



February 25, 2025
Regular City Council Meeting at 6:30 PM

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 CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE** - Mitchael Clardy and Jack Reynolds, Mina Elementary
Harry Potter Book Club

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

- 3. INVOCATION** - Phil Woods, City of Bastrop Police Chaplain

4. EXECUTIVE SESSION

- 4A. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.072 to seek the advice of legal counsel regarding the possible acquisition of property adjacent to Blakey Lane.
- 4B. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel

regarding the real estate and economic development aspects of a potential development of a Qualified Hotel Project.

- 4C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding the law as it applies to sign regulations for Digital Billboards (i.e., Off-Premises Electronic Message Centers with LED Lights).
- 4D. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.072 and 551.087 to seek the advice of legal counsel regarding the Mike's Bikes License Agreement.
- 4E. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.072 and 551.087 to seek the advice of legal counsel regarding an economic development agreement with Burleson Crossing East.

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

6. PRESENTATIONS

6A. Mayor Pro Tem's Report

6B. Council Members' Report

6C. City Manager's Report

- 1. Election Update
- 2. Vacant Position Update
- 3. Rideshare Update
- 4. Galvanized Pipe Update

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

6D. PROCLAMATION - In Memory of Rose LaCynthia Clemons

7. WORK SESSIONS/BRIEFINGS

7A. Presentation of Annual Work Plan by City of Bastrop Boards & Commissions pursuant to Code Of Ordinances, Chapter 1 "General Provisions", Article 1.04 "Boards, Committees and Commissions", Section 1.04.002 "Procedures":

- * Bridging Bastrop Board
- * Fairview Cemetery Advisory Board
- * Construction Standards Board of Adjustment & Appeals
- * Cultural Arts Commission
- * Bastrop Economic Development Corporation Board
- * Ethics Commission
- * Historic Landmark Commission
- * Housing Authority Board
- * Hunters Crossing Local Government Corporation Board

- * Main Street Advisory Board
- * Parks & Recreation/Public Tree Advisory Board
- * Planning & Zoning Commission
- * Public Library Board
- * Zoning Board of Adjustment

7B. Discuss and recommend a proposed process for City Council members to request training opportunities.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

8. FINANCIAL TRANSPARENCY AND BUDGET PREPARATION

8A. Receive a presentation on the unaudited Monthly Financial Report for the period ending January 2025.

Submitted by: Laura Allen, Assistant Finance Director

8B. Review and discuss the Bastrop Police Department Budget and the Hotel Occupation Tax (HOT) Fund.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

9. 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 at least two hours before the meeting starts on the requested date. Comments submitted by this time will be given to the City Council during the meeting and included in the public record, but not 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.

10. 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.

10A. Consider and act on the second reading of Ordinance No. 2025-07, establishing and adopting a short-term rental registration process; amending the Bastrop Code of

Ordinances, Chapter 4, by enacting Article 4.13, Sections 4.13.001 – 4.13.012 titled “Short Term Rentals.”

Submitted by: Viviana Nicole Andres, Assistant to the City Manager

[10B.](#) Consider and act on the second reading of Ordinance No. 2025-10, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES (e).

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

[10C.](#) Consider and act on the second reading of Ordinance No. 2025-11, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES adding (c) and (d) (1), (2), (3), and (4); 6.3.004 PROTECTED & HERITAGE TREES changing (e) (1), (4), and adding (4) (A) and (B), and (6); 6.3.004 PROTECTED & HERITAGE TREES changing (f) (1), (4), and adding (4) (A) and (B) and (6); 6.3.004 PROTECTED & HERITAGE TREES adding (g)(1) (A), (B) and (C) and (h) (1) and (2); 6.3.004 PROTECTED & HERITAGE TREES adding (i) (2).

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

[10D.](#) Consider and act on the second reading of Ordinance No. 2025-12, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Chapter 10, definitions, adding definitions for Native Plants, Invasive Plants, and ISA-Certified Arborist.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

[10E.](#) Consider and act on the second reading of Ordinance No. 2025-13, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Technical Manual, TABLE 2.1.003 Preferred Plant List.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

[10F.](#) Consider and act on the first reading of Ordinance No. 2025-06 amending Chapter 15, Article 15.01 “Cemeteries” of the Bastrop Code of Ordinances; and Appendix A “Fee Schedule,” Article A15.01 “Fairview Cemetery” to reflect an increase in fees for the purchase of cemetery plots, burial open/close fees, and establishing a price for columbarium niches; and move to include on the March 11, 2025, consent agenda for a second reading.

Submitted by: Laura Allen, Assistant Finance Director

[10G.](#) Consider and act on the first reading of Ordinance No. 2025-16, adopting the Master Fee Schedule; repealing the Appendix A “Fee Schedule” of the Code of Ordinance; amending certain fees and establishing cost and fees charged by the City of Bastrop; providing for a penalty for a violation of Chapter 1 Article 1.01 Section 1.01.009 of the City Code of Ordinances; and move to place on the March 11, 2025, consent agenda for the second reading.

Submitted by: Andres Rosales, Assistant City Manager

[10H.](#) Consider and act on the first reading of Ordinance No. 2025-18, adopting a local property tax exemption for qualifying child-care facilities, as defined by Texas Tax Code 11.36, and amending Chapter 11 "Taxation" of the Code of Ordinances of the City of Bastrop, Texas by adding Article 11.05 "Child-care Facility Exemption"; and move to include on the March 11, 2025, consent agenda for a second reading.

Submitted by: Andres Rosales, Assistant City Manager

[10I.](#) Consider and act on the first reading of Ordinance No. 2025-17, amending Code of Ordinances Chapter 2 "Animal Control", Article 2.02 "Vaccination and Licensing of Dogs and Cats" and Article 2.04 "Impoundment", removing Section 2.02.004 "License Tag and Collar."; amending Section 2.02.008 "Licensing and Fees" to "Pet Registration Requirement" and removing subsection (a)-(c); removing Section 2.04.006 "Confinement of Female Dogs and Cats during estrus"; move to include on the March 11, 2025, consent agenda for a second reading.

Submitted by: Robert McBain, Animal Control/Code Compliance

[10J.](#) Consider and act on the first reading of Ordinance 2025-15, amending Code of Ordinances Chapter 1 "General Provisions", Article 1.20 "Uniformity of Requirements", amending Section 1.20.015 Appeal of Board of Adjustment to Appeal of City Council, Amending subsection (a) and (c), removing subsection (b) and (d); and move to include on the March 11, 2025, consent agenda for a second reading.

Submitted by: Andres Rosales, Assistant City Manager

[10K.](#) Consider and act on the first reading of Ordinance No. 2025-20 amending Sec. 1.04.002 Membership, terms of the Code of Ordinances to remove any elected official from appointed boards or commissions when their term ends either by election or resignation; and move to include on the March 11, 2025, consent agenda for the second reading.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

[10L.](#) Consider and act to approve the following Bastrop City Council meeting minutes:

1. Tuesday, February 11, 2025, Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

[10M.](#) Consider and act on Resolution No. R-2025-41, enacting a policy regarding rules and procedures for the Bastrop Economic Development Corporation.

Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Executive Director and City Manager

[10N.](#) Consider and act on Resolution No. R-2025-51, amending the Rules of Procedure providing for a process for the City Council to engage legal services of the City Attorney.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

[10O.](#) Consider and act on Resolution No. R-2025-33, accepting a donation for engineered wood fiber kiddie mulch for Bob Bryant Park Playground and Kerr Community Park playground in the amount of \$17,057 from Ascension Catholic Church as part of the Toyota Way Forward Fund Grant.

Submitted by: Terry Moore, Parks & Recreation Director

- [10P.](#) Consider and act on Resolution No. R-2025-40, ratifying an application for the SFY 2024-2025 Flood Infrastructure Fund (FIF) for a grant of \$14,988,181 (fourteen million nine hundred eighty-eight thousand one hundred eighty-one dollars) for flood mitigation improvements along Gills Branch.

Submitted by: Laura Allen, Assistant Finance Director

- [10Q.](#) Consider and act on Resolution No. R-2025-45, to approve the City of Bastrop Police Department to apply for a grant from the Department of Justice (JAG) for Seventy-two thousand, seventy-two dollars and fifteen cents (\$72,072.15) for a FARO Focus Core 3D scanner, with a battery power block, tripods, 360-degree camera, Panocam mount, software, subscriptions, and 16 hours of training, with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official.

Submitted by: Vicky Steffanic, Chief of Police

- [10R.](#) Consider and act on Resolution No. R-2025-44, to approve the City of Bastrop to apply for a grant from the Department of Justice (JAG) for ten thousand, three hundred, sixty-one dollars and eighty-eight cents (\$10,361.88) for an aerial drone, with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official.

Submitted by: Vicky Steffanic, Chief of Police

- [10S.](#) Consider and act on Resolution No. R-2025-42, to approve the City of Bastrop Police Department to apply for a grant from the Department of Homeland Security for thirty thousand, seven hundred dollars (\$30,700.00) for a Law Enforcement, moveable, camera trailer, with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official.

Submitted by: Vicky Steffanic, Chief of Police

- [10T.](#) Consider and act on Resolution No. R-2025-43, to approve the City of Bastrop Police Department to apply for a grant from the Lower Colorado River Authority (LCRA) for eighteen thousand, three hundred and eighty-four dollars (\$18,384.00) for a Rescue Boat and Trailer, with three thousand, six hundred and seventy-seven dollars (\$3,677.00) in matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official.

Submitted by: Vicky Steffanic, Chief of Police

- [10U.](#) Consider and act on Resolution No. R-2025-48, authorizing a license to encroach agreement with MAJCO, LLC for property known as Chambers Street and adjacent to 1501 Chestnut Street for an encroachment into the Public Right-of-Way for use of a portion of the property for a paved driveway and parking area for use by customers, as attached in Exhibit B of the License Agreement.

Submitted by: Andres Rosales, Assistant City Manager

11. ITEMS FOR INDIVIDUAL CONSIDERATION

- [11A.](#) Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-08, authorizing an update and amending Bastrop Code of Ordinances, Chapter 13, Article

13.12, entitled "Impact Fees", updating the land use assumptions, Capital Improvement Plan and amending Impact Fees for Wastewater Utilities, as attached in Exhibits A-C; and move to include on the March 11, 2025, agenda for a second reading.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

11B. Consider and act on Resolution No. R-2025-52 authorizing the reallocation of funding for the Blakey Lane extension.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

11C. A. Consider and act on Resolution No. R-2025-49, authorizing the City Manager to enter into a Sports License Agreement for the use of the Rusty Reynolds Fields by Bastrop Little League.

B. Consider and act on Resolution No. R-2025-50, authorizing the City Manager to enter into a Sports License Agreement for the use of the Rusty Reynolds Fields by Bastrop Youth Baseball & Softball Organization.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

11D. Consider and act on the first reading of Ordinance No. 2025-14, apportioning the costs of certain improvements to property in and for the Valverde Public Improvement District Area #1; fixing a charge and lien against all properties within the District, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the District and the real and true owners thereof; approving a service and assessment plan; and move to include on the March 11, 2025, consent agenda for a second reading.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

11E. Consider and act on Resolution No. R-2025-23, determining costs of the proposed Public Improvements in the Valverde Public Improvement District, approving a proposed assessment roll for improvement area #1, and making related findings and determinations, in accordance with Chapter 372 of the Texas Local Government Code.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

11F. Consider and act on Resolution No. 2025-22, approving the form and authorizing the distribution of a preliminary limited offering memorandum for "City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District)".

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

12. ADJOURNMENT

All items on the agenda are eligible for discussion and action unless specifically stated otherwise.

The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072

(Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, February 21, 2025 at 5:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Victoria Psencik
Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Mayor Pro Tem's Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

UPDATES:

1. Election Update:
 - a. Since the filing of places for the Council seat, some questions have arisen as to Council Member Lee's ability to remain on council, i.e., having resigned her seat to run in a different place on the ballot. This item attempts to give clarity to that question. In response to this question, Yes, Councilmember Lee has technically resigned her position on Place 1, but her term does not end until the new election. Because she is not running in her seat, her resignation becomes effective upon the swearing in of the successful candidate running for Place 1.

Section 3.02 (d) Number, Selection, and Terms of Office of the City Charter states,

(d) Resignation of Sitting Council Member Required Prior to Council Member Seeking Position of Mayor and/or Prior to Mayor Seeking Regular Council Place. In addition to any Texas Constitutional or State statutory requirement that an incumbent Council Member resign to run for a public office other than that held, any currently serving Council Member, which pursuant to the Charter includes the Mayor, shall be required to resign his/her Council place and/or position at the time such Council Member announces his/her candidacy for another place or position on the Council, as follows:

1. The resignation of an incumbent Council Member shall be effective immediately upon announcing candidacy for another place or position on the Council, provided however, that the announcing, (i.e., resigning) incumbent Council Member shall continue to serve in his/her then held Council place or position until either the resigned Council place or position is filled by election, or the incumbent candidate is elected and qualified to fill the newly sought Council place or position

As of the closing date, 2 persons submitted for Place 1, Perry Lowe and Cecilia Serna. For Place 5, the incumbent Mayor Pro Tem John Kirkland has filed, as has Council Member Cheryl Lee.

As of the posting of this agenda, only 1 candidate has filed for Mayor. Willie De La Rosa has filed.

2. Vacant Position Update
 - a. Finance Director. Interviews held. Offer extended, potential start date, Mid March
 - b. Director of Engineering – Position filled
 - c. City Secretary – Remains vacant
 - d. Senior Planner – Interviews scheduled

3. Update on Rideshareing Program
 - a. See attached

4. Galvanized Lead Pipe Notices

The Lead Service Line Inventory of every service line in your distribution system, including both the utility and customer owned service line. Each must be categorized as either lead, non-lead, galvanized requiring replacement, or lead status unknown. The required system must comply by October 16,2024.

After completing the Lead Service Line Inventory, we found that our system had Zero (0) Lead services, but did fine 128 customer service lines (from the water meter to the house) had galvanized service that require to be replaced, and 54 city service lines (from the city's water main to the water meter) to be galvanized services that we will replaced. There is a ten year deadline for replacement of the services line. We have replaced 12 of the 54 city services since October of 2024 and plan to have this project completed in two years.

Galvanized pipes are iron or steel with a zinc coating to prevent rust and corrosion, but they can still contribute to lead in drinking water by capturing lead particles released from upstream sources.

The residents were provided with bill inserts, and because EPA rules may change from presidential administration to the next, we opted to allow residents an opportunity to plan for the changes needed, but an intermediate stop gap was to provide residents with filters that can be put in place to remove lead particles. ***See the attached document for more information.***

ATTACHMENTS:

1. City of Bastrop Charter – Elections
2. Update on Rideshare Programs
3. Galvanized Pipe Notices

Section 3.02 Number, Selection and Terms of Office.

- (a) *Number.* The legislative and governing body of the City shall be composed of a Mayor and five (5) members and shall be known as the "City Council of the City of Bastrop."
- (b) *Selection.* The Mayor shall be elected to office from the city at large. The other members of the Council shall be elected to office at large, but by specific place which shall be designated as Places One (1), Two (2), Three (3), Four (4), and Five (5). Each year, two (2) Council places, including the Mayoral position, shall be up for election for three-year terms, except as otherwise set forth in the Transitional Provisions hereinafter detailed.
- (c) *Term.* The Mayor and each Council Member shall serve a term of three (3) years and shall serve until his/her successor is elected and qualified; provided, however, that no person shall be elected to the Council for terms of office which would cause such person to serve a term beginning after they shall have completed six (6) consecutive years on the Council, until such person has been out of municipal office for a period of not less than eleven (11) months.
- (d) *Resignation of Sitting Council Member Required Prior to Council Member Seeking Position of Mayor and/or Prior to Mayor Seeking Regular Council Place.* In addition to any Texas Constitutional or State statutory requirement that an incumbent Council Member resign to run for a public office other than that held, any currently serving Council Member, which pursuant to the Charter includes the Mayor, shall be required to resign his/her Council place and/or position at the time such Council Member announces his/her candidacy for another place or position on the Council, as follows:
 - (1) The resignation of an incumbent Council Member shall be effective immediately upon announcing candidacy for another place or position on the Council; provided however, that the announcing, (i.e., resigning) incumbent Council Member shall continue to serve in his/her then held Council place or position until either the resigned Council place or position is filled by election, or the incumbent candidate is elected and qualified to fill the newly sought Council place or position.
 - (2) No person, including any sitting Council Member, shall be allowed to file concurrently for candidacy for more than one Council place and/or the position of Mayor.

(Sec. 3.02(b)-(d) amnd. by Ordinance 2010-32 adopted 12/14/10)

To: City Council

From: Vivianna Nicole Andres, Assistant to the City Manager

Date: February 25, 2025

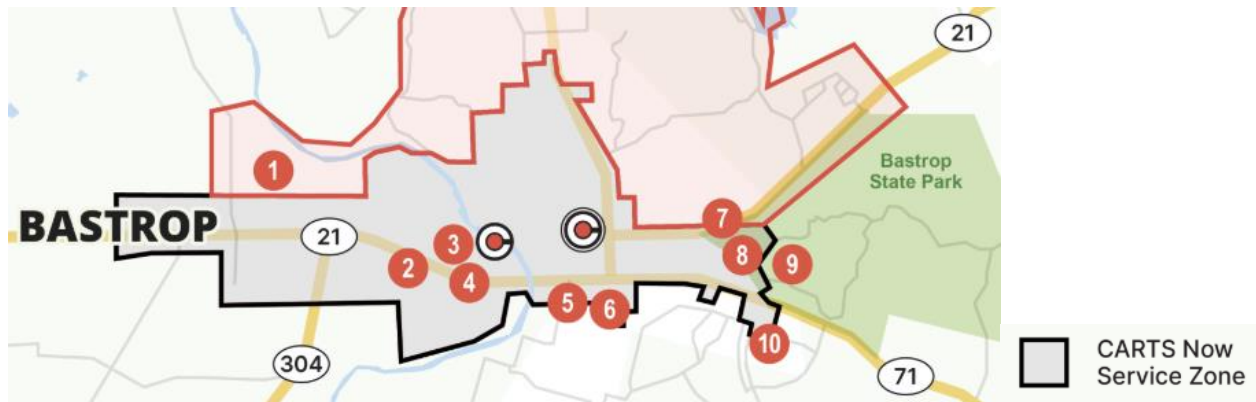


Subject: UPDATE on the Ridesharing Program feasibility for the City of Bastrop

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On February 11, 2025 Staff presented to the Council a presentation that discussed the possibility of the City of Bastrop pursuing a Ridesharing Program for its citizens.

To recap, it was discussed that Rideshare is the concept of utilizing private Transportation Network Companies as part of a public transit resource. Rideshare programs can reduce the reliance on buses and other underutilized assets by providing an economical alternative that does not rely on fixed assets, drivers, and insurance. Additionally, a Ridesharing Program is an on-demand interaction between a service provider and a customer seeking to utilize a transit service. It was also noted during the presentation that the City's only available transit system is currently provided through CARTS (Capital Area Rural Transportation System), which provides on average over 100 daily trips. CARTS also offers an on-demand program called CARTS NOW. Still, the program is not accessible to the entire city limits of Bastrop and has limited operating hours (Monday through Friday from 7 a.m. to 7 p.m.).



After the presentation, the Council requested Staff research the following topics and bring back any additional pertinent information as an update:

1. Are there any other cities similar in size to the City of Bastrop operating a Ridesharing Program?

Staff researched this matter and determined that most of the cities utilizing a Rideshare Program are larger in size and are oftentimes a more urbanized area. This means the City of Bastrop would be one of the first cities of its size to utilize a Ridesharing Program for its residents.

2. What is the current utilization rate of Uber/Lyft within the City of Bastrop?

Staff sent email correspondence to both Uber and Lyft directly, and only Uber was responsive in getting back to Staff. Staff was able to set up a meeting with Uber and obtain the following information:

1. Uber has a rating system of A-C with an “A” rating meaning there is a 90% or above completion rate for trips being requested by customers, a “B” rating is an 80% or above completion rate, and a “C” is an approximately 70% or less completion rate.
2. The City of Bastrop is currently rated at a “B” with Uber (80% completion rate) with a 5–15-minute ETA for customers requesting a ride.
3. Uber was awarded a contract for an RFP issued by the Equalis Group; the RFP by the Equalis Group was issued to select a TNC that could offer its services nationwide through the contract. Because Uber was awarded the nationwide cooperative agreement contract from the Equalis Group, this means the City can enter directly into a Ridesharing Program with Uber (known as Uber for Business) without having to go through the procurement process.
 - a. Cooperative agreements allow state and local governments to access advantageous pricing, save time on procurement processes, and take the place of the governmental body/agency having to issue an RFP and hire a consulting firm.
4. Through this cooperative agreement, the City of Bastrop could set up a voucher campaign with Uber, which would be accessed through Uber's dashboard. This voucher campaign would allow the City to determine the number of vouchers, the subsidy amount per ride, and even certain ride restrictions.
 - a. The city would only pay for the used rides, and Uber would send a monthly bill for the previous month's usage.
 - b. The City could deactivate vouchers anytime and terminate the Uber for Business account with a 30-day notice.
5. The City of Frisco is one of the first cities in Texas to utilize the Uber for Business cooperative agreement. Staff will be meeting with them to obtain their feedback on their experience with the program thus far.

The most crucial issue that Staff is working on understanding is the incorporation of Wheelchair Accessible Vehicles (WAV) into this program option with Uber in order to satisfy ADA and Title II requirements. Staff has spoken with Uber about this concern, and Uber has committed to contacting CARTS to see if a partnership opportunity is available since CARTS has access to WAV.

Staff will follow up with another update to the Council once more information becomes available.

LETTER SENT TO RESIDENTS

At the City of Bastrop Water / Wastewater Department, we are committed to providing you with safe, high-quality water. As part of a mandated program by the Texas Commission on Environmental Quality (TCEQ) and the Environmental Protection Agency (EPA), we recently completed a Lead Service Line Inventory to identify and remove any lead pipes from our water system.

We're pleased to report that **no lead service lines were found** in our system. However, the program also requires that galvanized pipes be replaced because they can absorb lead from older pipes that may have previously been in the system. As such, **the City will be replacing all galvanized lines from the water main to the water meters.**

If your property has a galvanized line from the meter to your home, **TCEQ requires that the property owner replace this portion.** We understand this can be an unexpected project, but we're working to support you through the process. To help ease the burden, we're pursuing grants to assist eligible customers with these costs. In the meantime, we're also exploring short-term solutions, such as providing certified drinking water filters, to help ensure your water is safe while replacements are being made. These filters are specifically for drinking water and do not treat the entire home's water supply.

If you have questions about this process or would like more information on assistance programs, please don't hesitate to contact us at:

City of Bastrop Water / Wastewater Department
512-332-8960
baswater@cityofbastrop.org

Thank you for your attention to this important matter. We appreciate your cooperation as we work to enhance the safety and quality of your water.

Proclamation



WHEREAS, the City of Bastrop joins family, friends, and the community in mourning the loss of Rose LaCynthia Clemons, who passed away on February 10, 2025; and

WHEREAS, Rose was born on October 29, 1960, to the late Aaron Taylor and Delois Simms Baker, and was raised in a loving and faith-filled home by her mother and stepfather, Elder C.J. Baker; and

WHEREAS, she dedicated her life to faith, family, and service, being baptized at an early age, actively participating in the church choir and serving on the Usher Board at Hopewell Primitive Baptist Church; and

WHEREAS, Rose was a proud graduate of Bastrop High School, Class of 1979, where she excelled in sports and class organizations, and later pursued higher education at Durham School of Business; and

WHEREAS, she was a devoted mother to her children, Crystal, Victoria, and Aaron, and a beloved grandmother, great-grandmother, sister, aunt, and friend who shared her warmth, wisdom, and love with all who knew her; and

WHEREAS, Rose dedicated her professional life to education and community service, working as a teacher at Shiloh Head Start, a Teacher's Aide at Bastrop Independent School District, and later contributing to the community through her employment at H-E-B; and

WHEREAS, she made a lasting impact on the City of Bastrop through her involvement in the Juneteenth Committee, the African American History Museum, and the Bastrop High School Class of 1979 Reunion Committee, enriching the cultural and historical fabric of the community; and

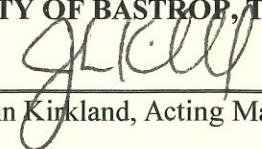
WHEREAS, Rose will be remembered for her selflessness, creativity, and kindness, leaving behind a legacy of love, service, and dedication to her faith, family, and community; and

WHEREAS, though her passing leaves a void in our hearts, her spirit of generosity, laughter, and unwavering support for her community will forever inspire those who had the privilege of knowing her.

NOW, THEREFORE, I, John Kirkland, Acting Mayor Pro Tem of the City of Bastrop, Texas, do hereby honor and celebrate the life and legacy of **Rose LaCynthia Clemons**, recognizing her many contributions to our community and expressing our deepest condolences to her family and loved ones. Furthermore, I do hereby proclaim October 29, 2025, what would have been her 65th birthday, as **Rose LaCynthia Clemons Day** in the City of Bastrop.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 21st day of February 2025.

CITY OF BASTROP, TEXAS


John Kirkland, Acting Mayor Pro Tem



ATTEST:


Victoria Psencik, Assistant City Secretary

BEDC Annual Work Plan

• 2025 •

PILLAR 1 - INDUSTRIAL PARK

| | GOAL | COMPLETED |
|--|---|-----------|
| DEVELOP & UPDATE A CURRENT MAP OF THE BIP. | <u>ESTABLISHED GOAL</u> <u>FEBRUARY 2025</u> | |
| MARKET THE PARK IN 2 NATIONAL & 1 GLOBAL PUBLICATION | <u>ESTABLISHED GOAL</u> <u>JUNE 2025</u> | |
| UPDATE AND REVIEW RESTRICTIVE COVENANTS, & BYLAWS | <u>ESTABLISHED GOAL</u> <u>APRIL 2025</u> | |
| CLEAR AND MINIMALLY IMPROVE PLATTED STREETS IN BIP | <u>ESTABLISHED GOAL</u> <u>MARCH 2025</u> | |

PILLAR 2 - WORKFORCE DEVELOPMENT

| | GOAL | COMPLETED |
|---|---|-----------|
| ESTABLISH NEEDS OF THE BUSINESS COMMUNITY THROUGH QUARTERLY MEETINGS WITH WORKFORCE DEVELOPMENT PARTNERS. | <u>ESTABLISHED GOAL</u> <u>FEBRUARY 2025</u> | |
| ESTABLISH A QUARTERLY BUSINESS ROUNDTABLE TO DETERMINE WORKFORCE NEEDS AND AID IN MEETING THOSE NEEDS THROUGH PARTNERSHIP OR SPONSORSHIP. | <u>ESTABLISHED GOAL</u> <u>FEBRUARY 2025</u> | |

BEDC Annual Work Plan

• 2025 •

PILLAR 3 - BUSINESS ATTRACTION, RETENTION, & EXPANSION

| | GOAL | COMPLETED |
|---|---|-----------|
| LAND BANKING: CREATE A REPOSITORY OF LANDOWNERS, ACRES, & ADDITIONAL INFORMATION FOR BUSINESS ATTRACTION | <u>ESTABLISHED GOAL</u> <u>MARCH 2025 & CONTINUOUS</u> | |
| LEVERAGE A PARTNERSHIP WITH VISIT BASTROP TO CREATE A MARKETING VIDEO & ENHANCED ADVERTISING OF THE BASTROP COMMUNITY | <u>ESTABLISHED GOAL</u> <u>MARCH 2025</u> | |
| PROVIDE MONTHLY UPDATES FROM RETAIL COACH ON RECRUITMENT ACTIVITY FOR BASTROP | <u>ESTABLISHED GOAL</u> <u>JANUARY 2025</u> | |

PILLAR 4 - PARTNERSHIPS

| | GOAL | COMPLETED |
|---|--|-----------|
| ESTABLISH QUARTERLY MEETINGS WITH EACH PARTNER ORGANIZATION | <u>ESTABLISHED GOAL</u> <u>APRIL 2025</u> | |
| CONTINUE BUILDING PARTNERSHIPS WITH BISD, COUNTY EDC, CITY, & AREA UTILITY PROVIDERS. | | |
| CONTINUE TO SUPPORT "WE BELIEVE IN BISD" | <u>ESTABLISHED GOAL</u> <u>FEBRUARY 2025 & CONTINUOUS</u> | |

BEDC Annual Work Plan

• 2025 •

UPCOMING GOALS

| | GOAL | COMPLETED |
|--|----------------------------------|---|
|  | <u>ESTABLISHED GOAL</u> _____ |  |
|  | <u>ESTABLISHED GOAL</u> _____ |  |
|  | <u>ESTABLISHED GOAL</u> _____ |  |

UPCOMING GOALS

| | GOAL | COMPLETED |
|---|----------------------------------|---|
|  | <u>ESTABLISHED GOAL</u> _____ |  |
|  | <u>ESTABLISHED GOAL</u> _____ |  |
|  | <u>ESTABLISHED GOAL</u> _____ |  |

Library Board Work Plan FY 2025

The Library Advisory Board defines success as: Supporting the library director to accomplish the goals of the library's strategic plan.

Board Goals:

1. Review, revise, and approve at least two library policies per year in order to create an inclusive, customer friendly organization that is responsive to the needs of the community.
2. Advocate for and educate the public about the library through volunteering opportunities, community events, public meetings, and other activities. Through these activities, the board will engage with the community and bring suggestions, comments, and/or concerns to the library director.
3. Work with the library director to develop strategic direction for the organization by formulating goals, defining priorities, and periodically assessing goal progress.
4. Ensure that the library meets industry standards and work with the library director to develop plans to address deficiencies or future challenges.

Action Plan:

1. Goal #1 will be accomplished as follows:
 - a. The library director will determine policies to be reviewed or revised according to the priorities from the strategic plan and the policy review schedule.
 - b. The policy review schedule will be given to the library board at the beginning of each fiscal year and may be amended if needed.
 - c. Policies will be given to the board for review and discussion. If it is determined to meet the criteria of the strategic plan and the mission of the library, the board will approve the document.
 - d. The document will be presented to City Council for approval if changes have been made to the policy.
2. Goal #2 will be accomplished as follows:
 - a. The library director will inform the board monthly of opportunities to volunteer and/or promote the library.

- b. Library Board members will share opportunities to volunteer and/or promote the library as they arise.
 - c. Individual board members will bring questions, comments, and concerns from the public to the director to be added to the monthly agenda for discussion.
3. Goal #3 will be accomplished as follows:
 - a. The library director will schedule quarterly review workshops for discussion of strategic goals.
 - b. The library board will provide input to the library director for topics of discussion and goals to be reviewed during the planned workshops.
4. Goal #4 will be accomplished as follows:
 - a. The library director will inform the board of industry standards.
 - b. The Planning and Zoning Commission liaison and representatives from other city departments, boards, and commissions will provide the library board with relevant information and foster communication among parties.
 - c. The library board will provide feedback, input, and recommendations to the library director regarding plans and strategies to meet industry standards and address future challenges.

To succeed, we need the following resources:

1. Staff: Library Director, Library Executive Administrative Assistant, Library Staff as determined by the director
2. Supplies: none needed
3. Other: City promotion of library events, activities, and services to inform the public of available opportunities to be part of the library community.



Bastrop Cultural Arts Commission Work Plan FY 2025

The Bastrop Cultural Arts Commission defines success as: Supporting and enhancing the cultural and artistic vibrancy of Bastrop by fostering public art initiatives, community engagement, and strategic partnerships.

Commission Goals:

1. Oversee the rework schedule and grants for the Bird Junction Sculptures project to ensure timely completion and sustainability.
2. Expand and enhance First Friday programming to strengthen community participation and support for local artists.
3. Evaluate and restructure internal operations to improve efficiency and effectiveness in achieving the Commission's mission.
4. Execute a comprehensive marketing push to promote all arts and culture-related initiatives, including the frogs, public art installations, and First Friday events.

Action Plan:

Goal #1: Bird Junction Sculptures

- The Commission will create a revised project schedule that outlines key milestones and deadlines.
- Members will identify and participate in grant training opportunities to secure additional funding.
- Regular progress updates will be provided during Commission meetings to ensure accountability and transparency.
- Begin researching murals in the downtown district to continue the Bird Junction push through murals after completing the sculptures.
- **Measurable:** Sculptor project should be at at least 80% completion by the end of FY25.

Goal #2: First Friday

DRAFT

- The Commission will collaborate with local artists, businesses, and community partners to curate engaging events.
- A strategic plan will be developed to attract more attendees and increase public awareness.
- Monthly evaluations will be conducted to assess event success and areas for improvement.
- **Measurable:** Increase First Friday attendance by 20% compared to the previous year and add at least five new participating artists or vendors.

Goal #3: Organizational Clean-Up

- The Commission will assess its current structure and identify areas for improvement.
- A review of bylaws, meeting structures, and member roles will be conducted to enhance efficiency.
- Recommendations for restructuring will be discussed and implemented to optimize operations.
- **Measurable:** Complete a full review and update of Commission bylaws and procedures by Q3 of FY 2025.

Goal #4: Marketing Push

- A unified marketing strategy will be developed to highlight arts and culture initiatives.
- The Commission will coordinate social media campaigns, print materials, and community outreach efforts.
- Engagement metrics will be tracked to measure the effectiveness of marketing efforts and adjust strategies as needed.
- **Measurable:** Increase social media engagement by 30% and distribute at least 1,000 promotional materials throughout the community.

To succeed, we need the following resources:

Staff:

- City of Bastrop staff support, ideally a part-time staff person is obtained to be dedicated to the CAC and whole work under the Main Street Manager
- Cultural Arts Commission members

Supplies:

- Marketing materials (flyers, banners, social media ads)
- Grant application resources
- Event-related supplies as required

Other:

- City promotion of cultural and arts events through official communication channels
- Collaboration with local businesses, artists, and community organizations

This work plan serves as a roadmap for the Bastrop Cultural Arts Commission to achieve its goals, strengthen community engagement, and elevate the city's cultural landscape in FY 2025.



Main Street Advisory Board Work Plan FY 2025

The Main Street Advisory Board defines success as: Supporting the Main Street Manager to accomplish the goals of the Main Street program's transformation strategies.

Board Goals:

1. Review, revise, and implement initiatives that position Downtown Bastrop as a regional/statewide tourist destination.
2. Advocate for and support strategic recruitment of diverse amenities, services, restaurants, and retail to encourage visitors to stay or return.
3. Work with the Main Street Manager to develop strategic direction for the district by formulating goals, defining priorities, and periodically assessing progress.
4. Ensure that Downtown Bastrop meets industry standards for placemaking and work with the Main Street Manager to develop plans to address deficiencies or future challenges.

Action Plan:

Goal #1 will be accomplished as follows:

- The Main Street Manager will oversee the rebranding of Downtown Bastrop, ensuring a cohesive brand identity.
- The Advisory Board will support the development of a comprehensive business directory and marketing strategy.
- Signature events will be promoted and marketed on a larger scale to increase regional awareness.
- The board will assist in tracking advertising and marketing efforts to evaluate effectiveness.

Goal #2 will be accomplished as follows:

- The Main Street Manager will collaborate with economic development partners to track tourist data and support business owners in targeting visitors.

Adopted 12/17/2024

- The board will support and participate in initiatives such as the Bastrop Business Guide and Business Academy.
- The board will provide input on activating key downtown spaces, such as the Chestnut Grove Food Court, to enhance visitor experience.

Goal #3 will be accomplished as follows:

- The Main Street Manager will schedule quarterly review workshops for discussion of strategic goals and placemaking efforts.
- The Advisory Board will provide input on goals to be reviewed and assessed during the workshops.
- The board will assist in setting priorities for business recruitment and retention efforts.

Goal #4 will be accomplished as follows:

- The Main Street Manager will inform the board of industry standards for downtown development and placemaking.
- The board will engage with city departments, committees, and other stakeholders to foster communication and alignment with city planning efforts.
- The board will provide feedback and recommendations on plans to address infrastructure needs, signage regulations, and public space enhancements.

To succeed, we need the following resources:

Staff: Main Street Manager, Economic Vitality Committee, Promotion & Design Committees. Ideally, adding a Program Coordinator would be a huge help to our program to assist our Main Street Manager with day to day tasks and take on a lot of the event planning and marketing.

Supplies: Marketing materials, signage, business directories

Other: City support for promotions and branding efforts, collaboration with economic development partners, and ongoing engagement with downtown stakeholders.

***This is not our traditional Transformation Strategies/Workplan but this document was drafted from our Main Street America templates.*



Bridging Bastrop Board Work Plan

Success for the Bridging Bastrop Board for the current year can be defined as:

Board Goals:

1. Engagement in activities forums, community gatherings, and events that promote mutual understanding, as well as encourage residents to connect with one another.
2. Create strategies to distribute information to people of different cultures in culturally appropriate ways.
3. Work collaboratively with our partners.

Action Plan:

Goal 1 will be accomplished as follows:

- Partner with BEDC & BISD to create a student training program in engineering as well as to connect students to City career opportunities.

Goal 2 will be accomplished as follows:

In Progress:

- Create “Infomercials” about services that can be shown during Executive Session at Council meetings
- Utilize the City of Bastrop’s Facebook to routinely share employee testimonials with job highlights (including: benefits, training and advancement opportunities).
- Identify underserved areas in our community and their preferred method of communication – Word of Mouth and Paper, then Facebook – Community Impact//Utility Bill Inserts

Needs Movement:

- Create a magnet or other informational piece describing services
 - Create a location map of where services are located (Robert Barron - GIS) Create a printed list of locations for social services.
- Build a welcome packet for new residents and publicize it (Colin/3rd Party) PDF on the website. Track metrics to see how many people are downloading it.
 - Identify Council policies and budgetary choices that negatively impact marginalized areas of the community

Goal 3 will be accomplished as follows:**In Progress:**

- Include the “Partners List” on the new Bridging Bastrop Board web page on the City’s website (LINK to Easy Access)
- Publish successes and analytics on the Bridging Bastrop Board web page (OpenGov)

To succeed, the Bridging Bastrop Board needs the following resources:

1. Staff: access to web page designer, a graphic designer, and access to a media content designer and the media site
2. Supplies: a budget to produce written materials
3. Other:



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Discuss and recommend a proposed process for City Council members to request training opportunities.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The goal of this item is to establish standard travel criteria for Council. After lengthy discussion at the January meeting, it was determined that identifying specific training opportunities in a one sized fits all approach may not serve the best needs of the Council.

Staff reviewed 5 years of data and determined that many items are lumped into the travel and training line item to include the purchase of tables held by the various non-profit events.

To clarify the budget and uncomplicate the process, staff is proposing the following:

\$2,500 allocated to each Council Member. This is the same pot that travel and any request to attend a banquet, etc also be funded.

For example, if a Council Member would like to attend the Chamber of Commerce banquet, the cost of the ticket would be deducted from this amount for the Council Member. Additionally, if the Council Member would like to attend a Texas Municipal League sanctioned event, this would also be deducted from the total amount.

Additionally, isolating items such as the TML December meal, will, in the future, be charged against the City Manager's budget.

FISCAL IMPACT:

None

RECOMMENDATION:

Provide direction to the City Manager regarding the proposed policy and direct to bring back an amendment to the Rules of Procedure.

ATTACHMENTS:

1. 5 year travel detail



City of Bastrop, TX

Item 7B.
Detail Report
Account Detail

Date Range: 10/01/2020 - 09/30/2021

| Account | Name | | | | Beginning Balance | Total Activity | Ending Balance | |
|---------------------------------|---------------------------|--------------------|------------|--------------------------------|-------------------|-----------------|----------------|-----------------|
| Fund: 101 - GENERAL FUND | | | | | | | | |
| <u>101-01-00-5605</u> | TRAVEL & TRAINING | | | | 0.00 | 5,888.66 | 5,888.66 | |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 12/07/2020 | ZDET2020-AP-352... | | | WEBINARS FOR COUNCIL | | | 360.00 | 360.00 |
| 12/07/2020 | ZDET2020-AP-352... | | | LEGISLATIVE WRAP UP COUNCIL | | | 350.00 | 710.00 |
| 12/07/2020 | ZDET2020-AP-352... | | | TML MAYOR TRAINING | | | 165.00 | 875.00 |
| 03/01/2021 | ZDET2020-AP-359... | | | TML CONFERENCE 3/18/2021 - COU | | | 675.00 | 1,550.00 |
| 03/01/2021 | ZDET2020-AP-360... | | | TML CONFERENCE 3/18/2021 - COU | | | 675.00 | 2,225.00 |
| 03/01/2021 | ZDET2020-GL-6221 JE 19227 | | | TML TRAINING WEBINAR MAYOR | | | 95.00 | 2,320.00 |
| 03/01/2021 | ZDET2020-GL-6221 JE 19227 | | | CREDIT FOR OVERPAY - MAYOR TRA | | | -30.00 | 2,290.00 |
| 03/16/2021 | ZDET2020-AP-360... | | | REVERSE VOIDED CHECK | | | -675.00 | 1,615.00 |
| 03/29/2021 | ZDET2020-AP-359... | | | REIMBURSEMENT | | | 54.56 | 1,669.56 |
| 04/06/2021 | ZDET2020-AP-359... | | | SCHROEDER | | | 0.00 | 1,669.56 |
| 04/06/2021 | ZDET2020-AP-359... | | | NELSON | | | 0.00 | 1,669.56 |
| 04/06/2021 | ZDET2020-AP-360... | | | SCHROEDER | | | 15.00 | 1,684.56 |
| 04/06/2021 | ZDET2020-AP-360... | | | NELSON | | | 15.00 | 1,699.56 |
| 04/23/2021 | ZDET2020-PY-1220 | | | PPE 04-18-2021 COB | | | 38.08 | 1,737.64 |
| 04/30/2021 | ZDET2020-AP-362... | | | LUNCH FOR CITY COUNCIL CANDIDA | | | 59.59 | 1,797.23 |
| 04/30/2021 | ZDET2020-AP-362... | | | WASHED PW TRUCK FOR CC CANDIDA | | | 15.00 | 1,812.23 |
| 05/04/2021 | ZDET2020-AP-362... | | | NELSON | | | 15.00 | 1,827.23 |
| 05/04/2021 | ZDET2020-AP-362... | | | SCHROEDER | | | 15.00 | 1,842.23 |
| 05/17/2021 | ZDET2020-AP-364... | | | TML TRAINING - MAYOR SCHROEDER | | | 65.00 | 1,907.23 |
| 06/01/2021 | ZDET2020-AP-364... | | | SCHROEDER | | | 15.00 | 1,922.23 |
| 06/01/2021 | ZDET2020-AP-364... | | | NELSON | | | 15.00 | 1,937.23 |
| 06/15/2021 | ZDET2020-AP-366... | | | TML TRAINING - COUNCIL MEMBER | | | 195.00 | 2,132.23 |
| 06/15/2021 | ZDET2020-AP-366... | | | COOKIES FOR CITY COUNCIL | | | 31.50 | 2,163.73 |
| 06/15/2021 | ZDET2020-AP-366... | | | CH ESS TRAINING - COUNCIL MEMB | | | 100.00 | 2,263.73 |
| 06/15/2021 | ZDET2020-AP-366... | | | CONTINTIAL BREAKFAST FOR COUNC | | | 48.24 | 2,311.97 |
| 07/02/2021 | ZDET2020-PY-1239 | | | PPE 06/27/2021 COB | | | 181.88 | 2,493.85 |
| 07/16/2021 | ZDET2020-AP-368... | | | TML TRAINING - MAYOR | | | 40.00 | 2,533.85 |
| 07/16/2021 | ZDET2020-AP-368... | | | TML TRAINING - COUNCIL MEMBER | | | 175.00 | 2,708.85 |
| 08/16/2021 | ZDET2020-AP-370... | | | LUNCH FOR COUNCIL TRAINING AT | | | 469.81 | 3,178.66 |
| 08/16/2021 | ZDET2020-AP-370... | | | SPLIT - TML CONF 10/6 - PETER | | | 1,660.00 | 4,838.66 |
| 08/17/2021 | ZDET2020-AP-369... | | | NELSON | | | 15.00 | 4,853.66 |
| 08/17/2021 | ZDET2020-AP-369... | | | SCHROEDER | | | 15.00 | 4,868.66 |
| 09/01/2021 | ZDET2020-AP-373... | | | SCHROEDER | | | 15.00 | 4,883.66 |
| 09/01/2021 | ZDET2020-AP-373... | | | NELSON | | | 15.00 | 4,898.66 |
| 09/15/2021 | ZDET2020-AP-373... | | | TML TRAINING - COUNCIL MEMBER | | | 195.00 | 5,093.66 |

Detail Report

Date Range: 10/01/2020 Item 7B. 1

| Account | | Name | | Beginning Balance | Total Activity | Ending Balance | | |
|--|--------------------|-------------------------------|------------|--------------------------------|---------------------------------|---------------------------------|--------|-----------------|
| 101-01-00-5605 | | TRAVEL & TRAINING - Continued | | 0.00 | 5,888.66 | 5,888.66 | | |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 09/15/2021 | ZDET2020-AP-373... | | | TML ECO DEV CONF - MAYOR SCHRO | | | 795.00 | 5,888.66 |
| 09/30/2021 | ZDET2020-AP-374... | | | SCHROEDER | | | 0.00 | 5,888.66 |
| 09/30/2021 | ZDET2020-AP-374... | | | NELSON | | | 0.00 | 5,888.66 |
| Total Fund: 101 - GENERAL FUND: | | | | Beginning Balance: 0.00 | Total Activity: 5,888.66 | Ending Balance: 5,888.66 | | |
| Grand Totals: | | | | Beginning Balance: 0.00 | Total Activity: 5,888.66 | Ending Balance: 5,888.66 | | |



City of Bastrop, TX

Item 7B.
Detail Report
Account Detail

Date Range: 10/01/2021 - 09/30/2022

| Account | Name | | Beginning Balance | Total Activity | Ending Balance | | | |
|---------------------------------|--------------------|--------------------|-------------------|--------------------------------|----------------|-----------------|----------|-----------------|
| Fund: 101 - GENERAL FUND | | | | | | | | |
| <u>101-01-00-5605</u> | TRAVEL & TRAINING | | 0.00 | 20,685.48 | 20,685.48 | | | |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 10/22/2021 | ZDET2022-PY-1264 | | | PPE 10-17-2021 COB | | | 179.91 | 179.91 |
| 11/01/2021 | ZDET2022-AP-379... | | | TML ECO DEV CONF ROGERS | | | 265.00 | 444.91 |
| 11/01/2021 | ZDET2022-AP-379... | | | RETURN CREDIT TML CONF HOTEL | | | -51.96 | 392.95 |
| 11/01/2021 | ZDET2022-AP-379... | | | TML CONF HOUSTON HOTEL CROUC | | | 949.83 | 1,342.78 |
| 11/01/2021 | ZDET2022-AP-379... | | | TML CONF HOUSTON HOTEL MAYOR | | | 845.91 | 2,188.69 |
| 11/01/2021 | ZDET2022-AP-379... | | | TML CONF HOUSTON HOTEL MAYOR | | | 845.91 | 3,034.60 |
| 11/01/2021 | ZDET2022-AP-379... | | | TML CONF HOUSTON HOTEL ROGER | | | 845.91 | 3,880.51 |
| 11/01/2021 | ZDET2022-AP-379... | | | TML ECO DEV CONF CROUCH | | | 265.00 | 4,145.51 |
| 11/01/2021 | ZDET2022-AP-379... | | | TML CONF HOUSTON HOTEL PETER | | | 1,160.73 | 5,306.24 |
| 11/01/2021 | ZDET2022-AP-379... | | | TML CONF HOUSTON HOTEL JACKS | | | 1,053.75 | 6,359.99 |
| 11/03/2021 | ZDET2022-AP-376... | | | NELSON | | | 0.00 | 6,359.99 |
| 11/03/2021 | ZDET2022-AP-376... | | | CROUCH | | | 0.00 | 6,359.99 |
| 11/03/2021 | ZDET2022-AP-376... | | | SCHROEDER | | | 0.00 | 6,359.99 |
| 11/03/2021 | ZDET2022-AP-376... | | | JACKSON | | | 0.00 | 6,359.99 |
| 11/05/2021 | ZDET2022-PY-1269 | | | PPE 10/31/2021 COB | | | 276.44 | 6,636.43 |
| 11/09/2021 | ZDET2022-AP-377... | | | JACKSON | | | 20.00 | 6,656.43 |
| 11/09/2021 | ZDET2022-AP-377... | | | SCHROEDER | | | 20.00 | 6,676.43 |
| 11/09/2021 | ZDET2022-AP-377... | | | CROUCH | | | 20.00 | 6,696.43 |
| 11/09/2021 | ZDET2022-AP-377... | | | NELSON | | | 20.00 | 6,716.43 |
| 12/01/2021 | ZDET2022-AP-381... | | | TML ELECTED OFF CONF - CM ROGE | | | 235.00 | 6,951.43 |
| 12/01/2021 | ZDET2022-AP-381... | | | TML ELECTED OFF CONF - MAYOR A | | | 470.00 | 7,421.43 |
| 01/19/2022 | ZDET2022-AP-382... | | | SCHROEDER | | | 20.00 | 7,441.43 |
| 01/19/2022 | ZDET2022-AP-382... | | | NELSON | | | 20.00 | 7,461.43 |
| 01/28/2022 | ZDET2022-PY-1292 | | | PPE 01-23-2022 COB | | | 230.28 | 7,691.71 |
| 02/01/2022 | ZDET2022-AP-386... | | | CREDIT FOR MAYOR'S REGISTRATIO | | | -235.00 | 7,456.71 |
| 02/01/2022 | ZDET2022-AP-386... | | | TML ELECTED OFF CONF - MPT NEL | | | 235.00 | 7,691.71 |
| 02/25/2022 | ZDET2022-PY-1298 | | | PPE 02-20-2022 COB | | | 329.07 | 8,020.78 |
| 03/02/2022 | ZDET2022-AP-386... | | | CHAMBER LUNCHEON | | | 50.00 | 8,070.78 |
| 03/15/2022 | ZDET2022-AP-387... | | | TML CONFERENCE HOTEL - MAYOR | | | 352.82 | 8,423.60 |
| 03/15/2022 | ZDET2022-AP-387... | | | TML CONFERENCE HOTEL - CM ROGE | | | 352.82 | 8,776.42 |
| 03/15/2022 | ZDET2022-AP-387... | | | TML CONFERENCE HOTEL - CM JACK | | | 352.82 | 9,129.24 |
| 03/15/2022 | ZDET2022-AP-387... | | | WEBINAR TRAINING FOR CM PLUNKE | | | 360.00 | 9,489.24 |
| 03/17/2022 | ZDET2022-AP-386... | | | CROUCH | | | 20.00 | 9,509.24 |
| 03/17/2022 | ZDET2022-AP-386... | | | PLUNKETT | | | 20.00 | 9,529.24 |
| 03/17/2022 | ZDET2022-AP-386... | | | PETERSON | | | 20.00 | 9,549.24 |

Detail Report

Date Range: 10/01/2021 Item 7B. 2

| Account | | Name | | | | Beginning Balance | Total Activity | Ending Balance |
|--------------------------------|--------------------|-------------------------------|------------|--|---|-------------------|----------------|-----------------|
| 101-01-00-5605 | | TRAVEL & TRAINING - Continued | | | | 0.00 | 20,685.48 | 20,685.48 |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 03/17/2022 | ZDET2022-AP-386... | | | JACKSON | | | 20.00 | 9,569.24 |
| 03/17/2022 | ZDET2022-AP-386... | | | SCHROEDER | | | 20.00 | 9,589.24 |
| 03/17/2022 | ZDET2022-AP-386... | | | KIRKLAND | | | 20.00 | 9,609.24 |
| 03/25/2022 | ZDET2022-AP-387... | | | 2022 PRAYOR LUNCH | | | 0.00 | 9,609.24 |
| 03/25/2022 | ZDET2022-PY-1308 | | | PPE 03-20-2022 COB | | | 362.50 | 9,971.74 |
| 03/30/2022 | ZDET2022-AP-388... | 220325 | 128588 | 2022 PRAYER LUNCH | 913058 - BASTROP CHRISTIAN MINISTERIAL... | | 500.00 | 10,471.74 |
| 04/01/2022 | ZDET2022-AP-390... | | | TML SM TOWN CONF - CM ROGERS A | | | 450.00 | 10,921.74 |
| 04/01/2022 | ZDET2022-AP-390... | | | REFUND - CM PLUNKETT AND CM CR | | | -90.00 | 10,831.74 |
| 04/01/2022 | ZDET2022-AP-390... | | | TML BUDGET TRAINING - CM CROUC | | | 190.00 | 11,021.74 |
| 04/01/2022 | ZDET2022-AP-390... | | | TML SM TOWN CONF - CM CROUCH A | | | 450.00 | 11,471.74 |
| 05/01/2022 | ZDET2022-AP-393... | | | 4/26 TML WEBINAR TRAINING - MA | | | 45.00 | 11,516.74 |
| 05/01/2022 | ZDET2022-AP-393... | | | TML SM TOWN CONF - CM KIRKLAND | | | 450.00 | 11,966.74 |
| 05/01/2022 | ZDET2022-AP-393... | | | 4/14 TML WEBINAR TRAINING - MA | | | 45.00 | 12,011.74 |
| 05/05/2022 | ZDET2022-AP-392... | | | PLUNKETT | | | 20.00 | 12,031.74 |
| 05/05/2022 | ZDET2022-AP-392... | | | SCHROEDER | | | 20.00 | 12,051.74 |
| 05/20/2022 | ZDET2022-PY-1322 | | | PPE 05-15-2022 COB | | | 32.29 | 12,084.03 |
| 06/03/2022 | ZDET2022-PY-1323 | | | PPE 05-29-2022 COB | | | 493.18 | 12,577.21 |
| 06/15/2022 | APPKT00031 | INV0000093 | DFT0000009 | HOTEL FOR TML SMALL TOWN CONFER... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 291.54 | 12,868.75 |
| 06/15/2022 | APPKT00031 | INV0000093 | DFT0000009 | TML WEBINAR TRAINING - MAYOR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 65.00 | 12,933.75 |
| 06/15/2022 | APPKT00031 | INV0000093 | DFT0000009 | HOTEL FOR TML SMALL TOWN CONFER... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 268.94 | 13,202.69 |
| 06/15/2022 | APPKT00031 | INV0000093 | DFT0000009 | CREDIT - TML TRAINING MAYOR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | -95.00 | 13,107.69 |
| 06/15/2022 | APPKT00031 | INV0000093 | DFT0000009 | HOTEL FOR TML SMALL TOWN CONFER... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 268.94 | 13,376.63 |
| 06/15/2022 | APPKT00031 | INV0000093 | DFT0000009 | HOTEL FOR TML SMALL TOWN CONFER... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 268.94 | 13,645.57 |
| 06/15/2022 | APPKT00031 | INV0000093 | DFT0000009 | HOTEL FOR TML SMALL TOWN CONFER... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 291.54 | 13,937.11 |
| 06/15/2022 | APPKT00031 | INV0000093 | DFT0000009 | HOTEL FOR TML SMALL TOWN CONFER... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 268.94 | 14,206.05 |
| 06/15/2022 | APPKT00031 | INV0000093 | DFT0000009 | TML BOARD MTG HOTEL STAY - MAYOR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 270.27 | 14,476.32 |
| 07/01/2022 | ZDET2022-PY-1329 | | | PPE 06-26-2022 COB | | | 157.95 | 14,634.27 |
| 07/15/2022 | PYPKT00024 | PYPKT00024 - COB PPE... | | COB PPE 7/10/2022 - Pay 7/15/2022 | | | 48.56 | 14,682.83 |
| 07/15/2022 | APPKT00156 | 2206 DEPTS | DFT0000161 | TML REGION 10 MEETING - 5 MEMBERS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 125.00 | 14,807.83 |
| 07/15/2022 | APPKT00156 | 2206 DEPTS | DFT0000161 | TML TRAINING - COUNCIL MEMBER LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 95.00 | 14,902.83 |
| 07/15/2022 | APPKT00156 | 2206 DEPTS | DFT0000161 | TML TRAINING - COUNCIL MEMBER LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 65.00 | 14,967.83 |
| 07/15/2022 | APPKT00156 | 2206 DEPTS | DFT0000161 | TML NEWLY ELECTED TRAINING - COUN... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 195.00 | 15,162.83 |
| 07/15/2022 | APPKT00156 | 2206 DEPTS | DFT0000161 | TML REGION 10 MEETING - 2 MEMBERS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 50.00 | 15,212.83 |
| 07/15/2022 | APPKT00156 | 2206 DEPTS | DFT0000161 | PARKING - MAYOR AT TML BOARD MTG | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 34.64 | 15,247.47 |
| 08/02/2022 | POPKT00113 | 22437 | 13446 | SCHROEDER | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 15,267.47 |
| 08/15/2022 | POPKT00113 | 22436 | 13446 | PLUNKETT | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 15,287.47 |
| 08/15/2022 | APPKT00206 | 2207 DEPTS | DFT0000241 | TOLL - CAPCOG MTG MAYOR 6/8/22 | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 2.49 | 15,289.96 |
| 08/15/2022 | APPKT00206 | 2207 DEPTS | DFT0000241 | TML CONF REG ROGERS CROUCH LEE ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 1,780.00 | 17,069.96 |
| 08/15/2022 | APPKT00206 | 2207 DEPTS | DFT0000241 | TML CONF REGISTRATION - KIRKLAND | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 445.00 | 17,514.96 |
| 08/15/2022 | APPKT00206 | 2207 DEPTS | DFT0000241 | TML NEW ELECTED ORIENTATION KIRKL... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 390.00 | 17,904.96 |
| 08/26/2022 | PYPKT00178 | PYPKT00178 - 01 PAY... | | PYPKT00178 - COB PPE 8/21/2022 - Pay ... | | | 476.25 | 18,381.21 |
| 09/09/2022 | PYPKT00192 | PYPKT00192 - 01 PAY... | | PYPKT00192 - 01 PAYROLL 08/22 - 09/0... | | | 212.25 | 18,593.46 |

Detail Report

Date Range: 10/01/2021 Item 7B. 2

| Account | | Name | | | | Beginning Balance | Total Activity | Ending Balance |
|--|---------------|-------------------------------|------------|---|--|----------------------------------|----------------------------------|-----------------|
| 101-01-00-5605 | | TRAVEL & TRAINING - Continued | | | | 0.00 | 20,685.48 | 20,685.48 |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 09/15/2022 | APPKT00319 | 2208 DEPTS | DFT0000331 | TML NEW ELECT CONF HOTEL - LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 522.60 | 19,116.06 |
| 09/15/2022 | APPKT00319 | 2208 DEPTS | DFT0000331 | TML NEW ELECT CONF HOTEL - KIRKLA... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 522.60 | 19,638.66 |
| 09/15/2022 | APPKT00319 | 2208 DEPTS | DFT0000331 | TML NEW ELECT CONF HOTEL - PLUNKE... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 522.60 | 20,161.26 |
| 09/15/2022 | APPKT00319 | 2208 DEPTS | DFT0000331 | CREDIT - CM KIRKLAND UNUSED VALLET... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | -75.78 | 20,085.48 |
| 09/16/2022 | POPKT00288 | 22162 | 13568 | SCHROEDER | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 20,105.48 |
| 09/16/2022 | POPKT00288 | 22649 | 13568 | JOHN KIRKLAND | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 20,125.48 |
| 09/16/2022 | POPKT00288 | 22649 | 13568 | CROUCH | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 20,145.48 |
| 09/16/2022 | POPKT00288 | 22649 | 13568 | SCHROEDER | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 20,165.48 |
| 09/16/2022 | POPKT00288 | 22649 | 13568 | PLUNKETT | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 20,185.48 |
| 09/23/2022 | PYPKT00208 | PYPKT00208 - 01 PAY... | | PYPKT00208 - 01 PAYROLL 09/05 - 09/18.. | | | 30.00 | 20,215.48 |
| 09/30/2022 | APPKT00485 | 2209 COB DEPTS | DFT0000471 | TML ECO DEVL P CONF - MAYOR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 270.00 | 20,485.48 |
| 09/30/2022 | APPKT00485 | 2209 COB DEPTS | DFT0000471 | SOCIAL MEDIA WEBINAR - MAYOR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 100.00 | 20,585.48 |
| 09/30/2022 | APPKT00485 | 2209 COB DEPTS | DFT0000471 | SOCIAL MEDIA WEBINAR - COUNCIL M... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 100.00 | 20,685.48 |
| Total Fund: 101 - GENERAL FUND: | | | | | Beginning Balance: 0.00 | Total Activity: 20,685.48 | Ending Balance: 20,685.48 | |
| Grand Totals: | | | | | Beginning Balance: 0.00 | Total Activity: 20,685.48 | Ending Balance: 20,685.48 | |



City of Bastrop, TX

Item 7B.
Detail Report
Account Detail

Date Range: 10/01/2022 - 09/30/2023

| Account | | Name | | | | Beginning Balance | Total Activity | Ending Balance |
|---------------------------------|---------------|------------------------|------------|---|--|-------------------|----------------|-----------------|
| Fund: 101 - GENERAL FUND | | | | | | | | |
| <u>101-01-00-5605</u> | | | | | | 0.00 | 24,033.97 | 24,033.97 |
| TRAVEL & TRAINING | | | | | | | | |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 10/21/2022 | PYPKT00250 | PYPKT00250 - 01 PAY... | | PYPKT00250 - 01 PAYROLL 10/03 - 10/1... | | | 417.60 | 417.60 |
| 10/31/2022 | APPKT00647 | 2210 DEPTS | DFT0000619 | TML YRLY CONF HOTEL - PLUNKETT | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 776.64 | 1,194.24 |
| 10/31/2022 | APPKT00647 | 2210 DEPTS | DFT0000619 | TML YRLY CONF HOTEL - ROGERS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 776.64 | 1,970.88 |
| 10/31/2022 | APPKT00647 | 2210 DEPTS | DFT0000619 | TML YRLY CONF HOTEL - LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 776.64 | 2,747.52 |
| 10/31/2022 | APPKT00647 | 2210 DEPTS | DFT0000619 | TML YRLY CONF HOTEL - KIRKLAND (PA... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 13.30 | 2,760.82 |
| 10/31/2022 | APPKT00647 | 2210 DEPTS | DFT0000619 | TML YRLY CONF HOTEL - MAYOR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 902.28 | 3,663.10 |
| 10/31/2022 | APPKT00647 | 2210 DEPTS | DFT0000619 | TML WEBINAR REGISTRATION - MAYOR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 65.00 | 3,728.10 |
| 10/31/2022 | APPKT00647 | 2210 DEPTS | DFT0000619 | HOTEL: JOHN KIRKLAND - TML CONFER... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 763.34 | 4,491.44 |
| 10/31/2022 | APPKT00647 | 2210 DEPTS | DFT0000619 | HOTEL: JIMMY CROUCH - TML CONFER... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 880.56 | 5,372.00 |
| 10/31/2022 | APPKT00647 | 2210 DEPTS | DFT0000619 | TML ECO DEVL P CONF - PLUNKETT | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 270.00 | 5,642.00 |
| 11/18/2022 | PYPKT00302 | PYPKT00302 - 01 PAY... | | PYPKT00302 - 01 PAYROLL 10//31 - 11/... | | | 35.00 | 5,677.00 |
| 12/15/2022 | APPKT00748 | PNC DEPTS | DFT0000710 | REGISTRATION FOR 4 WEBINARS - MAY... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 180.00 | 5,857.00 |
| 12/15/2022 | APPKT00748 | PNC DEPTS | DFT0000710 | CM LEE TML WEBINAR - KEEP FINGER O... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 5,902.00 |
| 12/15/2022 | APPKT00748 | PNC DEPTS | DFT0000710 | CM LEE TML WEBINAR - WHAT AHEAD T... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 5,947.00 |
| 12/15/2022 | APPKT00748 | PNC DEPTS | DFT0000710 | CM LEE TML WEBINAR - HOT 101 | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 5,992.00 |
| 12/15/2022 | APPKT00748 | PNC DEPTS | DFT0000710 | CM LEE TML WEBINAR - NEW TX LAWS ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 6,037.00 |
| 12/15/2022 | APPKT00748 | PNC DEPTS | DFT0000710 | CM LEE TML WEBINAR - TML CRISIS PI... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 6,082.00 |
| 12/15/2022 | APPKT00748 | PNC DEPTS | DFT0000710 | CM LEE TML WEBINAR - PROPERTY TAX ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 6,127.00 |
| 12/15/2022 | APPKT00748 | PNC DEPTS | DFT0000710 | REAL PLACES 2023 CONF - MAYOR SCH... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 150.00 | 6,277.00 |
| 12/15/2022 | APPKT00748 | PNC DEPTS | DFT0000710 | CM LEE TML WEBINAR - CULTIVATING C... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 6,322.00 |
| 12/28/2022 | POPKT00839 | 23053 | 14130 | MAYOR/COUNCIL LUNCHEONS | 913009 - BASTROP CHAMBER OF COMMER... | | 60.00 | 6,382.00 |
| 12/28/2022 | POPKT00839 | 23274 | 14130 | 2212 CHAMBER LUNCHEON | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 6,402.00 |
| 12/30/2022 | PYPKT00333 | PYPKT00333 - 01 PAY... | | PYPKT00333 - 01 PAYROLL 12/12 - 12/2... | | | 67.50 | 6,469.50 |
| 01/03/2023 | APPKT00717 | 92803 | 14166 | TML PRECONF REG - SCHROEDER | 9139007 - TEXAS MUNICIPAL LEAGUE | | 75.00 | 6,544.50 |
| 01/03/2023 | APPKT00717 | 92804 | 14166 | TML PRECONF REG - ROGERS | 9139007 - TEXAS MUNICIPAL LEAGUE | | 75.00 | 6,619.50 |
| 01/04/2023 | POPKT00839 | 23185 | 14130 | CHAMBER BANQUET TABLE - CITY MAN... | 913009 - BASTROP CHAMBER OF COMMER... | | 1,000.00 | 7,619.50 |
| 01/17/2023 | APPKT00878 | 2212 DEPTS | DFT0000880 | TML CONF ROGERS/SCHROEDER | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 470.00 | 8,089.50 |
| 01/17/2023 | APPKT00878 | 2212 DEPTS | DFT0000880 | MO CHAMBER LUNCH SCHROEDER | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 20.00 | 8,109.50 |
| 02/10/2023 | PYPKT00553 | PYPKT00553 - 01 PAY... | | PYPKT00553 - 01 PAYROLL 01/23 THROU... | | | 34.72 | 8,144.22 |
| 02/16/2023 | APPKT00966 | 2301 DEPTS | DFT0000941 | TML MID YR CONF REGISTRATION - LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 310.00 | 8,454.22 |
| 02/16/2023 | APPKT00966 | 2301 DEPTS | DFT0000941 | HOTEL STAY TML MID YR CONF - SCHRO... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 565.04 | 9,019.26 |
| 02/16/2023 | APPKT00966 | 2301 DEPTS | DFT0000941 | MONTHLY CHAMBER LUNCH - SCHROED... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 20.00 | 9,039.26 |
| 02/16/2023 | APPKT00966 | 2301 DEPTS | DFT0000941 | WEBINAR REGISTRATION - LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 200.00 | 9,239.26 |
| 02/16/2023 | APPKT00966 | 2301 DEPTS | DFT0000941 | HOTEL STAY TML MID YR CONF - LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 565.04 | 9,804.30 |
| 02/16/2023 | APPKT00966 | 2301 DEPTS | DFT0000941 | HOTEL STAY TML MID YR CONF - ROGERS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 565.04 | 10,369.34 |

Detail Report

Date Range: 10/01/2022 Item 7B. 3

| Account | | Name | | | | Beginning Balance | Total Activity | Ending Balance |
|--|---------------|-------------------------------|------------|---|--|----------------------------------|----------------------------------|-----------------|
| <u>101-01-00-5605</u> | | TRAVEL & TRAINING - Continued | | | | 0.00 | 24,033.97 | 24,033.97 |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 02/24/2023 | PYPKT00569 | PYPKT00569 - 01 PAY... | | PYPKT00569 - 01 PAYROLL 02/06-02/19 -.. | | | 36.68 | 10,406.02 |
| 03/10/2023 | PYPKT00581 | PYPKT00581 - 01 PAY... | | PYPKT00581 - 01 PAYROLL 02/20 - 03/05.. | | | 211.25 | 10,617.27 |
| 03/24/2023 | PYPKT00588 | PYPKT00588 - 01 PAY... | | PYPKT00588 - 01 PAYROLL 03/06 - 03/19.. | | | 383.23 | 11,000.50 |
| 04/01/2023 | APPKT01159 | INV0004588 | DFT0001142 | TML MID-YR CONF HOTEL STAY - MAYOR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 95.26 | 11,095.76 |
| 04/01/2023 | APPKT01159 | INV0004588 | DFT0001142 | TML MID-YR CONF HOTEL STAY - CM LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 95.26 | 11,191.02 |
| 04/01/2023 | APPKT01159 | INV0004588 | DFT0001142 | TML SM TOWN CONF REGISTRATION - ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 235.00 | 11,426.02 |
| 04/01/2023 | APPKT01159 | INV0004588 | DFT0001142 | TML SM TOWN CONF REGISTRATION - ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 235.00 | 11,661.02 |
| 04/01/2023 | APPKT01159 | INV0004588 | DFT0001142 | TML SM TOWN CONF REGISTRATION - ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 235.00 | 11,896.02 |
| 04/01/2023 | APPKT01159 | INV0004588 | DFT0001142 | WEBINAR REGISTRATION - CM LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 11,941.02 |
| 04/01/2023 | APPKT01159 | INV0004588 | DFT0001142 | TML LEGIS WRAP UP REGISTRATION - M... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 195.00 | 12,136.02 |
| 04/01/2023 | APPKT01159 | INV0004588 | DFT0001142 | MONTHLY CHAMBER LUNCH SCHROEDE... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 20.00 | 12,156.02 |
| 04/01/2023 | APPKT01159 | INV0004588 | DFT0001142 | WEBINAR REGISTRATION - CM LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 12,201.02 |
| 04/21/2023 | PYPKT00618 | PYPKT00618 - 01 PAY... | | PYPKT00618 - 01 PAYROLL 04/03 - 04/16.. | | | 80.64 | 12,281.66 |
| 05/01/2023 | APPKT01240 | 2304 | DFT0001248 | MONTHLY CHAMBER LUNCH - SCHROED... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 20.00 | 12,301.66 |
| 05/05/2023 | PYPKT00639 | PYPKT00639 - 01 PAY... | | PYPKT00639 - 01 PAYROLL 04/17 - 04/30.. | | | 98.91 | 12,400.57 |
| 05/19/2023 | PYPKT00718 | PYPKT00718 - 01 PAY... | | PYPKT00718 - 01 PAYROLL 05/01 - 05/14.. | | | 36.68 | 12,437.25 |
| 06/01/2023 | APPKT01331 | 2305 | DFT0001344 | CM MEYER TML CONFERENCE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 195.00 | 12,632.25 |
| 06/01/2023 | APPKT01331 | 2305 | DFT0001344 | CM LEE TML BUDGET WEBINAR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 75.00 | 12,707.25 |
| 06/30/2023 | PYPKT00763 | PYPKT00763 - 01 PAY... | | PYPKT00763 - 01 PAYROLL 06/12 - 06/2... | | | 81.22 | 12,788.47 |
| 07/01/2023 | APPKT01431 | 2306 PNC | DFT0001500 | TML TRAINING - MAYOR NELSON | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 195.00 | 12,983.47 |
| 07/01/2023 | APPKT01431 | 2306 PNC | DFT0001500 | CM LEE TML WEBINAR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 65.00 | 13,048.47 |
| 07/01/2023 | APPKT01431 | 2306 PNC | DFT0001500 | TML HOTEL STAY - MAYOR SCHROEDER | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 203.68 | 13,252.15 |
| 08/01/2023 | APPKT01535 | 2307 | DFT0001593 | CM LEE HOTEL STAY TML | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 94.00 | 13,346.15 |
| 08/01/2023 | APPKT01535 | 2307 | DFT0001593 | SPLIT - TML CONF REGIST - 6 (85.71%) | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 3,060.00 | 16,406.15 |
| 08/02/2023 | APPKT01499 | 2308 | 15330 | 2308 CHAMBER LUNCH-KIRKLAND | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 16,426.15 |
| 09/15/2023 | APPKT01654 | INV0007202 | DFT0001726 | TML WEBINAR - CM LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 16,471.15 |
| 09/15/2023 | APPKT01654 | INV0007202 | DFT0001726 | SPLIT - NELSON AUGUST 2023 CHAMBER.. | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 20.00 | 16,491.15 |
| 09/15/2023 | APPKT01654 | INV0007202 | DFT0001726 | CM LEE TML SUBCOM MEMBERSHIP | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 65.00 | 16,556.15 |
| 09/15/2023 | APPKT01654 | INV0007202 | DFT0001726 | TML WEBINAR - CM LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 16,601.15 |
| 09/15/2023 | APPKT01654 | INV0007202 | DFT0001726 | TML WEBINAR - CM LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 16,646.15 |
| 09/30/2023 | APPKT01796 | INV0007805 | DFT0001888 | TML CONFERENCE HOTEL - L NELSON | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 946.59 | 17,592.74 |
| 09/30/2023 | APPKT01796 | INV0007805 | DFT0001888 | TML CONFERENCE HOTEL- C M | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 919.62 | 18,512.36 |
| 09/30/2023 | APPKT01796 | INV0007805 | DFT0001888 | TML CONFERENCE HOTEL K PLUNKETT | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 919.62 | 19,431.98 |
| 09/30/2023 | APPKT01796 | INV0007805 | DFT0001888 | TML CONFERENCE HOTEL- S CARILLO | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 946.59 | 20,378.57 |
| 09/30/2023 | APPKT01796 | INV0007805 | DFT0001888 | TML CONFERENCE HOTEL- J CROUCH | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 919.62 | 21,298.19 |
| 09/30/2023 | APPKT01796 | INV0007805 | DFT0001888 | TML ECO DEV CONF - MAYOR NELSON ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 590.00 | 21,888.19 |
| 09/30/2023 | APPKT01796 | INV0007805 | DFT0001888 | TML CONFERENCE HOTEL J KIRKLAND | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 919.62 | 22,807.81 |
| 09/30/2023 | APPKT01796 | INV0007805 | DFT0001888 | TML CONFERENCE HOTEL DEPOSIT C LEE. | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 1,226.16 | 24,033.97 |
| Total Fund: 101 - GENERAL FUND: | | | | | Beginning Balance: 0.00 | Total Activity: 24,033.97 | Ending Balance: 24,033.97 | |
| Grand Totals: | | | | | Beginning Balance: 0.00 | Total Activity: 24,033.97 | Ending Balance: 24,033.97 | |



City of Bastrop, TX

Item 7B.
Detail Report
Account Detail

Date Range: 10/01/2023 - 09/30/2024

| Account | Name | | Beginning Balance | Total Activity | Ending Balance | | | |
|---------------------------------|-------------------|------------------------|-------------------|---|--|-----------------|----------|-----------------|
| Fund: 101 - GENERAL FUND | | | | | | | | |
| <u>101-01-00-5605</u> | TRAVEL & TRAINING | | 0.00 | 18,411.70 | 18,411.70 | | | |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 11/15/2023 | APPKT01955 | INV0008551 | DFT0002080 | TRAINING FOR LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 40.00 | 40.00 |
| 11/15/2023 | APPKT01955 | INV0008551 | DFT0002080 | TML - CARRILLO | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 90.94 | 130.94 |
| 11/15/2023 | APPKT01955 | INV0008551 | DFT0002080 | TML - LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 194.84 | 325.78 |
| 12/14/2023 | POPKT02325 | 22763 | 152615 | TML CONFERENCE LUNCH | 9115280 - HAM BONZ SOUL FOOD | | 1,305.14 | 1,630.92 |
| 12/15/2023 | APPKT02026 | 2311 | DFT0002178 | TML REGION 10 SUPPLIES | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 25.81 | 1,656.73 |
| 12/15/2023 | APPKT02026 | 2311 | DFT0002178 | REGION 10 TML DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 68.20 | 1,724.93 |
| 12/15/2023 | APPKT02026 | 2311 | DFT0002178 | GALA 2 TABLES FAMILY CRISIS CENTER | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 1,360.00 | 3,084.93 |
| 12/15/2023 | APPKT02026 | 2311 | DFT0002178 | TRAINING - C LEE WEBINAR | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 28.84 | 3,113.77 |
| 01/03/2024 | POPKT02375 | 25492 | 15940 | Bastrop Chamber Annual Banquet | 913009 - BASTROP CHAMBER OF COMMER... | | 1,100.00 | 4,213.77 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | TML DINNER REGION 10 CHARCUTERIE ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 150.01 | 4,363.78 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | REGION 10 TML PARTY DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 86.59 | 4,450.37 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | TML REGION 10 DINNER CATERER | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 1,539.86 | 5,990.23 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | NELSON - MIDYR TML CONF | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 275.00 | 6,265.23 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | LEE - MIDYR TML CONF | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 275.00 | 6,540.23 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | REGION 10 DINNER TML RAFFLE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 97.04 | 6,637.27 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | LEE - WEBINAR TX RETAIL 2024 | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 6,682.27 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | TML REGION 10 DINNER DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 78.85 | 6,761.12 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | TML REGION 10 DINNER DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 51.93 | 6,813.05 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | TML REGION 10 DINNER DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 29.22 | 6,842.27 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | TML REGION 10 DINNER DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 32.45 | 6,874.72 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | TML REGION 10 DINNER DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 10.81 | 6,885.53 |
| 01/15/2024 | APPKT02096 | INV0009113 | DFT0002258 | RAFFLE GIFT- FRAMED PICTURE OF THE... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 43.21 | 6,928.74 |
| 01/31/2024 | POPKT02504 | 26270 | 16028 | KIRKLAND LUNCHEONS | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 6,948.74 |
| 02/01/2024 | POPKT02498 | 26111 | 16028 | MAYOR/COUNCIL LUNCHEONS | 913009 - BASTROP CHAMBER OF COMMER... | | 20.00 | 6,968.74 |
| 02/15/2024 | APPKT02265 | INV0010040 | DFT0002466 | WEBINAR TRAINING FOR MAYOR NELS... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 125.00 | 7,093.74 |
| 03/11/2024 | POPKT02632 | 202412 | 152927 | SPORTSMEN'S BANQUET TABLE | 913490 - BASTROP EDUCATION FOUNDATI... | | 1,500.00 | 8,593.74 |
| 03/15/2024 | APPKT02414 | INV0010620 | DFT0002608 | WEBINAR FOR COUNCIL MEMBER LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 8,638.74 |
| 03/15/2024 | APPKT02414 | INV0010620 | DFT0002608 | COUNCIL MEMBER LEE REGISTRATION ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 150.00 | 8,788.74 |
| 03/15/2024 | APPKT02414 | INV0010620 | DFT0002608 | WEBINAR FOR COUNCIL MEMBER LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 8,833.74 |
| 03/15/2024 | APPKT02414 | INV0010620 | DFT0002608 | TML WEBINAR SERIES FOR MAYOR AND... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 95.00 | 8,928.74 |
| 03/15/2024 | APPKT02414 | INV0010620 | DFT0002608 | HOTEL FOR LOUISIANA - ISHMAEL HARR... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 339.58 | 9,268.32 |
| 03/15/2024 | APPKT02414 | INV0010620 | DFT0002608 | PIZZA LUNCH FOR LUCK DESIGNS MEETI... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 100.86 | 9,369.18 |
| 03/15/2024 | APPKT02414 | INV0010620 | DFT0002608 | LAMINATED MAPS GIS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 77.25 | 9,446.43 |
| 03/15/2024 | GLPKT12566 | 27348 | | RCLS ISHMAEL MARDI GRA TO ALIGN W/.. | | | -339.58 | 9,106.85 |
| 03/22/2024 | PYPKT01406 | PYPKT01406 - 01 PAY... | | PYPKT01406 - 01 PAYROLL 03/04 - 03/1... | | | 83.65 | 9,190.50 |

Detail Report

Date Range: 10/01/2023 Item 7B. 4

| Account | | Name | | | | Beginning Balance | Total Activity | Ending Balance |
|--|---------------|-------------------------------|------------|---|--|----------------------------------|----------------------------------|-----------------|
| <u>101-01-00-5605</u> | | TRAVEL & TRAINING - Continued | | | | 0.00 | 18,411.70 | 18,411.70 |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | COOKIES FOR MEETING SIT W. SYLVIA | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 26.94 | 9,217.44 |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | PIZZA FOR MEETING LUNCH | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 41.78 | 9,259.22 |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | DONUTS SIT W/SYLVIA | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 31.40 | 9,290.62 |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | CREDIT FOR DOC JACKSON ROOM | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | -87.91 | 9,202.71 |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | HEB BOX LUNCHESES MEETING | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 160.33 | 9,363.04 |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | COUNCIL MEMBER LEE CONF REGISTRAT.. | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 235.00 | 9,598.04 |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | SCHLOTZKEYS DISPUTED CHARGE WILL ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 36.73 | 9,634.77 |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | MAYOR HOTEL STAY FOR TML CONF | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 139.00 | 9,773.77 |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | COUNCIL MEMBER LEE HOTEL STAY FOR... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 421.70 | 10,195.47 |
| 03/30/2024 | APPKT02473 | 2403 | DFT0002678 | COUNCIL MEMBER CROUCH REGISTRAT... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 150.00 | 10,345.47 |
| 04/05/2024 | PYPKT01426 | PYPKT01426 - 01 PAY... | | PYPKT01426 - 01 PAYROLL 03/18 - 03/3... | | | 83.65 | 10,429.12 |
| 05/17/2024 | PYPKT01487 | PYPKT01487 - 01 PAY... | | PYPKT01487 - 01 PAYROLL 04/29 - 05/1... | | | 330.98 | 10,760.10 |
| 06/11/2024 | APPKT02549 | 27254 | 16737 | LUNCHEON TABLE FOR COUNCIL | 913009 - BASTROP CHAMBER OF COMMER... | | 150.00 | 10,910.10 |
| 06/15/2024 | APPKT02686 | INV0011913 | DFT0002885 | hosted dinner after speaker Dr Andrea ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 777.00 | 11,687.10 |
| 06/15/2024 | APPKT02686 | INV0011913 | DFT0002885 | TML dues for Sylvia Carrillo Trevino | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 500.00 | 12,187.10 |
| 06/15/2024 | APPKT02686 | INV0011913 | DFT0002885 | REGISTRATION FOR TML CONF FOR CM ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 225.00 | 12,412.10 |
| 06/15/2024 | APPKT02686 | INV0011913 | DFT0002885 | HOTEL FOR CM LEE FOR TML SMALL T... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 268.94 | 12,681.04 |
| 07/12/2024 | PYPKT01544 | PYPKT01544 - 01 PAY... | | PYPKT01544 - 01 PAYROLL 06/24 - 07/0... | | | 325.08 | 13,006.12 |
| 07/15/2024 | APPKT02822 | INV0012399 | DFT0003051 | CM FOSSLER - TML LAND USE WORKSH... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 185.00 | 13,191.12 |
| 07/15/2024 | APPKT02822 | INV0012399 | DFT0003051 | CREDIT REFUND FOR TCMA CONFERENC... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | -500.00 | 12,691.12 |
| 07/15/2024 | APPKT02822 | INV0012399 | DFT0003051 | CM LEE - TML WEBINAR REGISTRATION | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 12,736.12 |
| 07/15/2024 | APPKT02822 | INV0012399 | DFT0003051 | CM LEE AND CM FOSSLER - TML WEBIN... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 90.00 | 12,826.12 |
| 07/15/2024 | APPKT02822 | INV0012399 | DFT0003051 | CM LEE - TML LAND USE WORKSHOP RE... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 185.00 | 13,011.12 |
| 07/15/2024 | APPKT02822 | INV0012399 | DFT0003051 | FRAUD CHARGE - MEMO ATTACHED | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 2,422.72 | 15,433.84 |
| 07/15/2024 | APPKT02822 | INV0012399 | DFT0003051 | PUBLICATION - ORDINANCE NO 2023-38 | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 81.44 | 15,515.28 |
| 07/15/2024 | APPKT02822 | INV0012399 | DFT0003051 | CM FOSSLER - TML WEBINAR REGISTRAT.. | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 45.00 | 15,560.28 |
| 08/15/2024 | APPKT02917 | INV0012849 | DFT0003153 | CREDIT - FRAUD CHARGE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | -2,422.72 | 13,137.56 |
| 08/15/2024 | APPKT02917 | INV0012849 | DFT0003153 | TML WEBINAR FOR COUNCIL MEMBER ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 95.00 | 13,232.56 |
| 08/15/2024 | APPKT02917 | INV0012849 | DFT0003153 | SPLIT - TML YRLY CONF REGISTRATION ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 3,060.00 | 16,292.56 |
| 09/13/2024 | APPKT03097 | INV0013476 | DFT0003337 | SERVICE FEE CITY OF BUDA TML | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 5.78 | 16,298.34 |
| 09/13/2024 | APPKT03097 | INV0013476 | DFT0003337 | TML REGION MEETING REGISTRATION | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 175.00 | 16,473.34 |
| 09/30/2024 | GLPKT12306 | 27233 | | ALLOCATE CC EXPENDITURES INTO CORX.. | | | 1,938.36 | 18,411.70 |
| Total Fund: 101 - GENERAL FUND: | | | | | Beginning Balance: 0.00 | Total Activity: 18,411.70 | Ending Balance: 18,411.70 | |
| Grand Totals: | | | | | Beginning Balance: 0.00 | Total Activity: 18,411.70 | Ending Balance: 18,411.70 | |



City of Bastrop, TX

Item 7B.
Detail Report
Account Detail

Date Range: 10/01/2024 - 02/28/2025

| Account | Name | | Beginning Balance | Total Activity | Ending Balance | | | |
|---|---------------|------------------------|-------------------|---|--|-----------------|-----------|-----------------|
| Fund: 101 - GENERAL FUND | | | | | | | | |
| <u>101-01-00-5605</u> TRAVEL & TRAINING | | | | | | | | |
| | | | 0.00 | 15,792.86 | 15,792.86 | | | |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 10/01/2024 | GLPKT12313 | 27234 | | ALLOCATE CC EXPENDITURES INTO CORX.. | | | -1,938.36 | -1,938.36 |
| 10/03/2024 | APPKT02983 | 2410 TML | 154303 | PER DIEM 2024 TML | 9125381 - MEYER, CYNTHIA | | 172.50 | -1,765.86 |
| 10/03/2024 | APPKT02983 | 2410 TML | 154299 | PER DIEM 2024 TML | 9111188 - FOSSLER, KERRY | | 421.06 | -1,344.80 |
| 10/03/2024 | APPKT02983 | 2410 TML | 154300 | PER DIEM 2024 TML | 9121137 - KIRKLAND, JOHN | | 172.50 | -1,172.30 |
| 10/03/2024 | APPKT02983 | 2410 TML | 154305 | PER DIEM 2024 TML | 9131290 - PLUNKETT, KEVIN | | 356.08 | -816.22 |
| 10/03/2024 | APPKT02983 | 2410 TML | 154301 | PER DIEM 2024 TML | 9123272 - LEE, CHERYL | | 613.60 | -202.62 |
| 10/03/2024 | APPKT02983 | 2410 TML | 154302 | PER DIEM FOR 2024 TML | 9127086 - LYLE NELSON | | 421.06 | 218.44 |
| 10/04/2024 | PYPKT01804 | PYPKT01804 - 01 PAY... | | PYPKT01804 - 01 PAYROLL 09/16 - 9/29... | | | 162.14 | 380.58 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | TML EDC CONFERENCE REGISTRATION - ... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 885.00 | 1,265.58 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | NATIONAL POLICE WOMENS DAY LUNCH | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 198.02 | 1,463.60 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | TML ECONOMIC DEV CONFERENCE REGI... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 295.00 | 1,758.60 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | TML REGION 10 MEETING DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 8.98 | 1,767.58 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | TML REGION 10 MEETING DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 124.97 | 1,892.55 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | TML REGION 10 MEETING DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 20.59 | 1,913.14 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | TML REGION 10 MEETING DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 34.98 | 1,948.12 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | TML REGION 10 MEETING DECORATIONS | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 10.82 | 1,958.94 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | TABCCM MEMBERSHIP RENEWAL - LEE | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 65.00 | 2,023.94 |
| 10/16/2024 | APPKT03320 | INV0014401 | DFT0003555 | TML ECONOMIC DEV CONF REGISTRATI... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 295.00 | 2,318.94 |
| 10/18/2024 | PYPKT01815 | PYPKT01815 - 01 PAY... | | PYPKT01815 - 01 PAYROLL 09/30-10/13 -.. | | | 749.66 | 3,068.60 |
| 10/31/2024 | GLPKT12565 | 27347 | | RCLS EXPENDITURE TO CM DEPT | | | -198.02 | 2,870.58 |
| 11/15/2024 | APPKT03352 | INV0014462 | DFT0003605 | CASA CASINO NIGHT | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 615.00 | 3,485.58 |
| 11/15/2024 | APPKT03352 | INV0014462 | DFT0003605 | HOTEL TML D JACKSON | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 1,053.03 | 4,538.61 |
| 11/15/2024 | APPKT03352 | INV0014462 | DFT0003605 | CM LEE WORKSHOP REG | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 195.00 | 4,733.61 |
| 11/15/2024 | APPKT03352 | INV0014462 | DFT0003605 | CREDIT FOR RETURN | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | -20.59 | 4,713.02 |
| 12/20/2024 | APPKT03481 | INV0014874 | DFT0003746 | Purchase Sq *family Crisis Center gala t... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 850.00 | 5,563.02 |
| 12/20/2024 | APPKT03481 | INV0014874 | DFT0003746 | Purchase Dollar Tree ..frames for raffle i... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 22.50 | 5,585.52 |
| 12/20/2024 | APPKT03481 | INV0014874 | DFT0003746 | Purchase Hobby-Lobby #668 TML Region.. | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 105.54 | 5,691.06 |
| 12/20/2024 | APPKT03480 | INV0014871 | DFT0003746 | Purchase Hilton Americas Houston S | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 615.42 | 6,306.48 |
| 12/20/2024 | APPKT03480 | INV0014871 | DFT0003746 | Purchase Four Seasons Houstn | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 698.80 | 7,005.28 |
| 12/20/2024 | APPKT03480 | INV0014871 | DFT0003746 | Purchase Four Seasons Houstn | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 1,226.82 | 8,232.10 |
| 12/20/2024 | APPKT03480 | INV0014871 | DFT0003746 | Purchase Four Seasons Houstn | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 698.80 | 8,930.90 |
| 12/20/2024 | APPKT03480 | INV0014871 | DFT0003746 | Purchase Hilton Americas Houston S | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 923.13 | 9,854.03 |
| 12/20/2024 | APPKT03480 | INV0014871 | DFT0003746 | Purchase Four Seasons Houstn | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 1,335.08 | 11,189.11 |
| 12/20/2024 | APPKT03480 | INV0014871 | DFT0003746 | Purchase Hilton Americas Houston S | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 615.42 | 11,804.53 |
| 01/10/2025 | PYPKT01934 | PYPKT01934 - 01 PAY... | | PYPKT01934 - 01 PAYROLL 12/23 - 01/0... | | | 211.86 | 12,016.39 |

Detail Report

Date Range: 10/01/2024 Item 7B. 5

| Account | Name | | Beginning Balance | Total Activity | Ending Balance | | | |
|--|-------------------------------|--------------------|--------------------------------|---|--|-----------------|----------|-----------------|
| 101-01-00-5605 | TRAVEL & TRAINING - Continued | | 0.00 | 15,792.86 | 15,792.86 | | | |
| Post Date | Packet Number | Source Transaction | Pmt Number | Description | Vendor | Project Account | Amount | Running Balance |
| 01/16/2025 | APPKT03530 | INV0015016 | DFT0003813 | CM Lee hotel for TABCCM meeting | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 139.02 | 12,155.41 |
| 01/16/2025 | APPKT03530 | INV0015016 | DFT0003813 | CM Lee hotel market purchase - TABCC... | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 3.96 | 12,159.37 |
| 01/16/2025 | APPKT03530 | INV0015016 | DFT0003813 | Purchase Amazon Mktpl | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 31.98 | 12,191.35 |
| 01/16/2025 | APPKT03530 | INV0015016 | DFT0003813 | Purchase In *bp Casa Mia Llc | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 2,303.04 | 14,494.39 |
| 01/16/2025 | APPKT03530 | INV0015016 | DFT0003813 | Purchase H-E-B #582 | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 149.72 | 14,644.11 |
| 01/16/2025 | APPKT03530 | INV0015016 | DFT0003813 | Purchase Dollartree | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 13.75 | 14,657.86 |
| 01/16/2025 | APPKT03530 | INV0015016 | DFT0003813 | Purchase Bastrop Chamber Of Com | 9131264 - PNC BANK NATIONAL ASSOCIATI... | | 1,135.00 | 15,792.86 |
| Total Fund: 101 - GENERAL FUND: | | | Beginning Balance: 0.00 | Total Activity: 15,792.86 | Ending Balance: 15,792.86 | | | |
| Grand Totals: | | | Beginning Balance: 0.00 | Total Activity: 15,792.86 | Ending Balance: 15,792.86 | | | |



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending January 2025.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

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

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-2023-123 on August 22, 2023.

January Highlights Include:

- All funds have a positive bottom line

Items to Draw Attention to Include:

Revenue

- Sales Tax proceeds actuals to forecast is running extremely close.
- Property Tax proceeds are up 24.94%, or \$935,479, compared to the forecast. This is due to majority of property tax revenues being received Dec-Feb.
- Impact Fees are 31% below forecast. That number is down from 41% in December.
- W/WW proceeds exceed the forecast by 7.81% or \$221,659.
- Electric's revenue is within 2% of forecast. We have not had as cold of a winter.
- HOT proceeds exceed the forecast by 16.9% or \$201,073.
- Development Services exceeded the forecast by 30.2%, or \$182,128. Revenues have exceeded the forecast every month this FY with the exception of November.

Expenditures

- General Fund expenses are running 97.7% to the forecast. This is due to the upfront cost of software as well as hail damage repair to vehicles and facilities.
- Water/Wastewater fund expenditures are 97.6% below forecast. This is in part due to a large equipment/software maintenance expense in the 1st quarter. Utilities costs are also exceeding the forecast in the WW Treatment division as a result of operational needs.
- Electric's expenses are 5.2% below forecast. Which contributions to the funds are positive bottom line since anticipated revenues are running so tightly w/ projections.
- HOT funds are 100% of the forecasted expenses. This is due to some of the timing of organizational expenses as well as city sponsor events.
- Development Services are operating at 94.9% of forecast.

CITY OF BASTROP

Comprehensive Monthly Financial Report

January 2025
● ● ● ● ● ● ● ●



Performance at a Glance as of January 31, 2025



| | | YEAR TO DATE | REFERENCE |
|---|---|--------------|-----------|
| ALL FUNDS SUMMARY | | | |
| ALL FUNDS SUMMARY | | POSITIVE | Page 3-4 |
| SALES TAXES | | WARNING | 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 | | WARNING | Page 10 |
| HOTEL OCCUPANCY TAX REVENUES | | POSITIVE | Page 11 |
| HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION | | POSITIVE | Page 12 |
| DEVELOPMENT SERVICES REVENUES | | POSITIVE | Page 13 |
| DEVELOPMENT SERVICES EXPENDITURES BY DIVISION | | POSITIVE | Page 14 |
| LEGAL FEES BY ATTORNEY/CATEGORY | | POSITIVE | Page 15 |
| PERFORMANCE INDICATORS | | | |
| POSITIVE | = Positive variance or negative variance < 1% compared to seasonal trends | | |
| WARNING | = Negative variance of 1-5% compared to seasonal trends | | |
| NEGATIVE | = Negative variance of > 5% compared to seasonal trends | | |

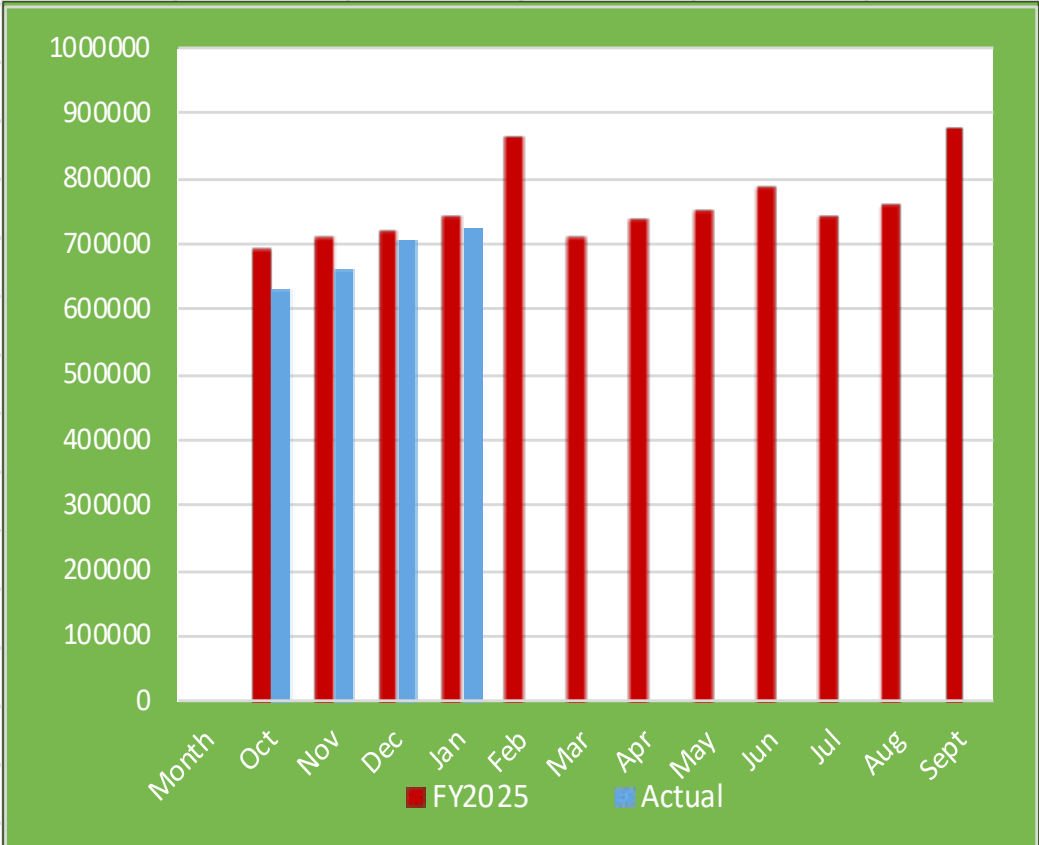
| BUDGET SUMMARY OF ALL FUNDS | | | | |
|---------------------------------|--|-------------------------------|-----------------------------|-----------------|
| | FY2025 <u>Approved Budget</u> | FY2025 <u>Forecast YTD</u> | FY2025 <u>Actual YTD</u> | <u>Variance</u> |
| <u>Revenues:</u> | | | | |
| General | \$ 18,841,342 | \$ 7,646,079 | \$ 8,481,943 | 10.9% |
| Designated | 92,210 | 28,870 | 38,387 | 33.0% |
| General Fund One-time | 8,000 | 2,667 | 3,729 | 39.8% |
| Development Services | 1,930,000 | 603,333 | 785,460 | 30.2% |
| Street Maintenance | 3,039,000 | 950,435 | 940,851 | -1.0% |
| General Fund Debt Service | 4,529,812 | 2,929,289 | 3,589,803 | 22.5% |
| CIP Gneral Gov't Projects | 841,057 | 280,352 | - | -100.0% |
| Land Acquisition | - | - | 6,539 | 0.0% |
| Water/Wastewater | 9,628,000 | 2,836,730 | 3,058,389 | 7.8% |
| Water/Wastewater Debt | 6,617,960 | 1,847,887 | 2,242,990 | 21.4% |
| Water/Wastewater Capital Proj | 140,000 | 46,667 | 56,666 | 21.4% |
| Impact Fees | 3,415,997 | 838,666 | 578,499 | -31.0% |
| Vehicle & Equipment Replacement | 2,195,311 | 1,173,104 | 1,185,043 | 1.0% |
| Electric | 9,484,000 | 2,737,216 | 2,699,093 | -1.4% |
| HOT Tax Fund | 3,958,000 | 1,244,349 | 1,388,930 | 11.6% |
| Library Board | 21,000 | 7,000 | 9,344 | 33.5% |
| Cemetery (Adjusted due to CIP) | 202,800 | 13,600 | 68,195 | 401.4% |
| Capital Bond Projects | 387,500 | 63,675 | 539,815 | 747.8% |
| Grant Fund | 6,667,945 | - | 243,967 | 0.0% |
| Park/Trail Land Dedicaiton | 1,865 | 622 | 685 | 10.1% |
| Hunter's Crossing PID | 581,279 | 187,009 | 446,894 | 139.0% |
| Bastrop EDC | 1,402,572 | 348,125 | 690,561 | 98.4% |
| TOTAL REVENUES | \$ 73,985,650 | \$ 23,785,675 | \$ 27,055,784 | 13.7% |
| POSITIVE | = Positive variance or negative variance < 1% compared to forecast | | | |
| WARNING | = Negative variance of 1-5% compared to forecast | | | |
| NEGATIVE | = Negative variance of >5% compared to forecast | | | |

| BUDGET SUMMARY OF ALL FUNDS | | | | | | |
|---------------------------------|------------------------|--|----------------------|--|----------------------|-----------------|
| | FY2025 | | FY2025 | | FY2025 | |
| | <u>Approved Budget</u> | | <u>Forecast YTD</u> | | <u>Actual YTD</u> | <u>Variance</u> |
| <u>Expense:</u> | | | | | | |
| General | \$ 18,675,313 | | \$ 6,973,606 | | \$ 6,814,840 | -2.3% |
| Designated | 234,800 | | 78,267 | | 7,341 | -90.6% |
| General Fund One-time | 131,000 | | 51,000 | | 8,571 | -83.2% |
| Development Services | 1,848,655 | | 616,218 | | 584,914 | -5.1% |
| Street Maintenance | 3,039,000 | | 1,013,000 | | 969,238 | -4.3% |
| Debt Service | 4,529,812 | | 1,326,000 | | 1,275,401 | -3.8% |
| General Gov't Projects | 839,557 | | 258,000 | | 147,441 | -42.9% |
| Land Acquisition | 287,483 | | 287,483 | | 302,710 | 5.3% |
| Water/Wastewater | 11,487,621 | | 5,045,695 | | 4,925,237 | -2.4% |
| Water/Wastewater Debt | 6,617,959 | | 1,744,000 | | 1,743,309 | 0.0% |
| Water/Wastewater Capital Proj. | 140,000 | | 40,000 | | 28,692 | -28.3% |
| Revenue Bond, Series 2020 | - | | - | | 11,907 | 0.0% |
| CO, Series 2021 | 1,264,772 | | 650,000 | | 475,946 | -26.8% |
| CO, Series 2024 | 36,845,000 | | 12,281,667 | | 10,094,633 | -17.8% |
| Impact Fees | 3,707,000 | | 1,235,667 | | 976,000 | -21.0% |
| Vehicle & Equipment Replacement | 2,905,368 | | 1,393,131 | | 1,086,838 | -22.0% |
| Electric | 9,348,350 | | 2,973,406 | | 2,818,728 | -5.2% |
| HOT Tax Fund | 4,040,117 | | 1,950,580 | | 2,049,666 | 5.1% |
| Library Board | 18,800 | | 6,267 | | - | -100.0% |
| Cemetery | 815,567 | | 279,189 | | 138,750 | -50.3% |
| Hunter's Crossing PID | 559,019 | | 42,373 | | 52,273 | 23.4% |
| CO, Series 2018 | 494,000 | | 164,667 | | 28,164 | 0.0% |
| Limited Tax Note, Series 2020 | 32,500 | | 10,833 | | - | 0.0% |
| America Rescue Plan | 2,433,071 | | - | | - | 0.0% |
| CO, Series 2022 | 2,241,950 | | 747,317 | | - | -100.0% |
| CO, Series 2023 | 13,500,000 | | 4,500,000 | | 262,147 | 0.0% |
| Grant Fund | 6,667,944 | | 2,222,648 | | 239,697 | -89.2% |
| Bastrop EDC | 2,236,916 | | 778,972 | | 1,446,026 | 85.6% |
| TOTAL EXPENSES | \$ 134,941,573 | | \$ 46,669,985 | | \$ 36,488,469 | -21.8% |

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

| REVENUE ANALYSIS | | | |
|---------------------|---|---------------------|-----------------------|
| SALES TAX REVENUE | | | |
| | FY2025 | FY2025 | Monthly |
| Month | Forecast | Actual | Variance |
| Oct | \$ 689,300 | \$ 626,031 | \$ (63,269) |
| Nov | 707,739 | 658,040 | \$ (49,699) |
| Dec | 718,037 | 702,305 | \$ (15,732) |
| Jan | 737,318 | 718,616 | \$ (18,702) |
| Feb | 857,617 | | \$ (857,617) |
| Mar | 706,878 | | \$ (706,878) |
| Apr | 735,733 | | \$ (735,733) |
| May | 745,204 | | \$ (745,204) |
| Jun | 782,145 | | \$ (782,145) |
| Jul | 740,425 | | \$ (740,425) |
| Aug | 758,253 | | \$ (758,253) |
| Sept | 871,351 | | \$ (871,351) |
| Total | \$ 9,050,000 | \$ 2,704,992 | \$ (6,345,008) |
| Cumulative Forecast | \$ 2,852,394 | | |
| Actual to Forecast | \$ (147,402) | -5.2% | |
| WARNING | Sales Tax is 50% of the total budgeted revenue for General Fund. As of January the year-to-date revenue is 5% less than forecast. | | |

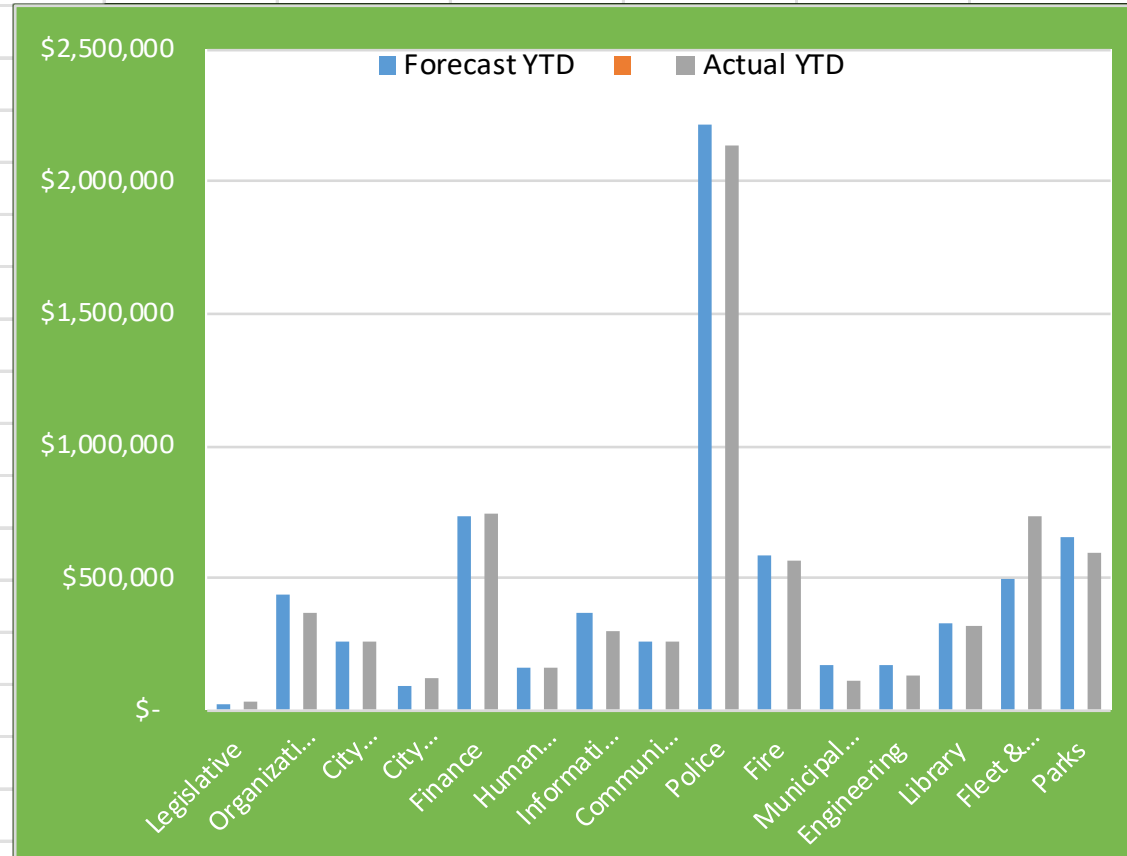


| REVENUE ANALYSIS | | | |
|----------------------|---------------------|---------------------|---------------------|
| PROPERTY TAX REVENUE | | | |
| Month | FY2025 Forecast | FY2025 Actual | Monthly Variance |
| Oct | \$ 3,000 | \$ 128 | \$ (2,872) |
| Nov | 382,682 | 63,053 | \$ (319,629) |
| Dec | 1,366,820 | 2,822,881 | \$ 1,456,061 |
| Jan | 1,997,776 | 1,799,695 | \$ (198,081) |
| Feb | 1,640,064 | | \$ (1,640,064) |
| Mar | 10,934 | | \$ (10,934) |
| Apr | 21,868 | | \$ (21,868) |
| May | 21,868 | | \$ (21,868) |
| Jun | 5,467 | | \$ (5,467) |
| Jul | 5,467 | | \$ (5,467) |
| Aug | 5,467 | | \$ (5,467) |
| Sept | 5,467 | | \$ (5,467) |
| Total | \$ 5,466,880 | \$ 4,685,757 | \$ (781,123) |
| Cumulative Forecast | \$ 3,750,278 | | |
| Actual to Forecast | \$ 935,479 | 24.94% | |

| Month | Forecast | Actual |
|-------|-------------|-------------|
| Oct | \$3,000 | \$128 |
| Nov | \$382,682 | \$63,053 |
| Dec | \$1,366,820 | \$2,822,881 |
| Jan | \$1,997,776 | \$1,799,695 |
| Feb | \$1,640,064 | \$0 |
| Mar | \$10,934 | \$0 |
| Apr | \$21,868 | \$0 |
| May | \$21,868 | \$0 |
| Jun | \$5,467 | \$0 |
| Jul | \$5,467 | \$0 |
| Aug | \$5,467 | \$0 |
| Sept | \$5,467 | \$0 |

| | |
|-----------------|---|
| POSITIVE | Property tax represents 30.7% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. December's year to date actual to forecast was at 64.68% however in January we see that trend become more stabilized at 24.94%. |
|-----------------|---|

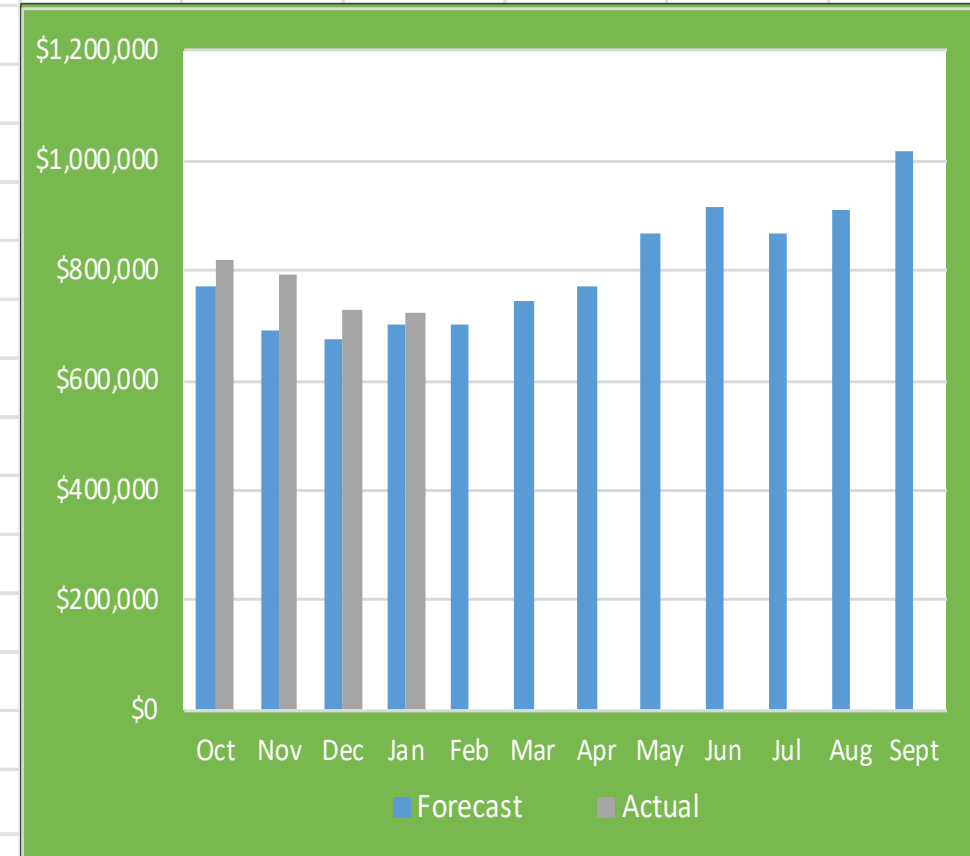
| EXPENSE ANALYSIS | | | |
|------------------------------------|---------------------|---------------------|---------------------|
| GENERAL FUND EXPENDITURES BY DEPT. | | | |
| Division | FY2025 Forecast YTD | FY2025 Actual YTD | Variance |
| Legislative | \$ 25,196 | \$ 28,652 | \$ 3,456 |
| Organizational | 432,722 | 366,253 | \$ (66,469) |
| City Manager | 257,492 | 256,043 | \$ (1,449) |
| City Secretary | 94,881 | 120,821 | \$ 25,940 |
| Finance | 735,632 | 740,101 | \$ 4,469 |
| Human Resources | 157,748 | 156,476 | \$ (1,272) |
| Information Technology | 364,437 | 297,781 | \$ (66,656) |
| Community Engagement | 263,446 | 256,898 | \$ (6,548) |
| Police | 2,215,930 | 2,130,618 | \$ (85,312) |
| Fire | 586,066 | 564,825 | \$ (21,241) |
| Municipal Court | 176,068 | 114,434 | \$ (61,634) |
| Engineering | 174,836 | 130,059 | \$ (44,777) |
| Library | 333,943 | 318,263 | \$ (15,680) |
| Fleet & Facilities | 495,997 | 738,192 | \$ 242,195 |
| Parks | 659,211 | 595,423 | \$ (63,788) |
| Total | \$ 6,973,605 | \$ 6,814,839 | \$ (158,766) |
| Actual to Forecast | | 97.7% | |



POSITIVE

This page compares forecast to actual by department within the General Fund. YTD compared to actual is 97.7% of forecast. Finance is above forecast due to full payment to OpenGov of \$110,000. Fleet & Facilities is over forecast due to vehicle and building repairs as a result of hail damage claims for which is miscuing forecast.

| REVENUE ANALYSIS | | | |
|--------------------------|--|---------------------|-----------------------|
| WATER/WASTEWATER REVENUE | | | |
| Month | FY2025 Forecast | FY2025 Actual | Monthly Variance |
| Oct | \$ 770,740 | \$ 817,463 | \$ 46,723 |
| Nov | 689,775 | 789,913 | \$ 100,138 |
| Dec | 676,200 | 727,310 | \$ 51,110 |
| Jan | 700,015 | 723,703 | \$ 23,688 |
| Feb | 699,775 | | \$ (699,775) |
| Mar | 746,925 | | \$ (746,925) |
| Apr | 770,740 | | \$ (770,740) |
| May | 865,520 | | \$ (865,520) |
| Jun | 912,910 | | \$ (912,910) |
| Jul | 865,280 | | \$ (865,280) |
| Aug | 912,670 | | \$ (912,670) |
| Sept | 1,017,450 | | \$ (1,017,450) |
| Total | \$ 9,628,000 | \$ 3,058,389 | \$ (6,569,611) |
| Cumulative Forecast | \$ 2,836,730 | | |
| Actual to Forecast | \$ 221,659 | 7.81% | |
| POSITIVE | The water and wasteware actual revenue is higher than forecast by 7.81%. There were 11 new residential meters, 1 new commercial, and 1 irrigation meters set this month. | | |



| EXPENSE ANALYSIS | | | |
|---|---------------------|---------------------|---------------------|
| WATER/WASTEWATER EXPENDITURES BY DIVISION | | | |
| Division | FY2025 Forecast YTD | FY2025 Actual YTD | Variance |
| Administration | \$ 1,904,090 | \$ 1,851,373 | \$ (52,717) |
| Distribution/Collection | 2,267,941 | 2,151,498 | \$ (116,443) |
| Production/Treatment | 451,826 | 493,545 | \$ 41,719 |
| WW Treatment Plant | <u>421,837</u> | <u>428,821</u> | <u>\$ 6,984</u> |
| Total | \$ 5,045,694 | \$ 4,925,237 | \$ (120,457) |
| Actual to Forecast | | 97.6% | |

| Division | Forecast YTD | Actual YTD |
|-------------------------|--------------|------------|
| Administration | 1,904,090 | 1,851,373 |
| Distribution/Collection | 2,267,941 | 2,151,498 |
| Production/Treatment | 451,826 | 493,545 |
| WW Treatment Plant | 421,837 | 428,821 |

POSITIVE

This page compares actual to forecast by the divisions within the Water/Wastewater department. Expenses are currently 97.6% of forecast. Production/Treatment division is over forecast due to equipment/software maintenance expenses being spent in the 1st quarter. WW Treatments utilities is currently forecast due to operational needs.

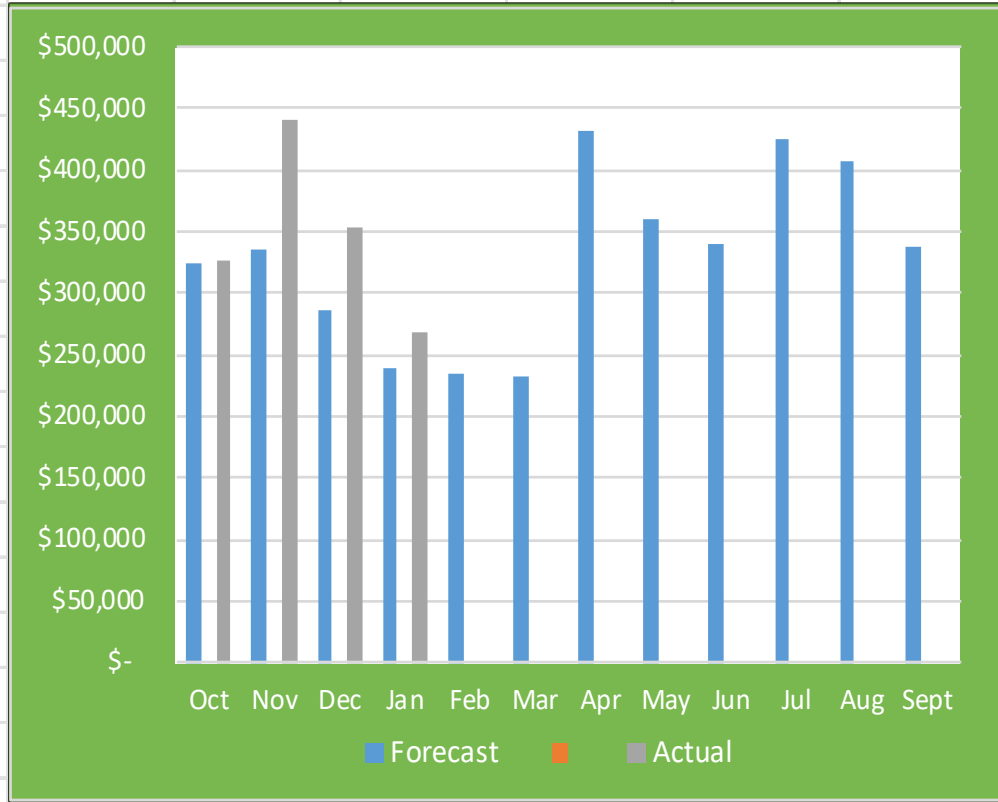
COMPREHENSIVE MONTHLY FINANCIAL REPORT – January 2025

| REVENUE ANALYSIS | | | |
|-----------------------|---------------------|---------------------|-----------------------|
| ELECTRIC FUND REVENUE | | | |
| Month | FY2025 Forecast | FY2025 Actual | Monthly Variance |
| Oct | \$ 615,889 | \$ 699,941 | \$ 84,052 |
| Nov | 606,866 | 646,432 | \$ 39,566 |
| Dec | 662,014 | 572,362 | \$ (89,652) |
| Jan | 852,447 | 780,359 | \$ (72,089) |
| Feb | 667,972 | | \$ (667,972) |
| Mar | 733,308 | | \$ (733,308) |
| Apr | 727,031 | | \$ (727,031) |
| May | 802,373 | | \$ (802,373) |
| Jun | 1,083,612 | | \$ (1,083,612) |
| Jul | 995,138 | | \$ (995,138) |
| Aug | 994,686 | | \$ (994,686) |
| Sept | 743,126 | | \$ (743,126) |
| Total | \$ 9,484,462 | \$ 2,699,093 | \$ (6,785,369) |
| Cumulative Forecast | \$ 2,737,216 | | |
| Actual to Forecast | \$ (38,123) | -1.39% | |

| Month | Forecast | Actual |
|-------|-----------|---------|
| Oct | 615,889 | 699,941 |
| Nov | 606,866 | 646,432 |
| Dec | 662,014 | 572,362 |
| Jan | 852,447 | 780,359 |
| Feb | 667,972 | 0 |
| Mar | 733,308 | 0 |
| Apr | 727,031 | 0 |
| May | 802,373 | 0 |
| Jun | 1,083,612 | 0 |
| Jul | 995,138 | 0 |
| Aug | 994,686 | 0 |
| Sept | 743,126 | 0 |

| | |
|----------------|--|
| WARNING | The Electric utility revenue is within 2% of forecasted revenue. |
|----------------|--|

| REVENUE ANALYSIS | | | |
|-----------------------------|--|---------------------|-----------------------|
| HOTEL OCCUPANCY TAX REVENUE | | | |
| Month | FY2025 Forecast | FY2025 Actual | Monthly Variance |
| Oct | \$ 325,465 | \$ 327,510 | \$ 2,045 |
| Nov | 336,056 | 440,420 | \$ 104,364 |
| Dec | 286,979 | 353,119 | \$ 66,140 |
| Jan | 239,357 | 267,881 | \$ 28,524 |
| Feb | 235,065 | | \$ (235,065) |
| Mar | 232,984 | | \$ (232,984) |
| Apr | 430,924 | | \$ (430,924) |
| May | 360,902 | | \$ (360,902) |
| Jun | 339,160 | | \$ (339,160) |
| Jul | 425,381 | | \$ (425,381) |
| Aug | 408,388 | | \$ (408,388) |
| Sept | 337,339 | | \$ (337,339) |
| Total | \$ 3,958,000 | \$ 1,388,930 | \$ (2,569,070) |
| Cumulative Forecast | \$ 1,187,857 | | |
| Actual to Forecast % | \$ 201,073 | 16.9% | |
| POSITIVE | This report is based on a cash method. The revenue is received by the City the month after collection. Actual is 16.9% above forecast. | | |

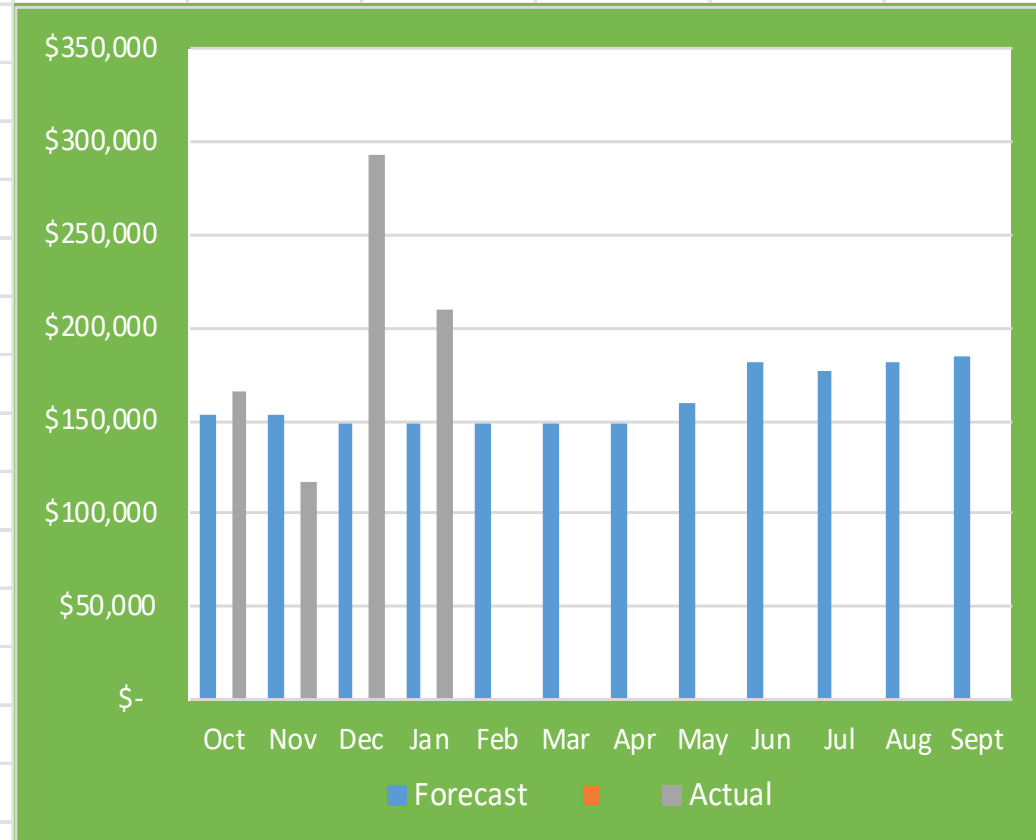


| EXPENSE ANALYSIS | | | |
|--|---------------------|---------------------|-----------------|
| HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION | | | |
| Division | FY2025 Forecast YTD | FY2025 Actual YTD | Variance |
| Organizational | \$ 1,608,521 | \$ 1,628,211 | \$ 19,690 |
| Convention Center | 298,771 | 253,026 | \$ (45,745) |
| Main Street | 113,689 | 160,618 | \$ 46,929 |
| BAIPP | 18,500 | 6,351 | \$ (12,149) |
| Rodeo | 1,099 | 1,461 | \$ 362 |
| Total | \$ 2,040,580 | \$ 2,049,666 | \$ 9,086 |
| Actual to Forecast | | 100.4% | |

| Division | Forecast YTD | Actual YTD |
|-------------------|--------------|-------------|
| Organizational | \$1,608,521 | \$1,628,211 |
| Convention Center | \$298,771 | \$253,026 |
| Main Street | \$113,689 | \$160,618 |
| BAIPP | \$18,500 | \$6,351 |
| Rodeo | \$1,099 | \$1,461 |

| | |
|-----------------|--|
| POSITIVE | This compares actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual at 100% of forecast. This is due to some organization funding as well as sponsored events. |
|-----------------|--|

| REVENUE ANALYSIS | | | |
|------------------------------|--|-------------------|-----------------------|
| DEVELOPMENT SERVICES REVENUE | | | |
| Month | FY2025 Forecast | FY2025 Actual | Monthly Variance |
| Oct | \$ 153,833 | \$ 165,629 | \$ 11,796 |
| Nov | 153,833 | 117,673 | \$ (36,160) |
| Dec | 147,833 | 292,775 | \$ 144,942 |
| Jan | 147,833 | 209,383 | \$ 61,550 |
| Feb | 147,833 | | \$ (147,833) |
| Mar | 148,833 | | \$ (148,833) |
| Apr | 148,833 | | \$ (148,833) |
| May | 158,833 | | \$ (158,833) |
| Jun | 180,833 | | \$ (180,833) |
| Jul | 176,667 | | \$ (176,667) |
| Aug | 180,833 | | \$ (180,833) |
| Sept | 184,000 | | \$ (184,000) |
| Total | \$ 1,929,997 | \$ 785,460 | \$ (1,144,537) |
| Cumulative Forecast | \$ 603,332 | | |
| Actual to Forecast % | \$ 182,128 | 30.2% | |
| POSITIVE | Actual revenue is 30% over forecast in the Development Services Fund. With the exception of November every month has exceeded forecasted revenues. | | |



| EXPENSE ANALYSIS | | | |
|---|---------------------|-------------------|--------------------|
| DEVELOPMENT SERVICES EXPENDITURES BY DIVISION | | | |
| Division | FY2025 Forecast YTD | FY2025 Actual YTD | Variance |
| Customer Services | \$ 194,275 | \$ 172,613 | \$ (21,662) |
| Planning | 220,843 | 218,686 | \$ (2,157) |
| Building Inspections | 201,100 | 193,615 | \$ (7,485) |
| Total | \$ 616,218 | \$ 584,914 | \$ (31,304) |
| Actual to Forecast | | 94.9% | |

| | |
|-----------------|---|
| POSITIVE | This compares actual to forecast for each division within the Development Services Fund. YTD is reporting actuals at 94.9% of forecast. |
|-----------------|---|



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Review and discuss the Bastrop Police Department Budget and the Hotel Occupation Tax (HOT) Fund.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The presentations are a method to inform council about the budget as we prepare for budget season.

FISCAL IMPACT:

None

RECOMMENDATION:

Review and discuss the budget, as well as make recommendations.

ATTACHMENTS:

1. Police 5 year History
2. Hotel Occupancy Fund 5 year History

Police Department Summary

From Chief Steffanic:

Trend analysis and percentage increase graph reference the City of Bastrop Police departments budget. With a specific focus on the police department’s general fund. This incorporates only Administration, Patrol, Criminal Investigations and the Community Resource division.

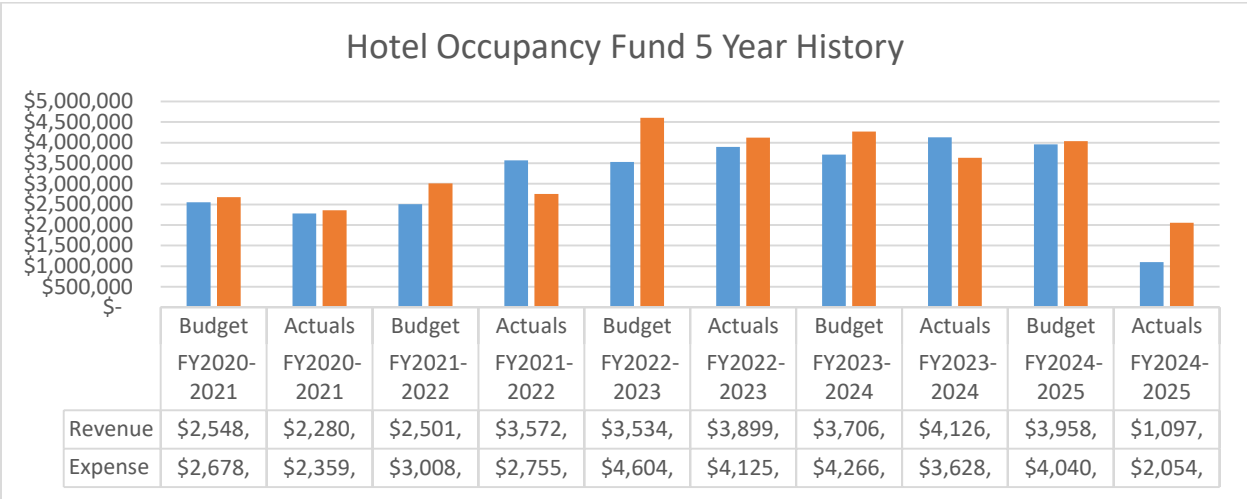
The primary increases in the General Fund budget are attributed to:

- Personnel
- Equipment
- Increase in fees (for example, services such as dispatch)

We currently have 37 FTE's (not including cadets). When compared to an adjacent city of similar population and characteristics our department compares lower in this respect. (Elgin has 43 FTE's). Our total count is 40.75 which includes Cadets.

Looking forward our biggest obstacles / needs for budget is a larger facility (specifically we have no room for incoming evidence and limited room for staff), we are in need of additional personnel to assist with streamlining duties rather than designating multiple jobs to one individual. Officers are a must at varying structured levels, but our civilian support staff needs to increase such as a crime scene technician. I would also like to ensure all staff have competitive pay to assist with retention.





The Hotel Occupancy Fund is a restricted fund in that its uses are governed by the Local Government Code Chapter 351. The Two-Step as the litmus test is lovingly referred to, means the tax should go to the furtherance of (1) Heads in Beds and (2) fit neatly into one of nine categories.

These are the nine categories: (1) convention and visitor centers; (2) convention registration; (3) advertising the city; (4) promotion of the arts; (5) historical restoration and preservation; (6) sporting events in a county under one million in population; (7) enhancing or upgrading existing sports facilities or sports fields (only in certain cities); (8) tourist transportation systems; and (9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the city. Thus, even if an event puts heads in beds, it cannot receive hotel tax money unless it also fits into one of the nine categories.

The City of Bastrop has funded allocated to primarily categories 1, 4, 5, and 9. Category 3 is left to Visit Bastrop with a whopping \$1.2M or 25% of the proposed budget for FY 24-25. The fund also pays off Convention Center Debt, and Convention Center Operational expenses

CITY OF BASTROP, TX

Debt Service HOT Fund

| | |
|------------------|----------------|
| Schedule | Maturity Dates |
| Profile as Of | 09/30/2022 |
| Frequency | Annual |
| First Period End | 09/30/2023 |
| End Date | 09/30/2031 |

| | Total HOT Fund | | | |
|--------------|---------------------|-------------------|---------------------|------------------------|
| Date | Principal | Interest | Total | Outstanding Balance |
| 09/30/2023 | 375,000.00 | 148,000.00 | 523,000.00 | 3,325,000.00 |
| 09/30/2024 | 385,000.00 | 133,000.00 | 518,000.00 | 2,940,000.00 |
| 09/30/2025 | 400,000.00 | 117,600.00 | 517,600.00 | 2,540,000.00 |
| 09/30/2026 | 425,000.00 | 101,600.00 | 526,600.00 | 2,115,000.00 |
| 09/30/2027 | 445,000.00 | 84,600.00 | 529,600.00 | 1,670,000.00 |
| 09/30/2028 | 455,000.00 | 66,800.00 | 521,800.00 | 1,215,000.00 |
| 09/30/2029 | 405,000.00 | 48,600.00 | 453,600.00 | 810,000.00 |
| 09/30/2030 | 470,000.00 | 32,400.00 | 502,400.00 | 340,000.00 |
| 09/30/2031 | 340,000.00 | 13,600.00 | 353,600.00 | |
| Total | 3,700,000.00 | 746,200.00 | 4,446,200.00 | |

| 2017 General Obligation Refunding Bonds Refunding | | | | |
|---|---|--------------|-------------------|---------------------|
| Principal | Interest | Total | Rate | Outstanding Balance |
| 250,000.00 | 77,200.00 | 327,200.00 | 4.000% | 1,680,000.00 |
| 250,000.00 | 67,200.00 | 317,200.00 | 4.000% | 1,430,000.00 |
| 260,000.00 | 57,200.00 | 317,200.00 | 4.000% | 1,170,000.00 |
| 285,000.00 | 46,800.00 | 331,800.00 | 4.000% | 885,000.00 |
| 290,000.00 | 35,400.00 | 325,400.00 | 4.000% | 595,000.00 |
| 300,000.00 | 23,800.00 | 323,800.00 | 4.000% | 295,000.00 |
| 295,000.00 | 11,800.00 | 306,800.00 | 4.000% | |
| 1,930,000.00 | 319,400.00 | 2,249,400.00 | | |
| Source | https://emma.msrb.org/ER1209053.pdf | | Call Date | 08/01/2027 |
| Tax Status | Tax-Exempt (BQ) | | Call Price | 100.000% |
| Use | Refunding | | Int Type | Fixed |
| Final Mat | 08/01/2029 | | Investor | Public |
| Underlying Rating (M/S/F) | NR / AA / NR | | | |
| Enhanced Rating (M/S/F/K) | | | | |
| Notes | | | | |

| 2014 General Obligation Refunding Bonds Refunding | | | | EN | |
|---|---|--------------|-------------------|--------------------|---------------------|
| Principal | Interest | Total | Rate | | Outstanding Balance |
| 125,000.00 | 70,800.00 | 195,800.00 | 4.000% | | 1,645,000.00 |
| 135,000.00 | 65,800.00 | 200,800.00 | 4.000% | | 1,510,000.00 |
| 140,000.00 | 60,400.00 | 200,400.00 | 4.000% | | 1,370,000.00 |
| 140,000.00 | 54,800.00 | 194,800.00 | 4.000% | | 1,230,000.00 |
| 155,000.00 | 49,200.00 | 204,200.00 | 4.000% | | 1,075,000.00 |
| 155,000.00 | 43,000.00 | 198,000.00 | 4.000% | | 920,000.00 |
| 110,000.00 | 36,800.00 | 146,800.00 | 4.000% | | 810,000.00 |
| 470,000.00 | 32,400.00 | 502,400.00 | 4.000% | | 340,000.00 |
| 340,000.00 | 13,600.00 | 353,600.00 | 4.000% | | |
| 1,770,000.00 | 426,800.00 | 2,196,800.00 | | | |
| Source | https://emma.msrb.org/EP1049633.pdf | | Call Date | Currently Callable | |
| Tax Status | Tax-Exempt (BQ) | | Call Price | 100.000% | |
| Use | Refunding | | Int Type | Fixed | |
| Final Mat | 08/01/2031 | | Investor | Public | |
| Underlying Rating (M/S/F) | NR / AA / NR | | | | |
| Enhanced Rating (M/S/F/K) | | | | | |
| Notes | | | | | |



City of Bastrop, TX
HOT Fund

| | FY2020-2021 Budgeted | FY2020-2021 Actuals | FY2021-2022 Budgeted | FY2021-2022 Actuals | FY2022-2023 Budgeted | FY2022-2023 Actuals | FY2023-2024 Budgeted | FY2023-2024 Actuals | FY2024-2025 Budgeted | FY2024-2025 Actuals | |
|-----------------------|------------------------------|------------------------|-------------------------|------------------------|-------------------------|------------------------|-------------------------|------------------------|-------------------------|------------------------|------------------------|
| Revenue | | | | | | | | | | | |
| 501-00-00-4007 | MOTEL/HOTEL TAX RECEIPTS | \$ 2,264,400.00 | \$ 2,029,978.47 | \$ 2,256,131.00 | \$ 3,233,135.53 | \$ 3,233,000.00 | \$ 3,473,117.72 | \$ 3,250,000.00 | \$ 3,555,190.43 | \$ 3,500,000.00 | \$ 922,283.87 |
| 501-00-00-4023 | SPECIAL EVENT PERMIT FEE | \$ - | \$ - | | \$ 2,010.00 | \$ 2,000.00 | \$ 700.00 | \$ 2,000.00 | \$ 800.00 | \$ 2,000.00 | |
| 501-00-00-4030 | CATERING PERMITS -CC | | | | | | \$ 3,884.00 | | \$ 952.00 | | |
| 501-00-00-4043 | CC - SPONSORED EVENT | \$ 15,000.00 | \$ 14,234.10 | \$ 22,000.00 | \$ 15,500.42 | \$ 15,000.00 | \$ 18,077.58 | \$ 20,000.00 | \$ 20,943.06 | \$ 25,000.00 | \$ 15,716.00 |
| 501-00-00-4044 | MS - SPONSORED EVENT | \$ 30,000.00 | \$ 50,850.00 | \$ 30,000.00 | \$ 35,870.00 | \$ 35,000.00 | \$ 24,550.00 | \$ 22,500.00 | \$ 30,234.50 | \$ 25,000.00 | \$ 3,000.00 |
| 501-00-00-4045 | PARK RENTALS AND FEES | | | | \$ 450.00 | | | | | | |
| 501-00-00-4047 | CC- RENTAL REVENUE | \$ 95,000.00 | \$ 97,579.50 | \$ 95,000.00 | \$ 193,701.50 | \$ 165,000.00 | \$ 283,167.00 | \$ 250,000.00 | \$ 250,690.75 | \$ 250,000.00 | \$ 75,799.45 |
| 501-00-00-4048 | CATERING SERVICES | \$ 56,500.00 | \$ 1,565.00 | \$ 12,000.00 | \$ 2,774.00 | \$ 3,000.00 | \$ 360.00 | \$ 1,000.00 | | \$ 1,000.00 | |
| 501-00-00-4400 | INTEREST INCOME | \$ 25,000.00 | \$ 19,431.56 | \$ 20,000.00 | \$ 22,065.24 | \$ 15,000.00 | \$ 34,576.93 | \$ 85,000.00 | \$ 145,500.60 | \$ 115,000.00 | \$ 54,794.82 |
| 501-00-00-4460 | DMO ADMIN SERVICES | \$ 12,312.00 | \$ 16,554.00 | \$ 16,554.00 | \$ 16,554.00 | \$ 16,554.00 | \$ 11,499.50 | \$ 11,040.00 | \$ 10,120.00 | \$ 15,000.00 | \$ 4,600.00 |
| 501-00-00-4493 | BEDC ADMIN SERVICES | \$ 50,000.00 | \$ 50,000.04 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.04 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 8,333.32 |
| 501-00-00-4506 | GRANT PROCEEDS | | | | | | | | \$ 24,200.00 | | \$ 8,000.00 |
| 501-00-00-4509 | GENERAL DONATIONS | | | | | | \$ 40,000.00 | \$ 58,800.00 | | | |
| 501-00-00-4514 | MISCELLANEOUS INCOME | | \$ 500.00 | | | | | \$ 4,008.19 | | | \$ 5,000.00 |
| 501-00-00-4522 | WORKERS COMP INSURANCE REIMB | | | | | | | | | | |
| 501-00-00-4701 | TRANS IN - GENERAL FUND | | | | | | | | | | |
| 501-00-00-4703 | TRANS IN - ELECTRIC | | | | | | | | | | |
| Revenue Total: | | \$ 2,548,212.00 | \$ 2,280,692.67 | \$ 2,501,685.00 | \$ 3,572,060.69 | \$ 3,534,554.00 | \$ 3,899,932.77 | \$ 3,706,540.00 | \$ 4,126,439.53 | \$ 3,958,000.00 | \$ 1,097,527.46 |

General Fund Expenditures

Division: 00 - Non Departmental

| | | | | | | | | | | | |
|---|--------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 501-80-00-5101 | OPERATIONAL SALARIES | \$ 11,990.00 | \$ 11,706.02 | | | | | | | | |
| 501-80-00-5150 | SOCIAL SECURITY | \$ 919.00 | \$ 886.05 | | | | | | | | |
| 501-80-00-5151 | RETIREMENT | \$ 1,394.00 | \$ 1,359.82 | | | | | | | | |
| 501-80-00-5155 | GROUP INSURANCE | \$ 1,339.00 | \$ 1,273.33 | | | | | | | | |
| 501-80-00-5156 | WORKERS COMPENSATION | \$ 26.00 | \$ - | | | | | | | | |
| 501-80-00-5345 | MAINT OF BUILDING | | | | | | \$ 225,000.00 | \$ 109,977.44 | | \$ 44,627.44 | |
| 501-80-00-5505 | PROFESSIONAL SERVICES | \$ 10,000.00 | \$ 2,014.00 | \$ 35,001.00 | \$ 23,288.21 | \$ 477,900.00 | \$ 226,202.26 | \$ 502,910.00 | \$ 125,566.02 | \$ 100,000.00 | \$ 18,736.44 |
| 501-80-00-5525 | LEGAL SERVICES | \$ 2,000.00 | \$ 382.00 | \$ 2,000.00 | \$ 3,480.71 | \$ 2,000.00 | \$ 3,388.07 | \$ 2,000.00 | \$ 11,469.86 | \$ 5,000.00 | \$ 104.30 |
| 501-80-00-5540 | ORGANIZATION FUNDING | \$ 65,000.00 | \$ - | | | | | | | | |
| 501-80-00-5560 | ADMIN SUPPORT | | | \$ 130,032.00 | \$ 130,034.04 | \$ 154,700.00 | \$ 94,815.96 | \$ 60,757.00 | \$ 60,756.96 | \$ 59,688.00 | \$ 19,896.00 |
| 501-80-00-5564 | BASTROP HISTORICAL SOCIETY | \$ 40,529.00 | \$ 40,529.00 | \$ 68,338.00 | \$ 68,338.00 | \$ 162,986.00 | \$ 88,411.00 | \$ 101,673.00 | \$ 101,673.00 | \$ 127,298.00 | \$ 63,649.00 |
| 501-80-00-5566 | BASTROP OPERA HOUSE | \$ 66,175.00 | \$ 66,175.00 | \$ 118,806.00 | \$ 118,806.00 | \$ 147,818.00 | \$ 147,818.00 | \$ 169,991.00 | \$ 169,991.00 | \$ 324,000.00 | \$ 194,000.00 |
| 501-80-00-5575 | VISITOR CENTER | \$ 85,968.00 | \$ 85,968.00 | \$ 126,905.00 | \$ 126,905.00 | \$ 88,411.00 | \$ 162,986.00 | \$ 187,434.00 | \$ 187,434.00 | \$ 235,454.00 | \$ 117,727.00 |
| 501-80-00-5576 | DESTINATION MARKETING CORP | \$ 802,356.00 | \$ 802,356.00 | \$ 965,492.00 | \$ 965,492.00 | \$ 1,933,225.00 | \$ 1,933,225.00 | \$ 1,011,200.00 | \$ 1,031,199.94 | \$ 1,116,950.00 | \$ 477,895.85 |
| 501-80-00-5578 | LOST PINES ART LEAGUE | \$ - | \$ 65,000.00 | \$ 89,516.00 | \$ 89,516.00 | \$ 129,660.00 | \$ 129,660.00 | \$ 149,109.00 | \$ 149,109.00 | \$ 167,950.00 | \$ 83,975.00 |
| 501-80-00-5583 | AFRICAN AMERICAN MUSUEM | | | | | | | | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 |
| 501-80-00-5600 | DEPRECIATION EXP | | | | | | | | | | |
| 501-80-00-5601 | ADVERTISING/TML BOOTH | | | | | | | | | | |
| 501-80-00-5615 | DUES, SUBSCRIPTIONS & PUB | | | | | | | | | | |
| 501-80-00-5667 | SPECIAL EVENT EXPENSE | \$ 15,000.00 | \$ 335.76 | | | | | \$ 45,000.00 | | | |
| 501-80-00-5884 | KERR CENTER | | | | | | | | \$ 40,000.00 | \$ 40,000.00 | \$ 40,000.00 |
| 501-80-00-5900 | OPPORTUNITY FUNDS | | \$ 400.00 | | | | | | | | |
| 501-80-00-6050 | ART IMPROVE - BFLAG | | | | | \$ 25,000.00 | | | | | |
| 501-80-00-8123 | TRANS OUT-DEBT SERV (CC BONDS) | \$ 542,255.00 | \$ 542,255.00 | \$ 545,702.00 | \$ 545,702.00 | \$ 523,000.00 | \$ 523,000.00 | \$ 518,000.00 | \$ 518,000.00 | \$ 517,600.00 | \$ 517,600.00 |
| 501-80-00-8135 | TRANS OUT - INNOV FUND | | | | | | | | | | |
| Division: 00 - Non Departmental Total: | | \$ 1,644,951.00 | \$ 1,620,639.98 | \$ 2,081,792.00 | \$ 2,071,561.96 | \$ 3,644,700.00 | \$ 3,309,506.29 | \$ 2,928,074.00 | \$ 2,510,177.22 | \$ 2,743,940.00 | \$ 1,628,211.03 |

Division: 75 - Convention Center

| | | | | | | | | | | | |
|--|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 501-85-75-5101 | OPERATIONAL SALARIES | \$ 201,914.00 | \$ 170,238.38 | | | \$ 225.26 | \$ 208,789.00 | \$ 194,437.25 | \$ 321,399.40 | \$ 94,604.91 | |
| 501-85-75-5116 | LONGEVITY | \$ 780.00 | \$ 642.00 | | | | \$ 1,626.00 | \$ 1,468.25 | \$ 2,500.00 | \$ 1,930.00 | |
| 501-85-75-5117 | OVERTIME | \$ - | \$ 10,627.68 | | | | | \$ 18,255.91 | \$ 15,000.00 | \$ 3,415.45 | |
| 501-85-75-5150 | SOCIAL SECURITY | \$ 15,575.00 | \$ 13,836.75 | | | \$ 17.23 | \$ 15,974.00 | \$ 16,217.09 | \$ 24,600.00 | \$ 7,607.24 | |
| 501-85-75-5151 | RETIREMENT | \$ 23,513.00 | \$ 21,168.37 | | | \$ 90.88 | \$ 26,324.00 | \$ 28,603.45 | \$ 44,800.00 | \$ 14,403.09 | |
| 501-85-75-5155 | GROUP INSURANCE | \$ 35,711.00 | \$ 25,307.00 | | | \$ 46.19 | \$ 35,409.00 | \$ 29,962.80 | \$ 46,875.60 | \$ 12,377.26 | |
| 501-85-75-5156 | WORKERS COMPENSATION | \$ 3,375.00 | \$ 3,672.23 | | | | | \$ 2,548.94 | \$ 9,202.00 | \$ 806.66 | |
| 501-85-75-5159 | RETIREE BENEFITS | | | | | | | | | | |
| 501-85-75-5201 | SUPPLIES | \$ 18,500.00 | \$ 18,982.41 | \$ 18,500.00 | \$ 14,417.71 | \$ 10,500.00 | \$ 10,240.97 | \$ 16,500.00 | \$ 15,464.06 | \$ 15,000.00 | \$ 5,399.75 |
| 501-85-75-5203 | POSTAGE | \$ 1,400.00 | \$ 186.45 | \$ 1,000.00 | \$ 252.00 | \$ 100.00 | | \$ 100.00 | \$ 204.00 | \$ 100.00 | |
| 501-85-75-5206 | OFFICE EQUIPMENT | \$ 700.00 | \$ - | \$ 700.00 | | | | | \$ 500.00 | | |
| 501-85-75-5207 | COMPUTER EQUIP | \$ 1,500.00 | \$ - | \$ 4,400.00 | \$ 4,019.20 | \$ 500.00 | | \$ 500.00 | \$ 434.30 | \$ 500.00 | |
| 501-85-75-5217 | JANITORIAL SUPPLIES | \$ 12,500.00 | \$ 564.44 | \$ 9,000.00 | \$ 3,328.79 | \$ 6,500.00 | \$ 3,899.95 | \$ 6,200.00 | \$ 6,305.30 | \$ 14,000.00 | \$ 1,154.54 |
| 501-85-75-5222 | EQUIPMENT | \$ 25,000.00 | \$ 12,545.10 | \$ 21,000.00 | \$ 19,448.59 | \$ 12,000.00 | \$ 6,660.56 | \$ 17,500.00 | \$ 19,021.43 | \$ 12,000.00 | \$ 931.40 |
| 501-85-75-5228 | SMALL TOOLS | \$ 500.00 | \$ - | \$ 500.00 | \$ 387.85 | \$ 500.00 | | \$ 500.00 | \$ 497.40 | \$ 500.00 | |
| 501-85-75-5240 | FUEL | \$ 150.00 | \$ 273.52 | \$ 150.00 | \$ 175.72 | 200 | | \$ 200.00 | \$ 235.16 | \$ 200.00 | \$ 53.03 |
| 501-85-75-5320 | EQUIPMENT MAINT | \$ 3,500.00 | \$ 4,354.99 | \$ 6,300.00 | \$ 7,089.13 | 6300 | \$ 4,957.30 | \$ 6,300.00 | \$ 5,855.88 | \$ 6,300.00 | \$ 3,624.05 |
| 501-85-75-5340 | VEHICLE MAINT | \$ 150.00 | \$ 438.36 | \$ 150.00 | \$ 2.00 | \$ 150.00 | \$ 244.40 | \$ 1,450.00 | \$ 1,297.62 | \$ 200.00 | |
| 501-85-75-5345 | BUILDING MAINT | \$ 18,000.00 | \$ 5,545.25 | \$ 19,500.00 | \$ 18,889.60 | \$ 36,000.00 | \$ 31,397.24 | \$ 24,500.00 | \$ 24,486.20 | \$ 20,000.00 | \$ 2,981.67 |
| 501-85-75-5346 | GROUNDS MAINT | \$ 16,000.00 | \$ 6,027.27 | \$ 19,500.00 | \$ 14,019.54 | \$ 16,000.00 | \$ 13,189.58 | \$ 17,000.00 | \$ 16,218.84 | \$ 23,000.00 | \$ 3,087.51 |
| 501-85-75-5401 | COMMUNICATIONS | \$ 37,000.00 | \$ 22,108.74 | \$ 37,000.00 | \$ 20,833.12 | \$ 24,000.00 | \$ 12,065.96 | \$ 24,000.00 | \$ 12,385.00 | \$ 24,000.00 | \$ 2,154.00 |
| 501-85-75-5403 | UTILITIES | \$ 26,838.00 | \$ 25,228.80 | \$ 23,100.00 | \$ 29,600.38 | \$ 23,100.00 | \$ 31,444.21 | \$ 23,100.00 | \$ 28,920.23 | \$ 23,100.00 | \$ 9,533.79 |
| 501-85-75-5505 | PROFESSIONAL SERVICES | \$ 31,750.00 | \$ 22,991.00 | \$ 34,250.00 | \$ 19,600.00 | \$ 28,000.00 | \$ 25,307.00 | \$ 29,000.00 | \$ 27,409.94 | \$ 35,000.00 | \$ 5,575.00 |
| 501-85-75-5507 | CREDIT CARD PROCESSING | \$ 1,000.00 | \$ 1,225.10 | \$ 1,000.00 | \$ 3,192.67 | \$ 3,500.00 | \$ 2,828.21 | \$ 2,200.00 | \$ 1,639.80 | \$ - | \$ 1,125.98 |
| 501-85-75-5515 | UNIFORMS | \$ 700.00 | \$ 545.06 | \$ 700.00 | \$ 948.05 | \$ 500.00 | \$ 1,015.51 | \$ 1,300.00 | \$ 1,228.39 | \$ 800.00 | |
| 501-85-75-5525 | LEGAL | | | | | | | | | | |
| 501-85-75-5540 | PROPERTY/LIABLITY INS | \$ 6,000.00 | \$ 6,505.72 | \$ 6,000.00 | \$ 6,874.56 | \$ 6,500.00 | \$ 8,072.48 | \$ 6,500.00 | \$ 8,205.58 | \$ 6,500.00 | \$ 3,253.44 |
| 501-85-75-5560 | ADMIN SUPPORT | \$ 87,663.00 | \$ 87,663.00 | \$ 257,798.00 | \$ 257,798.04 | \$ 361,972.00 | \$ 361,971.96 | \$ 215,083.00 | \$ 215,082.96 | \$ 218,236.00 | \$ 72,745.32 |
| 501-85-75-5561 | CLIENT CONTRACTED EXP | \$ 10,000.00 | \$ - | \$ 10,000.00 | | | | | | | |
| 501-85-75-5570 | EQUIPMENT RENTAL | \$ 6,500.00 | \$ - | \$ 6,500.00 | \$ 3,954.52 | \$ 3,500.00 | \$ 3,952.54 | \$ 7,500.00 | \$ 836.17 | \$ 7,500.00 | \$ 1,163.28 |
| 501-85-75-5601 | ADVERTISING | \$ 25,000.00 | \$ 13,387.81 | \$ 25,000.00 | \$ 17,272.34 | \$ 16,500.00 | \$ 14,148.43 | \$ 10,000.00 | \$ 11,466.01 | \$ 16,500.00 | \$ 3,264.09 |
| 501-85-75-5605 | TRAVEL & TRAINING | \$ 4,000.00 | \$ 1,915.23 | \$ 4,000.00 | \$ 3,889.61 | \$ 4,000.00 | \$ 3,131.45 | \$ 8,000.00 | \$ 5,402.45 | \$ 6,000.00 | \$ 592.69 |
| 501-85-75-5606 | CAR ALLOWANCE | | | | | | | | | | |
| 501-85-75-5615 | DUES & SUBSCRIPTIONS | \$ 2,600.00 | \$ 2,668.34 | \$ 2,600.00 | \$ 2,000.90 | \$ 2,000.00 | \$ 1,575.00 | \$ 2,000.00 | \$ 1,944.40 | \$ 2,000.00 | \$ 1,242.10 |
| 501-85-75-5900 | CONTNGENCY | | | | | | | | | | |
| 501-85-75-6010 | EQUIPMENT | \$ - | \$ 19,922.99 | | | | | | | | |
| Division: 75 - Convention Center Total: | | \$ 617,819.00 | \$ 498,571.99 | \$ 508,648.00 | \$ 447,994.32 | \$ 562,322.00 | \$ 536,482.31 | \$ 707,555.00 | \$ 696,034.81 | \$ 896,313.00 | \$ 253,026.25 |

Division: 80 - Main St

| | | | | | | | | | | | |
|----------------|----------------------------|--------------|---------------|--------------|--------------|--------------|---------------|---------------|--------------|--------------|--------------|
| 501-85-80-5101 | OPERATIONAL SALARIES | \$ 76,846.00 | \$ 101,638.43 | | | | \$ 117,225.00 | \$ 109,121.39 | \$ 86,400.00 | \$ 44,350.15 | |
| 501-85-80-5116 | LONGEVITY | \$ 72.00 | \$ 156.00 | | | | \$ 180.00 | \$ 155.00 | \$ 100.00 | \$ 80.00 | |
| 501-85-80-5117 | OVERTIME | \$ - | \$ 457.51 | | | | | \$ 5,327.07 | \$ - | \$ 1,370.98 | |
| 501-85-80-5150 | SOCIAL SECURITY | \$ 5,884.00 | \$ 7,739.07 | | | | \$ 8,969.00 | \$ 8,723.78 | \$ 6,610.00 | \$ 3,487.49 | |
| 501-85-80-5151 | RETIREMENT | \$ 8,923.00 | \$ 11,826.55 | | | | \$ 14,688.00 | \$ 15,304.75 | \$ 12,300.00 | \$ 6,577.10 | |
| 501-85-80-5155 | GROUP INSURANCE | \$ 8,928.00 | \$ 13,479.35 | | | | \$ 19,402.00 | \$ 16,293.02 | \$ 14,500.00 | \$ 7,975.97 | |
| 501-85-80-5156 | WORKERS COMPENSATION | \$ 167.00 | \$ 247.54 | | | | | \$ 921.30 | \$ 2,368.00 | \$ 44.28 | |
| 501-85-80-5159 | RETIREE BENEFITS | | | | | | | | \$ 4,300.00 | \$ 1,458.72 | |
| 501-85-80-5201 | SUPPLIES | \$ 2,500.00 | \$ 6,356.26 | \$ 3,500.00 | \$ 1,507.59 | \$ 4,300.00 | \$ 3,534.61 | \$ 9,300.00 | \$ 5,539.12 | | |
| 501-85-80-5203 | POSTAGE | \$ 100.00 | \$ - | \$ 100.00 | | \$ 100.00 | | \$ 100.00 | | \$ 100.00 | |
| 501-85-80-5206 | OFFICE EQUIPMENT | \$ 4,000.00 | \$ 2,167.99 | \$ 4,500.00 | \$ 3,406.87 | \$ 4,000.00 | | | | | |
| 501-85-80-5230 | FORMS | \$ 12,300.00 | \$ 948.73 | \$ 12,132.00 | \$ 2,131.59 | \$ 12,500.00 | \$ 4,172.10 | \$ 7,500.00 | \$ 1,218.43 | \$ 7,500.00 | \$ 363.90 |
| 501-85-80-5320 | EQUIP/SOFTWARE MAINTENANCE | | | | | | | | | | |
| 501-85-80-5345 | BUILDING MAINTENANCE | | | | | | | | | | |
| 501-85-80-5401 | COMMUNICATIONS | \$ 1,500.00 | \$ 1,775.76 | \$ 900.00 | \$ (28.27) | \$ 900.00 | \$ (75.23) | \$ 900.00 | \$ - | \$ 900.00 | |
| 501-85-80-5403 | UTILITIES | | | | | | | | | | |
| 501-85-80-5505 | PROFESSIONAL SERVICES | \$ 13,590.00 | \$ 13,841.05 | \$ 36,600.00 | \$ 35,435.83 | \$ 58,500.00 | \$ 49,662.80 | \$ 183,000.00 | \$ 52,079.59 | \$ 15,000.00 | \$ 16,610.00 |
| 501-85-80-5520 | SOCIAL MEDIA | | | | | | | | | | |
| 501-85-80-5525 | LEGAL SERVICES | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|-------------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|
| 501-85-80-5530 | ENGINEERING | | | | | | | | | | | | | | | | | | | | |
| 501-85-80-5540 | PROPERTY/LIAB INSURANCE | \$ | 570.92 | | | | | | | | | | | | | | | | | | |
| 501-85-80-5544 | UNEMPLOYMENT TAX | | | | | | | | | | | | | | | | | | | | |
| 501-85-80-5560 | ADMIN SUPPORT | | | \$ | 77,707.00 | \$ | 77,706.96 | \$ | 102,520.00 | \$ | 102,519.96 | \$ | 15,587.00 | \$ | 15,587.04 | \$ | 16,480.00 | \$ | 5,493.32 | | |
| 501-85-80-5601 | ADVERTISING | \$ | 15,300.00 | \$ | 6,844.49 | \$ | 17,600.00 | \$ | 12,945.00 | \$ | 32,874.59 | \$ | 9,960.18 | \$ | 53,250.00 | \$ | 16,975.92 | \$ | 53,250.00 | \$ | 4,669.02 |
| 501-85-80-5602 | PROMOTIONAL ACTIVITIES | \$ | 23,450.00 | \$ | 19,278.67 | \$ | 18,418.00 | \$ | 7,181.93 | \$ | 20,500.00 | \$ | 9,244.29 | \$ | 14,500.00 | \$ | 7,467.29 | \$ | 5,500.00 | \$ | 805.57 |
| 501-85-80-5604 | BUSINESS DEVELOPMENT | \$ | 7,500.00 | \$ | 4,007.51 | \$ | 9,300.00 | \$ | 4,652.01 | \$ | 10,000.00 | \$ | 5,427.20 | \$ | 3,000.00 | \$ | 311.00 | \$ | 3,000.00 | \$ | 247.11 |
| 501-85-80-5605 | TRAVEL & TRAINING | \$ | 9,500.00 | \$ | 3,601.08 | \$ | 6,500.00 | \$ | 6,434.21 | \$ | 6,250.00 | \$ | 4,784.75 | \$ | 6,250.00 | \$ | 5,683.87 | \$ | 6,250.00 | \$ | 578.82 |
| 501-85-80-5615 | DUES & SUBSCRIPTIONS | \$ | 2,050.00 | \$ | 3,600.84 | \$ | 2,310.00 | \$ | 2,435.64 | \$ | 2,010.00 | \$ | 1,949.60 | \$ | 2,010.00 | \$ | 2,024.94 | \$ | 2,010.00 | \$ | 2,802.64 |
| 501-85-80-5620 | SPONSORED EVENTS | \$ | 45,000.00 | \$ | 25,663.02 | \$ | 55,000.00 | \$ | 33,496.49 | \$ | 30,500.00 | \$ | 29,367.66 | \$ | 42,500.00 | \$ | 42,037.79 | \$ | 76,000.00 | \$ | 62,200.85 |
| 501-85-80-5622 | COMMUNITY EVENT SUPPORT | | | \$ | 75.00 | | | | | | | | | | | | | | | \$ | 1,000.00 |
| 501-85-80-5623 | COMMUNITY PARTNERS | | | | | | | | | | | | | | | | | | | | |
| 501-85-80-5655 | EQUIPMENT RENTAL | | | | | | | | | \$ | 119.99 | | | | | | | | | | |
| 501-85-80-5920 | DOWNTOWN BEAUTIFICATION | \$ | 50,000.00 | \$ | 7,782.34 | \$ | 61,500.00 | \$ | 40,983.80 | \$ | 53,875.41 | \$ | 37,036.15 | \$ | 33,500.00 | \$ | 26,824.07 | \$ | 28,500.00 | \$ | 5,205.73 |
| Division: 80 - Main St Total: | | \$ | 287,610.00 | \$ | 232,058.11 | \$ | 306,067.00 | \$ | 228,289.65 | \$ | 338,830.00 | \$ | 257,704.06 | \$ | 531,861.00 | \$ | 331,595.37 | \$ | 341,068.00 | \$ | 165,321.65 |

Division: 86 - Art In Public Places

| | | | | | | | | | | | | | | | | | | | | | |
|---|-------------------------|-----------|-------------------|-----------|-----------------|-----------|-------------------|-----------|-----------------|-----------|------------------|-----------|------------------|-----------|------------------|-----------|------------------|-----------|------------------|-----------|-----------------|
| 501-86-00-5201 | SUPPLIES | | | | \$ | 67.55 | | | | | | | | | | | | | | | |
| 501-86-00-5203 | POSTAGE | | | | | | | \$ | 2,000.00 | | | \$ | 2,000.00 | | \$ | 541.21 | | \$ | 2,000.00 | | |
| 501-86-00-5222 | EQUIPMENT | | | | | | | | | | | | | | | | | | | | |
| 501-86-00-5236 | ART PURCHASE | | | | | | | | | | | | | | | | | | | | |
| 501-86-00-5320 | EQUIPMENT MAINTENANCE | \$ | 5,000.00 | | | \$ | 5,000.00 | | | \$ | 5,000.00 | | \$ | 5,730.00 | | \$ | 5,000.00 | | \$ | 5,000.00 | |
| 501-86-00-5505 | PROFESSIONAL SERVICES | \$ | 15,000.00 | \$ | 4,260.00 | \$ | 15,000.00 | \$ | 1,878.74 | \$ | 5,000.00 | \$ | 2,208.61 | \$ | 5,000.00 | | \$ | 5,000.00 | | \$ | 5,000.00 |
| 501-86-00-5540 | PROPERTY/LIAB INSURANCE | \$ | 2,500.00 | \$ | 296.00 | \$ | 2,500.00 | | | \$ | 2,500.00 | | | \$ | 2,500.00 | | | \$ | 2,500.00 | \$ | 1,251.32 |
| 501-86-00-5560 | ADMIN SUPPORT | \$ | 16,082.00 | | | | | | | | | | | | | | | | | | |
| 501-86-00-5561 | CONTRACTED SERVICES | \$ | 13,650.00 | \$ | 233.82 | \$ | 13,650.00 | | | \$ | 40,000.00 | | \$ | 8,700.00 | | \$ | 80,000.00 | | \$ | 80,398.00 | |
| 501-86-00-5601 | ADVERTISING | \$ | 14,000.00 | \$ | 53.93 | \$ | 14,000.00 | \$ | 1,197.12 | | | | | | | | | | | | |
| 501-86-00-5667 | SPECIAL PROJECTS | \$ | 8,500.00 | \$ | 30.09 | \$ | 8,500.00 | | | \$ | 1,000.00 | | \$ | 1,400.88 | | \$ | 1,000.00 | | \$ | 800.00 | |
| 501-86-00-5900 | CONTINGENCY | \$ | 50,000.00 | | | \$ | 50,000.00 | | | | | | | | | | | | | | |
| 501-86-00-6000 | CAPITAL OUTLAY | | | | | | | | | | | | | | | | | | | | |
| Division: 86 - Art In Public Places Total: | | \$ | 124,732.00 | \$ | 4,873.84 | \$ | 108,650.00 | \$ | 3,143.41 | \$ | 55,500.00 | \$ | 18,039.49 | \$ | 95,500.00 | \$ | 81,739.21 | \$ | 55,500.00 | \$ | 6,350.57 |

Division: 87 - Rodeo Arena

| | | | | | | | | | | | | | | | | | | | | | |
|--|-----------------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|
| 501-87-00-5201 | SUPPLIES | | | | | | | | | \$ | 52.13 | | | | | | | | | | |
| 501-87-00-5206 | OFFICE EQUIPMENT | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5207 | COMPUTER EQUIP | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5217 | JANITORIAL SUPPLIES | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5222 | EQUIPMENT | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5228 | SMALL TOOLS | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5240 | FUEL | | | \$ | 59.28 | | | | | | | | | | | | | | | | |
| 501-87-00-5320 | EQUIPMENT MAINTENANCE | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5340 | VEHICLE MAINTENANCE | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5345 | BUILDING MAINTENANCE | | | | | \$ | 1,125.16 | | | | | | | | | | | | | | |
| 501-87-00-5346 | GROUPS MAINTENANCE | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5401 | COMMUNICATIONS | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5403 | UTILITIES | \$ | 2,900.00 | \$ | 3,388.09 | \$ | 2,900.00 | \$ | 3,415.05 | \$ | 3,200.00 | \$ | 3,496.67 | \$ | 3,296.00 | \$ | 3,382.80 | \$ | 3,296.00 | \$ | 1,460.98 |
| 501-87-00-5505 | PROFESSIONAL SERVICES | | | | | | | | | | | | | | \$ | 5,700.00 | | | | | |
| 501-87-00-5525 | LEGAL | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5530 | ENGINEERING | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5540 | PROPERTY/LIABL INSRNC | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5561 | CONTRACTUAL SERVICES | | | | | | | | | | | | | | | | | | | | |
| 501-87-00-5600 | DEPRECIATION EXP | | | | | | | | | | | | | | | | | | | | |
| Division: 87 - Rodeo Arena Total: | | \$ | 2,900.00 | \$ | 3,447.37 | \$ | 2,900.00 | \$ | 4,540.21 | \$ | 3,200.00 | \$ | 3,548.80 | \$ | 3,296.00 | \$ | 9,082.80 | \$ | 3,296.00 | \$ | 1,460.98 |

Total Expenses \$ 2,678,012.00 \$ 2,359,591.29 \$ 3,008,057.00 \$ 2,755,529.55 \$ 4,604,552.00 \$ 4,125,280.95 \$ 4,266,286.00 \$ 3,628,629.41 \$ 4,040,117.00 \$ 2,054,370.48

FTE's

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6.55

6.75



City of Bastrop, TX
Police

| | | FY2020-2021 | FY2020-2021 | FY2021-2022 | FY2021-2022 | FY2022-2023 | FY2022-2023 | FY2023-2024 | FY2023-2024 | FY2024-2025 | FY2024-2025 |
|---|--------------------------------|----------------------|---------------------|---------------------|---------------------|----------------------|---------------------|---------------|---------------|---------------|---------------|
| | | Budgeted | Actuals | Budgeted | Actuals | Budgeted | Actuals | Budgeted | Actuals | Budgeted | Actuals |
| Revenue | | | | | | | | | | | |
| Division: 12 - Code Enforcement/Animal Control | | | | | | | | | | | |
| 101-09-12-5101 | OPERATIONAL SALARIES | \$ 41,350.00 | \$ 35,234.37 | \$ 43,046.55 | \$ 43,358.64 | \$ 46,680.00 | \$ 39,699.05 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5116 | LONGEVITY | \$ 75.00 | \$ 75.00 | \$ 185.00 | \$ 185.00 | \$ 300.00 | \$ 435.00 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5117 | OVERTIME | \$ 2,500.00 | \$ 3,881.88 | \$ 2,500.00 | \$ 4,049.68 | \$ 2,500.00 | \$ 845.92 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5150 | SOCIAL SECURITY | \$ 3,178.00 | \$ 2,996.37 | \$ 3,316.20 | \$ 3,639.55 | \$ 3,594.00 | \$ 3,133.72 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5151 | RETIREMENT | \$ 4,805.00 | \$ 4,543.92 | \$ 5,011.00 | \$ 5,523.08 | \$ 5,876.00 | \$ 5,146.92 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5155 | GROUP INSURANCE | \$ 8,928.00 | \$ 8,771.83 | \$ 9,534.00 | \$ 9,361.82 | \$ 10,222.00 | \$ 8,927.44 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5156 | WORKERS COMPENSATION | \$ 1,367.00 | \$ 1,425.42 | \$ 1,390.00 | \$ 1,468.64 | \$ 1,505.00 | \$ 1,863.03 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5201 | SUPPLIES | \$ 300.00 | \$ 186.89 | \$ 1,500.00 | \$ 619.02 | \$ 1,500.00 | \$ 2,152.19 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5203 | POSTAGE | \$ 800.00 | \$ 875.08 | \$ 3,675.00 | \$ 3,388.61 | \$ 1,850.00 | \$ 1,356.34 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5218 | SPECIAL PRINTING | \$ 375.00 | \$ 327.67 | \$ 125.00 | \$ 79.60 | \$ 375.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5240 | FUEL & LUBE | \$ 1,300.00 | \$ 38.05 | \$ 1,300.00 | \$ 71.56 | \$ 1,300.00 | \$ 598.44 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5320 | EQUIP/SOFTWARE MAINTENANCE | \$ 500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5330 | MAINT OF RADIO | \$ - | \$ - | \$ - | \$ - | \$ 3,753.00 | \$ 3,567.11 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5340 | MAINT OF VEHICLE | \$ 3,352.00 | \$ 1,979.17 | \$ 252.00 | \$ 82.18 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5505 | PROFESSIONAL SERVICES | \$ 200.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5513 | RECORDING FEES | \$ 200.00 | \$ - | \$ 200.00 | \$ - | \$ 200.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5515 | UNIFORMS | \$ 725.00 | \$ 160.00 | \$ 75.00 | \$ - | \$ 1,075.00 | \$ 650.96 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5556 | VETERINARY EXPENSE | \$ 500.00 | \$ 390.48 | \$ 1,590.00 | \$ 152.66 | \$ 1,590.00 | \$ 377.38 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5561 | CONTRACTUAL SERVICES | \$ 3,500.00 | \$ - | \$ - | \$ - | \$ 4,703.00 | \$ 2,500.00 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5605 | TRAVEL & TRAINING | \$ 1,000.00 | \$ 885.45 | \$ 160.00 | \$ 160.00 | \$ 985.00 | \$ 150.00 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5615 | DUES, SUBSCRIPTIONS & PUB | \$ 200.00 | \$ 50.00 | \$ 150.00 | \$ 125.00 | \$ 150.00 | \$ 50.00 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5621 | ANIMAL SHELTER EXP | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ - | \$ - | \$ - | \$ - |
| 101-09-12-5677 | CODE ENFORCE CLEAN UP PROJECTS | \$ 5,000.00 | \$ 2,181.00 | \$ - | \$ - | \$ 1,000.00 | \$ 600.00 | \$ - | \$ - | \$ - | \$ - |
| Division: 12 - Code Enforc/Animal Control Total: | | \$ 92,155.00 | \$ 76,002.58 | \$ 86,009.75 | \$ 84,265.04 | \$ 101,158.00 | \$ 84,053.50 | \$ - | \$ - | \$ - | \$ - |
| Division: 14 - Emergency Management | | | | | | | | | | | |
| 101-09-14-5201 | SUPPLIES-EM | \$ 2,250.00 | \$ 4,485.01 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5202 | INCIDENT SUPPLIES | \$ 72,611.00 | \$ 59,121.26 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5206 | OFFICE EQUIPMENT | \$ 1,500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5207 | COMPUTER EQUIP | \$ 800.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5218 | SPECIAL PRINTING | \$ 250.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5310 | MAINTENANCE AGREEMENTS | \$ 2,750.00 | \$ 498.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5320 | EQUIP/SOFTWARE MAINTENANCE | \$ 450.00 | \$ 285.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5401 | COMMUNICATIONS | \$ 2,820.00 | \$ 4,987.80 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5403 | UTILITIES | \$ 6,250.00 | \$ 8,083.86 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5505 | PROFESSIONAL SERVICES | \$ - | \$ (273.75) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5525 | LEGAL SERVICES | \$ - | \$ 366.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5595 | VEHICLE/EQUIP REPLACEMENT FEE | \$ 7,253.00 | \$ 7,253.04 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-5605 | TRAVEL & TRAINING | \$ 3,750.00 | \$ 509.90 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 101-09-14-6010 | EQUIPMENT | \$ - | \$ 13,124.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Division: 14 - Emergency Mgmt Total: | | \$ 100,684.00 | \$ 98,440.12 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Division: 21 - CID | | | | | | | | | | | |
| 101-09-21-5101 | OPERATIONAL SALARIES | \$ 201,730.00 | \$ 210,748.94 | \$ 459,447.75 | \$ 392,562.22 | \$ 465,459.00 | \$ 434,869.94 | \$ 465,781.00 | \$ 394,838.89 | \$ 389,500.00 | \$ 138,001.67 |
| 101-09-21-5109 | SIGN ON BONUS/RETENTION-CID | \$ - | \$ - | \$ 5,000.00 | \$ 10,000.00 | \$ - | \$ - | \$ - | \$ 5,000.00 | \$ - | \$ - |
| 101-09-21-5116 | LONGEVITY | \$ 1,455.00 | \$ 2,019.75 | \$ 3,935.00 | \$ 4,123.33 | \$ 4,620.00 | \$ 4,055.00 | \$ 3,780.00 | \$ 3,740.00 | \$ 3,900.00 | \$ 2,760.00 |
| 101-09-21-5117 | OVERTIME | \$ 6,500.00 | \$ 5,626.65 | \$ 6,500.00 | \$ 18,528.09 | \$ 6,500.00 | \$ 19,636.88 | \$ 12,000.00 | \$ 13,698.25 | \$ 37,000.00 | \$ 4,928.63 |
| 101-09-21-5150 | SOCIAL SECURITY | \$ 16,056.00 | \$ 16,773.90 | \$ 28,938.06 | \$ 32,521.12 | \$ 36,733.00 | \$ 34,396.46 | \$ 35,497.00 | \$ 30,446.18 | \$ 29,500.00 | \$ 10,772.58 |
| 101-09-21-5151 | RETIREMENT | \$ 24,323.00 | \$ 25,571.00 | \$ 43,797.00 | \$ 49,879.07 | \$ 59,866.00 | \$ 57,498.12 | \$ 58,519.00 | \$ 56,052.84 | \$ 54,400.00 | \$ 21,132.88 |



City of Bastrop, TX
Police

| | | FY2020-2021 Budgeted | FY2020-2021 Actuals | FY2021-2022 Budgeted | FY2021-2022 Actuals | FY2022-2023 Budgeted | FY2022-2023 Actuals | FY2023-2024 Budgeted | FY2023-2024 Actuals | FY2024-2025 Budgeted | FY2024-2025 Actuals |
|-------------------------------------|---|-------------------------|------------------------|-------------------------|------------------------|-------------------------|------------------------|-------------------------|------------------------|-------------------------|------------------------|
| Revenue | | | | | | | | | | | |
| 101-09-23-5218 | SPECIAL PRINTING | \$ 50.00 | \$ 14.24 | \$ 1,045.00 | \$ 368.00 | | | \$ 1,000.00 | \$ 839.61 | \$ 1,250.00 | \$ - |
| 101-09-23-5240 | FUEL & LUBE | \$ 1,150.00 | \$ 951.69 | \$ 1,075.00 | \$ 2,497.20 | | \$ 1,591.44 | \$ - | \$ 472.32 | \$ 600.00 | \$ 351.37 |
| 101-09-23-5340 | MAINT OF VEHICLE | \$ 2,024.00 | \$ 1,603.12 | \$ 1,608.00 | \$ 1,459.31 | \$ 6,000.00 | \$ 5,767.65 | \$ 1,750.00 | \$ 1,368.76 | \$ 9,000.00 | \$ 1,161.77 |
| 101-09-23-5515 | UNIFORMS | \$ 1,338.00 | \$ 875.51 | \$ 688.00 | \$ 665.92 | \$ 1,325.00 | \$ 914.72 | \$ 2,695.00 | \$ 2,611.67 | \$ 3,800.00 | \$ 871.78 |
| 101-09-23-5605 | TRAVEL & TRAINING | \$ 2,000.00 | \$ 1,852.97 | \$ 400.00 | \$ 321.60 | \$ 2,396.00 | \$ 2,685.29 | \$ 2,400.00 | \$ 2,284.03 | \$ 3,000.00 | \$ 1,393.74 |
| 101-09-23-5615 | DUES, SUBSCRIPTIONS & PUB | \$ 350.00 | \$ 329.88 | \$ 545.00 | \$ 522.88 | \$ 2,915.00 | \$ 2,868.73 | \$ 2,230.00 | \$ 2,205.00 | \$ 2,935.00 | \$ 145.00 |
| | Division: 23 - Crime Prevention Total: | \$ 113,847.00 | \$ 106,589.22 | \$ 121,282.68 | \$ 137,189.08 | \$ 143,216.00 | \$ 135,769.96 | \$ 142,209.76 | \$ 189,952.47 | \$ 165,293.21 | \$ 49,072.63 |
| | General Fund Expense Total: | \$ 3,398,656.00 | \$ 3,142,608.78 | \$ 3,688,528.00 | \$ 3,578,589.94 | \$ 4,217,264.00 | \$ 4,049,892.88 | \$ 4,364,296.28 | \$ 4,323,750.39 | \$ 5,960,421.11 | \$ 2,121,829.46 |
| Designated Fund Expenditures | | | | | | | | | | | |
| 102-00-00-5645 | PD LEOSE EXP | \$ 5,000.00 | \$ 370.00 | \$ 9,000.00 | \$ 4,945.00 | \$ 9,000.00 | \$ 6,984.64 | \$ 1,800.00 | \$ 396.46 | \$ 1,800.00 | \$ - |
| 102-00-00-5667 | PD SPECIAL EXP | \$ 1,000.00 | \$ 1,719.94 | \$ 2,000.00 | \$ 4,035.48 | \$ 2,000.00 | \$ 150.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ - |
| 102-00-00-5672 | LAW ENFORCEMENT | \$ 7,500.00 | \$ 10,000.00 | \$ - | \$ - | \$ 4,080.00 | \$ 4,043.00 | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - |
| | Designated Fund Expense Total: | \$ 13,500.00 | \$ 12,089.94 | \$ 11,000.00 | \$ 8,980.48 | \$ 15,080.00 | \$ 11,177.64 | \$ 3,800.00 | \$ 1,396.46 | \$ 3,800.00 | \$ - |
| | Total Expenses | \$ 3,412,156.00 | \$ 3,154,698.72 | \$ 3,699,528.00 | \$ 3,587,570.42 | \$ 4,232,344.00 | \$ 4,061,070.52 | \$ 4,368,096.28 | \$ 4,325,146.85 | \$ 5,964,221.11 | \$ 2,121,829.46 |
| | FTE's | 27.00 | | 32.00 | | 32.00 | | 34.00 | | 40.75 | |



Staff Report

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the second reading of Ordinance No. 2025-07, establishing and adopting a short-term rental registration process; amending the Bastrop Code of Ordinances, Chapter 4, by enacting Article 4.13, Sections 4.13.001 – 4.13.012 titled “Short Term Rentals.”

AGENDA ITEM SUBMITTED BY:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY

The City of Bastrop is seeking to implement a registration process for any active short-term rentals (STR) within the city limits of Bastrop. This process intends to adopt a policy that requires owners or operators of STRs within the city limits of Bastrop to register with the City annually. The registration fee will be \$25.00 per registration, and registration will be required for each structure that operates as an STR on a lot.

To register with the City, owners or operators will be required to file a registration application with the Development Services Department. The application will require owners or operators to provide the City with beneficial information, such as a local contact person for the STR that can be reached 24/7. Providing the City with this kind of information will ensure that during events where critical messaging needs to be sent out to the public (boil water notice, emergency evacuation, etc.), someone can be reached to share the information with the guests staying at the STR.

The STR policy will also require that owners and operators provide the following information to all guests:

1. The contact information for the local contact person, which must also be posted in the STR in a prominent location.
2. City contact information, website, and emergency numbers.
3. A parking plan identifying the location of on-site parking spaces to be used in conjunction with the STR.
4. A floor plan of the STR identifying bedrooms, other living spaces, and emergency evacuation routes.
5. Summary of applicable local regulations and restrictions related to parking, noise ordinance, water conservation, and emergency management protocol.

The proposed STR ordinance also contains standards for the revocation of a STR registration and an appeals process that a customer can utilize if faced with the revocation or denial of a STR registration.

PUBLIC ENGAGEMENT:

Staff hosted a town hall meeting on January 22, 2025, where they presented the proposed ordinance to the community. The town hall meeting also had a question-and-answer component in which Staff engaged with the public regarding their questions.

On January 30, 2025, at the Planning and Zoning Commission Meeting, Staff gave an update to the Commission explaining the proposed ordinance and answered questions from the Commission.

Then, on February 5, 2025, at the Historic Landmark Commission Meeting, Staff gave an update to the Commission explaining the proposed ordinance and answered questions from the Commission.

RECOMMENDATION:

Take action on the second reading of Ordinance No. 2025-07, establishing and adopting a short-term rental registration process, amending the Bastrop Code of Ordinances, Chapter 4, by enacting Article 4.13, Sections 4.13.001 – 4.13.012 titled “Short Term Rentals.”

ATTACHMENTS:

- Ordinance No. 2025-07
- Attachments: Exhibit A – Chapter 4, Article 4.13 - Short Term Rentals

CITY OF BASTROP, TX
ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ESTABLISHING AND ADOPTING A SHORT-TERM RENTAL REGISTRATION PROCESS; AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 4, BY ENACTING ARTICLE 4.13, SECTIONS 4.13.001 – 4.13.012 TITLED “SHORT TERM RENTALS”; AS ATTACHED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, PROPER NOTICE AND MEETINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Council directed staff to develop short-term rental regulations in response to a significant increase in short-term rentals citywide; and

WHEREAS, the upward trend in the number short-term rentals in residential neighborhoods is expected to continue due to destination events like the Mardi Gras Festival and the Lighted Christmas Parade, along with regional growth pressures from commercial entities forecasting higher demand for transient visitors; and

WHEREAS, based on lessons learned from other cities where short-term rentals are more numerous, the introduction of regulations is an important step in preparing the Bastrop community for future growth in the short-term rental industry; and

WHEREAS, the Council supports the use of property for rental use in the short-term and acknowledges the business goals of short-term rental owners and the economic value of the short-term rental industry; and

WHEREAS, Council seeks to minimize potential adverse impacts to Bastrop residents from short-term rentals, namely public safety risks, illegal parking, traffic, trash; and

WHEREAS, short-term occupants and operators must be aware of local rules to enhance compliance and public safety; and

WHEREAS, the establishment of a short-term rental registration requirement will help protect the health and safety of the City’s residents as well as occupants of a short-term rental; and

WHEREAS, requiring the registration of all short-term rental properties will help ensure the appropriate hotel occupancy taxes are paid.

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Adoption of Short-term Rental Registration. The City Council hereby approves and adopts the Short-term Rental Registration consistent with this ordinance, as attached in Exhibit A.

Section 3. Amendment. Chapter 4 of the City of Bastrop Code of Ordinances is hereby amended by adding Article 4.13, Sections 4.13.001 – 4.13.012 entitled “Short Term Rentals” to read as set forth in Exhibit A attached hereto and incorporated herein for all purposes.

Section 4. Repealer. All ordinances or resolutions that are in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5. Severability. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 6. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 7. Effective Date. This ordinance shall take effect 60-days after the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

Section 8. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED on *First Reading* by the City Council of the City of Bastrop, on this, the **11th** day of **February, 2025**.

PASSED & APPROVED on *Second Reading* by the City Council of the City of Bastrop, on this, the **25th** day of **February, 2025**.

Signature Page to follow

CITY OF BASTROP, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

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Chapter 4 BUSINESS REGULATIONS

ARTICLE 4.13 SHORT TERM RENTALS

Sec. 4.13.001 Purpose.

This Chapter is intended to regulate short-term rentals within the municipal city limits of the City of Bastrop. This Chapter allows the rental of residential properties to short-term visitors, while preserving the quality of life and character of Bastrop neighborhoods. This Chapter ensures that owners and operators are following City, State, and Federal Law. This Chapter also ensures that the number of occupants within such rental units does not exceed the design capacity of the structure to cause health and safety concerns.

Sec. 4.13.002. Definitions.

Bedroom means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by International Residential Code as adopted by the City of Bastrop.

City Manager means the City's City Manager or the City Manager's designee.

Director means the City's Development Services Director or designee.

Local contact person means the person designated by the owner or operator who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of:

- (1) Responding promptly to complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit; and
- (2) Taking remedial action to resolve such complaints.

The owner or operator may be listed as the local contact person.

Occupant means any individual person living in, sleeping in, or possessing a building or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract, or other legal document to be considered an occupant.

Operator means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government, or any other group or combination acting as a unit who is the proprietor of a short-term rental with authority to act in that capacity, whether in the capacity of owner, lessee, sub-lessee, mortgagee in possession, licensee, or any capacity

EXHIBIT A

38 *Owner* means a person or entity who owns the real property and a structure where a
39 short-term rental is located.

40 *Premises* means property, a lot, plot, or parcel of land, including any structures or
41 portions of structures thereon.

42
43 *Short-term rental* (also known as transient rentals, vacation rentals, short-term vacation
44 rentals, or resort dwelling units) means any residential structure, including a single-family home,
45 an accessory dwelling structure, or a unit in an apartment or condominium building, or any portion
46 thereof, used for lodging accommodations to occupants for a period of less than thirty (30)
47 consecutive days. The definition of short-term rental does not include a hotel, motel, bed and
48 breakfast, executive suite, or other non-residential use. Properties rented for longer than 30 days
49 that are still advertised as available on a nightly basis fall into this category.

50 **Sec. 4.13.003. Short-term rental registration required.**

- 51
- 52 1) It shall be unlawful for any person to own or operate a short-term rental within the city
 - 53 without a valid short-term rental registration issued pursuant to this Chapter.
 - 54 2) For properties with more than one short-term rental, a separate application shall be
 - 55 filed with the City of Bastrop for each individual structure operating as a short-term
 - 56 rental on the property.
 - 57 3) Short-term rentals in operation at the time of the effective date of this Ordinance shall
 - 58 have (60) sixty days to obtain or file an application for a short-term rental registration.

59 **Sec. 4.13.004 Registration Application.**

- 60
- 61 1) *Application Requirement.* An owner of a short-term rental shall submit to the city an
 - 62 application for registration to the City.
 - 63 2) *Application Contents.* Applications shall contain the following information:
 - 64 a. The physical address of the short-term rental and property ID designated by the
 - 65 Appraisal District;
 - 66 b. The owner's name, address, email address, and telephone number;
 - 67 c. If the owner is not an individual, then the name, address, and email address of a
 - 68 natural person who has the legal authority to act for the owner;
 - 69 d. The operator's name, address, email address, and telephone number and written
 - 70 verification from the owner that the operator is authorized to operate the premises
 - 71 as a short-term rental;
 - 72 e. If the operator is not a natural person, then the name, address, and email address
 - 73 of a natural person who has the legal authority to act for the operator;
 - 74 f. The name and website link to all internet platforms that owner or operator
 - 75 advertises or takes reservations for the short-term rental at any time during a 12-
 - 76 month period from the date of application;

EXHIBIT A

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- g. The name, address, email address, and twenty-four (24) hour telephone number of a local contact person;
 - h. A statement that the owner or operator of the short-term rental is in compliance with and will maintain compliance with the requirements of this Chapter, and with all applicable state and local laws, including applicable Fire and Building Code requirements regarding occupancy, smoke and carbon monoxide detectors, and fire extinguishers, and that the owner or operator shall be liable for any violations of applicable state and local laws;
 - i. Verification that the owner or operator has no delinquent hotel occupancy taxes due on the residential premises in accordance with City Code of Ordinances Chapter 11;
 - j. The number of bedrooms in the short-term rental, the proposed number of occupants, and the number of off-street parking spaces available on the property where the short-term rental is located;
 - k. Any other information deemed necessary for review of the application by the Director.
- 3) *Application fee.* The short-term rental non-refundable registration application fee is twenty-five dollars (\$25.00), as referenced in Appendix A - Fee Schedule, and must be paid when the application is submitted.
- 4) *Registration Issuance.* The Director shall issue a short-term rental registration to the owner or operator if the Director determines:
- a. All fees required under this Chapter and taxes, including hotel occupancy taxes required under Chapter 11 of the Code of Ordinances of the City of Bastrop have been paid to the City;
 - b. The applicant has submitted a complete application and has complied with all requirements for issuance of a short-term rental registration; and
 - c. The applicant did not make a false statement in the application for the short-term rental registration.
- 5) *Registration Denial.*
- a. The Director may deny the short-term rental registration application if:
 - i. The applicant provided false or misleading information on the application;
 - ii. The owner is overdue in payment to the city of taxes, fees, fines or penalties or fails to provide documentation when requested showing all occupancy taxes have been paid for the property;
 - iii. The applicant has failed to provide the required information in Section 4.13.004(2) of this Chapter;
 - iv. The applicant or property has pending complaints or violations of this Chapter or any other provision of the Code of Ordinances or regulations of the City of Bastrop; or

EXHIBIT A

- 118
- 119 v. The applicant or the property is the subject of repeated substantiated
- 120 violations of the City Code or state law during a 24-month period prior to
- 121 applying for a short-term rental registration or renewal of a registration
- 122 provided that the denial will be based on:
- 123
- 124 1. the frequency of any repeated violations;
- 125
- 126 2. whether a violation was committed intentionally or knowingly; and
- 127
- 128 3. any other information that demonstrates the degree to which the
- owner or occupant has endangered public health, safety, or welfare.
- 129
- 130 b. The applicant shall have the right to appeal the denial pursuant to Section
- 4.13.011.

Sec. 4.13.005 Change of Information.

133 Any change of information provided in a short-term rental application form must be reported
134 to the City within ten (10) days and be continuously updated as changes occur.

Sec. 4.13.006 Transferability.

136 A short-term rental registration is not transferable and shall not be assigned nor transferred
137 to another person or entity. Any attempt to transfer a registration or attempt to use another
138 person’s registration shall be grounds for revocation of a registration.

Sec. 4.13.007 Expiration of registration; renewals.

140 A short-term rental registration expires upon the earlier of the following occurrences:

- 141
- 142 i. One (1) year after the date of issuance; or
- 143
- 144 ii. When the ownership of the short-term rental changes.

- 145 1) An owner shall file an application to renew a short-term rental registration at least thirty
- 146 (30) days prior to the expiration of the current registration.
- 147 2) The property owner or entity shall submit a new application and pay a new registration fee
- 148 each year for the renewal of the short-term rental registration with the City of Bastrop.
- 149 3) The Director may require such certifications deemed necessary and proper to ensure
- 150 continuing compliance with this article.
- 151 4) If the renewal application satisfies the conditions of this Chapter and all other applicable
- 152 ordinances, the application for renewal of a short-term rental registration shall be
- 153 approved by the director or designee.
- 154 5) A nonrefundable renewal application fee of twenty-five dollars (\$25.00), as referenced in
- 155 Appendix A - Fee Schedule, shall accompany any renewal application.

Sec. 4.13.008 Additional requirements.

- 156
- 157 1) For the purposes of ensuring the safety and wellbeing of guests staying in short-term
- 158 rentals, the City shall give the owner or operator of a short-term rental the opportunity to
- 159 display a registration sticker outside the entrance to a short-term rental.

EXHIBIT A

- 160
- 161 2) The owner or operator of the short-term rental must provide the following information to
- 162 all occupants:
- 163 i. The contact information for the local contact person, which must also be
- 164 posted in the short-term rental in a prominent location.
- 165 ii. City contact information, website, and emergency numbers.
- 166 iii. A parking plan identifying the location of on-site parking spaces to be
- 167 used in conjunction with the short-term rental.
- 168 iv. A floor plan of the short-term rental identifying bedrooms, other living
- 169 spaces, and emergency evacuation routes.
- 170 v. Summary of applicable local regulations and restrictions related to
- 171 parking, noise ordinance, water conservation, and emergency
- 172 management protocol.

173 **Sec. 4.13.009 Hotel Occupancy Taxes.**

174 It is a condition of the initial and continued validity of a short-term rental registration that the owner
175 or operator has paid and remains current on the payment of all hotel occupancy taxes owed to
176 the City under the Texas Tax Code. Failure to timely pay the hotel occupancy taxes is considered
177 a violation of this Chapter and may result in the revocation of a short-term rental registration.

178 **Sec. 4.13.010 Revocation of Registration.**

- 180 a) The Director may revoke a registration for any of the following reasons:
- 181 i. Failure to comply with any provision of the city ordinances or any state or
- 182 federal law applicable to the operation of the short-term rental or the
- 183 property on which it is located.
- 184 ii. Providing false or misleading information on a short-term rental
- 185 application.
- 186 iii. Failure to notify a change of information required pursuant to Sec
- 187 4.13.005.
- 188 iv. Failure to pay any hotel occupancy tax required under Chapter 11, Article
- 189 11.04 of the Code of Ordinances.
- 190 v. Failure to pay a fee required pursuant to this Chapter at the time payment
- 191 was due.
- 192 b) Prior to denying or revoking a registration, the director shall deliver written notice of the
- 193 possible revocation, the basis of the revocation, and a statement that the owner or
- 194 operator has ten (10) days after delivery to remedy the violation to prevent revocation of
- 195 the registration.
- 196 c) Upon revocation of a registration, the director shall send written notice of revocation, the
- 197 basis of the revocation, and a statement informing the owner or operator of the right to
- 198 appeal a revocation pursuant to Section 4.13.011

EXHIBIT A

- 199
- 200 d) Once during a registration period, the director may reinstate a revoked short-term rental
- 201 registration if the basis of the revocation is remedied, and the owner or occupant has
- 202 paid a twenty-five dollar (\$25) reinstatement fee, as referenced in Appendix A - Fee
- 203 Schedule.

204 **Sec. 4.13.011 Appeals.**

- 205 a) If the Director denies the issuance or renewal of a short-term registration or revokes a
- 206 short-term-rental registration, the action is final unless the owner or operator files a written
- 207 appeal to the City Manager within ten (10) calendar days of delivery of the notice of
- 208 revocation.
- 209 b) If a written request for an appeal is filed with the City Manager within the ten-day period,
- 210 the City Manager shall hear the appeal within thirty (30) days from the city's receipt of the
- 211 appeal unless otherwise agreed by the city and the appellant.
- 212 c) Failure to file an appeal in accordance with this section is a waiver of appeal, and the
- 213 Director's decision shall be final.
- 214 d) At the appeal hearing, the City Manager may only affirm or reverse a denial or revocation
- 215 if the appellant proves that the Director erred in denying or revoking the short-term rental
- 216 registration as of the date of the revocation or denial. The City Manager may consider the
- 217 appellant's subsequent remedial measures or payments in determining whether to affirm
- 218 or reverse the director's decision.
- 219 e) If the City Manager denies the appeal for the issuance or renewal of a short-term rental
- 220 registration or revocation of a short-term rental registration, the action is final unless the
- 221 owner or operator files a written appeal to the City Council, which shall be submitted to
- 222 the City Secretary's Office within ten (10) calendar days of delivery of the notice of the
- 223 denial of the appeal.
- 224 f) If a written request for an appeal to City Council is filed with the City Secretary's Office
- 225 within the ten-day period, the City Council shall hear the appeal within thirty (30) days from
- 226 the city's receipt of the appeal unless otherwise agreed by the city and the appellant.
- 227 g) Failure to file an appeal in accordance with this section is a waiver of appeal and the City
- 228 Manager's decision shall be final.
- 229 h) At the appeal hearing, the City Council may only affirm or reverse a denial or revocation if
- 230 the appellant proves that the Director and City Manager erred in denying or revoking the
- 231 short-term rental registration as of the date of the revocation or denial. The City Council
- 232 may consider the appellant's subsequent remedial measures or payments in determining
- 233 whether to affirm or reverse the Director and City Manager's decision. The decision of the
- 234 City Council is final and no rehearing or appeal may be granted.

235 **Sec. 4.13.012 Compliance and enforcement—Penalty provisions.**

- 236 a) Any person or entity who violates this chapter or fails to comply with any of the
- 237 requirements thereof shall be subject to the general penalty provisions provided for in
- 238 Section 1.01.009 of the City's Code of Ordinances.
- 239 b) Penalties provided for in this article are in addition to any other criminal or civil remedies
- 240 that the city may pursue under federal, state, or local law.



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the second reading of Ordinance No. 2025-10, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES (e).

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

These amendments are to increase protections for trees within the City Limits by matching Texas local Government code section 212.908, that allows mitigation to begin at 10 inches.

On October 30th, 2024, the Planning and Zoning Commission held a workshop that introduced some code amendments. On January 30th, 2024, the Planning and Zoning Commission held a public hearing on the same amendments from the previous meeting. The public hearing was held, members of the community spoke their questions and concerns, and the Planning and Zoning Commission recommended approval with a vote of 6-0.

On January 13th the Parks and Recreation board held a meeting where these amendments were discussed. The parks board provided their recommendations, and then the Planning and Zoning Commission made their recommendations based on those from the Parks board.

POLICY EXPLANATION:

Bastrop Building Block (B3) Code Technical Manual

Per the technical manual table 1.4.001A Development Application Approval Process, a public hearing and recommendation from Planning and Zoning, and then another public hearing and decision from City Council is required for any text amendments.

RECOMMENDATION:

Consider and act on the second reading of Ordinance No. 2025-10, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES (e).

ATTACHMENTS:

- Attachment 1: Ordinance No. 2025-10
 - Exhibit A- Redlined Changes

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 6.3 GENERAL LOT STANDARDS, 6.3.004 PROTECTED & HERITAGE TREES (E) AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees and the construction of buildings; and

WHEREAS, these amendments are to increase protections for trees within the City Limits by matching state law that allows mitigation to begin at 10 inches.

WHEREAS, the City Council find that certain amendments to the aforementioned ordinances are necessary and reasonable to meet changing conditions and are in the best interest of the City.

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

Section 1. Finding of Fact: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Amendment To Bastrop Building Block Code (B3), Section 6.3.004 of the Bastrop Building Code is hereby amended and shall read in accordance with Exhibit "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as shown in each of the attachments.

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Repeal. This Ordinance shall be and is hereby cumulative of all other

ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading on this the 11th day of February 2025.

READ & ADOPTED on Second Reading on this the 25th day of February 2025.

APPROVED:

by: _____
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

(e) Protected Trees:

- (1) Tree species listed in the Preferred Plant List in the B3 Technical Manual (with the exception of the invasive plants listed) with a ~~7~~ 10 caliper inch diameter or greater measured at the DBH.
- (2) Protected trees must be preserved, protected, and integrated in the Development of the property.
- (3) Proposed Removal of healthy protected trees must be submitted for approval to the DRC.



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the second reading of Ordinance No. 2025-11, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES adding (c) and (d) (1), (2), (3), and (4); 6.3.004 PROTECTED & HERITAGE TREES changing (e) (1), (4), and adding (4) (A) and (B), and (6); 6.3.004 PROTECTED & HERITAGE TREES changing (f) (1), (4), and adding (4) (A) and (B) and (6); 6.3.004 PROTECTED & HERITAGE TREES adding (g)(1) (A), (B) and (C) and (h) (1) and (2); 6.3.004 PROTECTED & HERITAGE TREES adding (i) (2).

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

This amendment seeks to improve tree protection by adding requirements for a tree survey, specifications for replacement trees, and also adding penalties when not followed.

On October 30th, 2024, the Planning and Zoning Commission held a workshop that introduced some code amendments. On January 30th, 2024, the Planning and Zoning Commission held a public hearing on the same amendments from the previous meeting. The public hearing was held, members of the community spoke their questions and concerns. Options were given to the Planning and Zoning commission, their motion is as follows; "motion to amend section 6.3.004 PROTECTED & HERITAGE TREES to add the requirement of a tree survey, add penalties and replacement trees shall be a minimum of 2 " in diameter measured at 12" above ground and 5 ft in height when planted and that if an ISA certified arborist deems a replacement tree as dead or dying that the tree has to be replaced in perpetuity." The red lines reflect the updated motion. The motion passed unanimously.

On January 13th the Parks and Recreation board held a meeting where these amendments were discussed. The parks board provided their recommendations, and then the Planning and Zoning Commission made their recommendations based on those from the Parks board.

On February 11, 2025 the City Council board held a public hearing meeting where these amendments were discussed. The City Council made a motion to approve followed with an amendment to the motion to read "transplanted trees must successfully survive, if an ISA certified arborist deems a replacement tree as dead or dying the tree has to be replaced in perpetuity." The red lines reflect the updated motion. The motion passed unanimously.

POLICY EXPLANATION:**Bastrop Building Block (B3) Code Technical Manual**

Per the technical manual table 1.4.001A Development Application Approval Process, a public hearing and recommendation from Planning and Zoning, and then another public hearing and decision from City Council is required for any text amendments.

RECOMMENDATION:

Consider and act on the second reading of Ordinance No. 2025-11, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES adding (c) and (d) (1), (2), (3), and (4); 6.3.004 PROTECTED & HERITAGE TREES changing (e) (1), (4), and adding (4) (A) and (B), and (6); 6.3.004 PROTECTED & HERITAGE TREES changing (f) (1), (4), and adding (4) (A) and (B) and (6); 6.3.004 PROTECTED & HERITAGE TREES adding (g)(1) (A), (B) and (C) and (h) (1) and (2); 6.3.004 PROTECTED & HERITAGE TREES adding (i) (2).

ATTACHMENTS:

- Attachment 1: Ordinance No. 2025-11
 - Exhibit A- Redlined Changes

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 6.3 GENERAL LOT STANDARDS, 6.3.004 PROTECTED & HERITAGE TREES ADDING (C) AND (D) (1), (2), (3), AND (4); 6.3.004 PROTECTED & HERITAGE TREES CHANGING (E) (1), (4), AND ADDING (4) (A) AND (B), AND (6); 6.3.004 PROTECTED & HERITAGE TREES CHANGING (F) (1), (4), AND ADDING (4) (A) AND (B) AND (6); 6.3.004 PROTECTED & HERITAGE TREES ADDING (G)(1) (A), (B) AND (C) AND (H) (1) AND (2); 6.3.004 PROTECTED & HERITAGE TREES ADDING (I) (2); AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees and the construction of buildings; and

WHEREAS, this amendment seeks to improve tree protection by adding requirements for a tree survey, specifications for replacement trees, and also adding penalties when not followed.

WHEREAS, the City Council find that certain amendments to the aforementioned ordinances are necessary and reasonable to meet changing conditions and are in the best interest of the City.

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

Section 1. Finding of Fact: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Amendment To Bastrop Building Block Code (B3), Section 6.3.004 of the Bastrop Building Code is hereby amended and shall read in accordance with Exhibit "A", which is attached hereto and incorporated into

this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as shown in each of the attachments.

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading on this the 11th day of February 2025.

READ & ADOPTED on Second Reading on this the 25th day of February 2025.

APPROVED:

by: _____
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

SEC. 6.3.003 BUILDING PLACEMENT

- (a) Principal buildings shall be positioned on a Lot in accordance with Section 6.5.003 Building Standards per Place Type.
- (1) The First Layer is the area of land between the Frontage Line and the Build-to-Line. The First Layer is measured from the Frontage Line.
 - (2) The required Build-to-Line is the minimum percentage of the front Building Facade that must be located within the First Layer, measured based on the width of the Building divided by the width of the Lot.
 - (3) A Building Facade must be placed within the First Layer for the first 30 feet along the Street extending from any Block corner.
 - A. All Structures and encroachments customarily allowed on the Lot are permitted in the First Layer, with the exception of parking.

SEC. 6.3.004 PROTECTED & HERITAGE TREES

- (a) Tree Determinations: Protected or heritage tree designations are determined by measuring at the height of the tree at 4.5 feet above the ground or Diameter at Breast Height (DBH), for various tree species for purposes

of applying the Standards of this section. Multi-trunk trees are to be measured with the largest trunk counting for full DBH inches plus 50 percent of the DBH sum of the additional trunks, if the tree is classified as protected or heritage.

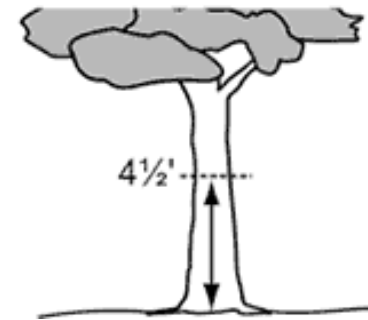
Measuring Tree Size for Existing Trees

Figure 6.3A

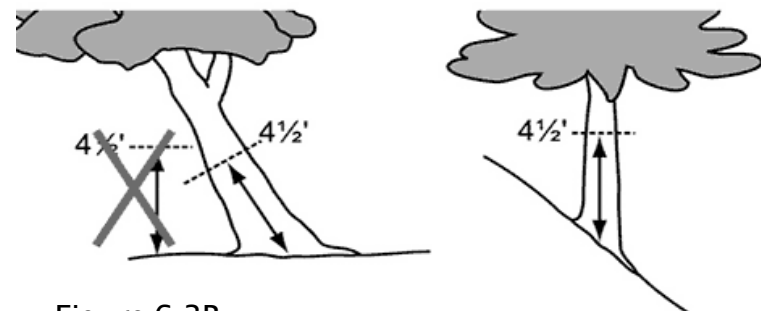
Measuring Existing Trees with an Angle or on Slope

Figure 6.3B

(b) When the trunk branches or splits less than 4.5 feet from the ground, measure the smallest circumference below the lowest branch. See Figure 6.3B. If the tree has a branch or a bump at 4.5 feet, it is better to measure the diameter slightly below or above the branch/bump.

(c) No grading or tree removal shall take place on any undeveloped property without obtaining a permit unless exempted from this code.

(d) Tree Survey

(1) A tree survey and preservation plan for all areas of soil disturbance and construction activity including all work within rights-of-way and easements shall be submitted within a zoning concept scheme application. If rezoning is not applicable for a property, then this document shall be submitted at the time of public improvement plans or site development plans, whichever is first.

(2) The tree survey and preservation plan shall be approved and signed by an ISA certified Arborist and licensed surveyor and the information submitted shall not be older than two years.

(3) The tree survey and preservation plan must be reviewed

(4) The requirement of a tree survey and preservation plan may be appealed to the Planning and Zoning Commission. If sufficient information is provided to review the various provisions of this Code and the Commission determines that a tree survey and

preservation plan is not necessary, the Commission may recommend that this requirement may be waived by the City Council. The City Council shall make the final decision on whether a tree survey and preservation plan is necessary for development.

(e) Protected Trees:

(1) Tree species listed in the Preferred Plant List in the B3 Technical Manual (with the exception of the invasive plants listed) with a ~~13~~ 10 caliper inch diameter or greater measured at the DBH.

(2) Protected trees must be preserved, protected, and integrated in the Development of the property.

(3) Proposed Removal of healthy protected trees must be submitted for approval to the DRC.

(4) Granted Removal of protected trees shall be replaced by planting trees from the Preferred Plant List in the B3 Technical Manual (with the exception of the invasive plants listed), on the property equal to the total caliper inches of the trees removed, measured at 12 inches in height from the ground.

(A) Said replacement trees shall be a minimum of two- inch (2") diameter (measured at twelve-inch [12"] above ground) and five-feet (5') in height when planted.

(B) If an ISA certified arborist deems a replacement as

dead or dying, it must be replaced by another tree replacement tree in compliance with this code in perpetuity.

- (5) Alternative compliance may be submitted to the DRC for approval or a fee in lieu shall be paid if the Site can not meet the Standards of this section. See the City Fee Schedule for tree replacement cost.
- (6) This mitigative measure is not meant to supplant good site planning. Tree replacement will be considered only after all design alternatives, which could save more existing trees, have been evaluated and reasonably rejected.

(f) Heritage Trees:

- (1) Tree species listed in Preferred Plant List in the B³ Technical Manual (with the exception of the invasive plants listed) with a 24-caliper inch circumference or greater measured DBH.
- (2) Heritage trees must be preserved, protected, and integrated in the Development of the property.
- (3) Proposed Removal of healthy heritage trees must be submitted for approval to the DRC.
- (4) Granted Removal of protected trees shall be replaced by planting trees from the Preferred Plant List in the

B3 Technical Manual, (with the exception of the invasive plants listed) on the property equal to the total caliper inches of the trees removed, measured at 12 inches in height from the ground.

- (A) Said replacement trees shall be a minimum of two- inch (2") diameter (measured at twelve-inch [12"] above ground) and five-feet (5') in height when planted.
- (B) If an ISA certified arborist deems a replacement tree as dead or dying, it must be replaced by another replacement tree in compliance with this code in perpetuity.

- (5) Alternative compliance may be submitted to the DRC for approval or a fee in lieu shall be paid if the Site can not meet the Standards of this section. See the City Fee Schedule for tree replacement cost.
- (6) This mitigative measure is not meant to supplant good site planning. Tree replacement will be considered only after all design alternatives, which could save more existing trees, have been evaluated and reasonably rejected.

(g) Tree Preservation Credits.

(1) For every healthy protected tree ten (10) inches caliper or larger) located outside of the flood plain that is preserved, the developer shall be given credit, according to the following chart. When interior parking lot landscaping is also required, only those trees preserved in the parking area shall be considered for credit for the parking area, according to the following:

(A) Trees ten (10) inches to twenty-four (24) inches caliper: one and one-half (1½") inches credit for each one (1) inch preserved.

(B) Trees over twenty-four (24) inches caliper: Two (2) inches credit for each one (1) inch preserved.

(C) Healthy unprotected trees, over twelve (12) inches in size, located outside the flood plain, may be considered for tree credits only when individually field inspected and approved by a designated representative of the City of Bastrop.

(h) Replacement of Trees

(1) In the event it is necessary to remove a tree ten (10) inches caliper or larger, the developer, builder or property owner shall be required to replace the tree to be removed with comparable or better spacious trees somewhere within the planned development or subdivision. The City Council may allow such trees to be located to other areas in the City if it is deemed necessary by City staff, and space is available. Otherwise,

the developer, builder or property owner shall, at the City's option, escrow funds sufficient to meet the requirements of this Ordinance.

(2) Trees planted to satisfy landscape requirements that are indicated herein, and successfully transplanted trees, shall count toward the tree replacement requirements, inch for inch. Transplanted trees must successfully survive if an ISA certified arborist deems replacement tree as dead or dying the tree has to be replaced in perpetuity.

(i) Exempt Trees:

(1) Any protected or heritage trees determined to be diseased, overly-mature, dying or dead, by an ISA certified arborist are exempted from the Standards of this Code.

(2) All invasive species identified by an ISA certified arborist will receive invasive species credits, ½ credit for every inch of invasive tree being remove



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the second reading of Ordinance No. 2025-12, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Chapter 10, definitions, adding definitions for Native Plants, Invasive Plants, and ISA-Certified Arborist.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

These amendments are add definitions introduced with these amendments in order to add clarity.

On October 30th, 2024, the Planning and Zoning Commission held a workshop that introduced some code amendments. On January 30th, 2024, the Planning and Zoning Commission held a public hearing on the same amendments from the previous meeting. The public hearing was held, members of the community spoke their questions and concerns, and the Planning and Zoning Commission recommended approval with a vote of 6-0.

On January 13th the Parks and Recreation board held a meeting where these amendments were discussed. The parks board provided their recommendations, and then the Planning and Zoning Commission made their recommendations based on those from the Parks board.

POLICY EXPLANATION:

Bastrop Building Block (B3) Code Technical Manual

Per the technical manual table 1.4.001A Development Application Approval Process, a public hearing and recommendation from Planning and Zoning, and then another public hearing and decision from City Council is required for any text amendments.

RECOMMENDATION:

Consider and act on the second reading of Ordinance No. 2025-12, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Chapter 10, definitions, adding definitions for Native Plants, Invasive Plants, and ISA-Certified Arborist.

ATTACHMENTS:

- Attachment 1: Ordinance No. 2025-12
 - Exhibit A- Redlined Changes

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, CHAPTER 10, DEFINITIONS, ADDING DEFINITIONS FOR NATIVE PLANTS, INVASIVE PLANTS, AND ISA-CERTIFIED ARBORIST AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees and the construction of buildings; and

WHEREAS, these amendments are add definitions introduced with these amendments in order to add clarity.

WHEREAS, the City Council find that certain amendments to the aforementioned ordinances are necessary and reasonable to meet changing conditions and are in the best interest of the City.

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

Section 1. Finding of Fact: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Amendment To Bastrop Building Block Code (B3), Chapter 10 Definitions is hereby amended and shall read in accordance with Exhibit “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as shown in each of the attachments.

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading on this the 11th day of February 2025.

READ & ADOPTED on Second Reading on this the 25th day of February 2025.

APPROVED:

by: _____
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Historic District shall mean a geographically defined neighborhood or area that has a significant historical, architectural, or cultural significance to the overall character and identity of the City.

Historic Landmark shall mean a Site, and/or all Structure(s), located thereon , that have been designated by the City through criteria established within this article.

Homeowners Association shall mean an incorporated or unincorporated association that is designated as the representative of the owners of the property in the Suburban Subdivision that: (1) has a membership primarily consisting of the owners of the property covered by the dedicatory instrument for the Suburban Subdivision, and (2) manages and/or regulates the Suburban Subdivision for the benefit of the owners of property in the Subdivision.

House shall mean a single Dwelling unit Edgeyard Building on a regular Lot.

Incremental shall mean characterizing progress, such as the evolution of a Building parcel or a City, accomplished one small step at a time.

Invasive Plants - plants that are not native to a particular habitat, and once introduced, they move aggressively into a habitat and monopolize resources such as light, nutrients, water, and space to the detriment of other species.

Inventory shall mean a list of properties that have been identified and evaluated as meeting specified criteria of significance as a contributing or non-contributing historic Structure or Site.

IBC/ ICC (International Building Code/ International Code Council) shall mean the Code or Codes adopted by the City of Bastrop to ensure public health and safety of buildings, including all related Codes.

Infill/ Infill Development shall mean Non-new Development on land that had been previously developed, including most Greyfield and Brownfield Sites and cleared land within Urbanized areas. verb- to develop such areas.

Inflatable Sign shall mean an inflatable device, with or without a message, figure, or design attached to its surface designed to attract attention.

ISA-Certified Arborist - International Society of Arboriculture tested and certified to have a professional level of knowledge and skill in the field of arboriculture.

Layer shall mean a range of depth of a Lot within that certain elements are permitted.

| | |
|--------------|--|
| First Layer | The area of a Lot from the Frontage Line to the Facade of the Principal Building. |
| Second Layer | The area of a Lot set behind the First Layer to a depth of 20 feet in all Place Types. |
| Third Layer | The area of a Lot set behind the Second Layer and extending to the rear Lot Line. |

Light Trespass shall mean light emitted from fixtures designed or installed in a manner that unreasonably causes light to fall on a property other than the one where the light is installed, in a motor vehicle drivers' eyes, or upwards toward the sky.

Lighting shall mean any source of light that does not include natural light emitted from celestial objects or fire. The term includes any type of Lighting, fixed or movable, designed or used for outdoor illumination of buildings or homes, including Lighting for billboards, streetlights, canopies, gasoline station islands, searchlights used for advertising purposes, externally or internally illuminated on- or off-Premises advertising Signs, and area-type Lighting. The term includes Luminous Elements or Lighting attached to Structures, poles, the earth, or any other location.

Liner Building shall mean a Building specifically designed to mask a parking Lot or a Parking Structure from a Frontage.

Lightwell shall mean a Private Frontage type with a below grade entrance or recess entrance designed to allow light into basements or lower levels.

Manufactured Home shall mean a Structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "recreational vehicle."

Marquee Sign shall mean a canopy or covering Structure bearing a signboard or copy projecting from and attached to a Building.

Master Sign Plan shall mean a comprehensive document containing specific Standards for an entire Project or property's Signs.

Meeting Hall shall mean a Building available for gatherings, including conferences, that accommodates at least one room equivalent to a minimum of 10 square feet per projected Dwelling unit within the Pedestrian Shed in that it is located.

Minor Plat shall mean a Plat as defined in 212.014 or 212.015 of the Local Government Code and the procedure for such plats shall be the same as Standard Procedure as defined herein.

Mobile Home shall mean a factory assembled Structure approved by the municipality with the necessary service connections made so as to be movable on Site and designed to be used as a permanent Dwelling.

Monument Sign shall mean a Sign permanently affixed to the ground at its base or by poles that are enclosed by natural stone, stucco, brick, or wood and not mounted to a part of a Building. Pole(s) may be used to construct a Monument Sign so long as the poles are not visible below the Sign.

Native Plants - are plants that have been growing in a particular habitat and region, typically for thousands of years or much longer. Also called indigenous, they are well adapted to the climate, light, and soil conditions that characterize their ecosystem. Within this system, they have evolved tremendously important co-evolutionary relationships with the other plants, animals, fungi, and bacteria present, and these very complex relationships keep that particular ecosystem stable.

Neighborhood Regulating Plan shall mean a neighborhood design plan created through a series of maps defining the physical form, Place Type allocation, Block Types, and extent of a settlement as required the Code. The three Development Patterns addressed in this Code are CLD, TND, and VCD and allow for the creation of a variety of Neighborhood Regulating Plans patterns.



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the second reading of Ordinance No. 2025-13, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Technical Manual, TABLE 2.1.003 Preferred Plant List.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

These amendments are to replace the current preferred tree list with the tree list that was recommended by the Parks Board. This new list includes some trees that were missing as recommended by independent arborists / the community including the pecan tree. This new list also removes invasive trees from our current list.

On October 30th, 2024, the Planning and Zoning Commission held a workshop that introduced some code amendments. On January 30th, 2024, the Planning and Zoning Commission held a public hearing on the same amendments from the previous meeting. The public hearing was held, members of the community spoke their questions and concerns, and the Planning and Zoning Commission recommended approval with a vote of 6-0.

On January 13th the Parks and Recreation board held a meeting where these amendments were discussed. The parks board provided their recommendations, and then the Planning and Zoning Commission made their recommendations based on those from the Parks board.

POLICY EXPLANATION:

Bastrop Building Block (B3) Code Technical Manual

Per the technical manual table 1.4.001A Development Application Approval Process, a public hearing and recommendation from Planning and Zoning, and then another public hearing and decision from City Council is required for any text amendments.

RECOMMENDATION:

Consider and act on the second reading of Ordinance No. 2025-13, of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Technical Manual, TABLE 2.1.003 Preferred Plant List.

ATTACHMENTS:

- Attachment 1: Ordinance No. 2025-13
 - Exhibit A- Redlined Changes

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) TECHNICAL MANUAL, TABLE 2.1.003 PREFERRED PLANT LIST AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees and the construction of buildings; and

WHEREAS, these amendments are to replace the current preferred tree list with the tree list that was recommended by the Parks Board. This new list includes some trees that were missing as recommended by independent arborists and the community including the pecan tree. This new list also removes invasive trees from our current list.

WHEREAS, the City Council find that certain amendments to the aforementioned ordinances are necessary and reasonable to meet changing conditions and are in the best interest of the City.

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

Section 1. Finding of Fact: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Amendment To Bastrop Building Block (B3) Technical Manual, TABLE 2.1.003 PREFERRED PLANT LIST of the Bastrop Building Code Technical Manual is hereby amended and shall read in accordance with Exhibit "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as shown in each of the attachments.

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading on this the 11th day of February 2025.

READ & ADOPTED on Second Reading on this the 25th day of February 2025.

APPROVED:

by: _____
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

TABLE 2.1.003 PLANT LIST

| Native Trees | | Invasive Trees | | Acceptable Non-Native Plants | |
|--------------------|------------------------------------|--|----------------------------------|-----------------------------------|-------------------------|
| American Elm | Ulmus americana | Ash (all except Texas Ash) | Fraxinus Sp. | Apple | Malus sp. |
| Bald Cypress | Taxodium distichum | Australian Pine | Casuarina equisetifolia | Crepe Myrtle | Lagerstroemia sp. |
| Bigtooth Maple | Acer grandidentatum | Beach Sheoak | Casuarina equisetifolia | Fig | Ficus sp. |
| Black Jack Oak | Quercus marilandica | Bottlebrush Tree | Melaleuca quinquenervia | Grape | Vitis Sp. |
| Box Elder | Acer negundo | Brazilian Pepper Tree | Schinus tevbantifolius | Loquat | Eriobotrya japonica |
| Bur Oak | Quercus macrocarpa | Camphor Tree | Cinnamomum camphora | Peach, Plum | Prunus sp. |
| Cedar Elm | Ulmus crassifolia | Carrotwood Tree | Cupaniopsis anacardiodes | Pear | Pyrus sp. |
| Chinquapin Oak | Quercus muhlenbergii | China Berry | Melia azedarach | Pomegranate | Punica granatum |
| Desert Willow | Chilopsis linearis | Chinese Elm | Ulmus pumila | Rose | Rosa sp. |
| Eastern Cottonwood | Populus deltoides | Chinese Parasol | Firmiana simplex | Zoysia Grass | Zoysia sp. |
| Eastern Red Cedar | Juniperus virginiana | Chinese Parasol Tree | Firmiana simplex | | |
| Gum Bumelia | Sideroxylon lanuginosum | Chinese Pistache | Pistacia chinensis | | |
| Hackberry | Celtis laevigata | Chinese Tallow | Triadica sebifera | | |
| Live Oak | Quercus virginiana | Chinese Wisteria | Wisteria sinensis | | |
| Loblolly Pine | Pinus taeda | Golden Rain Tree | Koelreuteria paniculata | Native Landscaping Plants | |
| Mexican Buckeye | Ungnadia speciosa | Ligustrum, Privet | Ligustrum lucidum, Ligustrum sp. | Evergreen Sumac | Rhus virens |
| Mexican Plumb | Prunus mexicana | Mimosa Tree | Albizia julibrissin | Eve's Necklace | Styphnolobium affine |
| Osage Orange | Maclura pomifera | Paper Mulberry | Broussonetia papyrifera | Flameleaf Sumac | Rhus lanceolata |
| Pecan | Carya illinoensis | Peepul Tree | Ficus religiosa | Mountain Laurel | Sophora secundiflora |
| Post Oak | Quercus stellata | Popinac | Leucaena leucocephala | Possumhaw | Ilex decidua |
| Ratama, Paloverde | Parkinsonia aculeate | Princess Tree | Paulownia tomentosa | Red Buckeye | Aesculus pavia |
| Red Bud | Cercis canadensis var. texensis | Russian, Autumn Olive | Elaeagnus unbellata | Southern Wax Myrtle | Myrica cerifera |
| Red Maple | Acer rubrum | Salt Cedar | Tamarix sp. | Texas Buckeye | Aesculus glabra |
| Red Mulberry | Morus rubra | Tree of Heaven | Ailanthus altissima | Texas Lantana | Lantana urticoides |
| Roughleaf Dogwood | Cornus drummondii | True Cedar Tree | Cedrus sp. | Yellow Bells | Tecoma stans |
| Southern Catalpa | Catalpa bignonioides | Vitex | Vitex agnus-castus | | |
| Sycamore | Platanus occidentalis | | | | |
| Texas Ash | Fraxinus texensis | Invasive Landscaping Plants and Grasses | | | |
| Texas Hickory | Carya texana | Japanese Honeysuckle | Lonicera japonica | Native Landscaping Grasses | |
| Texas Persimmon | Diospyros texana | Nandina | Nandina domestica | Buffalo Grass | Bouteloua dactyloides |
| Texas Red Oak | Quercus texana | Lantana | Lantana camera | Curly Mesquite | Hilaria berlanderii |
| Texas Walnut | Juglans microcarpa | Bermuda Grass | Cynodon dactylon | Little Bluestem | Schizachyrium scoparium |
| Toothache Tree | Zanthoxylum hirsutum | Buffelgrass | Cenchrus ciliaris | Inland Sea Oats | Chasmanthium latifolium |
| Western Soapberry | Sapindus saponaria var. drummondii | Common Reed | Phragmites australis | SideOats Gramma | Bouteloua curtipendula |
| Wild Cherry | Prunus serotina | English Ivy | Hedera helix | Muhly Grasses | Muhlenbergia sp. |
| Winged Elm | Ulmus alata | Giant Reed | Arundo donax | Eastern Gamma Grass | Tripsacum dactyloides |
| | | Bamboo | Phyllostachys sp., Bambusa sp. | Indian Grass | Sorghastrum nutans |
| | | Multiflora rose | Rosa multiflora | | |
| | | Rose of Sharon | Hibiscus syriacus | | |
| | | Annual Bluegrass | Poa annua | | |
| | | Carpet Grass | Axonopus sp. | | |
| | | Rye Grass | Lolium Sp | | |
| | | Red Fescue | Festuca rubra | | |



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the first reading of Ordinance No. 2025-06 amending Chapter 15, Article 15.01 “Cemeteries” of the Bastrop Code of Ordinances; and Appendix A “Fee Schedule,” Article A15.01 “Fairview Cemetery” to reflect an increase in fees for the purchase of cemetery plots, burial open/close fees, and establishing a price for columbarium niches; and move to include on the March 11, 2025, consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

The City of Bastrop, Texas, is a Home-Rule municipal corporation with the authority granted by the State of Texas to control, manage, and oversee the operation of its municipal cemetery, locally known as Fairview Cemetery.

The Fairview Cemetery Advisory Board is the advisory body appointed by the Mayor, and confirmed by City Council, to make recommendations to the City Council concerning policies, rules, regulations and matters related to the proper operations of the Fairview Cemetery, for the benefit of the Bastrop community.

The Fairview Cemetery Advisory Board met on December 3, 2024, and January 15, 2025, to evaluate and consider whether to recommend that City Council amend the Cemetery Ordinance to reflect an increase in the fees for the purchase of cemetery plots, burial open/close fees and establish fees for the Columbarium unit in the cemetery for both residents and non-residents.

After careful evaluation of information related to the proper operation of Fairview Cemetery and the City’s costs for operating and maintain same, the Cemetery Advisory Board determined that an increase in fees for cemetery plot sales, burial open/close fees, and sales pricing for niches in the columbarium unit should be recommended to City Council, for both residents and non-residents.

The proposed changes are:

| | |
|---|----------------------------|
| Cost of one (1) plot – Resident of the City of Bastrop | \$1,500 \$2,500 |
| Cost of one (1) plot – Non-Resident of the City of Bastrop | \$3,500 \$5,000 |
| Cost of one (1) columbarium niche – Resident of the City of Bastrop | \$1,750 |
| Cost of one (1) columbarium niche – Non-Resident of the City of Bastrop | \$2,000 |
| Double depth burial | \$1,820 |

RECOMMENDATION:

Laura Allen, Assistant Finance Director, recommends approving the first reading of Ordinance No. 2025-06 amending Chapter 15, Article 15.01 “Cemeteries” of the Bastrop Code of Ordinances; and Appendix A “Fee Schedule,” Article A15.01 “Fairview Cemetery” to reflect an increase in fees for the purchase of cemetery plots and establishing a price for columbarium niches; and move to include on the March 11, 2025, consent agenda for a second reading.

ATTACHMENTS:

1. Ordinance No. 2025-06
2. Revised Fee Schedule

ORDINANCE NO. 2025-06

AN ORDINANCE AMENDING, CHAPTER 15, ARTICLE 15.01 “CEMETERIES” OF THE BASTROP CODE OF ORDINANCES; AND APPENDIX A “FEE SCHEDULE,” ARTICLE A15.01 “FAIRVIEW CEMETERY” TO REFLECT AN INCREASE IN FEES FOR THE PURCHASE OF CEMETERY PLOTS, BURIAL OPEN/CLOSE FEES AND ESTABLISHING A PRICE FOR COLUMBARIUM NICHES; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“City”) is a Home-Rule municipal corporation with the authority granted by the State of Texas to control, manage and oversee the operation of its municipal cemetery, locally known as the Fairview Cemetery; and

WHEREAS, the Fairview Cemetery Advisory Board (“Cemetery Advisory Board”) is the advisory body appointed by the Mayor and confirmed by the City Council to make recommendation to the City Council concerning policies, rules, regulations and matters related to the proper operations of the Fairview Cemetery, for the benefit of the Bastrop community; and

WHEREAS, on December 3, 2024, and January 15, 2025, the Fairview Cemetery Advisory Board met to evaluate and consider whether to recommend that the Council should amend the Cemetery Ordinance, Section 15.01.026 and related Appendix A15.01, to reflect an increase in the fees for purchase of cemetery plots and establish fees for the Columbarium unit in the Fairview Cemetery, for both residents and non-residents; and

WHEREAS, after careful evaluation of information related to the proper operation of the Fairview Cemetery and the City’s costs for operating and maintaining same, the Cemetery Advisory Board determined that an increase in the fees for cemetery plot sales and that sales prices for the Columbarium unit should be recommended to the City Council, for both residents and non-residents; and

WHEREAS, the City Council has considered the recommendation of the Cemetery Advisory Board and has determined that the change in fees, as recommended by the Cemetery Advisory Board on January 15, 2025, is in the best interest of the City and its citizens and, therefore, should be adopted as set forth herein below.

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

PART 1. That the following section of the Fee Schedule in Appendix “A” of the Bastrop Code Fairview Cemetery Ordinance, as it relates to the purchase of cemetery plots in Fairview Cemetery, pursuant to the City’s Code of Ordinances, Section 15.01.026(h), is hereby amended to read as follows:

APPENDIX A FEE SCHEDULE

Article A15.01 Fairview Cemetery

Sec. A15.01.012 Sale of cemetery plots: generally

Cost.

- (1) Cost to purchase one (1) cemetery plot:
 - (a) Residents of the City of Bastrop: ~~\$1,500.00~~ **\$2,500**, of which 100% shall be deposited into the Operating Fund*.
 - (b) Non-residents of the City of Bastrop: ~~\$3,500.00~~ **\$5,000**, of which 80% shall be deposited into the Operating Fund and 20% is deposited into the Permanent Fund*.
- (2) **Cost to purchase one (1) columbarium niche:**
 - (a) **Residents of the City of Bastrop: \$1,750***
 - (b) **Non-residents of the City of Bastrop: \$2,000***
- (3) Recording Fee \$30.00
Permit fee: \$25.00*
- (4) Burial Open/Close Fees:

| | |
|----------------------------|----------------|
| Adult Burial | \$1,520 |
| Double depth burial | \$1,820 |
| Infant/Cremations burial | \$1,160 |
| Weekend Surcharge | \$125 |
| Holiday Surcharge \$ | \$600 |
| Disinterment/Re-interment | \$1,450 each |
| Liners | \$750 |
| Setup Fee (only) | \$640 |

**The City reserves the right to change the above referenced fees at any time at its discretion.*

PART 2: That all other ordinances, resolutions and orders previously passed, adopted and made, or any part of the same affecting the Fairview Cemetery which are in conflict with this Ordinance, shall be, and the same are hereby, in all things repealed to the extent that the same conflict with this Ordinance, or with the laws of the State of Texas.

PART 3: This Ordinance shall take effect upon the date of final passage noted below in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

PASSED AND APPROVED on FIRST READING on the 25 day of February 2025.

PASSED AND ADOPTED on SECOND READING on the 11 day of March 2025.

ADOPTED:

ATTEST:

John Kirkland, Mayor Pro-Tem

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

City Attorney

CEMETERIES

Item 10F.

| SEC Reference | Last updated | Description | Amount of fee/Dep |
|---------------|-------------------------------|---|-----------------------------------|
| A15.01 | | FAIRVIEW CEMETERY | |
| A15.01.012 | Ord. No. 2022-22 9/20/2022 | Cost of one (1) plot – Resident of the City of Bastrop | \$1,500 \$2,500 |
| | | Cost of one (1) plot – Non-Resident of the City of Bastrop | \$3,500 \$5,000 |
| | | Cost of one (1) columbarium niche – Resident of the City of Bastrop | \$1,750 |
| | | Cost of one (1) columbarium niche – Non-Resident of the City of Bastrop | \$2,000 |
| | | Recording Fee | \$30 |
| | | Permit Fee | \$25 |
| | | Burial Open/Close fees | |
| | | Adult burial | \$1,520 |
| | | Double depth burial | \$1,820 |
| | | Infant/cremations burial | \$1,160 |
| | | Weekend surcharge | \$125 |
| | | Holiday surcharge | \$600 |
| | | Disinterment/Re-interment | \$1,450 each |
| | | Liners | \$750 |
| | | Setup fee | \$640 |



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on Ordinance No. 2025-16, adopting the Master Fee Schedule; repealing the Appendix A “Fee Schedule” of the Code of Ordinance; amending certain fees and establishing cost and fees charged by the City of Bastrop; providing for a penalty for a violation of Chapter 1 Article 1.01 Section 1.01.009 of the City Code of Ordinances; move to place on the March 11, 2025, consent agenda for the second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

During the initial review of the Master Fee Schedule for the FY 2025 budget year, staff identified fees not codified in the online code of ordinances Appendix A – Fee Schedule. All fees were adopted by different ordinances mid-year. The fees were not codified to the adopted Master Fee Schedule that was included in the annual budget book. The staff has reviewed each previously adopted ordinance and updated the Master Fee Schedule to match.

The City Attorney has recommended the removal of the Appendix A -Fee Schedule from the online codification and replaces it with a Master Fee Schedule to be posted on the City of Bastrop website. This will be the official Master Fee Schedule referenced for all fees established. The City Attorney has also recommended the Master Fee Schedule be adopted annually with the budget and updated by resolution between each fiscal budget year.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve Ordinance 2025-16 amending the Code of Ordinances and advance the item to a second reading at a future City Council meeting.

ATTACHMENTS:

1. Ordinance No. 2025-16
2. Exhibit A – Appendix A – Fee Schedule
3. Exhibit B – Master Fee Schedule

ORDINANCE NO. 2025-10

ADOPTION OF MASTER FEE SCHEDULE

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE ADOPTION OF THE MASTER FEE SCHEDULE; REPEALING APPENDIX A – FEE SCHEDULE OF THE CITY CODE OF ORDINANCE; AMENDING CERTAIN FEES AND ESTABLISHING COSTS AND FEES CHARGED BY THE CITY OF BASTROP; PROVIDING FOR A PENALTY FOR A VIOLATION OF CHAPTER 1 ARTICLE 1.01 SECTION 1.01.009 OF THE CITY CODE OF ORDINANCES; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas; and

WHEREAS, the City of Bastrop (the “City”) has established by ordinance and resolution certain fees for licenses, permits, and services provided by the City; and

WHEREAS, the City has conducted a review and a consolidation of certain fees for licenses, permits, and services provided by the City.

WHEREAS, the fees, cost, and expenses charged by the City should be amended, organized, and consolidated; and

WHEREAS, the City’s fee schedule is currently codified as Exhibit A; and

WHEREAS, due to the need for periodic modification of said fees and for the purposes of efficiency, the City Council desires to remove the fee schedule from the City’s code of ordinances and adopt future fee changes by resolution rather than by ordinance; and

WHEREAS, the Schedule of Fees, which is included in the Fiscal Year 2025 Budget in the Reference section and attached hereto as Exhibit B, reflects revisions to certain fees, a restatement of certain fees not revised, and a consolidation of fees.

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

- Section 1.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.
- Section 2.** The City Council of Bastrop hereby amends the City's Code of Ordinances by removing the fee schedule, titled Appendix A – Fee Schedule codified as Exhibit “A”, and attached here as Exhibit “A” from the Code of Ordinances.
- Section 3.** The City Council hereby authorizes all future amendments to the City's fee schedule to be by resolution.
- Section 4.** All persons, firms, or corporations applying for licenses or permits or receiving other City services described in the Fee Schedule as provided for in the attached Exhibit B that require the payment of a fee incident to such application or service shall pay the fees as prescribed in the Master Fee Schedule attached hereto as Exhibit B which is hereby made a part of Ordinance as if fully set forth herein. It shall be a violation of this Ordinance to conduct any activity or commence any use or receive any service for which payment of a fee described within the Master Fee Schedule is required until such fee has been paid (if required to be paid in advance) or to fail to pay such fee when properly billed.
- Section 5.** The City Council may, from time to time, by ordinance add to the fees set forth on the Fee Schedule, and the fees now or hereafter set forth on the Fee Schedule may be modified from time to time by resolution of the City Council.
- Section 6.** Passage. Pursuant to Section 3.12 of the City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.
- Section 7.** Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.
- Section 8.** Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not

operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 9. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 25th day of February 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 11th day of March 2025.

APPROVED:

by: _____
John Kirkland, Mayor Pro-Tem

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

Bastrop, Texas, Code of Ordinances
Appendix A FEE SCHEDULE

Appendix A FEE SCHEDULE¹

Note—The chapter, article and section numbers and subsection designations in this appendix correspond to the chapter, article, section and subsection numbers in the Code of Ordinances. However, to avoid confusion, the article and section numbers appearing in this appendix are preceded by the letter "A."

GENERAL PROVISIONS

Sec. A1.07 Records Management Program.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|--|---------------|
| A1.07.017 | Ord. No. 2022-22 9/20/2022 | Charges for printing copies for public information | |
| | | Standard size paper copy (per page) | \$0.10 |
| | | Non-standard-size copy—JAZ drive | Actual Cost |
| | | Non-standard-size copy—other electronic media | Actual Cost |
| | | Non-standard-size copy—Paper (each printed page) | \$0.50 |
| | | Non-standard-size copy—Other | Actual Cost |
| | | Personnel Charge per hour | \$17.50 |
| | | Overhead charge—20% of personnel charge | Actual |
| | | Remote document retrieval charge | Actual Cost |

¹Editor's note(s)—Ord. No. 2018-21, § 1(Ex. A), adopted September 25, 2018, repealed app. A and enacted a new app. A as set out herein. Former app. A pertained to similar subject matter and derived from the Code of 1995; Ord. No. 2003-38, adopted November 11, 2003; Ord. No. 2004-2, adopted January 13, 2004; Ord. No. 2005-7, adopted February 8, 2005; Ord. No. 2005-15, adopted March 22, 2005; Ord. No. 2005-21, adopted May 10, 2005; Ord. No. 2005-40, adopted November 22, 2005; Ord. No. 2005-44, adopted November 22, 2005; Ord. No. 2005-46, adopted December 13, 2005; Ord. No. 2007-34, adopted November 27, 2007; Ord. No. 2008-10, adopted February 26, 2008; Ord. No. 2009-12, adopted June 9, 2009; Ord. No. 2010-3, adopted January 26, 2010; Ord. No. 2010-28, adopted October 26, 2010; Ord. No. 2014-15, adopted August 28, 2012; Ord. No. 2012-25, adopted December 11, 2012; Ord. No. 2013-15, adopted July 23, 2013; Ord. No. 2014-5, adopted April 22, 2014; Ord. No. 2014-7, adopted March 13, 2014; Ord. No. 2014-21, adopted September 23, 2014; Ord. No. 2015-05, adopted March 24, 2015; Ord. No. 2015-13, adopted September 8, 2015; Ord. No. 2015-16, adopted September 22, 2015; Ord. No. 2015-17, adopted September 22, 2015; Ord. No. 2016-06, adopted March 22, 2016; Ord. No. 2016-23, adopted September 27, 2016; Ord. No. 2016-32, adopted November 8, 2016; Ord. No. 2017-18, adopted July 11, 2017; Ord. No. 2017-23, adopted September 27, 2017; Ord. No. 2018-03, adopted April 24, 2018

| | | | |
|--|--|---|-------------|
| | | Computer resource charge: Client/server-per minute | \$1.00 |
| | | Computer resource charge-PC or LAN-per minute | \$0.50 |
| | | Programming time charge-per hour | \$28.50 |
| | | Miscellaneous supplies | Actual Cost |
| | | Postage and shipping charge | Actual Cost |
| | | Fax charge—Local per page | \$0.10 |
| | | Fax charge—long distance-same area code-per page | \$0.50 |
| | | Fax charge-long distance-different area code-per page | \$1.00 |
| | | Other costs | Actual Cost |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22)

The Office of Attorney General adopts rules for use by governmental body in determining charges under Texas Government Code, Chapter 552, Subchapter F.

Sec. 3.11 Investigations.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|--|---------------|
| Char. 3.11 | Ord. No. 2023-33 9-19-2023 | Penalty for contempt in failing or refusing to obey City Council's subpoena or to produce any such books, papers, or other evidence pursuant to a council investigation under Bastrop Charter 3.11 | \$500.00 |

(Ord. No. 2023-33 , § 4(Exh. A), 9-19-23)

Sec. A1.10 Parks.

| SEC Reference | Last updated | Description | Amount of fee/ Deposit |
|---------------|-------------------------------|---|------------------------|
| 1.10.002 | Ord. No. 2022-22 9/20/2022 | 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. | |
| | | 0—100 Patrons | \$50.00/\$100.00 |
| | | 101—300 Patrons | \$75.00/\$150.00 |
| | | 301—500 Patrons | \$100.00/\$200.00 |
| | | Additional park amenities fees non-commercial use. | |
| | | Softball fields—daily/practice use | \$20.00 per hour/\$50.00 flat fee |
| | | Softball fields—additional lighting (6:00 p.m.—10:00 p.m.) | \$10.00 per hour |
| | | Softball fields—tournament use | \$150.00 per day/\$100.00 flat fee |
| | | Softball fields—tournament use-additional lighting (6:00 p.m.—10:00 p.m.) | \$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 (6:00 p.m.—10:00 p.m.) |
| | | Disc Golf Tournaments | \$200.00 (100 players); \$2.00 per player after 100 |
| | | 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 (6:00 p.m.—10:00 p.m.) | \$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 (6:00 p.m.—10:00 p.m.) | \$10.00 per hour |
| | City staff - required with 100+ | \$25.00 per hour |
| | Disc Golf Tournaments | \$200.00 (100 players); \$2.00 per player after 100 |
| | Additional equipment required | Standard FEMA rates apply |
| | Barricades Type I | \$5.00 each |
| | Barricades Type II | \$20.00 each |
| | Barricades Type III | \$25.00 each |

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| | | 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 | See Fee Schedule |
| | | Arena dirt work—City crew-tractor, drag | \$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 | |
| | | Individual | Resident \$30.00; Non-Resid. \$35.00 |
| | | Family | Resident \$50.00; Non-Resid. \$55.00 |
| | | Senior/Military/Disabled Person(s) | Resident \$20.00; Non-Resid. \$25.00 |
| | | Military Family | Resident \$40.00; Non-Resid. \$45.00 |

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|--|--|---------------|----------------------------------|
| | | City Employee | Indiv. \$0.00; Family \$30.00 |
| | | Drop-in Fee | \$5.00—\$20.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22)

Sec. A1.12 Libraries.

| SEC Reference | Last updated | Description | Amount of fee/ Deposit |
|---------------|-------------------------------|---|--|
| A1.12 | Ord. No. 2022-22 9/20/2022 | 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 | |
| | | Materials not returned 30 days after Due Date | Up to Manufacturer's Suggested Retail Price (MSRP) |
| | | 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 Deposit \$100.00 |
| | | Pressley Meeting Room | General: \$50.00 per hour Deposit \$100.00 |
| | | Supply and Equipment Fees | |

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|--|--|--|-----------------|
| | | 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 (11×17") | \$0.20 per page |
| | | Printing—Color, Ledger-sized paper (11×17") | \$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 |

(Ord. No. 2019-42 , § 2(Exh. A), 9-24-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22)

Sec. A1.18 Film and Broadcasting.

| SEC Reference | Last updated | Description | Amount of fee/Deposit |
|---------------|-------------------------------|--|-----------------------|
| 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 |

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| | | 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 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A1.21 Payments by Credit Card or Other Electronic Means

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|----------------------------|-------------------------|
| | | Credit Card Processing Fee | 3% of total amount paid |

(Ord. No. 2023-23 , § 2(Exh. A), 9-12-23)

ANIMAL CONTROL

Sec. A2.02. Vaccination and licensing of dogs and cats.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------------------------|--------------------------|------------------------------|
| 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 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A2.03. Kennels and multiple pet ownership.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|-------------|---------------|
|---------------|--------------|-------------|---------------|

| | | | |
|------------|-------------------------------|--------------------------------|---------|
| A2.03.002 | Ord. No. 2022-22 9/20/2022 | Kennel permit | \$70.00 |
| | | Multiple pet owner's permit | \$35.00 |
| | | Private breeder's permit | \$35.00 |
| A2.003.006 | | Commercial animal sales permit | \$70.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22)

Sec. A2.04. Impoundment.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------------------------|--|--------------------|
| A2.04.001 | Ord. No. 2005-15 03/22/2005 | 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/harborer: 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 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A2.08. Dangerous dogs.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------------------------|--|---------------|
| A2.08.010 | Ord. No. 2005-15 03/22/2005 | Permit and tag | |
| | | Dangerous dog, unsprayed/unneutered | \$100.00 each |
| | | Dangerous dog, spayed/neutered | \$50.00 each |
| | | Dangerous dog, renewal, unsprayed/unneutered | \$50.00 each |
| | | Dangerous dog, renewal, spayed/neutered | \$25.00 each |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

BUILDING REGULATIONS

Sec. A3.01. General provisions

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------------------------|---|---|
| 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 \$150.00, in addition to the required permit and inspection fees |
| | | Short-term Rental Registration Fee | \$100.00 |
| A3.01.004 | Ord. No. 2022-22 9/20/2022 | Certificate of Occupancy fees: | |
| | | Certificate of Occupancy (occupancy classification change and short-term rentals) | \$270.00 |
| | | Certificate of Occupancy (tenant or leasee change) | \$125.00 |

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| | | Copies/Re-issue Certificates of Occupancies, inspection reports | \$25.00 |
| | | Courtesy Inspections | \$25.00 |
| | | Administration fee (per construction permit application which are based on sliding fee scale only) | 5% |
| | | Emergency Repair (<u>must be verified by Building Official</u>) | 50% reduction |
| | | Permit Technology Fee (per construction permit which are based on sliding fee scale only) | \$6.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2019-25 , § 2(Exh. A), 8-27-19; Ord. No. 2019-42 , § 2(Exh. A), 9-24-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22; Ord. No. 2023-33 , § 4(Exh. A), 9-19-23)

Sec. A3.04. Building code.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|--|--|
| A3.04.002 | Ord. No. 2022-22 9/20/2022 | Schedule of permit fees | |
| | | All permit and inspection fees shall be based on the following schedule, unless otherwise stated or authorized by state law: | |
| | | Commercial Construction | * SF Value based on ICC Building Valuation Data |
| | | New Commercial - Less than \$500,000 | \$5.00 per \$1,000.00 valuation; minimum \$1,000.00 fee |
| | | New Commercial - \$500,001 to \$1,000,000 | \$3,500.00 base fee plus \$4.50 per additional \$1,000.00 |
| | | New Commercial - \$1,000,00 to \$5,000,000 | \$8,000.00 base fee for the first \$1,000,000.00 plus \$4.00 per additional \$1,000.00 |

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| | | New Commercial - \$5,000,000 and up | \$24,000.00 base fee for the first \$1,000,000.00 plus \$3.00 per additional \$1,000.00 |
| | | New Commercial Plan Review | 30% of New Construction Permit Fee |
| | | New Commercial Inspection Fee (with Permit) | 45% 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 | \$1,000.00 plus \$.50 per sf |
| | | *Note: Commercial Additions at New Commercial Fees | |
| | | Commercial Roofing permit | \$500.00 + \$0.10 sf |
| | | Commercial Accessory Structure | \$215.00 |
| | | Commercial Accessory Building - 120 sf or less | \$105.00 |
| | | Commercial Accessory Building - 121 sf - 160 sf | \$215.00 |
| | | Commercial Accessory Building - 161 sf or more | \$320.00 |
| | | Commercial Fences and flatwork | \$190.00 |
| | | Commercial Miscellaneous Inspections | \$95.00 per inspection; after hours -2 hour minimum |
| | | Commercial reinspection (per inspection) | \$150.00 |
| | | Commercial Minimum Permit, if no fees listed are applicable- | \$530.00 |
| | | Residential Construction | |
| | | New Residential - Less than 900 sf | \$690.00 |
| | | New Residential - 901 sf to 1,500 sf | \$1,200.00 plus \$0.25 per sf |
| | | New Residential - 1,501 sf to 5,000 sf | \$1,500.00 plus \$0.25 per sf |
| | | New Residential - 5,001 sf and up | \$2,000.00 plus \$0.25 per sf |

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| | | Residential Plan Review Fee (includes all residential building) | 25% of New Construction Permit Fee |
| | | New Residential Inspection Fee (with Permit) | 45% of New Construction Permit Fee |
| | | Residential Addition | \$750.00 |
| | | Residential Remodel (total residence) | \$530.00 |
| | | Residential Kitchen Remodel | \$160.00 |
| | | Residential Bathroom Remodel | \$160.00 |
| | | Residential Remodel - other | \$160.00 |
| | | Roofing permit - Residential | \$160.00 |
| | | Residential Accessory Structure | \$160.00 |
| | | Residential Accessory Buildings - 120 sf or less | \$125.00 |
| | | Residential Accessory Building - 121 sf to 160 sf | \$160.00 |
| | | Residential Accessory Building - 160 sf and up | \$320.00 |
| | | Accessory Dwelling Unit Finish-Out | \$500.00 |
| | | Residential Fence and flatwork | \$125.00 |
| | | Residential Miscellaneous Inspections | \$125.00 |
| | | Residential reinspection (per inspection) | \$150.00 |
| | | Residential Minimum (Base) Permit Fees if no listed fees are applicable | \$125.00 |
| | | Other fees not listed above | |
| | | Construction Trailer - includes hookup fee for electrical and plumbing (excludes fees charged by other utility entities) | \$500.00 |
| | | Appeal to Construction Standards Board | \$500.00 |
| | | Solar System | \$125.00 |
| A3.17 | | Floodplain Development Permits: | |
| | | Single Family, community facility | \$150.00 |
| | | Multifamily, commercial, industrial | \$250.00 |
| A3.17 | | Floodplain Development Permit Variance: | \$150.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2019-25 , § 2(Exh. A), 8-27-19; Ord. No. 2019-42 , § 2(Exh. A), 9-24-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22; Ord. No. 2023-08 , § 2(Exh. A), 4-11-23; Ord. No. 2023-33 , § 4(Exh. A), 9-19-23)

Sec. A3.05. Electricity—Electrical Code.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|-------------|---------------|
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|------------|--------------------------------|--|--|
| A.3.05.035 | Ord. No. 2017-23 9/26/17 | Electrician licensing fees. | |
| | | Commercial attachment permit. | \$215.00 |
| | | Commercial trade permit (each project/permit) | \$215.00 per building, plus \$150.00 per additional floor (+1 stories) |
| | | Commercial reinspection (per inspection) | \$150.00 |
| | Ord. No. 2022-22 09/20/2022 | Reconnect Meter Inspection (meters 6 months or more without service) | \$125.00 |
| | | Residential Trade permit (each project/permit) | \$125.00 |
| | | Residential reinspection (per inspection) | 150.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2019-25 , § 2(Exh. A), 8-27-19; Ord. No. 2019-42 , § 2(Exh. A), 9-24-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22; Ord. No. 2023-33 , § 4(Exh. A), 9-19-23)

Sec. A3.06. Plumbing code.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|--|--|
| | Ord. No. 2022-22 9/20/2022 | Plumbing Construction | |
| | | Commercial attachment permit | \$215.00 |
| | | Commercial Trade Fee (each project/permit) | \$215.00 per building, plus \$150.00 per additional floor (+1 stories) |
| | | CSI or RMI Inspection | \$125.00 |
| | | Commercial Irrigation Permit | \$215.00 |
| | | Commercial reinspection Fee (per inspection) | \$150.00 |
| | | Residential attachment permit. | \$125.00 |
| | | Residential Trade Fee (each project/permit) | \$125.00 |
| | | Residential Irrigation Permit | \$125.00 |
| | | Residential Water Heater Replacement | \$125.00 |
| A3.06.037 | Ord. No. 2019-42 9/24/2019 | | |
| | | Residential reinspection (per inspection) | \$150.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2019-25 , § 2(Exh. A), 8-27-19; Ord. No. 2019-42 , § 2(Exh. A), 9-24-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22; Ord. No. 2023-33 , § 4(Exh. A), 9-19-23)

Sec. A3.07. Mechanical code.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|--|--|
| A3.07.001 | Ord. No. 2021-12 9/21/2021 | Mechanical Construction (HVAC) | |
| | | Commercial attachment permit. | \$160.00 |
| | | Commercial Trade Fee (each project/permit) | \$215.00 per building, plus \$150.00 per additional floor (+1 stories) |
| | | Commercial HVAC unit replacement (per unit) | \$105.00 |
| | | Commercial reinspection Fees(per inspection) | \$150.00 |
| | | Residential attachment permit. | \$125.00 |
| | | Residential Trade Fee (each project/permit) | \$125.00 |
| | | Residential HVAC Replacement | \$125.00 |
| | | Residential reinspection Fees (per inspection) | \$150.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2019-25 , § 2(Exh. A), 8-27-19; Ord. No. 2019-42 , § 2(Exh. A), 9-24-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2023-33 , § 4(Exh. A), 9-19-23)

Sec. A3.15. Swimming pools.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|--|---------------|
| A3.15.001 | Ord. No. 2021-12 9/21/2021 | Pool Permit and inspection fees. | |
| | | Commercial Swimming pool permit | \$1,200.00 |
| | | Commercial reinspection (per inspection) | \$150.00 |
| | | Residential Swimming Pool Permit | \$400.00 |
| | | Residential reinspection Fees (per inspection) | \$125.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2019-25 , § 2(Exh. A), 8-27-19; Ord. No. 2019-42 , § 2(Exh. A), 9-24-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2023-33 , § 4(Exh. A), 9-19-23)

Sec. A3.16. Moving of Structures, Demolition and Site Work.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|----------------------------|---|---------------|
| A3.16.001 | Ord. No. 2019-42 9/24/2019 | Permit and inspection fees. | |
| | | Demolition Permit: | |
| | | Commercial | \$530.00 |
| | | Residential | \$375.00 |
| | | Moving Permit: | |
| | | Portable structure | \$125.00 |
| | | Permanent structure Over 160 sq. ft. | \$160.00 |
| | | Road Closure/ROW obstruction | \$150.00 |
| | | Commercial reinspection Fees (per inspection) | \$150.00 |
| | | Residential reinspection fee (per inspection) | \$150.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2019-25 , § 2(Exh. A), 8-27-19; Ord. No. 2019-42 , § 2(Exh. A), 9-24-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2023-33 , § 4(Exh. A), 9-19-23)

Sec. A3.18. Mobile home parks.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|--------------------------------------|---------------------------------|
| A3.18.002 | 1995 Code | | |
| | | New Mobile Home Park Permit | \$500.00 plus \$25.00 per space |
| A3.18.003 | 1995 Code | License. | |
| | | Original license | \$1,000.00.00 |
| | | Annual Renewal License | \$500.00 |
| | | Transfer of Mobile Home license fee. | \$500.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A3.21. Streets, rights-of-way and public property.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|----------------------------|---|---------------|
| A3.21.064 | | | |
| | Ord. No. 2019-42 9/24/2019 | Work within the Right-of-Way Permit (driveway, sidewalks, culvert or drainage channel mod., etc.) | \$200.00 |

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|-------|-----------------------------|--|--|
| A3.22 | Ord. No. 2017-23 09-26-2017 | | |
|-------|-----------------------------|--|--|

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2019-25 , § 2(Exh. A), 8-27-19; Ord. No. 2019-42 , § 2(Exh. A), 9-24-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A3.22. Drainage permit fee.

| | | |
|-----------|-----------------|----------|
| A3.22.022 | Drainage permit | \$125.00 |
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(Ord. No. 2019-17 , § 5, 5-14-19)

BUSINESS REGULATIONS

Sec. A4.03. Taxicabs, shuttles and touring vehicles.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|------------------|---|------------------------------------|
| A4.03.001 | Ord. No. 2017-03 | License Fee—Annual license and inspection fee for taxicabs, shuttles, touring and alternative vehicles. | \$25.00 Per Vehicle |
| | | | \$12.00 Additional fee, per driver |

(Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A4.04. Peddlers, solicitors and vendors.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-----------------|--|---------------|
| A4.04.033 | Ord. No. 2005-7 | 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 | |

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|-------|--|--|----------|
| | | 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 | | Annual Mobile Food Vendor Permit | |
| | | Special Event Mobile Food Vendor Permit Per Permitted Special Event per Vendor | \$25.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2020-02 , § 3(Exh. A), 5-12-20; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22; Ord. No. 2023-32 , § 3(Exh. A), 9-19-23)

Sec. A4.05. Coin-operated machines.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|---|---------------|
| A4.05.001 | 1995 Code | Occupation Tax—Charge for release of machine sealed for nonpayment. | \$5.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A4.06. Special events permits, public gatherings and parades.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|----------------------------|---|---------------|
| 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 |
| | | Re-inspection fee required for above-described items. | \$75.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A4.07. Sexually oriented businesses.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|-------------------------|---------------|
| A4.07.033 | 1995 Code | Division 2. License—Fee | |
| | | Initial Application | \$2,000.00 |
| | | Annual Fee | \$500.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A4.10. Vehicle towing.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|----------------------------|---|-------------------|
| A4.10.011 | Ord. No. 2014-5 4/22/14 | 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 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

FIRE PREVENTION AND PROTECTION

Sec. A5.08. Emergency, fire and rescue services.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-----------------------------------|-------------------------|---------------|
| A5.08.001 | Ord. No. 2017-18, Exh. A, 7/11/17 | Fees and Charges | |

| Apparatus | Price per Hour |
|---------------------------|-----------------------|
| Class A engine | \$500.00 per unit |
| Aerial | \$500.00 per unit |
| Rescue (heavy) | \$600.00 per unit |
| Brush truck | \$400.00 per unit |
| Command car/truck | \$200.00 per unit |
| PPV fan | \$55.00 per unit |
| Generator, portable | \$55.00 per item |
| Generator | \$55.00 per item |
| Chain saw | \$45.00 per item |
| Portable pump | \$95.00 per item |
| Float pump | \$65.00 per item |
| Tool | Price |
| Foam nozzle | \$55.00 per incident |
| Foam eductor | \$50.00 per incident |
| AFFF foam | \$40.00 per gallon |
| Class A foam | \$25.00 per gallon |
| Piercing nozzle | \$40.00 per incident |
| M/S fog nozzle | \$55.00 per incident |
| M/S straight bore nozzle | \$30.00 per incident |
| Salvage cover | \$28.00 per item |
| SCBA pack | \$85.00 per item |
| 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 per incident |
| Scene lights | \$22.00 per item |
| Water vests | \$30.00 per item |
| Thermal imaging camera | \$75.00 per incident |
| Sawzall | \$55.00 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 per incident |
| Rescue blanket | \$32.00 per item |
| Rope | \$25.00 per item |
| Supplies/Service | Price |
| Absorbent | \$17.00 per bag |
| Absorbent booms | \$40.00 per item |
| Top sol | \$35.00 per item |
| Disposable coveralls | \$30.00 per item |
| Neoprene gloves | \$20.00 per item |
| Latex gloves | \$6.00 per item |
| Over boots | \$25.00 per item |
| Disposable goggles | \$15.00 per item |
| Gas plug kit | \$50.00 per item |
| Plug and dike | \$65.00 per item |
| Drum liners | \$10.00 per item |
| Barricade tape | \$22.00 per item |
| Poly sheeting | \$55.00 per item |
| 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 incident |
| Microblaze | \$10.00 per quart/\$150.00 per 5 gal |
| Collision investigation fee. Charged in responses where no mitigation services, debris removal, or rescue services are performed. | \$275.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A5.10. Fire Planning Review and Inspections.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-----------------------------|---|---------------|
| A5.10 | Ord. No. 2021-12 9/21/21 | Fire Planning Review and Inspections | |

| Category | Fee |
|--|-----------------------------|
| 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 | \$100.00/hr (2 hr 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 | \$300.00 |
| \$6,250 to \$250,000 | \$425.00 |
| \$251,000 to \$500,000 | \$525.00 |
| \$501,000 to \$1,000,000 | \$675.00 |
| \$1,000,000 to \$3,000,000 | \$950.00 |
| 3,000,000 to \$6,000,000 | \$1,425.00 |
| \$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 1000 |
| 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 | \$100.00 plus \$50.00/hr over 1st hr |
| 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 |

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|---|---|
| Additional building | \$150.00 per addt'l bldg. |
| State Licensed Occupancy Inspections | \$100.00 |
| Includes Labs, Clinics, Massage Therapy, Rehabilitation, Bonded Warehouses, Physical Therapy, or other similar | |
| Re-inspection Fee | \$125.00 plus \$65.00/hr over 2 hrs |
| 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 | \$200.00 |
| \$6,250 to \$250,000 | \$300.00 |
| \$251,000 to \$500,000 | \$425.00 |
| \$501,000 to \$1,000,000 | \$550.00 |
| \$1,000,000 to \$3,000,000 | \$800.00 |
| 3,000,000 to \$6,000,000 | \$1,200.00 |
| \$6,000,000 and up | \$1,200.00 plus \$0.38 for each additional \$1,000.00 |
| Charge for drawings to a scale other than 1/8"=1' | \$10.00 per sheet |
| 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 | \$150.00 |
| Preliminary Design/Review Fee | \$100.00/hr (1 hr 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/hr (2 hr 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 | \$150.00 per hr. (2 hr minimum) |
| This is for a six wheeler ATV with 2 firefighters. | |
| Stand By Type VI Fire Apparatus | \$200.00 per hr. (2 hr minimum) |
| This is for a Brush Truck with 2 firefighters. | |
| Standby Fire Apparatus (Engine Company) | \$300.00 per hr. (2 hr 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 |

(Ord. No. 2019-25 , § 2(Exh. A), 8-27-19; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

MUNICIPAL COURT

Sec. A7.01. Municipal court—General provisions.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|---|---------------|
| 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 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A7.02. Municipal court—Building security fund.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|---|---------------|
| A7.02.002 | Ord. No. 2022-22 9/20/2022 | Assessment of fee—Security fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court. | \$4.90 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22)

Sec. A7.03. Technology fund.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|--|---------------|
| A7.03 | | TECHNOLOGY FUND | |
| A7.03.002 | 1995 Code | Assessment of fee—Technology fee for defendants convicted of a misdemeanor offense in the municipal court. | \$4.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A7.04. Juvenile case manager fund.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|--|---------------|
| 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 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A7.05. Municipal Jury Fund.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------------------------|---|---------------|
| A.7.05.002 | Ord. No. 2022-20 09/20/2022 | Assessment of fee - Municipal Jury fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court | \$0.10 |

(Ord. No. 2022-22 , § 1(Exh. A), 9-20-22)

OFFENSES AND NUISANCES

Sec. A8.05. Abandoned and junked vehicles.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------------------------|---|---------------|
| A8.05.091 | Ord. No. 2022-20 09/20/2022 | Fee to accompany report of garage keeper to police department | \$25.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22)

CHAPTER 12 TRAFFIC AND VEHICLES

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|--|------------------------------------|
| A12.12.005 | | Golf Carts | |
| | | Registration Annually | \$20.00/Initial \$10.00 Renewal |
| A12.14.005 | | Dockless vehicle for hire permit agreements | |
| | | Annual Business Permit (non-refundable) | \$500.00 |
| | | Annual Fee for each Dockless vehicle | \$50.00/each |
| A12.14.005 | | Dockless vehicle operations | |
| | | Fee for return of impounded vehicle | \$50.00/each |

(Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

CHAPTER 13 UTILITIES

ARTICLE A13.02 WATER AND WASTEWATER RATES AND CHARGES

Sec. A13.02.002 Wastewater service charge.

- (a) These rates are applicable to all residential, multifamily, commercial and commercial multi-unit retail wastewater customers within the corporate limits of the city who have metered water connections and to whom city wastewater service has actually been connected, except for customers who have a city-approved, on-site sewer system, septic system or other on-site wastewater system, and have not connected to the city's wastewater system, or customers who have a water meter for irrigation use only, as long as the irrigation meter does not provide water to plumbing fixtures.

| | |
|---|---------|
| Minimum charge: | \$46.97 |
| Plus the following charges for consumption per 1,000 gallons: | |
| 0—5,000 gallons | \$2.45 |
| 5,001—10,000 gallons | \$2.77 |

| | |
|-----------------------|--------|
| 10,001—20,000 gallons | \$2.95 |
| 20,001—50,000 gallons | \$3.18 |
| Over 50,000 gallons | \$3.47 |

(b) Wholesale Wastewater: The following rates are applicable to all wholesale wastewater customers within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered wastewater connections and whom have executed a wholesale wastewater agreement with the city:

Monthly Fixed Charge

Customer Charge \$1.75 per wholesale meter

Plus the following charges per 1,000 gallons of metered contributed flow

Volumetric Charge per 1,000 gallons \$5.18 per 1,000 gallons of metered flow contributed

(Ord. No. 2012-25, 12-11-12; Ord. No. 2019-22 , § 2(Exh. A), 6-25-19; Ord. No. 2014-21, 9-23-14; Ord. No. 2015-17, pt. 1, 9-22-15; Ord. No. 2018-26 , § 1, 10-9-18; Ord. No. 2019-22 , § 2(Exh. A), 6-25-19; Ord. No. 2020-05 , § 2(Exh. A), 3-24-20; Ord. No. 2021-14 , § 2(Exh. A), 10-12-21; Ord. No. 2022-26 , § 2(Exh. A), 10-11-22)

Sec. A13.02.003 Sewer connection and tapping fees.

4" connection: \$300.00.

6" connection or larger: Cost plus 25%.

(1995 Code, app. A, § 7.200)

Sec. A13.02.004 Water service charges.

(a) Retail Water: The following rates will be applicable to retail sales or service of water within the corporate limits of the city.

(1) Residential - In city limits.

| Meter Size | Minimum Charge |
|-----------------|----------------|
| ¾" (or smaller) | \$32.72 |
| 1" | \$54.53 |
| 1½" | \$106.50 |
| 2" | \$168.59 |
| 3" | \$316.10 |
| 4" | \$503.96 |
| 6" | \$1,038.19 |

Plus the following charges for consumption per 1,000 gallons:

| | |
|-----------------------|---------|
| 0—3,000 gallons | \$ 2.85 |
| 3,001—5,000 gallons | \$ 3.04 |
| 5,001—10,000 gallons | \$ 3.22 |
| 10,001—20,000 gallons | \$ 3.42 |
| 20,001—50,000 gallons | \$ 3.69 |

| | |
|---------------------|---------|
| Over 50,000 gallons | \$ 3.87 |
|---------------------|---------|

Commercial - In city limits.

| Meter Size | Minimum Charge |
|-----------------|----------------|
| ¾" (or smaller) | \$32.72 |
| 1" | \$54.53 |
| 1½" | \$106.50 |
| 2" | \$168.59 |
| 3" | \$316.10 |
| 4" | \$503.96 |
| 6" | \$1,038.19 |

Plus the following charges for consumption per 1,000 gallons:

| | |
|-----------------------|--------|
| 0—3,000 gallons | \$2.85 |
| 3,001—5,000 gallons | \$3.04 |
| 5,001—10,000 gallons | \$3.22 |
| 10,001—20,000 gallons | \$3.42 |
| 20,001—50,000 gallons | \$3.69 |
| Over 50,000 gallons | \$3.87 |

(2) *Residential and Commercial - Outside city limits.*

| Meter Size | Minimum Charge |
|-----------------|----------------|
| ¾" (or smaller) | \$49.09 |
| 1" | \$81.79 |
| 1½" | \$159.75 |
| 2" | \$252.89 |
| 3" | \$474.15 |
| 4" | \$862.44 |
| 6" | \$1,557.29 |

Plus the following charges for consumption per 1,000 gallons:

| | |
|-----------------------|--------|
| 0—3,000 gallons | \$4.12 |
| 3,001—5,000 gallons | \$4.42 |
| 5,001—10,000 gallons | \$4.70 |
| 10,001—20,000 gallons | \$4.98 |
| 20,001—50,000 gallons | \$5.39 |
| Over 50,000 gallons | \$5.66 |

- (b) Wholesale Water: The following rates are applicable to wholesale sales of water within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered water connections and whom have executed a wholesale water agreement with the city.

Monthly Fixed Charge

Source Cost\$45,000.00 per MGD subscribed capacity

Transmission Cost\$4,977.71 per MGD subscribed capacity

Customer Charge\$1.75 per wholesale meter

Plus the following charges for consumption per 1,000 gallons

Volumetric Charge per 1,000 gallons\$2.24 per 1,000 gallons of actual consumption

(Ord. No. 2012-25, 12-11-12; Ord. No. 2014-21, 9-23-14; Ord. No. 2015-17, pt. 1, 9-22-15; Ord. No. 2019-22 , § 2(Exh. A), 6-25-19; Ord. No. 2020-05 , § 2(Exh. A), 3-24-20; Ord. No. 2021-14 , § 2(Exh. A), 10-12-21; Ord. No. 2022-26 , § 2(Exh. A), 10-11-22; Ord. No. 2023-37 , § 2(Exh. A), 9-26-23)

Sec. A13.02.005 Water connection and tapping fees.

(a) *Inside city limits.*

| | |
|-----|------------|
| ¾" | \$300.00 |
| 1" | \$400.00 |
| 1½" | \$800.00 |
| 2" | \$1,950.00 |
| 3" | \$2,450.00 |
| 4" | \$3,450.00 |

All service connections larger than 4" and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent.

(b) *Outside city limits.*

| | |
|-----|------------|
| ¾" | \$400.00 |
| 1" | \$500.00 |
| 1½" | \$900.00 |
| 2" | \$2,050.00 |
| 3" | \$2,550.00 |
| 4" | \$3,550.00 |

All service connections larger than 4" and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent.

(Ord. No. 2003-38, pt. 3 (§ 7.400), 11-11-03)

Sec. A13.02.006 Disconnect and reconnect fees for delinquent accounts.

(b) *Disconnect fee and reconnect fee:*

- (1) Disconnect fee:\$50.00
- (2) Reconnect fee:\$50.00
- (3) After hours reconnection fee:\$75.00

Returned check fee. Applicable amount determined by the district attorney plus any charges assessed against the city by any financial institution for each payment instrument dishonored or returned to the city by the customers bank or financial institution.

Administration fee for all utility transfer requests:\$20.00

(1995 Code, app. A, § 7.500; Ordinance adopting Code; Ord. No. 2015-16, pt. 3, 9-22-15)

Sec. A13.02.008 Billing; discontinuance of service.

Reset fee: \$100.00.

(1995 Code, app. A, § 7.600; Ordinance adopting Code)

Sec. A13.02.009 Deposit.

Customer deposit: \$75.00.

(1995 Code, § 11.209; Ord. No. 2015-16, pt. 3, 9-22-15)

Sec. A13.02.010 Bulk water sales.

- (b) Bulk metering and meter deposit. Minimum deposit per bulk meter requested: \$500.00.
- (c) Sales for small quantities and short durations. Small quantity/short duration purchase of bulk water per one thousand (1,000) gallons or a fraction thereof: \$5.00.

(Ord. No. 2003-38, pt. 2 (11.210), 11-11-03)

Sec. A13.02.011 Acceptance and treatment of wastes from on-site sewage facilities or septic systems.

(d) Annual license fees.

| Vehicles, Transports or Tanks Capable of Containing: | Fee |
|--|----------|
| From 0 to 500 gallons: | \$75.00 |
| From 501 to 1,500 gallons: | \$125.00 |
| From 1,501 to 2,500 gallons: | \$150.00 |
| From 2,501 to 3,500 gallons: | \$175.00 |
| From 3,501 and greater: | \$250.00 |

(Ord. No. 2005-21, pt. 2 (7.110), 5-10-05)

(e) Wastewater treatment plant septic unloading fees.

| Gallons | Rates |
|-------------|----------|
| 0—1,000 | \$64.69 |
| 1,001—1,500 | \$97.03 |
| 1,501—2,000 | \$129.38 |
| 2,001—2,500 | \$161.73 |

| | |
|--------------|----------|
| 2,501—3,000 | \$194.06 |
| 3,001—3,500 | \$226.41 |
| 3,501—4,000 | \$258.76 |
| 4,001—4,500 | \$291.10 |
| 4,501—5,000 | \$323.44 |
| 5,001—5,500 | \$355.79 |
| 5,501—6,000 | \$388.14 |
| 6,001—6,500 | \$420.48 |
| 6,501—7,000 | \$452.81 |
| 7,001—7,500 | \$485.17 |
| 7,501—8,000 | \$517.51 |
| 8,001—8,500 | \$549.84 |
| 8,501—9,000 | \$582.20 |
| 9,001—9,500 | \$614.54 |
| 9,501—10,000 | \$646.89 |

(Ord. No. 2014-21, 9-23-14; Ord. No. 2015-17, pt. 1, 9-22-15)

- (f) In order to meet critical needs of the city's acceptance and treatment of wastes from on-site sewage facilities or septic systems, it is the city's intention to increase these rates, by separate ordinances, by not less than 3.5% each year, starting in December 2012, and each succeeding December until December 2020, consistent with the recommendations of the city's staff, K* Friese and Associates and Rimrock consulting. The intended future rate increases are as follows:

December 2013 - Minimum and volume charges not less than 6.3% higher than those shown adopted in 2012;

December 2014 - Minimum and volume charges not less than 3.5% higher than those shown adopted in 2013;

December 2015 - Minimum and volume charges not less than 3.5% higher than those shown adopted in 2014;

December 2016 - Minimum and volume charges not less than 4.5% higher than those shown adopted in 2015;

December 2017 - Minimum and volume charges not less than 4.5% higher than those shown adopted in 2016;

December 2018 - Minimum and volume charges not less than 4.0% higher than those shown adopted in 2017; and

December 2019 - Minimum and volume charges not less than 3.5% higher than those shown adopted in 2018.

(Ord. No. 2012-25, 12-11-12)

UTILITIES

Sec. A13.04. On-site sewage facilities.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|------------------------------|---|---------------|
| A13.04.010 | Ord. No. 2005-44 11/22/05 | On-Site Sewage Facilities Permit Fees | |
| | | Standard System | \$250.00 |
| | | Designed System | \$400.00 |
| | | Modification to Standard Permit | \$100.00 |
| | | Modification to Designed Permit | \$100.00 |
| | | Adjustment from Standard to Design | \$100.00 |
| | | Holding Tank | \$200.00 |
| | | Septic Tank Replacement | \$125.00 |
| | | Reinspection (Failed installation inspection) | \$125.00 |
| | | Maintenance Contract Renewal | \$25.00 |

Sec. A13.05. Creation of water districts.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------|---|---------------|
| A13.05.005 | 1995 Code | Filing Fee for application to create Water Control District or Municipal Utility District | \$10,000.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18)

ARTICLE A13.07 ELECTRICAL SERVICE

Sec. A13.07.001 Residential service.

(b) Monthly rate schedule.

| | |
|-------------------------|---|
| Monthly customer charge | \$10.00 |
| Wires charge | \$0.0328 per KWH |
| Generation charge | This rate, which may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer.** |

(Ord. No. 2005-46, 12-13-05)

(c) Customer deposit. \$200.00.

(Ord. No. 2015-16, pt. 3, 9-22-15)

- (f) Disconnect fees and reconnect fees.
 - (1) Disconnect fee: \$50.00.
 - (2) Reconnect fee: \$50.00.
 - (3) After hours reconnection fee: \$75.00.

(Ord. No. 2015-16, pt. 3, 9-22-15)

- (g) Relocation of service. Transfer fee, per meter: \$20.00.
- (h) Temporary service. Nonrefundable charge:
 - New temporary service single-phase connection: \$50.00.
 - New three-phase connection, if available: \$100.00.

- (j) Security lights. Installation charge and flat monthly rate:

| | |
|---------------|-----------------------------|
| Installation | \$70.00 |
| Monthly rate: | 100 watt hps bulb - \$6.35 |
| Installation | \$185.00 |
| Monthly rate: | 250 watt hps bulb - \$12.50 |
| Installation | \$215.00 |
| Monthly rate: | 400 watt hps bulb - \$18.00 |

- (k) Line extension fee. Minimum charge per extension of new service line: \$300.00.

- (l) Returned checks. Charge of \$30.00.

(1995 Code, app. A, § 7.700; Ordinance adopting Code; Ord. No. 2004-2, pt. 1, app. A (7.700), 1-13-04)

Sec. A13.07.002 Commercial service.

- (b) Monthly rate schedule.

| | |
|-------------------------|---|
| Monthly customer charge | \$16.00 |
| Wire charge | \$0.0326 per KWH |
| Generation charge | This rate, which may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer.** |

- (f) Disconnect Fees and Reconnect fees
 - (1) Disconnect fee: \$50.00.
 - (2) Reconnect fee: \$50.00.
 - (3) After hours reconnection fee: \$75.00.

(Ord. No. 2015-16, pt. 3, 9-22-15)

- (g) Relocation of service. Transfer fee, per meter: \$20.00.

(Supp. No. 15)

- (h) Temporary service. Nonrefundable charge:
 - New temporary service single-phase connection: \$50.00.
 - New three-phase connection, if available: \$100.00.

- (j) Security lights. Installation charge and flat monthly rate:

| | |
|---------------|-----------------------------|
| Installation | \$70.00 |
| Monthly rate: | 100 watt hps bulb - \$6.35 |
| Installation | \$185.00 |
| Monthly rate: | 250 watt hps bulb - \$12.50 |
| Installation | \$215.00 |
| Monthly rate | 400 watt hps bulb - \$18.00 |

- (k) Line extension fee. Minimum charge per extension of new service lines: \$300.00.

- (l) Returned checks. Charge of \$30.00.

(1995 Code, App. A, § 7.800; Ord. No. 2004-2, pt. 1, app. A (7.800), 1-13-04; Ordinance adopting Code; Ord. No. 2005-46, 12-13-05)

Sec. A13.07.003 Key accounts.

- (b) Rate schedule.

| | |
|-------------------------|---|
| Monthly customer charge | \$16.00 |
| Wires charge | \$0.0318 per KWH |
| Generation charge | This rate, which may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer.** |

- (f) Disconnect Fees and Reconnect fees
 - (1) Disconnect fee: \$50.00.
 - (2) Reconnect fee: \$50.00.
 - (3) After hours reconnection fee: \$75.00.

(Ord. No. 2015-16, pt. 3, 9-22-15)

- (g) Relocation of service. Transfer fee, per meter: \$20.00.

- (h) Temporary service. Nonrefundable charge:
 - New temporary service single-phase connection: \$50.00.
 - New three-phase connection, if available: \$100.00.

- (j) Security lights. Installation charge and flat monthly rate:

| | |
|---------------|----------------------------|
| Installation | \$70.00 |
| Monthly rate: | 100 watt hps bulb - \$6.35 |

| | |
|---------------|-----------------------------|
| Installation | \$185.00 |
| Monthly rate: | 250 watt hps bulb - \$12.50 |
| Installation | \$215.00 |
| Monthly rate | 400 watt hps bulb - \$18.00 |

(k) Line extension fee. Minimum charge per extension of new service line: \$300.00.

(l) Returned checks. Charge of \$25.00.

(1995 Code, app. A, sec. 7.900; Ordinance adopting Code; Ord. No. 2005-46, 12-13-05)

Sec. A13.07.004 Municipal electric rates.

(b) Rate schedule.

| | |
|-------------------|---|
| Wires charge | \$0.0048 per KWH |
| Generation charge | This rate, which may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer.** |

(Ord. No. 2005-46, 12-13-05)

Sec. A13.07.005 Billing and terms of service.

(d) Theft of service.

Service fee or reconnect fee:

Within city limits:

During regular working hours: \$25.00.

After-hours calls: \$40.00.

Outside city limits:

During regular working hours: \$40.00.

After-hours calls: \$50.00.

Reset fee: \$100.00.

** Generation charge is equal to the amount per KWH that is calculated monthly to reflect the amounts charged the city by its power provider that is not covered in the monthly customer and wires charges listed in this fee schedule. This calculation will be made by the city on an ongoing basis, from month to month, and the generation charge passed through to the consumer will be based on the city's cost. Generation charge is equal to the total charges billed by the city's wholesale power provider divided by the total KWH measured/metered by all customers except "key account customers" for the ensuing month times the electric consumption for each customer. (Ordinance 2005-46 adopted 12/13/05)

(1995 Code, app. A, § 7.1100; Ordinance adopting Code)

ARTICLE A13.08 SOLID WASTE

Sec. A13.08.015 Amount of service charges.

Service charges shall be as provided for by contract between the city and the franchised refuse collection contractor.

Base Residential Services

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|--|---------------|
| A13.08.015 | Ord. No. 2022-22 9/20/2022 | Solid Waste | |
| | | Residential Service monthly charge | \$18.59 |
| | | Residential Additional Cart monthly charge | \$6.08 |
| | | Residential Additional Recycling Cart monthly charge | \$2.43 |

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 | \$28.02 | | | N/A | N/A | N/A | |
| 2 CY Dumpster | \$ 80.98 | \$ 220.72 | \$ 271.77 | \$ 288.84 | \$ 332.16 | \$ 348.77 | \$ 75.36 |
| 3 CY Dumpster | \$ 88.13 | \$ 163.34 | \$ 258.62 | \$ 344.49 | \$ 430.34 | \$ 458.28 | \$ 81.44 |
| 4 CY Dumpster | \$ 121.13 | \$ 176.58 | \$ 282.49 | \$ 376.18 | \$ 470.20 | \$ 575.78 | \$ 85.08 |
| 6 CY Dumpster | \$ 132.71 | \$ 216.96 | \$ 366.64 | \$ 460.61 | \$ 575.77 | \$ 690.91 | \$ 100.89 |
| 8 CY Dumpster | \$ 151.40 | \$ 262.57 | \$ 392.70 | \$ 511.08 | \$ 638.84 | \$ 766.61 | \$ 115.48 |
| 10 CY Dumpster | \$ 161.28 | \$ 266.21 | \$ 416.72 | \$ 556.58 | \$ 695.73 | \$ 834.88 | \$ 128.84 |

Commercial Recycling Dumpster Services (Non-Exclusive)

| Container Size | Weekly Collection Frequency ¹ | | | | | | Extra Pickups ¹ |
|----------------|--|-----------|-----------|-----------|-----------|-----------|----------------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | |
| 96-Gallon Cart | \$ 22.20 | | | N/A | N/A | N/A | |
| 2 CY Dumpster | \$ 72.88 | \$ 198.65 | \$ 244.08 | \$ 259.95 | \$ 298.96 | \$ 313.90 | \$ 75.36 |
| 3 CY Dumpster | \$ 79.32 | \$ 147.00 | \$ 237.62 | \$ 295.41 | \$ 396.04 | \$ 475.24 | \$ 81.44 |
| 4 CY Dumpster | \$ 95.48 | \$ 171.97 | \$ 257.95 | \$ 343.95 | \$ 429.92 | \$ 515.90 | \$ 85.08 |
| 6 CY Dumpster | \$ 99.53 | \$ 162.72 | \$ 274.98 | \$ 345.47 | \$ 431.81 | \$ 518.20 | \$ 100.89 |
| 8 CY Dumpster | \$ 105.99 | \$ 183.80 | \$ 274.89 | \$ 357.75 | \$ 447.18 | \$ 536.62 | \$ 115.48 |
| 10 CY Dumpster | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 128.84 |

Additional Fee Commercial Services

| Description of Service | Fee |
|-----------------------------------|---|
| Lock | \$13.38 per month |
| Set of casters | \$24.31 per month |
| Opening and closing of enclosures | No Charge |
| Excessive maintenance | \$121.55 per swap more than 1x 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 | \$ 5.78 | \$ 157.69 | \$ 379.64 | \$ 28.23 | \$0.00 |
| 15 CY Roll-off ¹ | \$ 5.78 | \$ 157.69 | \$ 379.64 | \$ 28.23 | \$0.00 |
| 20 CY Roll-off | \$ 5.78 | \$ 157.69 | \$ 379.64 | \$ 28.23 | \$0.00 |
| 30 CY Roll-off | \$ 5.78 | \$ 157.69 | \$ 379.64 | \$ 28.23 | \$0.00 |
| 40 CY Roll-off | \$ 5.78 | \$ 157.69 | \$ 379.64 | \$ 28.23 | \$0.00 |

- ¹ These container sizes are exclusive only for Commercial Service Units. Temporary service for Residential Service Units is a nonexclusive service. Proposed fees for non-exclusive services represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.
- ² ;hg;Container rental fee does not apply for the first 14 calendar days of service.
- ³ ;hg;Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
- ⁴ ;hg;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.

* 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 | \$ 121.55 | N/A | \$ 379.64 | \$ 28.23 | \$0.00 |
| 15 CY Roll-off | \$ 121.55 | N/A | \$ 379.64 | \$ 28.23 | \$0.00 |
| 20 CY Roll-off | \$ 121.55 | N/A | \$ 379.64 | \$ 28.23 | \$0.00 |
| 30 CY Roll-off | \$ 121.55 | N/A | \$ 379.64 | \$ 28.23 | \$0.00 |
| 40 CY Roll-off | \$ 121.55 | N/A | \$ 379.64 | \$ 28.23 | \$0.00 |
| 25 CY Roll-off Compactor | N/A | \$ 364.65 | \$ 379.64 | \$ 28.23 | \$0.00 |
| 30 CY Roll-off Compactor | N/A | \$ 395.04 | \$ 379.64 | \$ 28.23 | \$0.00 |
| 40 CY Roll-off Compactor | N/A | \$ 425.42 | \$ 379.64 | \$ 28.23 | \$0.00 |

- ¹ Does not apply if the customer owns the compactor unit.
- ² ;hg;Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
- ³ ;hg;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.
 * ;hg;Container Rental fee only applies if the customer has less than a minimum of 2 pulls per month.
 * ;hg;Processing Fee may be subject to charges relating to contamination.

(Ord. No. 2022-22 , § 1(Exh. A), 9-20-22)

Sec. A13.09. Utility fees and deposits.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-----------------------------|---|--|
| A13.09.003 | Ord. No. 2015-16 9/22/15 | Return Trip—Failure to have presence of responsible person for connection | \$25.00 |
| 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 | \$200.00 |
| | | Residential Water Deposit | \$75.00 |
| | | 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 | \$50.00 |
| | | Solid Waste Deposit | \$50.00 |
| A13.09.006 | Ord. No. 2015-16 9/22/15 | Deferred Payment Plan—Administration Fee | \$25.00 |
| A13.09.007 | Ord. No. 2015-16 9/22/15 | New Application Fee | \$50.00 |
| | | Disconnect Fee | \$50.00 |
| | | Reconnect Fee | \$50.00 |
| | | After Hours Reconnect Fee | \$75.00 |
| | | Trip Fee—Investigation during regular business hours | \$50.00 |
| | | Trip Fee—Investigation after hours | \$100.00 |
| | | Miscellaneous Service Fee | \$50.00 |

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| | | | |
|--|--|--|---|
| | | Meter Re-reading Fee | \$25.00 |
| | | Meter Inaccessible Fee | \$25.00 |
| | | Transfer of Service Fee (per account) | \$20.00 |
| | | Returned Check Fee | Actual cost to the City |
| | | Meter Testing Fee—unless City initiated | Actual cost plus \$25.00 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 |

Sec. A13.11. Reclaimed waters.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-----------------------------|--|--------------------------|
| A13.11.001 | Ord. No. 2015-05 3/24/15 | Reclaimed Water for Irrigation—per 1,000 gallons | \$5.00 Minimum \$5.00 |
| A13.11.002 | Ord. No. 2015-05 3/24/15 | Reclaimed Water—Cost related to permitting, inspecting and application | |
| | | Application Fee | \$150.00 |
| | | Resubmission/application review Fee | \$50.00 |
| | | Volume Charges per 1,000 gallons | \$5.00 |
| | | Engineering and other Professional Services | Actual Costs |
| | | Security Deposit | \$500.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21)

Sec. A13.13.001 Attachments to Utility Facilities Fees and Charges

(a) Attachment Fees and Charges

- (1) Pre-Permit Survey Fee: \$50.00 per hour
- (2) Make-Ready Charges: \$50.00 per hour
- (3) Annual Pole Attachment Fee (Multiplied per attachment per pole): \$ 10.00
- (4) Annual Conduit Attachment Fee (Multiplied per liner foot): \$2.50
- (5) Inspection Fee (Actual Cost per Inspection): \$50.00 per hour
- (6) Unauthorized Attachment Penalty Fee (3 × Annual Attachment Fee, per occurrence): \$30.00
- (7) Failure To Tag Penalty (½ annual attachment fee per occurrence): \$5.00

(8) Failure to move/remove facilities penalty (½ annual rate per day, per pole linear foot of conduit): \$5.00
 (Ord. No. 2016-35 , § 4, 1-24-17)

BASTROP BUILDING BLOCK (B³) CODE

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|--------------------------------|---|---|
| A14.01.001 | Ord. No. 2022-22 9/20/2022 | Administration fee (per application, included in fees below unless otherwise noted) | 5% of application fee |
| | | Completeness Check (per application review) | \$250.00 |
| | | Technology Fee (per application, included in fees below) | \$6.00 |
| | | Meeting Re-Notification, if required by applicant action | \$500.00 |
| | | Appeal of Administrative Decision | \$531.00 |
| | | Appeal of Board/Commission Decision | \$531.00 |
| | | Misc. Administrative Plan Review | \$531.00 |
| | | Warrant Determination | \$60.00 |
| A14.01.010 | Ord. No. 2022-22 09/20/2022 | SUBDIVISION | |
| | | Preliminary Plat Review (plus 5% administration fee) | \$1,706.00 + \$125.00 per acre |
| | | Final Plat Review (plus 5% administration fee) | \$1,281.00 + \$125.00 per acre |
| | | Amended/Administrative Plat Review (plus 5% administration fee) | \$1,281.00 + \$25.00 per acre |
| | | Replat Review (plus 5% administration fee) | \$1,281.00 + \$125.00 per acre |
| | | Plat Vacation Review | \$1,345.00 |
| | | Public Improvement Plan Review | \$5,256.00 minimum + all professional fees* |
| | | Single Improvement Public Improvement Plan Review | \$1,345.00 |
| | | Public Improvement Plan Amendment Review | \$1,345.00 |
| | | Public Improvement Inspections | 3.5% of total cost of improvement**, \$2,500.00 minimum |

| | | | |
|--|--|--|---------------------------------------|
| | | Public Improvement Plan Agreement Review | \$3,156.00 + all professional fees* |
| | | Conceptual Drainage Plan Review | \$1,266.00 |
| | | Preliminary Drainage Plan Review | \$2,421.00 |
| | | Final Drainage Plan Review | \$1,581.00 |
| | | Preliminary Infrastructure Plan Review | \$2,001.00 |
| | | Subdivision Variance Review | \$500.00 |
| | | Plat Recordation with the County | \$150.00 + fees charged by the County |
| | | Platting Exemption Determination | \$50.00 |
| | | License Agreement Review | \$3,156.00, plus professional fees* |
| | | Land Disturbance Permit | \$216.00 |
| | | License to Encroach Review, Easement | \$531.00, plus professional fees* |
| | | License to Encroach Review, Right-of-Way | \$794.00, plus professional fees* |
| | | Traffic Impact Analysis Review | \$557.00, plus professional fees* |
| | | Right-of-Way Vacation Review | \$1,791.00, plus professional fees* |
| | | Easement Vacation Review | \$899.00, plus professional fees* |
| | | Neighborhood Regulating Plan | \$1,056.00 |
| | | DEVELOPMENT FEES IN LIEU | |
| | | Tree Mitigation | \$600.00 per 4-inch tree |
| | | Sidewalk | \$14.00 per square foot |
| | | Trail | \$14.00 per square foot |
| | | PARKLAND DEDICATION | |
| | | Less than 4 dwelling units per building | \$500.00 per Unit |
| | | 4 or more dwelling units per building | \$400.00 per Unit |
| | | SITE DEVELOPMENT | |

| | | | |
|------------|--------------------------------|---|---|
| | | Site Development Plan Review (plus 5% administration fee) | \$1,706.00 + \$125.00 per acre |
| | | Site Development Plan Amendment Review | \$531.00 |
| | | Site Development Inspections | \$500.00 |
| | | GIS MAPPING FEES | |
| | | Map Printing | \$6.67 per square foot + \$50.00 an hour |
| | | Custom Map | \$250.00 per hour |
| | | Public Improvement Plan Digitizing, May be waived if digital plans provided per City specifications | \$250.00 per hour |
| | | ZONING | |
| A14.01.001 | Ord. No. 2021-12 09/21/2021 | Zoning Concept Scheme Review (greater than or equal to 3.4 acres) (plus 5% administration fee) | \$3,006.00 + \$200.00 per acre (rounded up) |
| A14.01.001 | Ord. No. 2021-12 09/21/2021 | Zoning Concept Scheme Review (less than 3.4 acres) | \$1,581.00 |
| A14.01.001 | Ord. No. 2021-12 09/21/2021 | Planned Development Zoning Amendment Review (plus 5% administration fee) | \$9,006.00 + \$200.00 per acre (rounded up) |
| A14.01.001 | Ord. No. 2022-22 9/20/2022 | Zoning Variance Review | \$500.00 |
| | | B ³ Code Text Amendment Review | \$2,106.00, plus professional fees* |
| | | Comprehensive Plan Amendment Review | \$1,056.00, plus professional fees* |
| | | Development Agreement Review | \$3,156.00, plus professional fees* |
| | | Special District Creation (MUD, PID, SUD, WCID, etc.) | \$26,256 + Professional fees* |
| | | Zoning Verification Letter | \$156.00 |
| | | Zoning Violation | \$500.00 per violation per day |
| A14.01.001 | Ord. No. 2022-22 9/20/2022 | SIGNS | |

| | | | |
|------------|-----------------------------------|---|---|
| | | Off-Premises Sign (Billboard) Repair | \$452.00 |
| | | Repair or reface of existing sign cabinet | \$85.00 |
| | | Building Signs (structural): | \$106.00 plus \$1.00 per square foot |
| | | Awning, Band (wall), Blade, Marquis, Outdoor Display Case, Construction Site (plus 5% administration fee) | |
| | | Building Signs (non-structural): | \$56.00 plus \$1.00 per square foot |
| | | Nameplate, Window (plus 5% administration fee) | |
| | | Small Freestanding Signs: | \$60.00 |
| | | Yard, Directional | |
| | | Large Freestanding Signs: Monument, Pylon, Development Information, Construction Site (plus 5% administration fee) | \$206.00 plus \$2.00/ft. of sign height and \$2.00/sq. ft. of sign area |
| | | Banner | \$60.00 |
| | | Sidewalk Sign | \$60.00 |
| | | Master Sign Plan Review | \$531.00 |
| | | Administrative Sign Variance Review | \$500.00 |
| | | ZBA Sign Variance Review | \$500.00 |
| | | Work without Permit | 100% the fee per sign type |
| A14.01.001 | Ord. No. 2022- 22 9/20/2022 | HISTORIC PRESERVATION | |
| | | Certificate of Appropriateness | \$58.50 |
| | | Certificate of Appropriateness - Demolition or Relocation | \$111.00 |
| | | Work without Certificate of Appropriateness | \$500.00 per violation per day |
| | | * 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 | |

(Ord. No. 2022-22 , § 1(Exh. A), 9-20-22; Ord. No. 2023-08 , § 2(Exh. A), 4-11-23)

CEMETERIES

Sec. A15.01. Fairview Cemetery.

| SEC Reference | Last updated | Description | Amount of fee |
|---------------|-------------------------------|--|-----------------|
| A15.01.012 | Ord. No. 2022-22 9/20/2022 | Cost of one (1) plot - Resident of the City of Bastrop | \$1,500.00 |
| | | Cost of one (1) plot - Non-Resident of the City of Bastrop 80% of the fee is deposited into the Operating fund 20% of the fee is deposited into the Permanent Fund | \$3,500.00 |
| | | Recording Fee | \$30.00 |
| | | Permit Fee | \$25.00 |
| | | Burial Open/Close fees | |
| | | Adult burial | \$1,520.00 |
| | | Infant/cremations burial | \$1,160.00 |
| | | Weekend surcharge | \$125.00 |
| | | Holiday surcharge | \$600.00 |
| | | Disinterment/Re-interment | \$1,450.00 each |
| | | Liners | \$750.00 |
| | | Setup fee | \$640.00 |

(Ord. No. 2018-21 , § 1(Exh. A), 9-25-18; Ord. No. 2020-27 , § 1(Exh. A), 9-22-20; Ord. No. 2021-12 , § 1(Exh. A), 9-21-21; Ord. No. 2022-22 , § 1(Exh. A), 9-20-22)

CITY OF BASTROP
MASTER FEE SCHEDULE

FY 2025

Updated: February 17, 2024

GENERAL PROVISIONS

Item 10G.

Records Management Program

| Description | Amount of Fee/Deposit |
|---|-----------------------|
| Charges for printing copies for public information | |
| Standard size paper copy (per printed page) | \$0.10 |
| Nonstandard copy – JAZ drive | Actual Cost |
| Nonstandard copy – other electronic media | Actual Cost |
| Non-standard-size copy-Paper (each printed page) | \$.50 |
| Non-standard-size copy-Other | Actual Cost |
| Personnel Charge per hour | 17.50 |
| Overhead charge-20% of personnel charge | Actual |
| Remote document retrieval charge | Actual Cost |
| Computer resource charge: Client/server-per minute | \$1.00 |
| Computer resource charge-PC or LAN-per minute | \$.50 |
| Programming time charge-per hour | \$28.50 |
| 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 |

The Office of Attorney General adopts rules for use by governmental body in determining charges under Texas Government Code, Chapter 552 Subchapter F.

Investigations

| Description | Amount of Fee/Deposit |
|---|-----------------------|
| Penalty for contempt in failing or refusing to obey City Council's subpoena or to produce an such books, papers, or other evidence pursuant to a council investigation under Bastrop Charter 3.11 | \$500 |

Parks

Item 10G.

| Description | Amount of Fee/Deposit |
|---|-----------------------|
| 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 non-commercial 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 |

| | |
|--|--|
| Additional Park amenities fees for 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) |
| Disc Golf Tournaments | \$200 (100 players); \$2.00 per player after 100 |
| 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 Dep |
| Softball fields-additional lighting (6-10pm) | \$10.00 per hour |
| Softball fields-tournament use | \$250.00 per day/\$200.00 Dep |
| 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+ | \$25.00 per hour |
| Disc Golf Tournaments | \$200 (100 players); \$2.00 per player after 100 |
| Additional equipment required | 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 |
| Arena dirt work-City crew-tractor, drag | \$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 |
| Deposit | \$50 |
| | |
| Recreation Membership | Fees Monthly |
| Individual | Resident \$30; Non-Resident \$35 |
| Family | Resident \$50; Non-Resident \$55 |

| | |
|------------------------------------|----------------------------------|
| Senior/Military/Disabled Person(s) | Resident \$20; Non-Resident \$25 |
| Military Family | Resident \$40; Non-Resident \$45 |
| City Employee | Individual \$0; Family \$30 |
| Drop-in Fee | \$5-\$20 |

Library

| Description | Amount of fee/Deposit |
|---|---|
| Membership Fees | |
| Individual Annual Membership | Resident: \$0.00 Non-Resident: \$25.00 |
| Individual Six-month Membership | Resident: \$0.00 Non-Resident: \$15.00 |
| Senior Citizen (55+), Veteran, or Individual with Disabilities Annual Membership | Resident: \$0.00 Non-Resident: \$20.00 |
| Family Annual Membership | Resident: N/A Non-Resident: \$40.00 |
| Circulating Material Fines & Fees | |
| Materials not returned 30 days past due date | Up to Manufacturer's Suggested Retail Price (MSRP) |
| 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 Deposit \$100 |
| Pressley Meeting Room | General: \$50.00 per hour Deposit \$100 |
| 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

Item 10G.

| Description | Amount of fee/Deposit |
|--|-----------------------|
| 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 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 |

Payments by Credit Card or Other Electronic Means

| Description | Amount of fee/Deposit |
|--|-------------------------|
| Payments by Credit Card or Other Electronic Means | |
| Credit Card Processing Fee | 3% of total amount paid |

Animal Control

Item 10G.

| Description | Amount of fee/Deposit |
|---|------------------------------|
| Vaccination and licensing of dogs and cats | |
| Guard dog permit | \$35.00 |
| License fee - Altered dog | \$5.00 |
| Unaltered dog per animal | \$25.00 per animal, per year |
| Kennels and multiple pet ownership | |
| Kennel permit | \$70.00 |
| Multiple pet owner's permit | \$35.00 |
| Private breeder's permit | \$35.00 |
| Commercial animal sales permit | \$70.00 |
| Impoundment | |
| Authorized fees | |
| Initial impound fee | \$40.00 per animal |
| Dog or cat per additional day | \$3.50 per animal |
| 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 |
| Adoption of impounded animals | |
| Adoption fee with mandatory spay/neuter agreement | \$15.00 |
| 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 |
| Dangerous dogs | |
| 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

Item 10G.

| Description | Amount of fee/Deposit |
|--|--|
| General provisions | |
| Charges for consulting services | |
| Professional/Consultant fees and related charges incurred by the City | Actual fee plus 15% administrative fee |
| 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 |
| Certificate of Occupancy fees | |
| Certificate of Occupancy (occupancy classification change and short-term rentals) | \$270 |
| Certificate of Occupancy (tenant or lease change) | \$125 |
| Copies/Re-issue Certificates of Occupancies, inspection reports | \$25 |
| Courtesy Inspections | \$25 |
| Administration fee (per construction permit application which are based on sliding fee scale only) | 5% |
| Emergency Repair (must be verified by Building Official) | 50% reduction |
| Permit Technology Fee (per construction permit which are based on sliding fee scale only) | \$6 |

| Description | Amount of fee/Deposit |
|--|---|
| Building code | |
| Schedule of permit fees | |
| All permit and inspection fees shall be based on the following schedule, unless otherwise stated or authorized by state law: | |
| Commercial Construction | *SF Value based on ICC Building Valuation Data |
| New Commercial - Less than \$500,000 | \$5 per \$1,000 valuation; minimum \$1,000 fee |
| 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 Plan Review | 30% of New Construction Permit Fee |
| New Commercial Inspection Fee (with Permit) | 45% 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 |
| *Note: Commercial Additions at New Commercial Fees | |
| 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) | \$150 |
| Commercial Minimum Permit, if no fees listed are applicable- | \$530 |

| Description | Amount of fee/Deposit |
|--|------------------------------------|
| Residential Construction | |
| New Residential – Less than 900 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 |
| Residential Plan Review Fee (includes all residential building) | 25% of New Construction Permit Fee |
| New Residential Inspection Fee (with Permit) | 45% of New Construction Permit Fee |
| Residential Addition | \$750 |
| Residential Remodel (total residence) | \$530 |
| Residential Kitchen Remodel | \$160 |
| Residential Bathroom Remodel | \$160 |
| Residential Remodel/Window Replacement or other | \$160 |
| Roofing permit – Residential | \$160 |
| Residential Accessory Structure | \$160 |
| Residential Accessory Buildings - 120 sf or less | \$125 |
| Residential Accessory Building - 121 sf to 160 sf | \$160 |
| Residential Accessory Building - 160 sf and up | \$320 |
| Accessory Dwelling Unit Finish-Out | \$500 |
| Residential Fence-and flatwork | \$125 |
| Residential Miscellaneous Inspections | \$125 |
| Residential reinspection (per inspection) | \$150 |
| Residential Minimum Permit Fees, if no listed fees are applicable | \$125 |
| 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 | \$500 |
| Solar System | \$125 |

| Description | Amount of fee/Deposit |
|--|--|
| Electricity – electrical code | |
| Electrical Construction | |
| Commercial attachment permit. | \$215 |
| Commercial trade permit (each project/permit) | \$215 per building, plus \$150 per additional floor (+1 stories) |
| Commercial reinspection (per inspection) | \$150 |
| Reconnect Meter Inspection (meters 6 months or more without service) | \$125 |

| | |
|--|-------|
| Residential Trade permit (each project/permit) | \$125 |
| Residential reinspection (per inspection) | \$150 |

| Description | Amount of fee/Deposit |
|---|--|
| Plumbing code | |
| Plumbing Construction | |
| Commercial attachment permit. | \$215 |
| Commercial Trade Fee (each project/permit) | \$215 per building, plus \$150 per additional floor (+1 stories) |
| CSI or RMI Inspection | \$125 |
| Commercial Irrigation Permit | \$215 |
| Commercial reinspection Fees (per inspection) | \$150 |
| Residential attachment permit. | \$125 |
| Residential Trade Fee (each project/permit) | \$125 |
| Residential Irrigation Permit | \$125 |
| Residential Water Heater Replacement | \$125 |
| Residential reinspection (per inspection) | \$150 |

| Description | Amount of fee/Deposit |
|--|--|
| Mechanical code | |
| 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 additional unit) | \$105 |
| Commercial reinspection Fees (per inspection) | \$150 |
| Residential attachment permit. | \$125 |
| Residential Trade Fee (each project/permit) | \$125 |
| Residential HVAC Replacement | \$125 |
| Residential reinspection Fees (per inspection) | \$150 |

| Description | Amount of fee/Deposit |
|--|-----------------------|
| Swimming pools | |
| Pool Permit and inspection fees. | |
| Commercial Swimming pool permit | \$1,200 |
| Commercial reinspection (per inspection) | \$150 |
| Residential Swimming Pool Permit | \$400 |
| Residential reinspection Fees (per inspection) | \$125 |

| Description | Amount of fee/Deposit |
|---|-----------------------|
| Moving of Structures, Demolition and Site Work | |

| | |
|---|-------|
| Permit and inspection fees. | |
| Demolition Permit: | |
| Commercial | \$530 |
| Residential | \$375 |
| | |
| Moving Permit: | |
| Portable structure | \$125 |
| Permanent structure Over 160 sq. ft. | \$160 |
| | |
| Road Closure/ROW obstruction | \$150 |
| Commercial reinspection Fees (per inspection) | \$150 |
| | |
| Residential reinspection fee (per inspection) | \$150 |

| Description | Amount of fee/Deposit |
|---|-----------------------|
| Floodplain Development Permits | |
| Single Family, community facility | \$150 |
| Multifamily, commercial, industrial | \$250 |
| | |
| Floodplain Development Permit Variance | \$150 |
| Original license | \$1,000.00 |
| Annual Renewal License | \$500.00 |
| Transfer of Mobile Home license fee. | \$500.00 |

| Description | Amount of fee/Deposit |
|-------------------------------------|---------------------------|
| Mobile Home Parks | |
| New Mobile Home Park Permit | \$500 plus \$25 per space |
| | |
| License | |
| Original license | \$1,000.00 |
| Annual Renewal License | \$500.00 |
| Transfer of Mobile Home license fee | \$500.00 |

| Description | Amount of fee/Deposit |
|---|-----------------------|
| Streets, rights-of-way and public property | |
| | |
| Work within the Right-of-Way Permit (driveway, sidewalks, culvert or drainage channel mod., etc.) | \$200 |
| | |
| Drainage permit fee | |
| Drainage permit | \$125 |

Business Regulations

Item 10G.

| Description | Amount of fee/Deposit |
|---|-------------------------------------|
| Taxicabs, Shuttles And Touring Vehicles | |
| License Fee – Annual license and inspection fee for taxicabs, shuttles, touring and alternative vehicles. | \$25.00 Per Vehicle |
| | \$12.00 Additional fee, per driver. |

| | |
|--------------------------------|---------|
| Short Term Rentals | |
| Short Term Rental Registration | \$25.00 |

| | |
|--|----------|
| Peddlers, Solicitors And Vendors | |
| 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 |
| 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 |

| | |
|---|-------|
| Mobile Food Court – Mobile Food Vendor | |
| Annual Mobile Food Vendor Permit | \$500 |
| Special Event Mobile Food Vendor Permit | |
| Per Permitted Special Event per Vendor | \$25 |

| | |
|---|--------|
| Coin-Operated Machines | |
| Occupation Tax – Charge for release of machine sealed for nonpayment. | \$5.00 |

| Description | Amount of fee/Deposit |
|---|-----------------------|
| Special Events Permits, Public Gatherings and Parades | |
| 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 |
| Re-inspection fee required for above-described items. | \$75.00 |

| | |
|-------------------------------------|--|
| Sexually Oriented Businesses | |
| Division 2. License – Fee | |

| | |
|---|-------------------|
| Initial Application | \$2,000.00 |
| Annual Fee | \$500.00 |
| Vehicle Towing | |
| 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

Item 10G.

| Description | Amount of fee/Dep |
|--|-----------------------|
| Emergency, Fire And Rescue Services | |
| Apparatus | Price per Hour |
| Class A engine | \$500 per unit |
| Aerial | \$500 per unit |
| Rescue (heavy) | \$600 per unit |
| Brush truck | \$400 per unit |
| Command car/truck | \$200 per unit |
| PPV fan | \$55 per unit |
| Generator, portable | \$55 per item |
| Generator | \$55 per item |
| Chain saw | \$45 per item |
| Portable pump | \$95 per item |
| Float pump | \$65 per item |

| Tool | Price |
|------------------------------|--------------------|
| Foam nozzle | \$55 per incident |
| Foam eductor | \$50 per incident |
| AFFF foam | \$40 per gallon |
| Class A foam | \$25 per gallon |
| Piercing nozzle | \$40 per incident |
| M/S fog nozzle | \$55 per incident |
| M/S straight bore nozzle | \$30 per incident |
| Salvage cover | \$28 per item |
| SCBA pack | \$85 per item |
| Hall runner | \$18 per incident |
| Portable tank | \$75 per incident |
| Water extinguisher | \$22 per incident |
| Dry chemical extinguisher | \$45 per incident |
| CO ₂ extinguisher | \$45 per incident |
| Scene lights | \$22 per item |
| Water vests | \$30 per item |
| Thermal imaging camera | \$75 per incident |
| Sawzall | \$55 per incident |
| Spreaders | \$250 per incident |
| Cutters | \$250 per incident |
| Rams | \$250 per incident |
| Air bags | \$250 per incident |
| K-12 saw | \$55 per incident |
| Target saw | \$55 per incident |
| Ajax tool | \$25 per incident |
| K-tool | \$25 per incident |
| Windshield tool | \$15 per incident |
| Rescue blanket | \$32 per item |
| Rope | \$25 per item |

| Supplies/Service | Price |
|----------------------|---------------|
| Absorbent | \$17 per bag |
| Absorbent booms | \$40 per item |
| Top sol | \$35 per item |
| Disposable coveralls | \$30 per item |
| Neoprene gloves | \$20 per item |
| Latex gloves | \$6 per item |
| Over boots | \$25 per item |

| | |
|---|--------------------------------|
| Disposable goggles | \$15 per item |
| Gas plug kit | \$50 per item |
| Plug and dike | \$65 per item |
| Drum liners | \$10 per item |
| Barricade tape | \$22 per item |
| Poly sheeting | \$55 per item |
| Removal of hazardous material | \$150 per incident |
| Disposal of hazardous material | \$150 per incident |
| Gas multimeter | \$65 per incident |
| CO ₂ meter | \$65 per incident |
| Microblaze | \$10 per quart/\$150 per 5 gal |
| Collision investigation fee. Charged in responses where no mitigation services, debris removal, or rescue services are performed. | \$275 |

| Description | Amount of fee/Deposit |
|---|-----------------------------|
| Fire Planning Review and Inspection | |
| Cancellation Fees | |
| Cancellation Fee | \$100 |
| License/Use Permits | |
| Fire Protection System Permit 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. | \$30 |
| 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 |
| High Pile Review with Hazmat | \$215 |

| High Pile Storage Permit | |
|----------------------------------|-------|
| Annual Fee for High Pile Storage | |
| 0-15,000 sq. feet | \$100 |
| 15,001-50,000 sq. feet | \$200 |
| > 50,001 sq. feet | \$300 |

| 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 |
| >30 Occupants | \$150 |

| Clean Agent Extinguishing System Inspection | |
|--|-------|
| 1-50 heads | \$145 |

| | |
|------------|---------------------------------|
| > 50 heads | \$145 + \$0.50 per head over 50 |
|------------|---------------------------------|

| Fire Alarm System or Fire Sprinkler System Inspection | |
|--|--------------------------------------|
| 1-10 devices | \$150 |
| 11-25 devices | \$200 |
| 26-100 devices | \$250 |
| 100-200 devices | \$300 |
| More than 200 devices | \$300 plus \$0.50 per device over 50 |

| Fire Final (Certificate of Occupancy) Inspection | |
|---|------------------------------|
| 0-10,000 sq ft | \$100 |
| > 10,000 sq. ft. | \$100 + \$1.00/SF over 1,000 |
| Fire Pump Test | \$315 |

| Generator Testing | |
|---|-------|
| <660 gallons of fuel | \$100 |
| >660 gallons of fuel | \$150 |
| Hospitals/Similar Occupancy Inspections | \$100 |
| Nursing Home/Occupancy Inspections | \$100 |

| Hydrant Flow Testing Reports | |
|--|--|
| Actual flow test performed | \$150 |
| Each additional hydrant | \$75 |
| Pulled from files | \$25 |
| Hydrostatic Tests | \$100 |
| Kitchen Extinguishing Hood System Test | \$100 |
| Miscellaneous Inspections | \$100 plus \$50/hour over 1 st hour |
| Mobile Food Vendor Inspection (LP Gas) Inspection of use, storage, handling and transportation | \$100 |

| Standpipe Flow Test – Requires Eng. Company | |
|--|-----------------------------------|
| 1 st building | \$600/building |
| Additional building | \$150 per additional building |
| State Licensed Occupancy Inspections Includes Labs, Clinics, Massage Therapy, Rehabilitation, Bonded Warehouses, Physical Therapy, or other similar | \$100 |
| Re-inspection Fee | \$125 plus \$65/hour over 2 hours |

| Site/Plan Reviews | |
|--|-------|
| Access Control & Egress Impact Systems Review (per system submitted) | \$125 |
| Dry/Wet Chemical & Clean Agent System Review (per system submitted) | \$125 |

| | |
|--|--|
| 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. | |
| 1-10 devices/heads | \$50 |
| 11-25 devices/heads | \$100 |
| 26-100 devices/heads | \$150 |
| 100-200 devices/heads | \$200 |

| | |
|-----------------------------|-------|
| More than 200 devices/heads | \$250 |
|-----------------------------|-------|

| | |
|---|-----------------------------|
| Charge for drawings to a scale other than 1/8"=1' | \$10 per sheet |
| Standpipe Systems Review (per system submitted) | \$150 |
| Site Plan Review | \$150 |
| Building Permit Review | \$100 plus \$0.10 per SF |
| Miscellaneous Plan Review | \$150 |
| Preliminary Design/Review Fee 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. | \$100/hour (1 hour minimum) |

| | |
|---|-------|
| Special Events (Fire Related) | |
| Burn Permit (Special Event) | \$100 |
| Carnival/Circus Operational Permit Permit required for outdoor events with expected attendance of > 75 people with some exceptions granted | \$200 |

| | |
|---|-------------------------|
| Festival/Fair Operational Permit | |
| 49 – 499 Expected Attendees | \$150 |
| >500 Expected Attendees | \$300 |
| Fire Watch (Stand By for Special Events) | \$100/hour (2 hour min) |
| Fireworks/Pyrotechnics Fee includes plan review, license review, and site inspection | \$200 |
| Public Assembly Permit Annual permit requirement for nightclubs | \$150 |
| Re-inspection Fee for Special Events Fee is charged for inspector to revisit a special event site due to safety findings in initial inspection | \$16 |
| Special Effects | \$100 |

| | |
|--|-----------------------------------|
| Special Event Permit Revision Fee Fee is charged for a re-review of site plan changes for a special event | \$75 |
| Stand By Type VII Fire Apparatus This is for a six wheeler ATV with 2 firefighters | \$150 per hr. (2 hour minimum) |
| Stand By Type VI Fire Apparatus This is for a Brush Truck with 2 firefighters | \$200 per hr. (2 hour minimum) |
| Standby Fire Apparatus (Engine Company) This is for a Fire Engine with 4 firefighters | \$300 per hr. (2 hour minimum) |
| Temporary Change of Use Permit Permit issued for hosting public events of > 50 people in a non-public event structure | \$150 |
| Temporary Helistop Permit Permit is required to ensure temporary helistop is in compliance with adopted Fire Code and applicable NFPA standards | \$150 |
| Temporary Occupancy Load Adjustment | \$100 |
| Tents/Temporary Membrane Structure Permit 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 | \$100 |
| Theatrical Performance w/ Open Flame Performances with open flames | \$100 |
| Trade Show/Exhibit Permit | \$100 |

| | |
|---|------|
| Permit required for all events classified as trade shows, exhibits, or garden shows | |
| Trade Show/Exhibit Additional Floor Plan Review | \$50 |

Item 10G.

Municipal Court

Item 10G.

| Description | Amount of fee/Dep |
|---|-------------------|
| Municipal Court – General Provisions | |
| Jurors – Jury fee. Jury fee for defendant convicted after requesting jury trial | \$5 |
| Fee for person requesting driving safety course. | \$10 |
| Municipal Court – Building Security Fund | |
| Assessment of fee – Security fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court. | \$4.90 |
| Technology Fund | |
| Assessment of fee – Technology fee for defendants convicted of a misdemeanor offense in the municipal court. | \$4 |
| Juvenile Case Manager Fund | |
| Assessment of fee – Juvenile case manager fee for defendants convicted of a fine-only misdemeanor offense (except for parking citations) in municipal court. | \$5 |
| Municipal Jury Fund | |
| Assessment of fee – Municipal Jury fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court. | \$0.10 |

Offenses and Nuisances

| Description | Amount of fee/Deposit |
|---|-----------------------|
| Abandoned And Junked Vehicles | |
| Fee to accompany report of garage keeper to police department | \$25 |

Traffic and Vehicles

| Description | Amount of fee/Deposit |
|--|------------------------------|
| Golf Carts | |
| Registration Annually | \$20/Initial \$10 Renewal |
| Dockless vehicle for hire permit agreements | |
| Annual Business Permit (non-refundable) | \$500 |
| Annual Fee for each Dockless vehicle | \$50/each |
| Dockless vehicle operations | |
| Fee for return of impounded vehicle | \$50/each |

Utilities

Water and Wastewater Rates and Charges

| Description | Amount of fee/Dep |
|----------------------------------|-------------------|
| Wastewater service charge | |

| | |
|---|--|
| (a) These rates are applicable to all residential, multifamily, commercial and commercial multi-unit retail wastewater customers within the corporate limits of the city who have metered water connections and to whom city wastewater service has actually been connected, except for customers who have a city-approved, on-site sewer system, septic system or other on-site wastewater system, and have not connected to the city's wastewater system, or customers who have a water meter for irrigation use only, as long as the irrigation meter does not provide water to plumbing fixtures. | |
| Minimum charge* | \$46.97 |
| Plus the following charges for consumption per 1,000 gallons | |
| 0–5,000 gallons | \$2.45 |
| 5,001–10,000 gallons | \$2.77 |
| 10,001–20,000 gallons | \$2.95 |
| 20,001–50,000 gallons | \$3.18 |
| Over 50,000 gallons | \$3.47 |
| *Senior Income Based Housing with individual separate meters shall receive a 75% discount of the minimum charge. | |
| (b) Wholesale Wastewater: The following rates are applicable to all wholesale wastewater customers within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered wastewater connections and whom have executed a wholesale wastewater agreement with the city: | |
| Monthly Fixed Charged | |
| Customer charge... | \$175 per wholesale meter |
| Plus the following charges per 1,000 gallons of metered contributed flow | |
| Volumetric Charge per 1,000 gallons... | \$5.18 per 1,000 gallons of metered flow contributed |

| Description | Amount of fee/Deposit |
|--|-----------------------|
| Sewer connection and tapping fees | |
| 4-inch connection | \$300 |
| 6-inch connection or larger | Cost plus 25% |

| Description | Amount of fee/Deposit |
|---|-----------------------|
| Water service charges | |
| (a) Retail Water: The following rates will be applicable to retail sales or service of water within the corporate limits of the city. | |
| (1) Residential – In city limits | |
| Meter Size | Minimum Charge |
| ¾-inch (or smaller) | \$32.72 |
| 1-inch | \$62.87 |
| 1 ½-inch | \$128.32 |
| 2-inch | \$207.08 |
| 3-inch | \$377.20 |
| 4-inch | \$628.67 |
| 6-inch | \$1,257.33 |

| | |
|--|--------|
| Plus the following charges for consumption per 1,000 gallons | |
| 0–3,000 gallons | \$2.85 |
| 3,001–5,000 gallons | \$3.04 |
| 5,001–10,000 gallons | \$3.22 |
| 10,001–20,000 gallons | \$3.42 |
| 20,001–50,000 gallons | \$3.69 |
| Over 50,000 gallons | \$3.87 |

| Commercial – In city limits. | |
|-------------------------------------|----------------|
| Meter Size | Minimum Charge |

| | |
|---------------------|------------|
| ¾-inch (or smaller) | \$32.72 |
| 1-inch | \$62.87 |
| 1 ½-inch | \$128.32 |
| 2-inch | \$207.08 |
| 3-inch | \$377.20 |
| 4-inch | \$628.67 |
| 6-inch | \$1,257.33 |

| | |
|--|--------|
| Plus the following charges for consumption per \$1,000 gallons | |
| 0–3,000 gallons | \$2.85 |
| 3,001–5,000 gallons | \$3.04 |
| 5,001–10,000 gallons | \$3.22 |
| 10,001–20,000 gallons | \$3.42 |
| 20,001–50,000 gallons | \$3.69 |
| Over 50,000 gallons | \$3.87 |

| | |
|--|-----------------------|
| (2) Residential and Commercial – Outside city limits. | |
| Meter Size | Minimum Charge |
| ¾-inch (or smaller) | \$56.45 |
| 1-inch | \$94.05 |
| 1 ½-inch | \$192.48 |
| 2-inch | \$310.62 |
| 3-inch | \$565.80 |
| 4-inch | \$943.00 |
| 6-inch | \$1,885.99 |

| | |
|--|--------|
| Plus the following charges for consumption per 1,000 gallons | |
| 0–3,000 gallons | \$4.12 |
| 3,001–5,000 gallons | \$4.42 |
| 5,001–10,000 gallons | \$4.70 |
| 10,001–20,000 gallons | \$4.98 |
| 20,001–50,000 gallons | \$5.39 |
| Over 50,000 gallons | \$5.66 |

(b) Wholesale Water: The following rates are applicable to wholesale sales of water within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered water connections and whom have executed a wholesale water agreement with the city.

| | |
|--|--|
| Monthly Fixed Charge | |
| Source Cost.... | \$45,000.00 per MGD subscribed capacity |
| Transmission Cost.... | \$4,977.71 per MGD subscribed capacity |
| Customer Charge.... | \$1.75 per wholesale meter |
| Plus the following charges for consumption per 1,000 gallons | |
| Volumetric Charge per 1,000 gallons.... | \$2.24 per 1,000 gallons of actual consumption |

| Description | Amount of fee/Deposit |
|--|-----------------------|
| Water connection and tapping fees | |
| (a) Inside city limits. | |
| ¾-inch | \$300 |
| 1-inch | \$400 |
| 1 ½-inch | \$800 |
| 2-inch | \$1,950 |

| | |
|---|---------|
| 3-inch | \$2,450 |
| 4-inch | \$3,450 |
| All service connections larger than 4-inch and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent. | |

| | |
|---|---------|
| (b) Outside city limits. | |
| ¾-inch | \$400 |
| 1-inch | \$500 |
| 1 ½-inch | \$900 |
| 2-inch | \$2,050 |
| 3-inch | \$2,550 |
| 4-inch | \$3,550 |
| All service connections larger than 4-inch and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent. | |

| | |
|--|------|
| Disconnect and reconnect fees for delinquent accounts. | |
| Disconnect fee and reconnect fee | |
| Disconnect fee | \$50 |
| Reconnect fee | \$50 |
| After hours reconnection fee | \$75 |
| Returned check fee. Applicable amount determined by the district attorney plus any charges assessed against the city by an financial institution for each payment instrument dishonored or returned to the city by the customers bank financial institution. | |
| Administration fee for all utility transfer requests | \$20 |

| | |
|---|-------|
| Billing; discontinuance of service | |
| Reset fee | \$100 |

| | |
|------------------|------|
| Deposit | |
| Customer Deposit | \$75 |

| | |
|---|--------|
| Bulk water sales | |
| Bulk metering and meter deposit | |
| Minimum deposit per bulk meter requested | \$500 |
| Sales for small quantities and short durations | |
| Small quantity/short duration purchase of bulk water per one thousand (1,000) gallons or a fraction thereof | \$5.00 |

| Description | Amount of fee/Deposit |
|--|-----------------------|
| Acceptance and treatment of wastes from on-site sewage facilities or septic systems | |
| Annual license fees | |
| Vehicles, Transports or Tanks Capable of Containing | Fee |
| From 0 to 500 gallons | \$75 |
| From 501 to 1,500 gallons | \$125 |
| From 1,501 to 2,500 gallons | \$150 |
| From 2,501 to 3,500 gallons | \$175 |
| From 3,501 and greater | \$250 |

| | |
|---|--------------|
| Wastewater treatment plant septic unloading fees | |
| Gallons | Rates |
| 0 – 1,000 | \$64.69 |
| 1,001 – 1,500 | \$97.03 |
| 1,501 – 2,000 | \$129.38 |
| 2,001 – 2,500 | \$161.73 |

| | |
|----------------|----------|
| 2,501 – 3,000 | \$194.06 |
| 3,001 – 3,500 | \$226.41 |
| 3,501 – 4,000 | \$258.76 |
| 4,001 – 4,500 | \$291.10 |
| 4,501 – 5,000 | \$323.44 |
| 5,001 – 5,500 | \$355.79 |
| 5,500 – 6,000 | \$388.14 |
| 6,001 – 6,500 | \$420.48 |
| 6,501 – 7,000 | \$452.81 |
| 7,001 – 7,500 | \$485.17 |
| 7,501 – 8,000 | \$517.51 |
| 8,001 – 8,500 | \$549.84 |
| 8,501 – 9,000 | \$582.20 |
| 9,001 – 9,500 | \$614.54 |
| 9,501 – 10,000 | \$646.89 |

| | |
|---|-------|
| On-site Sewage Facilities | |
| 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 |

| | |
|---|----------|
| Creation of Water Districts | |
| Filing Fee for application to create Water Control District or Municipal Utility District | \$10,000 |

| Description | Amount of fee/Deposit |
|--|---|
| Electrical Service | |
| Residential Service – Monthly rate schedule | |
| Monthly customer charge | \$10.00 |
| Wires charge | \$0.0328 per KWH |
| Generation charge | This rate may vary from month to month, is set by the city’s wholesale power provider, and is passed directly through to the customer. ** |
| Customer Deposit | \$200 |

| | |
|---|------|
| Disconnect fees and reconnect fees | |
| Disconnect fee | \$50 |
| Reconnect fee | \$50 |
| After hours reconnection fee | \$75 |

| | |
|-------------------------------|------|
| Relocation of service. | |
| Transfer fee, per meter | \$20 |

| | |
|---|-------|
| Temporary service - Nonrefundable charge | |
| New Temporary service single-phase connection | \$50 |
| New three-phase connection, if available | \$100 |

| Security lights | |
|---|---------|
| Installation charge and flat monthly rate | |
| 100-watt hps bulb – Installation | \$70 |
| 100-watt hps bulb – Monthly rate | \$6.35 |
| 250-watt hps bulb – Installation | \$185 |
| 250-watt hps bulb – Monthly rate | \$12.50 |
| 400-watt hps bulb – Installation | \$215 |
| 400-watt hps bulb – Monthly rate | \$18.00 |

| Line extension fee | |
|--|-------|
| Minimum charge per extension of new service line | \$300 |
| Returned check(s) charge | \$30 |

| Description | Amount of fee/Deposit |
|---|---|
| Commercial service – Monthly rate schedule | |
| Monthly customer charge | \$16.00 |
| Wire charge | \$0.0326 per KWH |
| Generation charge | This rate may vary from month to month, is set by the city’s wholesale power provider, and is passed directly through to the customer. ** |

| Disconnect fees and Reconnect fees | |
|---|------|
| Disconnect fee | \$50 |
| Reconnect fee | \$50 |
| After hours reconnection fee | \$75 |

| Relocation of service. | |
|-------------------------------|------|
| Transfer fee, per meter | \$20 |

| Temporary service. Nonrefundable charge. | |
|---|-------|
| New Temporary service single-phase connection | \$50 |
| New three-phase connection, if available | \$100 |

| Security Lights | |
|--|---------|
| Installation charge and flat monthly rate | |
| 100-watt hps bulb – Installation | \$70 |
| 100-watt hps bulb – Monthly rate | \$6.35 |
| 250-watt hps bulb – Installation | \$185 |
| 250-watt hps bulb – Monthly rate | \$12.50 |
| 400-watt hps bulb – Installation | \$215 |
| 400-watt hps bulb – Monthly rate | \$18.00 |
| | |
| Line extension fee | |
| Minimum charge per extension of new service line | \$300 |
| | |
| Returned check(s) charge | \$30 |

| Description | Amount of fee/Deposit |
|-------------------------------------|------------------------------|
| Key accounts – rate schedule | |
| Monthly customer charge | \$16.00 |

| | |
|-------------------|---|
| Wire charge | \$0.0318 per KWH |
| Generation charge | This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. ** |

| | |
|---|-------|
| Disconnect fees and Reconnect fees | |
| Disconnect fee | \$50 |
| Reconnect fee | \$50 |
| After hours reconnection fee | \$75 |
| Relocation of service. | |
| Transfer fee, per meter | \$20 |
| Temporary service. Nonrefundable charge. | |
| New Temporary service single-phase connection | \$50 |
| New three-phase connection, if available | \$100 |

| | |
|--|---------|
| Security Lights | |
| Installation charge and flat monthly rate | |
| 100-watt hps bulb – Installation | \$70 |
| 100-watt hps bulb – Monthly rate | \$6.35 |
| 250-watt hps bulb – Installation | \$185 |
| 250-watt hps bulb – Monthly rate | \$12.50 |
| 400-watt hps bulb – Installation | \$215 |
| 400-watt hps bulb – Monthly rate | \$18.00 |
| Line extension fee | |
| Minimum charge per extension of new service line | \$300 |
| Returned check(s) charge | |
| | \$25 |

| Description | Amount of fee/Deposit |
|---------------------------------|---|
| Municipal electric rates | |
| Rate schedule | |
| Wires charge | \$0.0048 per KWH |
| Generation charge | This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. ** |

| | |
|--|-------|
| Billing and terms of service | |
| Theft of service – Service fee or reconnect fee | |
| Within city limits – during regular working hours | \$25 |
| Within city limits – after-hours calls | \$40 |
| Outside city limits – during regular working hours | |
| Outside city limits – after-hours calls | \$50 |
| Reset fee | |
| | \$100 |

** Generation charge is equal to the amount per KWH that is calculated monthly to reflect the amounts charged the city by its power provider that is not covered in the monthly customer and wires charges listed in this fee schedule. This calculation will be made by the city on an ongoing basis, from month to month, and the generation charge passed through to the consumer will be based on the city's cost. Generation charge is equal to the total charges billed by the city's wholesale power provider divided by the total KWH measured/metered by all customers except "key account customers" for the ensuing month times the electric consumption for each customer. (Ordinance 2005-46 adopted 12/13/05)

Solid Waste and Recycling

| Description | Amount of fee/Deposit |
|--|-----------------------|
| Residential Solid Waste | |
| Amount of service charges | |
| Residential Service monthly charge | \$18.50 |
| Residential Additional Cart monthly charge | \$10.50 |
| Residential Additional Recycling Cart monthly charge | \$10.50 |

| Description | Amount of fee/Deposit |
|--|-----------------------|
| Commercial Solid Waste | |
| Texas Disposal Systems directly invoices Commercial Customers for the following services: | |

| Commercial Solid Waste Dumpster Services | | | | | | | |
|--|----------------------------------|----------|----------|----------|----------|----------|--------------|
| Container Size | Weekly Collection Frequency (*1) | | | | | | Extra Pickup |
| | 1 | 2 | 3 | 4 | 5 | 6 | |
| 96-Gallon Cart | \$39.00 | N/A | N/A | N/A | N/A | N/A | \$75.00 |
| 2 CY Dumpster | \$95.00 | \$166.00 | \$222.00 | \$356.00 | \$465.00 | \$580.00 | \$95.00 |
| 3 CY Dumpster | \$109.00 | \$191.00 | \$262.00 | \$399.00 | \$495.00 | \$599.00 | \$105.00 |
| 4 CY Dumpster | \$122.00 | \$215.00 | \$298.00 | \$425.00 | \$515.00 | \$601.00 | \$110.00 |
| 6 CY Dumpster | \$149.00 | \$264.00 | \$365.00 | \$456.00 | \$537.00 | \$611.00 | \$120.00 |
| 8 CY Dumpster | \$176.00 | \$311.00 | \$432.00 | \$540.00 | \$636.00 | \$722.00 | \$130.00 |
| 10 CY Dumpster | \$211.00 | \$325.00 | \$449.00 | \$574.00 | \$699.00 | \$795.00 | \$160.00 |

*1. These container sizes are exclusive only for Commercial Service Units. Temporary service for Residential Service Units is a non-exclusive service. Proposed fees for non-exclusive service represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.

| Description | Amount of fee/Deposit |
|---|---|
| Commercial Solid Waste | |
| Additional Fee Commercial Services | |
| Lock | \$15.00 per month |
| Set of Casters | \$15.00 per month |
| Opening and Closing of Enclosures | No Charge |
| Excessive Maintenance | \$125.00 per swap more than 1X per year |

Temporary Refuse Roll-off Services (Maximum allowable fee)

| Roll-off Type and Size | Container Rental Fee ¹ (Per Day) | Initial Delivery Fee (One-time) | Collection Fee (Per Pull) | Disposal Fee ² (Per Ton) | Processing Fee ³ (Per Ton) |
|------------------------|---|---------------------------------|---------------------------|-------------------------------------|---------------------------------------|
| 10 CY Roll-off | \$5.00 | \$225.00 | \$460.00 | \$60.00 | \$60.00 |
| 15 CY Roll-off | \$5.00 | \$225.00 | \$460.00 | \$60.00 | \$60.00 |
| 20 CY Roll-off | \$5.00 | \$225.00 | \$460.00 | \$60.00 | \$60.00 |

| | | | | | | | |
|----------------|--------|----------|----------|--|---------|---------|-----------|
| 30 CY Roll-off | \$5.00 | \$225.00 | \$460.00 | | \$60.00 | \$60.00 | Item 10G. |
| 40 CY Roll-off | \$5.00 | \$225.00 | \$460.00 | | \$60.00 | \$60.00 | |

1. Container rental fee does not apply for the first 14 calendar days of service.
 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.
- *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 | \$5.00 | N/A | \$460.00 | | \$60.00 | N/A |
| 15 CY Roll-off | \$5.00 | N/A | \$460.00 | | \$60.00 | N/A |
| 20 CY Roll-off | \$5.00 | N/A | \$460.00 | | \$60.00 | N/A |
| 30 CY Roll-off | \$5.00 | N/A | \$460.00 | | \$60.00 | N/A |
| 40 CY Roll-off | \$5.00 | N/A | \$460.00 | | \$60.00 | N/A |
| 25 CY Roll-off Compactor | TBD ⁴ | \$455.00 | \$490.00 | | \$60.00 | N/A |
| 30 CY Roll-off Compactor | TBD ⁴ | \$475.00 | \$500.00 | | \$60.00 | N/A |
| 40 CY Roll-off Compactor | TBD ⁴ | \$500.00 | \$470.00 | | \$60.00 | N/A |

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 bill.
3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location.
4. Rental fees are dependent on specific equipment and configurations.

Tonnage must be reported to the customer as part of the customer's 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.

Commercial Recycling Services

| Container Size | Weekly Collection Frequency | |
|------------------|-----------------------------|----------|
| | EOW | 1 |
| 96 - Gallon Cart | \$33.00 | \$44.00 |
| 2 CY Dumpster | N/A | \$101.00 |
| 3 CY Dumpster | N/A | \$113.00 |
| 4 CY Dumpster | N/A | \$125.00 |
| 6 CY Dumpster | N/A | \$149.00 |
| 8 CY Dumpster | N/A | \$171.00 |

2nd and subsequent cart for EOW service \$15

2nd and subsequent cart for EOW service \$20

Utility Fees and Deposits

| Description | Amount of fee/Dep |
|--|--|
| Utility Fees and Deposits | |
| Return Trip – Failure to have presence of responsible person for connection | \$25 |
| Credit Check | Actual Cost |
| Residential Electric Deposit | \$200 |
| Residential Water Deposit | \$75 |
| Commercial Deposit | Twelve (12) months avg x two (2), plus fifteen (15)% |
| <i>Temporary Deposit follows same rules for Residential and commercial above</i> | |
| Temporary Services – nonrefundable fee | \$50 |
| Solid Waste Deposit | \$50 |
| Deferred Payment Plan – Administration Fee | \$25 |
| 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 |
| Meter Testing Fee – unless City initiated | Actual cost + \$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 |
| Reclaimed Water for Irrigation – per 1,000 gallons | \$5, Minimum \$5 |
| 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 |
| Description | Amount of fee/Dep |
| Attachments to Utility Facilities Fees and Charges | |
| Pre-Permit Survey Fee | \$50 per hour |
| Make-Ready Charges | \$50 per hour |
| Annual Pole Attachment Fee | \$10 per pole |
| Annual Conduit Attachment Fee | \$2.50 per linear foot |
| Inspection Fee | \$50 per hour |
| Unauthorized Attachment Penalty Fee | \$30 per occurrence |
| Failure to Tag Penalty | \$5 per occurrence |

BASTROP BUILDING BLOCK (B³) CODE

| Description | Amount of fee/Dep |
|---|--|
| 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 |
| Warrant Determination | \$60 |
| Misc Plan Review | 50% of original review fee |
| 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 minimum + all professional fees* |
| Single Improvement Public Improvement Plan Review | \$1,345 |
| Public Improvement Plan Amendment Review | \$1,345 |
| Public Improvement Inspections – First 100 acres | \$1500 per acre |
| Public Improvement Inspections – Next 150 acres | \$750 per acre |
| Public Improvement Inspections – All additional acres over 250 acres | \$325 per acre |
| Erosion and Sedimentation Controls | \$1.00 per linear foot |
| Public Infrastructure | \$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.) |
| Public Improvement Reinspection Fee | \$150.00 per hour |
| *Public Improvement Inspection Fee Credit: If the City determines that there has been an overpayment of total inspection fees paid in connection with a particular development application for a project, such that the total Inspection Fees paid exceeds the actual cost incurred by the City for completing the inspections for that particular application, then the City will retain and apply such excess amount as a credit toward any applicable Inspection Fees owed to the City for future development applications in the series of applications for the same project. | |
| 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 |

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|--|------------------------------------|
| 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 |

| | |
|---------------------------------|-----------------------|
| Development Fees In Lieu | |
| Tree Mitigation | \$600 per 4 inch tree |
| Sidewalk | \$14 per square foot |
| Trail | \$14 per square foot |

| | |
|---|------------------|
| Parkland Dedication | |
| Less than 4 dwelling units or less than 4 multi-family units per building | \$500 per DU/MFU |
| 4 or more dwelling units or multi-family units per building | \$400 per DU/MFU |
| Park Enrichment Fee | \$250 per DU/MFU |

| | |
|---|-----------------------------|
| Site Development | |
| Site Development Plan Review (plus 5% administration fee) | \$1706 + \$125 per acre |
| Site Development Plan Amendment Review | \$531 |
| Site Development Inspections | \$500 |
| Work without Approved Plan | \$500 per violation per day |

| | |
|---|---------------------------------------|
| 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 | |
| Zoning Concept Scheme Review (greater than or equal to 3.4 acres) (plus 5% administration fee) | \$3,006 + \$200 per acre (rounded up) |
| Zoning Concept Scheme Review (less than 3.4 acres) | \$1,581 |

| | |
|--|---------------------------------------|
| Planned Development Zoning Amendment Review (plus 5% administration fee) | \$9,006 + \$200 per acre (rounded up) |
|--|---------------------------------------|

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|--|----------------------------------|
| 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 |
| Zoning Violation | \$500 per violation per day |

| Signs | |
|--|---|
| Off-Premises 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 | \$60 |
| 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 | \$60 |
| Sidewalk Sign | \$60 |
| Master Sign Plan Review | \$531 |
| Administrative Sign Variance Review | \$1,056 |
| ZBA Sign Variance Review | \$3,681 |
| Work without Permit | 100% the fee per sign type |

| Historic Preservation | |
|---|-----------------------------|
| Certificate of Appropriateness | \$58.50 |
| Certificate of Appropriateness - Demolition or Relocation | \$111 |
| Work without Certificate of Appropriateness | \$500 per violation per day |

*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

CEMETERIES

| Description | Amount of fee/Dep |
|---|-------------------|
| Fairview Cemetery | |
| Cost of one (1) plot – Resident of the City of Bastrop | \$2,500 |
| Cost of one (1) plot – Non-Resident of the City of Bastrop | \$5,000 |
| Cost of one (1) columbarium niche – Resident of the City of Bastrop | \$1,750 |

| | |
|---|---------|
| Cost of one (1) columbarium niche – Non-Resident of the City of Bastrop | \$2,000 |
| 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 |

| | |
|---------------------------------------|--------------|
| Burial Open/Close fees | |
| Adult burial | \$1,520 |
| Double depth burial | \$1,820 |
| Infant/cremations burial | \$1,160 |
| Weekend surcharge | \$125 |
| Holiday surcharge | \$600 |
| Disinterment/Re-interment | \$1,450 each |
| Liners | \$750 |
| Setup fee | \$640 |
| Updated: Ordinance 2025-06 02/25/2025 | |



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the first reading of Ordinance No. 2025-18, adopting a local property tax exemption for qualifying child-care facilities, as defined by Texas Tax Code 11.36, and amending Chapter 11 “Taxation” of the Code of Ordinances of the City of Bastrop, Texas by adding Article 11.05 “Child-care Facility Exemption”; move to include on the March 11, 2025, consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

On November 7, 2023, Texas voters approved an amendment to the Texas Constitution which authorized cities and counties to provide an exemption from ad valorem property taxation of 50 to 100 percent of the appraised value of all or a portion of real property used to operate a qualifying childcare facility. This exemption is in Texas Tax Code Section 11.36, passed during the 88th Texas Legislature regular session.

This proposed ordinance adopts an exemption of fifty percent (50%) of the appraised value of all or a portion of real property used to operate a qualifying childcare facility, starting in the 2025 tax year. Once Council adopts this ordinance, the person claiming the exemption must apply to the applicable appraisal district in which the property is located to receive the childcare facility tax exemption. The law requires the property owner to ensure that the rent charged reflects the tax reduction, which can be passed through a monthly or an annual rent credit.

To qualify, a childcare facility must be licensed by the Health and Human Service Commission, the owner or operator must participate in the Texas Workforce Commission (TWC)’s Texas Rising Star Program, and at least 20 percent (20%) of the total number of children enrolled at the facility must be subsidized by TWC’s childcare services program.

The following cities and counties have passed this same exemption: San Marcos, Kyle, Hays County, San Antonio, Bexar County, McKinney, Fort Worth, Tarrant County, Harris County, Houston, Austin, Denton, El Paso County, and Aransas County.

If approved, city staff would provide information and instructional guidance to childcare providers interested in applying for the exemption by working collaboratively with the Bastrop County Appraisal District. The Texas Comptroller’s Form 50-844 will be the required application to apply for this exemption and must be submitted to the appropriate appraisal district by April 2025 to be eligible for 2025 tax savings.

City Council received an informational presentation on this matter during the FY 2025 budget workshop and during a previous City Manager update.

FISCAL IMPACT:

Home-based and non-profit providers are not eligible for the exemption. The City of Bastrop currently has five (5) eligible child-care facilities that are members of the Texas Workforce Commission Texas Rising Star program. The fiscal impact is already allocated in the FY 2025 budget as adopted.

RECOMMENDATION:

Approve Ordinance 2025-18 amending the Code of Ordinances and advance the item to a second reading at a future City Council meeting.

ATTACHMENTS:

1. Ordinance 2025-18
2. Attachment A – 11.05 Child-care Tax Exemption

ORDINANCE NO. 2025-18

ADOPTING A LOCAL PROPERTY TAX EXEMPTION FOR QUALIFYING CHILD-CARE FACILITIES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, ADOPTING A LOCAL PROPERTY TAX EXEMPTION FOR QUALIFYING CHILD-CARE FACILITIES, AS DEFINED BY TEXAS TAX CODE 11.36, AND AMENDING CHAPTER 11 “TAXATION” OF THE CODE OF ORDINANCES OF THE CITY OF BASTROP, TEXAS BY ADDING ARTICLE 11.05 “CHILD-CARE FACILITY EXEMPTION”; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas; and

WHEREAS, the City is authorized by Senate Bill 1145 of the 88th Texas Legislature adopted in Chapter 11, Section 11.36 of the Texas Tax Code, to adopt a local property tax exemption for qualified child-care facilities, as defined under the Texas Tax Code; and

WHEREAS, Section 11.369(c) of the Texas Tax Code authorizes the governing body of a municipality to adopt an exemption from taxation as a percentage of the appraised value of a qualifying child-care facility, as defined under Texas Tax Code; and

WHEREAS, the City Council of the City hereby desires to adopt a fifty percent (50%) tax exemption of the appraised value of real property used for qualifying child-care facilities, as defined under the Texas Tax Code, beginning with the 2025 tax year; and

WHEREAS, The City’s Code of Ordinance Chapter 1, General Provisions, Article 1.20 Uniformity of Requirements was established to provide a framework within which property owners and the City can determine what projects have obtained Grandfathered Development

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. Findings of Fact. The facts and recitations set forth in the preamble of

this Ordinance are hereby found to be true and correct.

Section 2. Adoption of Exemption. The City Council here by adopts the exemption, as authorized and described in Texas Tax Code Section 11.36, of 50% of the City’s ad valorem property taxes for real property used for qualifying child-care facilities, as defined therein.

Section 3. Enactment. Chapter 11, “Taxation” of the City of Bastrop Code of Ordinances is hereby amended so to add Article 11.05 in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

Section 4. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. Passage. Pursuant to Section 3.12 of the City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.

Section 6. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 7. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 8. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas, except that the exemption adopted by this Ordinance applies to the tax year beginning January 1, 2025.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of

Bastrop, on this, the 25th day of February 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 11th day of March 2025.

APPROVED:

by: _____
John Kirkland, Mayor Pro-Tem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

ATTACHMENT A

- CODE OF ORDINANCES
Chapter 11 - TAXATION
Article 11.05 CHILD-CARE FACILITY EXEMPTION

Article 11.05 CHILD-CARE FACILITY EXEMPTION

Sec. 11.05.001 Tax exemption for child-care facilities.

Upon compliance with all requirements of any applicable laws and regulations of the state and the city, including but not limited to the V.T.C.A, Tax Code § 11.36, and subject to the limitations and regulations therein, fifty (50) percent of the appraised value of:

- (i) Real property a person owns and operates as a qualifying child-care facility, or
- (ii) The portion of the real property that a person owns and leases to a person who uses the property as a qualifying child-care facility, for the tax year 2025, and for each year thereafter, shall be exempt from ad valorem taxes levied by the city.



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the first reading of Ordinance No. 2025-17, amending Code of Ordinances Chapter 2 “Animal Control”, Article 2.02 “Vaccination and Licensing of Dogs and Cats” and Article 2.04 “Impoundment”, removing Section 2.02.004 “License Tag and Collar.”; amending Section 2.02.008 “Licensing and Fees” to “Pet Registration Requirement” and removing subsection (a)-(c); removing Section 2.04.006 “Confinement of Female Dogs and Cats during estrus”; move to include on the March 11, 2025, consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Robert McBain, Animal Control/Code Compliance

BACKGROUND/HISTORY:

In 2005 the City of Bastrop adopted Article 2.02 Vaccination and Licensing of Dogs and Cats. The purpose of this ordinance was to assist the city in locating the owners of lost pets to keep them from going to the dog pound and being euthanized. In 2008 there was an amendment to section 2.02.008 Licensing and fees which created a fee structure that was designed to promote animals being spayed and neutered. Since this ordinance was enacted in 2005, the technology has advanced significantly with Microchips. Microchips are now readily available at the veterinary clinics, animal shelters and Save an Angel where pet owners can have the microchips implanted in their pets. Also, with the microchip there is a tag included that goes on the pets collar that includes the microchip number and manufacturer company which allows anyone to call and reunite the animal with its owner. This modern approach offers a more reliable method of reuniting lost pets with their owners.

There are many options for the citizens to get their pet implanted with a microchip with various prices located in Bastrop such as all veterinarian clinics, Bastrop Animal Shelter and Save an Angel.

PROPOSED CHANGE:

The proposed change is to simplify the ordinance by removing Section 2.02.004 Licensing tag and collar and Section 2.04.006 Confinement of female dogs and cats during estrus. With this change we are also amending Section 2.02.008 Licensing and Fees to reflect the following:

Sec. 2.02.008 Pet Registration Requirement

In accordance with the city ordinance, all residents of the city are required to have their dog(s) and cat(s), aged four months and older, implanted with a microchip. The microchip must be registered with the owner’s current information. For newly acquired pets owners must ensure their dog(s) and cat(s) are microchipped within 30 days of ownership or 30 days of locating to the city.

This change will allow the funds and time spent for citizens on registering and paying the registering fees to obtain a microchip for their pets which will assist in reuniting the pet with their owner. Instead of focusing on registering the pets, city staff will now have the time to educate the pet owner of the necessity of microchipping their pet and other requirements of animal control.

FISCAL IMPACT:

None.

RECOMMENDATION:

Consider and act on approving Ordinance 2025-17 amending the Code of Ordinances Chapter 2 "Animal Control", Article 2.02 "Vaccination and Licensing of Dogs and Cats" and Article 2.04 "Impoundment", removing Section 2.02.004 "License Tag and Collar."; amending Section 2.02.008 "Licensing and Fees" to "Pet Registration Requirement" and removing subsection (a)-(c); removing Section 2.04.006 "Confinement of Female Dogs and Cats during estrus as presented.

ATTACHMENTS:

1. Existing Ordinance
2. Ordinance 2025-17

ORDINANCE NO. 2025-17

AMENDING CHAPTER 2 ANIMAL CONTROL LICENSE REQUIREMENTS

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 2 “ANIMAL CONTROL”, ARTICLE 2.02 “VACCINATION AND LICENSING OF DOGS AND CATS” AND ARTICLE 2.04 “IMPOUNDMENT”, REMOVING SECTION 2.02.004 “LICENSE TAG AND COLLAR.”; AMENDING SECTION 2.02.008 “LICENSING AND FEES” TO “PET REGISTRATION REQUIREMENT” AND REMOVING SUBSECTION (A)-(C); REMOVING SECTION 2.04.006 “CONFINEMENT OF FEMALE DOGS AND CATS DURING ESTRUS”; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

- WHEREAS**, the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas hereby seeks to promote animal welfare, safety, and health; and
- WHEREAS**, the City Council finds and determines that the requirements adopted here in are authorized under statute and comport with current federal, state, and local law; and
- WHEREAS**, the City finds it necessary to review and amend certain aforementioned codes to meet changing conditions and are in the best interest of the City; and
- WHEREAS**, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

- Section 1.** Findings of Fact. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.
- Section 2.** Amendment. Chapter 2 Article 2.02, Sections 2.02.004 and 2.02.008 is hereby amended as set forth with underlines being additions, double underlines being moved text, and ~~strikethroughs~~ being deletions.

Sec. 2.02.004 License tag and collar.

Upon payment of the license fee, where applicable, the city shall issue to the owner a license certificate and metal tag having stamped the number corresponding with the number of the certificate. Such tag shall at all times be securely attached to a collar or harness around the neck of the licensed animal. In case a tag is lost, a duplicate will be issued by the city police department, or its designee, upon presentation of the receipt showing the payment of the license fee. Tags shall not be transferable from one animal to another, and no refunds shall be made. ;hn0;

Sec. 2.02.008 Licensing and fees Pet Registration Requirement.

In accordance with the city ordinance, all residents of the city are required to have their dog(s) and cat(s), aged four months and older, implanted with a microchip. The microchip must be registered with the owner's current information. For newly acquired pets owners must ensure their dog(s) and cat(s) are microchipped within 30 days of ownership or 30 days of locating to the city.

- (a) ~~License required.~~ No person shall own, keep or harbor a dog over the age of three (3) months within the city, unless a license has been obtained for the dog owned.
- (b) ~~Administration of licensing.~~ The city will furnish licenses as provided for herein. Licenses shall be available at the following locations:
- (1) ~~City utility department;~~
 - (2) ~~The city police department; and~~
 - (3) ~~The county animal shelter.~~
- (c) ~~Application.~~ Written applications for dog licenses shall be made upon a printed application form provided by the city and shall state the name and address of the owner of the dog(s), and the name, breed, color, age and sex of each dog being licensed. Applications may be obtained at the locations provided for above in subsection (b) of this section.
- (d) ~~Conditions for license.~~ Dog license tags shall be issued upon payment of a license fee and upon presentation of a rabies certificate issued by a licensed veterinarian showing that such vaccination was given in compliance with state law.
- (e) ~~License fee and term of licenses.~~
- (1) ~~If the owner presents documentation prepared and signed by a veterinarian licensed by the state which demonstrates that the dog to be licensed has been altered, the owner shall be provided a lifetime license for such animal, for a one-time licensing fee as set forth in section A2.02.008 of the fee schedule in appendix A to this code;~~
 - (2) ~~Owners of an unaltered dog(s) shall be required to file an application for a new license for the dog(s), each year. The fee for such annual license shall be as set forth in section A2.02.008 of the fee schedule in appendix A to this code;~~

~~(3) No license fees shall be due or paid for any dog that is owned by a citizen over 65 years of age, if such animal is altered. Unaltered animals owned by citizens over 65 years of age shall be licensed as set forth above in subsection (e)(2).~~

Section 2. Enactment. Chapter 2, Article 2.04, Section 2.04.006 of the City of Bastrop Code of Ordinances is hereby amended as set forth with underlines being additions, double underlines being moved text, and strikethroughs being deletions.

Sec. 2.04.006 Confinement of female dogs and cats during estrus.

~~The owner/harbinger of any unneutered female dog or cat in the state of estrus ("in heat") shall confine the animal that is in heat during such period of time, by enclosing the animal in a house, building or other secure enclosure. The area of enclosure shall be so constructed that no other dog or cat may gain access to the confined animal(s), except for the purpose of intentional breeding of the animal by the owners/harborers. Owners/harborers who do not comply with this requirement shall be ordered to immediately remove the animal that is in heat from other person's or public property, and to place the animal in confined quarters. Failure to comply with the removal order of the animal control department shall be a violation of this article and the dog or cat that is in heat, but is not confined, may be impounded as prescribed in this chapter. All expenses incurred as a result of this confinement shall be paid by the owner/harbinger of such animals.~~

Section 3. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 4. Passage. Pursuant to Section 3.12 of the City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.

Section 5. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 25th day of February 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 11th day of March 2025.

APPROVED:

by: _____
John Kirkland, Mayor Pro-Tem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the first reading of Ordinance 2025-15, amending Code of Ordinances Chapter 1 "General Provisions", Article 1.20 "Uniformity of Requirements", amending Section 1.20.015 Appeal of Board of Adjustment to Appeal of City Council, Amending subsection (a) and (c), removing subsection (b) and (d); move to include on the March 11, 2025, consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop seeks to promote orderly, safe, and reasonable development of land within the City Limits and Extraterritorial Jurisdiction ("ETJ"). The City supports the rights of property owners and advocates clarity, predictability, and efficiency in the City's regulatory program. In April 2019, the City adopted the Uniformity of Requirements, establishing the framework within which property owners and the City can determine what projects have obtained Grandfathered Development Status under certain regulations.

The Texas Local Government Code Chapter 245 provides an opportunity for landowners or developers to "grandfather" or "vest" government regulations that apply to development at the time of filing of a permit application.

This ordinance provides a process and criteria for the City of Bastrop to determine if a project falls within the protection of Chapter 245 of the Texas Local Government Code; that is, to determine if a project should be exempt from current regulations. This ordinance, which incorporates case law on Chapter 245, creates a procedure and standards for complying with state law while protecting the public safety and welfare of the citizens of Bastrop.

Staff anticipates that the regulatory changes currently being adopted by the city council will increase the instances of property owners asserting rights under Chapter 245 and seeking grandfathered status. The City finds it necessary to review and amend codes to meet changing conditions, and is in the best interest of the City to amend the appeals process from the Board of Adjustment to the City Council.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve Ordinance 2025-15 amending the Code of Ordinances.

ATTACHMENTS:

1. Ordinance 2025-15

ORDINANCE NO. 2025-15

AMENDING CHAPTER 1 ARTICLE 1.20 UNIFORMITY OF REQUIREMENTS

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.20 “UNIFORMITY OF REQUIREMENTS”, AMENDING SECTION 1.20.015 APPEAL OF BOARD OF ADJUSTMENT TO APPEAL OF CITY COUNCIL, AMENDING SUBSECTION (A) AND (C), REMOVING SUBSECTION (B) AND (D); AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas seeks to promote orderly, safe, and reasonable development of land within the City Limits and Extraterritorial Jurisdiction (“ETJ”); and

WHEREAS, the City Council supports the rights of private property owners and advocates clarity, predictability, and efficiency in the City’s regulatory program; and

WHEREAS, generally, the right to develop property is subject to intervening regulations or regulatory changes; and

WHEREAS, the Texas Local Government Code Chapter 245 provides an opportunity for landowners or developers to “grandfather” or “vest” government regulations that apply to development at the time of the filing of a permit application; and

WHEREAS, The City’s Code of Ordinance Chapter 1, General Provisions, Article 1.20 Uniformity of Requirements was established to provide a framework within which property owners and the City can determine what projects have obtained Grandfathered Development Status under certain regulations; and

WHEREAS, the City finds it necessary to review and amend certain aforementioned codes to meet changing conditions and are in the best interest of the City amending the appeal of the City Manager from the Board of Adjustment to the City Council; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the

Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. Findings of Fact. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Amendment. Chapter 1 Article 1.20, Section 1.20.015 is hereby amended as set forth with underlines being additions, double underlines being moved text, and ~~strikethroughs~~ being deletions.

Sec. 1.20.015 Appeal to City Council Board of Adjustment.

- (a) If any person believes that the City Manager's determination under this section is in error, the person shall have the right to appeal such determination to the City Council ~~city's Zoning Board of Adjustment ("ZBA").~~ To be actionable, an appeal must be filed with the City Council ZBA in writing within fifteen (15) business days of the date of the City Manager's determination or the date of the City Manager's automatic denial. The written request for an appeal must include:
 - (1) A statement that the appellant sought an appeal from the City Manager, and that the appeal:
 - (A) Was denied; or
 - (B) Yielded an erroneous determination regarding the project's eligibility for grandfathered development status.
 - (2) A statement of the reasons why the determination should be reversed or modified;
 - (3) An explanation of the legal and factual grounds of the appeal; and
 - (4) Payment of the appeal fee established by the City Council, as codified in the city's fee schedule.
- ~~(b) The appellant may also request that the ZBA grant a variance from the regulations at issue under the same standards governing variances for other matters, as set forth in the city's code of ordinances, as amended.~~
- (be) The City Council ZBA shall convene a meeting and act upon an appeal within thirty (30) days of receipt of a written appeal that conforms to this section. If the City Council ZBA fails to make a written determination within thirty (30) days after an appeal has been received, then the appeal is deemed to have automatically been denied.
- ~~(d) Notice and a public hearing shall be provided for as established in the code for zoning variance requests.~~

Section 3. Enactment. Chapter 1, Section 1.20 of the City of Bastrop Code of Ordinances is hereby amended so to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

Section 4. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. Passage. Pursuant to Section 3.12 of the City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.

Section 6. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 7. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 8. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 25th day of February 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 11th day of March 2025.

APPROVED:

by: _____
John Kirkland, Mayor Pro-Tem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the first reading of Ordinance No. 2025-20 amending Sec. 1.04.002 Membership, terms of the Code of Ordinances to remove any elected official from appointed boards or commissions when their term ends either by election or resignation; and move to include on the March 11, 2025, consent agenda for the second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The City of Bastrop election cycle runs differently than board and commission appointments. As a result, a councilmember who chooses not to run, or is not re-elected, often remains in their seat on other boards and commissions until removed in the Fall under normal application circumstances. While it is true that Council possesses the right to remove at any time, it is sometimes an unnatural or unpopular requirement. This amendment would allow the new council person elected to fill any remaining term on the board as an automatic, should that be the desire of the Mayor and Council. For example, in the case of the Bastrop Economic Development Corporation, the Council may choose to select a non-council person to serve on the board.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve as submitted and move to include on the March 11 Council agenda.

ATTACHMENTS:

1. Proposed ordinance amendment in redline.

Sec. 1.04.002 Membership, terms.

Unless otherwise controlled and mandated by state or federal law and/or City Charter, the following overarching provisions shall apply to the city's boards, commissions, task forces, committees and advisory bodies ("board(s)," "body" or "advisory bodies"):

- (1) Board members shall be appointed by the mayor and confirmed by the Council, for terms of three (3) years. No board member shall serve more than two (2) consecutive terms on a particular advisory body. An individual that has previously served two (2) consecutive terms on a particular advisory body, must wait one full year before being reappointed to the same advisory body. The Mayor, upon a finding of good cause, has the authority to waive this one-year waiting period.
- (2) All city advisory bodies shall consist of seven (7) members and each seat shall be assigned a "place."
- (3) Advisory body members' terms of service shall be "staggered" three-year terms, so that the entire membership of the board will not be subject to replacement at any single point in time. If necessary, to establish initial staggering of the membership Place 1 and Place 2 shall initially serve a three-year term, Place 3 and Place 4 shall initially serve a two-year term, and Place 5, Place 6 and Place 7 shall initially serve one-year terms.
- (4) In the event of a vacancy, an individual appointed to fill the vacant place will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.
- (5) All advisory body members shall reside within the city limits or the city's Extraterritorial Jurisdiction (ETJ). No more than two (2) members of a particular advisory body can be from the ETJ. Upon a showing of good cause, the Mayor may waive the residency requirement.
 - (a) The City Secretary shall send out notice to all members each March to verify residency and attendance requirements and upon such findings, present to the Mayor and City Council, those members who no longer qualify to serve.
- (6) Each advisory body will have a City Council Member assigned as Council Liaison. This will facilitate the transfer of information from the advisory bodies to the City Council.
 - a. Council Members whose term has ended either by election or resignation, shall be removed from any board and commission they are currently serving on at the time the election is canvassed.
- (7) Members of advisory boards that are subject to the Code of Ethics. Article 1.15 of the Code of Ordinances, shall be deemed to have resigned and automatically vacated their place immediately upon filing an application for a place on the ballot to run for City Council.

(Ord. No. 2012-13, pt. 1, 6-26-12; Ord. No. 2019-44 , § 2(Exh. A), 11-26-19; Ord. No. 2023-03 , § 2(Att. A), 2-28-23; Ord. No. 2023-19 , § 2(Att. A), 7-11-23)

ORDINANCE NO. 2025-20

AMENDING CHAPTER 1, ARTICLE 1.04 BOARD, COMMITTEES, AND COMMISSIONS

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.04 “BOARDS, COMMITTEES, AND COMMISSIONS”, AMENDING SECTION 1.04.002 MEMBERSHIP, AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas seeks to promote orderly transition of power of its elected officials when they leave office;

WHEREAS, the City Council has the authority to remove persons from Boards, Committees, or Commissions at its sole discretion;

WHEREAS, the orderly transition of power requires the newly elected officials to take their seat on boards, committees, or commissions, once they are elected;

WHEREAS, The City’s Code of Ordinance Chapter 1, General Provisions, Article 1.04 Boards and Commissions was established to provide a framework for residents to participate in local governance;

WHEREAS, the City finds it necessary to review and amend certain aforementioned codes to meet changing conditions and are in the best interest of the City and its residents that newly elected officials have the ability to participate on the day of their swearing in;

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. Findings of Fact. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Amendment. Chapter 1 Article 1.04, Section 1.04.002 is hereby amended as set forth with underlines being additions, double

underlines being moved text, and ~~strikethroughs~~ being deletions.

Sec. 1.04.002 Membership, terms.

Unless otherwise controlled and mandated by state or federal law and/or City Charter, the following overarching provisions shall apply to the city's boards, commissions, task forces, committees and advisory bodies ("board(s)," "body" or "advisory bodies"):

- (1) Board members shall be appointed by the mayor and confirmed by the Council, for terms of three (3) years. No board member shall serve more than two (2) consecutive terms on a particular advisory body. An individual that has previously served two (2) consecutive terms on a particular advisory body, must wait one full year before being reappointed to the same advisory body. The Mayor, upon a finding of good cause, has the authority to waive this one-year waiting period.
- (2) All city advisory bodies shall consist of seven (7) members and each seat shall be assigned a "place."
- (3) Advisory body members' terms of service shall be "staggered" three-year terms, so that the entire membership of the board will not be subject to replacement at any single point in time. If necessary, to establish initial staggering of the membership Place 1 and Place 2 shall initially serve a three-year term, Place 3 and Place 4 shall initially serve a two-year term, and Place 5, Place 6 and Place 7 shall initially serve one-year terms.
- (4) In the event of a vacancy, an individual appointed to fill the vacant place will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.
- (5) All advisory body members shall reside within the city limits or the city's Extraterritorial Jurisdiction (ETJ). No more than two (2) members of a particular advisory body can be from the ETJ. Upon a showing of good cause, the Mayor may waive the residency requirement.
 - (a) The City Secretary shall send out notice to all members each March to verify residency and attendance requirements and upon such findings, present to the Mayor and City Council, those members who no longer qualify to serve.
- (6) Each advisory body will have a City Council Member assigned as Council Liaison. This will facilitate the transfer of information from the advisory bodies to the City Council.
 - a. Council Members whose term has ended either by election or resignation, shall be removed from any board and commission they are currently serving on at the time the election is canvassed. (7) Members of advisory boards that are subject to the Code of Ethics. Article 1.15 of the Code of Ordinances, shall be deemed to have resigned and automatically vacated their place immediately upon filing an application for a place on the ballot to run for City Council.

Section 3. Enactment. Chapter 1, Section 1.03.002 of the City of Bastrop Code of Ordinances is hereby amended so to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

Section 4. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local

Government Code.

Section 5. Passage. Pursuant to Section 3.12 of the City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.

Section 6. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 7. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 8. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 25th day of February 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 11th day of March 2025.

APPROVED:

by: _____
John Kirkland, Mayor Pro-Tem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A

Sec. 1.04.002 Membership, terms.

Unless otherwise controlled and mandated by state or federal law and/or City Charter, the following overarching provisions shall apply to the city's boards, commissions, task forces, committees and advisory bodies ("board(s)," "body" or "advisory bodies"):

- (1) Board members shall be appointed by the mayor and confirmed by the Council, for terms of three (3) years. No board member shall serve more than two (2) consecutive terms on a particular advisory body. An individual that has previously served two (2) consecutive terms on a particular advisory body, must wait one full year before being reappointed to the same advisory body. The Mayor, upon a finding of good cause, has the authority to waive this one-year waiting period.
- (2) All city advisory bodies shall consist of seven (7) members and each seat shall be assigned a "place."
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- (4) In the event of a vacancy, an individual appointed to fill the vacant place will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.
- (5) All advisory body members shall reside within the city limits or the city's Extraterritorial Jurisdiction (ETJ). No more than two (2) members of a particular advisory body can be from the ETJ. Upon a showing of good cause, the Mayor may waive the residency requirement.
 - (a) The City Secretary shall send out notice to all members each March to verify residency and attendance requirements and upon such findings, present to the Mayor and City Council, those members who no longer qualify to serve.
- (6) Each advisory body will have a City Council Member assigned as Council Liaison. This will facilitate the transfer of information from the advisory bodies to the City Council.
 - a. Council Members whose term has ended either by election or resignation, shall be removed from any board and commission they are currently serving on at the time the election is canvassed. (7)
Members of advisory boards that are subject to the Code of Ethics. Article 1.15 of the Code of Ordinances, shall be deemed to have resigned and automatically vacated their place immediately upon filing an application for a place on the ballot to run for City Council.

(Ord. No. 2012-13, pt. 1, 6-26-12; Ord. No. 2019-44 , § 2(Exh. A), 11-26-19; Ord. No. 2023-03 , § 2(Att. A), 2-28-23; Ord. No. 2023-19 , § 2(Att. A), 7-11-23)



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act to approve the following Bastrop City Council meeting minutes:

1. Tuesday, February 11, 2025, Regular Meeting

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council meeting minutes for the Tuesday, February 11, 2025, Regular Meeting.

ATTACHMENTS:

- DRAFT Tuesday, February 11, 2025, Regular Meeting

CITY OF BASTROP

BASTROP CITY COUNCIL REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, February 11, 2025

The Bastrop City Council met in a Regular Meeting on Tuesday, February 11, 2025, at 6:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Pro-Tempore John Kirkland
Council Member Cynthia Meyer
Council Member Cheryl Lee
Council Member Kerry Fossler
Council Member Kevin Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager Andres Rosales
Interim Assistant City Attorney Stanley Springerley
Assistant City Secretary Victoria Psencik
Assistant to City Manager Vivianna Andres
Assistant Finance Director Laura Allen
Development Services Director James Cowey
Police Chief Vicky Steffanic
Public Works Director John Eddleton
Main Street Manager Michaela Joyce
Parks & Recreation Director Terry Moore
Public Information Officer Colin Guerra
Fire Chief Chris Stone
Project Manager Elizabeth Wick
Fleet and Facilities Manager Doug Haggerty

Council Members Absent

Mayor Lyle Nelson * *resigned 1/14/2025*

1. CALL TO ORDER

With a quorum being present Mayor Pro-Tempore Kirkland called the Regular City Council meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags

Ivany Monroy and Andrew Sanders with the Cedar Creek Intermediate School Choir led the Pledge of Allegiance.

3. INVOCATION

City of Bastrop Police Chaplain Bob Long delivered the invocation.

6. PRESENTATIONS

6A. **Mayor Pro Tem's Report**

4. EXECUTIVE SESSION

Mayor Pro-Tempore Kirkland closed the Open Meeting to convene the City Council into Executive (Closed) Session at 6:35 p.m. pursuant to Texas Government Code, Chapter 551. as follows:

- 4A. **Section 551.071 and Section 551.072 to seek the advice of legal counsel regarding a land license agreement at the Rusty Reynolds Fields.**
- 4B. **Section 551.071 and Section 551.072 to seek the advice of legal counsel regarding a possible purchase of property located near Walnut and Martin Luther King Dr.**
5. **TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION.**
- 4A. **Section 551.071 and Section 551.072 to seek the advice of legal counsel regarding a land license agreement at the Rusty Reynolds Fields.**
- 4B. **Section 551.071 and Section 551.072 to seek the advice of legal counsel regarding a possible purchase of property located near Walnut and Martin Luther King Dr.**

Mayor Pro-Tempore Kirkland reconvened the City Council into the Open Session at 6:54 p.m.

Mayor Pro-Tempore Kirkland called for any action as a result of the Executive Session.

No action was taken on the Executive Session Items 4A and 4B.

6. **PRESENTATIONS, continued**

6A. **Mayor Pro Tem's Report, continued**

[Editor's Note Mayor Pro-Tempore Kirkland made announcements regarding the structure of the agenda:

- *The words "codification" and "severability" were removed from the language on the agenda to shorten the agenda item titles.*
- *The Consent Agenda will not be read aloud unless there is a second reading of an Ordinance then the Ordinance heading will be read per the City's Charter*
- *Per the Rule of Procedures (Article 3 Parliamentary Procedure – Section 3.2 Model Format for an Agenda Item Discussion – number 9 Vote, The mayor may ask the City Secretary to call the roll. Mayor Pro-Tem Kirkland stated that all votes **would** be done by voice vote unless he asked for a roll call vote in an effort to save time.]*

6B. **Council Members' Report**

6C. **City Manager's Report**

- A. Update on Bastrop Building Block (B3) Code changes thus far
- B. Remaining items to cover regarding the B3 Code
- C. Amortization schedule for debt (Water, Wastewater, General Fund) requested at the January 28, 2025 meeting
- D. January 2025 City Manager's Report

6D. **PROCLAMATION – Honoring Azie Taylor Morton, the first and only African American Treasurer of the United States.**

Submitted by: Council Member Cynthia Meyer

The proclamation was read and signed by City Manager Sylvia Carrillo-Trevino.

7. **WORK SESSIONS/BRIEFINGS**

7A. **Presentation regarding a Ridesharing Program for the City of Bastrop.**

Submitted by: Vivianna Nicole Andres, Assistant to the City Manager

The Council took **no** action on Item 7A.

8. **FINANCIAL TRANSPARENCY AND BUDGET PREPARATION**

8A. **Receive a presentation of the unaudited Monthly Financial Report for the months of November and December 2024.**

Submitted by: Laura Allen, Assistant Finance Director

8B. **Review and discuss the Bastrop Fire Department and Bastrop Power and Light Budget.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

Presented by: Chris Stone, Fire Chief, and Andres Rosales, Assistant City Manager

9. **CITIZEN COMMENT(S)**

Citizen(s) addressing the City Council on an item, not on the agenda: Dax Havrilak.

10. **CONSENT AGENDA**

10A. **Consider and act to approve the following Bastrop City Council meeting minutes:**

1. Wednesday, January 22, 2025, Special Meeting;

2. Monday, January 27, 2025, Joint Council and Bastrop EDC Meeting; and

3. Tuesday, January 28, 2025, Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

- 10C. **Consider and act on Resolution No. R-2025-30, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation.**

Submitted by: Angela Ryan, BEDC Operations Manager

- 10D. **Consider and act on Resolution No. R-2025-31, approving an agreement for the provision of support services between the City of Bastrop and the Bastrop Economic Development Corporation.**

Submitted by: Angela Ryan, BEDC Operations Manager

- 10E. **Consider and act on Resolution No. R-2025-36, confirming the appointments of Barbara Caldwell, Place 2 and Judge Elizabeth Beyer, Place 5, as members of the City’s Ethics Board, as required in Section 3.08 of the City's Charter.**

Submitted by: Mayor Pro Tem John Kirkland and Council Member Cynthia Meyer

Mayor Pro-Tempore Kirkland called for requests to remove any item from the Consent Agenda for separate discussion. Council Member Lee requested Items 10B and 10F be removed from the Consent Agenda for a separate discussion.

MOTION: Council Member Meyer moved to approve the Consent Agenda Items 10A, 10C, 10D, and 10E as presented. Council Member Lee seconded the motion. Motion carried unanimously.

* * * * *

- 10B. **Consider and act on the process for City Council to engage legal and direct staff to provide a resolution amending the Rules of Procedure at the February 25, 2025 meeting.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

MOTION: Council Member Plunkett moved to direct staff to provide a resolution at the February 25, 2025 Regular meeting that defines the process for City Council to engage with the legal. Council Member Lee seconded the motion. Motion carried unanimously.

* * * * *

- 10F. **Consider and act on Resolution No. R-2025-38, allowing the Save an Angel organization to waive the Special Event Permit fee and to utilize the City Hall Parking lot, located at 1311 Chestnut Street, on the 3rd Sunday of each month for free rabies vaccinations for pets, open to the public.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Presented by: Jeremy Parks, Executive Director of Save an Angel

MOTION: Council Member Lee moved to approve Resolution No. R-2025-38 as presented to allow the Save an Angel organization a waived Special Event Permit fee and to utilize the City Hall Parking lot, located at 1311 Chestnut Street, on the 3rd Sunday of each month for free rabies vaccinations for pets, open to the public. Council Member Meyer seconded the motion. Motion carried unanimously.

* * * * *

11. ITEMS FOR INDIVIDUAL CONSIDERATION

11A. **A) Consider and act on Resolution No. R-2025-34, on City Staff’s recommendation regarding the bids received for the City of Bastrop’s request for proposals for depository and banking services and authorizing a second request for proposals for Depository and Banking Services.**

B) Consider and act on Resolution R-2025-35, approving to extend the term of the current Bank Depository Agreement with First National Bank of Bastrop, from January 31, 2025 until January 31, 2026.

Submitted by: Laura Allen, Assistant Finance Director

MOTION (A): Council Member Meyer moved to approve Resolution No. R-2025-34 as presented regarding the bids received for the City of Bastrop’s request for proposals for depository and banking services and authorizing a second request for proposals for Depository and Banking Services. Council Member Plunkett seconded the motion. Motion carried unanimously.

MOTION (B): Council Member Lee moved to approve Resolution No. R-2025-35 as presented to extend the term of the current Bank Depository Agreement with First National Bank of Bastrop, from January 31, 2025 until January 31, 2026. Council Member Fossler seconded the motion. Motion carried unanimously.

11B. **Consider and act on the first reading of Ordinance No. 2025-09, setting the salary for the Office of the Presiding Municipal Court Judge, and approving an amendment to the agreement between the City and Caroline A. McClimon, JD, to reflect such salary increase.**

Submitted by: Andres Rosales, Assistant City Manager

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2025-09 as presented to settle the salary for the Office of the Presiding Municipal Court Judge, approve an amendment to the agreement between the City and Caroline A. McClimon, JD, to reflect such salary increase, and move to include on the February 25,

2025, Consent Agenda for second reading. Council Member Plunkett seconded the motion. Motion carried unanimously.

11C. **Consider and act on Resolution No. R-2025-37, supporting the submission of preliminary applications to the Texas Department of Transportation (TxDOT), for the Transportation Alternatives Set Aside Program 2025 Call for Projects.**

Submitted by: Elizabeth Wick, CFM, Project Manager

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-37 as presented to support submission of preliminary applications to the Texas Department of Transportation (TxDOT), for the Transportation Alternatives Set Aside Program 2025 Call for Projects. Council Member Meyer seconded the motion. Motion carried unanimously.

11D. **Consider and act to approve the first reading of Ordinance No. 2025-07, establishing and adopting a short-term rental registration process; amending the Bastrop Code of Ordinances, Chapter 4, by enacting Article 4.13, Sections 4.13.001 – 4.13.012 titled “Short Term Rentals”; and move to include on the February 25, 2025, Consent Agenda for second reading.**

Submitted by: Vivianna Nicole Andres, Assistant to the City Manager

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2025-07 to establish and adopt a short-term rental registration process, amending the Bastrop Code of Ordinances, Chapter 4, by enacting Article 4.13, Sections 4.13.001 – 4.13.012 titled “Short Term Rentals”, and move to include on the February 25, 2025, Consent Agenda for second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

11E. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-10, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES (c); and move to include on the February 25, 2025 Consent Agenda for the second reading.**

Submitted by: ~~Kennedy Higgins, Senior Planner, Development Services~~

Presented by: James Cowey, Development Services Director and Building Official

Mayor Pro-Tempore Kirkland opened the Public Hearing at 8:36 p.m. for the Bastrop Building Block (B3) Code Amendments listed in Item 11E.

Public Hearing: No citizen comments submitted.

Mayor Pro-Tempore Kirkland closed the Public Hearing at 8:36 p.m. for the Bastrop Building Block (B3) Code Amendments listed in Item 11E.

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2025-10 as presented to amend the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES (c); and move to include on February 25, 2025 Consent Agenda for the second reading. Council Member Plunkett seconded the motion. Motion carried unanimously.

11F. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-11, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES adding (c) and (d); 6.3.004 PROTECTED & HERITAGE TREES changing (c) (4), adding (6); 6.3.004 PROTECTED & HERITAGE TREES changing (e) (4), adding (6); 6.3.004 PROTECTED & HERITAGE TREES adding (g)(1) and (h) (1) and (2); 6.3.004 PROTECTED & HERITAGE TREES adding (f) (2); and move to include on the February 25, 2025 Consent Agenda for the second reading.**

Submitted by: Kennedy Higgins, Senior Planner, Development Services
Presented by: James Cowey, Development Services Director and Building Official

Mayor Pro-Tempore Kirkland opened the Public Hearing at 8:45 p.m. for the Bastrop Building Block (B3) Code Amendments listed in Item 11F.

Public Hearing: No citizen comments submitted.

Mayor Pro-Tempore Kirkland closed the Public Hearing at 8:45 p.m. for the Bastrop Building Block (B3) Code Amendments listed in Item 11F.

ORIGINAL MOTION: Council Member Lee moved to approve the first reading of Ordinance No.2025-11 to amend the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES adding (c) and (d); 6.3.004 PROTECTED & HERITAGE TREES changing (c) (4), adding (6); 6.3.004 PROTECTED & HERITAGE TREES changing (e) (4), adding (6); 6.3.004 PROTECTED & HERITAGE TREES adding (g)(1) and (h) (1) and (2); 6.3.004 PROTECTED & HERITAGE TREES adding (f) (2); and move to include on February 25, 2025 Consent Agenda for the second reading. Council Member Meyer seconded the motion.

Council Member Plunkett moved to make a **“friendly” amendment** to the original motion to change the language from “keeping the tree alive a year” to “keep it alive in perpetuity,” as shown below:

(h) Replacement of Trees:

(2) Trees planted to satisfy landscape requirements that are indicated herein, and successfully transplanted trees, shall count toward the tree replacement requirements, inch for inch. Transplanted trees must successfully survive ~~one (1) full year after planting to count as a preserved tree if an ISA-certified arborist deems replacement tree as dead or dying~~ the tree has to be replaced in perpetuity.

Council Members Lee (motion maker) and Meyer (seconded) accepted the friendly amendment.

REVISED MOTION: Council Member Lee moved to approve the first reading of Ordinance No. 2025-11 with the included friendly amendment to amend the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 6.3 General Lot Standards, 6.3.004 PROTECTED & HERITAGE TREES adding (c) and (d); 6.3.004 PROTECTED & HERITAGE TREES changing (c) (4), adding (6); 6.3.004 PROTECTED & HERITAGE TREES changing (e) (4), adding (6); 6.3.004 PROTECTED & HERITAGE TREES adding (g)(1) and (h) (1) and (2); 6.3.004 PROTECTED & HERITAGE TREES adding (f) (2), and move to include on February 25, 2025 Consent Agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

11G. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-12, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Chapter 10, Definitions; and move to include on the February 25, 2025 Consent Agenda for the second reading.**

Submitted by: Kennedy Higgins, Senior Planner, Development Services
Presented by: James Cowey, Development Services Director and Building Official

Mayor Pro-Tempore Kirkland opened the Public Hearing at 8:47 p.m. for the Bastrop Building Block (B3) Code Amendments listed in Item 11G.

Public Hearing: No citizen comments submitted.

Mayor Pro-Tempore Kirkland closed the Public Hearing at 8:47 p.m. for the Bastrop Building Block (B3) Code Amendments listed in Item 11G.

MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-12 as presented to amend the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Chapter 10, Definitions, and move to include on February 25, 2025 Consent Agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

11H. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-13, amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Technical Manual, TABLE 2.1.003 Preferred Plant List; and move to include on the February 25, 2025 Consent Agenda for the second reading.**

Submitted by: Kennedy Higgins, Senior Planner, Development Services
Presented by: James Cowey, Development Services Director and Building Official

Mayor Pro-Tempore Kirkland opened the Public Hearing at 8:50 p.m. for the Bastrop Building Block (B3) Code Amendments listed in Item 11H.

Public Hearing: No citizen comments submitted.

Mayor Pro-Tempore Kirkland closed the Public Hearing at 8:50 p.m. for the Bastrop Building Block (B3) Code Amendments listed in Item 11H.

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2025-13 as presented to amend the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Technical Manual, TABLE 2.1.003 Preferred Plant List, and move to include on February 25, 2025 Consent Agenda for the second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

11I. **Consider and act on the first reading of Ordinance No. 2025-14, apportioning the costs of certain improvements to property in and for the Valverde Public Improvement District Area #1; fixing a charge and lien against all properties within the District, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the District and the real and true owners thereof; approving a service and assessment plan; and move to include on the February 25, 2025, consent agenda for a second reading.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

The Council took **no** action on Item 11I.

11J. **Consider and act on Resolution No. R-2025-23, determining costs of the proposed Public Improvements in the Valverde Public Improvement District, approving a proposed assessment roll for improvement area #1, and making related findings and determinations, in accordance with Chapter 372 of the Texas Local Government Code.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

The Council took **no** action on Item 11J.

11K. **Consider and act on Resolution No. 2025-22, approving the form and authorizing the distribution of a preliminary limited offering memorandum for “City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District)”.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

The Council took **no** action on Item 11K.

11L. **Consider and act on Resolution No. R-2025-39, supporting the application for Housing Tax Credits for the proposed development, Pine Creek Senior Apartments, for 52 senior age-restricted Low-Income Housing Tax Credit units, to be located on Lovers Lane south of SH 71; confirming support for the**

application; authorizing the City Manager to grant a Two-Hundred Fifty Dollar and No Cents (\$250.00) reduction in fees for the development to meet all program criteria.

Submitted by: Andres Rosales, Assistant City Manager
Presented by: Tisha Vaidya, Elizabeth Property Group (EPG)

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-39 to support the application for Housing Tax Credits for the proposed development, Pine Creek Senior Apartments, for 52 senior age-restricted Low-Income Housing Tax Credit units, to be located on Lovers Lane south of SH 71; and authorizing the City Manager to grant a Two-Hundred Fifty Dollar and No Cents (\$250.00) reduction in fees for the development to meet all program criteria. Council Member Meyer seconded the motion. Motion carried unanimously.

12. ADJOURNMENT

Upon receiving a motion duly made and seconded to adjourn, the February 11th Regular Meeting was adjourned at 9:08 p.m.

CITY OF BASTROP, TEXAS

John Kirkland, Mayor Pro-Tempore

ATTEST:

Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on Resolution No. R-2025-41 of the City Council of the City of Bastrop, Texas, enacting a policy regarding the Bastrop Economic Development Corporation; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Executive Director and City Manager

BACKGROUND/HISTORY:

The City of Bastrop City Council approved Resolution No. R-2022-26 on February 8, 2022, enacting a policy regarding the Bastrop Economic Development Corporation.

At the BEDC Workshop on January 14, 2025, City Manager and Interim BEDC Director Sylvia Carrillo took the BEDC Board through a strategic planning exercise to update the policy, and set goals for fiscal year 2025.

The updated resolution is attached, as well as the policy.

FISCAL IMPACT:

None.

RECOMMENDATION:

Consider and act on Resolution No. R-2025-41 of the City Council of the City of Bastrop, Texas, enacting a policy regarding the Bastrop Economic Development Corporation; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.

ATTACHMENTS:

1. Resolution No. R-2025-41
2. City of Bastrop Policy Regarding the Bastrop Economic Development Corporation

RESOLUTION NO. R-2025-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ENACTING A POLICY REGARDING THE BASTROP ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas (“City Council”) finds that economic development is a valid, legitimate governmental function that is in the best interest of the community, its citizenry, and visitors; and

WHEREAS, the City Council seeks to encourage and promote reasonable, responsible economic development activities designed to support existing businesses, and recruit businesses that are consistent with the goals and values of the Bastrop community as well as the City’s Strategic Plan, Focus Areas, and Comprehensive Land Use Plan, as well as zoning, development regulations and other elements of the Development Code as these documents are adopted and updated from time to time; and

WHEREAS, the City Council has identified that a critical component of their overall economic development effort is to promote and support the health and vitality as well as the growth of businesses in historic downtown Bastrop through the City’s Main Street Program; and

WHEREAS, the City Council embraces the full range of economic development tools and their application ranging from public financial assistance to land use permitting and utilities in addition to the resources available through the Bastrop Economic Development Corporation (“BEDC”); and

WHEREAS, the City Council is assured that City officials and BEDC personnel are united in seeking the best outcomes for the community; and

WHEREAS, the City Council determines that the attached policy is reasonable and necessary to provide guidance to the BEDC in an effort to enhance cooperation, improve clarity of purpose, facilitate a shared vision, prioritize projects worthy of public incentives, encourage a process for shared information and decision-making, and achieve general alignment.

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

SECTION 1. That the City Council hereby approves the Agreement attached hereto and incorporated herein as Exhibit “A” and, further authorizes the City Manager to execute the same and take all other actions necessary to implement said Agreement.

SECTION 2. The City Council hereby deems the recitals above to be true and accurate legislative findings.

SECTION 3. The City Council hereby approves the Policy as attached as Exhibit “A.”

SECTION 4. This resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February 2025.

APPROVED:

John Kirkland, Mayor Pro Tem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit “A”

City of Bastrop
Policy Regarding the
Bastrop Economic Development Corporation

WHEREAS, the City of Bastrop (City) is a municipal corporation that is a political subdivision of the State of Texas, and the Bastrop Economic Development Corporation (“BEDC”) is a nonprofit corporation created by the City; and

WHEREAS, economic development is the allocation of public resources in partnership with private parties in a cooperative effort to produce public benefits such as enhanced property values, increased sales taxes, improved job opportunities, and vital commercial and industrial services that complement the community; and

WHEREAS, the BEDC was created through municipal action and voter approval to utilize its full range of resources to assist and support the City in accomplishing the City’s economic development objectives; and

WHEREAS, the City Council appoints the BEDC Board of Directors to establish and oversee an economic development program that enhances the economy of Bastrop through a specific list of activities including recruiting and supporting business ventures in a manner that is consistent with the policies provided by City Council to ensure the City of Bastrop’s goals for economic development and overall vision for the community; and

WHEREAS, the City Council has statutory oversight and approval authority over BEDC’s budget and projects; and

WHEREAS, the City Council acknowledges the BEDC as an integral component of the City’s overall, diverse economic development efforts and recognizes the unique tools and incentives that the BEDC contributes to the process of recruiting, retaining, and assisting industrial and commercial ventures in the community; and

WHEREAS, the keys to successful economic development policy formation for the City and BEDC include consistency with established managed growth principles regarding public infrastructure, economic vitality, multi-modal connectivity, fiscal and environmental sustainability, and authentic Bastrop; and

WHEREAS, the keys to successful economic development policy formation for the City and BEDC also include alignment amongst the parties in terms of vision, personnel, measurements for success, implementation processes and systems, accountability; and

NOW, THEREFORE, SHALL IT BE RESOLVED as follows by the Bastrop City Council:

- 1. Purpose.** The purpose of this Policy is to support successful economic development efforts in Bastrop by aligning the BEDC Board of Directors with the City Council’s expectations through the creation of clear and concise policy direction. Through the enactment of this Policy the City Council seeks to clarify the respective roles of City officials and BEDC personnel in furtherance of a positive, productive relationship.

2. City of Bastrop Priorities. The Bastrop of 2030 is anticipated to have:

- (a) A growing economy attracting capital investment and creating new jobs which offer employment opportunities to residents of the city and surrounding area.
- (b) A fully built out and occupied Business and Industrial Park.
- (c) A comfortable and thriving historic downtown.
- (d) A thriving commercial corridor along all major highways and arterials.
- (e) Connected and diverse neighborhoods that include quality housing.
- (f) An engaging and thriving public school system made possible with partnerships with the City, BEDC, and the Bastrop Independent School District (BISD).
- (g) Successful partnerships with the Chamber of Commerce, Business Community, Bastrop County, and non-profit organizations.

3. BEDC 2025 Performance.

(a) Leadership Roles: The City will rely upon the BEDC to exhibit leadership in:

- 1) Business Recruitment focused on the sectors as recommended by the Board and approved by City Council.
- 2) Maximization of the Business and Industrial Park.
- 3) Business Retention and Expansion, with a special focus on small business.
- 4) Workforce Development in partnership with Career Tracks, BISD, and other local workforce entities.
- 5) Support and marketing of the Bastrop Business and Industrial Park.
- 6) Enhanced legal support to amend the BEDC contracts in the Industrial Park to protect BEDC assets.

(b) Funding Roles: The City will turn to BEDC to demonstrate priority in funding:

- 1) The Main Street Program in the funding amount as established by the annual budget process. Funding of the Program is in support of strengthening economic development in the District through increased visitation, increased consumer spending in the District, retention of current residents and attraction of new residents through adding to the quality of life, small business support and expansion, and the connection of people to economic opportunities. Funding amounts will be within the parameters established by Texas Local Government Code for Promotional Purposes.
- 2) Infrastructure that facilitates or enhances economic development.
- 3) Identified quality of life projects found in the City of Bastrop Capital Improvement Plan.

4. Strategic Planning. BEDC shall formulate for City review and approval a series of roadmaps that identify long-term and short-term goals. These plans shall establish Benchmarks by which proposed projects can be compared and evaluated. Components of BEDC's strategic planning process will include:

- (a) A multi-year strategic plan that is to be reviewed annually and updated every five to seven years.
 - (b) An annual strategic plan with measurable and actionable outcomes.
 - (c) A *proforma* for the Business and Industrial Park based on financial assumptions or projections for which decisions on which opportunities to pursue will be made.
 - (d) Business Incentive Program and underwriting strategy with approval process.
- 5. Metrics.** The BEDC shall evaluate projects to measure the consistent assessment of Return on Investment (ROI) received by the community as a result of the projects and from any incentives provided. The evaluation will consider the totality of public BEDC and City financial expense and investment in comparison to the benefits received from the project. The analysis will recognize the different certainty of commitments between projected and guaranteed benefits from a project (i.e., the timing of incentive payment versus received benefit, contractual obligations, and clawbacks). The BEDC shall establish a means of measuring the benefits (direct and indirect; tangible and intangible) of BEDC projects (quantitatively and qualitatively).
- 6. Coordination.** The BEDC Board will require the BEDC Staff to coordinate with the City through the City Manager's Office regarding:
- (a) Ensuring the inclusion of the City of Bastrop in all Non-Disclosure Agreements related to economic development prospects and projects the BEDC seeks to attract, expand, locate, or otherwise assist.
 - (b) Regular weekly staff meetings with the City Manager to:
 - (1) Share information and status updates on economic development prospects and projects the BEDC seeks to attract, expand, locate, or otherwise assist.
 - (2) Proactively discuss projects to identify any required governmental approvals, requirements, or restrictions including land use, utility, traffic, and other infrastructure requirements that would impact the prospect/project.
 - (3) Receive information on city projects and initiatives that impact economic development efforts.
 - (c) Any and all public relations efforts in the form of press releases to ensure accurate representation of City goals and priorities as well as to ensure leverage of messaging across City platforms.
 - (d) Require BEDC staff to participate in weekly development review meetings to ensure adequate assistance by the BEDC can be provided if necessary.
- 7. Accountability.** The BEDC shall routinely articulate specific goals, project assessments, and reporting as a means of determining the benefit to the community of the proposed incentives for a project. Individual project reports shall be compiled into an overall annual report that is presented to the City Council, in writing and as a presentation at monthly City Council meetings as part of the City's monthly financial update. The Board shall task the Executive Director with the development of an agenda format and cover letter for all incentive projects that the Board

considers. The agenda format will include the sign off from the city planning, engineering, public works, and City Manager to demonstrate that the project is without critical flaws that are not consistent with existing city development regulations and requirements. (i.e., zoning conformance, available utility capacity, etc.).

8. Administration.

- (a) **Systems and Processes.** BEDC will create standard applications, performance measures, and processes for the identification, review, underwriting, and report of incentive programs. This undertaking will include forms for underwriting worksheets and applications for incentives to be recommended by the Board and approved by City Council.
- (b) **Point of Contact.** BEDC Board of Directors, individually or acting through BEDC's Director, are to coordinate with the City through the Office of the City Manager.
- (c) **Budgeting.** BEDC will ensure its budget forecasting, creation, and adoption is coordinated with the City's Strategic Calendar.
- (d) **Joint Meetings.** BEDC will schedule with the City Manager periodic meetings to be held jointly with the City Council.
- (e) **Information Sharing.** BEDC shall provide standard procedures for the thorough and timely dissemination of data regarding BEDC projects to the City Manager for provision to the City Council.

9. Administrative Support Services. The City has significant capability, resources, and capacity for which the BEDC and their efforts may materially benefit. To this end, the City will continue to provide, for a fee, administrative support services through an annual agreement with BEDC. The agreement will include all relevant activities including, but not limited to, the following elements: general administrative services, payroll, finance administration, information technology, human resource services, capital project management, contract administration of all Capital Projects approved by the BEDC, and any other ancillary services provided to all city departments.



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act Resolution 2025- 51 amending the Rules of Procedure providing for a process for the City Council to engage legal services of the City Attorney.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

At the February 11, 2025 council meeting, the council requested staff return with a clearly defined process regarding Council’s usage of legal services. The process is outlined below.

Example: A personal identification number assigned to each council member that would be used to code the billing of councilmembers. Each council member should have a limit of a dollar amount determined by the City Council during budget appropriation. This is the total expenditure limit per fiscal year that they may accumulate of City Attorney expense. This ensures council members are utilizing the service for the good of the entire city and council. Any overruns must be approved by the Council by vote.

The table below shows an example of a table of how expenses would be tracked and provided to Council with the monthly financials.

| Name | Identifier | Total Allocated | January Expense | Topic | Amount Remaining End of January |
|----------|------------|-----------------|-----------------|----------------------------|---------------------------------|
| Kirkland | 1234 | \$5,000 | \$800 | Certified Local Government | \$4,200 |

Amending the policy on legal spending can create some much-needed clarity and possible reduction in legal expenses as well as ensuring the Council is working collaboratively in a transparent manner.

The Rules of Procedure would be amended as follows:

2.16 Council Use of Legal Services

The Council shall have a personal identification number, PIN, assigned each fiscal year that corresponds to a fixed dollar amount, determined by Council at each budget appropriation, that shall be used when the services of the City Attorney are sought. If funds are expended prior to the end of the budget period, the Council Member shall request an agenda item before the entire council to seek additional funds.

FISCAL IMPACT:

None

RECOMMENDATION:

Amend the Rules of Procedure by adding Section 2.16 Legal Service Use by the City Council.

ATTACHMENTS:

1. Proposed redline to the Rules of Procedure
2. Attachment: Legal Expenses Budget to Actual FY 21-25

Rules of Procedure for the City Council and Boards & Commissions of the City of Bastrop, Texas



Adopted: August 23, 2005

**Revised: October 10, 2017
July 24, 2018
July 9, 2019
September 8, 2020
July 27, 2021
August 23, 2022
September 10, 2024
September 17, 2024**

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the Presiding Officer conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the presiding officer from participating in the meeting fully and freely.

The presiding officer of boards and commissions shall be the person selected by the board or commission as the chair, co-chair, or vice chair. If these persons are not in attendance, the board or commission shall choose a temporary presiding officer from among the members in attendance.

2.13 Minutes of Meetings.

The City Secretary shall keep minutes of all proceedings of the City Council, and they shall be open to public inspection in accordance with the laws of the State of Texas. Staff Liaisons will take minutes of proceedings of the various Boards & Commissions and provide them to the City Secretary as Records Custodian.

2.14 Suspension and Amendment of Rules.

Any provisions of these rules not governed by federal, or state law or the City Charter may be temporarily suspended by a supermajority vote (see Article 3.7 of these rules) of the City Council. Any provisions of these rules may be amended by majority vote if such amendment is appropriately posted on an agenda of a regular meeting of the City Council and receives approval of the majority of the City Council at such meeting.

2.15 Rules for the Press and Media.

The use of media equipment, such as lights, cameras, and/or microphones must be coordinated with the City Manager prior to the meeting to ensure that the equipment does not disturb or otherwise conflict with or disrupt the meeting or the Council's activities.

2.16 Council Use of Legal Services

The Council shall have a personal identification number, PIN, assigned each fiscal year that corresponds to a fixed dollar amount, determined by Council at each budget appropriation, that shall be used when the services of the City Attorney are sought. If funds are expended prior to the end of the budget period, the Council Member shall request an agenda item before the entire council to seek additional funds.

ARTICLE 3.

PARLIAMENTARY PROCEDURE

3.1 Purpose.

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand, and those who do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day.

These rules enable the majority to express their opinion and fashion a result while permitting the



City of Bastrop, TX

Item 10N.
Budget Report
Account Summary

For Fiscal: 2020-2021 Period Ending: 09/30/2021

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | | |
| Expense | | | | | | | |
| 101-01-00-5525 | LEGAL | 0.00 | 0.00 | 0.00 | 3.00 | -3.00 | 0.00 % |
| 101-02-00-5525 | LEGAL SERVICES | 200,000.00 | 200,000.00 | 46,244.47 | 185,548.96 | 14,451.04 | 7.23 % |
| 101-12-00-5525 | LEGAL SERVICES | 21,000.00 | 21,000.00 | 4,718.56 | 18,375.54 | 2,624.46 | 12.50 % |
| | Expense Total: | 221,000.00 | 221,000.00 | 50,963.03 | 203,927.50 | 17,072.50 | 7.73% |
| | Fund: 101 - GENERAL FUND Total: | 221,000.00 | 221,000.00 | 50,963.03 | 203,927.50 | 17,072.50 | 7.73% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | | |
| Expense | | | | | | | |
| 202-35-10-5525 | LEGAL SERVICES | 45,000.00 | 15,000.00 | 5,360.47 | 24,276.36 | -9,276.36 | -61.84 % |
| | Expense Total: | 45,000.00 | 15,000.00 | 5,360.47 | 24,276.36 | -9,276.36 | -61.84% |
| | Fund: 202 - WATER/WASTEWATER FUND Total: | 45,000.00 | 15,000.00 | 5,360.47 | 24,276.36 | -9,276.36 | -61.84% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | | |
| Expense | | | | | | | |
| 404-60-00-5525 | LEGAL SERVICES | 5,500.00 | 5,500.00 | 10.00 | 792.40 | 4,707.60 | 85.59 % |
| | Expense Total: | 5,500.00 | 5,500.00 | 10.00 | 792.40 | 4,707.60 | 85.59% |
| | Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 10.00 | 792.40 | 4,707.60 | 85.59% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | | |
| Expense | | | | | | | |
| 501-80-00-5525 | LEGAL SERVICES | 2,000.00 | 2,000.00 | 0.00 | 382.00 | 1,618.00 | 80.90 % |
| | Expense Total: | 2,000.00 | 2,000.00 | 0.00 | 382.00 | 1,618.00 | 80.90% |
| | Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 2,000.00 | 2,000.00 | 0.00 | 382.00 | 1,618.00 | 80.90% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | | |
| Expense | | | | | | | |
| 601-70-00-5525 | LEGALS | 30,000.00 | 60,000.00 | 6,975.16 | 50,944.52 | 9,055.48 | 15.09 % |
| | Expense Total: | 30,000.00 | 60,000.00 | 6,975.16 | 50,944.52 | 9,055.48 | 15.09% |
| | Fund: 601 - BASTROP E.D.C. FUND Total: | 30,000.00 | 60,000.00 | 6,975.16 | 50,944.52 | 9,055.48 | 15.09% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | | |
| Expense | | | | | | | |
| 710-00-00-5525 | LEGAL SERVICES | 10,000.00 | 10,000.00 | 5,486.76 | 10,771.19 | -771.19 | -7.71 % |
| | Expense Total: | 10,000.00 | 10,000.00 | 5,486.76 | 10,771.19 | -771.19 | -7.71% |
| | Fund: 710 - HUNTERS CROSSING PID Total: | 10,000.00 | 10,000.00 | 5,486.76 | 10,771.19 | -771.19 | -7.71% |
| | Report Total: | 313,500.00 | 313,500.00 | 68,795.42 | 291,093.97 | 22,406.03 | 7.15% |

Group Summary

| Account Typ... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | |
| Expense | 221,000.00 | 221,000.00 | 50,963.03 | 203,927.50 | 17,072.50 | 7.73% |
| Fund: 101 - GENERAL FUND Total: | 221,000.00 | 221,000.00 | 50,963.03 | 203,927.50 | 17,072.50 | 7.73% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | |
| Expense | 45,000.00 | 15,000.00 | 5,360.47 | 24,276.36 | -9,276.36 | -61.84% |
| Fund: 202 - WATER/WASTEWATER FUND Total: | 45,000.00 | 15,000.00 | 5,360.47 | 24,276.36 | -9,276.36 | -61.84% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | |
| Expense | 5,500.00 | 5,500.00 | 10.00 | 792.40 | 4,707.60 | 85.59% |
| Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 10.00 | 792.40 | 4,707.60 | 85.59% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | |
| Expense | 2,000.00 | 2,000.00 | 0.00 | 382.00 | 1,618.00 | 80.90% |
| Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 2,000.00 | 2,000.00 | 0.00 | 382.00 | 1,618.00 | 80.90% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | |
| Expense | 30,000.00 | 60,000.00 | 6,975.16 | 50,944.52 | 9,055.48 | 15.09% |
| Fund: 601 - BASTROP E.D.C. FUND Total: | 30,000.00 | 60,000.00 | 6,975.16 | 50,944.52 | 9,055.48 | 15.09% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | |
| Expense | 10,000.00 | 10,000.00 | 5,486.76 | 10,771.19 | -771.19 | -7.71% |
| Fund: 710 - HUNTERS CROSSING PID Total: | 10,000.00 | 10,000.00 | 5,486.76 | 10,771.19 | -771.19 | -7.71% |
| Report Total: | 313,500.00 | 313,500.00 | 68,795.42 | 291,093.97 | 22,406.03 | 7.15% |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance | |
|-----------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------|----------------------|
| | | | | | Favorable (Unfavorable) | Percent Remaining |
| 101 - GENERAL FUND | 221,000.00 | 221,000.00 | 50,963.03 | 203,927.50 | 17,072.50 | 7.73% |
| 202 - WATER/WASTEWATER FUND | 45,000.00 | 15,000.00 | 5,360.47 | 24,276.36 | -9,276.36 | -61.84% |
| 404 - BASTROP POWER & LIGHT | 5,500.00 | 5,500.00 | 10.00 | 792.40 | 4,707.60 | 85.59% |
| 501 - HOTEL/MOTEL TAX FUND | 2,000.00 | 2,000.00 | 0.00 | 382.00 | 1,618.00 | 80.90% |
| 601 - BASTROP E.D.C. FUND | 30,000.00 | 60,000.00 | 6,975.16 | 50,944.52 | 9,055.48 | 15.09% |
| 710 - HUNTERS CROSSING PID | 10,000.00 | 10,000.00 | 5,486.76 | 10,771.19 | -771.19 | -7.71% |
| Report Total: | 313,500.00 | 313,500.00 | 68,795.42 | 291,093.97 | 22,406.03 | 7.15% |



City of Bastrop, TX

Item 10N.
Budget Report
Account Summary

For Fiscal: 2021-2022 Period Ending: 09/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | | |
| Expense | | | | | | | |
| 101-02-00-5525 | LEGAL SERVICES | 200,000.00 | 452,015.00 | 26,479.86 | 363,455.50 | 88,559.50 | 19.59 % |
| 101-12-00-5525 | LEGAL SERVICES | 24,000.00 | 24,000.00 | 1,838.70 | 23,729.58 | 270.42 | 1.13 % |
| | Expense Total: | 224,000.00 | 476,015.00 | 28,318.56 | 387,185.08 | 88,829.92 | 18.66% |
| | Fund: 101 - GENERAL FUND Total: | 224,000.00 | 476,015.00 | 28,318.56 | 387,185.08 | 88,829.92 | 18.66% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | | |
| Expense | | | | | | | |
| 202-35-10-5525 | LEGAL SERVICES | 10,000.00 | 10,000.00 | 70.00 | 13,656.67 | -3,656.67 | -36.57 % |
| | Expense Total: | 10,000.00 | 10,000.00 | 70.00 | 13,656.67 | -3,656.67 | -36.57% |
| | Fund: 202 - WATER/WASTEWATER FUND Total: | 10,000.00 | 10,000.00 | 70.00 | 13,656.67 | -3,656.67 | -36.57% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | | |
| Expense | | | | | | | |
| 404-60-00-5525 | LEGAL SERVICES | 5,500.00 | 5,500.00 | 192.00 | 4,690.83 | 809.17 | 14.71 % |
| | Expense Total: | 5,500.00 | 5,500.00 | 192.00 | 4,690.83 | 809.17 | 14.71% |
| | Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 192.00 | 4,690.83 | 809.17 | 14.71% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | | |
| Expense | | | | | | | |
| 501-80-00-5525 | LEGAL SERVICES | 2,000.00 | 2,000.00 | 0.00 | 3,480.71 | -1,480.71 | -74.04 % |
| | Expense Total: | 2,000.00 | 2,000.00 | 0.00 | 3,480.71 | -1,480.71 | -74.04% |
| | Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 2,000.00 | 2,000.00 | 0.00 | 3,480.71 | -1,480.71 | -74.04% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | | |
| Expense | | | | | | | |
| 601-70-00-5525 | LEGALS | 75,000.00 | 75,000.00 | 5,046.00 | 46,953.66 | 28,046.34 | 37.40 % |
| | Expense Total: | 75,000.00 | 75,000.00 | 5,046.00 | 46,953.66 | 28,046.34 | 37.40% |
| | Fund: 601 - BASTROP E.D.C. FUND Total: | 75,000.00 | 75,000.00 | 5,046.00 | 46,953.66 | 28,046.34 | 37.40% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | | |
| Expense | | | | | | | |
| 710-00-00-5525 | LEGAL SERVICES | 5,000.00 | 5,000.00 | 57,719.56 | 60,272.24 | -55,272.24 | -1,105.44 % |
| | Expense Total: | 5,000.00 | 5,000.00 | 57,719.56 | 60,272.24 | -55,272.24 | -1,105.44% |
| | Fund: 710 - HUNTERS CROSSING PID Total: | 5,000.00 | 5,000.00 | 57,719.56 | 60,272.24 | -55,272.24 | -1,105.44% |
| | Report Total: | 321,500.00 | 573,515.00 | 91,346.12 | 516,239.19 | 57,275.81 | 9.99% |

Group Summary

| Account Typ... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | |
| Expense | 224,000.00 | 476,015.00 | 28,318.56 | 387,185.08 | 88,829.92 | 18.66% |
| Fund: 101 - GENERAL FUND Total: | 224,000.00 | 476,015.00 | 28,318.56 | 387,185.08 | 88,829.92 | 18.66% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | |
| Expense | 10,000.00 | 10,000.00 | 70.00 | 13,656.67 | -3,656.67 | -36.57% |
| Fund: 202 - WATER/WASTEWATER FUND Total: | 10,000.00 | 10,000.00 | 70.00 | 13,656.67 | -3,656.67 | -36.57% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | |
| Expense | 5,500.00 | 5,500.00 | 192.00 | 4,690.83 | 809.17 | 14.71% |
| Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 192.00 | 4,690.83 | 809.17 | 14.71% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | |
| Expense | 2,000.00 | 2,000.00 | 0.00 | 3,480.71 | -1,480.71 | -74.04% |
| Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 2,000.00 | 2,000.00 | 0.00 | 3,480.71 | -1,480.71 | -74.04% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | |
| Expense | 75,000.00 | 75,000.00 | 5,046.00 | 46,953.66 | 28,046.34 | 37.40% |
| Fund: 601 - BASTROP E.D.C. FUND Total: | 75,000.00 | 75,000.00 | 5,046.00 | 46,953.66 | 28,046.34 | 37.40% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | |
| Expense | 5,000.00 | 5,000.00 | 57,719.56 | 60,272.24 | -55,272.24 | -1,105.44% |
| Fund: 710 - HUNTERS CROSSING PID Total: | 5,000.00 | 5,000.00 | 57,719.56 | 60,272.24 | -55,272.24 | -1,105.44% |
| Report Total: | 321,500.00 | 573,515.00 | 91,346.12 | 516,239.19 | 57,275.81 | 9.99% |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance | |
|-----------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------|----------------------|
| | | | | | Favorable (Unfavorable) | Percent Remaining |
| 101 - GENERAL FUND | 224,000.00 | 476,015.00 | 28,318.56 | 387,185.08 | 88,829.92 | 18.66% |
| 202 - WATER/WASTEWATER FUNE | 10,000.00 | 10,000.00 | 70.00 | 13,656.67 | -3,656.67 | -36.57% |
| 404 - BASTROP POWER & LIGHT | 5,500.00 | 5,500.00 | 192.00 | 4,690.83 | 809.17 | 14.71% |
| 501 - HOTEL/MOTEL TAX FUND | 2,000.00 | 2,000.00 | 0.00 | 3,480.71 | -1,480.71 | -74.04% |
| 601 - BASTROP E.D.C. FUND | 75,000.00 | 75,000.00 | 5,046.00 | 46,953.66 | 28,046.34 | 37.40% |
| 710 - HUNTERS CROSSING PID | 5,000.00 | 5,000.00 | 57,719.56 | 60,272.24 | -55,272.24 | -1,105.44% |
| Report Total: | 321,500.00 | 573,515.00 | 91,346.12 | 516,239.19 | 57,275.81 | 9.99% |



City of Bastrop, TX

Item 10N.
Budget Report
Account Summary

For Fiscal: 2022-2023 Period Ending: 09/30/2023

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | | |
| Expense | | | | | | | |
| 101-02-00-5525 | LEGAL SERVICES | 230,000.00 | 205,000.00 | 104,818.84 | 316,605.31 | -111,605.31 | -54.44 % |
| 101-09-10-5525 | LEGAL SERVICES | 250.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 % |
| 101-12-00-5525 | LEGAL SERVICES | 30,000.00 | 30,000.00 | 4,963.50 | 26,293.49 | 3,706.51 | 12.36 % |
| | Expense Total: | 260,250.00 | 235,000.00 | 109,782.34 | 342,898.80 | -107,898.80 | -45.91% |
| | Fund: 101 - GENERAL FUND Total: | 260,250.00 | 235,000.00 | 109,782.34 | 342,898.80 | -107,898.80 | -45.91% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | | |
| Expense | | | | | | | |
| 202-35-10-5525 | LEGAL SERVICES | 10,000.00 | 10,000.00 | 1,805.40 | 20,211.93 | -10,211.93 | -102.12 % |
| | Expense Total: | 10,000.00 | 10,000.00 | 1,805.40 | 20,211.93 | -10,211.93 | -102.12% |
| | Fund: 202 - WATER/WASTEWATER FUND Total: | 10,000.00 | 10,000.00 | 1,805.40 | 20,211.93 | -10,211.93 | -102.12% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | | |
| Expense | | | | | | | |
| 404-60-00-5525 | LEGAL SERVICES | 5,500.00 | 5,500.00 | 0.00 | 5,476.00 | 24.00 | 0.44 % |
| | Expense Total: | 5,500.00 | 5,500.00 | 0.00 | 5,476.00 | 24.00 | 0.44% |
| | Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 0.00 | 5,476.00 | 24.00 | 0.44% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | | |
| Expense | | | | | | | |
| 501-80-00-5525 | LEGAL SERVICES | 2,000.00 | 2,000.00 | 441.60 | 3,388.07 | -1,388.07 | -69.40 % |
| | Expense Total: | 2,000.00 | 2,000.00 | 441.60 | 3,388.07 | -1,388.07 | -69.40% |
| | Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 2,000.00 | 2,000.00 | 441.60 | 3,388.07 | -1,388.07 | -69.40% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | | |
| Expense | | | | | | | |
| 601-70-00-5525 | LEGALS | 75,000.00 | 75,000.00 | 7,146.82 | 41,584.08 | 33,415.92 | 44.55 % |
| | Expense Total: | 75,000.00 | 75,000.00 | 7,146.82 | 41,584.08 | 33,415.92 | 44.55% |
| | Fund: 601 - BASTROP E.D.C. FUND Total: | 75,000.00 | 75,000.00 | 7,146.82 | 41,584.08 | 33,415.92 | 44.55% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | | |
| Expense | | | | | | | |
| 710-00-00-5525 | LEGAL SERVICES | 5,000.00 | 5,000.00 | 7,144.69 | 11,451.08 | -6,451.08 | -129.02 % |
| | Expense Total: | 5,000.00 | 5,000.00 | 7,144.69 | 11,451.08 | -6,451.08 | -129.02% |
| | Fund: 710 - HUNTERS CROSSING PID Total: | 5,000.00 | 5,000.00 | 7,144.69 | 11,451.08 | -6,451.08 | -129.02% |
| | Report Total: | 357,750.00 | 332,500.00 | 126,320.85 | 425,009.96 | -92,509.96 | -27.82% |

Group Summary

| Account Typ... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | |
| Expense | 260,250.00 | 235,000.00 | 109,782.34 | 342,898.80 | -107,898.80 | -45.91% |
| Fund: 101 - GENERAL FUND Total: | 260,250.00 | 235,000.00 | 109,782.34 | 342,898.80 | -107,898.80 | -45.91% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | |
| Expense | 10,000.00 | 10,000.00 | 1,805.40 | 20,211.93 | -10,211.93 | -102.12% |
| Fund: 202 - WATER/WASTEWATER FUND Total: | 10,000.00 | 10,000.00 | 1,805.40 | 20,211.93 | -10,211.93 | -102.12% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | |
| Expense | 5,500.00 | 5,500.00 | 0.00 | 5,476.00 | 24.00 | 0.44% |
| Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 0.00 | 5,476.00 | 24.00 | 0.44% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | |
| Expense | 2,000.00 | 2,000.00 | 441.60 | 3,388.07 | -1,388.07 | -69.40% |
| Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 2,000.00 | 2,000.00 | 441.60 | 3,388.07 | -1,388.07 | -69.40% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | |
| Expense | 75,000.00 | 75,000.00 | 7,146.82 | 41,584.08 | 33,415.92 | 44.55% |
| Fund: 601 - BASTROP E.D.C. FUND Total: | 75,000.00 | 75,000.00 | 7,146.82 | 41,584.08 | 33,415.92 | 44.55% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | |
| Expense | 5,000.00 | 5,000.00 | 7,144.69 | 11,451.08 | -6,451.08 | -129.02% |
| Fund: 710 - HUNTERS CROSSING PID Total: | 5,000.00 | 5,000.00 | 7,144.69 | 11,451.08 | -6,451.08 | -129.02% |
| Report Total: | 357,750.00 | 332,500.00 | 126,320.85 | 425,009.96 | -92,509.96 | -27.82% |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance | |
|-----------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------|----------------------|
| | | | | | Favorable (Unfavorable) | Percent Remaining |
| 101 - GENERAL FUND | 260,250.00 | 235,000.00 | 109,782.34 | 342,898.80 | -107,898.80 | -45.91% |
| 202 - WATER/WASTEWATER FUND | 10,000.00 | 10,000.00 | 1,805.40 | 20,211.93 | -10,211.93 | -102.12% |
| 404 - BASTROP POWER & LIGHT | 5,500.00 | 5,500.00 | 0.00 | 5,476.00 | 24.00 | 0.44% |
| 501 - HOTEL/MOTEL TAX FUND | 2,000.00 | 2,000.00 | 441.60 | 3,388.07 | -1,388.07 | -69.40% |
| 601 - BASTROP E.D.C. FUND | 75,000.00 | 75,000.00 | 7,146.82 | 41,584.08 | 33,415.92 | 44.55% |
| 710 - HUNTERS CROSSING PID | 5,000.00 | 5,000.00 | 7,144.69 | 11,451.08 | -6,451.08 | -129.02% |
| Report Total: | 357,750.00 | 332,500.00 | 126,320.85 | 425,009.96 | -92,509.96 | -27.82% |



City of Bastrop, TX

Item 10N.
Budget Report
Account Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2024

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | | |
| Expense | | | | | | | |
| 101-02-00-5525 | LEGAL SERVICES | 200,000.00 | 458,600.00 | 84,297.74 | 572,020.32 | -113,420.32 | -24.73 % |
| 101-09-10-5525 | LEGAL SERVICES | 0.00 | 0.00 | 0.00 | 5,273.26 | -5,273.26 | 0.00 % |
| 101-12-00-5525 | LEGAL SERVICES | 30,000.00 | 30,000.00 | 7,684.85 | 29,752.79 | 247.21 | 0.82 % |
| 101-70-00-5525 | LEGAL SERVICES | 0.00 | 0.00 | 871.35 | 871.35 | -871.35 | 0.00 % |
| | Expense Total: | 230,000.00 | 488,600.00 | 92,853.94 | 607,917.72 | -119,317.72 | -24.42% |
| | Fund: 101 - GENERAL FUND Total: | 230,000.00 | 488,600.00 | 92,853.94 | 607,917.72 | -119,317.72 | -24.42% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | | |
| Expense | | | | | | | |
| 202-35-10-5525 | LEGAL SERVICES | 10,000.00 | 10,000.00 | 17,706.87 | 85,483.85 | -75,483.85 | -754.84 % |
| | Expense Total: | 10,000.00 | 10,000.00 | 17,706.87 | 85,483.85 | -75,483.85 | -754.84% |
| | Fund: 202 - WATER/WASTEWATER FUND Total: | 10,000.00 | 10,000.00 | 17,706.87 | 85,483.85 | -75,483.85 | -754.84% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | | |
| Expense | | | | | | | |
| 404-60-00-5525 | LEGAL SERVICES | 5,500.00 | 5,500.00 | 111.66 | 5,214.58 | 285.42 | 5.19 % |
| | Expense Total: | 5,500.00 | 5,500.00 | 111.66 | 5,214.58 | 285.42 | 5.19% |
| | Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 111.66 | 5,214.58 | 285.42 | 5.19% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | | |
| Expense | | | | | | | |
| 501-80-00-5525 | LEGAL SERVICES | 2,000.00 | 2,000.00 | 1,875.60 | 11,469.86 | -9,469.86 | -473.49 % |
| | Expense Total: | 2,000.00 | 2,000.00 | 1,875.60 | 11,469.86 | -9,469.86 | -473.49% |
| | Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 2,000.00 | 2,000.00 | 1,875.60 | 11,469.86 | -9,469.86 | -473.49% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | | |
| Expense | | | | | | | |
| 601-70-00-5525 | LEGALS | 75,000.00 | 75,000.00 | 10,517.23 | 47,438.26 | 27,561.74 | 36.75 % |
| | Expense Total: | 75,000.00 | 75,000.00 | 10,517.23 | 47,438.26 | 27,561.74 | 36.75% |
| | Fund: 601 - BASTROP E.D.C. FUND Total: | 75,000.00 | 75,000.00 | 10,517.23 | 47,438.26 | 27,561.74 | 36.75% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | | |
| Expense | | | | | | | |
| 710-00-00-5525 | LEGAL SERVICES | 0.00 | 10,000.00 | 2,237.80 | 21,267.03 | -11,267.03 | -112.67 % |
| | Expense Total: | 0.00 | 10,000.00 | 2,237.80 | 21,267.03 | -11,267.03 | -112.67% |
| | Fund: 710 - HUNTERS CROSSING PID Total: | 0.00 | 10,000.00 | 2,237.80 | 21,267.03 | -11,267.03 | -112.67% |
| | Report Total: | 322,500.00 | 591,100.00 | 125,303.10 | 778,791.30 | -187,691.30 | -31.75% |

Group Summary

| Account Typ... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | |
| Expense | 230,000.00 | 488,600.00 | 92,853.94 | 607,917.72 | -119,317.72 | -24.42% |
| Fund: 101 - GENERAL FUND Total: | 230,000.00 | 488,600.00 | 92,853.94 | 607,917.72 | -119,317.72 | -24.42% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | |
| Expense | 10,000.00 | 10,000.00 | 17,706.87 | 85,483.85 | -75,483.85 | -754.84% |
| Fund: 202 - WATER/WASTEWATER FUND Total: | 10,000.00 | 10,000.00 | 17,706.87 | 85,483.85 | -75,483.85 | -754.84% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | |
| Expense | 5,500.00 | 5,500.00 | 111.66 | 5,214.58 | 285.42 | 5.19% |
| Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 111.66 | 5,214.58 | 285.42 | 5.19% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | |
| Expense | 2,000.00 | 2,000.00 | 1,875.60 | 11,469.86 | -9,469.86 | -473.49% |
| Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 2,000.00 | 2,000.00 | 1,875.60 | 11,469.86 | -9,469.86 | -473.49% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | |
| Expense | 75,000.00 | 75,000.00 | 10,517.23 | 47,438.26 | 27,561.74 | 36.75% |
| Fund: 601 - BASTROP E.D.C. FUND Total: | 75,000.00 | 75,000.00 | 10,517.23 | 47,438.26 | 27,561.74 | 36.75% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | |
| Expense | 0.00 | 10,000.00 | 2,237.80 | 21,267.03 | -11,267.03 | -112.67% |
| Fund: 710 - HUNTERS CROSSING PID Total: | 0.00 | 10,000.00 | 2,237.80 | 21,267.03 | -11,267.03 | -112.67% |
| Report Total: | 322,500.00 | 591,100.00 | 125,303.10 | 778,791.30 | -187,691.30 | -31.75% |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance | |
|-----------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------|----------------------|
| | | | | | Favorable (Unfavorable) | Percent Remaining |
| 101 - GENERAL FUND | 230,000.00 | 488,600.00 | 92,853.94 | 607,917.72 | -119,317.72 | -24.42% |
| 202 - WATER/WASTEWATER FUNE | 10,000.00 | 10,000.00 | 17,706.87 | 85,483.85 | -75,483.85 | -754.84% |
| 404 - BASTROP POWER & LIGHT | 5,500.00 | 5,500.00 | 111.66 | 5,214.58 | 285.42 | 5.19% |
| 501 - HOTEL/MOTEL TAX FUND | 2,000.00 | 2,000.00 | 1,875.60 | 11,469.86 | -9,469.86 | -473.49% |
| 601 - BASTROP E.D.C. FUND | 75,000.00 | 75,000.00 | 10,517.23 | 47,438.26 | 27,561.74 | 36.75% |
| 710 - HUNTERS CROSSING PID | 0.00 | 10,000.00 | 2,237.80 | 21,267.03 | -11,267.03 | -112.67% |
| Report Total: | 322,500.00 | 591,100.00 | 125,303.10 | 778,791.30 | -187,691.30 | -31.75% |



City of Bastrop, TX

Item 10N.

Budget Report

Account Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | | |
| Expense | | | | | | | |
| 101-02-00-5525 | LEGAL SERVICES | 200,000.00 | 200,000.00 | 184.00 | 42,052.03 | 157,947.97 | 78.97 % |
| 101-09-10-5525 | LEGAL SERVICES | 0.00 | 0.00 | 0.00 | -5,273.26 | 5,273.26 | 0.00 % |
| 101-12-00-5525 | LEGAL SERVICES | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 100.00 % |
| | Expense Total: | 230,000.00 | 230,000.00 | 184.00 | 36,778.77 | 193,221.23 | 84.01% |
| | Fund: 101 - GENERAL FUND Total: | 230,000.00 | 230,000.00 | 184.00 | 36,778.77 | 193,221.23 | 84.01% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | | |
| Expense | | | | | | | |
| 202-35-10-5525 | LEGAL SERVICES | 10,000.00 | 10,000.00 | 0.00 | 5,635.76 | 4,364.24 | 43.64 % |
| | Expense Total: | 10,000.00 | 10,000.00 | 0.00 | 5,635.76 | 4,364.24 | 43.64% |
| | Fund: 202 - WATER/WASTEWATER FUND Total: | 10,000.00 | 10,000.00 | 0.00 | 5,635.76 | 4,364.24 | 43.64% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | | |
| Expense | | | | | | | |
| 404-60-00-5525 | LEGAL SERVICES | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 100.00 % |
| | Expense Total: | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 100.00% |
| | Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 100.00% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | | |
| Expense | | | | | | | |
| 501-80-00-5525 | LEGAL SERVICES | 5,000.00 | 5,000.00 | 0.00 | 104.30 | 4,895.70 | 97.91 % |
| | Expense Total: | 5,000.00 | 5,000.00 | 0.00 | 104.30 | 4,895.70 | 97.91% |
| | Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 5,000.00 | 5,000.00 | 0.00 | 104.30 | 4,895.70 | 97.91% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | | |
| Expense | | | | | | | |
| 601-70-00-5525 | LEGALS | 75,000.00 | 75,000.00 | 525.23 | 7,158.45 | 67,841.55 | 90.46 % |
| | Expense Total: | 75,000.00 | 75,000.00 | 525.23 | 7,158.45 | 67,841.55 | 90.46% |
| | Fund: 601 - BASTROP E.D.C. FUND Total: | 75,000.00 | 75,000.00 | 525.23 | 7,158.45 | 67,841.55 | 90.46% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | | |
| Expense | | | | | | | |
| 710-00-00-5525 | LEGAL SERVICES | 5,000.00 | 5,000.00 | 9,916.43 | 10,231.83 | -5,231.83 | -104.64 % |
| | Expense Total: | 5,000.00 | 5,000.00 | 9,916.43 | 10,231.83 | -5,231.83 | -104.64% |
| | Fund: 710 - HUNTERS CROSSING PID Total: | 5,000.00 | 5,000.00 | 9,916.43 | 10,231.83 | -5,231.83 | -104.64% |
| | Report Total: | 330,500.00 | 330,500.00 | 10,625.66 | 59,909.11 | 270,590.89 | 81.87% |

Group Summary

| Account Typ... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 101 - GENERAL FUND | | | | | | |
| Expense | 230,000.00 | 230,000.00 | 184.00 | 36,778.77 | 193,221.23 | 84.01% |
| Fund: 101 - GENERAL FUND Total: | 230,000.00 | 230,000.00 | 184.00 | 36,778.77 | 193,221.23 | 84.01% |
| Fund: 202 - WATER/WASTEWATER FUND | | | | | | |
| Expense | 10,000.00 | 10,000.00 | 0.00 | 5,635.76 | 4,364.24 | 43.64% |
| Fund: 202 - WATER/WASTEWATER FUND Total: | 10,000.00 | 10,000.00 | 0.00 | 5,635.76 | 4,364.24 | 43.64% |
| Fund: 404 - BASTROP POWER & LIGHT | | | | | | |
| Expense | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 100.00% |
| Fund: 404 - BASTROP POWER & LIGHT Total: | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 100.00% |
| Fund: 501 - HOTEL/MOTEL TAX FUND | | | | | | |
| Expense | 5,000.00 | 5,000.00 | 0.00 | 104.30 | 4,895.70 | 97.91% |
| Fund: 501 - HOTEL/MOTEL TAX FUND Total: | 5,000.00 | 5,000.00 | 0.00 | 104.30 | 4,895.70 | 97.91% |
| Fund: 601 - BASTROP E.D.C. FUND | | | | | | |
| Expense | 75,000.00 | 75,000.00 | 525.23 | 7,158.45 | 67,841.55 | 90.46% |
| Fund: 601 - BASTROP E.D.C. FUND Total: | 75,000.00 | 75,000.00 | 525.23 | 7,158.45 | 67,841.55 | 90.46% |
| Fund: 710 - HUNTERS CROSSING PID | | | | | | |
| Expense | 5,000.00 | 5,000.00 | 9,916.43 | 10,231.83 | -5,231.83 | -104.64% |
| Fund: 710 - HUNTERS CROSSING PID Total: | 5,000.00 | 5,000.00 | 9,916.43 | 10,231.83 | -5,231.83 | -104.64% |
| Report Total: | 330,500.00 | 330,500.00 | 10,625.66 | 59,909.11 | 270,590.89 | 81.87% |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance | |
|-----------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------|----------------------|
| | | | | | Favorable (Unfavorable) | Percent Remaining |
| 101 - GENERAL FUND | 230,000.00 | 230,000.00 | 184.00 | 36,778.77 | 193,221.23 | 84.01% |
| 202 - WATER/WASTEWATER FUNE | 10,000.00 | 10,000.00 | 0.00 | 5,635.76 | 4,364.24 | 43.64% |
| 404 - BASTROP POWER & LIGHT | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 100.00% |
| 501 - HOTEL/MOTEL TAX FUND | 5,000.00 | 5,000.00 | 0.00 | 104.30 | 4,895.70 | 97.91% |
| 601 - BASTROP E.D.C. FUND | 75,000.00 | 75,000.00 | 525.23 | 7,158.45 | 67,841.55 | 90.46% |
| 710 - HUNTERS CROSSING PID | 5,000.00 | 5,000.00 | 9,916.43 | 10,231.83 | -5,231.83 | -104.64% |
| Report Total: | 330,500.00 | 330,500.00 | 10,625.66 | 59,909.11 | 270,590.89 | 81.87% |

RESOLUTION NO. R-2025-51

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING A AMENDMENT TO THE RULES OF PROCEDURE BY ADDING SECTION 2.16 COUNCIL USE OF LEGAL SERVICES ; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council has a goal of transparency as it relates to budget and legal expenses; and

WHEREAS, the Council has a goal to set spending limits amongst the members of the Council in an attempt to increase transparency and collaboration; and

WHEREAS, the Council has a duty to ensure public funds are spent in a responsible manner; and

WHEREAS, the City Council finds that it is necessary and proper to enact this Resolution.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council authorizes the amendment to the Rules of Procedure as shown in Exhibit A

Section 3. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. This Resolution shall be in full force and effect from and after its passage.

Section 5. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as

required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 25th day of February, 2025.

THE CITY OF BASTROP, TEXAS:

John Kirkland, Mayor Pro-Tem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A

2.16 Council Use of Legal Services The Council shall have a personal identification number, PIN, assigned each fiscal year that corresponds to a fixed dollar amount, determined by Council at each budget appropriation, that shall be used when the services of the City Attorney are sought. If funds are expended prior to the end of the budget period, the Council Member shall request an agenda item before the entire council to seek additional funds.



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on Resolution No. R-2025-33, accepting a donation for engineered wood fiber kiddie mulch for Bob Bryant Park Playground and Kerr Community Park playground in the amount of \$17,057 from Ascension Catholic Church as part of the Toyota Way Forward Fund Grant.

AGENDA ITEM SUBMITTED BY:

Submitted by: Terry Moore, Parks & Recreation Director

BACKGROUND/HISTORY:

Currently the playgrounds at Bob Bryant Park and Kerr Community Park have pea gravel as the landing surfacing under the playscape areas.

Local Toyota Dealer Carlos Liriano nominated the Ascension Catholic Church for the funding from Toyota Way Forward Fund as part of the community engagement grant cycle March 2024-June 2025. This foundation awards community engagement grants as part of Toyota's commitment to reducing brain injury via safety, awareness and prevention. Ascension Catholic Church received one of the two grants awarded in the nation.

Staff has been working with the grant committee, Priscilla Ruiz, Debbie Moore and Carlos Liriano to determine the need and cost of replacing the gravel in the above mentioned playground areas with the better product of engineered wood fiber kiddie mulch.

POLICY EXPLANATION

The City of Bastrop's Finance Policy requires all donation to be formally accepted by the City Council.

RECOMMENDATION:

Staff recommends approving Resolution No R-2025-33 for the donation of \$17,057, (Eleven Thousand and Fifty-Seven Dollars) to purchase and install the Engineered Wood Fiber Kiddie Mulch for Bob Bryant Park and Kerr Community Center Playgrounds.

ATTACHMENTS:

1. Resolution No. R-2025-33

RESOLUTION NO. R-2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING A DONATION FOR ENGINEERED WOOD FIBER KIDDIE MULCH FOR BOB BRYANT PARK PLAYGROUND AND KERR COMMUNITY PARK PLAYGROUND IN THE AMOUNT OF SEVENTEEN THOUSAND AND FIFTY-SEVEN DOLLARS, (\$17,057) FROM ASCENSION CATHOLIC CHURCH AS PART OF THE TOYOTA WAY FORWARD FUND; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the need and value to provide safe amenities in its city parks; and

WHEREAS, the City of Bastrop understands the high public use of the playgrounds in Bob Bryant Park and Kerr Community Park; and

WHEREAS, the Engineered Wood Fiber is a high impact absorbing, firm and slip resistant surface; and

WHEREAS, the Toyota Way Forward Foundation awards community grants for safety, awareness, and prevention of pediatric brain trauma;

WHEREAS, the City of Bastrop, through Ascension Catholic Church is one of two communities across the nation to receive this grant; and

WHEREAS, accepting this donation will assist the city in providing a safe place to play in the City of Bastrop.

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

SECTION 1. All the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2. The City Manager is hereby authorized to execute all necessary documents, authorizing accepting the donation from Toyota Way Forward through Ascension Catholic Church in the amount of \$17,057 for the purchase of engineered wood fiber kiddie mulch.

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

SECTION 4. Should any portion or part of this Resolution be held for any reason invalid or

unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

SECTION 5. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

SECTION 6. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this the **25th** day of **FEBRUARY 2025.**

CITY OF BASTROP, TEXAS

John Kirkland, Mayor-Pro Tem

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on Resolution No. R-2025-40 ratifying an application for the SFY 2024-2025 Flood Infrastructure Fund (FIF) for a grant of \$14,988,181 (fourteen million nine hundred eighty-eight thousand one hundred eighty-one dollars) for flood mitigation improvements along Gills Branch, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents: providing for a repealing clause, findings of fact, severability, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

Engineering staff applied for a grant opportunity with the SFY 2024-2025 Flood Mitigation Infrastructure Fund in April 2024.

This grant, if awarded, would provide for flood mitigation improvements that will reduce the flooding area from 154 acres to approximately 35 acres of impact, reducing overflows occurring in the Gills Branch Tributary (Gills Branch Watershed) by reducing the overall flooding area and risk of flood damage to existing structures within the project area. The project would remove 242 structures from the 1% ACE floodplain, including 170 residential structures (1,050 people) and one critical facility. The proposed project will also protect major and minor access routes in floodplain and emergency service access to EMS, police, and fire, allowing emergency services access to the entire administrative area.

There is no requirement for matching funds from the City.

RECOMMENDATION:

Laura Allen, Assistant Finance Director, recommends approving Resolution No. R-2025-40 of the City Council of the City of Bastrop, Texas, ratifying an application for the SFY 2024-2025 Flood Infrastructure Fund (FIF) for a grant of \$14,988.181 (fourteen million nine hundred eighty-eight thousand one hundred eighty-one dollars) for flood mitigation improvements along Gills Branch, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents: providing for a repealing clause, findings of fact, severability, and establishing an effective date.

ATTACHMENTS:

1. Resolution No. R-2025-40
2. Exhibit A:

RESOLUION NO. R-2025-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RATIFYING AN APPLICATION FOR THE SFY 2024-2025 FLOOD INFRASTRUCTURE FUND (FIF) FOR A GRANT OF \$14,988,181 (FOURTEEN MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS) FOR FLOOD MITIGATION IMPROVEMENTS ALONG GILLS BRANCH, AS ATTACHED IN EXHIBIT A, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS, PROVIDING FOR A REPEALING CLAUSE, FINDINGS OF FACT, SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, the City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, the City Council of the City of Bastrop, Texas understands the importance of applying for grant funds to lessen the financial burden of the citizens; and

WHEREAS, the proposed Flood Mitigation Project would reduce the flooding area of impact for the citizens of Bastrop; and

WHEREAS, the need to submit the application was necessary to meet the application deadlines and be considered for award.

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

Section 1. The City Manager is hereby authorized to submit an application for SFY 2024-2025 Flood Infrastructure Fund for a grant of \$14,988,181 for flood mitigation improvements along Gills Branch.

Section 2. The grant application is ratified as of February 25, 2025.

Section 3. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that 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 regulated.

Section 4. Findings of Fact: The foregoing recitals are incorporated into this resolution (“Resolution”) by reference as findings of fact as if expressly set forth word-for-word herein.

Section 5. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 6. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas, on the 25th day of February, 2025.

APPROVED:

John Kirkland, Mayor Pro-Tem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

SFY 2024-2025 Flood Infrastructure Fund

Abridged Application

Due 4/15/2024 at 11:59pm Item 10P.
 Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review. Please reference the [SFY 2024-2025 Flood Infrastructure Fund \(FIF\) Intended Use Plan \(IUP\)](#) for further explanation of all information and questions included herein.

GENERAL INFORMATION

| | | |
|--|-------|-------------------------|
| Entity Name | | |
| Bastrop | | |
| Entity Type (City, County, District, etc.) | | |
| City | | |
| Primary Contact - Who should TWDB contact with questions during the review of this submission? | Name | Elizabeth Wick |
| | Title | Project Manager |
| | Phone | 512-332-8932 |
| | Email | ewick@cityofbastrop.org |

PROJECT INFORMATION

| | |
|--|---|
| Project Name (as Referred to by Applicant) | Gills Branch Flood Mitigation Improvements |
| Regional Flood Planning Area (01-15) | 10 |
| Indicate Type: FME/FMP/FMS under 31 TAC § 361.10 (Only one type per abridged application) | <input type="checkbox"/> FME <input checked="" type="checkbox"/> FMP <input type="checkbox"/> FMS |
| Full Name of FME/FMP/FMS as presented in the Regional Flood Plan | Gills Branch Flood Mitigation Improvements |
| Unique 9-digit FME/FMP/FMS ID (Example: 013000001) from the associated Regional Flood Plan | 103000005 |
| Is the geographic scope, project scope, and all the expected benefits of the project in this abridged application the same as those presented in the Regional Flood Plan? See the online link to review the associated project information and data. FME List FMP List FMS List Project scopes and claimed project benefits will be verified against the actual projects in the Regional Flood Plan during the application process. Any projects that are subsequently found to diverge from the information presented in this Abridged Application may be subject to reprioritization and/or removal from the prioritization list, regardless of their initial prioritization. Therefore, it is important that all project information be presented accurately in this abridged application. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If 'NO', please explain below why and generally explain how the project scope and/or benefits are different than what is presented in the Regional Flood Plan. If 'NO', applicant <u>must</u> also fill in Attachment No. 3 with all project information including the items that are different compared to the information presented in the Regional Flood Plan. |
| NOTE: Regional flood planning data included in the draft FIF IUP materials, including associated with the abridged application, is not final and remains subject to change based on the final, Board-approved Regional Flood Plans. | |
| NOTE: Abridged Applications submitted with partial projects from the regional flood plan will be considered ineligible for the FIF (except for phased projects). | |

FEDERAL AWARD MATCHING FUNDS

| | |
|---|---|
| Requesting Federal Matching Award Funds? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Name of Federal Grant Program | |
| Date of Federal Application Submission | |
| Date of actual or anticipated selection or award | |
| NOTE: Federal application must have been submitted by Abridged Application submission date, and federal funds must be awarded by TWDB commitment date. | |

BUDGET DETAILS

| | |
|---|---------------|
| Financing Requested from Federal Sources - Federal Agency Name: FEMA - Disaster Number (if associated with disaster funding): DR-4485 | \$0 |
| Financing from Other Sources (Examples: All cash/loan/bond proceeds/non-federal grants, etc.) | \$ 0 |
| Amount Requested from TWDB | \$ 14,988,181 |
| Total Project Cost (Federal Funds + Other Sources + TWDB Request) | \$ 14,988,181 |

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization. The numbered minimum standards reference the corresponding standard within the IUP.

| CHECKLIST | MINIMUM STANDARDS |
|---------------------------------------|---|
| <input checked="" type="checkbox"/> | <p><u>Regional Flood Plan</u> The project is specifically recommended in the corresponding Regional Flood Plan; the associated, unique, 9-digit ID and name has been provided; and any deviations in the benefits or geographic or other scope of the abridged application from the project that is presented in the Regional Flood Plan are noted, explained, and changed data provided in the associated Attachment No. 3.</p> |
| <input checked="" type="checkbox"/> | <p><u>1. Benefit/Cost Ratio (BCR)</u> For construction-oriented projects, including those with only planning, acquisition, and design (PAD) phases, the benefit-cost ratio (BCR) of the proposed project is ≥ 1.0, or the applicant must provide a detailed explanation for why the applicant considers the project to be justified, including a discussion of the primary benefits of the project, if any, that could not be quantified and were therefore not included in the BCR calculation. Please provide the following:</p> <ul style="list-style-type: none"> • A description of the BCA methodology (See example templates here, including the specific analysis tool and version used). • Documentation of assumptions/parameters used to generate the BCA. • A detailed BCA calculation. Applicant must provide all digital input files for BCA (e.g., Excel BCA Input Tool Run or additional calculations used in Excel or other formats) • Identify and explain the responsible party for operation and maintenance (O&M) of the infrastructure and from what funding source O&M will be provided. O&M costs should be included within the BCA. |
| OR <input type="checkbox"/> | OR |
| | N/A for FME Category, FMS Category, and potentially federal award matching fund projects (See the “Federal Award Matching Funds” section of the IUP for details). |

| CHECKLIST | MINIMUM STANDARDS |
|--|---|
| <input checked="" type="checkbox"/> OR <input type="checkbox"/> | <p>2. Memorandum of Understanding (MOU) If the project is a flood control project (as defined in 31 TAC § 363.402(3)), and the project watershed is partially located outside the political subdivision making the application, attach the following information:</p> <ul style="list-style-type: none"> A list of all eligible political subdivisions that will be required to approve and sign an MOU (all eligible political subdivisions, as defined in the IUP, within the project watershed). A certification that the applicant has provided a copy of the proposed MOU and an adequately detailed description of the proposed project to all eligible political subdivisions on the list. PDF maps and GIS/KMZ files for all proposed project components and all boundaries for cities, districts, etc. within the proposed project watershed area. <p style="text-align: center;">OR</p> <p>N/A for projects that are not flood control projects, including FMEs, or projects where the project watershed lies wholly within the applicant’s boundaries.</p> |
| <input checked="" type="checkbox"/> AND <input checked="" type="checkbox"/> | <p>3. Affidavit (a) The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located, and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.</p> <p style="text-align: center;">AND</p> <p>(b) Applicant is aware of the affidavit requirements for the full/complete application and has or will fulfill all applicable requirements</p> |
| <input checked="" type="checkbox"/> | <p>4. Redundant Funding The funding request does not include redundant funding for activities already performed and/or funded through another source.</p> |
| <input checked="" type="checkbox"/> OR <input type="checkbox"/> | <p>5. National Flood Insurance Program (a) The area to be benefitted by the proposed project has floodplain management ordinances in place and the appropriate entity is currently enforcing floodplain management standards at least equivalent to the National Flood Insurance Program (NFIP) minimum standards.</p> <p style="text-align: center;">OR</p> <p>(b) Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.</p> |
| <input checked="" type="checkbox"/> | <p>6. Best/Most Recent Available Data The proposed project was developed using the best and most recent available data.</p> |
| <input checked="" type="checkbox"/> OR <input type="checkbox"/> | <p>7. Request for Constructions Funds (a) Operations and maintenance (O&M) costs associated with proposed facilities have been considered; AND, (b) Floodwater capture techniques have been considered.</p> <p style="text-align: center;">OR</p> <p>N/A for projects that are not requesting construction funds.</p> |
| <input type="checkbox"/> OR <input checked="" type="checkbox"/> | <p>Additional Requirements for Flood Management Evaluation (FME) Category Applicant is aware that prior to the complete application, but not prior to the submittal of the abridged application, applicants must notify all cities, counties, non-profit water supply corporations, regional planning agencies, regional water planning groups, and all districts and authorities created under the Texas Constitution, Article III, Chapter 52, or Article XVI, Chapter 59, in the planning area by certified mail that an application for planning assistance is being filed with the TWDB.</p> <p style="text-align: center;">OR</p> <p>N/A for projects that do not fall within the Flood Management Evaluation (FME) Category.</p> |
| <input type="checkbox"/> | <p>Additional Requirements for Flood Management Strategy (FMS) Category The following is required in the abridged application for FMS Category non-study funding applications, which include construction-oriented projects and implementation projects, such as regulatory changes, flood warning improvements, emergency action plans, and education campaigns:</p> <ul style="list-style-type: none"> Detail of the current flood risk in the project area. Detail of the revised flood risk of the project area if the project is constructed/implemented. The level of protection (i.e., 4%, 2%, 1% annual chance storm events) provided by the proposed project must be reported, when possible. For example, some implementation projects (like regulatory changes) may have defined levels of protection, others (like education campaigns) may not. <p>The following is required in the abridged application for roadway construction-oriented projects:</p> <ul style="list-style-type: none"> Roadway classification |

| CHECKLIST | MINIMUM STANDARDS |
|---|---|
| <p>OR</p> <p><input checked="" type="checkbox"/></p> | <ul style="list-style-type: none">• Traffic count• Detour distances• Accident data• Inundation risk including depths and velocities during 50%, 10%, 4%, 2%, 1% and 0.2% annual chance storm events. <p>The following is required in the abridged application for Flood Early Warning Systems (FEWS) construction-oriented projects:</p> <ul style="list-style-type: none">• Quantitative information on the population impacted. <p style="text-align: center;">OR</p> <p>N/A for projects that do not fall within the Flood Management Strategy (FMS) Category.</p> |

DESCRIPTION OF PROPOSED PROJECT

Please be sure this description includes all major project components and clearly states what the project seeks to accomplish.

History of Flooding and Analyses

The City of Bastrop (population 11,189) is home to the Colorado Tributary of Gills Branch. Gills Branch has a contributing drainage area of 2.8 square miles that encompasses the downtown area with the headwaters extending approximately a half-mile northeast of the City limits. Gills Branch meanders through the historic downtown flowing southwest through the City until its confluence with the Colorado River, just downstream of Texas State Highway (SH) 71. The City has historically experienced flooding along Gills Branch during heavy rainfall storm events. The City observed significant flooding during the 2015 Memorial Day weekend floods due to a lack of conveyance capacity of the creek/channel. Gills Branch frequently overflows as the channel does not contain a 25-year storm event. A 100-year storm event causes Gills Branch to overflow its channel banks causing flooding impacts on approximately 154 acres of in the City of Bastrop. The flooding impacts approximately 362 structures. Impacts include roadway flooding, lot flooding, and buildings becoming inundated with flood waters.

Extensive studies, including: the Regional Flood Plan; Bastrop County Flood Protection Planning (FPP) study; 1-dimensional (1D) hydraulic analysis of the watershed; and 2-dimensional (2D) hydraulic analysis determining the complex overflow leaving the Gills Branch and subsequent flows to the west through the City, indicated the impact to the at-risk structures, and established that the channel size is substantially undersized, with approximately 1,850 CFS overflowing along the western bank during a 1% ACE. Additional 2D analyses were conducted along with conceptual flood mitigation solutions to minimize the channel overflow.

Proposed Scope of Work

The City of Bastrop requests \$14,988,181 for the proposed Flood Mitigation Project (FMP), which will include: approximately 5,050 linear feet of channel benching (nature-based); 175 linear feet of channel improvements (nature-based); roadway capacity improvements for roadway creek crossings located at Pine Street, Chestnut Street, and Farm Street; and landscape wall improvements. The existing creek crossings are currently box culverts we propose to widen with bridge structures to allow more flow underneath these roadways. These flood mitigation improvements will reduce the flooding area from 154 acres to approximately 35 acres of impact, reducing overflows occurring in the Gills Branch Tributary (Gills Branch Watershed) by reducing the overall flooding area and risk of flood damage to existing structures within the project area. The project will remove 242 structures from the 1% ACE floodplain, including 170 residential structures (1,050 people), and one critical facility. The proposed project will protect major and minor access routes in floodplain and emergency service access to EMS, police, and fire, allowing emergency services access to the entire administrative area.

The proposed scope/budget includes:

- Professional Services: Engineering Design, Permitting and Construction/Bid Phase Services
- Land Acquisition
- Construction

This project was submitted through the HMGP DR-4485, however, no selection has been made at this time. In preparation for the HMGP submittal, costs were refined and increased according to further scoping of the project.

Nature Based and Additional Benefits

The Gills Branch Flood Mitigation Improvements project has a total project area that encompasses almost 16 acres. Approximately 10.7 acres, or 69% of the project area, will be vegetated with native riparian grass mix along the stream corridor. Open green space will be located outside of the creek corridor in the uplands area and encompasses approximately 2.93 acres, or 18% of the project area, and will be vegetated with upland native grass seed with a variety of upland native grass seeding. Costs for nature-based benefits are outlined in the attached OPPC, and estimated at \$6,860,720, or approximately 45.8% of the proposed project total.

INFORMATION FOR GRANT FUNDING - Provide information for the applicable level of grant funding.

Flood Management Evaluation¹ (FME) Category:

| Grant Qualifier | Applicant Response |
|--|--------------------|
| <p>What is the AMHI (weighted average based on population) of the project area?</p> <p>If requesting grant funds that rely on a calculation of the AMHI, then <u>attach the calculation</u> of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas, such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.</p> | N/A |

Flood Mitigation Project² (FMP) and Flood Management Strategy³ (FMS) Categories:

| Grant Qualifier | Applicant Response |
|--|--------------------|
| <p>What is the AMHI (weighted average based on population) of the project area?</p> <p>If requesting grant funds that rely on a calculation of the AMHI, then <u>attach the calculation</u> of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas, such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.</p> | 81% |
| <p>For consideration as a Rural Applicant:</p> <p>Are you an eligible entity based on the definition below? If so, please identify the applicable category below or provide an explanation under (D):</p> <p>(A) a nonprofit water supply or sewer service corporation created and operating under Chapter 67 of the Texas Water Code or a district or authority created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, no part of the service area of which is located in an urban area with a population of more than 50,000;</p> <p>(B) a municipality:</p> <p style="padding-left: 20px;">(i) with a population of 10,000 or less; or</p> <p style="padding-left: 20px;">(ii) located wholly in a county in which no urban area has a population of more than 50,000;</p> <p>© a county in which no urban area has a population of more than 50,000; or</p> <p>(D) an entity that:</p> <p style="padding-left: 20px;">(i) is a nonprofit water supply or sewer service corporation created and operating under Chapter 67 of the Texas Water Code, a district or authority created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, a municipality, county, or other political subdivision of the state, or an interstate compact commission to which the state is a party; and</p> <p style="padding-left: 20px;">(ii) demonstrates in a manner satisfactory to the board that the entity is rural or the area to be served by the project is a wholly rural area despite not otherwise qualifying under Paragraph (A), (B), or (C).</p> | N/A |
| <p>For consideration as a Green or Nature-Based project:</p> <p>What is the percentage of total project costs that are considered green or nature-based? <u>The calculation must be attached.</u></p> | 45.8% |

¹ 31 TAC § 361.10 Flood Management Evaluation (FME)--A proposed study to identify and assess and quantify flood risk or identify, evaluate, and recommend flood risk reduction solutions.

² 31 TAC § 361.10 Flood Mitigation Project (FMP)--A proposed project, both structural and non-structural, that has a non-zero capital costs or other non-recurring cost and that when implemented will reduce flood risk, mitigate flood hazards to life or property.

³ 31 TAC § 361.10 Flood Management Strategy (FMS)--Flood risk reduction solution ideas and strategies that do not belong in FME or FMP categories. Examples may include regulatory enhancements, development of entity-wide buyout programs, and public outreach and education.

SELECT QUESTIONS FOR PRIORITIZATION CRITERIA

| Criteria | Applicant Response |
|---|--|
| <u>TIEBREAKER: Social Vulnerability Index (SVI)</u> | Average SVI of benefitting area: 0.46 Geographic basis: <input checked="" type="checkbox"/> Census Tracts <input type="checkbox"/> Counties <i>Please attach a list of the selected geographies and an explanation of why they were selected.</i> |

ADDITIONAL INFORMATION FOR THE FLOOD INFORMATION CLEARINGHOUSE COMMITTEE

This form is not required for submittal of a SFY 2024-2025 FIF Abridged Application.

Responses to the following questions, along with other information included in this Abridged Application, will be shared with the Flood Information Clearinghouse Committee (FLICC). The FLICC is a cooperative effort between the TWDB, General Land Office (GLO), Texas Division of Emergency Management (TDEM), and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised on other available funding opportunities for this project and given instructions on how to apply to relevant programs. Please visit the FLICC website for more information: www.texasfloodclearinghouse.org

| | |
|--|---|
| Type of Assistance Requested (Check all that apply): | <input type="checkbox"/> Low Interest Loan <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Loan/Grant Combination <input type="checkbox"/> Local Match for Federal Funding |
| Is the application requesting funds for the local cost share of a federally funded project? If yes, what is the name of the program? | <input type="checkbox"/> Yes, Name of program: <input checked="" type="checkbox"/> No |
| Associated FEMA disaster name and number (if applicable). | |
| County(ies) in which the project is located. | Bastrop County |
| Does the applicant have an approved Hazard Mitigation Plan? | Yes |
| Is the community to be served by the project in good standing with the National Flood Insurance Program (NFIP)? | Yes |
| Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event? | No |
| Will this project mitigate a repetitive or severe repetitive loss property? | Yes |

ATTACHMENT CHECKLIST

| Complete | N/A | Attachment Description |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Benefit-Cost Ratio</u> – BCR required information (See “Minimum Standards”). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Memorandum of Understanding</u> – MOU required information (See “Minimum Standards” and Attachment No. 1). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Maps</u> – Maps detailing project or study area boundaries, all proposed project components, HUC12, and all boundaries for cities, districts, etc. within the proposed project watershed area (See “Minimum Standards”): <ul style="list-style-type: none"> • FME Category: PDF maps and GIS files must be submitted. • FMP Category: PDF maps and GIS/KMZ files must be submitted. • FMS Category: PDF maps and GIS/KMZ files must be submitted. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>National Flood Insurance Program</u> – A pdf copy of (or a link to) ordinances demonstrating the area to be primarily benefitted by the proposed project has floodplain ordinances in place at least equivalent to NFIP minimum standards (See “Minimum Standards”). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>National Flood Insurance Program</u> – Certification on enforcing floodplain management standards for all applicable areas (See Attachment No. 1). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Best/Most Recent Data</u> – Documentation indicating the best/most recent data was used in the development of the proposed project (See “Minimum Standards”). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Average Median Household Income</u> – If requesting grant funds that rely on a calculation of the AMHI, then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP (See “Information for Grant Funding”). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Social Vulnerability Index</u> – List and explanation of geographies used to determine average SVI (See “Select Questions for Prioritization Criteria”). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Federal Award Matching Funds Projects Only</u> - Documentation of an existing federal award pending availability of local match or submission of application for federal award (See “Project Information”). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Construction Projects Only</u> – Description of the anticipated funding source for operations and maintenance costs (See “Minimum Standards”). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Flood Management Strategy Category Only</u> – Additional required information for FMS Category (See “Minimum Standards”). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>For Green or Nature-Based Projects Only</u> – Documentation showing the calculation of the total project costs that are considered green or nature-based (See “Information for Grant Funding”). |
| <input type="checkbox"/> | <input type="checkbox"/> | <u>Optional Item</u> – Additional Information for the Flood Information Clearinghouse Committee (FLICC) (See “Additional Information for the Flood Information Clearinghouse Committee”). |

SUBMITTAL

I, Sylvia Carrillo (Name), City Manager (Title), as the designated authorized representative of the CITY OF BASTROP (Entity), hereby approve and authorize the submission of this abridged application to the Texas Water Development Board. I certify that all information contained herein is true and correct to the best of my knowledge, that all minimum standards applicable at this stage of submission for the proposed project have been met, and that all required attachments have been included. I understand the failure to submit a complete abridged application by the stated deadlines may result in the withdrawal of the abridged application without review.

ATTACHMENT 1: CERTIFICATIONS

| | |
|---|---|
| <p>Certification on MOUs (See Minimum Standard No. 2)</p> <p>If no MOUs will be required, check here: <input type="checkbox"/></p> | <p>I, <u>Sylvia Carrillo</u> (Name), serving as <u>City Manager</u> (Title) hereby certify that <u>Elizabeth Wick</u> (Applicant) has provided all eligible political subdivisions, that will be required to submit a Memorandum of Understanding, a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project.</p> <p><u>[Signature]</u> <u>4/15/2024</u> Signature Date</p> |
|---|---|

| | |
|--|---|
| <p>Certification on Enforcing Floodplain Management Standards (See Minimum Standard No. 5)</p> <p>Exception: The <u>only</u> exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: <input type="checkbox"/></p> | <p>I, <u>FABÍOLA M. DE CARVALHO</u> (Name), serving as <u>EXECUTIVE DIRECTOR OF ENGINEERING</u> (Title) hereby certify that <u>CITY OF BASTROP</u> (Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but those may exceed the NFIP minimum standard.</p> <p><u>[Signature]</u> <u>4/15/2024</u> Signature Date</p> |
|--|---|

ATTACHMENT 2: Memorandum of Understanding Template

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the <<GOVERNING BODY>> of <<ENTITY A>> (the “<<ENTITY A>>”) and the <<GOVERNING BODY>> of <<ENTITY B>> (the “<<ENTITY B>>”). <<MAY INCLUDE ADDITIONAL GOVERNING BODIES/POLITICAL SUBDIVISIONS OR MAY DEVELOP INDIVIDUAL MOUs WITH EACH POLITICAL SUBDIVISION WITHIN THE WATERSHED (see instructions in FIF IUP)>>

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, <<ENTITY A>> has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, <<ENTITY A>> has determined that the watershed in which the project is located is partially located outside of <<ENTITY A>> and within the jurisdiction of <<ENTITY B>>; and

NOW THEREFORE, in consideration of the benefits to the <<APPLICABLE/NAME OF>> Watershed and the State of Texas, <<ENTITY A>> and <<ENTITY B>> agree to the following:

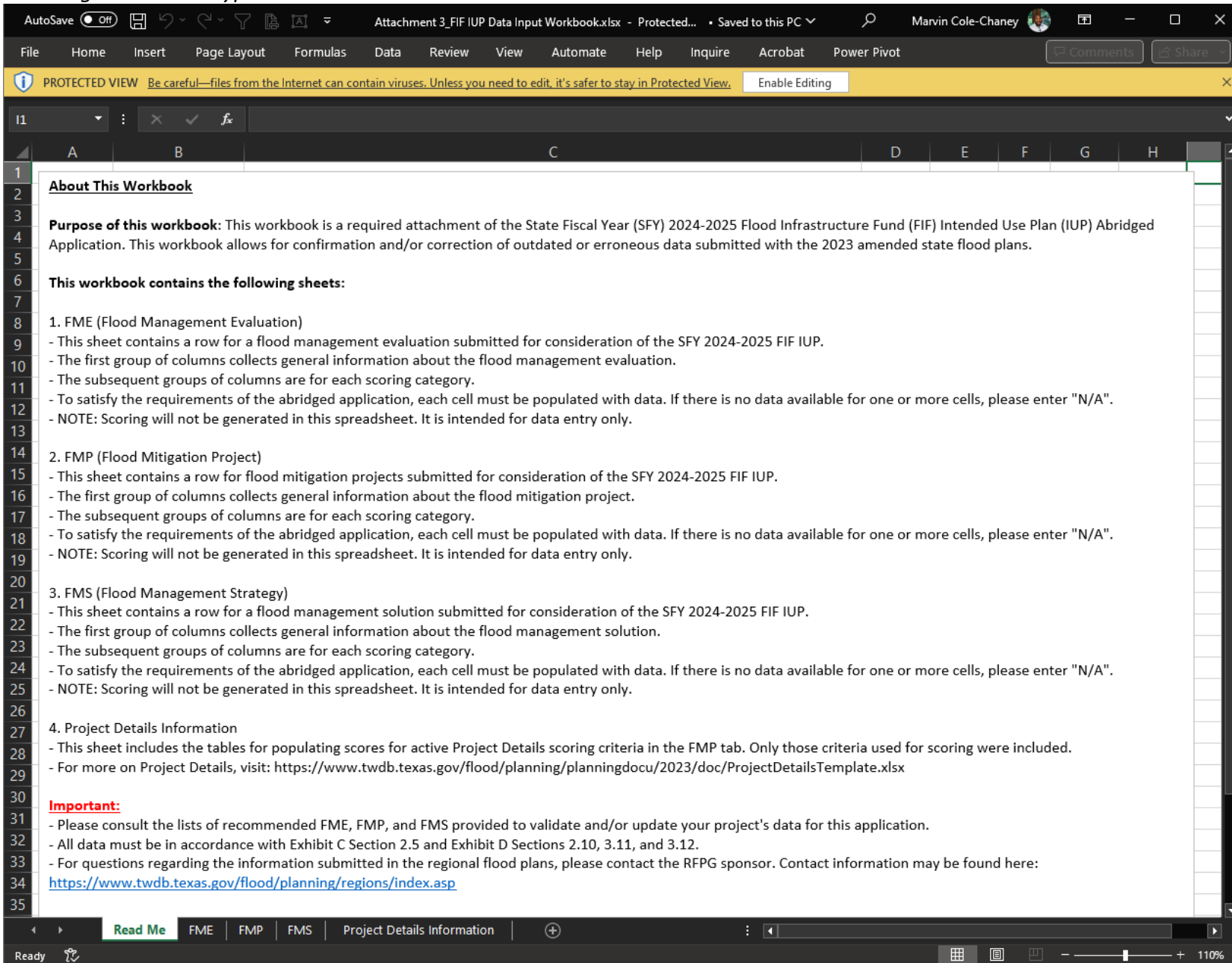
1. <<ENTITY A>> will provide <<ANNUAL/QUARTERLY/MONTHLY>>progress updates to <<ENTITY B>> as the project develops and changes.
2. <<ENTITY A>> will notify <<ENTITY B>> of any potential change in impacts to <<ENTITY B>> within the <<QUARTER/MONTH>> of the identified change.
3. <<ENTITY B>> will provide constructive input to <<ENTITY A>> as the project develops and changes.
4. <<ENTITY A>> and <<ENTITY B>> will work cooperatively for the management of the <<NAME OF WATERSHED>>.

<<Responsible Official for Entity A, including Title>>
<<Entity A>>

<<Responsible Official for Entity B>>
<<Entity B>>

ATTACHMENT 3: Updated Project Information for Consideration

The image below is a hyperlink.





STAFF REPORT

MEETING DATE: February 25th, 2025

TITLE:

Consider action to approve Resolution No. R-2025-45 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from the Department of Justice (JAG) for Seventy-two thousand, seventy-two dollars and fifteen cents (\$72,072.15) for a FARO Focus Core 3D scanner, with a battery power block, tripods, 360-degree camera, Panocam mount, software, subscriptions, and 16 hours of training, with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop Police Department is seeking funding to purchase a FARO Focus Core 3D scanner, with a battery power block, tripods, 360-degree camera, Panocam mount, and software, subscriptions, and 16 hours of training for \$72,072.15. This technology will assist our department with intelligence-based investigating. The scanner will assist our detectives (and a future Crime Scene Technician) with scene scanning, 360-degree photographs, show evidence placement, bullet trajectories, and with blood pattern analysis. The mapping software can integrate drone images for large or open area scenes. The scanner will be used for crash reconstruction. What could take our detectives hours to photograph and hand scale at a scene; will take only minutes for the scanner. The scanner will take approximately 1 minute to 5 minutes (depending on the quality of resolution selected) to scan from each position. This type of technology will provide fast and reliable evidence that will contribute to more efficient investigations and quality documentation for the prosecution.

FISCAL IMPACT:

No matching funds from the City of Bastrop

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2025-45 of the City Council of the City of Bastrop, Texas, approving the submittal of grant funds to the Department of Justice in the amount of Seventy-two thousand, seventy-two dollars and fifteen cents (\$72,072.15) for a FARO Focus Core 3D scanner.

ATTACHMENTS:

1. Resolution number: 2025-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A GRANT TO THE DEPARTMENT OF JUSTICE (JAG) FOR A 3D SCANNER AT A TOTAL COST OF SEVENTY-TWO THOUSAND, SEVENTY-TWO DOLLARS AND FIFTEEN-CENTS (\$72,072.15); AUTHORIZING THE CHIEF OF POLICE AS THE GRANTS AUTHORIZING OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop and the officers, that the City of Bastrop Police Department apply for a grant from the Department of Justice for Seventy-two thousand, seventy-two dollars and fifteen cents (\$72,072.15) for a FARO Focus Core 3D scanner with no matching funds from the city of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Department of Justice funds, the City of Bastrop City Council assures that the funds will be returned to the Department of Justice (DOJ-JAG) – Criminal Justice Division in full; and

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

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

Section 1: The City Council of the City of Bastrop approves the City of Bastrop Police Department’s application to the Department of Justice for a grant for FARO Focus Core 3D scanner.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2025.

APPROVED:

Mayor Pro-Tem John Kirkland

ATTEST:

Victoria Psencik, Interim City Secretary

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

MEETING DATE: February 25th, 2025

TITLE:

Consider action to approve Resolution No. R-2025-44 of the City Council of the City of Bastrop, Texas, that approves the city of Bastrop to apply for a grant from the Department of Justice (JAG) for ten thousand, three hundred, sixty-one dollars and eighty-eight cents (\$10,361.88) for an aerial drone, with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop Police Department is seeking funding to continue our drone program and update our outdated equipment. The police department has one licensed drone pilot, one pending drone pilot and a private pilot; we are looking to add an updated aerial drone to our inventory that includes equipment with hybrid zoom camera, radiometric thermal sensor, and the ability for wide camera views. The drone package will come with a 3-foot portable landing pad, a remote controller, 4 four cell batteries, a Class 1 UAS (Unmanned Aircraft System) license for one year, video sharing capabilities, a protective case, and customer service options. In addition, we are looking to purchase four extra batteries with a recharging bank and an RTK module which is used to provide high-accuracy mapping and surveying capabilities for the drone.

FISCAL IMPACT:

No matching Funds from the City of Bastrop

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2025-44 of the City Council of the City of Bastrop, Texas, approving the submittal of grant funds to the Department of Justice in the amount of ten-thousand, three-hundred, sixty-one dollars and eighty-eight cents (\$10,361.88) for an aerial drone.

ATTACHMENTS:

1. Resolution number: 2025-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A GRANT TO THE DEPARTMENT OF JUSTICE (JAG) FOR AN AERIAL DRONE AT A TOTAL COST OF TEN THOUSAND, THREE HUNDRED, SIXTY-ONE DOLLARS AND EIGHTY-EIGHT CENTS (\$10,361.88); AUTHORIZING THE CHIEF OF POLICE AS THE GRANTS AUTHORIZING OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop and the officers, that the City of Bastrop Police Department apply for a grant from the Department of Justice for ten thousand, three hundred, sixty-one dollars and eighty-eight cents (\$10,361.88) for an aerial drone with no matching funds from the city of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Department of Justice funds, the City of Bastrop City Council assures that the funds will be returned to the Department of Justice (DOJ-JAG) – Criminal Justice Division in full; and

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

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

Section 1: The City Council of the City of Bastrop approves the City of Bastrop Police Department’s application to the Department of Justice for a grant for an aerial drone.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2025.

APPROVED:

Mayor Pro-Tem John Kirkland

ATTEST:

Victoria Psencik, Interim City Secretary

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

MEETING DATE: February 25th, 2025

TITLE:

Consider action to approve Resolution No. R-2025-42 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from the Department of Homeland Security for thirty thousand, seven hundred dollars (\$30,700.00) for a Law Enforcement, moveable, camera trailer, with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop Police Department is requesting \$30,700.00 to purchase a Law Enforcement Surveillance Trailer (LEST) which is essential for protecting, deterring, and identifying potential threats. This project aims to enhance operational coordination in the City of Bastrop and throughout Bastrop County to prevent and respond to criminal activity, including acts of terrorism. We are requesting funds to buy a battery/solar powered trailer that will give us the ability to mount cameras that we have already invested in, to finish the outfitting of the trailer system. The LEST is ideally suited for deployment at special events, fairs, sporting events, concerts, and any location where criminal activity or attacks can occur. The City of Bastrop hosts more than fifteen (15) special events each year, attracting thousands of attendees. Additionally, the city has numerous potential targets, including critical infrastructure such as electric, water, and wastewater systems, as well as a vibrant historic downtown area, special event venues, fairgrounds, and a convention center.

FISCAL IMPACT:

No matching funds from the City of Bastrop

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2025-42 of the City Council of the City of Bastrop, Texas, approving the submittal of grant funds to the Department of Homeland Security in the amount of thirty thousand, seven hundred dollars (\$30,700.00) for a Law Enforcement, moveable, camera trailer.

ATTACHMENTS:

1. Resolution number: 2025-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A GRANT TO THE DEPARTMENT OF HOMELAND SECURITY FOR A LAW ENFORCEMENT MOVEABLE CAMERA TRAILER AT A TOTAL COST OF THIRTY THOUSAND, SEVEN HUNDRED DOLLARS (\$30,700.00); AUTHORIZING THE CHIEF OF POLICE AS THE GRANTS AUTHORIZING OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop and the officers, that the City of Bastrop Police Department apply for a grant from the Department of Homeland Security for thirty thousand, seven hundred dollars (\$30,700.00) for a Law Enforcement, moveable, camera trailer with no matching funds from the city of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Department of Homeland Security funds, the City of Bastrop City Council assures that the funds will be returned to the Department of Homeland Security in full; and

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

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

Section 1: The City Council of the City of Bastrop approves the City of Bastrop Police Department’s application to the Department of Homeland Security for a grant for a Law Enforcement, moveable, camera trailer.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2025.

APPROVED:

Mayor Pro-Tem John Kirkland

ATTEST:

Victoria Psencik, Interim City Secretary

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

MEETING DATE: February 25th, 2025

TITLE:

Consider action to approve Resolution No. R-2025-43 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from the Lower Colorado River Authority (LCRA) for eighteen thousand, three hundred and eighty four dollars (\$18,384.00) for a Rescue Boat and Trailer, with three thousand, six hundred and seventy seven dollars (\$3,677.00) in matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop Police Department is requesting \$18,384.00 to purchase a rescue boat and trailer. In 2024, the City of Bastrop Police department had approximately 5 water related deaths in and around our jurisdiction. We had 1 homicide that required us to dredge the river for evidence, we consistently receive calls for bone identification in the river and have several special events that incorporate river activity.

FISCAL IMPACT:

If the grant is approved in the unknown future, the City of Bastrop will be required to provide matching funds in the amount of three thousand, six hundred and seventy-seven dollars (\$3,677.00).

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2025-43 of the City Council of the City of Bastrop, Texas, approving the submittal of grant funds to the Lower Colorado River Authority (LCRA) for a eighteen thousand, three hundred and eighty four dollars (\$18,384.00) for a Rescue Boat and Trailer, with three thousand, six hundred and seventy seven dollars (\$3,677.00) in matching funds from the City of Bastrop.

ATTACHMENTS:

1. Resolution number: 2025-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A GRANT TO THE LOWER COLORADO RIVER AUTHORITY (LACR) FOR A RESCUE BOAT AND TRAILER AT A TOTAL COST OF EIGHTEEN THOUSAND, THREE HUNDRED, EIGHTY-FOUR DOLLARS (\$18,384.00); AUTHORIZING THE CHIEF OF POLICE AS THE GRANTS AUTHORIZING OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop and the officers, that the City of Bastrop Police Department apply for a grant from the Lower Colorado River Authority (LCRA) for Eighteen-thousand, three hundred and eighty-four dollars (\$18,384.00) for a rescue boat and trailer with funds to be matched at three thousand, six hundred and seventy-seven dollars \$3,677.00 at an unknown time, from the City of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Lower Colorado River Authority (LCRA) funds, the City of Bastrop City Council assures that the funds will be returned to the Lower Colorado River Authority (LCRA) in full; and

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

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

Section 1: The City Council of the City of Bastrop approves the City of Bastrop Police Department’s application to the Lower Colorado River Authority (LCRA) for a grant for a rescue boat and trailer.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2025.

APPROVED:

Mayor Pro-Tem John Kirkland

ATTEST:

Victoria Psencik, Interim City Secretary

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on Resolution No. R-2025-48, authorizing a license to encroach agreement with MAJCO, LLC for property known as Chambers Street and adjacent to 1501 Chestnut Street for an encroachment into the Public Right-of-Way for use of a portion of the property for a paved driveway and parking area for use by customers, as attached in Exhibit B of the License Agreement.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The applicant is requesting modifications to encroach in the public right-of-way on the portion of the property along the property known as Chambers Street as shown on Exhibit B of the License Agreement. An existing agreement is in place with Barnard Tire and Wheel, Inc. that expires November 9, 2029.

The Oldham Barnard Holdings, LLC ("Owner") owns the 0.961 acre property located at 1501 Chestnut Street, Bastrop, Texas ("Property"). A tire repair and service shop (the "Business") doing business under the names "Barnard Tire & Auto Repair", "Barnard Tire and Wheel" and "Barnard Tire & Auto" ("Operator") operates on the Property. Operator wishes to sell the assets of the Business to MAJCO, LLC. MAJCO intends to continue the operation of an automobile tire repair and service shop on the Property and will lease the Property from Owner for a period of twenty (20) years with the right to renew such lease for ten (10) additional years.

A portion of the Business is operated within a 28.05 foot by 322.05 foot area of a 0.347 acre portion of the Chambers Street right-of-way ("Licensed Property") pursuant to a Second Revised and Amended License Agreement dated April 13, 2010 and recorded as Document #201004921, Official Records, Bastrop County, Texas ("License").

Owner seeks an amendment to the License which: (a) extends the term of the License to December 31, 2055, and (b) consents to the uses of the Licensed Property described in the License by MAJCO or any future tenant occupying the Property, provided MAJCO or such other tenant agrees to be bound by all terms and conditions of the License.

FISCAL IMPACT:

None.

RECOMMENDATION:

Authorize the approval of a license to encroach agreement with MAJCO, LLC for property known as Chambers Street and adjacent to 1501 Chestnut Street for an encroachment into the Public Right-of-Way for use of a portion of the property for a paved driveway and parking area for use by customers, as attached in Exhibit B of the License Agreement.

ATTACHMENTS:

1. Resolution No. R-2025-48
2. Exhibit A – Third Revised and Amended License Agreement with MAJCO, LLC
3. Exhibit B – Survey of Property
4. Lease Agreement with MAJCO, LLC

RESOLUTION NO. R-2025-48

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING A LICENSE TO ENCROACH AGREEMENT WITH MAJCO, LLC FOR PROPERTY KNOWN AS CHAMBERS STREET AND ADJACENT TO 1501 CHESTNUT STREET FOR AN ENCROACHMENT INTO THE PUBLIC RIGHT-OF-WAY FOR USE OF A PORTION OF PROPERTY FOR A PAVED DRIVEWAY AND PARKING AREA FOR USE BY CUSTOMERS; AS ATTACHED IN EXHIBIT B OF THE LICENSE AGREEMENT; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council understands the benefit of allowing certain encroachments on to a Public Right-of-Way for the operation of businesses within the City; and

WHEREAS, MAJCO, LLC (“Licensee”) seeks to encroach on a portion of a Public Right-of-Way; and

WHEREAS, The encroachment is located adjacent to the parcel on which Licensee conducts activities; and

WHEREAS, The City Staff has reviewed the request and License to Encroach Agreement and finds it to be justifiable based upon the use of this Property; and

WHEREAS, The City finds that the allowed encroachments under this Agreement will have negligible negative impacts on the public’s current use of the Public Right-of-Way; and

WHEREAS, It is in the best interests of City and the utility to have access to the existing and future infrastructure while allowing for encroachment of private property into the Public Right-of-Way; and

WHEREAS, City Council finds that it is necessary and proper to enact this Resolution.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council authorizes the execution of the License to Encroach Agreement, which is attached and incorporated herein as Exhibit A.

Section 3. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. This Resolution shall be in full force and effect from and after its passage.

Section 5. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 25th day of February, 2025.

THE CITY OF BASTROP, TEXAS:

John Kirkland, Mayor Pro-Tem

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP

This is a Third Revised, Amended and Restated License Agreement ("Third Revised, Amended and Restated License Agreement", "License" or "Agreement") by and between the City of Bastrop (hereinafter referred to as "LICENSOR"), a Texas Home Rule municipal corporation that is the owner of a certain tract of real property located in Bastrop, Texas, which is designated to be used as a public street, and which is more commonly known as "Chambers Street," and MAJCO LLC (hereinafter referred to as "LICENSEE"), a California limited liability company that is the lessee of approximately 0.961 acres of land located at 1501 Chestnut Street, City of Bastrop, Bastrop County, Texas and more particularly described by metes and bounds and a plat marked Exhibit "A", which is incorporated herein by reference (the "LICENSEE Property"). The LICENSEE Property is owned by Oldham Barnard Holdings, LLC ("OBH"). The property owned by the LICENSOR is located adjacent to the LICENSEE Property and is more particularly described as 0.347 acres of land described more particularly by metes and bounds and a plat marked Exhibit "B," which is incorporated herein by reference for all purposes as the "Property".

LICENSEE has requested use of a portion of the Property which lies adjacent to LICENSEE Property for a paved driveway and parking area for use by customers at LICENSEE'S place of business operated on LICENSEE Property. Subject to LICENSEE'S acknowledgment and agreement that LICENSEE shall be specifically required to meet all City visibility and aesthetic screening requirements related to outside storage of materials on the LICENSEE Property, LICENSOR hereby grants a license to LICENSEE to permit the limited and specific use of the Property for ingress and egress to and from Chestnut Street and for parking purposes as shown on Exhibit "C," for so long as such proposed use by LICENSEE does not interfere with the needs of the LICENSOR or the traveling public and for no other purpose. LICENSEE acknowledges and agrees that its use of the Property shall not, at any time, cause or allow any of LICENSEE'S improvements to come into contact with electric, water, sewer, or other utility, equipment, City improvement, or to interfere in any way with such utilities, equipment improvements or other property owned by the City or other franchisees of City also using the Property. LICENSEE agrees parking structures, other than pavement, shall be non-permanent and removable. Further, LICENSOR reserves the right to require LICENSEE to promptly remove any such parking improvements or curb structures, other than pavement, from the Property at LICENSEE's expense upon reasonable written notice if such removal becomes necessary due to street, utility, or other public use as the LICENSOR, in its sole discretion, shall determine to be necessary. LICENSEE'S use of the Property under this Agreement shall be subject to the terms and conditions noted herein.

Neither the granting of this License, nor any related permit, constitutes an abandonment by LICENSOR of its Property, easement or easements, or any other rights in and to the above-described Property. LICENSEE is expressly stipulating and agreeing by LICENSEE'S acceptance of the terms of this License Agreement that LICENSEE neither asserts nor claims, nor will ever assert or claim, any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to the Property.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of, be attributable to, or involve in any manner the granting by the LICENSOR of said License, and any supplemental license which may hereafter be issued in connection herewith, including any claims by third parties and any inspections which may be conducted in connection with or pursuant to said License or any supplemental license.

In the event that LICENSEE'S use of the Property results in any damage to the Property, or to any improvements, equipment or appurtenances thereto owned by the City, or others, that are located on the Property, LICENSEE shall, at its own expense, repair or cause to be repaired to its original condition the subject Property, and/or improvements, equipment, appurtenances thereto, within a maximum of thirty (30) days of notice by LICENSOR, to the LICENSEE, of the damage thereto. In the event that LICENSEE fails to timely repair the damages it has caused or allowed, the LICENSOR may repair or cause to be repaired such damages and LICENSEE shall be liable to LICENSOR for all such costs, including any and all administrative costs and attorneys' fees associated with the repairs and/or collection of the costs.

LICENSEE, at its own expense, shall restore or cause to be restored the subject Property, to as good a condition as existed as of the date of this License, reasonable wear and tear excepted if the LICENSEE abandons or alters its use of the Property, at any time during the term of this License Agreement, and at the time of its discontinuance of its use of the Property.

LICENSEE agrees to comply with all laws and ordinances applicable to its use of the Property.

LICENSOR retains the right, but not the obligation, to enter upon the land to which this License applies and at LICENSEE'S expense to remove any structure or improvements or alterations thereon upon the determination by LICENSOR that such removal is necessary for exercising LICENSOR'S rights or duties in regard to said License, or for protecting persons or property, or public interest in regard to said License. LICENSEE further agrees that the LICENSOR shall have no liability for any damages or claims incurred by LICENSEE, in the event that such removal activities take place.

This License shall have a term of ten (10) years from the effective date noted below. This License is renewable only upon the written consent of the LICENSOR. This License is not assignable without the written consent of the LICENSOR, which consent (i) shall not be unreasonably withheld, conditioned, or delayed, and (ii) shall be deemed given if not rejected in writing within thirty (30) days following LICENSEE'S request for such consent. Notwithstanding the foregoing, if the lease between LICENSEE and OBH is terminated, OBH shall automatically become the LICENSEE under this Agreement without any further action by the parties to this Agreement.

This License shall expire automatically, with no notice to the LICENSEE required, with the discontinued or altered use of the Property that has not been consented to by LICENSOR.

This License is revocable by the LICENSOR, at absolutely no penalty or cost to the LICENSOR, upon the occurrence of any of the following conditions or events:

A. LICENSEE or its successor has failed to comply with the terms of this License and such failure continues for fifteen (15) days after written notice from LICENSOR TO LICENSEE; or

B. LICENSEE'S improvements or any portion of them located on the Property, or LICENSEE'S use of the Property, interferes with the rights of the LICENSOR in, on or to LICENSOR'S property; or

C. The use of the Property becomes necessary for a public purpose; or

D. LICENSEE'S improvements or any portion of them or LICENSEE'S use of the Property constitutes a danger to the public which is not remediable by maintenance or alteration of the said improvements or change of use by LICENSEE; or

E. In LICENSOR'S sole judgment, LICENSEE'S improvements or any portion of them or LICENSEE'S use of the Property have expanded beyond the scope of the License; or

F. Maintenance or alteration of LICENSEE'S improvements or repair of the Property necessitated by LICENSEE'S use of the Property becomes necessary to alleviate or avoid danger to the public and same has not been made within a reasonable time after the dangerous condition has arisen.

This License shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE ("Effective Date").

The License shall be filed of record in the Official Records of Bastrop County, Texas.

APPROVED this the _____ day of February 2025.

LICENSOR:
CITY OF BASTROP

LICENSEE:
MAJCO, LLC

By: _____
Sylvia Carillo-Trevino, City Manager

By: _____
Ryan Fowkes, Chief Financial Officer

OBH:
Oldham Barnard Holdings, LLC

By: _____
Michael Oldham, Manager

ATTEST:

Victoria Psencik, Assistant City Secretary

ATTEST:

STATE OF TEXAS

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CORPORATE ACKNOWLEDGMENT

COUNTY OF BASTROP

BEFORE ME, the undersigned authority, on this day personally appeared Sylvia Carrilo-Trevino, City Manager of the City of Bastrop, a Texas Municipal Corporation, on behalf of said municipality, known to me to be their person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

Notary Public, State of Texas

My Commission expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan Fowkes, Chief Financial Officer of MAJCO LLC, and being known to me to be the persons whose name are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the proposes and consideration therein expressed, as the act and deed of said Company, and in the capacity therein stated.

Notary Public, State of _____

My Commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

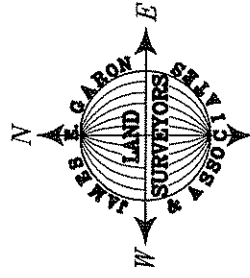
BEFORE ME, the undersigned authority, on this day personally appeared Michael Oldham, Manager of Oldham Barnard Holdings, LLC and being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the proposes and consideration therein expressed, as the act and deed of said Company, and in the capacity therein stated.

Notary Public, State of _____

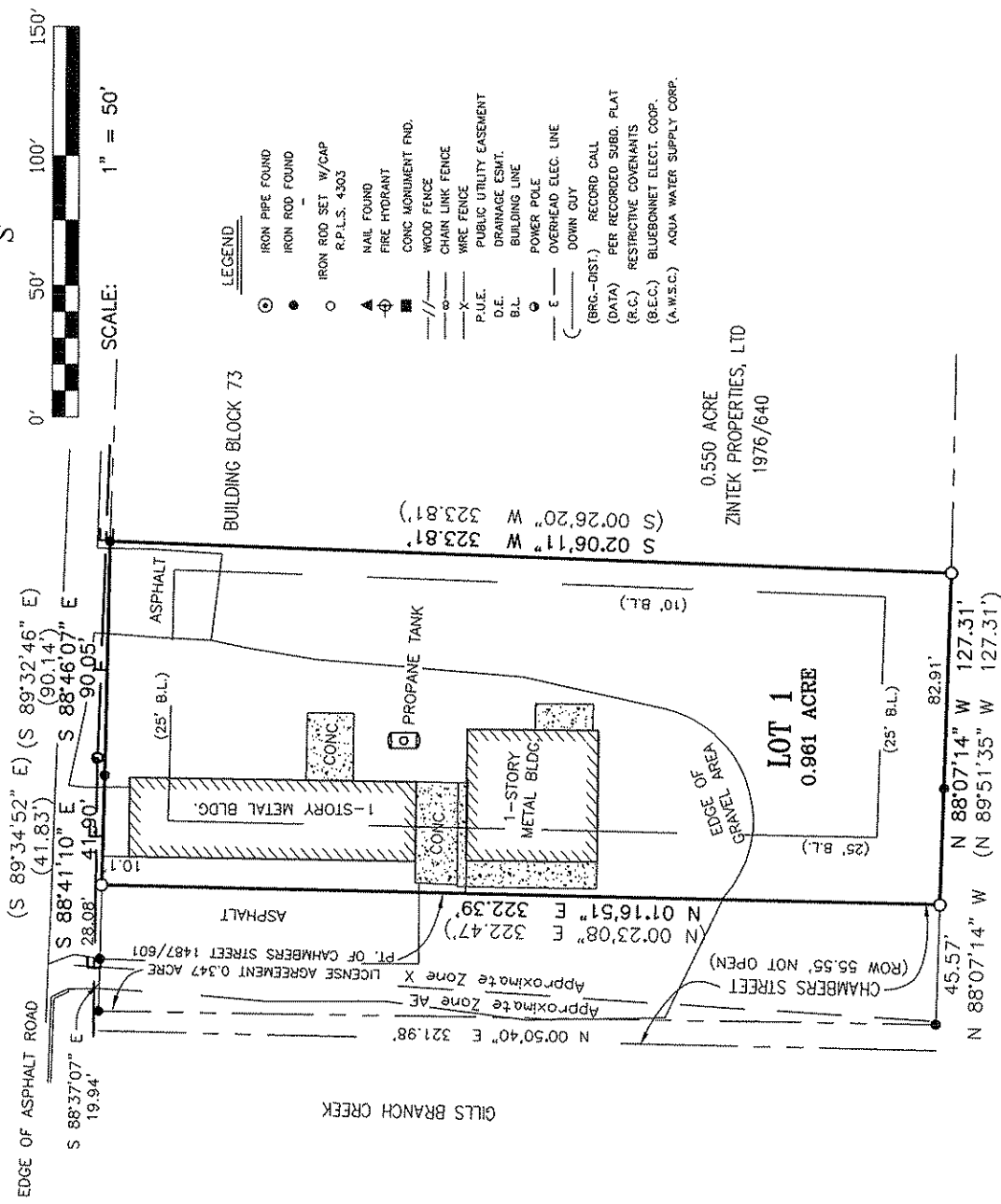
My Commission expires: _____

4906-2921-0653, v. 2

SURVEY PLAT



CHESTNUT STREET
LOOP 150
(100' ROW)



NOTE:

THIS PROPERTY IS SUBJECT TO:

1. RESTRICTIVE COVENANTS & ANY EASEMENTS IN LICENSE AGREEMENT 1456/465 & AMENDED IN 1487/601 O.R.B.C.

TO THE OWNERS, LIENHOLDERS AND THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT ALL, AND/OR PORTIONS OF THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE AE & X AND IS WITHIN A 100-YEAR FLOOD HAZARD AREA AS INDICATED BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD BOUNDARY MAP, PANEL NO. 48021C0350E EFFECTIVE JANUARY 19, 2006.

UNIVERSITY TITLE COMPANY

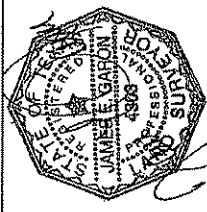


JAMES E. GARON & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

924 Main Street
Bastrop, Texas 78602
(512) 303-4185
Fax (512) 321-2107

REFERENCE OLDHAM BARNARD HOLDINGS, LLC
ADDRESS 1501 CHESTNUT STREET, BASTROP, TEXAS G.F. NO. 00094418
LEGAL DESCRIPTION: LOT 1, ST. BARNARD'S SUBDIVISION,
CABINET No. 1, PAGE 147-B, PLAT RECORDS,
BASTROP COUNTY, TEXAS

JOB NO.: 254-10 FIELD BOOK B-1/63; B-241/68; 401/74 DRAFT KEN C.
FILE: CO\BASTROP\CITY OF BASTROP BUILDING BLOCKS\68 73\B57307\B57307.DWG



MAY 13, 2010

© 2010 All Rights Reserved by James E. Garon & Associates
Use of this survey for any purposes other than this transaction is prohibited

LEASE AGREEMENT

1501 Chestnut St., Bastrop, TX 78602
Bastrop County APN 69784

This Lease Agreement (the “**Lease**”) is made and entered into as of February __, 2025 (the “**Lease Date**”), by and between **Oldham Barnard Holdings, LLC**, a Texas limited liability company (the “**Landlord**”) and **MAJCO LLC**, a California limited liability company (the “**Tenant**”). Certain capitalized terms used in this Lease are defined in Schedule 1 attached hereto.

RECITALS

A. Landlord is the owner of:

1. the approximately 0.961 acre parcel of land with a Bastrop County APN of 69784, commonly known as 1501 Chestnut Street, Bastrop, Texas 78602, and legally described in **Exhibit A** attached hereto and incorporated herein (the “**Land**”), which **Exhibit A** also includes a depiction of the Land, the City Property, the Building (as those terms are hereinafter defined), and the other improvements located thereon (the “**Site Plan**”);

2. the approximately 6,192 square foot building located on the Land (the “**Building**”);

3. all driveways and other access points, and all parking spaces and parking areas on the Land (collectively, the “**Primary Parking Area**”);

4. all other improvements located on the Land; and

5. all easements, rights, privileges and appurtenances thereunto belonging or in any way appertaining thereto

(collectively, the “**Property**”).

B. In addition to the Property, Landlord’s predecessor entered into that certain Second Revised and Amended License Agreement executed on or about April 20, 2010, and recorded on April 28, 2010, by the Bastrop County Clerk as Document No. 201004921 (the “**Current License Agreement**”), between the City of Bastrop (the “**City**”) and Landlord providing ingress and egress to the Land from Chestnut Street and additional parking (the “**Additional Parking Area**”) (the Primary Parking Area and the Additional Parking Area shall be hereinafter collectively referred to as the “**Parking Area**”) over and on that certain adjacent parcel of real estate containing approximately 0.347 acres, owned by the City, legally described in **Exhibit A**, and as generally depicted on the Site Plan (the “**City Property**”).

{00947898 6}

C. On or before the Lease Date, Tenant shall have entered into a new License Agreement (the “*New License Agreement*”) with the City for the use of the City Property for ingress, egress, and parking purposes, in a form reasonably satisfactory to Tenant and Landlord.

D. The Property and the City Property (hereinafter collectively referred to as the “*Entire Property*”) have been used and occupied by Michael Oldham Tire, Inc., a Texas corporation (“*Seller*”), for purposes of an automobile tire and repair service business and uses ancillary thereto.

E. Contemporaneously with the execution hereof, Tenant, as Purchaser, Seller, and the owner of Seller are closing on the purchase by Tenant of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement among them dated February 10, 2025 (the “*Asset Purchase Agreement*”). Landlord is an affiliate of Seller.

F. Landlord and Tenant are executing this Lease pursuant to and in connection with the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the Recitals and their mutual agreements and covenants contained herein, Landlord and Tenant agree as follows.

**ARTICLE I
THE PROPERTY**

Section 1.1. Lease of Property

Landlord hereby leases the Property to Tenant and Tenant hereby leases the Property from Landlord, pursuant to all of the terms and conditions of this Lease. Notwithstanding the foregoing or anything contained herein to the contrary, in the event Tenant’s right to use the City Property shall terminate during the Term due to no fault of Tenant, Tenant, in addition to any and all other rights available to Tenant herein, shall have the right to terminate this Lease upon ten (10) days’ prior written notice to Landlord.

Section 1.2. Condition of Property

(a) Landlord warrants to Tenant that (i) the Entire Property, including, without limitation, the structural elements, exterior walls, and roof of the Building, are free of defects and are in good and tenantable condition, provided, however that the front roof of the Building needs replacement and Landlord is in the process of contracting such replacement and work on the replacement will commence after Lease Date and be coordinated to minimize disruption to Tenant’s operation, (ii) the Parking Area includes all parking areas and spaces shown on the Site Plan, and (iii) the mechanical, heating, ventilating, and air conditioning, electrical, plumbing, and other building systems are in good working order and in compliance with all applicable laws, ordinances, codes and regulations.

(b) To Landlord’s Knowledge, the Entire Property is in compliance with the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), and all

other applicable federal, state, and local laws, codes, and ordinances. As used herein, “**Landlord’s Knowledge**” means the actual knowledge of the owners of Landlord, including the individual executing this Lease on behalf of Landlord, after due inquiry and investigation.

(c) Tenant acknowledges that no representations as to the repair of the Entire Property, or promises to alter, remodel, or improve the Entire Property, have been made by Landlord, except as are expressly provided in this Lease.

Section 1.3. Condition of Title

Landlord represents and warrants that: (i) it has good fee simple title in and to the Land; (ii) the entire Building is located upon the Land; (iii) the Land is contiguous and contains no gaps or gores; (iv) there are no easements or other non-monetary encumbrances affecting or encumbering the Land or Building that would interfere with or prevent the Land or the Building from being used for the Permitted Use (as that term is hereinafter defined) other than those identified in the Title Report issued by Independence Title Insurance Company, a copy of which is attached hereto as **Exhibit B** (the “**Owner and Encumbrance Report**”); and (v) the only liens and encumbrances affecting the Land and Building are those identified in the Owner and Encumbrance Report.

Landlord warrants that the Land and Building are not subject to any mortgages, deeds of trust, or other liens as of the Lease Date.

Landlord represents and warrants that the Land abuts and has direct legal access for pedestrian and vehicle ingress and egress to Chestnut Street.

Section 1.4. Business Permits

Tenant intends to continue using the Entire Property as an automobile tire and repair service business and uses ancillary thereto (the “**Business**”). Notwithstanding anything contained herein to the contrary, if Tenant is required to obtain any business permits, business licenses, special or conditional use permits, or environmental licenses or permits to allow use of the Entire Property for the Business (collectively, “**Business Permits**”), Tenant will promptly after the Lease Date use its reasonable commercial efforts to obtain all Business Permits. Landlord will cooperate with Tenant as is reasonably necessary to obtain the Business Permits, provided that such cooperation does not require Landlord to incur any out-of-pocket expense.

Section 1.5. Initial Tenant Improvements

Landlord consents to the installation by Tenant and such contractors and other parties as Tenant retains of such improvements as Tenant determines are necessary to operate the Business, which improvements are described in **Exhibit D** attached hereto as well as those improvements described in Section 10.9 of the Asset Purchase Agreement (the “**Initial Tenant Improvements**”). Landlord agrees that Tenant will not be required to provide any payment, performance or completion bonds, or other security in connection with the construction of the Initial Tenant Improvements, and that Tenant will have no obligation to remove any Initial Tenant Improvements at or prior to the expiration of the Lease Term.

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Tenant will construct the Initial Tenant Improvements in a good and workmanlike manner using all new materials and in compliance with all laws, ordinances, and governmental regulations affecting the Property. Tenant will be solely responsible, at Tenant’s expense, for obtaining all permits and inspections required for the Initial Tenant Improvements.

Section 1.6. Memorandum of Lease

Concurrently with the execution of this Lease, Landlord and Tenant will execute a Memorandum of Lease in the form of *Exhibit E* attached hereto (the “*Memorandum*”). The Memorandum may be recorded by Tenant in the real estate records of Bastrop County, Texas, at the expense of Tenant.

**ARTICLE II
TERM OF THE LEASE**

Section 2.1. Initial Term of Lease

The initial term of this Lease (the “*Initial Term*”) will commence on the Lease Date and will expire on February 28, 2045, which provides for a twenty (20) year Initial Term.

Section 2.2. Tenant’s Options to Extend Term of Lease

Provided that Tenant is not then in default past all applicable notice, grace, and cure periods, Tenant will have the right to extend the Initial Term of this Lease for two (2) additional terms of five (5) years each (each, an “*Extended Term*”). Tenant may extend this Lease for an Extended Term by giving written notice of such extension to Landlord at least one hundred eighty (180) days prior to the expiration of the Initial Term or the then-current Extended Term, as applicable.

Section 2.3. Term of the Lease

As used in this Lease, “*Term*,” “*Lease Term*,” “*term of this Lease*,” and similar terms will refer to the Initial Term, together with any Extended Terms established by Tenant pursuant to Section 2.2.

Section 2.4. Surrender of Property

Upon expiration of the Term or the earlier termination of this Lease, Tenant will peaceably surrender the Property broom clean and in good condition and repair, except that (i) Tenant is not responsible for the condition of the Property caused by fire or other casualty, reasonable wear and tear, or repairs that are the responsibility of Landlord, and (ii) the provisions of Sections 4.3, 4.4, and 6.3 will govern Tenant’s obligations regarding Equipment, signs, and Improvements.

Section 2.5. Holding Over

Any holding over by Tenant after the expiration or earlier termination of this Lease, by lapse of time or otherwise, shall not operate to extend or renew this Lease or constitute recognition by

Landlord of any right of Tenant to remain at or in possession of the Property. In such case, (i) Tenant will indemnify Landlord against all damages, costs, liabilities, and expenses, including attorneys' fees, which Landlord directly and reasonably incurs on account of Tenant's failure to vacate, including, without limitation, reasonable costs directly arising from Landlord's inability to deliver the Property to any successor tenant; (ii) the Base Rent will increase to XXX of the Base Rent then in effect and Tenant's obligation to pay all other Rent will continue; and (iii) Tenant will be deemed to be a month to month tenant.

**ARTICLE III
RENT**

Section 3.1 Base Rent

(a) Beginning on the Lease Date, and on the first day of each month thereafter for the first five (5) years of the Initial Term, Tenant agrees to pay to Landlord base rent ("**Base Rent**") for the Property during the Term equal to XXX per month, or XXX annually.

(b) The Base Rent will increase as follows: by XXX per annum commencing on the fifth (5th) anniversary of the Lease Date (i.e., upon the commencement of the sixth (6th) year of the Term), or if the Lease Date is not the first day of a calendar month, then the first day of the calendar month immediately following the Lease Date (the "**Rent Reset Date**"), and on the Rent Reset Date of each year thereafter during the Term, including any Extended Term(s), the option(s) for which are exercised by Tenant.

(c) Annual Base Rent will be payable in equal monthly installments in advance on the Lease Date and thereafter on the first day of every month during the Term. If the Lease Date is a date other than the first day of a month, or in the event the Term expires on a day other than the last day of a month, the Base Rent for the partial month will be prorated and adjusted accordingly, provided that Base Rent will not begin until the Lease Date.

(d) As used in this Lease, "**Rent**" means the Base Rent plus any other amounts identified herein as additional rent or other required payments to Landlord.

Section 3.2 ACH Payments

Upon the request of Tenant, Landlord will establish and maintain arrangements with Landlord's bank or other financial institution so that Tenant, at its option, may deposit the monthly installments of Base Rent due under this Lease directly to Landlord's account at such bank or other financial institution through the automated clearing house (ACH) system. Landlord will complete and return to Tenant a form of ACH authorization within five (5) days following a request by Tenant.

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ARTICLE IV USE OF THE PROPERTY AND PARKING

Section 4.1 Permitted Use

(a) The Property may be used (i) by Tenant for operation of the Business, (ii) by any other nationally or regionally recognized auto service provider, (iii) for any other auto service concept, or service and retail concept, operated by Tenant, (iv) for any national non-auto service concept, or service and retail concept, owned or controlled by a person or entity with at least thirty (30) separate locations that are open to the public, (v) for general office and warehouse use and accessory uses thereto, or (vi) for any other use permitted by the applicable zoning authority and otherwise by applicable law and approved by Landlord, which approval shall not be unreasonably withheld (collectively, the “*Permitted Use*”).

(b) Tenant will not use the Property for any purpose that is contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto or in any manner that would violate any certificate of occupancy affecting the Property, or that would cause structural injury to the Property, or that would constitute a public or private nuisance or waste. Landlord agrees that Tenant’s normal practices and activities in operating the Business for the Permitted Use will not be claimed by Landlord to constitute a nuisance.

(c) Landlord warrants to Tenant that operating the Business and the Permitted Use are permitted under all private covenants, conditions, or restrictions, if any, affecting the Property.

Section 4.2 Parking Area

Tenant and its agents, employees, and customers will have the exclusive right to use the Primary Parking Area. Tenant may place signs on particular parking spaces designating any particular restriction, or reserving any particular use, for such parking space. The Primary Parking Area will contain the number of reserved accessible parking spaces and access aisles required under applicable law. Landlord will provide and reserve an amount of accessible parking spaces and access aisles sufficient to comply with applicable law and such accessible parking spaces and access aisles will only be used by those legally permitted to use them. Landlord will, at its sole cost, designate the accessible parking spaces and access aisles with appropriate striping and signs.

Section 4.3 Equipment

It is agreed by the parties hereto that, for all purposes under this Lease, Tenant will own all of Tenant’s equipment and trade fixtures, including, but not limited to, all tire machines, wheel balancers, lathes, alignment machines, and racks, lifts, air compressors, and under hood machines, and all interior and exterior signage (collectively, “*Equipment*”), and that all Equipment will be Tenant’s personal property, whether or not any of it is affixed to the Property.

Upon termination or expiration of this Lease, Tenant will remove its Equipment from the Property and make reasonable repairs, at Tenant’s expense, to the Property for any physical injury caused to the Property by the removal of Tenant’s Equipment.

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Section 4.4 Signs

Tenant will have the right to install, at Tenant’s sole expense and subject to all applicable laws, signs on all exterior sides of the Building and in the interior of the Building. The signs may include the maximum building signage allowable under local ordinances and regulations both in size and number of building signs. Tenant may also install, at Tenant’s sole expense and subject to all applicable laws, a freestanding pylon sign or monument sign on the Property. Tenant will have the right to display a “Coming Soon” banner any time after the Lease Date. Upon opening and for a period of thirty (30) days thereafter, Tenant will have the right to display its “Grand Opening” banners and related items, subject to compliance with local ordinances and regulations. Landlord will cooperate with Tenant as is reasonably necessary for Tenant to secure permits or other permissions required in connection with the installation of Tenant’s signage.

Upon termination or expiration of the Lease, Tenant will remove its signs (other than the free standing pylon or monument sign from which Tenant will only remove its sign panels or lettering) and, at its cost, repair any damage caused by the erection, maintenance, or removal of Tenant’s signs.

**ARTICLE V
UTILITIES, TAXES AND ASSESSMENTS**

Section 5.1 Utilities

(a) Landlord warrants that the Property is separately metered from any other property for gas, electricity and water and sewer.

(b) During the Term, Tenant will pay directly to the utility provider all charges for utilities or services furnished to the Property.

Section 5.2 Real Estate Taxes, and Special Assessments

(a) Landlord warrants that the Property is comprised solely of Bastrop County APN 69784 and includes all of the real estate, buildings, and improvements located thereon.

(b) Tenant will pay directly to the taxing authority, on or before the due date, all real estate taxes and installments of special assessments that are due and payable with respect to the Property during the Term; provided, however, that Tenant’s obligation for real estate taxes and installments of special assessments due and payable during the first and last calendar years of the Term will be apportioned to adjust for the partial years. Special assessments will be spread over the longest period available unless Tenant agrees otherwise in writing. Tenant will furnish to Landlord, within thirty (30) days after Landlord’s written request, official receipts of the appropriate taxing authority, a copy of canceled checks, or other appropriate proof reasonably satisfactory to Landlord evidencing the payment of such installment.

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(c) Tenant, at its option, will have the right to contest or review in accordance with applicable law any assessed valuation, real estate tax or assessment. Landlord, if so requested by Tenant, will join in any proceeding to contest or review initiated by Tenant, but the entire cost of any such proceeding initiated by Tenant will be borne by Tenant unless Landlord agrees otherwise in writing.

ARTICLE VI MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.1 Tenant's Obligations

Tenant will, at its sole expense, keep and maintain the Property in a good state of repair and condition and in compliance with all applicable laws, codes, ordinances, rules, and regulations relating to Tenant's use of the Property. Subject to Landlord's obligations set forth in Section 6.2 and elsewhere in this Lease, Tenant's obligations under this Section 6.1 will include without limitation the regular maintenance, repair, and, if necessary, replacement of the following:

- (1) the lighting, plumbing, and electrical systems, fixtures, and equipment serving the Property;
- (2) heating, ventilating, and air conditioning (HVAC) systems, and related fixtures and equipment serving the Property;
- (3) interior walls, partitions, and doors of the Property;
- (4) regular maintenance of the roof; and
- (5) regular maintenance of the Primary Parking Area and grounds around the Building, including cleaning and snow removal of paved areas and lawn and shrub maintenance.

Section 6.2 Landlord's Obligations

(a) Landlord will, at its sole expense, and subject to and conditioned upon Tenant meeting its obligations pursuant to Section 6.1:

- (1) maintain in good condition and repair, in compliance with all applicable laws, codes, ordinances, rules, and regulations, and make all required replacements to, (i) the structural portions of the Building, including, but not limited to, the foundation (including slab, imbedded plumbing, and sub-surface sewage systems) and structural supports and (ii) utility lines up to the point of connection to the Building;
- (2) in the event it becomes necessary to replace the roof or any portion thereof in its entirety, Landlord is responsible for capital replacement costs related thereto (including roof membrane and structure, substructure and roofing elements); and

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(3) in the event it becomes necessary to replace the driveways and parking lot or any portion thereof in their entirety, Landlord is responsible for any capital replacement costs related thereto, to ensure that Tenant can operate the Business in a commercially reasonable manner.

(4) (Reserved)

(b) For avoidance of doubt, Tenant's obligation to insure the Building as set forth in Section 10.4 hereof does not alter any obligation of Landlord set forth in this Section 6.2 or elsewhere in this Lease. Upon the occurrence of an event for which Landlord is responsible, but which may be covered by Tenant's insurance, Tenant agrees to make the claim with its insurance company, provided that in all events (i) Tenant is responsible only to make a claim to the insurance company in accordance with its normal and customary practices, (ii) Tenant is not responsible in the event the insurance claim is denied and shall have no obligation to continue to pursue any claim or appeal with the insurance company, whether on its own behalf or on behalf of Landlord, and (iii) Landlord remains responsible for any costs of such repair or replacement not covered by the insurance or denied by the insurance company, including but not limited to the obligation to pay any required deductible and all other amounts not covered through the insurance.

(c) If Landlord refuses or neglects to maintain or repair the Property as required hereunder, and to the reasonable satisfaction of Tenant within thirty (30) days after written demand (or such longer period as may be necessary to make such repair provided Landlord is diligently prosecuting such repair to completion) Tenant shall have the option, but not the obligation, to make such repairs after giving a second ten (10) day advance notice to Landlord. Upon completion thereof by Tenant, Landlord shall pay actual reasonable third-party charges to Tenant for making any such repairs that Landlord was required and failed to perform hereunder, upon presentation of a bill therefor. In the event Landlord fails to make such required payments, Tenant shall have the option to deduct such amounts from its payment of Rent.

Section 6.3 Alterations, Additions, and Improvements

(a) Tenant will have the right to remodel and make any alterations, additions, or improvements (collectively, "***Improvements***") in or to the Property, including but not limited to (i) installation of a security system meeting Tenant's requirements and (ii) Improvements consistent with Tenant's prototype improvements for its business operations and/or branding, in each case without the consent of Landlord. Notwithstanding the foregoing, Tenant will not remodel or make any Improvements to the Property that will expand or decrease the "footprint" of the Building or otherwise modify the load-bearing structural components of the Building (other than as expressly permitted elsewhere in this Lease) without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

(b) All Improvements by Tenant must be made in a good and workmanlike manner using all new materials and in compliance with all laws, ordinances, and governmental regulations affecting the Property. Tenant is responsible, at Tenant's expense for all permits and inspections relating to such Improvements.

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(c) All Improvements made by Tenant will at once become the property of Landlord and will be surrendered to Landlord upon the termination or expiration of this Lease; provided however that in the event Tenant intends to make Improvements that it does not intend to surrender upon termination or expiration of this Lease, Tenant has the right to notify Landlord of such decision prior to making the Improvements. In such event, Tenant may, at its option, remove such Improvements upon termination of this Lease, provided, that Tenant will make reasonable repairs, at Tenant's expense, to the Property for any physical injury caused to the Property by the removal of such Improvements.

Section 6.4 Mechanics Liens

Tenant will not suffer or permit any mechanics', construction, or other liens to be filed against the Property or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Property or any part thereof through or under Tenant. If any such mechanic's lien will at any time be filed against the Property, Tenant will cause the same to be discharged of record or otherwise bonded over within thirty (30) days after the date of filing the same. If Tenant fails to discharge or bond over such mechanic's lien within such period, then in addition to any other right or remedy of Landlord, Landlord may, but will not be obligated to, discharge the same by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of Landlord, including reasonable attorneys' fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, will be repaid by Tenant to Landlord on demand, and if unpaid may be treated as additional Rent. Nothing herein contained in this Lease will imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanic's lien law.

ARTICLE VII RIGHT OF ENTRY

Section 7.1 Right of Entry

Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Property during usual business hours and upon reasonable notice (no less than 24 hours) for the purpose of inspecting the same and making any necessary repairs to the Property and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations, or requirements of any public authority or that Landlord reasonably deems necessary to prevent waste or deterioration in connection with the Property. Landlord will have the right to enter upon the Property any time in the case of any emergency. Landlord may, during the progress of any work in the Property, keep and store upon the Property all necessary materials, tools, and equipment in a location agreed to with Tenant. Subject to compliance by Landlord with the provisions set forth in this Section 7.1, including with the immediately following sentence, Landlord will not be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of Tenant by reason of making repairs or the performance of any work in the Property, or on account of bringing materials, supplies, and equipment into or through the Property during the course thereof, and the obligations of Tenant under this Lease will not thereby be affected in any

manner whatsoever. Landlord agrees, however, in connection with the performance of any such work to cause as little inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant as may reasonably be possible in the circumstances.

Section 7.2 Showing of Property; For Sale and For Rent Signs

Landlord may at reasonable times during normal business hours and upon reasonable notice to Tenant enter the Property to view it and to show it to prospective purchasers and mortgagees. Landlord may, within the last one hundred eighty (180) days of the Term, show the Property to others for the purpose of rental and may post on the Property at locations reasonably acceptable to Tenant “for sale” and/or “for rent” signs.

**ARTICLE VIII
ASSIGNMENT AND SUBLEASING**

Section 8.1 Landlord’s Rights

Landlord shall have the right to sell or convey the Property or to assign its right, title, and interest under this Lease in whole or in part. In the event of any such sale or assignment other than a security assignment, Tenant shall attorn to such purchaser or assignee and Landlord shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Landlord contained herein, except for obligations or liabilities accrued prior to such assignment or sale.

Section 8.2 Consent-Needed Transactions

Except as provided in Section 8.3(a), without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, Tenant shall not:

- (a) assign, transfer, convey, pledge or mortgage this Lease or any interest therein, whether by operation of law or otherwise, in whole or in part; or
- (b) sublet all or any part of the Property.

Notwithstanding anything to the contrary above, Landlord’s consent to the pledge or mortgage of this Lease or any interest therein is subject to Landlord’s prior consent, provided that Landlord’s consent may not be unreasonably withheld, and the consent of Landlord’s lender as required by any loan documents evidencing loan obligation of Landlord that is secured by a lien on the Property or portions thereof.

Section 8.3 Permitted Transactions

(a) Notwithstanding any provision to the contrary in this Lease, Tenant shall have the right, without Landlord’s consent, at any one time or multiple times during the Term, to engage in any of the following (any one of the following, a “*Permitted Transaction*”); provided, however,

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Tenant will give Landlord at least thirty (30) days' advance written notice of such Permitted Transaction.

- (1) assign or transfer this Lease to a Permitted Transferee;
- (2) sublet all or any part of the Property to a Permitted Transferee; or
- (3) enter into a merger or consolidation or assign this Lease in connection with a sale, conveyance or transfer of all or substantially all of its assets, or undergo a transfer of direct or indirect voting rights or economic interests in Tenant; provided that, after giving effect to any such transaction described aforesaid, either (i) Tenant (or such successor entity to Tenant) has satisfied the definition of "Permitted Transferee" or (ii) another entity that is a Permitted Transferee has expressly assumed or guaranteed all the obligations and liabilities of Tenant under this Lease.

(b) For purposes of this Lease, "**Permitted Transferee**" means: (i) any direct or indirect wholly-owned subsidiary or other legal entity of Tenant; (ii) any party who, by reason of merger, consolidation or sale, acquires all, or substantially all of the assets of Tenant; or (iii) any party to the extent that, immediately after giving effect to the proposed assignment or transfer, the financial strength of such party is not worse than the financial strength of Tenant as of the date hereof, taking into account the liquidity, earnings, tangible net worth or creditworthiness of Tenant and the proposed assignee or transferee.

(c) If Tenant assigns this Lease pursuant to a Permitted Transaction:

(1) the new Tenant and Landlord shall execute an assumption agreement at the time of the assignment, in a form reasonably acceptable to Landlord, whereby the new Tenant assumes this Lease in writing; and

(2) Tenant shall be released of its obligations under this Lease effective as of the effective date of such assignment without any further act on the part of Landlord or Tenant, provided (i) there is no then existing default or event of default under this Lease and (ii) Tenant complies with all requirements related to such Permitted Transaction, but Tenant shall not be released from any liability arising due to acts or omissions occurring prior to any such assignment. Notwithstanding the foregoing, in the event Tenant is released of its obligations under this Lease as part of a Permitted Transaction, upon Tenant's request, Landlord shall confirm such release in an instrument reasonably acceptable to Landlord and Tenant.

ARTICLE IX ENVIRONMENTAL MATTERS

Section 9.1 Certain Defined Terms

For purposes of this Lease, the following definitions will apply:

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“**Environmental Claim**” means any administrative, regulatory or judicial action, suit, demand, claim (including for strict liability), lien, notice of violation or potential responsible party status, investigation, proceeding, administrative or consent order or agreement, or any written communication threatening any of them, arising under Environmental Law or relating to Hazardous Material, including without limitation (i) of a governmental authority for damages, harm to natural resources, enforcement of noncompliance, cleanup, corrective action, removal, response, remedial or other action, or (ii) of a third party for nuisance, trespass, injury to persons, property, natural resources or the environment, or for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

“**Environmental Law**” means any federal, state, regional or local law, regulation, ordinance, common law, judicial or administrative order or cleanup standard, consent decree or judgment relating to the environment, natural resources, or public health, safety or welfare, including without limitation, and as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 *et seq.*; the Clean Water Act, 33 U.S.C. §§1251 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§2601 *et seq.*; the Clean Air Act, 42 U.S.C. §§7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§300f *et seq.*; the Atomic Energy Act, 42 U.S.C. §§2011 *et seq.*; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§136 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C. §§651 *et seq.*

“**Environmental Reports**” means the documents, if any, identified in **Exhibit F** to this Lease, which include all records in Landlord’s possession or control discussing or describing the environmental condition of the Property, any Hazardous Material on, at, adjacent to, or emanating to or from the Property, or, with respect to the Property or its operations, Landlord’s compliance or noncompliance with Environmental Law.

“**Hazardous Material**” means radon, mold, urea formaldehyde, any pollutant or irritant, and any solid, liquid, or gaseous hazardous, toxic, infectious, or radioactive chemical, waste, or substance subject to review or regulated under Environmental Law.

“**Landlord Parties**” means Landlord and its owners, agents, employees, invitees, successors, and assigns.

“**Loss**” means any liability, damage, cost, or expense of any nature whatsoever, including, without limitation, for defense, settlement, or satisfaction of Environmental Claims or other claims or causes of action (including reasonable attorneys’, experts’ and consultants’ fees, costs of response, corrective action, remediation, or cleanup) and for injuries or damages to persons, the Property, or natural resources.

“**Tenant Parties**” means Tenant and its owners, agents, employees, invitees, successors, and assigns.

Section 9.2 Landlord Representations, Warranties and Obligations

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(a) Landlord represents and warrants to Tenant that to Landlord's Knowledge and except as disclosed in the Environmental Reports, there is no Hazardous Material at the Property, including without limitation, in the Building or any other improvements on the Property, or in the soil, groundwater, or other environmental media on, at, or under the Property, except for Hazardous Material currently used in the ordinary course of business operations at the Property that is properly contained and stored and is present in compliance with applicable laws.

(b) Landlord represents and warrants that, to Landlord's Knowledge and except as disclosed in the Environmental Reports, (i) there has been no spill, discharge or other release of Hazardous Material affecting the Property; (ii) there are no, nor were there ever any, (x) in-ground or underground hydraulic hoists or lifts present on the Property, (y) sealed or unsealed wells present on the Property, or (z) underground storage tanks present on the Property, other than oil water separators servicing shop related drains that are connected to the sanitary sewer; (iii) there are no, nor were there ever, any wells present on the Property; and (iv) there are no, nor were there ever any discharge or disposal or impoundment systems of any nature whatsoever located on the Property.

(c) Landlord Parties will not cause or permit any Hazardous Material to be used, placed, generated, handled, possessed, or stored on the Property, except as permitted by law.

(d) If Landlord discovers or is informed that Hazardous Material existed on the Property as of the Lease Date and the existence of such Hazardous Material on the Property was or is in violation of Environmental Law, or that any Hazardous Material on the Property as of the Lease Date presents a threat to the health or safety of Tenant or its employees or invitees, Landlord will notify Tenant in writing no later than two (2) business days of such discovery and will promptly take all actions necessary to abate the hazard or to cause responsible parties to abate the hazard. Landlord will provide Tenant with copies of all communications with a governmental authority or third-party claimant regarding an Environmental Claim affecting the Property.

(e) Notwithstanding anything to the contrary in this Section 9.2, Tenant acknowledges that Landlord has made inquiry only with Seller and the employees of Seller and has engaged no environmental assessment of the Property or conducted any inquiry or investigation as to the operation of the Property prior to the date Landlord acquired the Property.

Section 9.3 Tenant Obligations

(a) Tenant Parties will not cause or permit any Hazardous Material to be used, placed, generated, handled, possessed, or stored on the Property, except as permitted by law.

(b) If Tenant discovers or is informed that a Hazardous Material exists on the Property that violates or that Tenant believes to be in violation of Environmental Law or to present a threat to the health or safety of Tenant or its employees or invitees, Tenant will notify Landlord in writing no later than five (5) business days of such discovery or information. If the presence of such Hazardous Material on the Property was caused by Tenant Parties, Tenant will immediately take all actions necessary to abate the hazard, provided that Tenant will have no obligation to investigate, remediate, or otherwise address, or incur any expense for, any violation of

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Environmental Law or any Hazardous Material at the Property that existed as of the Lease Date, or any Hazardous Material subsequently placed on the Property by Landlord Parties or any third parties. Tenant will provide Landlord with copies of all communications with a governmental authority or third-party claimant regarding an Environmental Claim affecting the Property.

Section 9.4 Environmental Indemnity

(a) Landlord will indemnify, defend, and hold harmless Tenant Parties from all Environmental Claims and indemnify them for all Loss, arising from or relating to (i) the use, placement, generation, handling, possession, storage, release, spill, or discharge of Hazardous Materials at or affecting the Property not caused by Tenant Parties and (ii) any Hazardous Material described in the Environmental Reports or otherwise present at or affecting the Property prior to or on the Lease Date.

(b) Tenant will indemnify, defend, and hold harmless Landlord Parties from all Environmental Claims and indemnify them for all Loss arising from or relating to the use, placement, generation, handling, possession, storage, release, spill, or discharge of Hazardous Materials on or at the Property during the Term by Tenant Parties.

(c) Landlord will indemnify, defend, and hold harmless Tenant Parties, and Tenant will indemnify, defend, and hold harmless Landlord Parties, from all Environmental Claims and for all Loss arising from or in connection with that party's breach of its warranties, representations, or covenants set forth in this Article IX, except that neither party will be required to indemnify the other party for any Loss or Environmental Claim arising from (i) the other party's noncompliance with Environmental Law, or (ii) Hazardous Material brought to the Property by the other party or such other party's employees, agents, successors, assigns, or invitees. Any indemnification claim under this Section 9.4 relating to Hazardous Material brought to the Property by the other party or such other party's employees, agents, successors, assigns, or invitees during the Lease Term must be established by clear and convincing evidence.

(d) Any indemnification obligation under this Section 9.4 will include, at the request of the party to be indemnified ("*Indemnitee*") and as applicable, a defense provided by an experienced, qualified, and licensed attorney reasonably satisfactory to the Indemnitee that is retained and paid by the indemnifying party.

(e) All indemnification rights and obligations of Landlord and Tenant relating to Hazardous Materials, an Environmental Claim, or Environmental Law will survive termination of this Lease and be governed by this Article IX and no other indemnification rights or obligations in this Lease will apply, or be deemed to apply, to such matters.

ARTICLE X INDEMNIFICATION AND INSURANCE

Section 10.1 Indemnity By Tenant

To the fullest extent permitted by law, Tenant will indemnify, defend, and hold harmless the Landlord Parties from and against any and all Loss and any claims, causes of action, liabilities, damages, costs, and expenses (including reasonable attorneys', experts' and consultants' fees) of any nature whatsoever, including injury or damage to the Property ("**Claims and Losses**") arising out of or in connection with (i) the use, conduct, maintenance, or management of or from any work or thing whatsoever done, permitted, or suffered by Tenant or its employees and agents, on or about the Property; (ii) any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring during the Term on or about the Property, except caused by the negligence or willful misconduct of Landlord Parties; (iii) the breach or default by Tenant of any covenant or agreement to be performed by Tenant under this Lease or any representation or warranty of Tenant hereunder; or (iv) any negligent act or omission or intentional act of Tenant, or any of its employees or agents, all except to the extent such Claims and Losses arise out of, relate to, or are caused by the negligence or intentional acts of Landlord or its employees and agents, and except to the extent of insurance proceeds paid to or for the benefit of Landlord. Upon written demand from Landlord, Tenant will defend Landlord Parties as required by this section by counsel reasonably satisfactory to Landlord.

Section 10.2 Indemnity By Landlord

To the fullest extent permitted by law, Landlord will indemnify, defend, and hold harmless the Tenant Parties from and against any and all Claims and Losses arising out of or in connection with (i) any work or thing whatsoever done on or about the Property by Landlord or its employees and agents; (ii) any accident, injury, or damage whatsoever to any person or to the property of any person occurring during the Term on or about the Property caused by the negligence or willful misconduct of Landlord Parties; (iii) the breach or default by Landlord of any covenant or agreement to be performed by Landlord under this Lease or any representation or warranty of Landlord hereunder; or (iv) any negligent act or omission or intentional act of Landlord or any of its employees or agents, all except to the extent such Claims and Losses arise out of, relate to, or are caused by the negligence or intentional acts of Tenant or its employees and agents, and except to the extent of insurance proceeds paid to or for the benefit of Tenant. Upon written demand from Tenant, Landlord will defend Tenant Parties as required by this section by counsel reasonably satisfactory to Tenant.

Section 10.3 Environmental Indemnity Excluded

The indemnification rights and obligations in Section 10.1 and Section 10.2 do not apply to the subject matter of or matters arising out of, relating to, or otherwise involving Environmental Law, an Environmental Claim, or Hazardous Material, all of which are governed by the provisions of Article IX.

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Section 10.4 Insurance.

(a) Tenant, at Tenant's sole cost and expense, will at all times during the term of this Lease maintain the following insurance coverages:

(1) Special Form ("all risk") fire and extended risk coverage insurance respecting the Building and the fixtures and improvements located therein insured for the benefit of Landlord and any mortgagee designated by Landlord in writing in an amount equivalent to the replacement cost, up to the amount listed in the policy, which amount will be determined by Tenant in its commercially reasonable discretion, against loss or damage by fire and other perils covered by the extended risk coverage, including, without limitation, hail, with Tenant fully responsible for the deductible. Such policy also will include rent loss insurance in an amount equal to at least six (6) months of Base Rent, real estate taxes, and casualty and general liability insurance premiums payable by Tenant under this Lease.

(2) Commercial general liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Property, such insurance to afford protection to the limit of not less than \$1,000,000.00 per occurrence; provided, that such policy of insurance will not provide coverage for the negligence or intentional acts of Landlord or its employees, agents, or contractors.

(3) Fire and extended coverage insurance covering all of Tenant's leasehold improvements, if any, trade fixtures, and personal property which may from time to time be located on or about the Property in such amount as Tenant deems appropriate.

(4) Worker's Compensation Insurance in the statutory amount (and Employers' Liability Insurance) covering all employees of Tenant employed or performing services at the Property, in order to provide the statutory benefits required by the laws of the state in which the Property is located.

(b) Such policies of insurance will be written in companies reasonably satisfactory to Landlord. Tenant will deliver certificates of such insurance to Landlord prior to commencement of the term of this Lease, and a replacement certificate within a reasonable period of time. For the coverage described in Section 10.4(a)(1) above, Landlord and any mortgagee designated by Landlord in writing will be designated as co-loss payees, as their interests may appear. For the coverage described in Section 10.4(a)(2) above, Landlord will be added as an additional insured. The insurance required to be provided by Tenant may be included in "blanket" policies covering other locations.

(c) Landlord, at Landlord's sole cost and expense, will at all times during the term of this Lease, maintain commercial general liability insurance against claims for personal injury, death or property damage occurring upon, in, or about the Property, such insurance to afford protection to the limit of not less than \$1,000,000.00 single limit coverage; provided, that such policy of insurance will not provide coverage for the negligence or intentional acts of Tenant or its employees, agents, or contractors. Such policy of insurance will be written in a company

reasonably satisfactory to Tenant. Landlord will deliver a certificate of such insurance to Tenant prior to commencement of the term of this Lease, and a replacement certificate at least ten (10) days prior to the expiration date of the then-current certificate. Tenant will be added as an additional insured under such policy.

(d) Landlord and Tenant each hereby waives and releases all claims, liabilities, and causes of action against the other party and their agents, servants, and employees for loss or damage to, or destruction of, the Property or any portion thereof, including the Building and other improvements situated thereon, or any personal property of Landlord or Tenant, as applicable, located on the Property, resulting from fire, explosion, or the other perils included in standard extended risk coverage insurance, **whether caused by the negligence of any of the persons or otherwise** but only to the extent of insurance proceeds paid to or for the benefit of Landlord or Tenant, respectively.

**ARTICLE XI
DAMAGE, DESTRUCTION AND CONDEMNATION**

Section 11.1 Damage and Destruction of Building

(a) If the Property is damaged or destroyed by fire or other casualty to such an extent that it cannot reasonably be restored within one hundred eighty (180) days from the date of such casualty, then Tenant will have the right to terminate this Lease upon thirty (30) days’ written notice to Landlord, which notice must be given within thirty (30) days after the date of the occurrence of the damage or destruction, or such longer period as is reasonably necessary for Tenant to ascertain the damage. If this Lease is terminated as provided above, Landlord shall refund to Tenant that part of the Rent paid in advance for the period after the date on which the damage or destruction occurred.

(b) If Tenant does not so terminate this Lease, then Landlord, with reasonable diligence, will repair and reconstruct the Building to substantially the same condition that the Building was in immediately prior to the damage or destruction, and a just and proportionate part of the Rent will be abated until the repairs have been completed.

(c) Notwithstanding anything contained herein to the contrary, if the Property is damaged or destroyed, and the Lease is not terminated as provided above, then (i) Tenant will have the right to terminate this Lease upon written notice to Landlord if the Property is not repaired or reconstructed within one hundred eighty (180) days, subject to extension by Force Majeure from the date on which the Property was damaged or destroyed; and (ii) Landlord will have the right to terminate the Lease if the proceeds of insurance are not sufficient to complete the necessary repair or reconstruction.

Section 11.2 Condemnation

(a) Landlord represents and warrants to Tenant that there is no condemnation action affecting or involving the Property and Landlord does not have actual knowledge of any pending or contemplated condemnation action that involves the Property.

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(b) In the event of a total condemnation of the Property, this Lease will terminate, and the Rent provided for herein will abate as of the date the title to the Property vests in the condemning authority.

(c) In the event of a partial condemnation of the Property that adversely impacts, in Tenant's reasonable judgment, Tenant's use and enjoyment of the Property for its business purposes, Tenant will have the right, upon written notice given to Landlord, to terminate this Lease. Tenant's written notice must be given to Landlord on the later to occur of (i) sixty (60) days following the date on which title to the portion of the Property so taken vests in the condemning authority, (ii) sixty (60) days following the date on which Tenant receives a copy or notice of the condemning authority's definitive plans for its use, occupancy, alteration, or reconfiguration of the condemned property, including but not limited to any definitive plans for disrupting or limiting access to portions of the Property not subject to the partial condemnation. In such event, this Lease will terminate effective as of forty-five (45) days following the date of Tenant's notice or on such other date set forth in Tenant's notice. Upon the effective date of such termination, Tenant will have vacated the Property and the Rent payable under this Lease will cease.

(d) In the event of any partial condemnation that does not result in the termination of this Lease as provided above, Landlord will, at Landlord's expense, restore the Property to the condition that, as nearly as practicable, existed prior to the condemnation provided, however, in no event will Landlord be required to expend more monies in effectuating the restoration than are awarded to Landlord in the condemnation and equitably allocated to the taking respecting the Property. In the event of any condemnation that does not result in the termination of this Lease, the Rent will be equitably abated based on the part of the Property taken.

(e) All condemnation awards respecting the taking will belong to Landlord and Tenant will assert no interest therein; provided, however, that Tenant will at all times be entitled to maintain any action for, and recover, any award for a taking of Tenant's Equipment and other personal property, and for Tenant's moving and relocation expenses.

ARTICLE XII SUBORDINATION, ATTORNMENT AND ESTOPPEL

Section 12.1 Landlord's Mortgages

Landlord warrants that the Property is subject to no mortgages, deeds of trust, or other liens as of the Lease Date.

At the option of Landlord, this Lease will be subject and subordinate to the lien of any mortgage hereafter placed on the Property, provided, however, that, as a condition precedent to such subordination, the holder of the mortgage to which this Lease is to be subordinated executes and delivers to Tenant a non-disturbance agreement in form and substance reasonably satisfactory to Tenant, which will provide that, (i) so long as Tenant will not be in default under this Lease beyond any applicable cure period, Tenant's possession of the Property and its rights under this Lease will not be disturbed by the mortgagee, or by any successor in interest to the mortgagee, by foreclosure, {00947898 6}

or otherwise, and (ii) neither the mortgagee nor any the successor in interest will have any greater rights with respect to this Lease, or against Tenant, than Landlord has under this Lease.

If Landlord’s interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, subject to the terms and conditions of any non-disturbance agreement entered with any lender pursuant to this Section 12.1, Tenant shall attorn to the transferee of or successor to Landlord’s interest in the Property and shall recognize such transferee or successor as Landlord under this Lease.

Section 12.2 Estoppel Certificates

Either party, within thirty (30) business days after receipt of a request from the other party, will execute and deliver to the other party, or to any third party directed by the other party, a certificate, in recordable form, certifying (i) that this Lease is in full force and effect, (ii) the commencement and termination dates of the Term, (iii) the amount of the monthly Base Rent payable and the date through which Base Rent has been paid, (iv) that there have been no amendments hereto except as identified therein, and (v) that to its knowledge the other party is not in default under the Lease except as set forth therein. Any third party to whom such certificate is addressed will have a right to rely on it.

Section 12.3 No Landlord’s Lien

Landlord acknowledges that it has no lien upon or security interest in Tenant’s Equipment, furnishings, or other personal property and hereby waives any statutory or common law lien.

Section 12.4 Landlord Consent

Promptly after Tenant’s request, including a request concurrent with the execution of this Lease, Landlord will execute a landlord waiver, or such other commercially reasonable form of agreement required by Tenant’s lender providing for Landlord’s waiver of any lien in Tenant’s machinery, equipment, furniture, trade fixtures, inventory, and all additions, replacements, or substitutions therefor.

**ARTICLE XIII
OTHER LANDLORD COVENANTS**

Section 13.1 Covenant of Quiet Enjoyment

Landlord warrants that it has good and indefeasible fee title to the Property and agrees that Tenant, upon paying the Rent and all other charges herein provided for and performing its obligations under this Lease, will lawfully and quietly hold, occupy, and enjoy the Property during the term of this Lease, without hindrance or molestation.

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**ARTICLE XIV
DEFAULTS AND REMEDIES**

Section 14.1 Tenant Defaults

Tenant will be in default hereunder if:

- (1) Tenant fails to pay any Base Rent or other monies due hereunder within ten (10) days after written notice from Landlord; provided, however, Landlord is only required to provide written notice two (2) times in any twelve (12) month period;
- (2) Tenant fails to perform within thirty (30) days after notice from Landlord any other of the terms, covenants, conditions, or obligations herein to be performed by Tenant; provided, however, if performance reasonably requires more than thirty (30) days and Tenant commences performance within thirty (30) days after notice from Landlord and diligently pursues the matter to completion, Tenant will be entitled to such longer period, not to exceed ninety (90) days as may be necessary to perform;
- (3) any proceeding is commenced by Tenant for the purpose of subjecting the assets of Tenant to any law relating to bankruptcy or insolvency or for an appointment of a receiver of Tenant or any of Tenant's assets, or any such proceeding is commenced against Tenant and is not discharged within sixty (60) days thereafter; or
- (4) Tenant makes a general assignment of Tenant's assets for the benefit of creditors.

Section 14.2 Landlord Remedies

(a) Upon the occurrence of any such default that continues beyond any applicable cure period ("***Event of Default***"), Landlord shall have the option to pursue any one or more of the following remedies:

- (1) Without any further notice or demand whatsoever, enter upon the Property in accordance with Applicable Law (including altering locks and other security devices) without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any actual expenses which Landlord may incur in this effecting compliance with Tenant's obligations under this Lease. Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action by Landlord following an Event of Default by Tenant, unless caused by the negligence or willful misconduct of Landlord. If Landlord elects to repossess the Property without terminating this Lease, then Tenant shall be liable for and shall pay to Landlord at the address set forth for Landlord herein, all Rent and other indebtedness accrued to the date of such repossession, plus Rent required to be paid by Tenant to Landlord during the remainder of the Term until the date of expiration of the Term, diminished by any net sums thereafter received by Landlord through reletting the Property during such period (after

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deducting expenses incurred by Landlord as provided herein). In no event shall Tenant be entitled to any excess of any rent obtained by reletting over and above the rent herein reserved. Actions to collect amounts due by Tenant as provided herein may be brought from time to time, on one or more occasions, without the necessity of the expiration of the Term.

(2) Without any further notice or demand whatsoever, enter upon and take possession of the Property in accordance with applicable law and expel or remove Tenant and any other person who may be occupying the Property or any part thereof, without being liable for prosecution or any claim for damages therefor, and, if Landlord so elects, relet the Property on such terms as Landlord may reasonably deem advisable and receive the rent therefor. Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting, including, without limitation, any and all broker's fees incurred by Landlord in connection with reletting the whole or any part of the Property, the costs of removing and storing Tenant's or other occupant's property, the costs of repairing, altering, remodeling or otherwise putting the Property into a plain, vanilla shell condition, and all expenses actually incurred by Landlord in enforcing Landlord's remedies. Past due Rent and other past due payments shall bear interest from maturity at the lesser of (i) twelve percent (12%) per annum or (ii) the then highest lawful contract rate which Tenant is authorized to pay under the applicable laws of the State of Texas and of the United States of America (the "**Default Rate**").

(3) Terminate this Lease, in which event Tenant shall immediately surrender the Property to Landlord, and if Tenant fails to do so, Landlord, may without prejudice to any other remedy which Landlord may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove Tenant and any other person who may be occupying the Property, or any part thereof, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Property on satisfactory terms or otherwise.

(b) The exercise of any of the foregoing remedies shall not preclude exercise of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall the exercise of any remedy herein provided constitute a forfeiture or waiver of any rental payable to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

(c) Right of Landlord to Cure Default of Tenant. Landlord, at its option, instead of exercising any other rights or remedies available to it under this Lease, or otherwise, may, following expiration of any notice and cure period, enter into the Property and perform such acts or spend such sums of money as is reasonably necessary to cure any default of Tenant herein. The amount spent and cost incurred, including reasonable attorneys' fees, in curing such default will be paid by Tenant as additional rent upon demand.

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(d) Cumulative Remedies. No remedy herein or elsewhere in this Lease or otherwise by law, statute, or equity conferred upon or reserved to Landlord will be exclusive of any other remedy, but will be cumulative, and may be exercised from time to time and as often as the occasion may arise.

(e) Overdue Payments. All Rent and other amounts due under this Lease from Tenant to Landlord will be due on demand, unless otherwise specified, and if not paid within ten (10) days after the date when due, will bear interest from the date when due at the Default Rate until paid in full.

Section 14.3 Landlord Default; Tenant Remedies

(a) Tenant will give Landlord written notice of any breach by Landlord in the performance of any warranty, covenant, or obligation to be kept or performed by Landlord hereunder. If the breach is not cured within thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the breach, or such lesser period of time specified in Tenant's notice as is reasonable in the event of an emergency, Landlord will be in default hereunder; provided, however, if performance reasonably requires more than thirty (30) days or such lesser period of time as is reasonable in an emergency and Landlord commences performance within thirty (30) days or such lesser period of time as is specified in an emergency after notice from Tenant and diligently pursues the matter to completion, Landlord will be entitled to such longer period as may be necessary to perform.

(b) If Landlord is in default and fails to cure such default in accordance with Section 14.3(a) above, Tenant, after giving Landlord an additional ten (10) day written notice specifying the breach and Tenant's intention to cure same, may spend such money as is reasonably necessary to cure the default and thereafter bring an action against Landlord to recover the same, together with interest thereon at the rate of twelve percent (12%) per annum from the date of demand on Landlord, and costs and expenses, and reasonable attorneys' fees. In addition to any other means available to Tenant to collect any such judgment, Tenant will have the right to offset the amount of such judgment against any Rent or other sum due under this Lease. Tenant also will have any other remedies to which it is entitled pursuant to applicable law.

Section 14.4 Waiver of Punitive, Exemplary and Speculative Damages

Tenant and Landlord hereby knowingly, voluntarily, intentionally, and expressly waive any and all rights each of them may have to seek consequential, exemplary, punitive, or other speculative damages from the other or any of the other's affiliates, officers, directors, or employees or any of their successors with respect to any and all issues presented in any action, proceeding, claim, or counterclaim brought by either party against the other or any of the other's affiliates, officers, directors, or employees or any of their successors with respect to any matter arising out of or in connection with this Lease or any document contemplated herein or related hereto. The waiver by Tenant and Landlord of any right they may have to seek consequential, exemplary, punitive, or

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other speculative damages has been negotiated by the parties hereto and is an essential aspect of their bargain.

**ARTICLE XV
GENERAL PROVISIONS**

Section 15.1 Successors and Assigns

This Lease will bind and inure to the benefit of Landlord, Tenant, and their respective successors and permitted assigns.

Section 15.2 Notices

All notices, demands, consents, and approvals that may or are required to be given by either party to the other hereunder will be in writing and will be deemed to have been fully given when (i) delivered personally, subject to written confirmation of receipt, (ii) sent by email, (iii) sent by a nationally recognized overnight courier service, or (iv) sent by United States mail, certified or registered, return receipt requested, postage prepaid, addressed as follows:

Landlord:

Oldham Barnard Holdings, LLC
230 2 Mile Lane
Smithville, Texas 78957
Attention: Mike Oldham
Email: Oldhamfarms@hotmail.com

with a copy thereof to:

The Ellison Firm
302 Holleman Drive East, Suite 76
College Station, Texas 77845
Attention: Amy L. Clough
Email: amy@ellisonlaw.com

Tenant:

MAJCO LLC
14401 Princeton Ave.
Moorpark CA 93021
Attn: Chief Financial Officer
Email: ryan.fowkes@bigbrandtire.com

with a copy thereof (which shall not constitute notice) to:

MAJCO LLC
14401 Princeton Ave.
Moorpark CA 93021
Attn: General Counsel
Email: laura.mollet@bigbrandtire.com

and with a copy thereof (which shall not constitute notice) to:

Property Works
Attn: BBT #4008
Email: bigbrandtireservice@propertyworks.com

Mailing Address: PO Box 1067
Decatur, GA 30031

Overnight Courier Delivery Address:

708 Church Street
Decatur, GA 30030

Notice sent by courier will be deemed to have been given to the party to whom it is sent on the day the same is delivered to such party or delivery is refused at its then current address for the giving of notices. Notice sent by email will be deemed to have been given to the party to whom it is sent on the day transmitted unless transmitted on a Saturday, Sunday, or legal holiday in the State where the Property is located, in which case it will be deemed to have been given on the next following day that is not a Saturday, Sunday, or legal holiday in the State where the Property is located. Notice sent by mail will be deemed to have been given to the party to whom it is addressed on the day three days after the date the same is deposited in the United States mail, postage prepaid.

Either party hereto may change such party's address for the service of notice hereunder by written notice of said change to the other party hereto, in the manner above specified ten (10) days prior to the effective date of said change.

Section 15.3 Force Majeure

Any prevention, delay, or stoppage due to strikes, lockouts, acts of God, enemy, or hostile governmental action, civil commotion, pandemic, or other public health emergency, fire, or other casualty beyond the control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay, or stoppage, except the foregoing shall not apply to (i) the obligations imposed with regard to Base Rent and other monies to be paid by Tenant pursuant to this Lease and (ii) any indemnification obligations under this Lease.

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Section 15.4 Time is of the Essence

Time is of the essence with respect to each and every provision of this Lease in which time is a factor.

Section 15.5 Severability

If any term or provision of this Lease, or the application thereof to any person or circumstances will to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstance other than those as to which it is invalid or enforceable, will not be affected thereby and each provision of this Lease will be valid and enforceable to the extent permitted by law.

Section 15.6 Attorneys' Fees

If any action is brought by either party to enforce this Lease, the prevailing party in such action will be entitled to recover its court costs and reasonable attorneys' fees as a part thereof.

Section 15.7 Governing Law

This Lease will be governed by the laws of the state in which the Property is located.

Section 15.8 Waiver of Jury Trial

Each party acknowledges and agrees that any controversy that may arise under this Lease is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Lease or the transactions contemplated hereby. Each party to this Lease certifies and acknowledges that (i) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (ii) such party has considered the implications of this waiver, and (iii) such party makes this waiver voluntarily. Tenant hereby waives any statutory lien provided under Section 91.004 of the Texas Property Code (as same may be amended).

Section 15.9 Counterparts; Electronic Delivery

This Lease may be executed in any number of counterparts, each of which will be an original and all of which will constitute one document. Delivery of an executed counterpart of this Lease by email or facsimile will constitute delivery of an executed original.

Section 15.10 No Strict Construction

The parties and their respective counsel have participated jointly in the negotiation and drafting of this Lease. If an ambiguity or question of intent or interpretation arises, this Lease will be construed

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as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Lease.

Section 15.11 Brokers

Landlord and Tenant each represents and warrants to the other that it has not hired, retained, or dealt with any broker or finder in connection with this Lease. Each of Landlord and Tenant will defend, indemnify, and hold the other party harmless from and against any and all claims for finder's fees or brokerage or other commissions that may at any time be asserted against either party founded upon a claim that is inconsistent with the aforesaid representation and warranty of the indemnifying party, together with any and all losses, damages, costs, and expenses (including reasonable attorneys' fees) relating to such claims or arising therefrom or incurred by the indemnified party in connection with the enforcement of this indemnification provision.

Signature Pages Follow

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

Oldham Barnard Holdings, LLC,
a Texas limited liability company

By: _____

Name: Michael Oldham

Title: Manager

TENANT:

MAJCO LLC,
a California limited liability company

By: _____

Name: Joe Buscaglia

Title: Chief Executive Officer

Schedule 1
Definitions

Set forth below are certain capitalized terms used in this Lease and a reference to the provision of the Lease that defines such term.

| <u>Defined Term</u> | <u>Lease Provision</u> |
|----------------------------|-------------------------------|
| Additional Parking Area | Recital B |
| Asset Purchase Agreement | Recital E |
| Base Rent | Section 3.1 |
| Building | Recital A |
| Business | Section 1.4 |
| Business Permits | Section 1.4 |
| City | Recital B |
| City Property | Recital B |
| Claims and Losses | Section 10.1 |
| Current License Agreement | Recital B |
| Default Rate | Section 14.2(a) |
| Entire Property | Recital D |
| Equipment | Section 4.3 |
| Environmental Claim | Section 9.1 |
| Environmental Law | Section 9.1 |
| Environmental Reports | Section 9.1 |
| Event of Default | Section 14.2(a) |
| Extended Term | Section 2.2 |

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Schedule 1 - 1

| <u><i>Defined Term</i></u> | <u><i>Lease Provision</i></u> |
|------------------------------|-------------------------------|
| Hazardous Material | Section 9.1 |
| Improvements | Section 6.3 |
| Indemnatee | Section 9.4(d) |
| Initial Tenant Improvements | Section 1.5 |
| Initial Term | Section 2.1 |
| Land | Recital A |
| Landlord | Initial Paragraph |
| Landlord Parties | Section 9.1 |
| Landlord's Knowledge | Section 1.2(b) |
| Lease | Initial Paragraph |
| Lease Date | Initial Paragraph |
| Loss | Section 9.1 |
| Memorandum | Section 1.6 |
| New License Agreement | Recital C |
| Owner and Encumbrance Report | Section 1.3 |
| Parking Area | Recital B |
| Permitted Transaction | Section 8.3(a) |
| Permitted Transferee | Section 8.3(b) |
| Permitted Use | Section 4.1 |
| Primary Parking Area | Recital A |
| Property | Recital A |

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Schedule 1 - 2

| <u><i>Defined Term</i></u> | <u><i>Lease Provision</i></u> |
|--|-------------------------------|
| Rent | Section 3.1 |
| Rent Reset Date | Section 3.1 |
| Seller | Recital D |
| Site Plan | Recital A |
| Tenant | Initial Paragraph |
| Tenant Parties | Section 9.1 |
| Term <i>or</i> Lease Term <i>or</i> term of this Lease | Section 2.3 |

{00947898 6}

Schedule 1 - 3

Exhibit A-1

Legal Description of Property

Lot 1, St. Barnard's Subdivision, Cabinet No. 1, Page 147-B, Plat Records,
Bastrop County, Texas.

Legal Description of the City Property

BEING a 0.347 acre tract, lot or parcel of land out of and being a portion of unopened Chambers Street in the City of Bastrop, Bastrop County, Texas, according to the map or plat of said city as recorded in Plat Cabinet No. 1, Page 23A, Bastrop County Plat Records and being a portion certain 0.225 acre tract described in a deed from Franklin Federal Bancorp to Dennis Barnard, et al, recorded in Volume 587, Page 842, Bastrop County Deed Records and being all of that certain 0.261 acre tract described as Tract Two in a deed from Stanley P. Smith, Trustee of the Smith Trust to Barnard Tire and Wheel, Inc., recorded in Volume 662, Page 572, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 Inch iron rod with survey cap found in the south line of Loop 150, the northwest corner of the before mentioned 0.261 acre tract, for the northwest corner of this tract.

THENCE with the south line of Loop 150, N 89 deg. 36 min. 58 sec. E, 20.09 feet to a 1/2 inch iron rod found at the northeast corner of the 0.261 acre tract and northwest corner of the before mentioned 0.225 acre tract, continuing N 89 deg. 34 min. 52 sec. E, 28.05 feet to a point the west line of Building Block No. 73 and east line of Chambers Street, for the northeast corner of this tract.

THENCE with the west line of the Building Block No. 73 and east line of Chambers Street, S 00 deg. 23 min. 08 sec. E, 322.47 feet to a point for the southwest corner of Building Block No. 73 and east line of Chambers Street in the north line of Pine Street, the southeast corner of the said 0.261 acre tract, for the southeast corner of this tract. Said right-of-way of Pine Street being occupied by a 30 foot concrete drainage ditch.

THENCE crossing Chambers Street with the north line of Pine Street, N 89 deg. 51 min. 35 sec. W, 45.57 feet to the southwest corner of the said 0.261 acre tract, for the southwest corner of this tract, from which the southeast corner of Building Block No. 68, the intersection of the north line of Pine Street, with the west line of Chambers Street bears N 89 deg. 51 min. 35 sec. W, 9.98 feet.

THENCE with the west line of the 0.261 acre tract, N 00 deg. 50 min. 40 sec. W, 322.05 feet to the POINT OF BEGINNING, containing 0.347 acres of land.

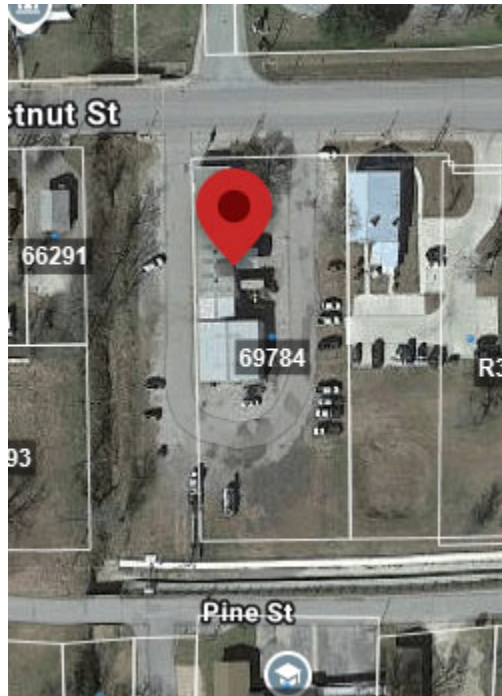
{00947898 6}

Exhibit A - 1

Lease – Project Vega
1501 Chestnut Street, Bastrop, TX 78602

Exhibit A-2

Site Plan



{00947898 6}

Exhibit A - 2

Lease – Project Vega
1501 Chestnut Street, Bastrop, TX 78602

Exhibit B
Owner and Encumbrance Report

See Attached

{00947898 6}

Exhibit B - 1

Lease – Project Vega
1501 Chestnut Street, Bastrop, TX 78602

Exhibit C
Intentionally Omitted

{00947898 6}

Exhibit C - 1

Lease – Project Vega
1501 Chestnut Street, Bastrop, TX 78602

Exhibit D

Initial Tenant Improvements

- Remove all existing signage/flyers
- Paint interior BBT Paint scheme
- Run new electrical and CAT 6 lines to new TVs behind the service counter
- Install/Hang interior BBT branding
- Replace exterior signage
- Add window graphics
- Paint exterior (if necessary)
- Replace flooring (if necessary)
- Replace furniture (if necessary)
- Fix any deficiencies on site such as broken windowpanes

{00947898 6}

Exhibit D - 1

Lease – Project Vega
1501 Chestnut Street, Bastrop, TX 78602

Exhibit E

Form of Memorandum of Lease

PREPARED BY:

AFTER RECORDING
RETURN TO:

MEMORANDUM OF LEASE

This Memorandum of Lease is made _____, 20__, by and between OLDHAM BARNARD HOLDINGS, LLC (the "**Landlord**") and MAJCO LLC, a California limited liability company (the "**Tenant**"), who agree as follows:

1. Terms and Property. Landlord leases to Tenant and Tenant leases from Landlord that certain real property (the "**Property**"), the legal description for which is attached hereto and incorporated herein as Exhibit A and commonly known as:

1501 Chestnut Street
Bastrop, Texas 78602

commencing on the date of this Memorandum of Lease and continuing until _____, 20__, with Tenant having _____ () options of _____ () years each to extend the term of the Lease.

2. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the Lease dated _____, 20__ entered into by and between Landlord and Tenant (the "**Lease**"). The

{00947898 6}

Exhibit E - 1

Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

Signature Page Follows

{00947898 6}

Exhibit E - 2

Lease – Project Vega
1501 Chestnut Street, Bastrop, TX 78602

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.

LANDLORD:

Oldham Barnard Holdings, LLC,
a Texas limited liability company

By: _____

Printed Name: Michael Oldham

Title: Manager

STATE OF TEXAS

COUNTY OF _____

On _____, 20____ before me, _____, Notary Public, personally appeared Michael Oldham, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Manager of the Oldham Barnard Holdings, LLC, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

{00947898 6}

Exhibit E - 3

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.

TENANT:

MAJCO LLC,
a California limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

On _____, 20____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as _____ of the _____, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

Exhibit A to Memorandum of Lease

Legal Description

LOCATION:
1501 Chestnut Street
Bastrop, TX 78602

Bastrop County Parcel #s: 69784

{00947898 6}

Exhibit E - 5

Lease – Project Vega
1501 Chestnut Street, Bastrop, TX 78602

Exhibit F
Environmental Reports

[To be identified]

4884-6880-6142, v. 9

{00947898 6}

Exhibit F - 1

Lease – Project Vega
1501 Chestnut Street, Bastrop, TX 78602



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-08, authorizing an update and amending Bastrop Code of Ordinances, Chapter 13, Article 13.12, entitled “Impact Fees”, updating the land use assumptions, Capital Improvement Plan and amending Impact Fees for Wastewater Utilities, as attached in Exhibits A-C; and move to include on the March 11, 2025, agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The Impact Fee Capital Improvements Advisory Committee received a presentation from NewGen Strategies on December 19, 2024. Planning and Zoning Impact Fee Advisory Committee is established to provide a mechanism for public input and recommendation for impact fee rates to Planning and Zoning Commission, and ultimately to the City of Bastrop City Council.

The Planning and Zoning Impact Fee Advisory Committee unanimously voted to recommend the impact fee increase to \$8,625 from \$5,089 to the City Council.

“Impact Fee means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development”

Texas Local Government Code §395.001

The following costs are recoverable:

- Construction
- Surveying and Engineering
- Land Acquisition and Associated Costs
- Financing Costs
- Engineering Costs Associated with Land Use/Capital Improvements Planning and/or Financial Consulting Associated with Developing Impact Fees (Not Employed by the City)

An impact fee is calculated as:

$$\text{Impact Fee} = (\text{Cost of Impact Fee CIP} - \text{Credit}) / (\text{New Service Units})$$

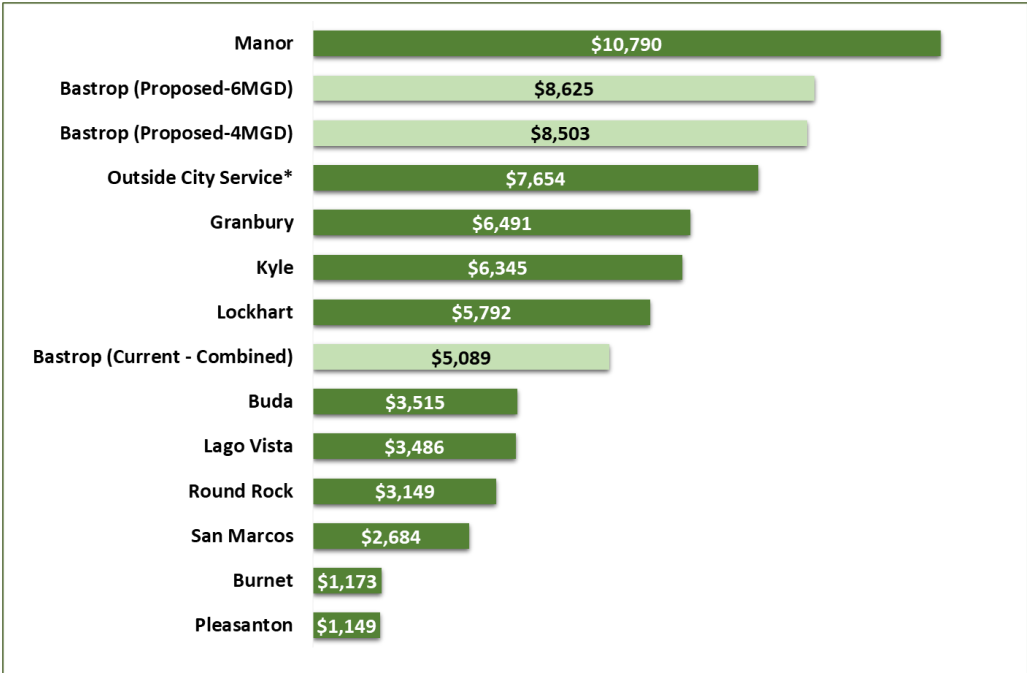
The City must review impact fees at least every 5 years but can review more frequently as needed. In a period of rapid growth, it is important that Bastrop keep pace with the amount of growth that is in our area and served by the City. The wastewater impact fees specifically must be addressed

to service future wastewater treatment plant expansion needs with projections exceeding \$100M for a 4MGD (million gallons per day) expansion. Engineering projections estimate at least another 6-8MGD will be needed in the next 10 years, and 12MDG in the next 20 years.

| W/ 4 MGD Plant Expansion | Total Project Amount | % for 2024-2034 Growth | Impact Fee Eligible |
|--------------------------|-----------------------|------------------------|----------------------|
| Wastewater Treatment | \$ 267,514,174 | 9.53% | \$ 25,485,048 |
| Wastewater Pumping | 6,703,660 | 13.000% | 871,786 |
| Major Collection Lines | 27,263,235 | 95.02% | 25,905,822 |
| Impact Fee Study | 6,250 | 100.00% | 6,250 |
| Total | \$ 301,487,319 | | \$ 52,268,906 |

| W/ 6 MGD Plant Expansion | Total Project Amount | % for 2024-2034 Growth | Impact Fee Eligible |
|--------------------------|-----------------------|------------------------|----------------------|
| Wastewater Treatment | \$ 332,014,174 | 7.86% | \$ 26,080,642 |
| Wastewater Pumping | 6,703,660 | 13.000% | 871,786 |
| Major Collection Lines | 27,263,235 | 95.02% | 25,905,822 |
| Impact Fee Study | 6,250 | 100.00% | 6,250 |
| Total | \$ 365,987,319 | | \$ 52,865,500 |

The proposal is to increase the wastewater impact fee from \$5,089 to \$8,625, a 69% increase, and would rank Bastrop at near the top of the local area, but also keeps pace with Bastrop’s astronomical growth, expected to see a 40%+ increase by 2030.



FISCAL IMPACT:

Total wastewater debt is approximately \$140M. If the wastewater impact fees are not increased, the cost of the debt must be spread to not only new developments but also existing customers.

RECOMMENDATION:

Approve the recommended impact fee to \$8,625 from \$5,089.

ATTACHMENTS:

1. Ordinance No. 2025-08
2. Impact Fee Exhibits for 4MGD
3. Impact Fee Exhibits for 6MGD

ORDINANCE NO. 2025-08

UPDATING AND AMENDING IMPACT FEE FOR WASTEWATER UTILITIES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN UPDATE AND AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 13, ARTICLE 13.12, ENTITLED "IMPACT FEES", UPDATING THE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN AND AMENDING IMPACT FEES FOR WASTEWATER UTILITIES, AS ATTACHED IN EXHIBITS A-C; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDING OF FACT, ENACTMENT, ENFORCEMENT, A REPEALER, AND ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas and the Texas Local Government Code, Chapter 395, authorizes and provides the requirements for political subdivisions to impose impact fees on new developments in order to generate funding or recoup the costs of capital improvements or facility expansion necessitated by and attributable to the new development; and

WHEREAS, new residential and nonresidential development causes and imposes increased demands upon Bastrop public facilities and services, including wastewater facilities, that would not otherwise occur; and

WHEREAS, planning projections indicate that such development will continue and will place ever-increasing demands on the City to provide necessary public facilities; and

WHEREAS, the development potential and value of properties is strongly influenced and encouraged by City policy as expressed in the City's 2036 Comprehensive Plan and as implemented via the City zoning ordinance and map; and

WHEREAS, to the extent that such new development places demand upon the public facility infrastructure, those demands should be satisfied by more equitably assigning responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands for them; and

WHEREAS, the amount of the impact fee to be imposed shall be determined by the cost of the additional public facilities needed to support such development, which public facilities shall be identified in a capital improvements program;

and

WHEREAS, the City Council, after careful consideration of the matter, hereby finds and declares that impact fees imposed upon residential and nonresidential development to finance specified major public facilities, the demand for which is created by such development, is in the best interests of the general welfare of the City and its residents, is equitable, and does not impose an unfair burden on such development; and

WHEREAS, in 1987 the Texas Legislature adopted Senate Bill 336, now Chapter 395 of the Texas Local Government Code, and subsequently amended said Chapter from time to time; and

WHEREAS, the City Council finds that in all things the City has complied with said statute in the notice, adoption, promulgation and methodology necessary to adopt Impact Fees; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

- Section 1.** FINDING OF FACT. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2.** ENACTMENT. Article 13.12. "Impact Fees", of Chapter 13, "Utilities", of the Code of Ordinances of the City of Bastrop are amended to read as described an attached here to as Exhibit "A".
- Section 3.** REPEALER. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.
- Section 4.** SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- Section 5.** ENFORCEMENT. The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit

for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 6. EFFECTIVE DATE. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 7. PASSAGE. Pursuant to Section 3.12 of the City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.

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

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 25th day of February 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 11th day of March 2025.

[Signature Page Follows]

APPROVED:

by: _____
John Kirkland, Mayor
ProTem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

City of Bastrop Code of Ordinances Chapter 13 — UTILITIES Article 13.12-Impact Fees

DIVISION 1. - GENERALLY

Sec. 13.12.001 - Short Title.

No changes.

Sec. 13.12.002- Intent.

No changes. Sec.13.12.003-Authority. No changes.

Sec. 13.12.004 - Definitions.

No changes.

Sec. 13.12.005 - Applicability.

No changes.

Sec.13.12.006 - Impact Fees as Conditions of Development Approval.

No changes.

Sec.13.12.007 • Establishment of Water and Wastewater Service Areas.

No changes.

Sec.13.12.008 - Land Use Assumptions.

Land use assumptions used in the development of the impact fees are contained in Exhibit B to Ordinance -2022-18. These assumptions may be revised by the City Council according to the procedure set forth in V.T.C.A. Local Government Code, Chapter 395 and its successors.

Sec.13.12.009 - Service Units.

No changes.

Sec. 13.12.010 - Impact Fees Per Service Unit.

The maximum impact fee per service unit for each service area shall be computed by dividing the growth-related capital construction cost of service in the service area identified in the capital improvements plan for that category of capital improvements, by the total number of projected service units anticipated within the service area which are necessitated by and attributable to new development, based on the land use assumptions for that service area, and adjusted by subtracting credits in the form of future rate or tax contributions to water and/or wastewater GIP funding and adding any additional amount as may be yielded in the inflation-escalator portion of the fee assessment formula set forth in Sec. 13.12.011. Maximum impact fees per service unit for each service area shall be established by category of capital improvements and shall be set forth in Exhibit C to Ordinance 2022-18.

Exhibit B to Ordinance 2025-08 may be amended by the City Council according to the procedure set forth in Chapter 395 of the Texas Local Government Code and its successors.

The effective impact fees per service unit may be amended from time to time by the City Council through ordinance amendment to any amount less than that set forth in Exhibit B to Ordinance 2025-08.

Sec. 13.12.011 - Assessment.

a) *No changes.*

Assessment of the impact fee for any new development shall be made as follows:

No changes.

For new development, which has received final plat approval prior to the effective date of this article and for which no re-platting is necessary prior to the issuance of a building permit, assessment shall be upon the issuance of a building permit, and shall be the value of the effective impact fee per service unit set forth in Exhibit B to Ordinance 2025-08.

For new development, which occurs or is proposed to occur without platting, assessment shall be upon the issuance of a building permit and shall be the value of the effective impact fee per service unit set forth in Exhibit B to Ordinance 2025-08.

No changes.

No changes.

No changes.

No changes.

Sec. 13.12.012 - Calculation of Impact Fees.

No changes

Sec. 13.12.013 - Collection of Impact Fees.

No changes.

Sec. 13.12.014- Offsets Against Impact Fees.

No changes.

Sec. 13.12.015- Establishment ofAccounts and Records.

No changes.

Sec. 13.12.016 - Use of Proceeds of Impact Fee Accounts.

No changes.

Sec. 13.12.017 -Appeals.

No changes.

Sec. 13.12.018 - Refunds.

No changes.

Sec. 13.12.019 - Updates to Plan and Revision of Fees.

No changes.

Sec. 13.12.020 - Functions of Advisory Committee.

No Changes.

Sec. 13.12.021 - Agreement for Capital Improvements.

No changes.

Sec. 13.12.022 - Use of Other Financing Mechanisms.

No changes.

Sec. 13.12.023 - Impact Fees as Additional and Supplemental Regulation.

No changes.

Sec. 13.12.024 - Relief Procedures.

No changes.

Sec. 13.12.025- Exemptions.

No changes.

Sec. 13.12.026 - Certification of Compliance Required.

No changes.

Secs. 13.12.027 -13.12.060 Reserved.

DIVISION 2. -WATER FACILITIES

Sec. 13.12.061 - Service Area.

No changes.

Sec. 13.12.062 - Improvements Plan.

- a) The Water Improvements Plan for the City is hereby adopted as Exhibit D to Ordinance 2022-18 and incorporated by reference herein.
- b) *No changes.*

Sec. 13.12.063 - Impact Fees.

- a) The maximum impact fee values per service unit for water facilities are hereby adopted and incorporated in Exhibit B to Ordinance 2025-08 and made a part hereof by reference.
- b) *No changes.*

Secs. 13.12.064-13.12.090 - Reserved.

DIVISION 3. - WASTEWATER FACILITIES

Sec. 13.12.091 - Service Area.

No changes.

Sec.13.12.092 - Improvements Plan.

- a) The Wastewater Improvements Plan for the City is hereby adopted as Exhibit C to Ordinance 2025-08 hereto and incorporated by reference herein.
- No changes.*

Sec.13.12.093 - Impact Fees.

- a) The maximum impact fee values per service unit for wastewater facilities are hereby adopted and

incorporated in Exhibit B to Ordinance 2025-08 and made a part hereof by reference.
No changes.

**Exhibit B
Maximum and Effective Impact Fee**

| Meter Type | Meter Size | Multiplier | Maximum Impact Fee | | | | Effective Impact Fee | | | |
|-------------------|-------------------|-------------------|---------------------------|-----------------------------|--------------|--------------|-----------------------------|-----------------------------|--------------|--------------|
| | | | Water - Production | Water - Distribution | Sewer | All | Water - Production | Water - Distribution | Sewer | All |
| Simple | 5/8" x 3/4" | 1.0 | \$ 1,347.00 | \$ 6,835.00 | \$ 8,503.00 | \$ 16,685.00 | \$ 1,347.00 | \$ 6,835.00 | \$ 8,503.00 | \$ 16,685.00 |
| Simple | 3/4" | 1.0 | 1,347.00 | 6,835.00 | 8,503.00 | 16,685.00 | 1,347.00 | 6,835.00 | 8,503.00 | 16,685.00 |
| Simple | 1" | 2.5 | 3,367.50 | 17,087.50 | 21,257.50 | 41,712.50 | 3,367.50 | 17,087.50 | 21,257.50 | 41,712.50 |
| Simple | 1 1/2" | 5.0 | 6,735.00 | 34,175.00 | 42,515.00 | 83,425.00 | 6,735.00 | 34,175.00 | 42,515.00 | 83,425.00 |
| Simple | 2" | 8.0 | 10,776.00 | 54,680.00 | 68,024.00 | 133,480.00 | 10,776.00 | 54,680.00 | 68,024.00 | 133,480.00 |
| Compound | 2" | 8.0 | 10,776.00 | 54,680.00 | 68,024.00 | 133,480.00 | 10,776.00 | 54,680.00 | 68,024.00 | 133,480.00 |
| Turbine | 2" | 10.0 | 13,470.00 | 68,350.00 | 85,030.00 | 166,850.00 | 13,470.00 | 68,350.00 | 85,030.00 | 166,850.00 |
| Compound | 3" | 16.0 | 21,552.00 | 109,360.00 | 136,048.00 | 266,960.00 | 21,552.00 | 109,360.00 | 136,048.00 | 266,960.00 |
| Turbine | 3" | 24.0 | 32,328.00 | 164,040.00 | 204,072.00 | 400,440.00 | 32,328.00 | 164,040.00 | 204,072.00 | 400,440.00 |
| Compound | 4" | 25.0 | 33,675.00 | 170,875.00 | 212,575.00 | 417,125.00 | 33,675.00 | 170,875.00 | 212,575.00 | 417,125.00 |
| Turbine | 4" | 42.0 | 56,574.00 | 287,070.00 | 357,126.00 | 700,770.00 | 56,574.00 | 287,070.00 | 357,126.00 | 700,770.00 |
| Compound | 6" | 50.0 | 67,350.00 | 341,750.00 | 425,150.00 | 834,250.00 | 67,350.00 | 341,750.00 | 425,150.00 | 834,250.00 |
| Turbine | 6" | 92.0 | 123,924.00 | 628,820.00 | 782,276.00 | 1,535,020.00 | 123,924.00 | 628,820.00 | 782,276.00 | 1,535,020.00 |
| Compound | 8" | 80.0 | 107,760.00 | 546,800.00 | 680,240.00 | 1,334,800.00 | 107,760.00 | 546,800.00 | 680,240.00 | 1,334,800.00 |
| Turbine | 8" | 160.0 | 215,520.00 | 1,093,600.00 | 1,360,480.00 | 2,669,600.00 | 215,520.00 | 1,093,600.00 | 1,360,480.00 | 2,669,600.00 |
| Compound | 10" | 115.0 | 154,905.00 | 786,025.00 | 977,845.00 | 1,918,775.00 | 154,905.00 | 786,025.00 | 977,845.00 | 1,918,775.00 |
| Turbine | 10" | 250.0 | 336,750.00 | 1,708,750.00 | 2,125,750.00 | 4,171,250.00 | 336,750.00 | 1,708,750.00 | 2,125,750.00 | 4,171,250.00 |
| Turbine | 12" | 330.0 | 444,510.00 | 2,255,550.00 | 2,805,990.00 | 5,506,050.00 | 444,510.00 | 2,255,550.00 | 2,805,990.00 | 5,506,050.00 |

Exhibit C
Wastewater Capital Improvements Plan

| <u>Facility Type</u> | <u>Impact Fee Project Name</u> | <u>Total Construction Cost</u> | <u>Capacity</u> | <u>2024-2034 Demand</u> | <u>Recoverable Cost</u> |
|------------------------|---|--------------------------------|-----------------|-------------------------|-------------------------|
| WW Treatment | WWTP No. 1 & 2 Replaced headworks | \$ 451,274 | 1,400,000 | 9.53% | \$ 42,991 |
| WW Treatment | 2 MGD WWTP #3 Construction / Design | 29,005,900 | 2,000,000 | 9.53% | 2,763,281 |
| WW Treatment | 2 MGD WWTP #3 Phase II Construction / Design | 98,000,000 | 2,000,000 | 9.53% | 9,336,084 |
| WW Treatment | 4 MGD WWTP #3 Phase II | 140,057,000 | 4,000,000 | 9.53% | 13,342,692 |
| WW Pumping | Home Depot LS | 70,000 | 115,200 | 13.00% | 9,103 |
| WW Pumping | Riverside Grove LS | 69,500 | 662,400 | 13.00% | 9,038 |
| WW Pumping | Old Austin LS | 52,000 | 180,000 | 13.00% | 6,762 |
| WW Pumping | Central LS | 255,730 | 1,339,200 | 13.00% | 33,257 |
| WW Pumping | Hunters Crossing LS | 100,000 | 751,680 | 13.00% | 13,005 |
| WW Pumping | River LS | 100,000 | 648,000 | 13.00% | 13,005 |
| WW Pumping | North Pecan LS | 66,500 | 475,200 | 13.00% | 8,648 |
| WW Pumping | Lincoln LS | 50,000 | 48,960 | 13.00% | 6,502 |
| WW Pumping | Wilson LS 1 | 15,000 | 72,000 | 13.00% | 1,951 |
| WW Pumping | Wilson LS 2 | 15,000 | 72,000 | 13.00% | 1,951 |
| WW Pumping | Fisherman Park LS | 225,930 | 329,000 | 13.00% | 29,381 |
| WW Pumping | Main Street LS | 100,000 | 648,000 | 13.00% | 13,005 |
| WW Pumping | Mauna LOA SL | 284,000 | 432,000 | 13.00% | 36,933 |
| WW Pumping | WWTP | 50,000 | 1,080,000 | 13.00% | 6,502 |
| WW Pumping | Gills Branch LS | 250,000 | 648,000 | 13.00% | 32,512 |
| WW Pumping | XS Ranch LS | 5,000,000 | 345 | 13.00% | 650,231 |
| Major Collection Lines | MLK Street Gravity Main | 146,590 | 3,192,000 | 0.00% | - |
| Major Collection Lines | Pecan Street Gravity Main | 171,255 | 3,192,000 | 0.00% | - |
| Major Collection Lines | Central LS Force Main | 143,956 | 1,762,000 | 0.00% | - |
| Major Collection Lines | North Pecan LS Force Main | 5,775 | 282,000 | 0.00% | - |
| Major Collection Lines | Highway 71 Pipe Bursting Project (Expansion from 10" to 15") | 659,000 | 880,888 | 0.00% | - |
| Major Collection Lines | Fayette St. Improvement (Expansion from 12" to 18") | 230,837 | 1,268,478 | 0.00% | - |
| Major Collection Lines | Westside Collection System Gravity Sewer Improvements | 8,150,866 | 23,564 | 100.00% | 8,150,866 |
| Major Collection Lines | Transfer Lift Station and Force Main | 4,440,387 | 5,600 | 100.00% | 4,440,387 |
| Major Collection Lines | Sewer Line replacement (Main St. & Maple, Mesquite, Magnolia, Locust) | 395,000 | 1,200 | 100.00% | 395,000 |
| Major Collection Lines | 10-inch sewer line Agnes St Extension (1800LF) | 500,000 | 860 | 100.00% | 500,000 |
| Major Collection Lines | 24-inch sewer line from Hunter's Crossing to West Bastrop Village | 539,569 | 4,320 | 100.00% | 539,569 |
| Major Collection Lines | XS Ranch 8-inch sewer force mains to be installed as part of the WTP - 22,000LF (tr | 2,200,000 | 1,127,536 | 100.00% | 2,200,000 |
| Major Collection Lines | Financial Way Improvements - 620LF of 8-inch sewer line | 130,000 | 480 | 100.00% | 130,000 |
| Major Collection Lines | Jackson St Extension - 2400LF of 8-inch | 350,000 | 480 | 100.00% | 350,000 |
| Major Collection Lines | Blakey Lane Ext - 8100LF 36-inch | 3,800,000 | 10,850 | 100.00% | 3,800,000 |
| Major Collection Lines | Valverde Offsite WWL - 6300 LF? And 24-inch | 5,400,000 | 4,320 | 100.00% | 5,400,000 |
| Major Collection Lines | Wastewater Impact Fee Update | 6,250 | | 100.00% | 6,250 |
| | Total | \$ 301,487,319 | | | \$ 52,268,906 |

Exhibit B
Maximum and Effective Impact Fee

| Meter Type | Meter Size | Multiplier | Maximum Impact Fee | | | | Effective Impact Fee | | | |
|-------------------|-------------------|-------------------|---------------------------|-----------------------------|--------------|--------------|-----------------------------|-----------------------------|--------------|--------------|
| | | | Water - Production | Water - Distribution | Sewer | All | Water - Production | Water - Distribution | Sewer | All |
| Simple | 5/8" x 3/4" | 1.0 | \$ 1,347.00 | \$ 6,835.00 | \$ 8,625.00 | \$ 16,807.00 | \$ 1,347.00 | \$ 6,835.00 | \$ 8,625.00 | \$ 16,807.00 |
| Simple | 3/4" | 1.0 | 1,347.00 | 6,835.00 | 8,625.00 | 16,807.00 | 1,347.00 | 6,835.00 | 8,625.00 | 16,807.00 |
| Simple | 1" | 2.5 | 3,367.50 | 17,087.50 | 21,562.50 | 42,017.50 | 3,367.50 | 17,087.50 | 21,562.50 | 42,017.50 |
| Simple | 1 1/2" | 5.0 | 6,735.00 | 34,175.00 | 43,125.00 | 84,035.00 | 6,735.00 | 34,175.00 | 43,125.00 | 84,035.00 |
| Simple | 2" | 8.0 | 10,776.00 | 54,680.00 | 69,000.00 | 134,456.00 | 10,776.00 | 54,680.00 | 69,000.00 | 134,456.00 |
| Compound | 2" | 8.0 | 10,776.00 | 54,680.00 | 69,000.00 | 134,456.00 | 10,776.00 | 54,680.00 | 69,000.00 | 134,456.00 |
| Turbine | 2" | 10.0 | 13,470.00 | 68,350.00 | 86,250.00 | 168,070.00 | 13,470.00 | 68,350.00 | 86,250.00 | 168,070.00 |
| Compound | 3" | 16.0 | 21,552.00 | 109,360.00 | 138,000.00 | 268,912.00 | 21,552.00 | 109,360.00 | 138,000.00 | 268,912.00 |
| Turbine | 3" | 24.0 | 32,328.00 | 164,040.00 | 207,000.00 | 403,368.00 | 32,328.00 | 164,040.00 | 207,000.00 | 403,368.00 |
| Compound | 4" | 25.0 | 33,675.00 | 170,875.00 | 215,625.00 | 420,175.00 | 33,675.00 | 170,875.00 | 215,625.00 | 420,175.00 |
| Turbine | 4" | 42.0 | 56,574.00 | 287,070.00 | 362,250.00 | 705,894.00 | 56,574.00 | 287,070.00 | 362,250.00 | 705,894.00 |
| Compound | 6" | 50.0 | 67,350.00 | 341,750.00 | 431,250.00 | 840,350.00 | 67,350.00 | 341,750.00 | 431,250.00 | 840,350.00 |
| Turbine | 6" | 92.0 | 123,924.00 | 628,820.00 | 793,500.00 | 1,546,244.00 | 123,924.00 | 628,820.00 | 793,500.00 | 1,546,244.00 |
| Compound | 8" | 80.0 | 107,760.00 | 546,800.00 | 690,000.00 | 1,344,560.00 | 107,760.00 | 546,800.00 | 690,000.00 | 1,344,560.00 |
| Turbine | 8" | 160.0 | 215,520.00 | 1,093,600.00 | 1,380,000.00 | 2,689,120.00 | 215,520.00 | 1,093,600.00 | 1,380,000.00 | 2,689,120.00 |
| Compound | 10" | 115.0 | 154,905.00 | 786,025.00 | 991,875.00 | 1,932,805.00 | 154,905.00 | 786,025.00 | 991,875.00 | 1,932,805.00 |
| Turbine | 10" | 250.0 | 336,750.00 | 1,708,750.00 | 2,156,250.00 | 4,201,750.00 | 336,750.00 | 1,708,750.00 | 2,156,250.00 | 4,201,750.00 |
| Turbine | 12" | 330.0 | 444,510.00 | 2,255,550.00 | 2,846,250.00 | 5,546,310.00 | 444,510.00 | 2,255,550.00 | 2,846,250.00 | 5,546,310.00 |

Exhibit C
Wastewater Capital Improvements Plan

| <u>Facility Type</u> | <u>Impact Fee Project Name</u> | <u>Total Construction Cost</u> | <u>Capacity</u> | <u>2024-2034 Demand</u> | <u>Recoverable Cost</u> |
|------------------------|---|--------------------------------|-----------------|-------------------------|-------------------------|
| WW Treatment | WWTP No. 1 & 2 Replaced headworks | \$ 451,274 | 1,400,000 | 7.86% | \$ 35,449 |
| WW Treatment | 2 MGD WWTP #3 Construction / Design | 29,005,900 | 2,000,000 | 7.86% | 2,278,495 |
| WW Treatment | 2 MGD WWTP #3 Phase II Construction / Design | 98,000,000 | 2,000,000 | 7.86% | 7,698,174 |
| WW Treatment | 6 MGD WWTP #3 Phase II | 204,557,000 | 6,000,000 | 7.86% | 16,068,525 |
| WW Pumping | Home Depot LS | 70,000 | 115,200 | 13.00% | 9,103 |
| WW Pumping | Riverside Grove LS | 69,500 | 662,400 | 13.00% | 9,038 |
| WW Pumping | Old Austin LS | 52,000 | 180,000 | 13.00% | 6,762 |
| WW Pumping | Central LS | 255,730 | 1,339,200 | 13.00% | 33,257 |
| WW Pumping | Hunters Crossing LS | 100,000 | 751,680 | 13.00% | 13,005 |
| WW Pumping | River LS | 100,000 | 648,000 | 13.00% | 13,005 |
| WW Pumping | North Pecan LS | 66,500 | 475,200 | 13.00% | 8,648 |
| WW Pumping | Lincoln LS | 50,000 | 48,960 | 13.00% | 6,502 |
| WW Pumping | Wilson LS 1 | 15,000 | 72,000 | 13.00% | 1,951 |
| WW Pumping | Wilson LS 2 | 15,000 | 72,000 | 13.00% | 1,951 |
| WW Pumping | Fisherman Park LS | 225,930 | 329,000 | 13.00% | 29,381 |
| WW Pumping | Main Street LS | 100,000 | 648,000 | 13.00% | 13,005 |
| WW Pumping | Mauna LOA SL | 284,000 | 432,000 | 13.00% | 36,933 |
| WW Pumping | WWTP | 50,000 | 1,080,000 | 13.00% | 6,502 |
| WW Pumping | Gills Branch LS | 250,000 | 648,000 | 13.00% | 32,512 |
| WW Pumping | XS Ranch LS | 5,000,000 | 345 | 13.00% | 650,231 |
| Major Collection Lines | MLK Street Gravity Main | 146,590 | 3,192,000 | 0.00% | - |
| Major Collection Lines | Pecan Street Gravity Main | 171,255 | 3,192,000 | 0.00% | - |
| Major Collection Lines | Central LS Force Main | 143,956 | 1,762,000 | 0.00% | - |
| Major Collection Lines | North Pecan LS Force Main | 5,775 | 282,000 | 0.00% | - |
| Major Collection Lines | Highway 71 Pipe Bursting Project (Expansion from 10" to 15") | 659,000 | 880,888 | 0.00% | - |
| Major Collection Lines | Fayette St. Improvement (Expansion from 12" to 18") | 230,837 | 1,268,478 | 0.00% | - |
| Major Collection Lines | Westside Collection System Gravity Sewer Improvements | 8,150,866 | 23,564 | 100.00% | 8,150,866 |
| Major Collection Lines | Transfer Lift Station and Force Main | 4,440,387 | 5,600 | 100.00% | 4,440,387 |
| Major Collection Lines | Sewer Line replacement (Main St. & Maple, Mesquite, Magnolia, Locust) | 395,000 | 1,200 | 100.00% | 395,000 |
| Major Collection Lines | 10-inch sewer line Agnes St Extension (1800LF) | 500,000 | 860 | 100.00% | 500,000 |
| Major Collection Lines | 24-inch sewer line from Hunter's Crossing to West Bastrop Village | 539,569 | 4,320 | 100.00% | 539,569 |
| Major Collection Lines | XS Ranch 8-inch sewer force mains to be installed as part of the WTP - 22,000LF (tr | 2,200,000 | 1,127,536 | 100.00% | 2,200,000 |
| Major Collection Lines | Financial Way Improvements - 620LF of 8-inch sewer line | 130,000 | 480 | 100.00% | 130,000 |
| Major Collection Lines | Jackson St Extension - 2400LF of 8-inch | 350,000 | 480 | 100.00% | 350,000 |
| Major Collection Lines | Blakey Lane Ext - 8100LF 36-inch | 3,800,000 | 10,850 | 100.00% | 3,800,000 |
| Major Collection Lines | Valverde Offsite WWL - 6300 LF? And 24-inch | 5,400,000 | 4,320 | 100.00% | 5,400,000 |
| | Wastewater Impact Fee Update | 6,250 | | 100.00% | 6,250 |
| | Total | \$ 365,987,319 | | | \$ 52,864,500 |



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on Resolution No. R-2025-52 authorizing the reallocation of funding for the Blakey Lane extension.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

Blakey Lane is an important aspect of the City's Master Transportation Plan. Design for Blakey Lane is at 100% design and ready to go out for bids. However, land acquisition from the Townsend Tract has commenced discussions, but has not been completed. Staff anticipates the next 60 days will yield information on how the city moves forward with voluntary or involuntary land acquisition.

Funding for Blakey Lane included a grant from the General Land Office in the amount of \$2.3M, and \$1M from the Bastrop Economic Development Corporation (BEDC). The BEDC has expended approximately \$225K towards design.

The opinion of probable cost (OPC) for Blakey is approximately \$9.5M dollars, leaving a \$6.2M shortfall to be funded from other sources.

The issue with the grant funding is one of timing. The grant requires environmental clearance and then the pursuit of land acquisition. This may add an additional 18-24 months of time for the construction of the project.

Staff is proposing utilizing other available funds that were designated for other projects that remain unfunded.

Currently, there is \$6M available in CO Bond Series 2023 that has been sitting since December 2022 waiting for grants to be approved for Riverbank Stabilization and Gills Branch Drainage. Both projects have been unsuccessful at grant award.

The additional \$3.3M would come from a bond issuance in anticipation of Transportation Impact Fees. There is an anticipated \$1M in fees around the Burleson East Project alone. Additional revenue sources include sales tax, estimated to be \$500K at buildout. A \$3.3M borrow would have an approximate payment of \$300K per year. The sales tax and Transportation Impact Fee can handle this debt amount.

FISCAL IMPACT:

\$6M from Bond Series 2022.

RECOMMENDATION:

Approve the reallocation of funds to complete the Blakey Lane Project.

ATTACHMENTS:

- 1. Bond Series

732, CO Bond Series 2023

| | Project Budget | 2023 | Expenditures | | Total | Remaining Budget | |
|-------------------------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|-------------------------|---------------|
| | | | 2024 | 2025 | | | |
| Old Iron Bridge | 1,785,714.00 | | (365,459.30) | (49,251.97) | (414,711.27) | 1,371,002.73 | Underway |
| Riverbank Stabilization Grant Match | 3,000,000.00 | | | | - | 3,000,000.00 | Not Funded |
| Gills Branch Drainage Grant | 3,000,000.00 | | | | - | 3,000,000.00 | Not Funded |
| Street HA5 | 1,214,286.00 | | (1,234,748.52) | | (1,234,748.52) | (20,462.52) | Underway |
| Street Rehab projects | 2,755,505.00 | | | | - | 2,755,505.00 | Underway |
| Agnes St. Ext | 1,244,495.00 | | | (192,594.75) | (192,594.75) | 1,051,900.25 | Underway |
| Issuance Cost | | (106,996.95) | | | (106,996.95) | (106,996.95) | |
| | 13,000,000.00 | (106,996.95) | (1,600,207.82) | (241,846.72) | (1,949,051.49) | 11,050,948.51 | |

RESOLUTION NO. R-2025-52

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO REALLOCATE BOND FUNDS PREVIOUSLY AUTHORIZED TO FUND BLAKEY LANE STREET IMPROVEMENTS; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council understands the immediate need to provide traffic relief in the area of FM 969 and Blakey Lane; and

WHEREAS, Council understands the reallocation of funds may result in grant matching funds for future projects may not be available; and

WHEREAS, the reallocation of funds will only serve as a partial funding of Blakey Lane; and

WHEREAS, the City Council finds that it is necessary and proper to enact this Resolution.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council authorizes the reallocation of funds previously allocated to Gills Branch Drainage and a Riverbank Stabilization Grant that were not awarded as shown in Exhibit A

Section 3. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. This Resolution shall be in full force and effect from and after its passage.

Section 5. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was

adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 25th day of February, 2025.

THE CITY OF BASTROP, TEXAS:

John Kirkland, Mayor Pro-Tem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A

| 732, CO Bond Series 2023 | | Expenditures | | | | | |
|-------------------------------------|----------------|--------------|----------------|--------------|----------------|------------------|-----------------|
| | Project Budget | 2023 | 2024 | 2025 | Total | Remaining Budget | |
| Old Iron Bridge | 1,785,714.00 | | (365,459.30) | (49,251.97) | (414,711.27) | 1,371,002.73 | Underway Not |
| Riverbank Stabilization Grant Match | 3,000,000.00 | | | | - | 3,000,000.00 | Funded Not |
| Gills Branch Drainage Grant | 3,000,000.00 | | | | - | 3,000,000.00 | Funded |
| Street HA5 | 1,214,286.00 | | (1,234,748.52) | | (1,234,748.52) | (20,462.52) | Underway |
| Street Rehab projects | 2,755,505.00 | | | | - | 2,755,505.00 | Underway |
| Agnes St. Ext | 1,244,495.00 | | | (192,594.75) | (192,594.75) | 1,051,900.25 | Underway |
| Issuance Cost | | (106,996.95) | | | (106,996.95) | (106,996.95) | |
| | 13,000,000.00 | (106,996.95) | (1,600,207.82) | (241,846.72) | (1,949,051.49) | 11,050,948.51 | |



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

A. Consider and act on Resolution No. R-2025-49, authorizing the City Manager to enter into a Sports License Agreement for the use of the Rusty Reynolds Fields by Bastrop Little League.

B. Consider and act on Resolution No. R-2025-50, authorizing the City Manager to enter into a Sports License Agreement for the use of the Rusty Reynolds Fields by Bastrop Youth Baseball & Softball Organization.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The Rusty Reynolds Fields have historically been utilized by a non-profit organization to provide youth sports programs. City Council understands the benefit of allowing park property to be utilized by non-profit organized sports groups to provide affordable youth sports participation opportunities to Bastrop families

The City has been working with two organizations to provide youth sports programs at the fields. The City would like to enter into a Sports License Agreement with the Bastrop Little League and Bastrop Youth Baseball & Softball Organization for the use of the fields.

The agreement terms is for five (5) successive twelve (12) month periods, beginning on the commencement date of the agreement, with automatic twelve (12) month extensions at the end of each successive period, as defined in the terms of the agreement

FISCAL IMPACT:

None.

RECOMMENDATION:

Authorize the approval of both Sports License Agreements.

ATTACHMENTS:

1. Resolution No. R-2025-49
2. Exhibit A – Sports License Agreement with Bastrop Little League
3. Resolution No.R-2025-50

4. Exhibit A – Sports License Agreement with Bastrop Youth Baseball & Softball Organization

RESOLUTION NO. R-2025-49

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SPORTS LICENSE AGREEMENT FOR THE USE OF THE RUSTY REYNOLDS LITTLE LEAGUE FIELDS BY BASTROP LITTLE LEAGUE; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council understands the benefit of allowing park property to be utilized by non-profit organized sports groups to provide affordable youth sports participation opportunities to Bastrop families; and

WHEREAS, Bastrop Little League (“Entity”) seeks to establish a Sports License Agreement for the use of the Rusty Reynolds Little League Fields; and

WHEREAS, the term of the agreement is for five (5) successive twelve (12) month periods, beginning on the commencement date of the agreement, with automatic twelve (12) month extensions at the end of each successive period, as defined in the terms of the agreement; and

WHEREAS, the City Council finds that it is necessary and proper to enact this Resolution.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council authorizes the execution of the Sports License Agreement, which is attached and incorporated herein as Exhibit A.

Section 3. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. This Resolution shall be in full force and effect from and after its passage.

Section 5. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 25th day of February, 2025.

THE CITY OF BASTROP, TEXAS:

John Kirkland, Mayor Pro-Tem

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

**LICENSE AGREEMENT
FOR SPORTS FACILITY ANNUAL USE
BASTROP LITTLE LEAGUE (“BLL”)**

This Sports License Agreement (the "Agreement") is made and entered into as of the 25th day of February, 2025, by and between the CITY OF BASTROP, a Texas home-rule municipal corporation, acting by and through its City Manager or his or her designee, ("City"), and Bastrop Little League, a Texas non-profit corporation ("BLL");

PREAMBLE

The City licenses park property to leagues such as Bastrop Little League “BLL” that operate under nationally organized sports groups. Such leagues serving the local public are granted priority use of the park property and City waives fees that are normally charged to reserve sports fields. In exchange, BLL agrees to comply with all terms, conditions and requirements of this License Agreement at all times, to provide affordable youth sports participation opportunities to BASTROP families, and pay to City a portion of such fees as more definitively described herein. BLL shall be permitted to sell concessions and establish fees to help offset the cost of maintaining their licensed areas.

1. WITNESSETH:

- 1.1 WHEREAS, BLL is a 501(c)(3) non-profit and covenants and agrees to maintain such status throughout the term of this Agreement; and
- 1.2 WHEREAS, BLL provides affordable youth sports participation opportunities to BASTROP families

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the mutual benefits to City and BLL and the observance of the terms and conditions set forth hereinafter, the parties hereto agree to the following:

2. USE OF PREMISES BY BLL

- 2.1 For so long as BLL maintains its non-profit and 501(c)(3) status, operates a youth sports program referred to as BLL (as further defined below), is affiliated with one or more national sports league organizations and meets the other terms of this agreement, City, for and in consideration of the mutual benefits to City and BLL and the observance of the terms and conditions set forth in this Agreement, grants to BLL permission to enter and use, with the requirement that BLL pay City an agreed upon facility use fee for use of the Premises described in **EXHIBIT “A”** as a portion of the baseball fields named Rusty Reynolds Little League Fields located at 2306 Hill Steet (hereinafter on occasion referred to as the “Premises”) each year during the term of this Agreement for the period of 12 months, following the commencement date. This Agreement shall automatically extend for consecutive 12-month periods until such time as it is terminated by either Party, in such manner as provided herein. The effective period of this Agreement, including both the initial period and automatic period, shall hereinafter be referred as the “Program Period”.
- 2.2 Although permission to enter and use the Premises is not exclusive, City shall give BLL priority use of the Premises. Nothing in this agreement is intended to reduce the City’s

- paramount right of control and use of this city public property during the License period.
- 2.3 At those times during which BLL is not utilizing the Premises and is not closed by the City, the Premises shall be open to the general public for park and recreation purposes pursuant to established City Park Use Regulations.
 - 2.4. The Premises shall be occupied by BLL for recreational purposes including but not necessarily limited to organized athletic team activities and food and beverage concessions. BLL agrees that the provisions of this Agreement do not grant to BLL any interest or estate in the Premises but is a mere personal privilege to do certain acts of a temporary character upon the Premises, and that City retains dominion, possession and control of the Premises, including access at all times. City reserves the right to impose and enforce all necessary and proper rules for the management and operation of the Premises, as amended. Further, BLL shall not allow parking of vehicles outside of designated parking areas, as determined by the city. The city may erect no parking signs as needed to deter parking outside of designated parking areas.
 - 2.5 BLL agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, state and federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation hereof. If the attention of BLL is called to any such violation, BLL or those under its control will immediately desist from and correct such violation.
 - 2.6 BLL acknowledges and agrees that it has been informed that it has obligations to the general public under the terms of the Americans with Disability Act of 1990 as codified In [42 U.S.C. § 12101\(a\)\(1\) and \(2\)](#) and as amended from time to time. BLL covenants and agrees that it will comply with all the terms and obligations, and, as part of its indemnification of the City, indemnify, hold harmless and defend City from all claims which might arise from BLL’s activities under this Agreement.
 - 2.7 BLL shall not charge or attempt to charge any general public user of the Premises without authorization by the City Manager or her designee.
 - 2.8 Upon three (3) days, written notice, BLL agrees to provide the City with access to all of Its books and financial records, Including but not limited to accounting records and banking accounts relative to the Premises.

3. TERM OF AGREEMENT

- 3.1 The term of this Agreement is five (5) successive twelve (12) month periods, beginning initially on March 1, 2025, (“Commencement Date”), and expiring on March 1, 2026, with automatic twelve-month extensions at the end of each successive period, if not earlier terminated according to the terms of this Agreement. **Renewal or extension of this Agreement is contingent upon the City’s lease with the Lower Colorado River Authority, owner of this property.**

4. ACCEPTANCE AND CONDITIONS OF PREMISES

- 4.1 BLL has had sufficient time and opportunity to examine the Premises and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. BLL’s taking possession of the Premises shall be conclusive evidence of BLL’s acceptance of the

Premises in good satisfactory order in its present condition AS IS, WHERE IS AND WITH ALL FAULTS as suitable for the purpose for which licensed. City specifically disclaims any warranty of suitability for intended purposes of BLL.

- 4.2 BLL agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair, or improve the Premises, either before or after the execution, have been made by City or its agents to BLL unless the same are contained herein.

5. OBLIGATIONS AND DUTIES

- 5.1 BLL’s obligations and duties.

5.1.1 Comply with all terms, conditions and requirements of this Agreement.

5.1.2 Inclement weather. Prohibit play on or use of fields when weather conditions create a risk of personal injury or damage to the fields.

5.1.3 Game officials. Recruit, pay and schedule all referees and game officials.

5.1.4 Maintenance schedule. BLL shall coordinate and schedule maintenance responsibilities with the City as set out in **Exhibit “B”**.

5.1.5 Sports field usage. To the extent possible, forty-five (45) days prior to commencement of practices for each season, and no later than March 15th of each year BLL shall submit the schedule(s) for field use.

5.1.6 Pay all use fees. Prior to, or contemporaneous with, the beginning of any season’s practices BLL shall remit to the City such use fees for the previous season as more fully described in **Exhibit “C”**.

5.1.7 No parking is allowed in any area other than the designated parking areas. Parking on the fields is strictly prohibited and will be seen as a violation of this License Agreement and subject to default.

5.1.8 Be responsible for maintaining the necessary marking of the baseball fields and marking the adjacent areas In the parking lots for use during baseball games scheduled by BLL.

5.1.9 Provide all equipment and supplies necessary for the playing of the baseball games scheduled by BLL (e.g., bases, baseballs, etc.)..

5.1.10 BLL shall promptly repair any damage to the Premises. BLL shall have no duty to repair any damage caused by others whom City has authorized to use the Premises. Notwithstanding any contrary provisions, should the Premises be damaged by fire, tornado or other casualty, City shall be under no obligation to rebuild or repair the Premises.

5.1.11 Remove trash generated by the baseball program (e.g., players, coaches, spectators) scheduled by the BLL from baseball fields and adjacent areas at the conclusion of the final game of that day. Empty all trash cans Into the appropriate dumpster.

5.1.12 Timely investigation and prompt reporting to the City's Parks & Recreation Director any and all injuries or damages to persons or property at the baseball fields during the hours of the BLL 's use.

5.1.13 Schedule use of the baseball fields to any person, group of persons, or any other little league organization as approved by the Director of Parks & Recreation.

5.1.14 Not charge an admission fee for access to the ball fields for patrons or the general public.

5.1.15 Charges may be assessed to other sports leagues that charge a fee or restrict play based on skill level.

5.1.16 Not sell or offer for sale any goods, products, or services to the general public, excluding persons participating in the BLL 's baseball program.

5.1.17 BLL will not deny the general public access to the ballpark and at least one ball field during use of the Premises.

5.1.18 Designate and identify a contact person who will represent the BLL before the City's Parks & Recreation Board and the City Council regarding this Agreement.

5.1.19 The Parks and Recreation Board, the Parks & Recreation Director, and the City Manager must approve any and all improvements and/or additions to the baseball fields or any adjacent area.

5.1.20 Designate fees collected for tournaments or other recognized sports organizations to a maintenance and capital improvement fund.

5.2 City’s obligations and duties:

5.2.1 General Maintenance: Each year during the term of this Agreement, City shall, at its sole expense provide manpower, supplies and materials for the purpose of providing year-round general maintenance to the Premises as described in **Exhibit “B”**.

5.2.2 Park Infrastructure. Repair and maintain park infrastructure, including water fountains, irrigation systems, lighting, bathrooms, fencing, roadways and parking areas, within a reasonable time after BLL makes such requests. BLL understands that the appropriation of funds for use to maintain the park as provided for in this section is discretionary by City Council.

6. UTILITIES

6.1 CITY shall be responsible for the cost of utilities for sports lighting during the term of this License.

7. CONCESSIONS

7.1 BLL shall have the non-exclusive right to operate concessions for the sale of food, non-alcoholic beverages, and similar consumable items within the Premises for games and tournaments played at the complex. No fee for the right to operate concessions shall be payable to City. BLL shall obtain and maintain at its sole expense, all permits or licenses required for its concession operations.

7.2 BLL’s concessions rights shall not apply during general public use of the Premises as may occur pursuant to paragraph 2.3.

8. IMPROVEMENTS

8.1. BLL may, subject to having first obtained the written approval of the Director of Parks and Recreation (“Director”), install and/or construct permanent facilities and improvements or temporary structures within the Premises suitable for team activities; said facilities and improvements to include, but not necessarily be limited to fields, concession stands, utilities, fencing, and parking areas. During any period of construction or installation, BLL, its members, employees, agents, and BLL shall ensure that the performance of the construction or installation does not cause or result in damage to City property or adjoining property.

8.2. BLL shall present, for review and written approval, all designs, plans, and specifications to the Director and applicable City boards prior to commencing any construction or installation upon the Premises. All costs for design and construction and related activities shall be borne solely by BLL. City reserves the right to enter the Premises at any time to inspect construction in progress and/or to determine the condition of field and facilities so as to insure BLL’s compliance with this Agreement.

8.3. BLL agrees that it shall obtain at their cost any and all plans approvals, necessary permits, and clearances relative to its improvements from appropriate local, state, and federal regulatory agencies, including FAA, if applicable. A copy of all permits or clearances shall be provided to the Director prior to the start of any construction, upon request by City. BLL covenants that it shall not bind, or attempt to bind, City for payment of any money in connection with any construction authorized hereunder and that it will fully indemnify and

hold harmless the City against any and all claims, liens, suits, or actions asserted on account of labor, materials, or services furnished to BLL during the performance of any said construction and against any claim for injury to person or property.

- 8.4. Any improvements installed by BLL which can be removed without damage to the Premises may be removed at the sole expense of BLL at the termination of this Agreement without payment being made by City. If the improvements are not removable without damage to the Premises (which includes all irrigation improvements), all such improvements will become the property of the City upon installation. Temporary structures, if present, shall be removed from the Premises at the sole expense of BLL at the termination of this Agreement without payment being made by City. In the event that BLL removes temporary structure(s) prior to the termination of this Agreement, the underlying property may, at the election of the City, become excluded from the licensed Premises.

9. DEFAULTS AND TERMINATION RIGHTS

9.1 Default by BLL: Any of the following events shall constitute default by BLL under this Agreement:

- 9.1.1 BLL shall fail to maintain its non-profit or 501(c)(3) status and operate a nationally organized sports BLL;
- 9.1.2 BLL shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by BLL, and such default shall continue for a period of ten (10) days after notice by City to BLL, or if such default cannot be cured within ten (10) days, then such additional period as shall be reasonable provided that BLL has commenced to cure such default;

9.2 Remedies of City: Upon the occurrence of an event of default by BLL as specified in this Agreement, City shall be entitled to terminate this Agreement without any obligation to refund any funds obtained under this agreement. After such termination, BLL shall have no further rights to access the Premises, shall immediately cease all activities thereon and City shall have no further obligation under the terms of this Agreement.

9.3 Default by City: City shall be in default under this Agreement if City fails to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by City, and such default shall continue for a period of thirty (30) days after notice thereof by BLL to City, or if such default cannot be cured within thirty (30) days, then such additional period shall be reasonably provided that City has commenced to cure such default.

9.4 Remedies of BLL: Upon the occurrence of an event of default by City as specified in this Agreement hereof, BLL shall be entitled to terminate this Agreement and shall have such other rights at law or equity to which it may be entitled.

9.5 *Either City or BLL, with or without cause, may cancel this Agreement, without further obligation to the other Party, by giving thirty days (30) written notice thereof to the other party.*

10. INDEMNIFICATION

10.1 **BLL covenant and agree to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties,**

proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to BLL's activities under this Agreement, including any acts or omissions of BLL, any agent, officer, director, representative, or employee, of BLL, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, it's officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT BLL AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

10.2 The provisions of this INDEMNITY 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. BLL shall advise the City in writing within 24 hours of any claim or demand against the City or BLL known to BLL related to or arising out of BLL's activities under this Agreement and shall see to the investigation and defense of such claim or demand at BLL's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving BLL of any of its obligations under this paragraph.

11. INSURANCE REQUIREMENTS

11.1 Prior to the commencement of any work under this Agreement, BLL shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Parks and Department, which shall be clearly labeled "*insert name of project/contract*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Parks and Recreation Department. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

11.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

11.3 BLL's financial integrity is of interest to the City; therefore, subject to BLL's right to

maintain reasonable deductibles in such amounts as are approved by the City, BLL shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at BLL’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

| <u>TYPE</u> | <u>AMOUNTS</u> |
|--|---|
| 1. Workers' Compensation 2. Employers' Liability | Statutory \$500,000/\$500,000/\$500,000 |
| 3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Sexual Abuse/Molestation g. Damage to property rented by you | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage g. \$100,000 |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicle c. Hired Vehicles | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence |
| 5. Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises | Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor’s property |

11.4 BLL agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of BLL herein, and provide a certificate of insurance and endorsement that names the BLL and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision

may be modified by City Attorney, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City Attorney, which shall become a part of the contract for all purposes.

- 11.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). BLL shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. BLL shall pay any costs incurred resulting from said changes.
- 11.6 BLL agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of BASTROP where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 11.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, BLL shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend BLL's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 11.8 In addition to any other remedies the City may have upon BLL's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order BLL to stop work hereunder, and/or withhold any payment(s) which become due to BLL hereunder until BLL demonstrates compliance with the requirements hereof.
- 11.9 Nothing herein contained shall be construed as limiting in any way the extent to which BLL may be held responsible for payments of damages to persons or property resulting from BLL's or its subcontractors' performance of the work covered under this Agreement.
- 11.10 It is agreed that BLL's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of BASTROP for liability arising out of operations under this Agreement.

- 11.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
- 11.12 BLL and any Subcontractors are responsible for all damage to their own equipment and/or property.

12. REPORTS

- 12.1 When requested by City, BLL will provide reports and/or necessary information related to its operations within seven (7) days.

13. SIGNS

- 13.1 BLL hereby agrees not to install or display any permanent sign(s) upon the Premises without the prior written approval to install or display said sign(s) by the City through the Director. Temporary signs used for sponsorship recognition may be installed from time to time within the Premises without sign approval by the City as long as standard design of the sign has been approved in advance. For purposes of this agreement, temporary signs shall be defined as any sign or banner that is placed on the Premises before the game begins, and removed at the conclusion of the game. Signs which advertise businesses, sponsors, products, services, logos, or non-BLL events must be installed facing inward toward the field(s). BLL agrees it will not install any signs that advertise or promote any political campaigns or religious affiliations, alcohol use, tobacco use or sexually oriented businesses or any other matter inappropriate for a youth sports organization. BLL further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized City authority and to comply with established sign review procedures for proposed new signs. In order to ensure public safety, certain sign installations, especially signs that require a pole with concrete, may require the use of a licensed and bonded sign contractor.

14. ASSIGNMENT

- 14.1 This Agreement is personal to BLL. It is non-assignable, and any attempt to assign this Agreement will terminate all privileges granted to BLL.

15. RELATIONSHIP OF PARTIES

- 15.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between parties hereto. It is understood and agreed that no provision contained in this Agreement nor any acts of the parties create a relationship other than the relationship of Licensor and Licensee.

16. CLOSURE

- 16.1 BLL acknowledges that the City reserves the right to close the baseball fields at any time and under any conditions which it deems advisable or necessary for public safety. The BLL hereby waives, releases, discharges, and disclaims any and all claims, causes of action, losses, liability, damages, or injuries relating to any closure of the baseball fields by the

City and further agrees to indemnify and hold harmless the City and its Mayor, City Council, employees, agents, servants, and representative from any and all claims, losses, damages, causes of action, suits, and Liability of every kind or character, including all expenses of litigation court costs and attorney fees resulting from any closure of the baseball fields by the City.

17. SEVERABILITY

- 17.1 The parties agree that if any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future federal, state, or local law, including, but not limited to, the City Charter, City Code, or City ordinances of the City of BASTROP, Texas, effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

18. NOTICES

- 18.1 Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to:

City of BASTROP, Attn: City Manager, P.O. Box 427 • 1311 Chestnut Street Bastrop, Texas 78602

with copy to: Director of Public Works City of Bastrop, P. O. Box 427 • 1209 Linden Street, Bastrop, Texas 78602

or to such other address as may have been designated in writing by City from time to time. Notices to BLL shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to BLL at:

19. TEXAS LAW TO APPLY

- 19.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BASTROP COUNTY, TEXAS.**

20. GENDER

- 20.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

21. NON-DISCRIMINATION

- 21.1 BLL covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the Premises, which said discrimination BLL acknowledges is prohibited.

22. CAPTIONS

22.1 The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

23. HOLDING OVER

23.1 BLL shall have no right to hold over after the end of the term of this License Agreement.

24. ENTIRE AGREEMENT/AMENDMENT

24.1 This Agreement, together with its attached exhibits and the authorizing ordinance, in writing, constitutes the entire Agreement between the parties, any other written or parole agreement with City being expressly waived by BLL.

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

25. AUTHORITY

25.1 The signer of this License Agreement for BLL hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of BLL.

IN WITNESS WHEREOF, we have affirmed our signatures this 25th day of February 2025.

CITY:
CITY OF BASTROP: a Texas Municipal Corporation

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Bastrop Little League (“BLL”):
a Texas Non-profit Corporation

By: _____

Title: _____

SPORTS LICENSE AGREEMENT
BASTROP LITTLE LEAGUE (“BLL”)

EXHIBIT “A”

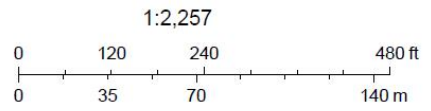
MAPS

Rusty Reynolds Fields

Item 11C.



- Parcels
- Lot Lines
- Boundry of the Rusty Reynolds Fields



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SPORTS LICENSE AGREEMENT
BASTROP LITTLE LEAGUE (“BLL”)

EXHIBIT “B”

BLL’s Responsibilities:

Provide sufficient toilet facilities for use by players, coaches, and spectators at the baseball games. Use of such additional facilities shall be subject to the City's prior review and approval.

Provide manpower and equipment to mow the grass within the fence lines of the baseball fields.

Fertilize the grass within the fence lines of the baseball fields.

Irrigate the grass on the baseball fields and maintain irrigation equipment, if applicable.

Provide dumpsters for collected trash removal. Additional dumpsters shall be provided by the BLL for weekend tournaments and special events.

Maintain and stock supplies for existing restrooms for use during games held at the Rusty Reynolds complex.

City Maintenance Responsibilities:

| Task | Schedule |
|---|---------------------------------|
| 1. Mow facility | As needed |
| 2. Over-seed ryegrass | Once in Fall |
| 3. Inter-seed spring Bermuda | Once in Spring |
| 4. Top-dress with seeding | Fall & Spring with seeding |
| 5. Aerate | Quarterly (Jan, Apr, Jul & Oct) |
| 6. Fertilize | Quarterly (Jan, Apr, Jul & Oct) |
| 7. Maintain irrigation system and schedules | On-going |
| 8. Provide weed control by chemical application | Once in Spring |
| 9. Provide pest control by chemical application | Once in Spring |
| 10. Maintain City fixtures/equipment onsite | As needed |
| 11. Maintain adjacent streets and parking lots | As needed |

SPORTS LICENSE AGREEMENT
BASTROP LITTLE LEAGUE (“BLL”)

EXHIBIT “C”

Fee Schedule:

Other Fees:

There will be no fees for any other uses approved by the City.

RESOLUTION NO. R-2025-50

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SPORTS LICENSE AGREEMENT FOR THE USE OF THE RUSTY REYNOLDS LITTLE LEAGUE FIELDS BY BASTROP YOUTH BASEBALL & SOFTBALL ORGANIZATION; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council understands the benefit of allowing park property to be utilized by non-profit organized sports groups to provide affordable youth sports participation opportunities to Bastrop families; and

WHEREAS, Bastrop Youth Baseball & Softball Organization (“Entity”) seeks to establish a Sports License Agreement for the use of the Rusty Reynolds Little League Fields; and

WHEREAS, the term of the agreement is for five (5) successive twelve (12) month periods, beginning on the commencement date of the agreement, with automatic twelve (12) month extensions at the end of each successive period, as defined in the terms of the agreement; and

WHEREAS, the City Council finds that it is necessary and proper to enact this Resolution.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council authorizes the execution of the Sports License Agreement, which is attached and incorporated herein as Exhibit A.

Section 3. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. This Resolution shall be in full force and effect from and after its passage.

Section 5. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 25th day of February, 2025.

THE CITY OF BASTROP, TEXAS:

John Kirkland, Mayor Pro-Tem

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

**LICENSE AGREEMENT
FOR SPORTS FACILITY ANNUAL USE
BASTROP YOUTH BASEBALL & SOFTBALL ORGANIZATION (“BYBSO”)**

This Sports License Agreement (the "Agreement") is made and entered into as of the 25th day of February, 2025, by and between the CITY OF BASTROP, a Texas home-rule municipal corporation, acting by and through its City Manager or his or her designee, ("City"), and Bastrop Youth Baseball & Softball Organization, a Texas non-profit corporation ("BYBSO");

PREAMBLE

The City licenses park property to leagues such as Bastrop Youth Baseball & Softball Organization (“BYBSO”) that operate under nationally organized sports groups. Such leagues serving the local public are granted priority use of the park property and City waives fees that are normally charged to reserve sports fields. In exchange, BYBSO agrees to comply with all terms, conditions and requirements of this License Agreement at all times, to provide affordable youth sports participation opportunities to BASTROP families, and pay to City a portion of such fees as more definitively described herein. BYBSO shall be permitted to sell concessions and establish fees to help offset the cost of maintaining their licensed areas.

1. WITNESSETH:

- 1.1 WHEREAS, BYBSO is a 501(c)(3) non-profit and covenants and agrees to maintain such status throughout the term of this Agreement; and
- 1.2 WHEREAS, BYBSO provides affordable youth sports participation opportunities to BASTROP families

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the mutual benefits to City and BYBSO and the observance of the terms and conditions set forth hereinafter, the parties hereto agree to the following:

2. USE OF PREMISES BY BYBSO

- 2.1 For so long as BYBSO maintains its non-profit and 501(c)(3) status, operates a youth sports program referred to as BYBSO (as further defined below), is affiliated with one or more national sports league organizations and meets the other terms of this agreement, City, for and in consideration of the mutual benefits to City and BYBSO and the observance of the terms and conditions set forth in this Agreement, grants to BYBSO permission to enter and use, with the requirement that BYBSO pay City an agreed upon facility use fee for use of the Premises described in **EXHIBIT “A”** as a portion of the baseball fields named Rusty Reynolds Little League Fields located at 2306 Hill Steet (hereinafter on occasion referred to as the “Premises”) each year during the term of this Agreement for the period of 12 months, following the commencement date. This Agreement shall automatically extend for consecutive 12-month periods until such time as it is terminated by either Party, in such manner as provided herein. The effective period of this Agreement, including both the initial period and automatic period, shall hereinafter be referred as the “Program Period”.
- 2.2 Although permission to enter and use the Premises is not exclusive, City shall give BYBSO

- priority use of the Premises. Nothing in this agreement is intended to reduce the City’s paramount right of control and use of this city public property during the License period.
- 2.3 At those times during which BYBSO is not utilizing the Premises and is not closed by the City, the Premises shall be open to the general public for park and recreation purposes pursuant to established City Park Use Regulations.
 - 2.4. The Premises shall be occupied by BYBSO for recreational purposes including but not necessarily limited to organized athletic team activities and food and beverage concessions. BYBSO agrees that the provisions of this Agreement do not grant to BYBSO any interest or estate in the Premises but is a mere personal privilege to do certain acts of a temporary character upon the Premises, and that City retains dominion, possession and control of the Premises, including access at all times. City reserves the right to impose and enforce all necessary and proper rules for the management and operation of the Premises, as amended. Further, BYBSO shall not allow parking of vehicles outside of designated parking areas, as determined by the city. The city may erect no parking signs as needed to deter parking outside of designated parking areas.
 - 2.5 BYBSO agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, state and federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation hereof. If the attention of BYBSO is called to any such violation, BYBSO or those under its control will immediately desist from and correct such violation.
 - 2.6 BYBSO acknowledges and agrees that it has been informed that it has obligations to the general public under the terms of the Americans with Disability Act of 1990 as codified In [42 U.S.C. § 12101\(a\)\(1\) and \(2\)](#) and as amended from time to time. BYBSO covenants and agrees that it will comply with all the terms and obligations, and, as part of its indemnification of the City, indemnify, hold harmless and defend City from all claims which might arise from BYBSO’s activities under this Agreement.
 - 2.7 BYBSO shall not charge or attempt to charge any general public user of the Premises without authorization by the City Manager or her designee.
 - 2.8 Upon three (3) days, written notice, BYBSO agrees to provide the City with access to all of Its books and financial records, Including but not limited to accounting records and banking accounts relative to the Premises.

3. TERM OF AGREEMENT

- 3.1 The term of this Agreement is five (5) successive twelve (12) month periods, beginning initially on March 1, 2025, (“Commencement Date”), and expiring on March 1, 2026, with automatic twelve-month extensions at the end of each successive period, if not earlier terminated according to the terms of this Agreement. **Renewal or extension of this Agreement is contingent upon the City’s lease with the Lower Colorado River Authority, owner of this property.**

4. ACCEPTANCE AND CONDITIONS OF PREMISES

- 4.1 BYBSO has had sufficient time and opportunity to examine the Premises and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after

occupancy. BYBSO’s taking possession of the Premises shall be conclusive evidence of BYBSO’s acceptance of the Premises in good satisfactory order in its present condition AS IS, WHERE IS AND WITH ALL FAULTS as suitable for the purpose for which licensed. City specifically disclaims any warranty of suitability for intended purposes of BYBSO.

4.2 BYBSO agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair, or improve the Premises, either before or after the execution, have been made by City or its agents to BYBSO unless the same are contained herein.

5. OBLIGATIONS AND DUTIES

5.1 BYBSO’s obligations and duties.

5.1.1 Comply with all terms, conditions and requirements of this Agreement.

5.1.2 Inclement weather. Prohibit play on or use of fields when weather conditions create a risk of personal injury or damage to the fields.

5.1.3 Game officials. Recruit, pay and schedule all referees and game officials.

5.1.4 Maintenance schedule. BYBSO shall coordinate and schedule maintenance responsibilities with the City as set out in **Exhibit “B”**.

5.1.5 Sports field usage. To the extent possible, forty-five (45) days prior to commencement of practices for each season, and no later than March 15th of each year BYBSO shall submit the schedule(s) for field use.

5.1.6 Pay all use fees. Prior to, or contemporaneous with, the beginning of any season’s practices BYBSO shall remit to the City such use fees for the previous season as more fully described in **Exhibit “C”**.

5.1.7 No parking is allowed in any area other than the designated parking areas. Parking on the fields is strictly prohibited and will be seen as a violation of this License Agreement and subject to default.

5.1.8 Be responsible for maintaining the necessary marking of the baseball fields and marking the adjacent areas In the parking lots for use during baseball games scheduled by BYBSO.

5.1.9 Provide all equipment and supplies necessary for the playing of the baseball games scheduled by BYBSO (e.g., bases, baseballs, etc.)..

5.1.10 BYBSO shall promptly repair any damage to the Premises. BYBSO shall have no duty to repair any damage caused by others whom City has authorized to use the Premises. Notwithstanding any contrary provisions, should the Premises be damaged by fire, tornado or other casualty, City shall be under no obligation to rebuild or repair the Premises.

5.1.11 Remove trash generated by the baseball program (e.g., players, coaches, spectators) scheduled by the BYBSO from baseball fields and adjacent areas at the conclusion of the final game of that day. Empty all trash cans into the appropriate dumpster.

5.1.12 Timely investigation and prompt reporting to the City's Parks & Recreation Director any and all injuries or damages to persons or property at the baseball fields during the hours of the BYBSO's use.

5.1.13 Schedule use of the baseball fields to any person, group of persons, or any other little league organization as approved by the Director of Parks & Recreation.

5.1.14 Not charge an admission fee for access to the ball fields for patrons or the general public.

5.1.15 Charges may be assessed to other sports leagues that charge a fee or restrict play based on skill level.

5.1.16 Not sell or offer for sale any goods, products, or services to the general public, excluding persons participating in the BYBSO's baseball program.

5.1.17 BYBSO will not deny the general public access to the ballpark and at least one ball field during use of the Premises.

5.1.18 Designate and identify a contact person who will represent the BYBSO before the City's Parks & Recreation Board and the City Council regarding this Agreement.

5.1.19 The Parks and Recreation Board, the Parks & Recreation Director, and the City Manager must approve any and all improvements and/or additions to the baseball fields or any adjacent area.

5.1.20 Designate fees collected for tournaments or other recognized sports organizations to a maintenance and capital improvement fund.

5.2 City’s obligations and duties:

5.2.1 General Maintenance: Each year during the term of this Agreement, City shall, at its sole expense provide manpower, supplies and materials for the purpose of providing year-round general maintenance to the Premises as described in **Exhibit “B”**.

5.2.2 Park Infrastructure. Repair and maintain park infrastructure, including water fountains, irrigation systems, lighting, bathrooms, fencing, roadways and parking areas, within a reasonable time after BYBSO makes such requests. BYBSO understands that the appropriation of funds for use to maintain the park as provided for in this section is discretionary by City Council.

6. UTILITIES

6.1 CITY shall be responsible for the cost of utilities for sports lighting during the term of this License.

7. CONCESSIONS

7.1 BYBSO shall have the non-exclusive right to operate concessions for the sale of food, non-alcoholic beverages, and similar consumable items within the Premises for games and tournaments played at the complex. No fee for the right to operate concessions shall be payable to City. BYBSO shall obtain and maintain at its sole expense, all permits or licenses required for its concession operations.

7.2 BYBSO’s concessions rights shall not apply during general public use of the Premises as may occur pursuant to paragraph 2.3.

8. IMPROVEMENTS

8.1. BYBSO may, subject to having first obtained the written approval of the Director of Parks and Recreation (“Director”), install and/or construct permanent facilities and improvements or temporary structures within the Premises suitable for team activities; said facilities and improvements to include, but not necessarily be limited to fields, concession stands, utilities, fencing, and parking areas. During any period of construction or installation, BYBSO, its members, employees, agents, and BYBSO shall ensure that the performance of the construction or installation does not cause or result in damage to City property or adjoining property.

8.2. BYBSO shall present, for review and written approval, all designs, plans, and specifications to the Director and applicable City boards prior to commencing any construction or installation upon the Premises. All costs for design and construction and related activities shall be borne solely by BYBSO. City reserves the right to enter the Premises at any time to inspect construction in progress and/or to determine the condition of field and facilities so as to insure BYBSO’s compliance with this Agreement.

8.3. BYBSO agrees that it shall obtain at their cost any and all plans approvals, necessary permits, and clearances relative to its improvements from appropriate local, state, and federal regulatory agencies, including FAA, if applicable. A copy of all permits or clearances shall be provided to the Director prior to the start of any construction, upon request by City. BYBSO covenants that it shall not bind, or attempt to bind, City for payment of any money in connection with any construction authorized hereunder and that

it will fully indemnify and hold harmless the City against any and all claims, liens, suits, or actions asserted on account of labor, materials, or services furnished to BYBSO during the performance of any said construction and against any claim for injury to person or property.

- 8.4. Any improvements installed by BYBSO which can be removed without damage to the Premises may be removed at the sole expense of BYBSO at the termination of this Agreement without payment being made by City. If the improvements are not removable without damage to the Premises (which includes all irrigation improvements), all such improvements will become the property of the City upon installation. Temporary structures, if present, shall be removed from the Premises at the sole expense of BYBSO at the termination of this Agreement without payment being made by City. In the event that BYBSO removes temporary structure(s) prior to the termination of this Agreement, the underlying property may, at the election of the City, become excluded from the licensed Premises.

9. DEFAULTS AND TERMINATION RIGHTS

- 9.1 Default by BYBSO: Any of the following events shall constitute default by BYBSO under this Agreement:
 - 9.1.1 BYBSO shall fail to maintain its non-profit or 501(c)(3) status and operate a nationally organized sports BYBSO;
 - 9.1.2 BYBSO shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by BYBSO, and such default shall continue for a period of ten (10) days after notice by City to BYBSO, or if such default cannot be cured within ten (10) days, then such additional period as shall be reasonable provided that BYBSO has commenced to cure such default;
- 9.2 Remedies of City: Upon the occurrence of an event of default by BYBSO as specified in this Agreement, City shall be entitled to terminate this Agreement without any obligation to refund any funds obtained under this agreement. After such termination, BYBSO shall have no further rights to access the Premises, shall immediately cease all activities thereon and City shall have no further obligation under the terms of this Agreement.
- 9.3 Default by City: City shall be in default under this Agreement if City fails to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by City, and such default shall continue for a period of thirty (30) days after notice thereof by BYBSO to City, or if such default cannot be cured within thirty (30) days, then such additional period shall be reasonably provided that City has commenced to cure such default.
- 9.4 Remedies of BYBSO: Upon the occurrence of an event of default by City as specified in this Agreement hereof, BYBSO shall be entitled to terminate this Agreement and shall have such other rights at law or equity to which it may be entitled.
- 9.5 *Either City or BYBSO, with or without cause, may cancel this Agreement, without further obligation to the other Party, by giving thirty days (30) written notice thereof to the other party.*

10. INDEMNIFICATION

- 10.1 **BYBSO covenant and agree to FULLY INDEMNIFY, DEFEND and HOLD**

HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to BYBSO’s activities under this Agreement, including any acts or omissions of BYBSO, any agent, officer, director, representative, or employee, of BYBSO, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, it’s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BYBSO AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

10.2 The provisions of this INDEMNITY 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. BYBSO shall advise the City in writing within 24 hours of any claim or demand against the City or BYBSO known to BYBSO related to or arising out of BYBSO’s activities under this Agreement and shall see to the investigation and defense of such claim or demand at BYBSO’s cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving BYBSO of any of its obligations under this paragraph.

11. INSURANCE REQUIREMENTS

11.1 Prior to the commencement of any work under this Agreement, BYBSO shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Parks and Department, which shall be clearly labeled “*insert name of project/contract*” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Parks and Recreation Department. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

11.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this

Agreement. In no instance will City allow modification whereby City may incur increased risk.

11.3 BYBSO’s financial integrity is of interest to the City; therefore, subject to BYBSO’s right to maintain reasonable deductibles in such amounts as are approved by the City, BYBSO shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at BYBSO’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

| <u>TYPE</u> | <u>AMOUNTS</u> |
|--|---|
| 1. Workers' Compensation 2. Employers' Liability | Statutory \$500,000/\$500,000/\$500,000 |
| 3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Sexual Abuse/Molestation g. Damage to property rented by you | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage g. \$100,000 |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicle c. Hired Vehicles | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence |
| 5. Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises | Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor’s property |

- 11.4 BYBSO agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of BYBSO herein, and provide a certificate of insurance and endorsement that names the BYBSO and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City Attorney, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City Attorney, which shall become a part of the contract for all purposes.
- 11.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). BYBSO shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. BYBSO shall pay any costs incurred resulting from said changes.
- 11.6 BYBSO agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of BASTROP where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 11.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, BYBSO shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend BYBSO's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 11.8 In addition to any other remedies the City may have upon BYBSO's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order BYBSO to stop work hereunder, and/or withhold any payment(s) which become due to BYBSO hereunder until BYBSO demonstrates compliance with the requirements hereof.
- 11.9 Nothing herein contained shall be construed as limiting in any way the extent to which

BYBSO may be held responsible for payments of damages to persons or property resulting from BYBSO's or its subcontractors' performance of the work covered under this Agreement.

- 11.10 It is agreed that BYBSO's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of BASTROP for liability arising out of operations under this Agreement.
- 11.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
- 11.12 BYBSO and any Subcontractors are responsible for all damage to their own equipment and/or property.

12. REPORTS

- 12.1 When requested by City, BYBSO will provide reports and/or necessary information related to its operations within seven (7) days.

13. SIGNS

- 13.1 BYBSO hereby agrees not to install or display any permanent sign(s) upon the Premises without the prior written approval to install or display said sign(s) by the City through the Director. Temporary signs used for sponsorship recognition may be installed from time to time within the Premises without sign approval by the City as long as standard design of the sign has been approved in advance. For purposes of this agreement, temporary signs shall be defined as any sign or banner that is placed on the Premises before the game begins, and removed at the conclusion of the game. Signs which advertise businesses, sponsors, products, services, logos, or non-BYBSO events must be installed facing inward toward the field(s). BYBSO agrees it will not install any signs that advertise or promote any political campaigns or religious affiliations, alcohol use, tobacco use or sexually oriented businesses or any other matter inappropriate for a youth sports organization. BYBSO further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized City authority and to comply with established sign review procedures for proposed new signs. In order to ensure public safety, certain sign installations, especially signs that require a pole with concrete, may require the use of a licensed and bonded sign contractor.

14. ASSIGNMENT

- 14.1 This Agreement is personal to BYBSO. It is non-assignable, and any attempt to assign this Agreement will terminate all privileges granted to BYBSO.

15. RELATIONSHIP OF PARTIES

- 15.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between parties hereto. It is understood and agreed that

no provision contained in this Agreement nor any acts of the parties create a relationship other than the relationship of Licensor and Licensee.

16. CLOSURE

- 16.1 BYBSO acknowledges that the City reserves the right to close the baseball fields at any time and under any conditions which it deems advisable or necessary for public safety. The BYBSO hereby waives, releases, discharges, and disclaims any and all claims, causes of action, losses, liability, damages, or injuries relating to any closure of the baseball fields by the City and further agrees to indemnify and hold harmless the City and its Mayor, City Council, employees, agents, servants, and representative from any and all claims, losses, damages, causes of action, suits, and Liability of every kind or character, including all expenses of litigation court costs and attorney fees resulting from any closure of the baseball fields by the City.

17. SEVERABILITY

- 17.1 The parties agree that if any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future federal, state, or local law, including, but not limited to, the City Charter, City Code, or City ordinances of the City of BASTROP, Texas, effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

18. NOTICES

- 18.1 Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to:

City of BASTROP, Attn: City Manager, P.O. Box 427 • 1311 Chestnut Street
Bastrop, Texas 78602

with copy to: Director of Public Works City of Bastrop, P. O. Box 427 • 1209 Linden
Street, Bastrop, Texas 78602

or to such other address as may have been designated in writing by City from time to time. Notices to BYBSO shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to BYBSO at:

19. TEXAS LAW TO APPLY

- 19.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BASTROP COUNTY, TEXAS.**

20. GENDER

20.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

21. NON-DISCRIMINATION

21.1 BYBSO covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the Premises, which said discrimination BYBSO acknowledges is prohibited.

22. CAPTIONS

22.1 The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

23. HOLDING OVER

23.1 BYBSO shall have no right to hold over after the end of the term of this License Agreement.

24. ENTIRE AGREEMENT/AMENDMENT

24.1 This Agreement, together with its attached exhibits and the authorizing ordinance, in writing, constitutes the entire Agreement between the parties, any other written or parole agreement with City being expressly waived by BYBSO.

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

25. AUTHORITY

25.1 The signer of this License Agreement for BYBSO hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of BYBSO.

IN WITNESS WHEREOF, we have affirmed our signatures this 25th day of February 2025.

CITY:
CITY OF BASTROP: a Texas Municipal Corporation

City Manager

ATTEST:

City Secretary
APPROVED AS TO FORM:

City Attorney

**Bastrop Youth Baseball & Softball
Organization (“BYBSO”):**
a Texas Non-profit Corporation

By: _____

Title: _____

SPORTS LICENSE AGREEMENT

BASTROP YOUTH BASEBALL & SOFTBALL ORGANIZATION (“BYBSO”)

EXHIBIT “A”

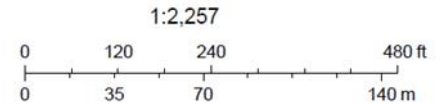
MAPS

Rusty Reynolds Fields

Item 11C.



-  Parcels
-  Lot Lines
-  Boundry of the Rusty Reynolds Fields



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SPORTS LICENSE AGREEMENT

BASTROP YOUTH BASEBALL & SOFTBALL ORGANIZATION (“BYBSO”)

EXHIBIT “B”

BYBSO’s Responsibilities:

Provide sufficient toilet facilities for use by players, coaches, and spectators at the baseball games. Use of such additional facilities shall be subject to the City's prior review and approval.

Provide manpower and equipment to mow the grass within the fence lines of the baseball fields.

Fertilize the grass within the fence lines of the baseball fields.

Irrigate the grass on the baseball fields and maintain irrigation equipment, if applicable.

Provide dumpsters for collected trash removal. Additional dumpsters shall be provided by the BYBSO for weekend tournaments and special events.

Maintain and stock supplies for existing restrooms for use during games held at the Rusty Reynolds complex.

City Maintenance Responsibilities:

| Task | Schedule |
|---|---------------------------------|
| 1. Mow facility | As needed |
| 2. Over-seed ryegrass | Once in Fall |
| 3. Inter-seed spring Bermuda | Once in Spring |
| 4. Top-dress with seeding | Fall & Spring with seeding |
| 5. Aerate | Quarterly (Jan, Apr, Jul & Oct) |
| 6. Fertilize | Quarterly (Jan, Apr, Jul & Oct) |
| 7. Maintain irrigation system and schedules | On-going |
| 8. Provide weed control by chemical application | Once in Spring |
| 9. Provide pest control by chemical application | Once in Spring |
| 10. Maintain City fixtures/equipment onsite | As needed |
| 11. Maintain adjacent streets and parking lots | As needed |

SPORTS LICENSE AGREEMENT

BASTROP YOUTH BASEBALL & SOFTBALL ORGANIZATION (“BYBSO”)

EXHIBIT “C”

Fee Schedule:

Other Fees:

There will be no fees for any other uses approved by the City.



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on the first reading of Ordinance No. 2025-14, apportioning the costs of certain improvements to property in and for the Valverde Public Improvement District Area #1; fixing a charge and lien against all properties within the District, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the District and the real and true owners thereof; approving a service and assessment plan; providing for a severability clause; and move to include on the March 11, 2025, consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo- Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The City Council of the City of Bastrop, Texas is authorized under Chapter 372 of the Texas Local Government Code, as amended, to create a public improvement district. David K. Grassel, the predecessor-in-title to Continental Homes of Texas, L.P., a Texas limited liability company, previously submitted and filed with the City Secretary of the City of Bastrop, Texas, a petition requesting the establishment of a public improvement district.

After providing all notices required under Chapter 372 and 551 of the Texas Local Government Code, the City Council, on December 8, 2020, conducted a public hearing to consider comments for and against the creation of the District and the advisability of the proposed public improvements and, after closing the public hearing, passed and approved Resolution No. R-2021-28 authorizing the formation of the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop).

In accordance with Section 372.010 of the Texas Local Government Code, notice the resolution creating the District was published in the *Bastrop Advertiser* on April 22, 2021, and Resolution No. R-2021-28 was published in the *Bastrop Advertiser* on April 22, 2021.

The City has reviewed the Preliminary Service and Assessment Plan (the "SAP") attached to this Resolution as "**Exhibit A**" and the Proposed Assessment Roll for Improvement Area #1 (as defined by the SAP).

In accordance with Section 372.016 of the Texas Local Government Code, the City Council desires to make certain determinations and findings with regard to the total cost of the "Authorized Improvements" set forth in the Preliminary Service and Assessment Plan (Exhibit A) and the City Council desires to approve the Proposed Assessment Roll for Improvement Area #1, which is included in the Preliminary Service and Assessment Plan attached to this resolution as Exhibit A, cause the Proposed Assessment roll for Improvement Area #1 to be filed with the City Secretary, and to direct the City Secretary to make such Proposed Assessment Roll available for public inspection and publish notice of the City Council's intention to consider the proposed assessments for Improvement Area #1 at a public hearing, all in accordance with the requirements of the Texas Local Government Code.

FISCAL IMPACT:

According to the SAP, the total assessment per lot is approximately \$17,000 - \$22,000, depending on the lot type. This amount will be paid over 30 years. The amount assessed to each landowner will be provided in the SAP annually and included on their property tax bill. The assessment will be collected by the City annually and used to pay the bonds and all costs associated with the PID. There will be no maintenance and operating costs paid for by the PID or the City.

RECOMMENDATION:

Sylvia Carrillo-Trevino, City Manager, recommends approving the first reading of Ordinance No. 2025-14, apportioning the costs of certain improvements to property in and for the Valverde Public Improvement District Area #1; fixing a charge and lien against all properties within the District, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the District and the real and true owners thereof; approving a service and assessment plan; providing for a severability clause; and move to include on the March 11, 2025, consent agenda for a second reading.

ATTACHMENTS:

1. Ordinance No. 2025-14

ORDINANCE NO. 2025-14

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City of Bastrop, Texas (the "*City*") pursuant to the Act, requesting the creation of a public improvement district located within the corporate limits of the City to be known as Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the "*District*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, and other improvement projects; and

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on December 8, 2020, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the Act and on December 8, 2020 the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution No. R-2021-28 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, in accordance with Section 372.010 of the Act, notice of the resolution creating the District was published in the Bastrop Advertiser on April 22, 2021, and Resolution No. R-2021-28 was published in the Bastrop Advertiser on January 29, 2025;; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District ("Improvement Area #1"); and

WHEREAS, pursuant to the Act, the proposed assessment roll for Improvement Area #1 (the "*Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, the statutory notice of a public hearing was published on _____, 2025, to consider the levy of the proposed assessments (the "*Assessments*") on real property within Improvement Area #1 was published in the *Bastrop Advertiser*, a newspaper of general circulation in the City and was mailed to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, after notice was provided as required by the Act, the City Council on February 25, 2025, held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Valverde Public Improvement District Service and Assessment Plan, in a form substantially similar to the attached Exhibit A, which final form shall be approved by the City Manager (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the owners (the "*Landowners*") of the privately-owned and taxable property located within the District will execute a landowner agreement, wherein the Landowners, among other things, approves and accepts this Ordinance and the Service and Assessment Plan, including the Assessment Roll, consents to and accepts the levy of the Assessments against their property located within the District and agrees to pay the Assessments; and

WHEREAS, the City Council closed the hearing on February 25, 2025, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The Service and Assessment Plan, attached hereto as Exhibit A has been presented to and reviewed by the City Council and the City Council hereby approves the Service and Assessment Plan and adopts the Service and Assessment Plan as the service plan and assessment plan for Improvement Area #1 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 3. The Authorized Improvements described in the preamble hereof include the improvements that will benefit and serve all of the property within Improvement Area #1 (the "IA#1 Improvements"). The IA#1 Improvements benefit and serve all of the property within Improvement Area #1 and are set forth in Section III of the Service and Assessment Plan.

Section 4. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the Improvement Area #1 that: (i) the enhancement and value to accrue to Improvement Area #1 and the real and true owner or owners thereof by virtue of construction of the IA #1 Improvements will be equal to or in excess of the amount of the cost of the proposed IA #1 Improvements; (ii) that the apportionment of the costs of the IA #1 Improvements and the Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the IA #1 Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said IA #1 Improvements in Improvement Area #1 in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the IA #1 Improvements and Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #1, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the Act and the proceedings of the City Council. The cost of said IA#1 Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F of the Service and Assessment Plan attached hereto.

Section 5. There shall be and is hereby levied and assessed against the property within Improvement Area #1, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit H of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 6. The sums assessed against property located within Improvement Area #1 and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Assessment Roll attached as Exhibit H to the Service and Assessment Plan.

Section 7. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the IA#1 Improvements to be assessed against the property within Improvement Area #1, shall be as set forth in the Service and Assessment Plan.

(c) Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the IA#1 Improvements, including debt service on obligations issued to pay the costs of the IA#1 Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 8. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 9. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED on the 25th day of February, 2025.

Mayor, City of Bastrop, Texas

ATTEST:

City Secretary, City of Bastrop, Texas

[SEAL]

Exhibit A

VALVERDE PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

(see attached)



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on Resolution No. R-2025-23, determining costs of the proposed Public Improvements in the Valverde Public Improvement District, approving a proposed assessment roll for improvement area #1, and making related findings and determinations, in accordance with Chapter 372 of the Texas Local Government Code.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The City Council of the City of Bastrop, Texas is authorized under Chapter 372 of the Texas Local Government Code, as amended, to create a public improvement district. David K. Grassel, the predecessor-in-title to Continental Homes of Texas, L.P., a Texas limited liability company, previously submitted and filed with the City Secretary of the City of Bastrop, Texas, a petition requesting the establishment of a public improvement district.

After providing all notices required under Chapter 372 and 551 of the Texas Local Government Code, the City Council, on December 8, 2020, conducted a public hearing to consider comments for and against the creation of the District and the advisability of the proposed public improvements and, after closing the public hearing, passed and approved Resolution No. R-2021-28 authorizing the formation of the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop).

In accordance with Section 372.010 of the Texas Local Government Code, notice the resolution creating the District was published in the *Bastrop Advertiser* on April 22, 2021, and Resolution No. R-2021-28 was published in the *Bastrop Advertiser* on April 22, 2021.

The City has reviewed the Preliminary Service and Assessment Plan (the "SAP") attached to this Resolution as "**Exhibit A**" and the Proposed Assessment Roll for Improvement Area #1 (as defined by the SAP).

In accordance with Section 372.016 of the Texas Local Government Code, the City Council desires to make certain determinations and findings with regard to the total cost of the "Authorized Improvements" set forth in the Preliminary Service and Assessment Plan (Exhibit A) and the City Council desires to approve the Proposed Assessment Roll for Improvement Area #1, which is included in the Preliminary Service and Assessment Plan attached to this resolution as Exhibit A, cause the Proposed Assessment roll for Improvement Area #1 to be filed with the City Secretary, and to direct the City Secretary to make such Proposed Assessment Roll available for public inspection and publish notice of the City Council's intention to consider the proposed assessments for Improvement Area #1 at a public hearing, all in accordance with the requirements of the Texas Local Government Code.

RECOMMENDATION:

Sylvia Carrillo-Trevino, City Manager, recommends approving Resolution No. R-2025-23, determining costs of the proposed Public Improvements in the Valverde Public Improvement District, approving a proposed assessment roll for improvement area #1, and making related findings and determinations, in accordance with Chapter 372 of the Texas Local Government Code.

ATTACHMENTS:

- Resolution No. R-2025-23
- Exhibit A

RESOLUTION NO. R-2025-23

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, DETERMINING COSTS OF THE PROPOSED PUBLIC IMPROVEMENTS IN THE VALVERDE PUBLIC IMPROVEMENT DISTRICT, APPROVING A PROPOSED ASSESSMENT ROLL FOR IMPROVEMENT AREA #1, AND MAKING RELATED FINDINGS AND DETERMINATIONS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Bastrop, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district;

WHEREAS, David K. Grassel, the predecessor-in-title to Continental Homes of Texas, L.P., a Texas limited liability company, previously submitted and filed with the City Secretary of the City a petition (the "Petition") requesting the establishment of a public improvement district;

WHEREAS, after providing all notices required by the Act and the Texas Government Code Chapter 551, the City Council on December 8, 2020 conducted a public hearing to consider comments for and against the creation of the District and the advisability of the proposed public improvements and, after closing the public hearing, passed and approved Resolution No. R-2021-28 (the “PID Creation Resolution”) authorizing the formation of the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (“District”);

WHEREAS, in accordance with Section 372.010 of the Act, notice of the resolution creating the District was published in the *Bastrop Advertiser* on April 22, 2021, and Resolution No. R-2021-28 was published in the *Bastrop Advertiser* on February 14, 2025;

WHEREAS, the City has reviewed the Preliminary Service and Assessment Plan (the “SAP”) attached to this Resolution as "**Exhibit A**" and the Proposed Assessment Roll for Improvement Area #1 (as defined in the SAP) attached thereto;

WHEREAS, in accordance with Section 372.016 of the Act, the City Council desires to make certain determinations and findings with regard to the total cost of the “Authorized Improvements” set forth in the Preliminary Service and Assessment Plan attached to this Resolution as “**Exhibit A**”;

WHEREAS, in accordance with Section 372.016 of the Act, the City Council also desires to approve the Proposed Assessment Roll for Improvement Area #1, which is included in the Preliminary Service and Assessment Plan attached to this Resolution as “**Exhibit A**,” cause the Proposed Assessment Roll for Improvement Area #1 to be filed with the City Secretary, and to direct the City Secretary to make such Proposed Assessment Roll available for public inspection and publish notice of the City Council’s intention to consider the proposed assessments for Improvement Area #1 at a public hearing, all in accordance with the requirements of the Act.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

Section 2. The City Council hereby finds, declares, and directs:

(a) Determination of Cost. The cost determinations for the proposed Authorized Improvements in Improvement Area #1 set forth in the Preliminary Service and Assessment Plan attached to this Resolution as “**Exhibit A**” are hereby approved.

(b) Proposed Assessment Roll. The Proposed Assessment Roll for Improvement Area #1 included in the Preliminary Service and Assessment Plan attached to this Resolution as “**Exhibit A,**” stating the assessment against each parcel of assessable land in Improvement Area #1 of the District as determined by the method of assessment set forth in said Preliminary Service and Assessment Plan is hereby approved, and the City Council declares that such Proposed Assessment Roll is hereby filed with the City Secretary. The City Council hereby directs the City Secretary to make such Proposed Assessment Roll available for public inspection and publish notice of the City Council’s intention to consider the proposed assessments in Improvement Area #1 at a public hearing, all in accordance with the requirements of the Act.

Section 3. City Council hereby authorizes and directs City Secretary to take the actions described in Section 2 of this Resolution and authorizes and directs staff to prepare the required resolutions, ordinances, agreements, service and assessment plan, assessment roll and other documents necessary for the City Council to effectuate the PID Creation Resolution and this Resolution.

Section 4. The City Council hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately from and after its passage.

EXHIBIT LIST:

Exhibit A – Preliminary Service and Assessment Plan (including the Proposed Assessment Roll)

PASSED AND APPROVED on this _____ day of _____, 2025.

THE CITY OF BASTROP, TEXAS

By: _____
John Kirkland, Mayor ProTem

ATTEST:

By: _____
City Secretary

EXHIBIT A

(Preliminary Service and Assessment Plan – including the Proposed Assessment Roll for Improvement Area #1)

Exhibit B
NOTICE OF PUBLIC HEARING
TO CONSIDER PROPOSED ASSESSMENTS
TO BE LEVIED AGAINST PROPERTY LOCATED IN IMPROVEMENT AREA #1
IN THE VALVERDE PUBLIC IMPROVEMENT DISTRICT

Notice is hereby given that the City Council of the City of Bastrop, Texas, will hold a public hearing in the Council Chambers at Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas 78602, on February 11, 2025, at 6:30 p.m. to consider proposed assessments to be levied against the assessable property located in Improvement Area #1 in the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the “District”) pursuant to the provisions of Chapter 372, Texas Local Government Code. Written and oral objections will be considered at the hearing.

General Nature and Cost of Proposed Improvements: The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will generally include: (i) paying a portion of the Actual Costs of the Improvement Area #1 Improvements (as defined herein), (ii) paying capitalized interest on the Bonds during the period of construction and acquisition of Improvement Area #1 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs (as defined herein), and (v) paying the costs of issuance of the Bonds.

Estimated Total Cost of Public Improvements: The total cost of the public improvements to be funded by the District is approximately \$95,000,000, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the public improvements. The total cost of the Improvement Area #1 Improvements to be funded by the District is estimated to be approximately \$_____. The exact amount will be provided in the approved service and assessment plan.

District Boundaries: The District includes approximately 410 acres adjacent to the city limits to the West of FM 969 and South West of the Colorado River as generally depicted on Exhibit A attached hereto. Improvement Area #1, comprised of 104.052 acres, is located within the Property and is generally depicted within the District on Exhibit A attached hereto.

Materials: The field notes, a copy of the proposed service and assessment plan, and assessment roll are available for inspection at Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas 78602.

Exhibit A

[See attached]



STAFF REPORT

MEETING DATE: February 25, 2025

TITLE:

Consider and act on Resolution No. 2025-22, approving the form and authorizing the distribution of a preliminary limited offering memorandum for “City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District)”.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The City Council (the “Council”) of the City of Bastrop, Texas (the “City”) has adopted a resolution authorizing the creation of the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the “District”). The Council also adopted a development agreement on July 13, 2021 by and between the City and Continental Home of Texas, L.P. to establish the development and improvement standards for the District.

The Council intends to issue “City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District), to fund public improvements withing the District. There has been presented to Council a Preliminary Limited Offering Memorandum relating to the Bonds and Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the FMSbonds, Inc. (the “Underwriter”) of the bonds. The Council finds the passage of this Resolution in the best interest of the City.

RECOMMENDATION:

Sylvia Carrillo-Trevino, City Manager, recommends approving Resolution No. R-2025-22, approving the form and authorizing the distribution of a preliminary limited offering memorandum for “City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District)”.

ATTACHMENTS:

1. Resolution No. R-2025-22

CITY OF BASTROP TEXAS

RESOLUTION NO. R-2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR "CITY OF BASTROP, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (VALVERDE PUBLIC IMPROVEMENT DISTRICT)"

WHEREAS, this City Council (the "Council") of the City of Bastrop, Texas (the "City") has adopted a resolution authorizing the creation of the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the "District"); and

WHEREAS, on July 13, 2021, the City Council adopted Resolution No. R-2021-65 approving a development agreement by and between the City and Continental Homes of Texas, L.P. to establish the development and improvement standards for the District; and

WHEREAS, this Council intends to issue "City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District) (the "Bonds"), to fund public improvements within the District; and

WHEREAS, there has been presented to this Council a Preliminary Limited Offering Memorandum relating to the Bonds (the "Preliminary Limited Offering Memorandum"); and

WHEREAS, this Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the FMSbonds, Inc. (the "Underwriter") of the Bonds; and

WHEREAS, the Council finds that the passage of this Resolution is in the best interest of the citizens of the City;

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

SECTION 1: That all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That this Council hereby approves the form and content of the Preliminary Limited Offering Memorandum and deems the Preliminary Limited Offering Memorandum final, except for the omission of such information which is dependent upon

the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, with such changes, addenda, supplements or amendments as may be approved by the City Manager. The City hereby authorizes the Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this Resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 25TH DAY OF FEBRUARY, 2025.

APPROVED:

John Kirkland, Mayor ProTem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney