		Computer resource charge-PC or LAN-per minute	\$.50
		Programming time charge-per hour	\$26.00
		Miscellaneous supplies	Actual Cost
		Postage and shipping charge	Actual Cost
		Fax charge-Local per page	\$.10
		Fax charge-long distance- same area code-per page	\$.50
		Fax charge-long distance-different area code-per page	\$1.00
		Other costs	Actual Cost

PARKS

1.10 1.10.002	Ord. No. 2016-06 3/22/2016	PARKS	
		Noncommercial fees and deposits:	
		Pavilions (including BBQ pits when available) and concession stand. Schedule for noncommercial fees and deposits for the pavilions located in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
		Less than 100 Patrons	\$50.00/\$50.00
		101-200 Patrons	\$100.00/\$150.00
		201-300 Patrons	\$150.00/\$250.00
		Concession Stands (The concession stand at the splash pad may only be reserved by youth (17 and under). Parent or guardian adult supervision is required. Other fees, including vendor and/or permit fee may apply (see chapter 4 of this code).	\$0.00/\$50.00
		Multipurpose fields:	
		Schedule for noncommercial fees and deposits for multipurpose fields in Fisherman's Park, Bob Bryant Park and Hunter's Crossing Park.	
		Less than 100 Patrons	\$50.00/\$100.00
		101-300 Patrons	\$75.00/\$150.00
		301-500 Patrons	\$100.00/\$200.00
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		Additional park amenities fees non-commercial use.	
		Softball fields -daily/practice use	\$20.00 per hour/\$50.00 flat fee
		Softball fields-additional lighting (6-10 pm)	\$10.00 per hour
		Softball fields-tournament use	\$150.00 per day/\$100.00 flat fee
		Softball fields-tournament use-additional lighting (6-10pm)	\$10.00 per hour
		Sand volleyball court (no lighting available)	\$40.00 per 4- hour block
		Pier/scenic outlook	\$40.00 per 4-hour block
		Pier/scenic outlook-seating at additional cost	\$2.00 per chair
		Tennis & Basketball courts	\$4.00 per 4-hour block
		Tennis & Basketball courts-limited lighting available	\$10.00 per hour (6-10pm)
		Additional equipment required	Standard FEMA rates apply
		Barricades – Type I	\$3.00 each
		Barricades – Type II	\$10.00 each
		Barricades – Type III	\$20.00 each
		Cones 24-36 inches	\$1.00 each
		Cones 48 inches	\$2.00 each
		Commercial fees and deposits:	
		Pavilions (including BBQ pits when available). Schedule for commercial use fees and deposits for the pavilions located in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
		Less than 100 patrons	\$100.00/\$200.00
		101-200 patrons	\$200.00/\$300.00
		201-300 patrons	\$300.00/\$400.00
		Greater than 300	Special event permit required
		Multipurpose fields	
		Schedule for commercial use fees and deposits for the multipurpose fields in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
		0-100 patrons	\$100.00/\$200.00
		101-200 patrons	\$250.00/\$400.00
		201-500 patrons	\$400.00/\$600.00

Additional park amenities fees commercial use.

Softball fields-daily practice use	\$30.00 per hour/\$100.00 deposit
Softball fields-additional lighting (6-10pm)	\$10.00 per hour
Softball fields-tournament use	\$250.00 per day/\$200.00 deposit
Sand volleyball court – 4-hour block (no lighting)	\$80.00
Pier/Scenic outlook – additional seating	\$3.00 per chair
Tennis & Basketball courts – 4-hour block	\$80.00
Tennis & Basketball courts-limited lighting available (6-10 pm)	\$10.00 per hour
City staff – required with 100+ Additional equipment required	\$25.00 per hour Standard FEMA rates
Barricades Type I	\$5.00 each
Barricades Type II	\$20.00 each
Barricades Type III	\$25.00 each
Cones 24-36"	\$2.00 each
Cones 48"	\$4.00 each

The fees and deposits provided for in this section are for one (10) week period of the commercial use. Each ten (10) week period shall require a new fee and deposit.

Rodeo Arena Rental Fees

Rodeo Arena Rental includes lighting	\$200.00 per day
Security Deposit for entire event	\$400.00
Rodeo Arena Rental-4-hour block before dark	\$50.00
4-hour block before dark security deposit	\$100.00 per 4-hr block
Rodeo Arena Rental-4-hour block after dark	100.00
4-hour block after dark security deposit	\$200.00 per 4-hr block

Services required during event

Arena dirt work-City crew-tractor, drag	See Fee Schedule \$50.00 per hour
City Staff (litter, assistance, etc.)	\$20.00 per hour, per person
Electricity for arena lights	\$10.00 per hour
Water for arena dirt work	\$5.00 per 1,000 gallons
RV and/or campsites with hook-ups (includes water/electric)	\$35.00 per day
Concession stand/kitchen	See concession stand agreement

Dog training

Dog training classes in Bark Park only per class	\$25.00
Deposit	\$50.00

Recreation

Membership Fees Monthly	
Individual	Resident \$30; Non-Resid. \$35
Family	Resident \$50; Non-Resid. \$55
Senior/Military/Disabled Person(s)	Resident \$20; Non-Resid. \$25
City Employee	Indiv. \$20; Family \$40
Drop-in Fee	\$5-\$20

LIBRARIES

A1.12

Ord. No. 2019-42
9/24/2019

Membership Fees

Annual Membership	Resident: \$0.00 Non-Resident: \$25.00
Six-month Membership	Resident: \$0.00 Non-Resident: \$15.00

Circulating Material Fines & Fees

Material Returned After Due Date	\$0.10 per item per day after a five-day grace period, \$5.00 cap per item.
Electronic devices returned after Due Date	\$1.00 per item per day, no grace period, \$30.00 cap per item.
Replacement of Bastrop Public Library materials or electronic devices lost or damaged beyond repair	Manufacturer's suggested retail price (MSRP)
Replacement of Interlibrary Loan materials lost or damaged beyond repair	Set by lending library
Interlibrary Loan return shipping costs	\$3.00 per item

Meeting Rooms

Maynard Conference Room	General: \$25.00 per hour
Pressley Meeting Room	General: \$50.00 per hour

Supply and Equipment Fees

Printing – Black & White, Letter-sized paper	\$0.10 per page
Printing – Color, Letter-sized paper	\$1.00 per page
Printing – Black & White, Ledger-sized paper (11X17")	\$0.20 per page
Printing – Color, Ledger-sized paper (11X17")	\$1.20 per page
3D Printing, except as part of an official Library program	\$0.10 per gram

Miscellaneous Fees

Replacement library card	\$1.00
Electronic devices returned via exterior book drop	\$5.00

FILM AND BROADCASTING

FILM AND BROADCASTING

A1.18

A1.18.002

Ord. No. 2016-32
11/8/2016

Film and Broadcasting

BTXN field production rates

Preproduction (Crew coordination, call sheet, and one meeting)	\$35.00
Raw show transfer (*No charge if BTXN is editing requires approximately ½ hour each for set-up and breakdown)	\$20.00*
Administration charge	12% of total bill

BTXN crew member studio production rates per hour (2-hour minimum)

Producer	\$50.00
Director/technical director	\$35.00
Audio technician	\$35.00
Floor manager	\$30.00
Camera operator	\$30.00
Graphics and CG technician/teleprompter operator	\$30.00
Audio assistant	\$25.00
Production assistant	\$20.00

BTXN studio editing rates per hour (2-hour minimum)

Editor	\$40.00 per hour
Graphics/audio mix/color correct	\$50.00 per hour

BTXN studio miscellaneous rates

Additional DVDs (first one no charge with editing time)	\$15.00
Additional video files (one full quality high resolution file included with editing time)	\$15.00
Additional ½ hour editor review session (first one included with editing time)	\$20.00

ANIMAL CONTROL

A2.02		VACCINATION AND LICENSING OF DOGS AND CATS	
A2.02.005	Ord. No. 2005-15 03/22/2005	Guard dog permit	\$35.00
A2.02.008	Ord. No. 2008-10 02/26/2008	License fee Altered dog	\$5.00
		Unaltered dog per animal	\$25.00 per animal, per year
A2.03	Ord. No. 2005-15 03/22/2005	KENNELS AND MULTIPLE PET OWNERSHIP	
A2.03.002		Kennel permit	\$35.00
		Multiple pet owner's permit	\$35.00
		Private breeder's permit	\$35.00
A2.003.006		Commercial animal sales permit	\$35.00
A2.04	Ord. No. 2005-15 03/22/2005	IMPOUNDMENT	
A2.04.001		Authorized fees	
		Initial impoundment fee	\$40.00 per animal
		Dog or cat per additional day	\$3.50 per animal
A2.04.002		Owner surrender fees	
		Animals surrendered by owner/harbinger:	
		owner surrender one pet	\$20.00
		Owner surrender pets in litter, 8 weeks-3 months	\$25.00 per litter
		Owner surrender under 8 weeks of age	\$10.00 per animal
A2.04.007		Adoption of impounded animals	
		Adoption fee with mandatory spay/neuter agreement	\$15.00
A2.04.035		Livestock and estray impoundment fees	
		Cattle, per head	\$40.00 each
		Equine, per head	\$40.00 each
		Swine, per head	\$40.00 each
		Exotic fowl, per bird	\$40.00 each
A2.08	Ord. No. 2005-15 03/22/2005	DANGEROUS DOGS	
A2.08.010		Permit and tag	
		Dangerous dog, unspayed/unneutered	\$100.00 each
		Dangerous dog, spayed/neutered	\$50.00 each
		Dangerous dog, renewal, unspayed/unneutered	\$50.00 each
		Dangerous dog, renewal, spayed/neutered	\$25.00 each

BUILDING REGULATIONS

GENERAL PROVISIONS

A3.01 A3.01.002	Ord. No. 2017-23 09/27/2017	Charges for consulting services Professional/Consultant fees and related charges incurred by the City	Actual fee plus 15% administrative fee
A3.01.003	Ord. No. 2017-23 09/27/2017	Work commencing prior to permit issuance- The greater of:	100% of the calculated permit and inspection fees or \$150, in addition to the required permit and inspection fees
A3.01.004	Ord. No. 2019-42 9/24/2019	Certificate of Occupancy fees: Certificate of Occupancy (occupancy classification change and short-term rentals) Certificate of Occupancy (tenant or leasee change) Copies/Re-issue Certificates of Occupancies, inspection reports Courtesy Inspections Administration fee (per construction permit application which are based on sliding fee scale only) Emergency Repair (<u>must be verified by Building Official</u>) Permit Technology Fee (per construction permit which are based on sliding fee scale only)	\$270 \$85 \$25 \$25.00 50% reduction \$6

BUILDING CODE

A3.04 A3.04.002	Ord. No. 2019-42 09/24/2019	Schedule of permit fees All permit and inspection fees shall be based on the following schedule, unless otherwise stated or authorized by state law: <u>Commercial Construction</u>	<u>*SF Value based on ICC Building Valuation Data</u>
		New Commercial - Less than \$500,000	\$1,000 base fee plus \$5 per additional \$1,000 7.50 per \$1,000 of valuation
		New Commercial - \$500,001 to \$1,000,000	\$3,500 base fee plus \$4.5 per additional \$1,000
		New Commercial - \$1,000,00 to \$5,000,000	\$8000 base fee for the first \$1,000,000 plus \$4 per additional \$1,000
		New Commercial - \$5,000,000 and up	\$24 ,000 base fee for the first \$1,000,000 plus \$3 per additional \$1,000
		New Commercial Inspection Fee (with Permit)	<u>45%</u> of New Construction Permit Fee

Commercial Shell Building	65% of the New Construction Permit Fee
Commercial Tenant Finish out (per space/area)	65% of the New Construction Permit Fee
Commercial Remodel	\$1,000 plus \$.50 per sf
Commercial Roofing permit	\$500.00 + \$0.10 sf
Commercial Accessory Structure	\$215
Commercial Accessory Building – 120 sf or less	\$105
Commercial Accessory Building – 121 sf – 160 sf	\$215
Commercial Accessory Building – 161 sf or more	\$320
Commercial Fences and flatwork	\$190
Commercial Miscellaneous Inspections	\$95 per inspection; after hours -2 hour minimum
Commercial reinspection (per inspection)	\$95
Commercial Minimum Permit, if no fees listed are applicable-	\$530

Residential Construction

New Residential – Less than 900 sf	sf; \$690
New Residential – 901 sf to 1500 sf	\$1200 plus \$0.25 per sf
New Residential – 1501 sf to 5000 sf	\$1500 plus \$0.25 per sf
New Residential – 5001 sf and up	\$2000 plus \$0.25 per sf
New Residential Inspection Fee (with Permit)	45% of New Construction Permit Fee
<u>Residential Remodel (total residence)</u>	\$530
Residential Kitchen Remodel	\$160
Residential Bathroom Remodel	\$160
Residential Remodel - other	\$160
Roofing permit – Residential	\$160
<u>Residential Accessory Structure</u>	\$160
<u>Residential Accessory Buildings - 120 sf or less</u>	\$85
<u>Residential Accessory Building - 121 sf to 160 sf</u>	\$160
<u>Residential Accessory Building - 160 sf and up</u>	\$320
Accessory Dwelling Unit Finish-Out	\$500
Residential Fence-and flatwork	\$85

Residential Miscellaneous Inspections	\$85
Residential reinspection (pe inspection)	\$75
Residential Minimum (Base) Permit Fees if no listed fees are applicable:	\$110

Other fees not listed above	
Construction Trailer – includes hookup fee for electrical and plumbing (excludes fees charged by other utility entities)	\$500
Appeal to Construction Standards Board	\$150

A3.17	Floodplain Development Permits:	
	Single Family, community facility	\$150
	Multifamily, commercial, industrial	\$250
A3.17	Floodplain Development Permit Variance:	\$150

A.3.05
A.3.05.035

Ord. No. 2017-23
9/26/17

ELECTRICITY – ELECTRICAL CODE

Electrical Construction

Commercial attachment permit.	\$160
Commercial trade permit (each project/permit)	\$215 per building, plus \$150 per additional floor (+1 stories)
Commercial reinspection (per inspection)	\$95

Ord. No. 2019-42
9/24/2019

Residential attachment permit.	\$75
Residential Trade permit (each project/permit)	\$85
Residential reinspection (per inspection)	\$75

A3.06

Ord. No. 2019-42
9/24/2019

PLUMBING CODE

Plumbing Construction

Commercial attachment permit.	\$160
Commercial Trade Fee (each project/permit)	\$215 per building, plus \$150 per additional floor (+1 stories)
Commercial Irrigation Permit	\$215
Commercial reinspection Fees (per inspection)	\$95
Residential attachment permit.	\$85

		Residential Trade Fee (each project/permit)	\$75
		Residential Irrigation Permit	\$85
A3.06.037	Ord. No. 2019-42 9/24/2019	Residential Water Heater Replacement	\$85
		Residential reinspection (per inspection)	\$75
A.3.07		MECHANICAL CODE	
A3.07.001	Ord. No. 2019-42 9/24/2019	Mechanical Construction (HVAC)	
		Commercial attachment permit.	\$160
		Commercial Trade Fee (each project/permit)	\$215 per building, plus \$150 per additional floor (+1 stories)
		Commercial HVAC unit replacement (per unit)	\$105
		Commercial reinspection Fees(per inspection)	\$95
		Residential attachment permit.	\$85
		Residential Trade Fee (each project/permit)	\$85
		Residential HVAC Replacement	\$85
		Residential reinspection Fees (per inspection)	\$75
A3.15		SWIMMING POOLS	
A3.15.001	Ord. No. 2019-42 9/24/2019	Pool Permit and inspection fees.	
		Commercial Swimming pool permit	\$795
		Commercial reinspection (per inspection)	\$95
		Residential Swimming Pool Permit	\$215
		Residential reinspection Fees (per inspection)	\$75
A3.16		Moving of Structures, Demolition and Site Work	
A3.16.001	Ord. No. 2019-42 9/24/2019	Permit and inspection fees.	
		Demolition Permit:	
		Commercial	\$530
		Residential	\$375
		Moving Permit:	
		Portable structure	\$85
		Permanent structure Over 160 sq. ft.	\$160

Road Closure/ROW obstruction	\$150
Commercial reinspection Fees (per inspection)	\$95
Residential reinspection fee (per inspection)	\$75.

A3.18

MOBILE HOME PARKS

A3.18.002	1995 Code	New Mobile Home Park Permit	\$500.00 plus \$25 per space
A3.18.003	1995 Code	License.	
		Original license	\$1,000.00
		Annual Renewal License	\$500.00
		Transfer of Mobile Home license fee.	\$500.00

A3.20.054 Ord. No. 2017-23
9/26/17

A3.21
A3.21.064

STREETS, RIGHTS-OF-WAY AND PUBLIC PROPERTY

Ord. No. 2019-42 9/24/2019	Work within the Right-of-Way Permit (driveway, sidewalks, culvert or drainage channel mod., etc.)	\$200
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A3.22 Ord. No. 2017-23
09-26-2017

BUSINESS REGULATIONS

A4.03	Ord. No. 2017-03	TAXICABS, SHUTTLES AND TOURING VEHICLES	
A4.03.001		License Fee – Annual license and inspection fee for taxicabs, shuttles, touring and alternative vehicles.	\$25.00 Per Vehicle \$12.00 Additional fee, per driver.
A4.04	Ord. No. 2005-7	PEDDLERS, SOLICITORS AND VENDORS	
A4.04.033		Fees	
		Individual peddler, solicitor and vendor permit (60 days).	\$30.00
		Individual peddler, solicitor, vendor permit (each agent or employee).	\$10.00
		Renewal of individual peddler, solicitor and vendor permit.	\$15.00
		Replacement permit.	\$10.00
A4.04.073	Ord. No. 2005-7	Permit for temporary/seasonal and multiple vendors – Fee; right of city to refuse permit	
		Temporary/seasonal and/or multiple vendors or events permit (30 days).	\$100.00
		Temporary/seasonal and/or multiple vendors or events permit (60 days).	\$150.00
		Temporary/seasonal and/or multiple vendors or events permit (90 days).	\$200.00
		Replacement permit.	\$10.00
A4.04	Ord. No 2020-02	Mobile Food Court – Mobile Food Vendor	
		Six Month Per Year	\$400.00 \$600.00
	Ord. No 2020-02	Accessory to Primary Use – Mobile Food Vendor	
		Six Month Per Year	\$1,300.00 \$2,400
	Ord. No 2020-02	Temporary Mobile Food Vendor Permit	
		Three Day – No- cooking oil or gas	\$175.00
		Three Day	\$350.00
		Three Months – No cooking oil or gas	\$600
		Three Months	\$1,200
		Special Event Mobile Food Vendor Permit Per Permitted Special Event per Trailer	\$100
A4.05	1995 Code	COIN-OPERATED MACHINES	
A4.05.001		Occupation Tax – Charge for release of machine sealed for nonpayment.	\$5.00
A4.06		SPECIAL EVENTS PERMITS, PUBLIC GATHERINGS AND PARADES	
A4.06.008	Ord. No. 2009-12, 6/9/09	Application Processing Fee	
		With proof of non-profit status (i.e., 501-C)	\$100.00
		Processing fee all others.	\$300.00

		Security deposit for damages/cleanup.	\$500.00
		Refundable if the location of the special event is clean and free of litter and damage.	
		Inspection fee required for amusement rides, temporary structures, and special electrical and water/wastewater needs.	\$50.00
A4.07	1995 Code	Re-inspection fee required for above-described items.	\$75.00
A4.07.033		SEXUALLY ORIENTED BUSINESSES	
		Division 2. License - Fee	
		Initial Application	\$2,000.00
		Annual Fee	\$500.00
A4.10	Ord. No. 2014-5, 4/22/14	VEHICLE TOWING	
A4.10.011		Fees for non-consent tows. (Maximum fees allowed)	
		Regular towing charge (for vehicles not requiring the use of heavy-duty wrecker) for vehicles 10,000 pounds or less.	\$150.00
		If medium duty or heavy-duty wrecker is used to tow vehicles in excess of 10,000 pounds.	\$300.00
		The following additional fees may be charged if verified by the peace officer in charge of the accident scene:	
		Exceptional labor such as clearing debris. Exceptional labor does not include normal hook-up procedure or routine cleanup not to exceed 30 minutes. and does not include the disposal of classified hazardous waste or vehicle cargo.	\$75.00 per hour
		Winching, one-hour minimum, only if normal hook-up is not possible because of conditions or location of vehicle	\$75.00 per hour
		Wait time, if it exceeds 30 minutes from time of arrival at the accident scene.	\$35.00 per hour
		Flat fee for use of medium duty or heavy-duty wrecker, if it exceeds 30 minutes from time of arrival.	\$100.00 per hour
		If an additional operator is required to complete a tow, the second operator may charge a fee.	\$35.00 per hour
		Towing fee study: Towing company(ies) requesting a towing fee study from the city shall deposit prior to the city beginning the study.	\$500.00

FIRE PREVENTION AND PROTECTION

A5.08

Ord. No. 2017-18,
Exh. A, 7/11/17

EMERGENCY, FIRE AND RESCUE SERVICES

A5.08.001

Fees and Charges

Unit of Measure	Apparatus	Price per Hour
Per engine	Class A engine	\$500.00
Per aerial	Aerial	\$500.00
Per rescue unit	Rescue (heavy)	\$600.00
Per brush unit	Brush truck	\$400.00
Per command unit	Command car/truck	\$200.00
Per PPV fan	PPV fan	\$55.00
Per generator	Generator, portable	\$55.00
Per generator	Generator	\$55.00
Per saw	Chain saw	\$45.00
Per pump	Portable pump	\$95.00
Per pump	Float pump	\$65.00

Unit of Measurement	Tool	Price
Per incident	Foam nozzle	\$55.00
Per incident	Foam eductor	\$50.00
Per gallon	AFFF foam	\$40.00
Per gallon	Class A foam	\$25.00
Per incident	Piercing nozzle	\$40.00
Per incident	M/S fog nozzle	\$55.00
Per incident	M/S straight bore nozzle	\$30.00
Each used	Salvage cover	\$28.00
Each used	SCBA pack	\$85.00
Per incident	Hall runner	\$18.00
Per incident	Portable tank	\$75.00
Per incident	Water extinguisher	\$22.00
Per incident	Dry chemical extinguisher	\$45.00
Per incident	CO ₂ extinguisher	\$45.00
Each used	Scene lights	\$22.00
Each used	Water vests	\$30.00
Per incident	Thermal imaging camera	\$75.00
Per incident	Sawzall	\$55.00
Unit of Measurement	Supplies/Service	Price

Per bag	Absorbent	\$17.00
Each used	Absorbent booms	\$40.00
Each used	Top sol	\$35.00
Each used	Disposable coveralls	\$30.00
Each used	Neoprene gloves	\$20.00
Each used	Latex gloves	\$6.00
Each used	Over boots	\$25.00
Each used	Disposable goggles	\$15.00
Each used	Gas plug kit	\$50.00
Each used	Plug and dike	\$65.00
Each used	Drum liners	\$10.00
Each used	Barricade tape	\$22.00
Each used	Poly sheeting	\$55.00
Per incident	Removal of hazardous material	\$150.00
Per incident	Disposal of hazardous material	\$150.00
Per incident	Gas multimeter	\$65.00
Per incident	CO ₂ meter	\$65.00
Per quart	Microblaze	\$10.00
Per 5 gallons	Microblaze	\$150.00
Unit of Measurement	Tool	Price
Per incident	Spreaders	\$250.00
Per incident	Cutters	\$250.00
Per incident	Rams	\$250.00
Per incident	Air bags	\$250.00
Per incident	K-12 saw	\$55.00
Per incident	Target saw	\$55.00
Per incident	Ajax tool	\$25.00
Per incident	K-tool	\$25.00
Per incident	Windshield tool	\$15.00
Each used	Rescue blanket	\$32.00
Each used	Rope	\$25.00

Collision investigation fee. Charged in responses where no mitigation services, debris removal, or rescue services are performed: \$275.00

A5.10

Ord. No. 2019-25,
Exh. A, 8/27/2019

FIRE PLANNING REVIEW AND INSPECTIONS

Fees and Charges



Cancellation Fees	
Cancellation Fee	\$100.00
License/Use Permits	
Fire Protection System Permit	\$30.00
Annual permit to ensure that life-safety systems including sprinkler systems, alarm systems, stand-pipe systems, and hood systems, have been inspected by a third party.	
Hazardous Materials Permit Fee	Variable based upon Haz-Mat
Fees paid once every 3 years. Note: Range based on number of gallons of liquid, pounds of solid, and cubic feet of gas.	
Hazardous Materials Permit Renewal	Variable based upon Haz-Mat
High Pile Review	\$145.00
High Pile Review with Hazmat	\$215.00
High Pile Storage Permit	
Annual Fee for High Pile Storage	
0-15,000 sq. feet	\$100.00
15,001-50,000 sq. feet	\$200.00
> 50,001 sq. feet	\$300.00
Printing/Copies	
Inspection Reports	Same
System Plans and Calculations	Same
Professional Services/Analysis	
After Hours Fire Inspection	\$100/hour (2 hour minimum)
Annual State Short-Term Occupancy Inspections	
Includes Daycare, Foster Care, Adoption, Halfway Houses, Group Care, MHMR, Adult Daycare, or other short term	
1-30 Occupants	\$75.00
>30 Occupants	\$150.00
Clean Agent Extinguishing System Inspection	
1-50 heads	\$145.00
> 50 heads	\$145 + \$0.50 per head over 50
Fire Alarm System or Fire Sprinkler System Inspection	
Less than \$6,250	\$300
\$6,250 to \$250,000	\$425
\$251,000 to \$500,000	\$525
\$501,000 to \$1,000,000	\$675
\$1,000,000 to \$3,000,000	\$950
3,000,000 to \$6,000,000	\$1,425
\$6,000,000 and up	\$1,425 plus \$0.38 for each additional \$1,000.00

Fire Final (Certificate of Occupancy) Inspection	
0-10,000 sq ft	\$100.00
> 10,000 sq. ft.	\$100 + \$1.00/SF over 1,000
Fire Pump Test	\$315.00
Generator Testing	
<660 gallons of fuel	\$100.00
>660 gallons of fuel	\$150.00
Hospitals/Similar Occupancy Inspections	\$100
Nursing Home/Occupancy Inspections	\$100
Hydrant Flow Testing Reports	
Actual flow test performed	\$150.00
Each additional hydrant	\$75.00
Pulled from files	\$25.00
Hydrostatic Tests	\$100.00
Kitchen Extinguishing Hood System Test	\$100.00
Miscellaneous Inspections	\$100 plus \$50/hour over 1 st hour
Mobile Food Vendor Inspection (LP Gas)	\$100.00
Inspection of use, storage, handling and transportation	
Standpipe Flow Test - Requires Eng. Company	
1st building	\$600.00/building
Additional building	\$150 per additional bldg.
State Licensed Occupancy Inspections	\$100.00
Includes Labs, Clinics, Massage Therapy, Rehabilitation, Bonded Warehouses, Physical Therapy, or other similar	
Re-inspection Fee	\$125 plus \$65/hour over 2 hours
Site/Plan Reviews	
Access Control & Egress Impact Systems Review (per system submitted)	\$125.00
Dry/Wet Chemical & Clean Agent System Review (per system submitted)	\$125.00
Fire Alarm System or Fire Sprinkler System Plan Review	Plus 5% Administrative Fee on all permits

"Alarm devices" include individual pieces of equipment such as initiating devices, signaling devices, fire alarm panels, and power extenders.	
Less than \$6,250	\$200
\$6,250 to \$250,000	\$300
\$251,000 to \$500,000	\$425
\$501,000 to \$1,000,000	\$550
\$1,000,000 to \$3,000,000	\$800
3,000,000 to \$6,000,000	\$1,200
\$6,000,000 and up	\$1,200 plus \$0.38 for each additional \$1,000.00
Charge for drawings to a scale other than 1/8"=1'	\$10.00 per sheet
Standpipe Systems Review (per system submitted)	\$150.00
Site Plan Review	\$150
Preliminary Design/Review Fee	\$100/hour (1 hour minimum)
This fee is charged to the customer for staff time needed to provide code consultations, code interpretations, and preliminary design input for new architectural and engineering designs.	
Special Events	
Burn Permit (Special Event)	\$100.00
Carnival/Circus Operational Permit	\$200.00
Permit required for outdoor events with expected attendance of > 75 people with some exceptions granted	
Festival/Fair Operational Permit	
49 - 499 Expected Attendees	\$150.00
>500 Expected Attendees	\$300.00
Fire Watch (Stand By for Special Events)	\$100/hour (2 hour minimum)
Fireworks/Pyrotechnics	\$200.00
Fee includes plan review, license review, and site inspection	
Public Assembly Permit	\$150.00
Annual permit requirement for nightclubs	
Re-inspection Fee for Special Events	\$16.00
Fee is charged for inspector to revisit a special event site due to safety findings in initial inspection	
Special Effects	\$100.00

Special Event Permit Revision Fee	\$75.00
Fee is charged for a re-review of site plan changes for a special event	
Stand By Type VII Fire Apparatus	\$150 per hr. (2 hour minimum)
This is for a six wheeler ATV with 2 firefighters.	
Stand By Type VI Fire Apparatus	\$200 per hr. (2 hour minimum)
This is for a Brush Truck with 2 firefighters.	
Standby Fire Apparatus (Engine Company)	\$300 per hr. (2 hour minimum)
This is for a Fire Engine with 4 firefighters	
Temporary Change of Use Permit	\$150.00
Permit issued for hosting public events of > 50 people in a non-public event structure	
Temporary Helistop Permit	\$150.00
Permit is required to ensure temporary helistop is in compliance with adopted Fire Code and applicable NFPA standards	
Temporary Occupancy Load Adjustment	\$100.00
Tents/Temporary Membrane Structure Permit	\$100.00
Permit required for tents walled on any side in excess of 400 sq. ft. or any tent which exceeds 700 sq. ft. in area. Permit also required for temporary membrane structures.	
Theatrical Performance w/ Open Flame	\$100.00
Performances with open flames	
Trade Show/Exhibit Permit	\$100.00
Permit required for all events classified as trade shows, exhibits, or garden shows	
Trade Show/Exhibit Additional Floor Plan Review	\$50.00

MUNICIPAL COURT

		MUNICIPAL COURT - GENERAL PROVISIONS	
A7.01			
A7.01.014	1995 Code	Jurors - Jury fee. Jury fee for defendant convicted after requesting jury trial	\$5.00
A7.01.023	1995 Code	Fee for person requesting driving safety course.	\$10.00
		MUNICIPAL COURT - BUILDING SECURITY FUND	
A7.02			
A7.02.002	1995 Code	Assessment of fee - Security fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court.	\$3.00
		TECHNOLOGY FUND	
A7.03			
A7.03.002	1995 Code	Assessment of fee - Technology fee for defendants convicted of a misdemeanor offense in the municipal court.	\$4.00
		JUVENILE CASE MANAGER FUND	
A.7.04			
A.7.04.002	Ord. No. 2005-40, 11/22/05	Assessment of fee - Juvenile case manager fee for defendants convicted of a fine-only misdemeanor offense (except for parking citations) in municipal court.	\$5.00

OFFENSES AND NUISANCES

A8.05.091	1995 Code	ABANDONED AND JUNKED VEHICLES	
		Fee to accompany report of garage keeper to police department	\$5.00

TRAFFIC AND VEHICLES

A12.12.005		Golf Carts	
		Registration Annually	\$20/Initial \$10 Renewal
A12.14.005		Dockless vehicle for hire permit agreements	
		Annual Business Permit (non-refundable)	\$500
		Annual Fee for each Dockless vehicle	\$50/each
A12.14.005		Dockless vehicle operations	
		Fee for return of impounded vehicle	\$50/each

UTILITIES

A13.04.010

Ord. No. 2005-44 11/22/05

On-Site Sewage Facilities Permit Fees

Standard System	\$250
Designed System	\$400
Modification to Standard Permit	\$100
Modification to Designed Permit	\$100
Adjustment from Standard to Design	\$100
Holding Tank	\$200
Septic Tank Replacement	\$125
Reinspection (Failed installation Inspection)	\$125
Maintenance Contract Renewal	\$25

Solid Waste

A13.08.015

Ord. No. 2019-42 9/24/2019

Residential Service monthly charge	
Residential Additional Cart monthly charge	\$17.69
Residential Additional Recycling Cart monthly charge	\$5.79
	\$2.31

Progressive Waste Solutions directly invoices Commercial Customers for the following Services:

Commercial Solid Waste Dumpster Services

Container Size	Weekly Collection Frequency ¹						Extra Pickups ¹
	1	2	3	4	5	6	
96-Gallon Cart	\$26.69			N/A	N/A	N/A	
2 CY Dumpster	\$77.12	\$210.21	\$258.83	\$275.09	\$316.34	\$332.16	\$71.77
3 CY Dumpster	\$83.93	\$155.56	\$246.30	\$328.09	\$409.85	\$436.46	\$77.56
4 CY Dumpster	\$115.36	\$168.17	\$269.04	\$358.27	\$447.81	\$522.25 \$548.36	\$81.03
6 CY Dumpster	\$126.39	\$206.63	\$349.18	\$438.68	\$548.35	\$658.01	\$96.09
8 CY Dumpster	\$144.19	\$250.07	\$374.00	\$486.74	\$608.42	\$730.10	\$109.98
10 CY Dumpster	\$153.60	\$253.53	\$396.88	\$530.08	\$662.60	\$795.12	\$122.70

Commercial Recycling Dumpster Services (Non-Exclusive)

Container Size	Weekly Collection Frequency						Extra Pickups
	1	2	3	4	5	6	
96-Gallon Cart	\$21.14			N/A	N/A	N/A	
2 CY Dumpster	\$69.41	\$189.19	\$232.46	\$247.57	\$284.72	\$298.95	\$71.77
3 CY Dumpster	\$75.54	\$140.00	\$226.30	\$281.34	\$377.18	\$452.61	\$77.56
4 CY Dumpster	\$90.93	\$163.78	\$245.67	\$327.57	\$409.45	\$491.33	\$81.03
6 CY Dumpster	\$94.79	\$154.97	\$261.89	\$329.02	\$411.25	\$493.52	\$96.09
8 CY Dumpster	\$100.94	\$175.05	\$261.80	\$340.71	\$425.89	\$511.07	\$109.98
10 CY Dumpster	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122.70

Additional Fee Commercial Services

Description of Service	Fee
Lock	\$12.74 per month
Set of casters	\$23.15 per month
Opening and closing of enclosures	No Charge
Excessive maintenance	\$115.76 per swap more than 1× per year

Temporary Refuse Roll-off Services (Maximum allowable fee)

Roll-off Type and Size	Container Rental Fee ² (Per Day)	Initial Delivery Fee One-time)	Collection Fee (Per Pull)	Disposal Fee ³ (Per Ton)	Processing Fee ⁴ (Per Ton)
10 CY Roll-off ¹	\$5.50	\$150.18	\$361.56	\$26.89	\$0.00
15 CY Roll-off ¹	\$5.50	\$150.18	\$361.56	\$26.89	\$0.00
20 CY Roll-off	\$5.50	\$150.18	\$361.56	\$26.89	\$0.00
30 CY Roll-off	\$5.50	\$150.18	\$361.56	\$26.89	\$0.00
40 CY Roll-off	\$5.50	\$150.18	\$361.56	\$26.89	\$0.00

*Could be subject to fees associated with contamination of materials.

Permanent Refuse Roll-off Services (Maximum Allowable Fees)

Roll-off Type and Size	Container Rental Fee (Per Month)	Compactor Rental Fee ¹ (Per Month)	Collection Fee (Per Pull)	Disposal Fee ² (Per Ton)	Processing Fee ³ (Per Ton)
10 CY Roll-off	\$115.76	N/A	\$361.56	\$26.89	\$0.00
15 CY Roll-off	\$115.76	N/A	\$361.56	\$26.89	\$0.00
20 CY Roll-off	\$115.76	N/A	\$361.56	\$26.89	\$0.00
30 CY Roll-off	\$115.76	N/A	\$361.56	\$26.89	\$0.00
40 CY Roll-off	\$115.76	N/A	\$361.56	\$26.89	\$0.00
25 CY Roll-off Compactor	N/A	\$347.29	\$361.56	\$26.89	\$0.00
30 CY Roll-off Compactor	N/A	\$376.23	\$361.56	\$26.89	\$0.00
40 CY Roll-off Compactor	\$137.81	\$405.16	\$361.56	\$26.89	\$0.00

¹ Does not apply if the customer owns the compactor unit.

² Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.

³ Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.

- Container Rental fee only applies if the customer has less than a minimum of 2 pulls per month.
- Processing Fee may be subject to charges relating to contamination.

A13.09

UTILITY FEES AND DEPOSITS

A13.09.003	Ord. No. 2015-16 9/22/15	Return Trip – Failure to have presence of responsible person for connection	\$25
A13.09.004	Ord. No. 2015-16 9/22/15	Credit Check	Actual Cost
A13.09.005	Ord. No. 2015-16 9/22/15	Residential Electric Deposit	\$200
		Residential Water Deposit	\$75
		Commercial Deposit	Equivalent of twelve (12) months average times two (2), plus fifteen (15)%
		Temporary Deposit follows same rules for Residential and commercial above	
		Temporary Services – nonrefundable fee	\$50
		Solid Waste Deposit	\$50
A13.09.006	Ord. No. 2015-16 9/22/15	Deferred Payment Plan – Administration Fee	\$25
A13.09.007	Ord. No. 2015-16 9/22/15	New Application Fee	\$50
		Disconnect Fee	\$50
		Reconnect Fee	\$50
		After Hours Reconnect Fee	\$75
		Trip Fee – Investigation during regular business hours	\$50
		Trip Fee – Investigation after hours	\$100
		Miscellaneous Service Fee	\$50
		Meter Re-reading Fee	\$25
		Meter Inaccessible Fee	\$25
		Transfer of Service Fee (per account)	\$20
		Returned Check Fee	Actual cost to the City
		Meter Testing Fee – unless City initiated	Actual cost plus \$25 fee
		Tampering with City Meter Charge – Actual costs could include cost of actual amounts of service used without City authorization, and cost associated with investigating the tampering claim.	Minimum \$500 or actual damages or both
A13.11.001	Ord. No. 2015-05 3/24/15	Reclaimed Water for Irrigation – per 1,000 gallons	\$5 Minimum \$5
A13.11.002	Ord. No. 2015-05 3/24/15	Reclaimed Water – Cost related to permitting, inspecting and application	
		Application Fee	\$150
		Resubmission/application review Fee	\$50
		Volume Charges per 1,000 gallons	\$5
		Engineering and other Professional Services	Actual Costs
		Security Deposit	\$500

CEMETERIES

FAIRVIEW CEMETERY

A15.01			
A15.01.012	Ord. No. 2020-27 9/8/20	Cost of one (1) plot – Resident of the City of Bastrop	\$1,500
		Cost of one (1) plot – Non-Resident of the City of Bastrop	\$3,500
		80% of the fee is deposited into the Operating fund	
		20% of the fee is deposited into the Permanent Fund	
		Recording Fee	\$30
		Permit Fee	\$25

BASTROP BUILDING BLOCK (B³) CODE

	Ord. No. 2019-42 9/24/2019	Administration fee (per application, included in fees below unless otherwise noted)	5% of application fee
		Completeness Check (per application review)	\$250
		Technology Fee (per application, included in fees below)	\$6
		Meeting Re-Notification, if required by applicant action	\$500
		Appeal of Administrative Decision	\$531
		Appeal of Board/Commission Decision	\$531
		Misc. Administrative Plan Review	\$531
B ³ Code Sec. 1.4.010	Ord. No. 2019-42 9/24/2019	SUBDIVISION	
		Preliminary Plat Review (plus 5% administration fee)	\$1706 + \$125 per acre
		Final Plat Review (plus 5% administration fee)	\$1,281 + \$125 per acre
		Amended/Administrative Plat Review (plus 5% administration fee)	\$1,281 + \$25 per acre
		Replat Review (plus 5% administration fee)	\$1,281 + \$125 per acre
		Plat Vacation Review	\$1,345
		Public Improvement Plan Review	\$5,256
		Single Improvement Public Improvement Plan Review	minimum + all professional fees*
		Public Improvement Plan Amendment Review	\$1,345
		Public Improvement Inspections	3.5% of total cost of improvement**, \$2,500 minimum
		Public Improvement Plan Agreement Review	\$3,156 + all professional fees*
		Conceptual Drainage Plan Review	\$1,266
		Preliminary Drainage Plan Review	\$2,421
		Final Drainage Plan Review	\$1,581
		Preliminary Infrastructure Plan Review	\$2,001



Subdivision Variance Review	\$3,681
Plat Recordation with the County	\$150 + fees charged by the County
Platting Exemption Determination	\$50
License Agreement Review	\$3,156, plus professional fees*
Land Disturbance Permit	\$216
License to Encroach Review, Easement	\$531, plus professional fees*
License to Encroach Review, Right-of-Way	\$794, plus professional fees*
Traffic Impact Analysis Review	\$557, plus professional fees*
Right-of-Way Vacation Review	\$1,791, plus professional fees*
Easement Vacation Review	\$899, plus professional fees*
Neighborhood Regulating Plan	\$1056

PARKLAND DEDICATION

Less than 4 dwelling units per building	\$500 per Unit
4 or more dwelling units per building	\$400 per Unit

SITE DEVELOPMENT

Site Development Plan Review (plus 5% administration fee)	\$1706 + \$125 per acre
Site Development Plan Amendment Review	\$531
Site Development Inspections	\$500

GIS MAPPING FEES

Map Printing	\$6.67 per square foot + \$50 an hour
Custom Map	\$250 per hour
Public Improvement Plan Digitizing, May be waived if digital plans provided per City specifications	\$250 per hour

ZONING

B ³ Code Sec. 2.1.001	Ord. No. 2019-42 9/24/2019	Zoning Concept Scheme Review (greater than or equal to 3.4 acres) (plus 5% administration fee)	\$3,006 + \$200 per acre (rounded up)
B ³ Code Sec. 2.1.001	Ord. No. 2019-42 9/24/2019	Zoning Concept Scheme Review (less than 3.4 acres)	\$1,581

Test			Test
B ³ Code Sec. 2.1.001	Ord. No. 2019-42 9/24/2019	Planned Development Zoning Amendment Review (plus 5% administration fee)	\$9,006 + \$200 per acre (rounded up)
B ³ Code Sec. 2.1.002	Ord. No. 2019-42 9/24/2019	Zoning Variance Review	\$3,681
		B ³ Code Text Amendment Review	\$2,106, plus professional fees*
		Comprehensive Plan Amendment Review	\$1,056, plus professional fees*
		Development Agreement Review	\$3,156, plus professional fees*
		Special District Creation (MUD, PID, SUD, WCID, etc.)	\$26,256 + Professional fees*
		Zoning Verification Letter	\$156
B ³ Code Chapter 8	Ord. No. 2019-42 9/24/2019	SIGNS	
		Off-Premise Sign (Billboard) Repair	\$452
		Repair or reface of existing sign cabinet	\$85
		Building Signs (structural): Awning, Band (wall), Blade, Marquis, Outdoor Display Case, Construction Site (plus 5% administration fee)	\$106 plus \$1 per square foot
		Building Signs (non-structural): Nameplate, Window (plus 5% administration fee)	\$56 plus \$1 per square foot
		Small Freestanding Signs: Yard, Directional	\$50
		Large Freestanding Signs: Monument, Pylon, Development Information, Construction Site (plus 5% administration fee)	\$206 plus \$2/ft. of sign height and \$2/sq. ft. of sign area
		Banner	\$58.50 per two- week period
		Sidewalk Sign	\$58.50
		Master Sign Plan Review	\$531
		Administrative Sign Variance Review	\$1,056
		ZBA Sign Variance Review	\$3,681
B ³ Code Chapter 9	Ord. No. 2019-42 9/24/2019	HISTORIC PRESERVATION	
		Certificate of Appropriateness	\$58.50
		Certificate of Appropriateness - Demolition or Relocation	\$111
		*In accordance with Article 1.14 Professional and Consulting Fees or approved professional agreement	
		** Based on certified cost estimate provided by engineer of record and approved by the City	



Financial Management Policy

*APPROVED
AUGUST 24, 2021*

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PURPOSE STATEMENT

The overriding goal of the Financial Management Policy is to enable the City to achieve a long-term stable and positive financial condition while conducting its operations consistent with the Council-Manager form of government established in the City Charter. The watchwords of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The purpose of the Financial Management Policy is to provide guidelines for the financial management staff in planning and directing the City's day-to-day financial affairs and in developing recommendations to the City Manager.

The scope of the policies spans accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash management, expenditure control and debt management.

ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

ACCOUNTING

The City of Bastrop finances shall be accounted for in accordance with generally accepted accounting principles as established by the Governmental Accounting Standards Board. The fiscal year of the City shall begin on October first of each calendar year and shall end on September thirtieth of the following calendar year. This fiscal year shall also be established as the accounting and budget year. Governmental fund types use the modified accrual basis of accounting, revenues are recognized when susceptible to accrue (i.e., when they are measurable and available). Expenditures are recognized when the related funds liability is incurred, if measurable, except for principal and interest on general long-term debt, which are recorded when due.

Proprietary fund types are accounted for on a full accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred

FUNDS

Self-balancing groups of accounts are used to account for city financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. Governmental funds are used to account for the government's general government activities and include the General, Special Revenue, Debt Service and Capital Project funds.

EXTERNAL AUDITING

The City will be audited annually by outside independent auditors. The auditors must be a CPA firm of national reputation and must demonstrate that they have the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. The auditors' report on the City's financial statements including any federal grant single audits will be completed within 120 days of the City's fiscal year end, and the auditors' management letter will be presented to the city staff within 150 days after the City's fiscal year end. An interim management letter will be issued prior to this date if any materially significant internal control weaknesses are discovered. The city staff and auditors will jointly review the

management letter with the City Council within 60 days of its receipt by the staff.

EXTERNAL AUDITORS RESPONSIBLE TO CITY COUNCIL

The external auditors are accountable to the City Council and will have access to direct communication with the City Council if the city staff is unresponsive to auditor recommendations or if the auditors consider such communication necessary to fulfill their legal and professional responsibilities.

EXTERNAL AUDITOR ROTATION

The City will not require external auditor rotation but will circulate requests for proposal for audit services periodically, normally at five-year intervals or less.

EXTERNAL FINANCIAL REPORTING

The City will prepare and publish a Comprehensive Annual Financial Report (CAFR). The CAFR will be prepared in accordance with generally accepted accounting principles and may be presented annually to the Government Finance Officers Association (GFOA) for evaluation and possibly awarding of the Certification of Achievement for Excellence in Financial Reporting. The CAFR will be published and presented to the City Council within 180 days after the end of the fiscal year. City staffing and auditor availability limitations may preclude such timely reporting. In such case, the Chief Financial Officer will inform the City Manager and the City Manager will inform the City Council of the delay and the reasons, therefore.

INTERNAL CONTROLS

WRITTEN POLICIES & PROCEDURES

The Finance Department is responsible for developing city-wide written policies & procedures on accounting, cash handling, and other financial matters. The Policies will be reviewed by the City Manager and approved by the City Council. The procedures will only need approval by the City Manager.

The Finance Department will assist department managers as needed in tailoring these written procedures to fit each department's requirements.

INTERNAL AUDIT

The Finance Department may conduct reviews of the departments to determine if the departments are following the written procedures as they apply to the departments.

Finance will also review the written policies and procedures on accounting, cash handling and other financial matters. Based on these reviews Finance will recommend internal control improvements as needed.

DEPARTMENT MANAGERS RESPONSIBLE

Each department manager is responsible to the City Manager to ensure that good internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented, and that all independent and internal control recommendations are addressed.

OPERATING BUDGET

PREPARATION

The City's "operating budget" is the City's annual financial operating plan. It consists of governmental and proprietary funds, including the general obligation debt service fund. The budget is prepared using the same basis of accounting as the audited financial statements. The budget is prepared by the City Manager with the assistance of the Chief Financial Officer and cooperation of all city departments. The City Manager transmits the document to the City Council thirty (30) days prior to the commencement of the fiscal year per the City Charter. The budget should be enacted by the City Council prior to the fiscal year beginning. The operating budget may be submitted to the GFOA annually for evaluation and possible awarding of the Award for Distinguished Budget Presentation.

The budget document presented to Council will be in compliance with Article VI Section 6.02 of the City Charter.

A copy of the proposed budget shall be filed with the City Secretary, at the Public Library and available on the City's website when it is submitted to the City Council in accordance with the provisions of the City Charter Article VI Section 6.03.

At the Council meeting at which time the budget is submitted, the Council shall, in conformance with the requirements of state law, cause to be published the date, time, and place of a Public Hearing. At this hearing, interested citizens may express their opinions concerning items of expenditure, giving reasons for wishing to increase or decrease any such items. This is in accordance with the provisions of the City Charter Article VI Section 6.04.

After a public hearing, the Council shall analyze the budget, making any additions or deletions considered appropriate, and shall, at least three (3) days prior to the beginning of the fiscal year, adopt the budget by a favorable vote. This in accordance with the provisions of the City Charter Article VI Section 6.05.

On final adoption, the budget shall be in effect for the budget year. Final adoption of the budget by City Council shall constitute the official appropriations of proposed expenditures for the year and shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for that tax year. This in accordance with City Charter Article VI Section 6.06.

BALANCED BUDGETS

An operating budget will be balanced, with current revenues, inclusive of beginning resources, greater than or equal to current operating expenditures/expenses.

PLANNING

The budget process will begin with a Staff Budget Retreat followed by a Council Budget Workshop to provide direction to the City Manager on goals of the organization. From Jan. – April, each Department Director will enter their line item budgets into the budget software. Starting in June, meetings are scheduled with the City Manager, Chief Financial Officer and Department Directors, to review their budget submittals. The City Manager submits a proposed budget to the City Council before the end of July. The City Council will conduct budget workshops as necessary.

REPORTING

Periodic financial reports are available within INCODE to enable the department managers to manage their budgets and to enable the Finance Department to monitor and control the budget as approved by the City Council. Summary monthly financial reports will be presented to the City Council within 45 days after the end of each month, if council meetings do not interfere with reporting requirement. Such reports will include current year revenue and expenditure budgets and year-to-date actual figures for all major funds.

CONTROL

Operating Expenditure Control is addressed in another section of the Policies.

PERFORMANCE MEASURES

Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the final budget document.

CAPITAL BUDGET

PREPARATION

The City's Capital Budget will be included in the City's Operating Budget. The Capital Budget will be prepared by the City Manager with assistance from the Finance Department and involvement of all required city departments.

APPROPRIATION

An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned

CONTROL

All capital project expenditures must be appropriated in the capital budget. Finance must certify the availability of resources so an appropriation can be made before a capital project contract is presented by the City Manager to the City Council for approval.

ALTERNATE RESOURCES

Where applicable, assessments, impact fees, or other user- based fees should be used to fund capital projects which have a primary benefit to certain property owners.

DEBT FINANCING

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

REPORTING

Financial reports will be available to enable the department managers to manage their capital budgets and to enable the finance department to monitor the capital budget as authorized by the City Manager.

REVENUE MANAGEMENT

SIMPLICITY

The City will strive to keep the revenue system simple which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay.

CERTAINTY

An understanding of the revenue source increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies so that assurances can be provided that the revenue base will materialize according to budgets and plans.

EQUITY

The City will strive to maintain equity in the revenue system structure. It is recognized that public policy decisions may lead to subsidies in certain circumstances, e.g., Over 65 property tax exemptions.

ADMINISTRATION

The benefits of revenue will exceed the cost of producing the revenue. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost, and cost of services analysis.

REVENUE ADEQUACY

The City will require that there be a balance in the revenue system. That is, the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

COST/BENEFIT OF ABATEMENT

The City will use due caution in the analysis of any tax, fee, or water and wastewater incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as a part of such analysis and presented to the appropriate entity considering using such incentive.

DIVERSIFICATION AND STABILITY

In order to protect the government from fluctuations in revenue source due to fluctuations in the economy, and variations in weather (in the case of water and wastewater), a diversified revenue system will be sought.

NON-RECURRING REVENUES

One-time revenues will not be used for ongoing operations. Non-recurring revenues will be used only for non-recurring expenditures. Care will be taken not to use these revenues for budget balancing purposes.

PROPERTY TAX REVENUES

For every annual budget, the City shall levy two property tax rates: Maintenance & Operations and Interest & Sinking (debt service). The debt service levy shall be sufficient for meeting all principal and interest payments associated with the City's outstanding general debt obligations for that budget year. The debt service levy and related debt service expenditures shall be accounted for in the Debt Service Fund. The maintenance and operations levy shall be accounted for in the General Fund. The City will adhere to state law when calculating these tax rates. Property shall be assessed at 100% of the fair market value as appraised by the Bastrop Central Appraisal District. Reappraisal and reassessment shall be done regularly as required by State law. A 97% collection rate will serve as a minimum goal for tax collection, with the delinquency rate of 4% or less. The 97% rate is calculated by dividing total current year tax collections for a fiscal year by the total tax levy for the fiscal year.

All delinquent taxes will be pursued as part of the collection contract the City has with the Bastrop County Tax Assessor/Collector.

USER-BASED FEES

For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs and services.

GENERAL AND ADMINISTRATIVE CHARGES

A method will be maintained whereby the General Fund can impose a charge to the enterprise/proprietary funds for general and administrative services (overhead allocation) performed on the funds' behalf. The details will be documented and said information will be maintained in the Finance Department.

TRANSFER FROM ELECTRIC FUND

There will be a transfer from the Electric Fund to the City's General Fund which represents a Return on Investment (payment in lieu of taxes). This transfer should not exceed 11% of the total proposed revenue of the Electric Fund for that budget year.

UTILITY RATES

The City will strive to review utility rates annually and, if necessary, adopt new rates to generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects.

INTEREST INCOME

Interest earned from investment of available monies that are pooled will be distributed to the funds monthly in accordance with the claim on cash balance of the fund from which monies were provided to be invested.

REVENUE MONITORING

Revenues received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the monthly financial report to Council.

EXPENDITURE CONTROL

OPERATING EXPENDITURES

Shall be accounted, reported, and budgeted for in the following categories:

1. Personnel Costs
2. Supplies and Materials
3. Maintenance and Repairs
4. Occupancy
5. Contractual Services
6. Other Charges
7. Contingency

APPROPRIATIONS

The level of budgetary control is the department level budget in all Funds. Transfers between expenditure accounts within a department may occur with the approval of the Department Director. City Manager approval is required if transferring from a personnel or capital accounts within a department. When budget adjustments (i.e., amendments), are required between departments and/or funds, these must be approved by the City Council through an Ordinance

CONTINGENCY ACCOUNT

The General Fund Contingency Account will be budgeted at a minimal amount (\$35,000). Increases to the contingency account must be approved by City Council.

CONTINGENCY ACCOUNT EXPENDITURES

The City Council must approve all contingency account expenditures over \$35,000. The City Manager must approve all other contingency account expenditures and report them to City Council.

PURCHASING CONTROL

All purchases shall be made in accordance with the City's Purchasing Policy. Authorization levels for appropriations previously approved by the City Council are as follows: below Directors \$1,000 (Directors can request to have this amount raised by submitting a written request to the Finance Department), for Directors up to \$9,999, for Chief Financial Officer up to \$14,999, and with any purchases exceeding \$15,000 to be approved by the City Manager.

PROFESSIONAL SERVICES

Professional services will generally be processed through a request for proposals process, except for smaller contracts. The City Manager may execute any professional services contract less than \$50,000 provided there is an appropriation for such contract.

PROMPT PAYMENT

All invoices will be paid within 30 days of receipt in accordance with the prompt payment requirements of State law. Procedures will be used to take advantage of all purchase discounts where considered cost effective. However, payments will also be reasonably delayed in order to maximize the City's investable cash, where such delay does not violate the agreed upon terms.

ASSET MANAGEMENT

INVESTMENTS

The City's investment practices will be conducted in accordance with the City Council approved Investment Policies.

CASH MANAGEMENT

The timing and amount of cash needs and availability shall be systematically projected in order to maximize interest earnings from investments.

INVESTMENT PERFORMANCE

A quarterly report on investment performance will be provided by the Chief Financial Officer to the City Council in accordance with the City's Investment Policy.

FIXED ASSETS AND INVENTORY

The City of Bastrop's Purchasing Policy defines Fixed Assets and "Minor Capital Outlay" items as items with a value over \$1,000 and with a life expectancy of two (2) or more years. Asset control will be conducted in accordance with the City Council approved Purchasing Policy Sec. IV which includes annual inventory count, proper disposal and security measures. The Finance Department has procedures in place to capture these types of purchases, make sure they are added to the Fixed Asset List and be placed on the insurance. All departments should have procedures in place for proper maintenance of all city assets.

FINANCIAL CONDITION AND RESERVES

NO OPERATING DEFICITS

Current expenditures should be paid with current revenues. Deferrals, short-term loans, or one-time sources should be avoided as budget balancing technique. Reserves will be used only for emergencies on non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums.

OPERATING RESERVES

Failure to meet these standards will be disclosed to the City Council as soon as the situation is recognized and a plan to replenish the ending resources over a reasonable time frame shall be adopted. This should be followed by a plan to mitigate the re-occurrence of this type of shortfall in the future.

1. The General Fund ending fund balance will be maintained at an amount up to three months' worth of estimated expenditures or at a level of 25% of budgeted operating expenditures.
2. The Enterprise/ Proprietary Funds will be maintained at a minimum level of 35% of budgeted operating expenditures.
3. Fund balances which exceed the minimum level established for each fund may be appropriated for non-recurring capital projects.

RISK MANAGEMENT PROGRAM

The City Council adopts an Investment Policy annually that outlines the investment strategy guidelines with the first goal being the safety of public funds. These policies mitigate the risk associated with investing these public funds.

LOSS FINANCING

All reasonable options will be investigated to finance losses. Such options may include risk transfer, insurance, and risk retention. Where risk is retained, reserves will be established based on a calculation of incurred but not reported claims, and actuarial determinations and such reserves will not be used for any purpose other than for financing losses.

ENTERPRISE/ PROPRIETARY FUND SELF-SUFFICIENCY

The City's enterprise funds' resources will be sufficient to fund operating and capital expenditures. The enterprise funds will pay (where applicable) their fair share of general and administrative expenses, in-lieu-of-property taxes and/or franchise fees. If an enterprise fund is temporarily unable to pay all expenses, then the City Council may waive general and administrative expenses, in-lieu-of-property taxes and/or franchise fees until the fund is able to pay them.

HOTEL OCCUPANCY TAX FUND

The Hotel Occupancy Tax Fund reserve level needs to be sufficient to allow the fund to operate if a downturn in the economy occurred. Sufficient level of reserves should be a minimum of the annual Convention Center debt payment, Community Asset funding, and fifty percent (50%) of Visit Bastrop funding for the current year of expenditures to allow the City to ensure continuity of the organizations promoting tourism. Policy makers will need to determine priorities and funding levels should the economic downturn be expected to exceed this minimum reserve amount.

DEBT MANAGEMENT

SELF-SUPPORTING DEBT

When appropriate, self-supporting revenues will pay debt service in lieu of tax revenues.

ANALYSIS OF FINANCING ALTERNATIVES

The City will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves or current monies.

VOTER AUTHORIZATION

The City shall obtain voter authorization before issuing General Obligation Bonds as required by law. Voter authorization is not required for the issuance of Revenue Bonds and Certificates of Obligation. However, the City may elect to obtain voter authorization for Revenue Bonds.

BOND DEBT

The City of Bastrop will attempt to maintain base bond ratings of AA2(Moody's Investors Service) and AA (Standard & Poor's) on its general obligation debt, and AA- on its revenue bonds. In an attempt to keep the debt service tax rate flat, retirement of debt principal will be structured to ensure constant annual debt payments when possible.

IRS COMPLIANCE

The City will maintain written procedures for Post Bond Issuance Federal Tax compliance with IRS laws and regulations for tax exempt debt.

STAFFING AND TRAINING

ADEQUATE STAFFING

Staffing levels will be adequate for the fiscal functions of the City to function effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload scheduling alternatives will be explored before adding staff.

TRAINING

The City will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

GRANTS/FUNDING REQUESTS FINANCIAL MANAGEMENT

GRANT SOLICITATION

Each department is responsible for researching and applying for grants that support needs within their department. The purpose of this policy is to ensure grant funding is solicited with prior approval of the City Manager. The grant application should only be made with input from pertinent departments. The grants should be cost beneficial and meet the City's objectives. Communication will be made with City Council to keep them informed on what grants are being solicited.

GRANT ACCEPTANCE

All grants awarded to the City of Bastrop must be accepted by action of the City Council. If the grant opportunity is identified early enough for inclusion in the annual budget, it shall be identified and budgeted in revenue and expenditure accounts. If the grant is accepted but has not been included in the annual budget, a budget amendment shall be requested to reflect the revenues and expenditures associated with the grant.

RESPONSIBILITY

Departments will oversee the day-to-day operations of grant programs, will monitor performance and compliance, and will also keep the Finance Department informed of significant grant-related plans and activities. Finance Department staff members will serve as liaisons with grantor financial management personnel, will prepare invoices, and will keep the books of account for all grants.

FUNDING REQUESTS FROM PARTNER ORGANIZATIONS

These organizations are identified as the Bastrop Economic Development Corporation and Visit Bastrop. The City Council will be informed of a funding request from a Partner Organization through an agenda item at a public meeting.

DONATIONS

LESS THAN \$25, 000

The City Manager is authorized to accept or reject any and all offers of donations made to the City having a monetary value of less than \$25,000 after due and proper consideration of the following factors:

1. Whether the proposed donation would be of a true benefit to the community or City government;
2. Whether the proposed donation is appropriate or has practical use to the City's current or planned operation
3. Whether the City already possesses similar items making the donated items(s) surplus;
4. Whether the proposed donation would require any undesirable or unreasonably high maintenance costs and efforts; and
5. Whether the required recognition, or stipulation, of the donor exceeds the value of the proposed donation or an acceptable level of recognition.

The City Manager shall prepare a report to be submitted to the City Council on a regular basis, not less than quarterly, detailing any offers of donations made to the City during the previous quarter, indicating whether such offer was accepted or rejected and, if rejected, stating the reason for same.

MORE THAN \$25, 000

The City Manager shall review proposals for donations having a monetary value of \$25,000 and greater to the City and shall prepare a recommendation to the City Council on such proposals. City Council action shall be required for acceptance of any such proposal. Prior to submittal to the City Council, the City Manager may invite comments from all affected City Department Heads and related Advisory Boards.

ACCEPTANCE

Upon acceptance by the City, the donor shall coordinate with City staff for the acceptance of the donation and specify a time frame for the expenditure or use of the donation. If a donation is not used for the intended specific purpose, within the approved amount of time, the donation may be returned to the donor upon request, or an extension of time may be permitted upon approval of the City and the donor.

All donations of any type in any amount of value shall be received and processed in accordance with proper and accepted accounting procedures.

ANNUAL REVIEW AND REPORTING

ANNUAL REVIEW

These Policies will be reviewed administratively by the City Manager at least annually, prior to preparation of the operating budget.

REPORTING

The Chief Financial Officer will report annually to the City Manager on compliance with these policies.


Tracy Waldron, Chief Financial Officer


Paul A. Hofmann, City Manager

History of Financial Policies:

Previously Approved 9/23/14

Previously Approved 10/25/16

Previously Approved 5/9/17

Previously Approved with Budget 9/25/18

Previously Approved 10/22/19

Previously Approved 9/8/20



Purchasing Policy

*APPROVED
AUGUST 24, 2021*

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PURPOSE

It is the policy of the City of Bastrop that all purchasing shall be conducted strictly based on economic and business merit. This policy is intended to promote the best interest of the citizens of the City of Bastrop, Texas.

The City of Bastrop intends to maintain a cost-effective purchasing system conforming to good management practices. The establishment and maintenance of a good purchasing system is possible only through cooperative effort. It must be backed by proper attitudes and cooperation of not only every Department Director and Official, but also every Supervisor and Employee of the City of Bastrop.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of products and services at the least cost to the City of Bastrop, all departments must cooperate fully. Prior planning and the timely submission of requisitions are essential to expedite the purchasing process and to assure that the process is orderly and lawful.

This Policy reaffirms the City of Bastrop's commitment to strengthen purchasing and property controls to reasonably assure that assets are received and retained in the custody of the City of Bastrop.

CODE OF ETHICS

It is important to remember that when employees are participating in the purchasing process, they represent the City of Bastrop. By participating in the purchasing process, employees of the City of Bastrop agree to:

- a. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- b. Demonstrate loyalty to the City of Bastrop by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- c. Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Bastrop.
- d. Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
- e. Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- f. Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- g. Expose corruption and fraud wherever discovered.
- h. Texas Law prohibits component purchasing, separate purchasing and sequential purchasing of any kind. An employee commits an offense by intentionally or knowingly making or authorizing component, separate or sequential purchasing to avoid the competitive bidding requirements.
- i. Adherence to the City's Ethics Ordinance is mandatory. If there is a conflict between the two Ethics policies, the stricter of the two would apply.

COMPETITIVE PURCHASING REQUIREMENTS

The City of Bastrop policy requires three quotes for purchases over \$3,000. The only exceptions to this rule are for items purchased under a cooperative contract, sealed bid award, sole source purchases or purchases for an emergency situation.

Under no circumstances shall multiple requisitions be used in combination to avoid otherwise applicable bidding requirements or City Council approval.

WHO IS AUTHORIZED TO MAKE PURCHASES?

Purchases will only be processed if authorized by a Department Head or approved representative in an employee's direct chain of command.

INSTRUCTIONS FOR SOLICITING BIDS

When soliciting bids, City of Bastrop buyers must follow the steps below:

1. Give the same exact specifications to each vendor.
2. Give each bidder same deadline for turning in bids.

City of Bastrop buyers must inform vendors that bids submitted are all inclusive. Any charges for freight and handling, fuel fees or other costs must be included in the bid. In order to obtain contract status, the Department Head is responsible for first adhering to the procurement requirements stated below. City Manager approval or his designee is required.

PURCHASING CONTROL

Authorization levels established within INCODE for appropriations previously approved by the City Council are as follows:

- Directors' or their designee not to exceed \$9,999.99
- Chief Financial Officer or designee up to \$14,999.99
- City Manager or designee approving purchases exceeding \$15,000.00

All purchases requiring a purchasing summary must have an approved purchase order before placing the order.

FLEET PURCHASES

The Finance Department will create a Fleet Appropriations List at the beginning of every fiscal year based on the adopted budget. A unit number will be assigned to each vehicle and equipment included on this list. This list will be distributed to each department with vehicles and equipment on the list.

Each department will complete and submit their purchasing summaries to the Finance Department, which should include the unit number assigned, as close to October 1st as possible. The purchasing summaries will be checked against the Fleet Appropriations List and reviewed for accuracy and

completeness. Once reviewed by the Finance Department, the summaries will go to the City Manager for approval.

Upon approval by the City Manager, a purchase order will be created and authorized by the Finance Department for each approved purchasing summary. At the time of issuance of the purchase order, budgeted funds will be encumbered to prevent the funds from being reallocated.

Approved purchase orders will be sent to each department with authorized vehicles and equipment on the Fleet Appropriations List. Once the department has received the approved purchase order, fleet orders can be placed with the selected vendor.

DOLLAR LIMITATIONS

The following dollar limitations should be used as a guideline. These limitations may not apply in all cases. Dollar limitations pertain to total purchase or invoice total not per single item cost. It is the Department Directors responsibility to insure Purchasing policies are being adhered to.

\$0.01-\$3,000: Purchases of non-contract goods or services totaling \$3,000 or less require no quotation but are recommended.

If invoices for a single service contractor combine to total greater than \$3,000 in a fiscal year, the city will require the standards of \$3,001 to \$49,999 for purchasing to apply. As clearly identified in the II. Code of Ethics H. Texas Law prohibits component purchasing, separate purchasing and sequential purchasing of any kind. An employee commits an offense by intentionally or knowingly making or authorizing component, separate or sequential purchasing to avoid the competitive bidding requirements.

Note that an employee does not commit an offense by making or authorizing component, separate, or sequential purchasing to address unexpected circumstances (such as unanticipated repairs) rather than to avoid competitive bidding requirements. Accordingly, if invoices for a single service contractor combine to total greater than \$3,000 in a fiscal year due to unexpected circumstances (and not to avoid competitive bidding requirements), the standards that apply to purchase totaling \$3,001 to \$49,999 will not apply.

If you have questions about which standards apply, contact the Finance Department.

\$3,001-\$49,999: Except where otherwise exempted by applicable State law, purchases totaling \$3,001 to \$49,999 require three (3) written quotes attached to a Purchasing Summary Form and a purchase order provided to the Finance Department.

No purchase orders of non-contract goods or services will be issued in excess of \$15,000 without City Manager or his designee prior approval.

If the lowest responsible quote is not selected, an explanation should be provided on the Purchasing Summary Form and approval by the City Manager will be required, no matter the dollar amount. Only the City Manager or his designee may determine "Best Value". The City Manager may elect to accept less than three quotes from a Director if due diligence has been documented by the Director in trying to adhere to the purchasing policy. A memo will be required from the Director providing a reason for their inability to obtain three written quotes and the scope of services being provided if applicable. It

must be approved and signed by the City Manager and attached to each Purchasing Summary Form and purchase order provided to the Finance Department.

According to State Law, two (2) Historically Underutilized Businesses (HUBs) are to be contacted on a rotating basis. HUB vendors are obtained from the Texas Comptroller of Public Accounts website. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt.

If purchasing through a cooperative purchasing alternative, i.e. BuyBoard, DIR, TXMAS provide only one (1) written quote; proof or identification that the quote is from a cooperative source, complete a Purchasing Summary Form and a purchase order. Any vendor specific contracts should be on file with the Finance Department prior to final approval being given if applicable. It is the Department Director's responsibility to ensure the cooperative information is on file with the Finance Department.

\$50,000+: Except as otherwise exempted by applicable State law, requisitions for item(s) whose aggregate total cost is more than \$50,000 must be processed as competitive solicitations (e.g. sealed bids, request for proposals, and request for offers). Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

The Code requires that sealed bids and request for proposals (RFP) are advertised in a local newspaper for two consecutive weeks prior to the bid opening. All bids must be received sealed and turned in to the City Secretary's Office by the date and time listed in the bid. Any bids received after the stated time will be returned unopened. The bid opening process is open to the public and all vendors that respond to the specific are invited to attend. Questions concerning pricing will not be addressed at the opening. Contracts for services require Errors & Omissions coverage.

If purchasing through a cooperative purchasing alternative, i.e. BuyBoard, DIR, TXMAS provide only one (1) written quote; proof or identification that the quote is from a cooperative source, complete a Purchasing Summary Form and a purchase order. All cooperative vendor specific contracts should be on file with the Finance Department prior to final approval being given if applicable. It is the Department Director's responsibility to ensure the cooperative information is on file with the Finance Department. City Manager written approval is required.

Rental Agreement: Vendors who provide rental items to the city are required to carry insurance. The type and amounts of insurance required vary based on the item rented. The Chief Financial Officer must review all rental contracts before the contract is awarded.

PERSONAL OR PROFESSIONAL SERVICES

Under the Professional Services Procurement Act, a contract for the purchase of a personal or professional service is exempt from competitive bidding requirements. The City also provides exemption for the purchasing of planning services.

The City may not select providers of professional services based on competitive bids. In these situations, the City must make the selection and award based on demonstrated competence and qualifications for performing the services for a fair and reasonable price.

Professional services may include:

- Accounting
- Architecture
- Landscape architecture
- Land surveying
- Medicine
- Optometry
- Engineering
- Real estate appraisal
- Nursing

According to the Texas Attorney General’s Office professional services may include “*members of disciplines requiring special knowledge or attainment and a high order of learning, skill and intelligence.*”

OTHER EXEMPTIONS

State law authorizes other categories of exempt purchases. Purchases from other governments, some auctions and going-out-of-business sales, and other purchases are exempt under provisions of the Local Government Code and Vernon’s Statutes.

The following is a list of other areas that are exempt from competitive bidding requirements:

1. Land or right-of-way
2. Items that can be obtained from only one source, including:
 - a. items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
 - b. films, manuscripts or books;
 - c. electric power, gas, water, and other utility services; and
 - d. captive replacement parts or components for equipment;
3. Food
4. Personal property sold:
 - a. at an auction by a state licensed auctioneer;
 - b. at a going-out-of-business sale; or
 - c. by a political subdivision of the state, a state agency, or an entity of the federal government
5. Any work performed and paid for by the day is exempt from the competitive bidding process.
6. Work performed under a contract for community and economic development made by a county designed to reasonably increase participation by historically underutilized businesses in public contract awards by establishing a contract percentage goal for HUB businesses.

SOLE SOURCE PURCHASES

Sole Source purchases must be approved by the City Manager before purchasing. These conditions occur when the purchase involves compatibility of equipment, accessories, or replacement parts or when the goods or services is a one-of-a kind or protected by a patent, copyright, secret process. The product is only available from a regulated or natural monopoly. The product is a component or repair part that may only be purchased from the original supplier. The following items are necessary to provide sufficient justification for sole source purchase:

1. A memorandum to the City Manager with a statement must be attached to the Purchasing Summary Form that says a sufficient number of vendors have been contacted to determine that only one practical source of supply exists or states the reasons only one source exists. This memorandum should include the City Manager's signature signifying his approval.
2. A bid from the sole source provider on company letterhead.
3. A letter from the vendor stating they are the sole supplier of the good.

A Purchasing Summary Form and purchase order is still required with the above information attached.

CHANGE ORDERS

According to purchasing law, the City of Bastrop may make changes to plans, specifications or quantities after award of the contract, if necessary. However, no increase may exceed 25% of the original contract amount and any decrease of 25% or more must have the consent of the contractor.

Increases that cause a change in dollar limitations or purchasing law may supersede the 25% rule:

Example: If a contract is awarded for \$45,000, the allowable increase under the 25% rule would be \$11,250. However, this would cause the new price to exceed \$50,000, which by State law requires sealed bids and advertising. Increase would be limited.

Any change in a purchasing contract that exceeds 25% of the original amount will void the original contract.

MAKING THE PURCHASE

City of Bastrop buyers are responsible for making sure that the purchased good or service is received as specified. Under no circumstance should a buyer accept more goods or services than ordered. Employees are only authorized to purchase items that have been approved by their Department Head. A purchase over the original amount requires additional approval.

30 DAY ACCOUNTS PAYABLE CYCLE

Texas law requires municipalities to pay invoices within 30 days or be subject to the payment of interest. It is the responsibility of each department to make sure the signed invoices, purchase orders and any other required paperwork is submitted to the Finance Department as soon as the product is received, or service rendered.

It is the responsibility of Accounts Payable to pay all vendor invoices within 30 days of the date the services or products are received. If the invoice date is different from the service/product receipt date, the department will need to note on the invoice the date of receipt of the product or service. Any Variance between the purchase order and the vendor invoice must be reconciled and documented on the purchase order. Vendor payments can only be made for the original or modified purchase order amount.

EMERGENCY PROCEDURES

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. It is required to get City Manager or his designee approval on any emergency purchases.

The Legislature exempted certain items from sealed bidding in the *Texas Local Government Code Section 252.022(a)*, including, but not limited to:

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
2. A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
3. Procurement necessary because of unforeseen damage to public machinery, equipment or other property.

The following steps must be taken when making emergency purchases:

1. Employee must receive approval from the City Manager or his designee.
2. Employee will make every effort to solicit bids unless circumstances prevent employee from doing so.
3. A written statement concerning the emergency must be provided following the incident to provide necessary documentation in Accounts Payable and must include the City Managers signature or his designees.

FEDERAL PROGRAMS

The City of Bastrop has adopted *Federal 2 CFR 200.318 - 200.326 and Appendix II to Part 200* for Federal Programs to ensure City procures materials and services in an efficient and economical manner that is in compliance with the applicable provisions of federal, state and local laws and executive orders. Federal 2 CFR 200 section 318 to 326 cover the following regulations:

200.318 – General Procurement Standards

200.319 – Competition

200.320 – Methods of Procurement to be followed

200.321 – Contracting with Small & Minority businesses, women business enterprises & labor surplus area firms

200.322 – Procurement of Recovered Materials

200.323 – Contract Cost & Price

200.324 – Federal awarding agency or pass-through entity review

200.325 – Bonding requirements

200.326 – Contract Provisions

ASSET CONTROL

INVENTORY CONTROL

The purpose of inventory control is to create and maintain a record/inventory of all fixed assets of the City of Bastrop. Fixed assets include all items over \$5,000 with a life expectancy of two (2) or more years. "Minor Capital Outlay" items must also be inventoried. These items will include assets purchased for \$1,000 to \$4,999.

When a fixed asset is received by the city, it is tagged with a City of Bastrop property tag (if feasible) and added to the Departments master list. A new asset form should be completed, signed, and provided to the Finance Department.

Each Department shall keep an inventory list of all fixed assets permanently assigned to employee.

A wall-to-wall inventory of all fixed assets shall be performed every year or as deemed necessary. It is recommended that Departments perform an annual fixed assets inventory of equipment permanently assigned to employees.

USE OF PROPERTY

City of Bastrop employees should be aware that the use of City property for personal gain is strictly prohibited. City vehicles should only be used for official City business. City Personnel Policies list theft and unauthorized use of City property as grounds for immediate dismissal.

In addition, employees are not to use personal property for the performance of their job or at their work site. Personal items such as radios, coffee pots, picture frame, books, etc. is permissible: however, the City of Bastrop is not responsible for damage to or theft of these items.

DISPOSAL OF SURPLUS MATERIALS AND EQUIPMENT/ DONATIONS

City surplus materials and equipment (a/k/a 'surplus items') includes any City owned personal property such as furniture, fixtures, equipment, computers, vehicles, tools, clothing, or other such items, which have lost useful value to the City, have become non-functional or are obsolete. Such surplus items may be disposed of by one of the following methods:

- Sold competitively, by accepting sealed bids or by public auction;
- Traded in for acquisition of new equipment;
- Donated by the City to a recognized charitable organization;
- Provided to other governmental entities (donation or exchange).
- Sold as 'scrap' (for cash), if the items have no value except for salvage and the City Manager or his designee has authorized the sale for scrap; or
- Disposed of through solid waste collection services, if the item has no salvage or other value and the City Manager or his designee has authorized such disposal.

Trade-In or Donation: Before trading-in and/or donating surplus items, the Department Head must prepare a memorandum to the City Manager and remit a copy to the Finance Department stating: 1) the identity of the surplus items to be disposed of, traded-in or donated, 2) the reasons for the surplus

items being declared surplus, 3) the original purchase price (if ascertainable) of the surplus items, and 4) the value of proposed “trade-in” or “donation”, in the estimation of the Department Head. If the Department Head receives approval by City Manager to proceed, the Department Head must coordinate their trading-in and/or donating surplus items with the Finance Department to insure a Disposed Fixed Asset Form is completed and any other ancillary paperwork.

[Note: All property is owned in the name of the City of Bastrop and is not vested in any specific department.]

Sales: If the surplus items are to be sold, then the Department Head must prepare a memorandum to the City Manager and remit a copy to the Finance Department. The memo should include: 1) the identity of the items to be sold to include year, make, model, and any other identification characteristics, 2) a brief description providing why it is necessary to dispose of the item. The Department Head having received approval to sell a surplus item may then utilize one of the following options: 1) post notice in the local newspaper and/or through an approved on-line auction provider 2) advertise in the local newspaper, 3) request sealed bids, or 4) sell through a public auction, which may take place at a specified location or, by means of an on-line sale.

Preferred Disposition: Whenever reasonably feasible, it is the City’s preference that the Department Head dispose of the surplus equipment by means of a public auction or sale held in cooperation with other City departments and surrounding government entities.

Procedures: The City Manager shall have the authority to approve the disposal, sale, trade-in or donation of surplus items when the value of same is less than \$50,000, in total. If the total value exceeds \$50,001, then the City Manager shall obtain Council approval of the proposed disposal, sale, trade-in or donation of surplus items.

Once approved by either the City Manager or Council, as appropriate, in order to document the disposal, sale, trade-in or donation of surplus items a Disposed Fixed Asset Form must be prepared and submitted to the Finance Department in addition to providing the license plates for any vehicles or equipment disposed of. The Finance Department manages the change of ownership and the receipt of funds.

City decals must be removed from all surplus City vehicles, machinery, and equipment before disposal, donation, trade-in or sale.

City employees may participate, on their own time, in public auctions for the purchase of surplus City items.

LOST PROPERTY

After conducting an annual inventory and property is discovered to be lost, an explanation for the lost must be provided immediately to the Department Head using the Fixed Asset Form. Property losses that come to the attention of the employee before the annual inventory should be reported within 24 hours using the Fixed Asset Form.

All thefts are to be reported to a supervisor or Department Head as soon as possible. The City of Bastrop, Police Department must be notified immediately. Stolen fixed asset must be removed from the Master Inventory List and a copy of the police report attached to the Fixed Asset Form.

SECURITY MEASURES

All equipment will be kept in a secure area when not in use. Access to this area will be limited to the employees assigned to the secure area. In case of theft, the security of the area should be evaluated to determine if changes or re-keying of locks should be necessary.

RESPONSIBILITIES OF PARTIES

DEPARTMENT HEADS

1. Monitor and approve overall purchases to ensure that funds are spent judiciously and that budgeted resources are within their control and available for all procurement.
2. Reject requests for purchases that do not have proper authorization or include required documentation.
3. Approve all purchases up to \$9,999 excluding budgeted capital.
4. Adhere to the Purchasing Policies and the Code of Ethics.
5. Place cooperative agreements and RFP's on file with Finance and monitor purchases to ensure that supply agreements are used.
6. Ensure that sole source requests meet the guidelines and include required documentation.
7. Inventory all fixed assets every year.
8. Verify goods and services are received as ordered before approving payment.
9. Annually inventory equipment assigned to employee.
10. Keep records of losses occurring in their areas to detect patterns of theft in one area or individual employee.

SUPERVISORS

1. Maintain security of equipment on-site
2. Keep a log of equipment issued to employees on a long-term basis.
3. Keep a log of equipment issued to employees on a short-term basis.
4. Forward all receipts and invoices to Department Head as soon as possible.
5. Check that equipment and supplies are returned upon termination of an employee.

CITY OF BASTROP ACCOUNTS PAYABLE

1. Pay bills in an accurate and timely manner.
2. Reject requests for purchases that do not have proper authorization or include required documentation.
3. Monitor purchases to ensure that supply agreements are used.
4. Ensure that purchasing policy requirement guidelines are met and required documentation included.

CITY OF BASTROP ACCOUNTING

1. Maintain the master fixed asset property list.
2. Assign inventory tags for fixed assets.
3. Provide Fixed Assets Forms.
4. Produce Master Inventory List as needed.
5. Process fixed asset transfers and retirements.
6. Review, approve and enter all purchase orders for budgeted fleet purchases.

PURCHASING CARD PROGRAM

PURPOSE

The purpose of the Purchasing Card Program is to provide the City with an efficient and controllable method of making small dollar commodity, service, and travel purchases. This program is to be used to procure low-value maintenance, repair and operational expense items. By using the purchasing card, it will simplify the payment process and take advantage of the rebate program the card provider offers. The City will issue cards via the provider of its choice. This card policy is not intended to replace, but rather supplement existing purchasing, travel, and other City policies. The same restrictions that apply to other methods of purchasing also apply to the purchasing cards.

ELIGIBILITY

Department Directors and Supervisors can make a request to the City Manager for a purchasing card in their name. Department purchasing cards can be issued to each department and be the responsibility of the Department Director or his designee. Criteria for determining which departments should be issued a department card:

- Will the use of a Credit Card enhance productivity?
- Will the use of a Credit Card reduce paperwork?
- Will the Credit Card be utilized regularly for the purchasing of authorized (budgeted) goods, supplies and services?

USAGE

Each card will have a daily and monthly limit. The daily limit on the Department Director cards are set by the City Manager. The Department Directors will provide to the Program Administrator in writing, the limits for Supervisors individual cards. The daily limit for the department cards is \$500. Limits can be changed on a temporary or permanent basis when warranted and a written request is received by the Program Administrator from the Department Director.

Purchasing Cards may be used for small dollar purchases which do not exceed the daily transaction limit established by the Purchasing Policy and that do not exceed the cards maximum limit.

Acceptable purchases are:

- Maintenance and repair of equipment
- Operational expense items (within the dollar limits stated above)

- Registration Fees
- Travel expenses (must adhere to the Travel Policy)

Purchases made on the purchasing card will be for City business only. The purchasing card is not a personal line of credit and must never be used for personal or private purchases of any nature. When in doubt as to whether a purchase is allowable under the City policy, the Cardholder should either contact the Program Administrator before making the purchase or make payment personally and seek reimbursement from the City afterwards. Please remember that reimbursement for any out-of-pocket purchase made without authorization is subject to the City Manager's approval. Unauthorized purchases or use of the purchasing card in violation of this or any other City policy are prohibited, and purchaser will be subject to disciplinary action.

The Finance Department has a purchasing card with a \$125,000 monthly limit. This card is used solely to pay vendors that allow credit card payments and do not charge a processing fee. The advantage to this additional payment method is to obtain the rebate provided through the purchasing card program.

DUTIES AND RESPONSIBILITIES

A. Cardholder

1. The employee who is issued a card is called a "Cardholder" whether it was issued in their name or just in their custody (ie. department card). The purchasing card has daily transaction limits as well as a maximum monthly limit.
2. Every transaction made using the purchasing card must have corresponding backup and be entered into the credit card program. . All transactions will be reviewed and approved by the appropriate supervisor. All transactions, once reconciled, will be downloaded into the accounting system on a monthly basis.
3. Each Cardholder shall use the card only for authorized purchases. A hardcopy itemized receipt must be obtained from the vendor each time the card is used and be signed by the Cardholder and their Supervisor (when applicable).
4. The Cardholder is responsible for immediately notifying the Purchasing Card Provider, their Supervisor, and the Program Administrator if the card is lost or stolen.
5. Each Cardholder must acknowledge receipt of the purchasing card, understand the rules of usage, and sign the Purchasing Cardholder Agreement. Failure to abide by this Purchasing Card Policy may result in disciplinary action, up to and including termination of the employee. The Cardholder will be required to reimburse the City for any unauthorized transaction.
6. Upon resignation or termination of employment of a Cardholder, the Department Director shall notify the Program Administrator immediately, and the card shall be turned in to the Program Administrator.

B. Program Administrator

The Program Administrator is the Chief Financial Officer or their designee. The Program Administrator manages the Purchasing Card Program and has the following responsibilities:

1. Establishing purchasing card accounts and authorized limits
2. Point of contact for any Purchasing Card Program questions
3. Ensure compliance with the Purchasing Card Policy and the Purchasing Policy
4. Reviews all purchasing card transactions monthly
5. Terminating cards as needed

C. Departmental Responsibility

The Department Director determines who will be issued a purchasing card and the daily and monthly limits assigned. The Department Director will also ensure that purchases are authorized and adhere to City policies. Departments may implement more stringent internal authorization procedures that its Cardholders must follow in order to make purchases with the card. Directors or their designee are responsible for approving receipts and making sure the statements for each card are reconciled and backup uploaded to the credit card program within 15 days of the statement date to facilitate timely approval and processing.

PURCHASING CARD PROVIDER

The Purchasing Card Provider will generate a monthly billing statement at the close of every month. This statement can be obtained online. All Cardholders should receive instructions on how to establish a login to their account. The Cardholder is responsible for reconciling their respective statement, matching each transaction with a receipt, as soon as it is received. If a transaction is listed which is not known to the Cardholder, the Cardholder is responsible for immediately notifying the Purchasing Card Provider and the Program Administrator of the disputed charge. It is imperative that each Cardholder promptly process the transactions and for approval by their supervisor

TRANSACTION/CARD LIMITS

Each individual purchasing card will have transaction and/or spending limits. The Chief Financial Officer in coordination with Department Director has the authority to limit types of purchases, places of purchases, and hours of day purchases that can be made on individual cards. The total purchase price as printed on the individual credit card receipt is known as the “transaction amount”. The purchasing card may be limited by the merchant type, transaction amount, and monthly transaction limit. Each Cardholder will be set up with limits for each of these categories and will be made aware of the limits. A card transaction will be denied when swiped if the transaction exceeds any of the limits. The card transaction limits may not exceed those set in the policy guidelines.

SALES TAX

As a tax-exempt government agency, the City of Bastrop does not pay sales tax. Cardholders will be provided a copy of the City’s Tax Exemption Certificate when requested. Cardholders are responsible for insuring that the merchant does not include sales tax in the transaction, if possible. In the event sales tax is charged, the Cardholder is required to go back to the vendor/merchant to request a refund of the sales tax paid. If a refund is not possible, the Cardholder is required to submit a memorandum monthly to the Finance Department that includes an explanation as to why the sales tax paid cannot be credited along with a copy of the receipts showing the sales tax amount. The Finance Department will deduct the sales tax paid during the monthly sales tax reporting process.

RETURNS

Each Cardholder is responsible for coordinating returns with the vendor and making sure a proper credit slip is obtained. Credit shall be issued to the Cardholder's account. **Cash refunds are not allowed.**

RESTRICTIONS AND EXEMPTIONS

A. Employees may **not** use the card for the following:

1. Any purchases of items for personal use.
2. Cash refunds or advances.
3. Any purchase of goods/services or from a merchant type not considered prudent or of good judgment.
4. No purchases are to be processed through the employee's personal account online. You must establish a City account to process the purchase.
5. Any transaction amount greater than the Cardholder's transaction limit.
6. Items under contract, unless an emergency exception is granted.
7. Alcohol or liquor of any kind. Patronization of bars, drinking places, and package stores must not be paid for with the purchasing card.
8. Separate, sequential, and component purchases or any transaction made with intent to circumvent the City Purchasing Policy or state law.
9. Any transaction that may cause or be perceived to cause damage to the City of Bastrop's reputation and goodwill, and/or reflect poorly on the ethical and moral decision-making of the Cardholder, staff, and elected officials.
10. Any other purchase specifically excluded in the City's Purchasing Policy.

B. Documentation

Supporting documentation must accompany each transaction including an itemized receipt signed by the Cardholder and Supervisor, when applicable. If a receipt is not obtained, a memo explaining the purchase must accompany the card statement.

C. Personal Use Restrictions

The card may not be used to pay spouse/family expense incurred while traveling. Only City business expenses are allowable, and the Cardholder must pay personal expenses separately.

OBTAINING A PURCHASING CARD

A. Steps:

1. Department Director submits in writing requests for a purchasing card and determines the appropriate daily and monthly transaction limits.
2. The Program Administrator will request the Purchasing Card Provider to issue a purchasing cards with these established limits.
3. Upon receipt of the purchasing card, the Program Administrator will have the Cardholder review and sign the Purchasing Cardholder Agreement.
4. The new Cardholder receives copies of:
 - a) Purchasing Cardholder Agreement
 - b) Purchasing Card Policy
 - c) Purchasing Policy
 - d) Travel Policy

REVOCAION OF THE PURCHASING CARD

The purchasing card is subject to revocation at any time at the discretion of the Department Director or Chief Financial Officer. When a card is revoked, changes are made online and take effect immediately. The Program Administrator is further authorized to temporarily suspend use of the card via electronic methods if unauthorized use is discovered and such use poses a threat to internal financial controls.

ANNUAL REVIEW AND REPORTING

These policies will be reviewed administratively by the City Manager at least annually, prior to preparation of the operating budget. The Chief Financial Officer will report to the City Manager on compliance with these policies.


Tracy Waldron, Chief Financial Officer


Paul A. Hofmann, City Manager

History of Purchasing Policy:

Previously Approved 09/23/2014

Previously Approved 10/23/2018

Previously Approved 09/24/2019

Previously Approved 09/08/2020

GLOSSARY OF PURCHASING TERMS

Component Purchases: Purchases of component parts of an item that in normal purchasing practices would be accomplished by one purchase. (Purchasing parts and assembling a finished product.)

Pecuniary Benefit: Any form of economic gain (money, gifts, etc.).

Fixed Assets: A piece of equipment with a value of \$5,000 or more and a life expectancy of two (2) year or more.

Separate Purchases: Purchases made separately of items that in normal purchasing practices would be accomplished by one consolidated purchase. (Multiple purchase orders of similar items to avoid bidding procedures.)

Sequential Purchases: Purchases, made over a period, of items in normal purchasing practices would be combined and bid as one purchase. (Similar to above but multiple purchases of the same items to avoid bids.)

2021 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Bastrop

Taxing Unit Name

512-332-8823

Phone (area code and number)

PO Box 427, Bastrop, TX 78602

Taxing Unit's Address, City, State, ZIP Code

www.cityofbastrop.org

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,120,333,894
2.	2020 tax ceilings. Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 139,880,790
3.	Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 980,453,104
4.	2020 total adopted tax rate.	\$ 0.57940 / \$100
5.	2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value.	
	A. Original 2020 ARB values:	\$ 0
	B. 2020 values resulting from final court decisions:	-\$ 0
	C. 2020 value loss. Subtract B from A. ³	\$ 0
6.	2020 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2020 ARB certified value:	\$ 6,550,970
	B. 2020 disputed value:	-\$ 1,310,194
	C. 2020 undisputed value. Subtract B from A. ⁴	\$ 5,240,776
7.	2020 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 5,240,776

¹Tex. Tax Code § 26.012(14)

²Tex. Tax Code § 26.012(14)

³Tex. Tax Code § 26.012(13)

⁴Tex. Tax Code § 26.012(13)

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Líne	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2020 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ <u>985,693,880</u>
9.	2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory. ⁵	\$ <u>6,099</u>
10.	<p>2020 taxable value lost because property first qualified for an exemption in 2021. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use 2020 market value: \$ <u>1,541,474</u></p> <p>B. Partial exemptions. 2021 exemption amount or 2021 percentage exemption times 2020 value: + \$ <u>1,409,410</u></p> <p>C. Value loss. Add A and B.⁶</p>	\$ <u>2,950,884</u>
11.	<p>2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.</p> <p>A. 2020 market value: \$ <u>0</u></p> <p>B. 2021 productivity or special appraised value: - \$ <u>0</u></p> <p>C. Value loss. Subtract B from A.⁷</p>	\$ <u>0</u>
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ <u>2,956,983</u>
13.	2020 captured value of property in a TIF. Enter the total value of 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2020 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ <u>0</u>
14.	2020 total value. Subtract Line 12 and Line 13 from Line 8.	\$ <u>982,736,897.00</u>
15.	Adjusted 2020 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ <u>5,693,977.58</u>
16.	Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. ⁹	\$ <u>9,860.14</u>
17.	Adjusted 2020 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ <u>5,703,837.72</u>
18.	<p>Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹</p> <p>A. Certified values: \$ <u>1,155,710,089</u></p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ <u>0</u></p> <p>C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ <u>0</u></p> <p>D. Tax increment financing: Deduct the 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹² - \$ <u>0</u></p> <p>E. Total 2021 value. Add A and B, then subtract C and D.</p>	\$ <u>1,155,710,089</u>

⁵ Tex. Tax Code § 26.012(15)

⁶ Tex. Tax Code § 26.012(15)

⁷ Tex. Tax Code § 26.012(15)

⁸ Tex. Tax Code § 26.03(c)

⁹ Tex. Tax Code § 26.012(13)

¹⁰ Tex. Tax Code § 26.012(13)

¹¹ Tex. Tax Code § 26.012, 26.04(c-2)

¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<p>Total value of properties under protest or not included on certified appraisal roll. ¹³</p> <p>A. 2021 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>84,589,384</u></p> <p>B. 2021 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u></p> <p>C. Total value under protest or not certified. Add A and B. \$ <u>84,589,384</u></p>	
20.	2021 tax ceilings. Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>143,581,610</u>
21.	2021 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>1,096,717,863</u>
22.	Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020. Include both real and personal property. Enter the 2021 value of property in territory annexed. ¹⁸	\$ <u>8,059</u>
23.	Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2021. ¹⁹	\$ <u>51,501,472</u>
24.	Total adjustments to the 2021 taxable value. Add Lines 22 and 23.	\$ <u>51,509,531</u>
25.	Adjusted 2021 taxable value. Subtract Line 24 from Line 21.	\$ <u>1,045,208,332</u>
26.	2021 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.54570</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate. ²¹	\$ _____/\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2020 M&O tax rate. Enter the 2020 M&O tax rate.	\$ <u>0.38450</u> /\$100
29.	2020 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>985,693,880</u>

¹³ Tex. Tax Code § 26.01(c) and (d)
¹⁴ Tex. Tax Code § 26.01(c)
¹⁵ Tex. Tax Code § 26.01(d)
¹⁶ Tex. Tax Code § 26.012(6)(B)
¹⁷ Tex. Tax Code § 26.012(6)
¹⁸ Tex. Tax Code § 26.012(17)
¹⁹ Tex. Tax Code § 26.012(17)
²⁰ Tex. Tax Code § 26.04(c)
²¹ Tex. Tax Code § 26.04(d)

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Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2020 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ <u>3,789,992.97</u>
31.	<p>Adjusted 2020 levy for calculating NNR M&O rate.</p> <p>A. M&O taxes refunded for years preceding tax year 2020. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. + \$ <u>6,452.80</u></p> <p>B. 2020 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0. - \$ <u>0.00</u></p> <p>C. 2020 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ <u>0.00</u></p> <p>D. 2020 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ <u>6,452.80</u></p> <p>E. Add Line 30 to 31D.</p>	\$ <u>3,796,445.77</u>
32.	Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,045,208,332.00</u>
33.	2021 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ <u>0.36320</u> /\$100
34.	<p>Rate adjustment for state criminal justice mandate. ²³</p> <p>A. 2021 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ <u>0.00</u></p> <p>B. 2020 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ <u>0.00</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.00000</u> /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ <u>0.00000</u> /\$100
35.	<p>Rate adjustment for indigent health care expenditures. ²⁴</p> <p>A. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose \$ <u>0.00</u></p> <p>B. 2020 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose. - \$ <u>0.00</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.00000</u> /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ <u>0.00000</u> /\$100

²² [Reserved for expansion]

²³ Tex. Tax Code § 26.044

²⁴ Tex. Tax Code § 26.0441

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Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p>Rate adjustment for county indigent defense compensation. ²⁵</p> <p>A. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose..... \$ <u>0.00</u></p> <p>B. 2020 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose. \$ <u>0.00</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.00000</u> /\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$ 1 0 0 \$ <u>0.00000</u> /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ <u>0.00000</u> /\$100
37.	<p>Rate adjustment for county hospital expenditures. ²⁶</p> <p>A. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. \$ <u>0.00</u></p> <p>B. 2020 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020. \$ <u>0.00</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.00000</u> /\$100</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$ 1 0 0 \$ <u>0.00000</u> /\$100</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ <u>0.00000</u> /\$100
38.	<p>Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in 2020. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ <u>0.00</u></p> <p>B. Expenditures for public safety in 2020. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ <u>0.00</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ <u>0.00000</u> /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ <u>0.00000</u> /\$100
39.	<p>Adjusted 2021 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	\$ <u>0.36320</u> /\$100
40.	<p>Adjustment for 2020 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2020 should complete this line. These entities will deduct the sales tax gain rate for 2021 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2020, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>0.00</u></p> <p>B. Divide Line 40A by Line 32 and multiply by \$100. \$ <u>0.00000</u> /\$100</p> <p>C. Add Line 40B to Line 39.</p>	\$ <u>0.36320</u> /\$100
41.	<p>2021 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ <u>0.37590</u> /\$100

²⁵ Tex. Tax Code § 26.0442

²⁶ Tex. Tax Code § 26.0443

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Líne	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p>Disaster Line 41 (D41): 2021 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	<p>\$ 0.00000 /\$100</p>
42.	<p>Total 2021 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit’s budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.²⁸</p> <p>Enter debt amount \$ <u>3,494,221.00</u></p> <p>B. Subtract unencumbered fund amount used to reduce total debt..... – \$ <u>0.00</u></p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none)..... – \$ <u>0.00</u></p> <p>D. Subtract amount paid from other resources – \$ <u>901,528.00</u></p> <p>E. Adjusted debt. Subtract B, C and D from A.</p>	<p>\$ 2,592,693.00</p>
43.	<p>Certified 2020 excess debt collections. Enter the amount certified by the collector.²⁹</p>	<p>\$ 159,123.63</p>
44.	<p>Adjusted 2021 debt. Subtract Line 43 from Line 42E.</p>	<p>\$ 2,433,569.37</p>
45.	<p>2021 anticipated collection rate.</p> <p>A. Enter the 2021 anticipated collection rate certified by the collector.³⁰ <u>108%</u></p> <p>B. Enter the 2020 actual collection rate. <u>99%</u></p> <p>C. Enter the 2019 actual collection rate. <u>100%</u></p> <p>D. Enter the 2018 actual collection rate. <u>104%</u></p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³¹</p>	<p><u>108%</u></p>
46.	<p>2021 debt adjusted for collections. Divide Line 44 by Line 45E.</p>	<p>\$ 2,253,304.97</p>
47.	<p>2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	<p>\$ 1,096,717,863</p>
48.	<p>2021 debt rate. Divide Line 46 by Line 47 and multiply by \$100.</p>	<p>\$ 0.20540 /\$100</p>
49.	<p>2021 voter-approval tax rate. Add Lines 41 and 48.</p>	<p>\$ 0.58130 /\$100</p>
D49.	<p>Disaster Line 49 (D49): 2021 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	<p>\$ 0.00000 /\$100</p>

²⁷ Tex. Tax Code § 26.042(a)

²⁸ Tex. Tax Code § 26.012(7)

²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)

³⁰ Tex. Tax Code § 26.04(b)

³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.	\$ 0.00000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller’s estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller’s Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, enter 0.	\$ _____
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2020 or in May 2021. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2020. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____
53.	2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ /\$100
55.	2021 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
56.	2021 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2020 or in May 2021. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2020.	\$ _____ /\$100
57.	2021 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ /\$100
58.	2021 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ _____ /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit’s expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____
60.	2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100
62.	2021 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(i)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ <u>0.01430</u> /\$100
64.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ <u>0.00000</u> /\$100
65.	2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ <u>0.00000</u> /\$100
66.	2021 unused increment rate. Add Lines 63, 64 and 65.	\$ <u>0.01430</u> /\$100
67.	2021 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ <u>0.59560</u> /\$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2021 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ <u>0.36320</u> /\$100
69.	2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,096,717,863.00</u>
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ <u>0.04560</u> /\$100
71.	2021 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.20540</u> /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ <u>0.61420</u> /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

NOTE: This section will not apply to any taxing units in 2021. It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a declared disaster in 2020, as provided for in the recently repealed Tax Code Sections 26.04(c-1) and 26.041(c-1).

In future tax years, this section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501(a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(b-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2020 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
74.	Adjusted 2020 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2020 and the taxing unit calculated its 2020 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2020 worksheet due to a disaster, enter the 2020 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2020 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2020, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2020 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2020 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2020 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ _____ /\$100
75.	Increase in 2020 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ _____ /\$100
76.	Adjusted 2020 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ _____
78.	Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ _____ /\$100
80.	2021 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ _____ /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate \$ 0.54570 /\$100
As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26


Voter-approval tax rate \$ 0.59560 /\$100
As applicable, enter the 2021 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 67

De minimis rate \$ 0.61420 /\$100
If applicable, enter the 2021 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.⁵⁰

print here → Ellen Owens Tax Assessor / Collector
Printed Name of Taxing Unit Representative

sign here → 
Taxing Unit Representative


Date

⁴⁸ Tex. Tax Code §26.042(c)
⁴⁹ Tex. Tax Code §26.042(b)
⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)



STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 9B

TITLE:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2021-13 of the City Council of the City of Bastrop, Texas, adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2021-2022 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; proper notice and meeting; and move to include on the September 21, 2021 agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City Council held a Budget Planning Workshop on May 14, 2021, to discuss budget challenges and needs of the community.

The City Manager presented the proposed budget for FY2021-2022 on July 27, 2021. The City Council held a Budget Workshop on August 17, 2021, to go over certain details regarding the proposed budget and solicit feedback from City Council.

Ad valorem taxes are made up of two components: (1) operations and maintenance (O&M); (2) interest and sinking fund (I&S). The proposed budget was prepared with an O&M rate of \$0.3740 and an I&S rate of \$0.2054 for a total tax rate of \$0.5794 per \$100 of taxable value.

The proposed tax rate is effectively a tax increase of 6.2% which is the difference between the no-new-revenue tax rate and the proposed tax rate.

Adoption of the tax rate is an important part of the budget process. Adoption of the tax rate per state law must be a separate item on the agenda and occurs after the adoption of the budget.

The State of Texas truth in taxation law requires that the City Council conduct a public hearing on its proposed ad valorem tax rate each year if such rate exceeds the voter-approval tax rate or no-new-revenue tax rate, whichever is lower. The no-new-revenue tax rate and the voter-approval tax rate have been calculated and the Notice of Proposed Tax Rate has been published in the local newspaper and on the City's website and Public Access Channel as required by law. The following table illustrates the proposed tax rate, the voter-approval tax rate, and the no-new-revenue tax rates appropriately split between the I&S and the O&M. The proposed tax rate to be considered is \$0.5794, which is more than the no-new-revenue tax rate.

TAX RATE						
Fiscal Year	Property Tax Rate	No-New-Revenue Tax Rate	No-New-Revenue M&O Tax Rate	Proposed M&O Tax Rate	Voter-Approval Tax Rate	Debt Rate
2021-2022	0.5794	0.5457	0.3632	0.3740	0.5956	0.2054
2020-2021	0.5794	0.5656	0.3715	0.3845	0.5961	0.1949

FISCAL IMPACT:

This item is the annual ad valorem tax assessment for FY 2021-2022.

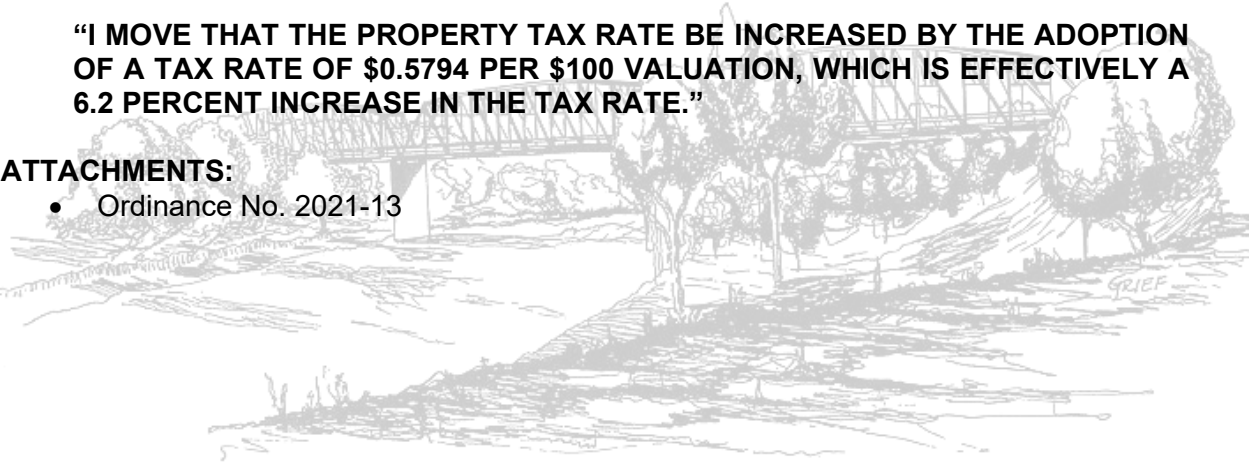
RECOMMENDATION:

Consider action to adopt the ad valorem tax rate. Tax Code requires that the motion be read as follows:

“I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.5794 PER \$100 VALUATION, WHICH IS EFFECTIVELY A 6.2 PERCENT INCREASE IN THE TAX RATE.”

ATTACHMENTS:

- Ordinance No. 2021-13



ORDINANCE NO. 2021-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING THE TAX ROLL, ADOPTING THE TAX RATE, AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR 2021-2022 TO PROVIDE REVENUE FOR THE PAYMENT OF BUDGETED MUNICIPAL EXPENDITURES; AND PROVIDING FOR TAX ASSESSMENT; RECORDS; SEVERABILITY; AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of Bastrop, Texas has on this date, by way of separate Ordinance, duly approved and adopted a Budget for the operation for the City for Fiscal Year 2021-2022 (FY 2021-2022); and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an ad valorem tax on all taxable property in the City of Bastrop; and

WHEREAS, the Chief Appraiser of the Bastrop Central Appraisal District has prepared and certified the appraisal roll for the City of Bastrop, Texas, that roll being that portion of the approved appraisal roll of the Bastrop Central Appraisal District which lists property taxable by the City of Bastrop, Texas; and

WHEREAS, the Tax Assessor and Collector of Bastrop County has reviewed the statutory calculations performed by the Chief Financial Officer, the employee designated by the governing body, required by Section 26.04 of the Texas Tax Code. The Chief Financial Officer has published the *no new revenue tax rate*, the *voter approval tax rate*, and an explanation of how they were calculated, and has fulfilled all other requirements for publication as required in Chapter 26 of the Texas Tax Code, in a manner designed to come to the attention of all residents of the City of Bastrop, and those rates have been submitted to the City Council; and

WHEREAS, the City Council has complied with all applicable requirements of the Texas Tax Code and the Texas Local Government Code prior to the setting of the tax rate for said City for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022 (i.e., FY 2021-2022)' and

WHEREAS, it is necessary to levy such an ad valorem tax at a given rate to generate revenues sufficient to meet the projected expenses of the City for FY 2021-2022.

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

Section 1. Tax Roll: The tax roll presented to the City Council, together with any supplements thereto, is hereby accepted and approved.

Section 2. Adoption of Tax Rate: The tax rate of the City of Bastrop, Texas for the tax year FY 2021-2022 shall be, and is hereby set at **\$0.5794** on each one hundred dollars

(\$100) of the taxable value of real and personal property not exempt from taxation by the Constitution and laws of this State situated within the corporate limits of the City of Bastrop.

Section 3. Tax Levy: There is hereby levied for the FY 2021-2022 upon all real property situated within the corporate limits of the City of Bastrop, Texas, and upon all personal property that was owned within the corporate limits of the City of Bastrop, Texas, on January 1, 2021, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of **\$0.5794** on each \$100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

a) **General Fund.** An ad valorem tax rate of \$0.3740 on each \$100 of assessed valuation of all taxable property is hereby levied for general municipal purposes and to pay the current operating expenses of the City of Bastrop, Texas, for the Fiscal Year ending September 30, 2022, which tax, when collected shall be appropriated to and for the credit of the General Fund of the City of Bastrop, Texas.

b) **General Debt Service Fund:** An ad valorem tax rate of \$0.2054 on each \$100 of assessed valuation of all taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the City of Bastrop, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the City of Bastrop, Texas, for the fiscal year ending September 30, 2022.

Section 4. Texas Tax Code Statement: In accordance with Section 26.05 of the Texas Tax Code, the City Council hereby states that:

THE TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS TAX RATE; AND THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.97 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-10.50.

Section 5. Assessment and Lien: The Bastrop County Tax Assessor Collector is hereby authorized to assess and collect the taxes of said City employing the above tax rate. All taxes shall become a lien upon the property against which assessed, and the Bastrop County Tax Assessor Collector for and on behalf of the City of Bastrop shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest; and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the City of Bastrop.

Section 6. Expenditures and General Fund: Revenue collected pursuant to this Ordinance shall be expended as set forth in the City of Bastrop's FY 2020 - 2021 Annual Budget, as may be amended, and all revenue collected that is not specifically appropriated shall be deposited in the General Fund.

Section 7. Records: The City of Bastrop shall keep accurate and complete records of all monies collected under this Ordinance and the purposes for which same are expended.

Section 8. Severability: Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same

shall not affect the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 7. Repealer: All other ordinances and provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Code of Ordinances not in conflict herewith shall remain in full force and effect.

The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the City of Bastrop under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 9. Effective Date: This Ordinance shall be in full force and effect from and after its date of adoption by the City Council and publication of its caption as the law and the City of Bastrop's Charter provide in such cases.

Section 10. Open Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

CONSIDERED and APPROVED on First Reading on the 14th day of September 2021, by the following motion:

"I MOVE THAT THE PROPERTY TAX BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.5794 PER \$100 VALUATION, WHICH IS EFFECTIVELY A 6.2% PERCENT INCREASE IN THE TAX RATE."

Mayor Pro Tem Lyle Nelson	YEA___	NAY___	ABSTAIN___	ABSENT___
Council Member Bill Peterson	YEA___	NAY___	ABSTAIN___	ABSENT___
Council Member Drusilla Rogers	YEA___	NAY___	ABSTAIN___	ABSENT___
Council Member Jimmy Crouch	YEA___	NAY___	ABSTAIN___	ABSENT___
Council Member Dock Jackson	YEA___	NAY___	ABSTAIN___	ABSENT___

CONSIDERED and ADOPTED on Second Reading on the 21st day of September 2021, by the following motion:

"I MOVE THAT THE PROPERTY TAX BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.5794 PER \$100 VALUATION, WHICH IS EFFECTIVELY A 6.2% PERCENT INCREASE IN THE TAX RATE."

Mayor Pro Tem Lyle Nelson	YEA___	NAY___	ABSTAIN___	ABSENT___
Council Member Bill Peterson	YEA___	NAY___	ABSTAIN___	ABSENT___
Council Member Drusilla Rogers	YEA___	NAY___	ABSTAIN___	ABSENT___

Council Member Jimmy Crouch YEA____ NAY____ ABSTAIN____ ABSENT____

Council Member Dock Jackson YEA____ NAY____ ABSTAIN____ ABSENT____

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 9C

TITLE:

Consider action to approve the first reading of Resolution No. R-2021-84 of the City Council of the City of Bastrop, Texas, authorizing the expenditure of Bastrop Economic Development Corporation funds in the amount of NINETY-FOUR THOUSAND, THREE HUNDRED DOLLARS (\$94,300.00) to enter into a professional services agreement for a wastewater study in Bastrop's Extraterritorial Jurisdiction (ETJ); providing an effective date; and move to include on the September 21, 2021, Consent Agenda for second reading.

AGENDA ITEM SUBMITTED BY:

Genora Young, BEDC Interim Executive Director

BACKGROUND/HISTORY:

The BEDC is seeking approval of the expenditure of \$94,300.00 to fund a wastewater study through a professional services agreement (PSA) with Corix Utilities.

Corix owns and maintains the majority of the sewer and wastewater Certificate of Convenience and Necessity (CCN) for the land area covering the City of Bastrop's Area A extraterritorial jurisdiction (ETJ).

This wastewater feasibility study will assist the BEDC and the City of Bastrop in determining the long-term requirements for sewer and wastewater in the City of Bastrop's ETJ, within the commercially important Highway 71 corridor leading from Austin to Houston. With increased commercial interest in properties just west of Bastrop, the goal is to accelerate the process of meeting those wastewater needs. This study will help determine how to best serve the different properties within that area.

The BEDC is paying for the study "up front" and will be reimbursed through each new LUE (living unit equivalent) that is brought online over a 15-year period.

FISCAL IMPACT:

Approved by the BEDC Board on August 16, 2021, in the amount of \$94,300, to be included in the BEDC's FY 2021/2022 budget.

RECOMMENDATION:

Genora Young, BEDC Interim Executive Director recommends approval of first reading of Resolution No. R-2021-84 of the City Council of the City of Bastrop, Texas, authorizing the expenditure of Bastrop Economic Development Corporation funds in the amount of ninety-four thousand, three hundred dollars (\$94,300.00) to enter into a professional services agreement for a wastewater study in Bastrop's Extraterritorial Jurisdiction (ETJ); and move to include on the Consent Agenda on September 21, 2021.

ATTACHMENTS:

Draft Resolution R-2021-84

Signed BEDC Resolution R-2021-0010

Draft Professional Services Agreement with Corix Utilities



RESOLUTION NO. R-2021-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT CORPORATION FUNDS IN THE AMOUNT OF NINETY-FOUR THOUSAND, THREE HUNDRED DOLLARS (\$94,300.00) TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR A WASTEWATER STUDY IN BASTROP'S EXTRATERRITORIAL JURISDICTION (ETJ); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and

WHEREAS, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a utilities company to assist the BEDC in determining the long-term needs for sewer and wastewater in the City of Bastrop's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Corix Utilities ("Corix") maintains and possesses the sewer and wastewater certificate of convenience and necessity (CCN) that is exclusively within the City of Bastrop's Area A ETJ and abuts directly to the City of Bastrop's sewer and wastewater CCN; and

WHEREAS, pursuant to Texas Local Government Code Sec. 501.103, a "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises related to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and

WHEREAS, Corix has provided the BEDC with a professional services agreement between Corix and Kimley Horn & Associates in the amount of Ninety-Four Thousand, Three Hundred Dollars (\$94,300.00); and

WHEREAS, the BEDC Board of Directors met on August 16, 2021, and took formal action to support and provide funds for the professional services by BEDC Resolution R-2021-0010; and

WHEREAS, the BEDC is awarding more than \$10,000 for this project under this Resolution, which requires the City of Bastrop City Council to approve the project at two readings per Sec. 505.158 of the Local Government Code; and

WHEREAS, the City has reviewed the August 16, 2021, actions of the BEDC related to the professional services noted herein below, has considered, and evaluated that project, and has found it meritorious of the Council's approval.

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

Section 1. The City Council of the City of Bastrop, Texas, hereby approves the expenditure for professional services in an amount not to exceed \$94,300.00, and the Resolution R-2021-0010 passed by the BEDC Board of Directors on August 16, 2021.

Section 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

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

READ and ACKNOWLEDGED on First Reading on the 14th day of September 2021.

READ and APPROVED on the Second Reading on the 21st day of September 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUTION NO. R-2021-0010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CORIX UTILITIES TO PERFORM A WASTEWATER STUDY IN BASTROP'S EXTRATERRITORIAL JURISDICTION (ETJ); AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"); and

WHEREAS, to fulfill its public purpose in attracting qualifying projects, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a utilities company to assist the BEDC in determining the long-term needs for sewer and wastewater in the City of Bastrop's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Corix Utilities ("Corix") maintains and possesses the sewer and wastewater certificate of convenience and necessity (CCN) that is exclusively within the City of Bastrop's Area A ETJ and abuts directly to the City of Bastrop's sewer and wastewater CCN; and

WHEREAS, the BEDC Board of Directors approved performing a wastewater study in the ETJ via Resolution R-2020-0030 on November 16, 2020; and

WHEREAS, pursuant to Texas Local Government Code Sec. 501.103, a "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises related to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and

WHEREAS, Corix has provided the BEDC with a professional services agreement between Corix and Kimley Horn & Associates in the amount of \$94,300; and

WHEREAS, the board of directors hereby finds and determines that the expenditure herein is a required expenditure for purposes of promoting and developing new business enterprises as it will study the CCN area for the purpose of expanding wastewater and sewer utilities infrastructure in the area for business development; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under a third-party Professional Services Agreement with Corix to be executed by the Interim Chief Executive Officer or the Board Chair on behalf of the BEDC.

RESOLUTION NO. R-2021-0010

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The Board hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.

SECTION 2. The Board hereby finds that the provision of certain professional services is necessary for the BEDC's proper attraction and advancement of qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, and hereby authorizes the Interim Chief Executive Officer or Board Chair to enter into a Professional Services Agreement with Corix, to be approved by BEDC's attorney and the City Council of the City of Bastrop, in an amount not to exceed \$94,300.


SECTION 3. This Resolution is effective upon passage.

PASSED AND APPROVED on the 16th day of August 2021, by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION


Kathryn Nash, Board Chair

ATTEST:


Sam Kier, Board Secretary

APPROVED AS TO FORM:


Denton, Navarro, Rocha, Bernal & Zech, P.C.
Board Counsel

RESOLUTION NO. R-2021-0010

Exhibit "A"

Professional Services Agreement with Corix

BASTROP ECONOMIC DEVELOPMENT CORPORATION

Agreement for Preparation of Bastrop County Regional Wastewater Master Plan

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

This Agreement for Preparation of Bastrop County Regional Wastewater Master Plan (“*Agreement*”) is made and entered by and between the **Bastrop Economic Development Corporation**, a Texas non-profit industrial development corporation (the “*BEDC*”) and **Corix Utilities (Texas), Inc.**, a Delaware Corporation (“*Corix*”). BEDC and Corix are individually referred to herein as a “*Party*” and collectively as the “*Parties*”.

RECITALS

WHEREAS, Corix is a retail public utility and the owner of multiple water and wastewater systems that it operates to provide retail water and sewer services to its customers, including water and wastewater systems located in Bastrop County, Texas; and

WHEREAS, BEDC is an industrial development corporation created to enhance the quality of life in Bastrop County by advancing the investment, development, growth and relocation of companies within the area, including providing infrastructure required for economic development; and

WHEREAS, Texas Local Government Code Chapter 501, Section 501.103 authorizes the BEDC to make expenditures that are found by the board of directors to be required or suitable for sewer infrastructure necessary to promote or develop new or expanded business enterprises; and

WHEREAS, in order to promote economic development within Bastrop County, the Parties desire to cause a qualified professional engineering consultant to prepare a “Wastewater Collection and Facility Master Plan” that will generally include the following components: (i) evaluation of the existing wastewater collection, treatment and disposal facilities within a designated study area in Bastrop County; (ii) evaluation of projected wastewater service needs based on land use assumptions within the designated study area; (iii) preparation of a wastewater collection system capital improvement plan to identify proposed wastewater collection infrastructure to meet projected demands for wastewater service from new development in the study area; and (iv) preparation of a plan for construction of one or more wastewater treatment plants to meet projected demands for wastewater service from new development in the study area (collectively, the “*Wastewater Master Plan*,” as more particularly described in **Exhibit “A”** attached hereto); and

WHEREAS, the BEDC finds and determines that the Wastewater Master Plan study provided for herein is necessary to promote or develop new or expanded business enterprises; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which Corix will retain a professional engineering consultant to undertake and complete the Wastewater Master Plan on behalf of the Parties, and BEDC will reimburse the costs incurred by Corix in connection therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Duration.

This Agreement shall become effective on the date of the last signing by a Party to the Agreement and shall remain in effect until the BEDC is reimbursed by Corix as provided for in this Agreement unless otherwise terminated as provided for in this Agreement.

Section 2. Scope of Work.

- (A) The Parties acknowledge that Corix previously executed a Professional Services Agreement (“*PSA*”) with Kimley Horn & Associates, Inc. (“*Professional*”) that is Task Order based. Within ten (10) days after execution of this Agreement, Corix shall enter into a Task Order with Professional in the form attached hereto as **Exhibit “A”** setting forth the terms, conditions, and scope of work for which Professional shall prepare the Wastewater Master Plan on behalf of the Parties (“*Scope of Work*”).
- (B) The anticipated submittal of all Wastewater Master Plan deliverables is immediately upon completion of the Wastewater Master Plan or as otherwise provided in the Task Order.
- (C) Corix shall ensure that the quality of services to be provided by Professional under the Task Order shall be the professional skill and care ordinarily provided by competent engineering professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional holding the same professional license.
- (D) Corix shall ensure that the Professional prepares the Wastewater Master Plan in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the services set forth in the Task Order.

Section 3. Compensation.

- (A) Corix shall pay the Professional for all services rendered under the Task Order in accordance with the compensation provisions of the PSA and Task Order. BEDC shall reimburse those fees paid by Corix to the Professional in the manner set forth in **Exhibit “B”** (the “*Fees*”).
- (B) *Billing Period:* Corix may submit monthly, or less frequently, an invoice for reimbursement of Fees paid by Corix to Professional. Payment by BEDC shall be subject to Chapter 2251, Texas Government Code (the “*Prompt Payment Act*”).
- (C) *Reimbursable Expenses:* BEDC shall not pay any reimbursable expenses related to the Wastewater Master Plan.
- (D) *Total Compensation.* Total compensation paid by BEDC to Corix shall not exceed ninety-four thousand three hundred dollars (\$94,300.00) unless otherwise agreed to as an amendment to this Agreement.

Section 4. Changes to the Wastewater Master Plan; Additional Work.

- (A) *Changes to Work:* Corix shall cause Professional to make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the BEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, Corix shall engage the Professional to make such revisions if requested and as directed by the BEDC and such services will be considered as additional work and paid for as specified under the following paragraph.
- (B) *Additional Work:* The BEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the BEDC by supplemental agreement before the additional work is undertaken by the Professional. If Corix or the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the Wastewater Master Plan and therefore constitutes additional work, Corix shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then Corix and the Professional shall execute a supplemental agreement for the additional work and Corix shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. BEDC shall reimburse all such Fees paid to Professional by Corix in accordance with the methodology and requirements set forth in **Exhibit "B"** attached hereto. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not approved in writing by BEDC as additional work shall be at risk of Corix.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the BEDC. Corix shall be responsible for ensuring the prompt completion of the services under the Scope of Work and unnecessary delays in providing services under a Scope of Work shall be grounds for termination of this Agreement pursuant to Section 8 herein.

Section 6. Miscellaneous Provisions.

- (A) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC, Corix and Professional. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO CORIX OR TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to Corix and to the BEDC but shall grant to Corix and to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. Corix and the Professional may, at their own expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.

- (B) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all final deliverables furnished by the Professional to Corix and to the BEDC. All work and services provided under the PSA will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. Corix and the BEDC acknowledge that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (C) *Compliance with Laws.* Corix shall ensure that Professional complies with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of the Task Order, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish to Corix and the BEDC with satisfactory proof of compliance.
- (D) *Independent Contractor.* Professional is an independent contractor of Corix and is not an employee, agent, official or representative of the BEDC. Corix shall ensure that Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (E) *Non-Collusion.* Corix represents and warrants that Corix has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the BEDC under this Agreement. Corix further agrees that it shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Corix or Professional, Corix shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Corix, for reimbursement of payment to Professional, under or pursuant to this Agreement.
- (F) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any Party, or by Professional under the PSA, is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The Party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other Party shall not otherwise be aware of such force majeure event, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

- (G) In the case of any conflicts between the terms of this Agreement and wording contained within the PSA, this Agreement shall govern. The Scope of Services in the Task Order is intended to detail the technical scope of services, fee schedule, and contract time only for services to be performed by Professional and shall not dictate Agreement terms of the agreement between BEDC and Corix.

Section 7. Termination.

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Corix and BEDC;
 - (2) By either Corix or BEDC, upon the failure of the other party to fulfill its obligations as set forth in this Agreement;
 - (3) By the BEDC, immediately upon notice in writing to Corix and a reasonable opportunity for Professional to cure, as consequence of the failure of Professional to perform the services contemplated by the Task Order in a timely or satisfactory manner;
 - (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to Corix; or
 - (5) By Corix after notice and reasonable opportunity to cure, if BEDC does not reimburse Corix for payment made to Professional in accordance with the terms and conditions of this Agreement.
- (B) If the BEDC terminates this Agreement pursuant to Section 5 or subsection 7(A)(2) or (3), above, Corix shall not be entitled to reimbursement of any Fees and the BEDC may make immediate demand for Reimbursement of all previously reimbursed Fees. If the BEDC terminates this Agreement for any other reason authorized herein Corix shall not be entitled to reimbursement of any Fees other than for reimbursement of Fees paid by Corix to Professional for services rendered prior to termination by the BEDC.

Section 8. Indemnification. Corix shall indemnify and hold harmless the City of Bastrop, Texas, Economic Development Corporation and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Corix's and Professional's obligations under this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Corix, Professional or Corix's or Professional's agent, consultant under contract, or another entity over which Corix or Professional exercises control (whether active or passive) of Corix, Professional or their employees, agents or sub-contractors, (ii) the failure of Corix to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Corix expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Corix, Professional, or any of their sub-contractors, as provided above, for which Corix's or Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require Corix to indemnify, defend, or hold harmless any

Indemnitor for the Indemnitor's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the Parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Corix or Professional in performing services under this Agreement.

Section 9. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment. Neither Party shall have the right to assign that Party's interest in this Agreement without the prior written consent of the other Party.

Section 11. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver. Either BEDC or Corix shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue. This Agreement and all the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

Section 14. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Dispute Resolution. The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 22. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

Section 23. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

[Signature Page Follows]

EXECUTED:

BEDC:

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

CORIX UTILITIES (TEXAS), INC.:

By: R. Darrin Barker
Name: R. Darrin Barker
Title: President
Date: August 26, 2021

ADDRESS FOR NOTICE:

BEDC:

Bastrop Economic Development Corporation
Attn: Executive Director
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

CORIX:

Corix Utilities (Texas), Inc.
Attn: Darrin Barker
1812 Centre Creek Dr., #100,
Austin, TX 78754

With a copy to:

BEDC Attorney
Bastrop Economic Development Corporation
2500 W. William Cannon, Suite 609
Austin, Texas 78745

Exhibit “A”

**TASK ORDER UNDER EXISTING PROFESSIONAL SERVICES
AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. FOR
BASTROP COUNTY REGIONAL WASTEWATER MASTER PLAN
STUDY**

As more particularly described in the attached Task Order, Kimley-Horn & Associates, Inc. shall perform a Regional Wastewater Master Plan Study to identify the required wastewater infrastructure along the Highway 71 corridor west of Bastrop to serve future economic development.

Exhibit “B”

COMPENSATION & FEE SCHEDULE

Exhibit “B”

COMPENSATION & FEE SCHEDULE

Not more frequently than monthly, Corix shall provide to BEDC a copy of each invoice for completed services by Professional under the PSA, along with evidence of payment by Corix to Professional for the services that are the subject of the invoice. Upon receipt of each invoice, BEDC shall reimburse Corix for all sums paid by Corix to Professional in accordance with the Prompt Payment Act.

Corix will subsequently reimburse BEDC all costs and expenses funded by BEDC under this Agreement in accordance with the terms of this paragraph. After completion of construction of any of the wastewater facilities identified in the Wastewater Master Plan, Corix shall reimburse BEDC for costs paid under this Agreement on a per living unit equivalent (“LUE”). Each LUE shall be reimbursed at the rate of \$200 per LUE. Thereafter, and not less frequently than once per calendar year, Corix shall provide payment to BEDC in a sum equal to the number of new service connections (expressed in LUEs) that connect to the completed wastewater improvements since the most recent preceding reimbursement payment multiplied by the per LUE reimbursement amount of \$200 per LUE, until such time as BEDC has recovered all of the costs and expenses funded under this Agreement. Corix’s reimbursement obligation under this Agreement shall terminate upon the earlier of the following: (i) the date that BEDC has recovered all of the costs and expenses paid to Corix under this Agreement for services rendered by Professional under the Task Order; or (ii) fifteen (15) years after the effective date of this Agreement.

Study cost \$94,300 / \$200 per LUE = 471.5 LUEs

Living Unit Equivalent (LUE) Guidelines

A living unit equivalent (LUE) is defined as the typical flow that would be produced by a small single family residence (SFR). An LUE is assumed to represent three (3) people living in a residence. For water requirements, this flow includes consumptive uses, such as lawn watering and evaporative coolers. The wastewater system does not receive all of these water flows, so the estimated LUEs may differ between water and wastewater for residences. For all commercial development wastewater, LUEs will match water LUEs.

The following LUE Conversions can be used to ESTIMATE flows for various development types. These are only estimates for planning purposes. Each building or development is evaluated separately by fixture unit count to size the meters.

Proposed Development Intended Use	Typical LUE Conversion (LUE per unit)
Water LUE	Wastewater LUE

Small Single Family Residence; Modular Home; Mobile Home	1	1
Medium to Large Single Family Residence	1.5	1
Duplex	2	1
Very Large Single Family Residence	2.5	2.5
Triplex; Fourplex; Condo Unit; PUD, Apartment Unit (6+ Units/Acre to 24 Units/Acre)	0.7	0.7
Condo or Apartment Unit (24+ Units/Acre)	0.5	0.5

Exhibit “B”
COMPENSATION & FEE SCHEDULE

Hotel or Motel Room	0.5	0.5
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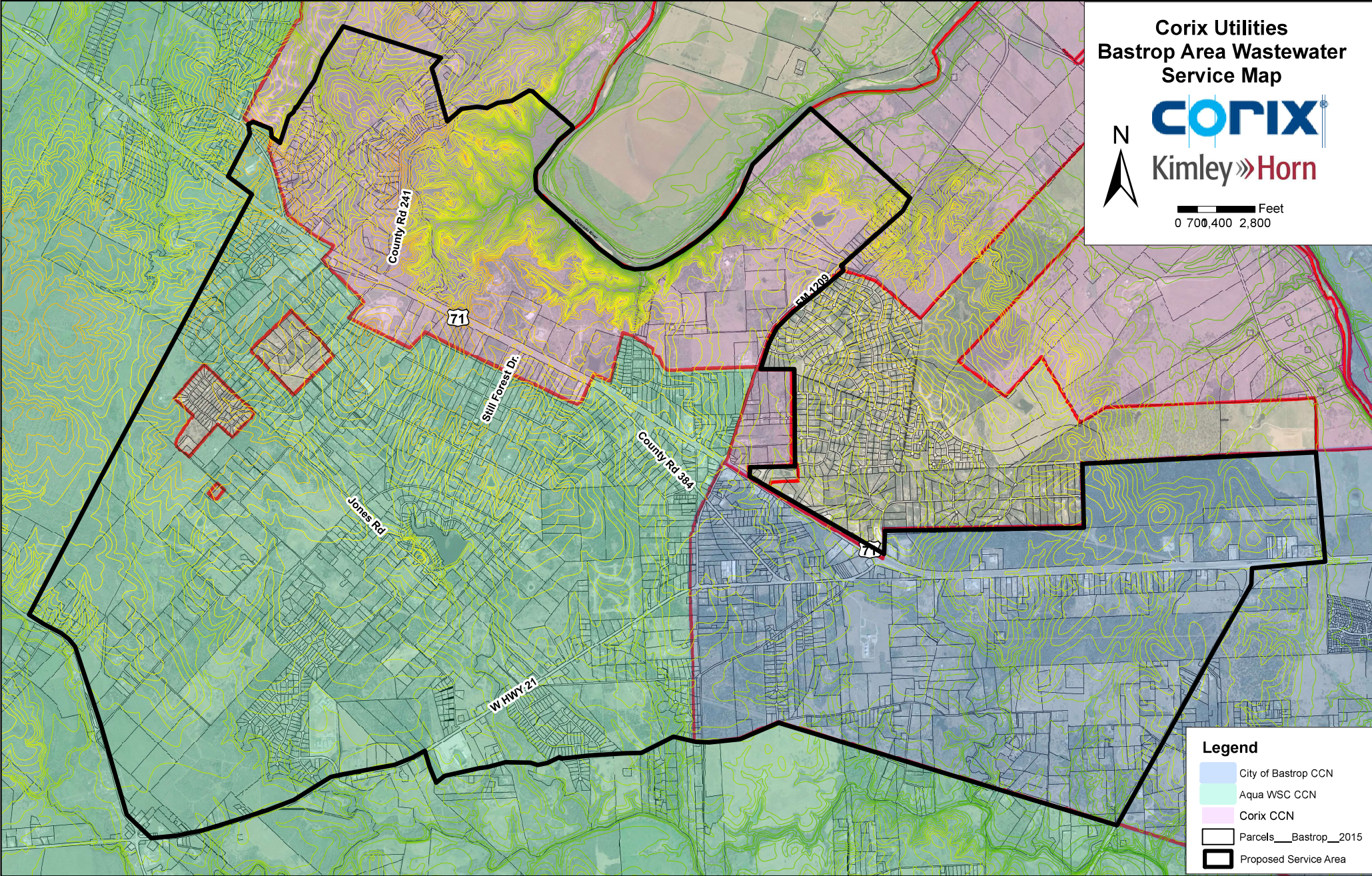
Proposed Development Intended Use LUE Conversion (Approximate Units per LUE)
 For Commercial Development, Wastewater LUEs match Water LUEs

Office (Square Feet of Floor)	3000
Office Warehouse (Square Feet of Floor)	4000
Retail; Shopping Center (Square Feet of Floor)	1660
Restaurant; Cafeteria (Square Feet of Floor)	200
Hospital (Beds)	1
Rest Home (Beds)	2
Church (Worship Services Only) (Seats)	70
High/Middle School (Includes Gym and Cafeteria (Students)	13
Elementary School (Includes Gym and Cafeteria (Students)	15

Corix Utilities
Bastrop Area Wastewater
Service Map



0 700,400 2,800 Feet



Legend

- City of Bastrop CCN
- Aqua WSC CCN
- Corix CCN
- Parcels__Bastrop__2015
- Proposed Service Area



STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 9D

TITLE:

Consider action to approve Resolution No. R-2021-73 of the City Council of the City of Bastrop, Texas, approving the Viridian Public Improvement District Financing and Reimbursement Agreement (PFA) between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Assistant Planning Director
Trey Job, Assistant City Manager of Community Development

BACKGROUND/HISTORY:

The Viridian Development is a proposed 399.9-acre development with a mix of land uses and development types that is located within the City's Statutory Extraterritorial Jurisdiction. At the March 9, 2021 meeting, City Council approved the developer's request to create a Public Improvement District for the development and established the boundaries. On July 13, 2021, the City Council approved a Development Agreement for the provision of utilities and the development of the site.

The PID Financing Agreement is the next step in the process for the developer in order to develop a Service and Assessment Plan. The agreement also establishes that costs for the improved areas will be paid solely from assessment revenues. It allows for the apportionment, levy and collection of the assessments related to the Improvement Area. It also allows the developer to be reimbursed from those assessed fees.

Once the actual cost is established for the improvements to be reimbursed by the District, the City of Bastrop is responsible for making sure the PID administrator drafts a Service and Assessment Plan (SAP). Our PID financial consultants have recommended the City be responsible for choosing the consultant to draft the SAP. Once completed, the SAP is then returned to the City of Bastrop for review and approval. The plan must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.

After this PID Financing Agreement is finalized:

- City will select a consultant to draft the Service and Assessment Plan (SAP)
- SAP will be reviewed and approved by City Council
- Bond issuance will be prepared by consultant
- Bonds will be issued for the PID to reimburse the developer for first phase

- SAP will be reviewed and approved annually by City Council
- Bonds issued for additional phases per PFA

RECOMMENDATION:

Assistant Planning Director Bills recommends approval of Resolution R-2021-73 of the City Council of the City of Bastrop, Texas, approving the Viridian Public Improvement District Financing and Reimbursement Agreement (PFA) between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2021-73
- Exhibit A – PID Financing Agreement



RESOLUTION NO. R-2021-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE VIRIDIAN PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT (PFA) BETWEEN THE CITY OF BASTROP, A HOME RULE CITY, AND CONTINENTAL HOMES OF TEXAS, L.P. A TEXAS LIMITED PARTNERSHIP, FOR 399.9+/- ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY ABSTRACT 98, TO THE WEST OF FM 969, LOCATED WITHIN THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION, AS ATTACHED IN EXHIBIT A, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Continental Homes of Texas, L.P. (the "Owner") owns approximately 399.9 acres of land, more or less, located in Bastrop County, Texas, described in the attached Exhibit "A" (the "Property"). The Property is located within the City's extraterritorial jurisdiction ("ETJ") and not within the ETJ or corporate limits of any other municipality; and,

WHEREAS, the City Council authorized the creation of the Viridian Public Improvement District on March 9, 2021 with Resolution R-2021-28; and,

WHEREAS, the City entered into a Development Agreement with the Owner on July 13, 2021 that stated the intent that the costs of the construction of certain public improvements for the benefit of the District; and,

WHEREAS, the Owner, or its successors, will develop the Property as a high-quality, mixed use development project that will include single family homes, commercial, recreational facilities, parks and greenbelt areas; and,

WHEREAS, the Texas Local Government Code, Chapter 372 (the "Act") authorizes a municipality to approve a public improvement district that promotes the interests of and provides a special benefit to a definable part of the municipality or municipality's extraterritorial jurisdiction; and,

WHEREAS, this Resolution and PID Financing Agreement were considered at a meeting open to the public as required by law, and public notice of the time, place and purposed of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and,

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

Section 1: That the City Manager will execute a Public Improvement District Financing and Reimbursement Agreement between the City of Bastrop a Home Rule City and Continental Homes of Texas, L.P. a Texas Limited Partnership for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction attached as Exhibit A.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of

such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of September, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

VIRIDIAN PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP

AND

CITY OF BASTROP, TEXAS

VIRIDIAN PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT

This Viridian Public Improvement District Financing and Reimbursement Agreement (this “**Agreement**”), dated as of _____, 2021 (the “**Effective Date**”), is entered into between Continental Homes of Texas, L.P., a Texas limited partnership (including any Designated Successors and Assigns, the “**Owner**”), and the City of Bastrop, Texas (the “**City**”), acting by and through each’s duly authorized representative. The Owner and the City are sometimes collectively referenced in this Agreement as the “**Parties**”, or, each individually, as the “**Party**”. Capitalized terms not defined herein shall have the meanings ascribed thereto in Exhibit “A”, attached hereto.

Recitals:

WHEREAS, Owner owns a total of approximately 399.9 acres of land located within the extraterritorial jurisdiction of the City (the “**Property**”), which Property is more particularly described in Exhibit “B”, attached hereto;

WHEREAS, Owner, and the City entered into a Development Agreement on or about even date herewith (as may be amended, the “**Development Agreement**”) pertaining to development matters with respect to the Property;

WHEREAS, it is intended that the Property will be developed as a mixed use development (primarily residential) in accordance with the Development Agreement (the “**Project**”);

WHEREAS, the City Council authorized the formation of the Viridian Public Improvement District (as amended, the “**District**”) pursuant to Resolution No. R-2021-28 adopted by the City Council of the City (the “**City Council**”) on March 9, 2021, in accordance with Chapter 372 of the Texas Local Government Code (the “**PID Act**”) which covers the Property, together with an approximately 10 acre tract of land located adjacent to the Property more particularly described in Exhibit “B-3” attached hereto (the “**10 acre Tract**”);

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to allow financing of certain Authorized Improvements conferring special benefits to the Property via a public improvement district;

WHEREAS, the Owner anticipates developing the Project in phases, with the District being divided, for development planning purposes, into the Major Improvement Area (as more particularly described on Exhibit “B-1” attached hereto) “**Improvement Area #1**”, “**Improvement Area #2**”, “**Improvement Area #3**”, and “**Improvement Area #4**” (each an “**Improvement Area**” and collectively, the “**Improvement Areas**”), with the approximate boundaries of such Improvement Areas being reflected on Exhibit “F” attached hereto and made a part hereof. The Project and the financing thereof within each Improvement Area will proceed according to the terms specified in this Agreement;

WHEREAS, although the 10 acre Tract was located within the District at the time of creation, it is not intended that the 10 acre Tract will be developed by Owner, nor will the 10 acre

Tract be assessed, nor is it anticipated that the 10 acre Tract will benefit from any of the Authorized Improvements;

WHEREAS, other than the Major Improvements which benefit the entire District, each Authorized Improvement within an Improvement Area is intended to benefit only one Improvement Area, to wit: (A) certain of the Authorized Improvements will benefit only Improvement Area #1; (B) certain of the Authorized Improvements will benefit only Improvement Area #2; (C) certain of the Authorized Improvements will benefit only Improvement Area #3; and (D) certain of the Authorized Improvements will benefit only Improvement Area #4. Other than the Major Improvements which benefit the entire District, no Authorized Improvement within an Improvement Area is intended to benefit more than one Improvement Area;

WHEREAS, from the proceeds of the PID Bonds, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, acquire those certain Authorized Improvements provided for in this Agreement and the Owner will be paid or repaid or reimbursed for the costs of acquisition, construction and improvement of the Segments that are completed from time to time and operative, subject to the terms and limitations set forth herein;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement and an Acquisition and Reimbursement Agreement, as applicable) adopt the Service and Assessment Plan, approve an Assessment Ordinance and levy Assessments on all or a portion of the property located within the District and issue bonds in one or more series for payment of costs associated with construction and/or acquisition of the Authorized Improvements included in the Service and Assessment Plan, as such plan may be amended from time to time;

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements, or Segments thereof, provided for in this Agreement and the Owner will be paid or reimbursed for the costs of the Authorized Improvements, or Segments thereof, solely from Assessments or from the proceeds of the PID Bonds, for the costs of acquisition, construction and improvement of the Authorized Improvements or Segments thereof that are completed, dedicated to and accepted by the City, subject to the terms and limitations set forth herein;

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements with the proceeds from one or more series of PID Bonds issued or special assessment revenues derived from the District in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act, the City Charter and the City's PID Policy, the City has the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City's costs of issuance in accordance with this Agreement; and

WHEREAS, the City has determined that it is in its best interests to enter into this Agreement with the Owner for the construction and/or acquisition of the Authorized

Improvements, or Segments, thereof, which will result in the efficient and effective implementation of a Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property (Article II), the construction of Authorized Improvements to be acquired by the City (Article III), funding of Authorized Improvements (Article IV), the issuance of bonds for the financing of the Authorized Improvements (Article V), representation and warranties (Article VI), default and remedies (Article VII), and general provisions (Article VIII).

ARTICLE II. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 2.01. Preliminary Matters

(a) On March 9, 2021, the City authorized the formation of the District by Resolution No. R-2021-28.

(b) The Property is intended to be developed in phases, with the District being divided, for development planning purposes, into the Major Improvement Area (as more particularly described in Exhibit “B-1” attached hereto), and Improvement Area #1 (as more particularly described in Exhibit “B-2” attached hereto) (the Major Improvement Area, and Improvement Area #1, may each be referred to as an “**Improvement Area**”). The Owner intends to further designate Improvement Areas within the Major Improvement Area as development progresses within the District. All Authorized Improvements are intended to benefit one or more specific Improvement Areas or the entire District. It is intended that the Assessments for the Major Improvement Area, and Improvement Area #1 will be levied concurrently. Thereafter, it is expected that PID Bonds for both the Major Improvement Area (the “**Major Improvement Area PID Bonds**”) and Improvement Area #1 (the “**IA #1 PID Bonds**”) will be issued at the same time. The Major Improvement Area PID Bonds will finance the Actual Costs attributable to the construction of, acquisition of or reimbursement for the Major Improvements (as more particularly described in Exhibit “C” attached hereto). Likewise, the IA #1 PID Bonds will finance Improvement Area #1’s Actual Costs attributable to the construction of, acquisition of or reimbursement for the Improvement Area #1 Improvements (as more particularly described in Exhibit “C” attached hereto).

(c) Parity Bonds may be issued to pay for or reimburse Owner for any Actual Costs for Authorized Improvements benefiting an Improvement Area that remain unpaid or unreimbursed after issuance of the initial PID Bonds secured by that Improvement Area.

(d) Within a commercially reasonable timeframe after the Effective Date, the City Council will cause the PID Administrator to draft the Preliminary Service and Assessment Plan

(herein so called) for the Property and deliver a copy to the City and the Owner for review and consideration. The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code Sections 372.013 and 372.014 and be presented to the City Council for review and approval prior to Assessments being levied and PID Bonds being issued. Subsequent to the City Council's approval of this Agreement, the City intends to approve the Service and Assessment Plan and levy Assessments on all benefited parcels in the District. Thereafter, the Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year and submitted for the City Council's review and approval. So long as the Owner owns a portion of the Property, the City shall also direct the Administrator to provide a copy of any updates or proposed amendment to the Owner for review. Notwithstanding the above, it is hereby understood and acknowledged by the Parties that the Service and Assessment Plan may need to be amended over time if there are any changes to the Authorized Improvements or property within the District, in accordance with the terms set forth in this Agreement. Nevertheless, the basic terms and methodology described in the Service and Assessment Plan will generally apply to each series of PID Bonds.

(e) Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements accruing to such portion of the Property. As stated above, the 10-acre Tract will not be assessed.

(g) Assessments on any portion of the Property may be reallocated within a particular Improvement Area in connection with PID Bond issues or otherwise so long as the Assessments are determined in accordance with the Service and Assessment Plan and the PID Act.

(h) The Property may also be subject to an Owner's Association assessment.

(i) Promptly following submission to the City of the initial or an updated Service and Assessment Plan (or any subsequent amendment or supplement to the Service and Assessment Plan) acceptable in form and substance to the City and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement (if any), the City Council shall consider, if applicable, an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Ordinance.

(j) Prior to the issuance of any series of PID Bonds (except for refunding bonds), the Owner shall provide an Appraisal to the City for the City's review and approval covering the portion of the Property that is subject to the Assessments. The City shall select the appraiser, in consultation with the Owner and the Underwriter, and all reasonable fees of the Appraisal shall be paid by the Owner.

Section 2.02. Apportionment and Levy of Assessments

The City will levy Assessments on the Property in accordance with the terms of this Agreement and with the Service and Assessment Plan at such time as an Assessment Ordinance is approved by the City Council. The City's apportionment and levy of Assessments will be made in accordance with the PID Act. Following receipt of an Assessment Levy Request, the City shall

consider the adoption of an Assessment Ordinance for the respective Improvement Area within sixty (60) days after receipt of an Assessment Levy Request, unless such Assessment Levy Request is expressly associated with an issuance of a series of PID Bonds, in which case the Assessments may be levied at the time such series of PID Bonds are issued. The City will collect the Assessments in accordance with a Service and Assessment Plan and the applicable Assessment Ordinance. Upon collection of such Assessments, the City will transfer or cause to be transferred the Assessment Revenues such that they will be held in a designated account separate from the City's other accounts (referred to herein as the "**Operating Account**"), such funds to be used to reimburse the Owner for the Actual Costs of the applicable Authorized Improvements pursuant to the terms of the Acquisition and Reimbursement Agreement, or, if PID Bonds have been issued, then transferred to the Trustee and deposited in the proper funds and accounts in the priority set forth in the applicable Indenture. Assessment Revenues shall only be used to pay Actual Costs of the Authorized Improvements in accordance with this Agreement.

Section 2.03. Collection of Assessments

(a) Subject to the terms and conditions of this Agreement, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Assessments levied pursuant to an Assessment Ordinance in accordance with the Service and Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Property until (i) the PID Bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise, or (ii) the Owner has been reimbursed for the unreimbursed Actual Costs eligible to be paid from the Assessment Revenues in accordance with the applicable Acquisition and Reimbursement Agreement. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.

(b) It is hereby acknowledged that Assessments can be used, to the extent any such Assessments are remaining after payments are made on the PID Bonds, to pay or reimburse Owner for any Actual Costs not paid or reimbursed under Section 4.02, Section 4.03, or Section 4.04 of this Agreement. Any reimbursement obligation to Owner under an Acquisition and Reimbursement Agreement or as provided above will be subordinate to payment of the applicable PID Bonds.

(c) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, once PID Bonds have been issued for an Improvement Area, the Assessment Revenues collected annually from the Property within such Improvement Area will be deposited in the applicable Pledged Revenue Fund and thereafter transferred in the priority as set forth in the applicable Indenture.

(d) Further notwithstanding anything to the contrary contained herein, the City covenants and agrees to use its best efforts to contract with the Bastrop County Tax Assessor for the collection of the Assessments such that the Assessments will be included on the ad valorem

tax bill(s) for the Property and will be collected as part of and in the same manner as ad valorem taxes.

Section 2.04. Approval and Recordation of Assessments through Landowner Agreement

Concurrently with the levy of the Assessments for any portion of the Property, the Owner shall execute a “**Landowner Agreement**” (herein so called) in which the Owner shall (i) approve and accept the apportionment of the Assessments in the Service and Assessment Plan and the levy of the Assessments by the City and (ii) approve and accept the terms of the Home Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Owner’s intent that the Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Assessments, including applicable interest thereon, as and when due and payable and (ii) provide that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; (b) provide that the liens created by the levy of the Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State, County, City, or school district; and (c) include such other matters as the City may reasonably request or as may be necessary to issue a series of PID Bonds.

If required by the Attorney General, Owner shall cause the owner of the 10 Acre Tract (the “**Consenting Owner**”) to execute the Landowner Agreement to evidence the fact that it is an owner of a portion of the property located in the District and, if applicable, approve and accept the terms of the Landowner Agreement. As previously stated, it is not intended that Assessments will be levied on the 10 acre Tract, nor it is currently contemplated that any of the Authorized Improvements will benefit the 10 acre Tract.

Section 2.05 Assignment of Right to Payment of Unreimbursed Actual Costs.

Owner’s right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner’s right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Assessment Revenues, (a “**Transfer**,” and the person or entity to whom the transfer is made, a “**Transferee**”); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for any continuing disclosure requirements and obligations as agreed to by the Owner and the City in the disclosure agreement of Owner.

Section 2.06. Obligations Secured by Pledged Revenues

THE PID BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY ASSESSMENT REVENUES (AS PROVIDED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN AN INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE ASSESSMENT REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN AN INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE ASSESSMENT REVENUES.

ARTICLE III. CONSTRUCTION AND ACQUISITION

Section 3.01. Acquisition of Authorized Improvements

The Owner will dedicate the Authorized Improvements to the City upon completion of the Authorized Improvements, and the City will accept dedication of such Authorized Improvements after confirming that the Authorized Improvements (or such Segment thereof) have been completed in accordance with this Agreement and the Regulatory Requirements.

Section 3.02. Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III and in accordance with any requirements of the City and, as applicable, City approved plans.

(b) Except as otherwise provided herein, inspection of the construction of any Authorized Improvement being conveyed to the City will be by the City Construction Representative or its designee. Any City inspection of an Authorized Improvement being conveyed to the City will be in accordance with any requirements of the City.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Segment unless Owner contracts with a third party to act as the Construction Manager, as provided in this Agreement, with respect to construction of the Authorized Improvements in which case Owner can allow all or a portion of the Construction Management Fee to be paid to such third party. The Construction Management Fee is part of Actual Costs and will be paid as part of the Actual Costs.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Authorized Improvements for the compensation specified by the Owner.

Section 3.03. Designation of Construction Manager Subcontractor

The Owner may subcontract out all or some of the duties of Construction Manager to a third party, with the written consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. Owner may designate a homebuilder, an individual, company, partnership, or other entity (each a "**Third-Party Contractor**"), as a subcontractor for construction management services for one or more Authorized Improvements or Segments thereof. The Owner shall provide written notice to the City within three (3) business days of such designation. Within five (5) business days after executing a contract with a Third-Party Contractor, the Owner shall:

(i) provide a copy of the executed contract to the City Construction Representative, and

(ii) obtain from the Third-Party Contractor a collateral assignment of the Owner's rights under the contract with the Third-Party Contractor solely as they relate to the Authorized Improvements or Segments thereof related to the contract with the Third-Party Contractor, in a form satisfactory to the City Construction Representative, which authorizes the City to utilize the services of such Third-Party Contractor to complete the construction of such Authorized Improvements or Segments, thereof, if the Owner fails to do so as provided in this Agreement.

Section 3.04. Maintenance of Project, Warranties

Unless otherwise provided for, the Owner (or the Owner's Association, as applicable) shall maintain each Authorized Improvement (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the City. The City's acceptance of Authorized Improvements shall be in accordance with the City's standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the City of an Authorized Improvement (or Segment thereof), the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations, or other evidence of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof).

Section 3.05. Sales and Use Tax Exemptions

(a) The parties agree that, under current law, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the Texas Tax Code from sales and use taxes levied by the State of Texas, or by any county, city, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309. Both Parties understand that the law may be changed by the Texas Legislature.

(b) The City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

Section 3.06. Exemption from Public Bidding

It is agreed that the construction of Authorized Improvements will be exempt from any public bidding or other purchasing and procurement policies pursuant to the current Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if “paving drainage, street widening, and other Authorized Improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements.” Both Parties understand that the law may be changed by the Texas Legislature.

ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements

(a) The City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement and the Development Agreement, pay or reimburse, as applicable, the Owner for the Actual Costs of the Authorized Improvements from Assessment Revenues or PID Bond proceeds as provided further herein.

(b) Any payment obligation of the City hereunder shall be payable solely from Assessment Revenues or, if PID Bonds are issued, the proceeds of such PID Bonds. Unless approved by the City, no other funds, revenues, taxes, or income of any kind other than Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City’s obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Assessments Revenues or, if PID Bonds are issued, the proceeds of such bonds.

(c) The Parties anticipate that the Actual Costs to construct the Authorized Improvements will be greater than the Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of the PID Bonds or Assessment Revenues.

(d) Upon completion of an Authorized Improvement (or Segment thereof), the Owner shall convey, and the City shall acquire, as more particularly described in Section 3.01, the given Authorized Improvement for the Actual Costs, after such Authorized Improvement (or Segment thereof) is completed and has been accepted by the City.

(e) Upon acceptance of an Authorized Improvement, and subject to any applicable

maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvements.

Section 4.02. Payments for Authorized Improvements Prior the Issuance of PID Bonds

(a) Upon the approval of an Assessment Ordinance and prior to the issuance of a series of PID Bonds, the City shall bill, collect, and immediately deposit the Assessment Revenues collected from the Assessed Property into the applicable Operating Account (excluding Annual Collection Costs and Delinquent Collection Costs). Funds in the Operating Account shall only be used to pay Actual Costs of the Authorized Improvements in accordance with this Agreement. Once a series of PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

(b) The general process to receive funds from the applicable Operating Account described in Section 4.02(a) herein to pay the Actual Costs of the Authorized Improvements is as follows:

(1) the Owner shall deliver to the City Construction Representative and the City Engineer the following:

(A) a Certification for Payment substantially in the form attached hereto as Exhibit "D" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs;

(B) evidence of the acceptance by the City of those Authorized Improvements to be funded by the PID Bond in question and the conveyance to the City of those Authorized Improvements to be funded by the PID Bonds as described in Section 2.03 above (for Completed Authorized Improvements only);

(C) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid;

(D) two-year maintenance bond; and

(E) an assignment of the warranties and guaranties in form reasonably acceptable to the City.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by the Assessment Revenues on deposit in the applicable Operating Account were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and to verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review in an expeditious manner after the Certification for Payment is submitted to the City Construction Representative and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Authorized Improvements to be funded by the Assessment Revenues on deposit in the applicable Operating Account have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval of the Actual Costs of those Authorized

Improvements, the City shall within sixty (60) calendar days thereafter accept those Authorized Improvements not previously accepted by the City and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Manager. The City Manager shall then have up to 30 (30) business days to reimburse the Owner. Notwithstanding anything to the contrary stated herein, Owner shall not be required to complete construction of a particular Authorized Improvement in order to be reimbursed via a “progress payment” pursuant to this Section 4.02.

(c) The Owner shall be entitled to receive any unpaid amounts under a Certification for Payment approved under subsection (b) above (the “**Reimbursement Obligation Balance**”), plus simple interest on the Reimbursement Obligation Balance at the rate provided for in the applicable Acquisition and Reimbursement Agreement; provided, however, that the interest rate under this subsection (c) shall not exceed the maximum amount permissible under the PID Act. If any Actual Costs of the Authorized Improvements remain unreimbursed after the issuance of the PID Bonds, it is intended that Owner may request such Actual Costs to be reimbursed by a subsequent issuance of Parity Bonds.

Section 4.03. Payments for Authorized Improvements Upon the Issuance of PID Bonds

(a) Upon receipt of a Bond Issuance Request, the City will consider the issuance of the PID Bonds, subject to meeting the requirements and conditions stated in the Development Agreement, Section 5.01 hereof, and State law, to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete as of the date of the Bond Issuance Request. The City will use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue PID Bonds within four (4) to six (6) months after receiving a Bond Issuance Request from Owner.

(b) Once PID Bonds are issued pursuant to Article V hereof, the City shall bill, collect, and deposit into the applicable Pledged Revenue Fund all Assessment Revenues constituting “pledged revenues” as defined in the applicable Indenture. The City shall also deposit the proceeds of the PID Bonds and any other funds authorized by the applicable Indenture into the Project Fund. Funds in the Project Fund shall only be used to pay Actual Costs of the Authorized Improvements in accordance with the applicable Indenture. When PID Bonds are issued, the proceeds of the PID Bonds shall be used to pay or reimburse the Owner for Actual Costs incurred in constructing the Authorized Improvements that are or will be dedicated and transferred to and accepted by the City. The Owner is responsible for Actual Costs of Authorized Improvements not paid from proceeds of the PID Bonds from the Pledged Revenue Fund, and any cost overruns (after applying cost savings). The lack of proceeds of the PID Bonds or the availability of other funds in the Pledged Revenue Fund or the Project Fund shall not diminish the obligation of the Owner to pay the Actual Costs of the Authorized Improvements.

(c) At least thirty (30) calendar days prior to the date of closing of a series of PID Bonds, Owner may submit a Closing Disbursement Request (including any supporting documentation requested by the City) substantially in the form attached hereto in Exhibit “E” executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City shall conduct a review to verify

the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of a series of PID Bonds, Owner shall be reimbursed an amount equal to the applicable Owner Expended Funds as stated in the applicable Closing Disbursement Request.

Section 4.04. Parity Bonds

(a) Any Actual Costs for Authorized Improvements for a given Improvement Area not paid or reimbursed from the proceeds of the initial series of PID Bonds for that Improvement Area or the proceeds from an Acquisition and Reimbursement Agreement may be paid or reimbursed from the proceeds of Parity Bonds for that Improvement Area. It is contemplated that Parity Bonds may be issued after issuance of the initial series of PID Bonds for an Improvement Area.

(b) The purpose of a Parity Bond issuance for an Improvement Area would be to fund (i) Authorized Improvements benefitting such Improvement Area that were not completed at the time the initial PID Bonds secured by that Improvement Area were issued; or (ii) the Actual Costs of Authorized Improvements that were completed at the time the initial PID Bonds secured by Assessments levied on such Improvement Area but that were not fully reimbursed by said initial PID Bonds or any applicable Acquisition and Reimbursement Agreement.

(c) There may be more than one series of Parity Bonds secured by Assessments levied on a specific Improvement Area. If the Parity Bonds secured by Assessments levied on a specific Improvement Area are sufficient to fully reimburse Owner for the unreimbursed Actual Costs for that Improvement Area, then Owner's right to receive any portion of the Assessments for such purposes shall automatically terminate. However, if the net proceeds of Parity Bonds are not sufficient to reimburse Owner for the unreimbursed Actual Costs eligible to be paid from Assessments for a given Improvement Area, or if the amount to be funded by such Parity Bonds is insufficient to justify issuance in the City's reasonable discretion, then Owner shall continue to receive the Assessments for that Improvement Area to the extent, and only to the extent, those funds remain available therefor after debt service is paid on the applicable PID Bonds until the date the Owner is fully repaid for the unreimbursed Actual Costs eligible to be paid from Assessments.

Section 4.05. Payment Pursuant to Acquisition and Reimbursement Agreement

(a) The City and Owner shall enter into one or more Acquisition and Reimbursement Agreement(s), which will provide that any Assessment Revenues attributable to an Improvement Area remaining after payment of debt service on the PID Bonds will be used to reimburse the Owner for any Actual Costs attributable to the Authorized Improvements not paid pursuant to Section 4.02, Section 4.03 or Section 4.04 of this Agreement.

(b) Pursuant to the terms of the applicable Acquisition and Reimbursement Agreement, Owner shall convey, and the City shall acquire, the given Authorized Improvement or Segment thereof for the Actual Cost, after such Authorized Improvement or Segment thereof is completed and has been approved for acceptance by the City.

ARTICLE V. PID BONDS

Section 5.01. Issuance of PID Bonds

(a) Subject to the terms and conditions set forth in this Section V, the City intends to pay for the Authorized Improvements by issuing PID Bonds in one or more series. The City agrees to use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue, within four to six months after receiving from the Owner a Bond Issuance Request, the applicable PID Bonds, provided that Owner can reasonably demonstrate to the City and its financial advisors (i) that there is sufficient security for such PID Bonds, based upon the bond market conditions existing at the time of such proposed sale, (ii) that the Owner is current on all taxes, assessments, fees and obligations to the City, and (iii) by delivery to the City a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest of not more than 12 months after the completion of construction of the applicable Authorized Improvements funded by the PID Bond issue in question and in no event for a period greater than 12 months from the date of the initial delivery of the applicable PID Bonds and (iii) Bond Issuance Costs. Provided, however, that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(c) The final maturity for each series of PID Bonds, including Refunding Bonds, shall occur no later than 30 years from the issuance of said PID Bonds, and in no event shall the final maturity of a series of PID Bonds exceed the final year an Assessment is levied.

(d) Assessments on any portion of the Property shall bear a direct proportionate relationship to the special benefit of the Authorized Improvements to that portion of the Property.

(e) The minimum appraised value to lien ratio at the issuance date of each series of PID Bonds shall be 3 to 1 as evidenced by an Appraisal.

(f) In addition to any other requirements of this Agreement, including but not limited to City Council approval, PID Bonds are not required to be issued under this Article V unless (i) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (ii) the City receives at the time of issuance of such PID Bonds an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid obligations under State law and that all preconditions to their issuance under State law have been satisfied; and (iii) the Attorney General has issued an opinion approving issuance of the bonds as required by the PID Act.

(g) If in connection with an issuance of PID Bonds, including Refunding Bonds, the City is required to deliver a certificate as to tax exemption (a "**Tax Certificate**") to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

(h) If the Owner is requesting Parity Bonds, the Owner must demonstrate that any applicable additional bonds test can be satisfied.

(i) The Authorized Improvements to be financed by the PID Bonds have been constructed according to the City's required standards for similar developments including without limitation any Regulatory Requirements.

(j) Delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.

(k) The foregoing requirements apply to each series of PID Bonds issued other than Refunding Bonds and except as noted.

Section 5.02. Project Fund

The City hereby covenants and agrees that when PID Bonds are issued, an Indenture will establish a Project Fund as a separate fund to be held by the Trustee under an Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund.

Section 5.03. Denomination, Maturity, Interest, and Security for Bonds

(a) Each series of PID Bonds is subject to authorization by the City Council. If authorized, the PID Bonds shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the PID Bond Security, all to be as described and provided in a PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of each PID Bond Ordinance and Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal,

application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner.

Section 5.04. Sale of PID Bonds

The PID Bonds, when issued by the City, shall be marketed, and sold through a negotiated, competitive, or privately placed sale to an approved third party or parties with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing documents, such as a preliminary and final securities offering document or in such other marketing and/or sales method mutually agreed upon by the City and the Owner.

Section 5.05. Phased Issuance of Debt

It is contemplated that the City will issue a minimum of four series of PID Bonds, to pay or reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. Following the issuance of an initial series of PID Bonds, Parity Bonds may be issued over the upcoming years as the value of the Property increases or additional Authorized Improvements are completed.

Section 5.06 Special Obligations

THE PID BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN AN INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN AN INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY OR ANY OF ITS ELECTED OR APPOINTED OFFICIALS OR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT.

ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Section 6.01. Representations and Warranties of City

The City makes the following covenant, representation, and warranty for the benefit of the Owner:

The City is a political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power, and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

Section 6.02. Covenants, Representation, and Warranties of Owner

The Owner makes the following representations, warranties, and covenants for the benefit of the City:

(a) Owner represents and warrants that it is a duly organized and validly existing Texas limited partnership, that it is in compliance with the laws of the State of Texas, and that it has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner represents and warrants that it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project.

(e) For a period of two (2) years after the final Acceptance Date of each applicable Authorized Improvement, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Owner Continuing Disclosure Agreement executed by the Owner in connection with the PID Bonds.

(h) The Owner covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct, and complete as of that date, and (ii) the Owner will make reasonable inquiries to ensure such truth, correctness and completeness. The Owner covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that

would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

(i) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to cause such Segment to be completed in accordance with this Agreement.

Section 6.03. Qualified Tax-Exempt Status.

(a) Generally. In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs (“**Additional Costs**”) the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the “**City Obligations**”), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations (“**QTEO**”), as defined in section 265(b)(3) of the Internal Revenue Code (“**IRC**”) as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law; provided, however that if the City fails to use diligent, good faith efforts to issue PID Bonds as required by Article V and that failure causes PID Bonds to be issued in a different calendar year or not be issued at all, the City shall refund to Owner all Additional Costs paid by Owner as a result of such failure. Additionally, the City will provide the Owner on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process however such projection is not a binding amount under this agreement but merely an expression of the City's then expected amount of Obligations to be issued during the next calendar year. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner).

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately forty five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the “**Estimated Costs**”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the City. The Owner shall pay such Estimated Costs on or before the earlier of: (i) twenty (20) business days after the date of said invoice, or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(d) Upon the City's issuance of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within ten (10) business days of the date of the City's notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full. If the City does not issue the City Obligations by the end of the calendar year in which PID Bonds are issued, the City will refund to the Owner the Additional Costs paid by the Owner in such calendar year within ten (10) business days after the end of such calendar year.

(e) Issuance of City Obligations prior to PID Bonds.

In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the County. The Owner shall pay such Estimated Costs to the City at least fifteen (15) days prior to the pricing the City Obligations. If the Owner has not paid the Estimated Costs to the City by the required time, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

Upon the City's approval of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing non QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full.

(f) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional

Costs paid subsequently by a developer or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(f) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and the Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Owner. The portion owed by the Owner shall be determined by dividing the total proceeds from any debt issued on behalf of the Owner in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Owner) in such calendar year.

Section 6.04 Indemnification and Hold Harmless by Owner

THE OWNER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS (IN THIS SECTION, THE "CITY") AGAINST AND FROM, AND WILL PAY TO THE CITY, THE AMOUNT OF, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, "DAMAGES"), ARISING DIRECTLY OR INDIRECTLY, FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (ii) THE NEGLIGENT DESIGN, ENGINEERING, OR CONSTRUCTION BY THE OWNER OF ANY AUTHORIZED IMPROVEMENT ACQUIRED BY THE CITY; OR (iii) THE OWNER'S NONPAYMENT UNDER CONTRACTS WITH THE OWNER FOR ANY AUTHORIZED IMPROVEMENT UNDER THIS AGREEMENT. THE OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW.

ARTICLE VII. DEFAULT AND REMEDIES

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has

P.O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

With a copy to: Bojorquez Law Firm, PC
Attn: Alan BJORQUEZ
11675 Jollyville Rd, Ste 300
Austin, Texas 78759

If to Owner: Continental Homes of Texas, L.P.,
Attn: Adib Khoury
10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 W. 6th, Suite 1300
Austin, Texas 78701

Section 8.02. Fee Arrangement /Administration of District

(a) The Owner agrees that it will pay all of the City's reasonable costs and expenses (including the City's third-party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) ("**City PID Costs**"). Prior to closing of the applicable PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the City or on behalf of the City from proceeds of the applicable PID Bonds. In addition to any City PID Costs pursuant to the preceding sentences, all fees of legal counsel related to the issuance of the applicable PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the applicable PID Bonds incurred by the Owner or otherwise, will be paid at closing from proceeds of the applicable PID Bonds.

Notwithstanding the foregoing, Owner and the City have entered into that certain Professional Service Agreement dated March 9, 2021 (as may be amended, the "**Professional Service Agreement**") where Owner agreed to pay the City PID Costs. All City PID Costs paid by the Owner pursuant to the Professional Service Agreement prior to the closing of the applicable PID Bonds shall be included in invoices paid at closing from proceeds of the PID Bonds.

(b) The Owner shall be solely responsible for the costs associated with the issuance of any Parity Bonds. The terms of subparagraph (a) above shall apply to the Owner in the event that any Parity Bonds are issued.

(c) The City has entered into a separate agreement with the Administrator to administer the District after closing. The Annual Collection Costs shall be collected as part of and in the same

manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 8.03. Assignment

(a) Notwithstanding subsection 2.05 herein, Owner may assign in whole or part its rights and obligations under this Agreement to persons purchasing all or a part of the Property but not to an individual purchaser of a Lot within a recorded final plat. This Agreement may be assigned by Owner without the consent of the City to any third-party entity that is not in default in the payment of taxes, assessments, fees, or any agreements with the City and that entity has the financial capacity to perform this Agreement and Owner will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the Designated Successor or Assign and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

Section 8.04. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) Words importing a gender include either gender.

(b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.

(g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval," "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 8.05. Table of Contents; Titles and Headings

The titles of the articles and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.06. Amendments

This Agreement may be amended, modified, revised, or changed by written instrument executed by the Parties and approved by the City Council.

Section 8.07. Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls

on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 8.08. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 8.09. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.10. Severability; Waiver

If any provision of this Agreement is 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, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.11. Owner as Independent Contractor

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 8.12. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are/or will be included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and/or Indenture. The Owner will provide any continuing disclosures required under an Indenture and will execute a separate agreement outlining Owner's continuing disclosure obligations, if required.

Section 8.13. City's Acceptance of Authorized Improvements

The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements.

Section 8.14. Boycotts and Foreign Business Engagements

(a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this

Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Section 8.15. HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

[Note: Add language to address SB13 and SB19 if Agreement is signed after September 1st.]

Section 8.16. No Personal liability of Public Officials or the City.

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.

Section 8.17. Exhibits

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

- Exhibit A - Definitions
- Exhibit B - Property Description
- Exhibit B-1 - Major Improvement Area Description
- Exhibit B-2 - Improvement Area #1 Description
- Exhibit B-3 - 10-acre Tract
- Exhibit C - Authorized Improvements
- Exhibit D - Forms of Certification for Payment
- Exhibit E - Closing Disbursement Request
- Exhibit F - Estimated Boundaries of Improvement Areas
- Exhibit G - Home Buyer Disclosure Program
- Exhibit G-1 - Notice of Obligation to Pay

[Signature Pages Follow]

CITY:

CITY OF BASTROP, TEXAS

By: _____
Name: _____
Title: _____

OWNER:

Continental Homes of Texas, L.P.

(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: _____

Name: _____

Title: _____

EXHIBIT “A”
DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“**10-acre Tract**” shall have the meaning given in the Recitals of this Agreement.

“**Acceptance Date**” means, with respect to an Authorized Improvement or Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

“**Acquisition and Reimbursement Agreement**” means those agreements to be entered into by the Developer and City in accordance with the terms of Sections 4.02 hereof.

“**Actual Cost(s)**” means, with respect to the Authorized Improvements, the Owner’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvements as set forth in the Service and Assessment Plan (subject to cost overruns). Actual Costs may include (a) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements, (b) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (c) Construction Management Fee, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and all payments for Annual Collection Costs after the date of a resolution authorizing such reimbursement, plus Interest, if any, at the lower of (x) the maximum interest rate permitted by the PID Act or (y) the interest rate of the Bonds calculated from the respective dates of the expenditures until the date of reimbursement therefore.

“**Administrator**” shall mean P3Works, LLC, or any subsequent person or entity designated by the City.

“**Affiliate**” means an entity which is controlled by, controls, or is under common control with Owner.

“**Agreement**” has the meaning given in the recitals to this Agreement.

“**Annual Collection Costs**” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal

counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Assessments, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Authorized Improvements, in accordance with the terms of this Agreement.

"Annual Installment" shall have the meaning given in the Service and Assessment Plan.

"Appraisal" means each independent third party appraisal of the Property (or applicable component thereof, as required by Section 2.01(h) hereof.

"Assessed Property" shall have the meaning given in the Service and Assessment Plan.

"Assessment(s)" means the assessments levied against properties in the District, as provided for in an Assessment Ordinance, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

"Assessment Levy Request" means a written request made by Owner to the City to levy Assessments for an applicable Improvement Area.

"Assessment Ordinance" means each ordinance, resolution or order adopted by the City Council levying the Assessments on the Property, as required by Article II of this Agreement.

"Assessment Revenues" means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an assessed parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in an Indenture), and (iv) Foreclosure Proceeds (as defined in an Indenture).

"Attorney General" means the Texas Attorney General's Office.

"Authorized Improvements" means the improvements authorized by Section 372.003 of the PID Act, as further described in the Service and Assessment Plan. The Authorized Improvements contemplated for this Project are listed on Exhibit "C" attached hereto.

"Bond Counsel" means the bond counsel selected and retained by the City, or their successor.

"Bond Issuance Costs" means costs relating to the authorization, sale and issuance of the PID Bonds including, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, including its first annual administration fee, expenses incurred by the City or Owners in connection with the issuance of the PID Bonds (provided such expenses are defined as "issuance costs" under the Tax Code), the SAP Consultant's fees, bond (underwriter's) discount or underwriting fee, legal fees and charges,

including Bond Counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

“Bond Issuance Request” means written request made by Owner to the City in good faith as evidenced by Owner’s expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

“Bond Proceeds” shall have the meaning given to them in Section 5.01(i) hereof.

“Certification for Payment” means the certificate (whether one or more) in substantially the same form as Exhibit “D” attached hereto.

“City” means the City of Bastrop, Texas.

“City Construction Representative” means the City Engineer, or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

“City Council” means the City Council of the City of Bastrop, Texas.

“City Manager” means the City Manager of the City of Bastrop, Texas.

“City PID Costs” shall have the meaning given in Section 8.02(a) of this Agreement.

“Closing Disbursement Request” means the request (whether one or more) in substantially the same form as Exhibit “E” attached hereto.

“Completed Authorized Improvements” means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

“Completion Agreement” shall have the meaning given in Section 3.07 of this Agreement.

“Construction Manager” means initially the Owner, and thereafter subject to change in accordance with Article III of this Agreement. The City acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner’s hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Article III of this Agreement.

“Construction Management Fee” means 4% of the costs incurred by or on behalf of Owner for the construction of each Segment. The Construction Management Fee is part of the Actual Costs.

“County” means Bastrop County, Texas.

“Debt” means any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City related exclusively to the District.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the Actual Costs related to pursuing collection of such delinquent Assessment, or an Annual Installment thereof, and the Actual Costs related to foreclosing the lien against the Assessed Property, including attorney’s fees to the extent permitted under State law.

“Designated Successors and Assigns” shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

“Development Agreement” has the meaning given in the recitals of this Agreement.

“District” has the meaning given in the recitals to this Agreement.

“End User” means any tenant, user, or owner of a fully developed and improved lot.

“Effective Date” has the meaning given in the recitals to this Agreement.

“Force Majeure” shall mean delays due to strikes, acts of God, inability to obtain labor or materials, litigation, enemy action, civil commotion, fire, rain or windstorm, governmental action or inaction, or similar causes, provided such similar causes are beyond the reasonable control of the party whose obligations are affected by such acts.

“Home Buyer Disclosure Program” means the disclosure program, administered by the Administrator as set forth in a document in substantially the same form as Exhibit “G” attached hereto, that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

“IA #1 PID Bonds” has the meaning given in Section 2.01(b) of this Agreement.

“Improvement Area” has the meaning given in Section 2.01(b) of this Agreement.

“Improvement Area #1” has the meaning given in Section 2.01(b) of this Agreement.

“Improvement Area #1 Improvements” shall be those Authorized Improvements set forth on Exhibit “C” attached hereto.

“Indenture” means the applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

“Interest” shall mean the interest rate charged for the PID Bonds or such other interest rate as may be required by applicable law.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Major Improvements” shall mean those Authorized Improvements set forth on Exhibit “C” attached hereto.

“Major Improvement Area” has the meaning given in Section 2.01(b) of this Agreement.

“Major Improvement Area PID Bonds” has the meaning given in Section 2.01(b) of this Agreement.

“Maximum Assessment” shall have the meaning given in the Service and Assessment Plan.

“Operating Account” shall have the meaning given in Section 2.02 of this Agreement.

“Owner” has the meaning given in the recitals to this Agreement.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner Continuing Disclosure Agreement” shall have the meaning given in an Indenture or any purchase agreement relating to the sale of the PID Bonds.

“Owner Expended Funds” means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

“Party” means the Owner or the City, as parties to this Agreement, and “Parties” means collectively, the Owner and the City.

“Parity Bonds” means any PID Bonds issued subsequent to the Improvement Area #1 PID Bonds, Major Improvement Area PID Bonds or PID Bonds issued for subsequent Improvement Area(s) and secured on a parity basis therewith.

“PID Act” means Chapter 372, Local Government Code.

“PID Bonds” means the special assessment revenue bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the land within the District, which may include funds for any required reserves and amounts necessary to pay the Bond Issuance Costs, and to be secured by the revenues and funds pledged under an Indenture, consisting primarily of the Assessments, pursuant to the authority granted in the PID Act, and as described by this Agreement for the purposes of (i) financing the costs of Authorized Improvements and related costs and (ii) reimbursing the Owner for Actual Costs paid prior to the issuance of the PID Bonds. This term is used to collectively refer to the Major Improvement Area PID Bonds, the Improvement Area #1 PID Bonds and any Parity Bonds throughout this

Agreement.

“PID Bond Ordinance” means and refers to the ordinances of the City that will authorize and approve the issuance and sale of a series of PID Bonds and provide for their security and payment, either under the terms of the bond ordinance or an Indenture.

“PID Bond Security” means the funds that are to be pledged in or pursuant to a PID Bond Ordinance or an Indenture to the payment of the debt service requirements on a series of PID Bonds, consisting of the Assessments, including earnings and income derived from the investment or deposit of Assessments in the special funds or accounts created and established for the payment and security of a series of PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

“Pledged Revenue Fund” means the separate and unique fund established by the City under such name pursuant to an Indenture wherein the Assessment Revenues are deposited.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment that represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“Professional Service Agreement” shall have the meaning given in Section 8.02(a) of this Agreement.

“Project” has the meaning given in the recitals to this Agreement.

“Project Engineer” means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently BGE, Inc. Owner reserves the right to replace the Project Engineer at any time in Owner’s sole discretion.

“Project Fund” means the separate and unique fund established by the City under such name pursuant to an Indenture as described in Section 5.02 hereof.

“Property” has the meaning given in the recitals to this Agreement.

“Regulatory Requirements” means the requirements and provisions of the City over the Authorized Improvements, as adjusted by the Development Agreement.

“Reimbursement Obligation Balance” has the meaning given in Section 4.02(c) of this Agreement.

“SAP Consultant” means Development Planning & Financing Group, Inc.

“Segment” or “Segments” means the discrete portions of the Authorized Improvements identified as such.

“Service and Assessment Plan” means the Viridian Public Improvement District Service and Assessment Plan (as such plan is based on the Preliminary Service and Assessment Plan and

is amended, supplemented, and updated from time to time), to be initially adopted by the City Council in the initial Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

“**State**” means the State of Texas.

“**Tax Certificate**” shall have the meaning given in Section 5.01(g) hereof.

“**Tax Code**” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“**Transfer**” shall have the meaning given in Section 2.05 hereof.

“**Transferee**” shall have the meaning given in Section 2.05 hereof.

“**Trustee**” means the trustee under an Indenture, and any successor thereto permitted under such Indenture and any other Trustee under a future Indenture.

“**Underwriter**” means the underwriter selected and retained by the City, or its successor.

Exhibit “B”

PROPERTY DESCRIPTION

[to be attached]

Exhibit "B-1"

MAJOR IMPROVEMENT AREA DESCRIPTION

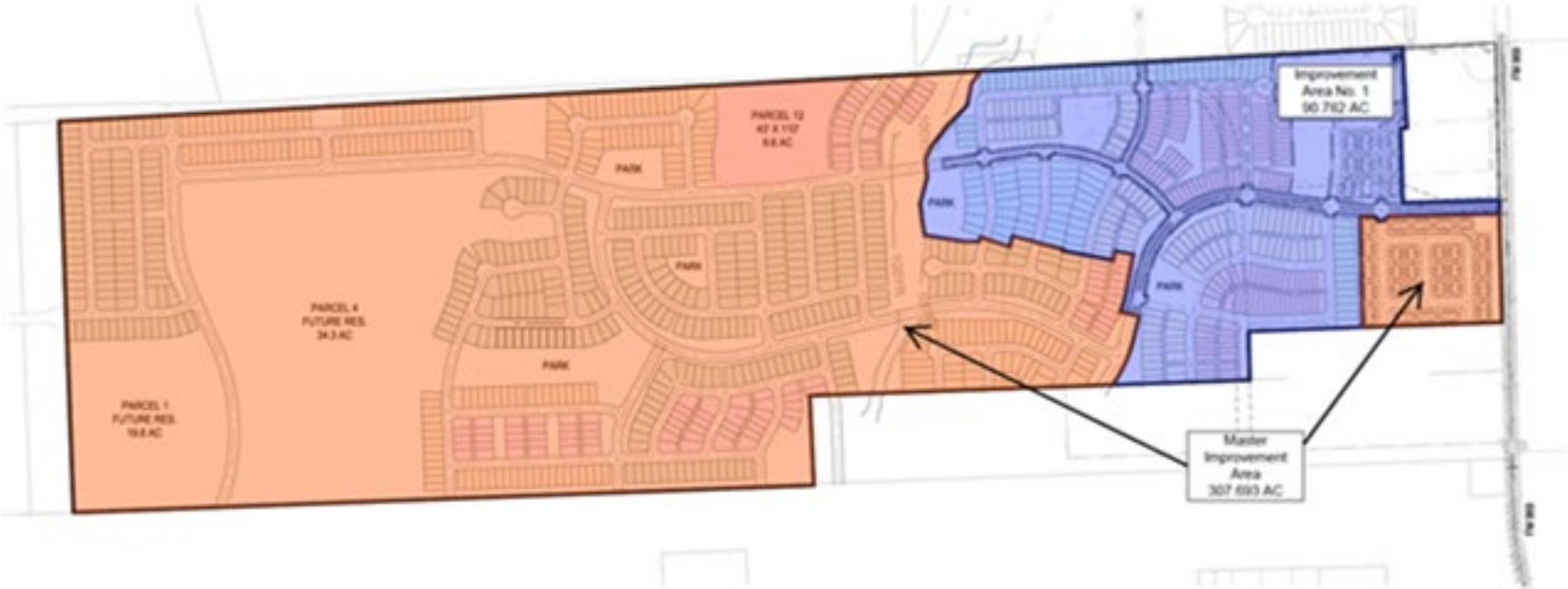


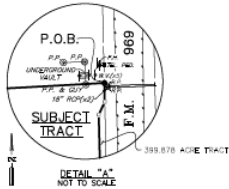
Exhibit "B-2"

IMPROVEMENT AREA #1 DESCRIPTION



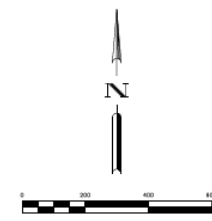
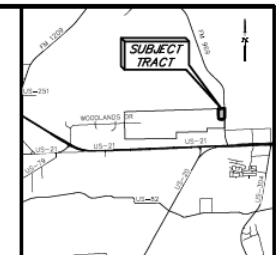
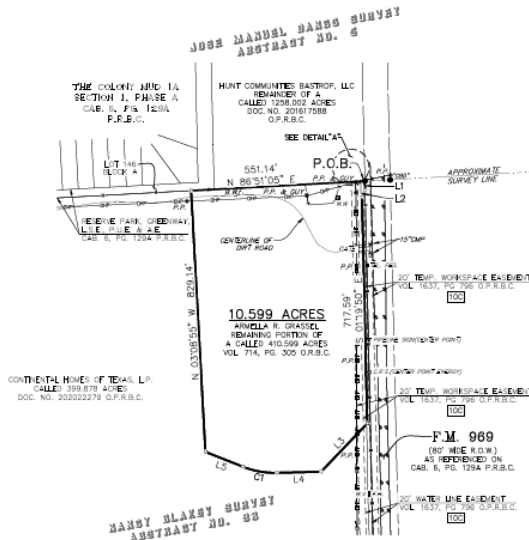
Exhibit “B-3”

10-acre Tract



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°18'49" E	30.02'
L2	S 24°51'52" W	22.85'
L3	S 43°41'39" W	212.04'
L4	S 88°43'07" W	140.03'
L5	N 68°24'20" W	127.74'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.69'	23°59'20"	N 79°52'37" W	106.07'



- LEGEND**
- A.E. AERIAL EASEMENT
 - CAB. CABINET
 - C.R.S. CARBONIC READING STATION
 - F.R. FRIE HUBBARD
 - L.E. LANSKATE EASEMENT
 - NO. NO.
 - O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
 - O.R.B.C. OFFICIAL RECORDS OF BASTROP COUNTY
 - P.P. POWER POLE
 - P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
 - P.F. PAVE
 - P.O.B. POINT OF BEGINNING
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R.O.P. REINFORCED CONCRETE PIPE
 - R.O.W. RIGHT-OF-WAY
 - R.P. REFLECTION POST
 - V.O.L. VOLUME
 - W.V. WATER VALVE
 - FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
 - FOUND 1/2" IRON ROD W/ "C" CAP
 - SET 1/2" IRON ROD W/ "D" INC. CAP
 - EDGE OF ASPHALT
 - OVERHEAD TELEPHONE
 - OVERHEAD ELECTRIC
 - BARRIED WIRE FENCE

- GENERAL NOTES**
- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
 - MONUMENTATION AS SHOWN.
 - THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY (ORDER OF NO. 41274, DATED EFFECTIVE FEBRUARY 23, 2021 AND ISSUED ON MARCH 4, 2021).
 - THE PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DETERMINED ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 4802700350E, REVISED JANUARY 19, 2020. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DETECTED AS A RESULT OF AN ON THE GROUND SURVEY.
 - FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
 - CENTRELINE OF DIRT ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAMMETRY.
 - A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

- SCHEDULE B NOTES:**
- A WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, DOCUMENT NO. 200600007876, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. EXISTING WATER LINE IS LOCATED ALONG THE EAST PROPERTY LINE, AS SHOWN ON THE GROUND BY WATER UTILITY AND SHOWN HEREON.
 - AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO BLUEPRINT ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, DOCUMENT NO. 200600007876, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

TO: 98 BASTROP LLC, CLASSIC BANK NA, AND STEWART TITLE GUARANTY COMPANY.

THIS SURVEY SUBSTANTIALLY COMPLES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 26, 2020.

DATE OF PLAT OR MAP: MARCH 23, 2021

Don P. Albertson

DON P. ALBERTSON, SPS No. 4983
SPE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 381-3622
TSPS LICENSED SURVEYING FIRM NO. 10194490

BCE BOE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-3620 • www.bceinc.com
TSPS Licensed Surveying Firm No. 10194490

CATEGORY 1A, CONDITION II SURVEY OF A 10.599 ACRE TRACT OF LAND SITUATED IN THE NANCY BLAKEY SURVEY ABSTRACT NO. 98 BASTROP COUNTY, TEXAS

PARTY ORDER	M.C.	ISSUE DATE	03/23/2021
TECHNICIAN	O.B.	SCALE	1"=200'
R.P.S.'S	D.P.A.	JOB NUMBER	2063-20
FIELD BOOK NAME	703-23-26 & 78-84		
BASIC FILE	7110194490101 (BCE) 10194490101 (TSPS) 10194490101 (TSPS)		

SHEET 1 OF 1

DESCRIPTION OF A 10.599 ACRE TRACT OF LAND

FIELD NOTES FOR A 10.599 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING THE REMAINING PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase "A", as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of the remaining portion of said 410.599 acre tract and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01°19'49" E, coincident with the common line of said right-of-way and the remaining portion of the 410.599 acre tract, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a called 399.878 acre tract of land as conveyed unto Continental Homes of Texas, L.P. in Document Number 202022279 of the Official Public Records of Bastrop County, Texas, and the remaining portion of the 410.599 acre tract, for an angle point of the herein described tract;

THENCE, departing said right-of-way line, coincident with the common line of the remainder of the 410.599 acre tract and said 399.878 acre tract the following seven (7) courses:

- 1) S 24°51'52" W, a distance of 22.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 01°19'50" E, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 43°41'39" W, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeasterly corner of the herein described tract;
- 4) S 88°43'07" W, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 5) Curving to the right, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of N 79°50'37" W, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;

- 6) N 68°24'20" W, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwesterly corner of the herein described tract;

- 7) N 03°08'55" W, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of the aforementioned The Colony MUD 1A Section 1, Phase "A", at the common corner of the remainder of the 410.599 acre tract and the 399.878 acre tract, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 410.599 acre tract, said The Colony MUD 1A Section 1, Phase "A", and the aforementioned remaining portion of the 1,258.002 acre tract, a distance of 551.14 feet to the **POINT OF BEGINNING** and containing 10.559 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

An exhibit plat of even date was prepared in conjunction with this metes and bounds.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPELS Licensed Surveying Firm No. 10194490



3/26/2021

Date

Date: March 26, 2021
Job No: 8563-00

Exhibit “C”

PROPOSED AUTHORIZED IMPROVEMENTS

Authorized Improvements (Major Improvement Area)

STREET IMPROVEMENTS

The Owner will construct and dedicate to the City of Bastrop a total of approximately 56,100 linear feet (approximately 10.6 miles). The streets are compliant with the City of Bastrop design criteria. Signage and striping will also be constructed as required.

Each street in the project will have a sidewalk on each side.

TRAFFIC IMPROVEMENTS

As a result of the traffic impacts generated by the development, FM 969 along the project’s eastern boundary is expected to require additional improvements. Studies indicate a traffic signal and turn lane improvements will be required to upgrade the FM 969 intersection with the development’s entry. These improvements to FM 969 will provide added safety benefits to the Project.

DRAINAGE IMPROVEMENTS

The Project will have a storm sewer system to collect excess rainfall runoff. Curb inlets in the streets and area inlets behind the sidewalks will be used to intercept the rainfall runoff and deliver it to a storm sewer trunk line that will transport the runoff to storm water facilities. Approximately 36,000 linear feet of storm sewer trunk line is expected to be used. An approximate 150 curb inlets and approximately 150 manholes/junction boxes are expected for the Project.

POND IMPROVEMENTS

The storm sewer system described above will convey rainfall runoff to storm water facilities or ponds. These facilities are intended to detain runoff and release at pre-development rates, into offsite channels or natural streams. Construction of the ponds is necessary in order to provide safe conditions to downstream properties.

WATER AND WASTEWATER IMPROVEMENTS

The Project will provide potable water service and wastewater service for up to 862 Living Unit Equivalents throughout the development. The project will connect to existing City of Bastrop infrastructure at FM 969. Approximately 59,000 linear feet of water main is expected within the project to provide potable water service and fire protection. Water service will be provided by the City of Bastrop.

Wastewater Improvements will connect to existing City of Bastrop infrastructure at US 71. Approximately 33,000 linear feet of gravity wastewater line is expected within the development to provide wastewater service. Wastewater service will be provided by the City of Bastrop.

OFFSITE IMPROVEMENTS

The wastewater system described above will collect at a common lift station located on the Property. The lift station will be constructed to service all the area lots within the Master Improvement Area as well as the Improvement Area # 1. There will be approximately 12,900 linear feet of off-site force main that will connect to the existing City's gravity system along US 71. The City has agreed to a point of connection that the development will pump wastewater to with treatment of the wastewater occurring at the City's treatment plant, offsite.

Authorized Improvements (Improvement Area #1)

STREET IMPROVEMENTS

The Owner will construct and dedicate to the City of Bastrop a total of approximately 17,000 linear feet (approximately 3.2 miles). The streets are compliant with the City of Bastrop design criteria. Signage and striping will also be constructed as required. Each street in the project will have a sidewalk on each side.

DRAINAGE IMPROVEMENTS

The Project will have a storm sewer system to collect excess rainfall runoff. Curb inlets in the streets and area inlets behind the sidewalks will be used to intercept the rainfall runoff and deliver it to a storm sewer trunk line that will transport the runoff to storm water facilities. Approximately 11,000 linear feet of storm sewer trunk line is expected to be used. An approximate 50 curb inlets and approximately 60 manholes/junction boxes are expected for the Project.

WATER AND WASTEWATER IMPROVEMENTS

The Project will provide potable water service and wastewater service for up to 396 Living Unit Equivalents throughout the development. The Project will connect to existing City of Bastrop infrastructure at FM 969. Approximately 18,000 linear feet of water main is expected within the Project to provide potable water service and fire protection.

Wastewater Improvements will connect to existing City of Bastrop infrastructure at US 71. Approximately 10,000 linear feet of gravity wastewater line is expected within the development to provide wastewater service. Utility Service will be provided by the City of Bastrop.

Exhibit “D”
FORM OF CERTIFICATION FOR PAYMENT
[IMPROVEMENT AREA #____][MAJOR IMPROVEMENT AREA]
(Design – Viridian)

_____ (“Construction Manager”) hereby requests payment for the percentage of design costs completed (the “Design Costs”) described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Viridian Public Improvement District Financing and Reimbursement Agreement between Continental Homes of Texas, L.P., a Texas limited partnership, and the City of Bastrop (the “City”), dated as of _____ (the “Finance Agreement”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The design work described in Attachment A has been completed in the percentages stated therein.
3. The true and correct Design Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
4. Attached hereto as Attachment B is a true and correct copy of a bills-paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
5. Attached hereto as Attachment C are invoices, receipts, worksheets, and other evidence of costs which are in sufficient detail to allow the City to verify the Design Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to be
added]

APPROVAL BY THE CITY

The Design described in Attachment A has been reviewed, verified, and approved by the City Construction Representative. Payment of the Design Costs is hereby approved.

Date: _____

CITY OF BASTROP, TEXAS

By: _____

ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – receipts]

FORM OF CERTIFICATION FOR PAYMENT
[IMPROVEMENT AREA # ____][MAJOR IMPROVEMENT AREA]
(Construction – Viridian)

_____ (“Construction Manager”) hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the “Draw Actual Costs”). Capitalized undefined terms shall have the meanings ascribed thereto in the Viridian Public Improvement District Financing and Reimbursement Agreement between Continental Homes of Texas, L.P. a Texas limited partnership, and the City of Bastrop (the “City”) dated as of _____. In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

4. Attached hereto as Attachment C are invoices, receipts, worksheets, and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to
Be inserted]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

Project Engineer

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF BASTROP, TEXAS

By: _____

ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts – attached]

Exhibit "E"

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership, (the "Owner") and requests payment from the [] Costs of Issuance Account of the Project Fund (as defined in the Viridian Public Improvement District Financing Agreement between Owner and the City of Bastrop, Texas (the "City")) from _____ (the "Trustee") in the amount of _____ (\$ _____) to be transferred from the [_____ Costs of Issuance Account of the Project Fund] upon the delivery of the [_____ Bonds] for costs incurred in the establishment, administration, and operation of the Viridian Public Improvement District (the "District"), as follows.

In connection to the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Owner with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: \$ _____

4. The Owner is in compliance with the terms and provisions of the Viridian Public Improvement District Financing and Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and [the Major Acquisition and Reimbursement Agreement or IA Acquisition and Reimbursement Agreement for _____] for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the [____] Costs of Issuance Account upon delivery of the Bonds.

CITY OF BASTROP, TEXAS

By: _____
Name: _____
Title: _____

Exhibit “F”

Estimated Boundaries of Improvement Areas

Exhibit “G”

HOME BUYER DISCLOSURE PROGRAM

1. A Builder¹ for an Assessed Property shall provide each residential homebuyer with the “Notice of Obligation to Pay Public Improvement District Assessment to the City”, the form of which is attached hereto as Exhibit “G-1”.
2. A Builder for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City or the Builder which sets forth the County’s mailing address and other contact information.
3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the Administrator in the Builder’s model homes, if any, located within the Property.
4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. A Builder shall include Assessments in estimated property taxes if such Builder estimates monthly ownership Actual Costs for prospective homebuyers for an Assessed Property.
6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

¹ Builder” means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

Exhibit "G-1"

VIRIDIAN PID – LOT TYPE []: HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF BASTROP, TEXAS

CONCERNING THE PROPERTY AT:

STREET ADDRESS

OUTSTANDING PRINCIPAL OF ASSESSMENT FOR AUTHORIZED
IMPROVEMENT: \$[]

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to Travis County, Texas, for the Actual Costs of a portion of Authorized Improvements (the "Authorized Improvements"), undertaken for the benefit of the property within the "Viridian Public Improvement District" (the "District"), also known as "Viridian", created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE OUTSTANDING PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS [\$] , WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH MAY VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION ACTUAL COSTS, ADMINISTRATIVE ACTUAL COSTS, AND DELINQUENCY ACTUAL COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council of the City of Bastrop, Texas in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop, Texas.

You may ask your mortgage company to include the Annual Installments in your monthly escrow payment.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate on the date specified below my signature.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF TEXAS §

§

BASTROP COUNTY §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

BASTROP COUNTY §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – LOT TYPE []

[WILL INSERT SCHEDULE OF PROJECTED ANNUAL INSTALLMENTS ONCE
FINALIZED]

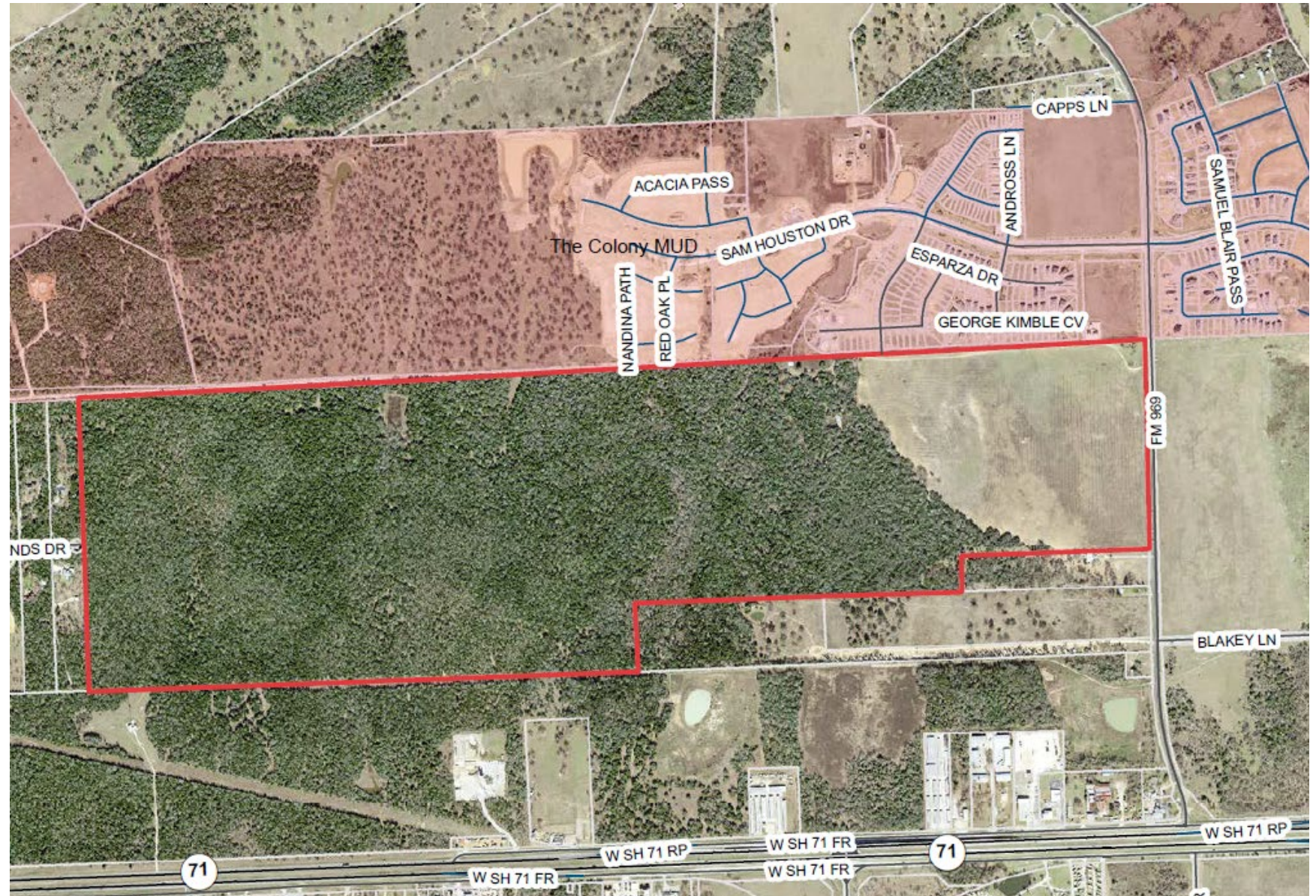
Item for Consideration

Consider action to approve Resolution R-2021-73 of the City Council of the City of Bastrop, Texas, approving the Viridian Public Improvement District Financing and Reimbursement Agreement (PFA) between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.



Location

- West of FM 969
- Red outline is the PID Area

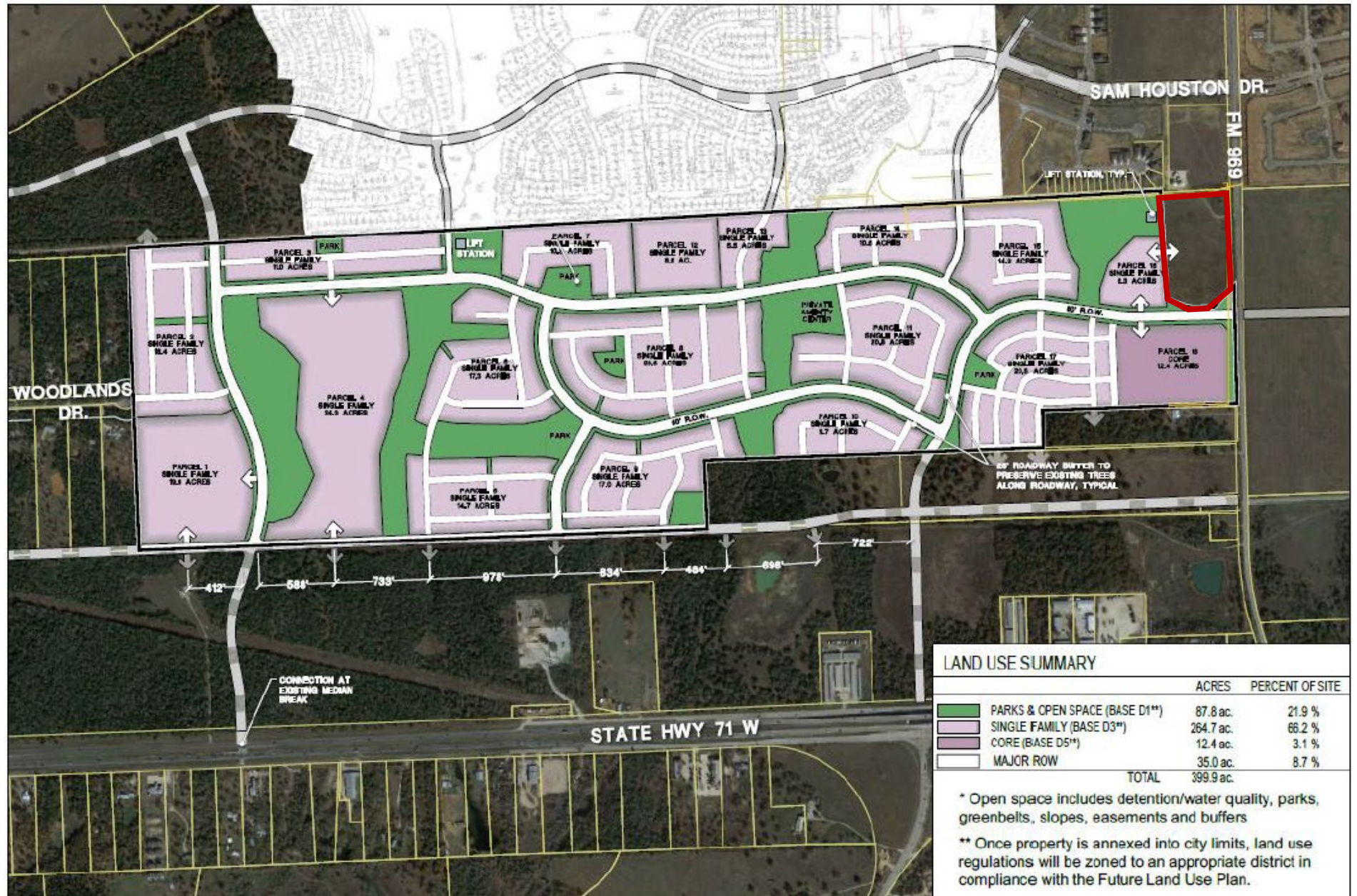


Summary of Area

- Applicant: Continental Homes Of Texas L.P.
- Size: 400 +/- acres
- Area: Located in the Statutory Extraterritorial Jurisdiction
- City can annex after final plat



- Red area will not be in the Assessment, as it is under separate ownership



PID Financing Agreement

- Allows for the apportionment, levy, and collection of the assessment related to the Improvement Area.
- The City will be responsible for the creation of the Service and Assessment Plan (SAP).
 - PID funds will cover the cost of administration.
 - A Viridian Local Government Corporation (Board) must be created to review the SAP and recommend approval to City Council.
 - A SAP will be adopted annually until all PID debt is reimbursed.

Next Steps

- The City will select a consultant to draft the Service and Assessment Plan (SAP)
- SAP will be reviewed and approved by City Council
- Bond issuance will be prepared by consultant
- Bonds will be issued for the PID to reimburse the developer for first phase
- SAP will be reviewed and approved annually by City Council
- Bonds issued for additional phases per PFA

Staff Recommendation

- The Assistant Planning Director recommends approval of the PFA.





STAFF REPORT

MEETING DATE: September 14, 2021

.. **AGENDA ITEM:** 9E

TITLE:

Consider action to approve Resolution No. R-2021-85 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2021-85 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

ATTACHMENTS :

- Resolution
- Exhibit A – PowerPoint Presentation

RESOLUTION NO. R-2021-85

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
CONFIRMING ALL BOARD AND COMMISSION APPOINTMENTS OF THE
MAYOR, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER, AS
ATTACHED IN EXHIBIT A; 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 completed her review process of all applications to the City's boards and commissions and has made her appointments to each board and commission as attached in Exhibit A; and

WHEREAS, City Council must confirm these appointments 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 appointed members to each Board and Commission of the City, as attached in Exhibit A.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointments to all of the City's boards and commissions as outlined in Exhibit A.

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 14th day of September, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

*Mayor Appointments
Boards and Commissions
September 14, 2021*





Bastrop Economic Development Corporation

Appointments: Terms end 2023

Place 1: **Connie Schroeder** (Piney Ridge)

- Reappointment

Place 3: **Jenn Wahl** (ETJ)

- High Tech background in training

Place 5: **Ron Spencer** (ETJ)

- Reappointment

Place 7: **Kathryn Nash**(Downtown)

- Reappointment/ Current Chair of BEDC

NOTE: BEDC terms are two years by State statute





Historic Landmark Commission

Appointments: Terms End 2024

Place 1: **Sharah Johnson** (Downtown)

- Bastrop Historic Society Past President/Historical Homeowner

Place 3: **Susan Long** (Downtown)

- Historic Homeowner/Serving as Vice Chair
- Reappointment

NOTE: Planning & Zoning Commission to fill place 5 per ordinance





Bastrop Housing Authority

Appointments: Term ends 2023

Place 1: **Dolores DeHoyos** (Downtown)

➤ Reappointment

Place 3: **Carlton Harris** (CP Johnson)

➤ Reappointment

NOTE: Housing Authority terms are two years





Hunters Crossing LGC

Appointments: Term Ends 2024

Place 4: Christine Long

- Homeowner in Hunters Crossing

Place 6: Lyle Nelson

- Reappointment





Library Board

Appointments: Terms end 2024

Place 5: **Laura Goodwin** (Pecan Park)

- Dedicated community member, Home health background

Place 7: **Meagan Webb** (ETJ)

- Serving as County representative as defined in ordinance





Main Street Advisory Board

Appointments: Terms end in 2024

Place 1: **Kari Sneed**

- Retail Business Owner (KC Outfitters)

Place 3: **Steph Lewis (ETJ)** *Unexpired term ends 2022*

- Reappointment to an unexpired term

Place 6: **Candice McClendon (ETJ)**

- Reappointment

Place 9: **Dani Moss (Downtown)**

- Reappointment





Parks Board

Appointments: Terms end 2024

Place 1: Betty Rucker (Downtown)

- Reappointment
- Skate Park Champion

Place 4: Stephen Fobert (Tahitian Village)

- Recreation teacher
- Pickle Ball Clinic graduate!

Place 7: Jamie Creacy

- Reappointment
- State Park Representative





Planning & Zoning Commission

Appointments: Terms end 2024

Place 3: **Carrie Caylor** (Downtown)

- Reappointment

Place 4: **Scott Long** (Hunters Crossing) **Unexpired term ends 2022**

- New to Board

Place 5: **Cynthia Meyer** (Tahitian Village)

- Reappointment

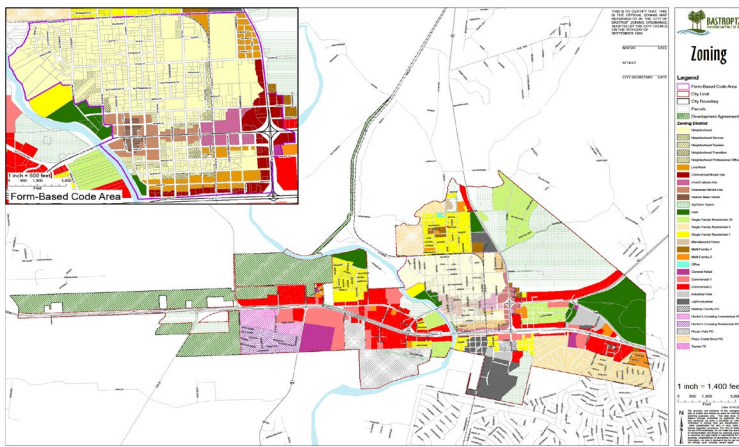
Place 7: **Debbie Moore** (Downtown)

- Reappointment
- Currently serving as Chair

Place 10: **Dawn Kana** (ETJ)

- Reappointment/Impact Fee Board Representative





Zoning Board of Adjustments

Appointment: Term Ends 2023

Place 3 : **Gary Moss** (Downtown)

- Reappointment

Place 5: **Scott Long** (Hunters Crossing)

- TPWD contract experience

NOTE: Zoning Board of Adjustment terms are two years



Council Liaisons - 2021/2022

- Mayor Schroeder – BEDC & Library
 - Mayor Pro-Tem Nelson – Planning & Zoning (HC Board Member)
 - Council Member Crouch – Construction Standards & Main Street
 - Council Member Jackson – Parks & Cultural Arts
 - Council Member Peterson – Cemetery
 - Council Member Rogers – Historic Landmark (HC Board Member)
- Boards that are inappropriate for Council Liaison
- Ethics
 - Zoning Board of Adjustments
 - Housing Authority



Confirmation

Appointments to City Boards are among the most consequential responsibilities of the Mayor. I appreciate Council for being a part of the interview process. I have spent additional time reviewing applications and visiting with citizens prior to making my appointments.

26 Appointments presented:

35% New to serving on a Board

35% Downtown, 38% Other than Downtown, 27% ETJ

27% Male, 73% Female

I respectfully request City Council confirm these appointments





STAFF REPORT

MEETING DATE: September 14, 2021

AGENDA ITEM: 9F

TITLE:

Consider action to approve Resolution No. R-2021-86 of the City Council of the City of Bastrop, Texas reappointing Mayor Pro Tem Lyle Nelson as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY:

The City of Bastrop, Texas is a member of the Capital Area Council of Governments (CAPCOG). CAPCOG is composed of official representatives including cities, counties, school districts, chambers of commerce, non-profit agencies and other agencies that have an interest in regionalism and programs such as emergency communications, homeland security, planning and economic development, law enforcement, and air quality.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2018-100 of the City Council of the City of Bastrop, Texas reappointing Mayor Pro Tem Lyle Nelson as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- CAPCOG Appointment Form – General Assembly Representative

RESOLUTION NO. R-2021-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS REAPPOINTING MAYOR PRO TEM LYLE NELSON AS THE GENERAL ASSEMBLY REPRESENTATIVE TO THE CAPITAL AREA COUNCIL OF GOVERNMENT (CAPCOG); AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas is a member of the Capital Area Council of Governments (CAPCOG); and

WHEREAS, CAPCOG is composed of official representatives including cities, counties, school districts, chambers of commerce, non-profit agencies and other agencies that have an interest in regionalism and programs such as emergency communications, homeland security, planning and economic development, law enforcement, and air quality; and

WHEREAS, Mayor Pro Tem Nelson represents the City of Bastrop on the CAPCOG Clean Air Coalition and the community benefits by active participation in the CAPCOG and regionalism;

WHEREAS, the City Council reappoints Mayor Pro Tem Nelson to be the General Assembly Representative to CAPCOG.

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

Section 1. The Mayor is hereby authorized to execute Appointment Form – General Assembly Representative – CAPCOG reappointing Mayor Pro Tem Nelson as Bastrop’s designee.

Section 2. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 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 14th day of September 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.
Counties: Official appointments are made at Commissioners Court.
Cities, Towns, Villages: Official appointments are made at City Council meetings.
Organizations: Official appointments are made by the Board or other governing body.

PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

_____ County Commissioners Court (e.g., Travis County Commissioners Court)

-OR-

Bastrop _____ City Council (e.g., Austin City Council)

-OR-

_____ Other (Board or other governing body)

City of Bastrop

City, County, or Organization being represented

Lyle Nelson

Name of Representative

Council Member

Position

1311 Chestnut St.

Address

Bastrop, 78402

City, Zip Code

512-629-2854

Telephone Number

512-332-8819

Fax Number

lnelson@cityofbastrop.org

Email address (General Assembly Reps. will be subscribed to CAPCOG Connections, Training Alerts, & other e-newsletters.)

Check One:

Reappointment

Filling Vacancy

Changing Representative

Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly

Representative for the above entity on _____
Date of Meeting

Signature of Chief Elected Official/Chair of Governing Board

Date

Please fax this form to 512-916-6001 or email it to dbrea@capcog.org. For questions about completing this form, call Deborah Brea at 512-916-6018.