



April 28, 2026

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** - Zurette Ramirez Acosta and Autumn Bunker, members of the National Junior Honor Society at Cedar Creek Middle School

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

3. INVOCATION

4. PRESENTATIONS

[4A.](#) Mayor's Report

[4B.](#) Council Members' Report

[4C.](#) City Manager's Report

- 4D. Presentation and possible action on:
- Hotel Feasibility Study
 - Hospital/Convention Center Feasibility Study
 - Golf Course Feasibility Study
- 4E. PROCLAMATION - Mateo Sky Woodward De La Sancha
- 4F. PROCLAMATION - Professional Municipal Clerks Week

5. WORK SESSIONS/BRIEFINGS

5A. March 2026 Financials (unaudited)

Submitted by: Judy Sandroussi, Finance Director

6. STAFF AND BOARD REPORTS

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board/Commission cannot discuss issues raised or make any decision at this time. Instead, the Board/Commission 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 the City Manager for research and possible future action. Profanity, physical or other threats are not allowed and may subject the speaker to loss of the time for comment, and if disruptive to the conduct of business, could result in removal of the speaker.

8. CONSENT AGENDA

All matters listed under "Consent Agenda" are considered to be routine by the city council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

8A. Consider and act on the second reading of Ordinance No. 2026-02, ratifying, confirming, and reapproving Ordinance No. 2024-24, which abandoned, vacated, and closed a portion of Madison Street right-of-way and a portion of Houston Street right-of-way, north of State Highway 71 and south of Government Street, as described in Exhibit A.

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

8B. Consider and act on the second reading of Ordinance 2026-10 amending the Code of Ordinances, Section 1.15.009(h)(1), regarding abuse of position, to add "physical or mental disability" to the list of protected classes.

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

8C. Consider and act on the second reading of Ordinance No. 2026-13, establishing a 0.84-acre tract located southeast of Grady Tuck Lane, northwest of Loop 150 and south of Old Austin Highway and further identified as Lot 3 of the Adell Powell Subdivision, Cabinet 4, PG 6-B, P.R.B.C.T, Parcel 66319, Bastrop, Texas, as designated parkland.

Submitted by: Jason Alfaro, Director of Parks and Recreation

8D. Consider and act on the second reading of Ordinance No. 2026-12, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and the Texas Water Development Board regulations.

Submitted by: Curtis Hancock, Director of Water & Wastewater

8E. Consider and act on the second reading of Ordinance No. 2026-14 to amend the FY 2026 Operating Budget by \$2,047,950.37 from Street Reserve Fund (110-3000 Fund Balance) to Street Operations Fund reducing Fund (110-3000 Fund Balance) from \$3,688,984.17 to \$1,621,033.80 and increasing the operating Street Fund (110-18-00-6132 Street Improvements) by \$1,761,867.60 and \$286,082.77 (110-18-00-6010 Equipment – Capital Outlay).

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

8F. Consider and act on Resolution No. 2026-59, approving a Transfer Agreement between the City of Bastrop and Aqua Water Supply Corporation, for the area known as Hasler Shores, currently located in the Aqua Water Supply Corporation CCN service area; as attached in Exhibit A.

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

8G. Consider and act on Resolution No. 2026-61, approving an Operation and Maintenance Agreement between the City of Bastrop and Aqua Water Supply Corporation, for the area known as Hasler Shores, currently located in the Aqua Water Supply Corporation CCN service area; as attached in Exhibit A.

Vivianna Nicole Andres, Assistant to the City Manager

8H. Consider and act on Resolution No. R-2026-62, amending the Master Fee Schedule, General Provisions - Parks and Recreation, adopting a fee structure for the Hunters Crossing Pool, as attached in Exhibit A.

Submitted by: Jason Alfaro, Parks and Recreation Director

8I. Consider and act to approve the Bastrop City Council minutes from the April 14, 2026, Regular Meeting.

Submitted by: Victoria Psencik, TRMC, City Secretary

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider and act on Resolution No. 2026-55, adopting, amending, or redacting fees in the Master Fee Schedule, related to Building Regulation Fees, Development Fees, and Fire Prevention and Protection Fees; as attached in Exhibit A.

Submitted by: James E. Cowey, Development Services Director

9B. Consider and act on Resolution No. R-2026-58, approving a construction contract with Bull G Construction, LLC for a not-to-exceed amount of Six Hundred Twenty-One Thousand Seven Hundred Forty Dollars and Fifty Cents (\$ 621,740.50) for the Sewer Line Pipe Bursting Project on Water Street (Chestnut to Cedar) and Linden Street (Pecan to Hill); authorizing the City Manager to execute all necessary documents.

Submitted by: Curtis Hancock, Director of Water & Wastewater

9C. Consider action to approve Resolution No. R-2026-60 of the City Council of the City of Bastrop, Texas, approving the execution of a Cost Share Agreement with the City and Legend Communities, Inc. as attached as Exhibits A respectively; providing for a repealing clause; and establishing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

9D. Consider and act to approve:

- a) Resolution No. 2026-63 authorizes an Advance Funding Agreement in recognition of the urgency of this project. Once the bond issuance funds are obtained, the bond proceeds will reimburse the funding sources of the Advance Funding Agreement.
- b) Resolution No. 2026-64 is for directing publication of the notice of intent to issue Certificates of Obligation for a not-to-exceed amount of Eleven Million Dollars and 00/100 (\$11,000,000.00), and further directing the publication of notice of intention to issue City of Bastrop, Texas, Combination Tax And Revenue Certificates Of Obligation.

Submitted by: Judy Sandroussi, Finance Director

10. EXECUTIVE SESSION

10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.087 to deliberate regarding Economic Development for a revised Chapter 380 Economic Development Agreement with Pearl River, developer for Sendero.

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

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).



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:
Mayor'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: April 28, 2026

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.

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- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
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- (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: April 28, 2026

TITLE:

City Manager'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.

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- (2) information regarding holiday schedules;
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- (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.

City of Bastrop

Comprehensive Monthly Financial Report (Unaudited)
For the Month Ending March, 2026





Comprehensive Monthly Financial Report (Unaudited) For the Month Ending March, 2026

REVENUE

	Month of March 2026		
	Forecast	Actual	% of Forecast
General Fund			
Taxes & Penalties	\$ 735,344	\$ 899,520	22%
Licenses & Permits	\$ 3,125	\$ 4,337	39%
Charges for Service	\$ 90,950	\$ 94,746	4%
Fines & Forfeitures	\$ 29,217	\$ 46,130	58%
Interest Income	\$ 27,500	\$ 21,808	-21%
Intergovernmental	\$ 8,468	\$ 27,183	221%
Miscellaneous	\$ 3,750	\$ 12,352	229%
Transfers-In	\$ 68,750	\$ 54,167	-21%
General Fund Totals:	\$ 967,104	\$ 1,160,243	20%

	Year-To-Date			
	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Taxes & Penalties	\$ 15,418,645	\$ 10,025,780	\$ 10,697,758	7%
Licenses & Permits	\$ 37,500	\$ 18,750	\$ 19,455	4%
Charges for Service	\$ 1,047,200	\$ 525,810	\$ 554,440	5%
Fines & Forfeitures	\$ 350,600	\$ 175,300	\$ 224,673	28%
Interest Income	\$ 330,000	\$ 165,000	\$ 71,948	-56%
Intergovernmental	\$ 284,315	\$ 52,733	\$ 122,853	133%
Miscellaneous	\$ 45,000	\$ 22,500	\$ 458,006	1936%
Transfers-In	\$ 655,240	\$ 412,500	\$ 325,000	-21%
Total:	\$ 18,168,500	\$ 11,398,373	\$ 12,474,132	9%

	Forecast	Actual	% of Forecast
Enterprise Funds			
Water/Wastewater Fund	\$ 792,075	\$ 839,041	6%
Bastrop Power & Lights Fund	\$ 803,667	\$ 715,932	-11%
Enterprise Fund Totals:	\$ 1,595,742	\$ 1,554,973	-3%

	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Water/Wastewater Fund	\$ 10,193,000	\$ 4,526,680	\$ 4,980,195	10%
Bastrop Power & Lights Fund	\$ 9,644,000	\$ 4,822,000	\$ 4,154,712	-14%
Total:	\$ 19,837,000	\$ 9,348,680	\$ 9,134,907	-2%



Comprehensive Monthly Financial Report (Unaudited) For the Month Ending March, 2026

REVENUE

	Month of March 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Special Revenue Fund							
Designated Fund	\$ 7,518	\$ 17,801	137%	\$ 90,210	\$ 45,105	\$ 102,195	127%
General Fund One-Time	\$ 667	\$ 627	-6%	\$ 8,000	\$ 4,000	\$ 3,301	-17%
Development Services	\$ 174,417	\$ 170,480	-2%	\$ 2,232,335	\$ 1,046,500	\$ 1,079,670	3%
Streets Maintenance	\$ 295,750	\$ 265,034	-10%	\$ 3,549,000	\$ 1,774,500	\$ 1,734,981	-2%
Engineering	\$ 62,464	\$ 26,374	-58%	\$ 749,569	\$ 374,785	\$ 158,243	-58%
Water & Wastewater Impact Fees	\$ 337,437	\$ 453,556	34%	\$ 4,049,240	\$ 2,024,620	\$ 1,879,281	-7%
Roadway Impact Fee	\$ 128,167	\$ 74,444	-42%	\$ 1,538,004	\$ 769,002	\$ 390,798	-49%
Vehicle Equip & Replacement Fund	\$ 72,981	\$ 67,739	-7%	\$ 875,774	\$ 437,887	\$ 449,984	3%
Hotel Occupancy Tax	\$ 403,884	\$ 329,820	-18%	\$ 4,873,606	\$ 2,433,303	\$ 1,925,269	-21%
Library Board	\$ 1,750	\$ 404	-77%	\$ 21,000	\$ 10,500	\$ 11,531	10%
Park & Trail Dedication	\$ 155	\$ 183	18%	\$ 1,865	\$ 933	\$ 1,046	12%
Fairview Cemetery Operating	\$ 45,356	\$ 4,689	-90%	\$ 544,269	\$ 272,135	\$ 123,066	-55%
Fairview Cemetery Permanent	\$ 3,083	\$ 5,574	81%	\$ 37,000	\$ 18,500	\$ 13,294	-28%
ValVerde PID		\$ 9,358	0%			\$ 943,005	0%
Hunters Crossing PID	\$ 1,163	\$ 6,630	470%	\$ 581,279	\$ 574,303	\$ 515,837	-10%
Type B - BEDC	\$ 129,618	\$ 122,326	-6%	\$ 1,667,100	\$ 820,587	\$ 840,208	2%
Special Revenue Fund Totals:	\$ 1,664,409	\$ 1,555,039	-7%	\$ 20,818,251	\$ 10,606,659	\$ 10,171,709	-4%



Comprehensive Monthly Financial Report (Unaudited) For the Month Ending March, 2026

REVENUE

	Month of March 2026		
	Forecast	Actual	% of Forecast
Debt Service Fund			
General Fund Debt Service	\$ 50,209	\$ 77,182	54%
Water/Wastewater Debt Service	\$ 509,638	\$ 616,544	21%
Debt Service Fund Totals:	\$ 559,847	\$ 693,726	24%

	Year-To-Date			
	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
	\$ 4,984,812	\$ 4,492,773	\$ 3,652,925	-19%
	\$ 7,189,950	\$ 3,057,825	\$ 3,676,913	20%
Total:	\$ 12,174,762	\$ 7,550,598	\$ 7,329,838	-3%

	Month of March 2026		
	Forecast	Actual	% of Forecast
Capital Fund			
General Fund		\$ 210,922	0%
2022 CO Series		\$ 3,941	0%
2023 CO Series		\$ 19,428	0%
Grant Fund			
Bastrop Power & Light		\$ -	
Water/Wastewater		\$ 3,576,085	
Capital Fund Totals:	\$ -	\$ 3,810,376	

	Year-To-Date			
	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
			\$ 15,260,351	0%
			\$ 30,840	0%
			\$ 152,958	0%
			\$ 5,654	0%
			\$ -	
	\$ 3,576,085	\$ 3,576,085	\$ 3,576,085	
Total:	\$ 3,576,085	\$ 3,576,085	\$ 19,025,888	



Comprehensive Monthly Financial Report (Unaudited) For the Month Ending March, 2026

EXPENDITURES

	Month of March 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
General Fund (by Department)							
Legislative	\$ 3,930	\$ 3,223	-18%	\$ 64,365	\$ 39,653	\$ 26,852	-32%
Organizational	\$ (1,220)	\$ 528,778	-43442%	\$ (80,351)	\$ (20,366)	\$ 301,687	-1581%
City Manager	\$ 68,787	\$ 65,515	-5%	\$ 853,176	\$ 425,975	\$ 393,161	-8%
City Secretary	\$ 24,339	\$ 20,976	-14%	\$ 354,768	\$ 171,016	\$ 131,265	-23%
Finance	\$ 218,524	\$ 197,344	-10%	\$ 2,405,508	\$ 1,197,085	\$ 1,115,178	-7%
Human Resources	\$ 41,734	\$ 32,224	-23%	\$ 553,231	\$ 276,362	\$ 226,820	-18%
Information Technology	\$ 50,349	\$ 20,131	-60%	\$ 661,597	\$ 336,819	\$ 83,004	-75%
Communications	\$ 28,095	\$ 27,618	-2%	\$ 360,646	\$ 180,061	\$ 157,152	-13%
Police	\$ 462,439	\$ 410,637	-11%	\$ 6,232,762	\$ 3,229,155	\$ 2,904,840	-10%
Fire	\$ 134,433	\$ 132,062	-2%	\$ 1,790,342	\$ 865,446	\$ 746,059	-14%
Municipal Court	\$ 45,316	\$ 47,123	4%	\$ 550,788	\$ 273,684	\$ 230,420	-16%
Library	\$ 80,801	\$ 65,818	-19%	\$ 1,038,296	\$ 518,101	\$ 417,883	-19%
Fleet & Facilities	\$ 145,220	\$ 207,365	43%	\$ 1,736,734	\$ 879,789	\$ 789,754	-10%
Parks	\$ 145,458	\$ 131,875	-9%	\$ 1,855,789	\$ 983,041	\$ 772,679	-21%
Discover Bastrop	\$ 19,273	\$ 23,849	24%	\$ 231,275	\$ 115,638	\$ 96,518	-17%
General Fund Totals:	\$ 1,467,478	\$ 1,914,538	30%	\$ 18,608,926	\$ 9,471,458	\$ 8,393,272	-11%



Comprehensive Monthly Financial Report (Unaudited) For the Month Ending March, 2026

EXPENDITURES

	Month of March 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Enterprise Funds							
Water/Wastewater Fund							
Information Technology	\$ 8,890	\$ 8,852	0%	\$ 106,680	\$ 53,340	\$ 52,315	-2%
W/WW Administration	\$ 473,988	\$ 488,066	3%	\$ 5,687,859	\$ 2,843,930	\$ 2,755,807	-3%
W/WW Distribution	\$ 91,085	\$ 83,690	-8%	\$ 1,093,025	\$ 546,513	\$ 403,702	-26%
Water Production/Treatment	\$ 139,211	\$ 109,417	-21%	\$ 1,670,530	\$ 835,265	\$ 580,625	-30%
WW Treatment	\$ 123,610	\$ 94,543	-24%	\$ 1,483,314	\$ 741,657	\$ 577,147	-22%
Subtotal W/WW	\$ 836,784	\$ 784,568	-6%	\$ 10,041,408	\$ 5,020,704	\$ 4,369,596	-13%
Bastrop Power & Lights Fund							
Information Technology	\$ 8,890	\$ 8,852	0%	\$ 106,680	\$ 53,340	\$ 52,314	-2%
Bastrop Power & Lights	\$ 713,870	\$ 677,549	-5%	\$ 9,425,294	\$ 4,340,005	\$ 4,204,274	-3%
Subtotal BP&L	\$ 722,760	\$ 686,401	-5%	\$ 9,531,974	\$ 4,393,345	\$ 4,256,588	-3%
Enterprise Fund Totals:	\$ 1,559,544	\$ 1,470,969	-6%	\$ 19,573,382	\$ 9,414,049	\$ 8,626,184	-8%

EXPENDITURES

	Month of March 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Special Revenue Fund							
Designated Fund	\$ 7,542	\$ 2,453	-67%	\$ 90,502	\$ 45,251	\$ 53,385	18%
Development Services							
Information Technology	\$ 8,890	\$ 8,852	0%	\$ 106,680	\$ 53,340	\$ 52,315	-2%
Planning	\$ 118,933	\$ 109,890	-8%	\$ 1,427,745	\$ 713,598	\$ 621,024	-13%
Building Inspections	\$ 56,827	\$ 42,691	-25%	\$ 680,925	\$ 340,963	\$ 217,957	-36%
Subtotal Dev Services	\$ 184,650	\$ 161,433	-13%	\$ 2,215,350	\$ 1,107,900	\$ 891,296	-20%
Streets Maintenance							
Information Technology	\$ 8,890	\$ 8,852	0%	\$ 106,680	\$ 53,340	\$ 52,315	-2%
Street Maintenance	\$ 192,017	\$ 126,922	-34%	\$ 2,304,119	\$ 1,152,100	\$ 908,939	-21%
Subtotal Streets	\$ 200,907	\$ 135,774	-32%	\$ 2,410,799	\$ 1,205,440	\$ 961,254	-20%
Engineering	\$ 62,464	\$ 29,048	-53%	\$ 749,569	\$ 374,785	\$ 38,590	-90%
Water & Wastewater Impact Fees	\$ 318,751	\$ 625,933	96%	\$ 3,825,009	\$ 1,912,505	\$ 2,077,014	9%
Vehicle Equip & Replacement Fund	\$ 57,553	\$ 37,005	-36%	\$ 690,631	\$ 345,316	\$ 333,094	-4%
Hotel Occupancy Tax							
Discover Bastrop	\$ 77,969	\$ 89,159	14%	\$ 2,333,002	\$ 1,354,801	\$ 1,527,549	13%
Marketing	\$ 53,398	\$ 79,510	49%	\$ 550,776	\$ 320,388	\$ 254,095	-21%
Convention Center	\$ 83,580	\$ 73,549	-12%	\$ 1,002,954	\$ 501,477	\$ 410,026	-18%
Main Street	\$ 25,911	\$ 9,525	-63%	\$ 310,936	\$ 155,468	\$ 100,241	-36%
Special Events	\$ 9,945	\$ 8,697	-13%	\$ 119,343	\$ 59,672	\$ 50,866	-15%
Cultural Arts Commission	\$ 8,090	\$ 7,097	-12%	\$ 97,079	\$ 48,540	\$ 70,938	46%
Subtotal HOT	\$ 258,893	\$ 267,537	3%	\$ 4,414,090	\$ 2,440,345	\$ 2,413,715	-1%
Library Board	\$ 1,658		-100%	\$ 19,890	\$ 9,945		-100%
Fairview Cemetery Operating	\$ 38,973	\$ 14,639	-62%	\$ 467,677	\$ 233,839	\$ 115,103	-51%
ValVerde PID							
Hunters Crossing PID	\$ 78,345	\$ 8,770	-89%	\$ 569,239	\$ 145,570	\$ 391,719	169%
Type B - BEDC	\$ 83,580	\$ 41,021	-51%	\$ 1,285,374	\$ 748,896	\$ 357,618	-52%
Special Revenue Fund Totals:	\$ 1,293,314	\$ 1,323,613	2%	\$ 16,738,130	\$ 8,569,789	\$ 7,632,788	-11%

Comprehensive Monthly Financial Report (Unaudited) For the Month Ending March, 2026

EXPENDITURES

	Month of March 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Debt Service Fund							
General Fund Debt Service	\$ 790,000		0%	\$ 4,130,917	\$ 790,000	\$ 787,405	0%
Water/Wastewater Debt Service	\$ 2,350,000		0%	\$ 7,189,943	\$ 2,350,000	\$ 2,343,999	0%
Debt Service Fund Totals:	\$ 3,140,000	\$ -	0%	\$ 11,320,860	\$ 3,140,000	\$ 3,131,404	100%

	Month of March 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Capital Fund							
General Fund							
Streets Capital Projects	\$ 318,750	\$ 35,484	-89%	\$ 3,825,000	\$ 1,912,500	\$ 1,532,718	-20%
Fleet & Fac Capital Projects	\$ 29,000	\$ 29,000	0%	\$ 106,935	\$ 29,000	\$ 29,000	0%
Parks Capital Projects	\$ 1,478,220	\$ 876,855	-41%	\$ 17,738,640	\$ 8,869,320	\$ 3,430,977	-61%
Discover Bastrop Capital Projects	\$ 87,083	\$ 910	-99%	\$ 1,045,000	\$ 522,500	\$ 14,318	-97%
Subtotal General Fund Capital	\$ 1,913,053	\$ 942,249	-51%	\$ 22,715,575	\$ 11,333,320	\$ 5,007,013	-56%
Bastrop Power & Light Capital	\$ 122,917		-100%	\$ 1,475,000	\$ 737,500	\$ 103,862	14%
Water/Wastewater Capital	\$ 4,588,000	\$ 308,566	-93%	\$ 55,056,000	\$ 27,528,000	\$ 1,749,134	6%
Capital Fund Totals:	\$ 6,623,970	\$ 1,250,815	-81%	\$ 79,246,575	\$ 39,598,820	\$ 6,860,009	-83%



Comprehensive Monthly Financial Report (Unaudited) For the Month Ending March, 2026

Property Tax Revenues

	FY2026 Forecast	FY2026 Actual	% of Forecast
Oct	\$ 5,417	\$ 13,911	61%
Nov	\$ 389,062	\$ 206,254	-89%
Dec	\$ 1,375,578	\$ 2,886,202	52%
Jan	\$ 2,011,332	\$ 1,559,246	-29%
Feb	\$ 1,649,610	\$ 1,121,269	-47%
Mar	\$ 16,378	\$ 113,355	0%
Apr	\$ 27,339		0%
May	\$ 27,339		0%
Jun	\$ 10,897		0%
Jul	\$ 10,897		0%
Aug	\$ 10,897		0%
Sep	\$ 10,897		0%
Totals:	\$ 5,447,377	\$ 5,900,236	8%



Comprehensive Monthly Financial Report (Unaudited) For the Month Ending March, 2026

SALES TAX REVENUE

Total Per Month from the State					
	FY2026	FY2025	FY2024	FY2023	FY2022
Oct	1,057,193	931,579	1,060,649	954,398	830,741
Nov	1,039,622	979,392	1,021,968	962,220	955,667
Dec	1,092,554	1,046,364	955,780	941,605	839,693
Jan	1,098,815	1,077,869	1,030,693	978,537	931,798
Feb	1,309,787	1,556,639	1,198,859	1,173,677	1,063,051
Mar	991,516	978,177	916,206	901,054	791,530
Apr		866,944	1,018,673	923,239	774,413
May		1,070,083	1,041,718	1,083,119	995,806
Jun		1,095,447	1,093,357	905,039	946,520
Jul		1,051,036	1,035,037	1,076,736	961,322
Aug		1,075,281	1,059,959	1,162,918	1,037,028
Sep			1,218,057	967,537	957,229
Total	6,589,486	11,728,811	12,650,953	12,030,080	11,084,799

Allocation Based on Rate*				
2025-2026				
	BEDC	Street	City	Total
Oct	88,099	264,298	704,795	1,057,193
Nov	86,635	259,905	693,081	1,039,622
Dec	91,046	273,138	728,369	1,092,554
Jan	91,568	274,704	732,543	1,098,815
Feb	109,149	327,447	873,192	1,309,787
Mar	82,626	247,879	661,011	991,516
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Total	549,124	1,647,372	4,392,992	6,589,486

Sales Tax is 49% of the total budgeted revenue for General Fund.

As of March - Sales Tax Revenue is exceeding forecast by 2%.



Comprehensive Monthly Financial Report (Unaudited) For the Month Ending March, 2026

Legal Expenses by Councilmember

Mayor Harris
Mayor Pro-Tem Kirkland
Councilmember Lowe
Councilmember Meyer
Councilmember Plunkett
Councilmember Fossler

Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
		\$ 111		\$ 315								\$ -
												\$ 426
												\$ -
												\$ -
	\$ 71											\$ -
												\$ 71

Grand Total \$ 497

Travel Expenses by Councilmember

Mayor Harris
Mayor Pro-Tem Kirkland
Councilmember Lowe
Councilmember Meyer
Councilmember Plunkett
Councilmember Fossler

Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
\$ 456	\$ 386	\$ 833	\$ 325	\$ 50	\$ 335							\$ 2,385
	\$ 590			\$ 50	\$ 25							\$ 665
\$ 456	\$ 712			\$ 25	\$ 132							\$ 1,325
\$ 183	\$ 411	\$ 677		\$ 50	\$ 25							\$ 1,345
	\$ 36											\$ 36
	\$ 893		\$ 325	\$ 50								\$ 1,268

Grand Total \$ 7,024



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending March 31, 2026.

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

The Chief Financial Officer, or appointed staff, provides the City Council with 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-2025-16 on September 23, 2025.

March financial highlights include:

The General Fund Revenue exceeds the forecast by 9% or \$1M, while Expenditures are running lower than forecast by -11% or -\$1M. Sales Tax Revenue is exceeding the forecast by 2% or \$92K and Property Tax Revenue exceeds the forecast by 7% or \$420K.

Enterprise Funds Revenue is under forecast by -2% or -\$214K. While their Expenditures are running -8%, or -\$788K less than forecast.

As of March, the Special Revenue Funds Revenues are less than forecast by -4% and Expenditures are running -\$937K less than forecast.

- Development Services Revenue is 3% over forecast with expenses running -20% less than forecast.
- Street Maintenance Fund Revenue is -2% compared to forecast with expenses -20% less than forecast.
- Water/Wastewater Impact Fees Revenues are under forecast by -7% for the month. Unfortunately, their year-to-date expenses are running 9% above forecast (\$165K).
- The HOT Fund Revenue continues to run less than forecast with year-to-date Revenues being -21% (-\$508K) less than forecast. While Expenditures are running -1%, or -\$26K, then forecast.
- Hunters Crossing PID Revenue year-to-date is -10% less than forecast, or -\$58K.
- BEDC's Revenue exceeds the forecast by 2% while their Expenditures are running -52% below forecast.

Year-to-date Capital Expenditures include a total of \$6.9M with Street Projects totaling \$1.5M, Fleet and Facilities project totaling \$29K, \$3.4M on Park Projects which includes the Old Iron Bridge project, \$104K on a BP&L project, \$1.7M on W/WW projects, as well as \$14K for Discover Bastrop's projects.



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act on the second reading of Ordinance No. 2026-02, ratifying, confirming, and reapproving Ordinance No. 2024-24, which abandoned, vacated, and closed a portion of Madison Street right-of-way and a portion of Houston Street right-of-way, north of State Highway 71 and south of Government Street, as described in Exhibit A.

STAFF REPRESENTATIVE:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

In 2024, the City brought forth an Ordinance vacating portions of the Madison Street and Houston Street right-of-way. The final version of the ordinance was never executed in its entirety. This Ordinance seeks to finalize this process to complete the right-of-way abandonment process. Below is a summary of the information that was previously presented to the Council in 2024:

The City desires to vacate an existing portion of the unimproved Houston Street right-of-way and an existing portion of the unimproved Madison Street right-of-way. The rights-of-way proposed to be abandoned date back to the original 1920's Iredell Survey Map of Bastrop. The parcels surrounding the Houston Street and Madison Street rights-of-way are currently undeveloped, and the Houston Street and Madison Street rights-of-way are unimproved at this location.

Additionally, due to Houston and Madison Street's proximity to the State Highway 71 deceleration lane, further development in the form of a future connection onto State Highway 71 right-of-way would be precluded due to the driveway separation standards for TxDOT. Also, the State Highway 71 intersection at this location is one of the most heavily traveled intersections within the city limits, so future connections would also be discouraged for this reason.

Staff is recommending the abandonment of the Madison Street and Houston Street rights-of-way to avoid creating additional traffic congestion at the State Highway 71 & 95 intersection, and to promote the safety and well-being of travelers along the State Highway 71 corridor.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Consider and act on the second reading of Ordinance No.2026-02, ratifying, confirming, and reapproving Ordinance No. 2024-24, which abandoned, vacated, and closed a portion of Madison Street right-of-way and a portion of Houston Street right-of-way, north of State Highway 71 and south of Government Street, as described in Exhibit A.

ATTACHMENTS:

- Ordinance No. 2026-02
- Exhibit A: Survey and Metes and Bound Descriptions
- Exhibit B: ROW Closure Quitclaim Deeds
- Attachment 1: Location Map

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RATIFYING, CONFIRMING, AND REAPPROVING ORDINANCE NO. 2024-24, WHICH ABANDONED, VACATED, AND CLOSED A PORTION OF MADISON STREET RIGHT-OF-WAY AND A PORTION OF HOUSTON STREET RIGHT-OF-WAY, NORTH OF STATE HIGHWAY 71 AND SOUTH OF GOVERNMENT STREET, AS DESCRIBED IN EXHIBIT A; RATIFYING ALL ACTIONS TAKEN IN CONNECTION THEREWITH; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas (“City”) is a home-rule municipality 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, pursuant to Sections 311.001 and 311.007 of the Texas Transportation Code, a home-rule municipality has exclusive control over its streets, alleys, and public rights-of-way and may vacate, abandon, or close such rights-of-way; and

WHEREAS, on September 10, 2024, the City Council adopted Ordinance No. 2024-24, abandoning, vacating, and closing a portion of Madison Street right-of-way and a portion of Houston Street right-of-way, north of State Highway 71 and south of Government Street, as more particularly described therein and in Exhibit A attached thereto; and

WHEREAS, the City Council desires to ratify, confirm, and reapprove Ordinance No. 2024-24 and all actions taken in connection therewith to remove any doubt as to the validity and enforceability of such ordinance and the abandonment authorized thereby; and

WHEREAS, the City Council has determined that ratification of Ordinance No. 2024-24 is in the best interest of the public health, safety, and welfare of the citizens of the City of Bastrop.

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

Section 1. Findings of Fact.

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if fully set forth herein.

Section 2. Ratification and Reapproval.

Ordinance No. 2024-24, entitled “*An Ordinance of the City Council of the City of Bastrop, Texas, abandoning, vacating, and closing a portion of Madison Street right-of-way and a portion of Houston Street right-of-way...*”, is hereby in all things ratified, confirmed, and

reapproved. The abandonment, vacation, and closure of the rights-of-way described therein and depicted in Exhibit A are reaffirmed and remain in full force and effect.

Section 3. Ratification of Prior Actions.

All acts, proceedings, approvals, and determinations of City officers, employees, and agents taken in connection with the adoption, implementation, and administration of Ordinance No. 2024-24 are hereby ratified, approved, and confirmed in all respects as the lawful acts of the City.

Section 4. No Modification.

This Ordinance is intended solely to ratify and confirm Ordinance No. 2024-24 and does not amend, alter, or modify the substantive provisions thereof.

Section 5. Repealer.

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

Section 6. Severability.

If any clause, sentence, or provision of this Ordinance shall be held invalid or unenforceable for any reason, such invalidity shall not affect the remaining portions of this Ordinance, and the same shall remain in full force and effect.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its final passage and any required publication, in accordance with the Charter of the City of Bastrop 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 Texas Open Meetings Act, Chapter 551, Texas Government Code.

[Signature Page to Follow]

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, Texas, on this, the 14th day of April 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, Texas, on this, the 28th day of April 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

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



EXHIBIT A

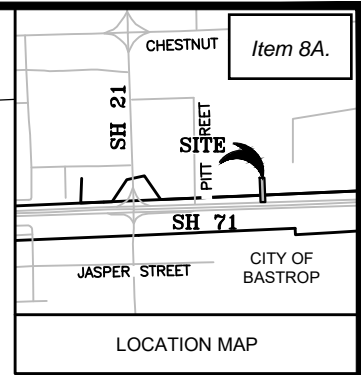
GOVERNMENT STREET
(55.56 FOOT WIDE RIGHT-OF-WAY
CABINET 1, SLIDE 23-A
P.R.B.C.T.)

FOUND 1/2" IRON ROD
WITH CAP "RPLS 1753"

N 87° 21' 13"E 1.05'

N85° 50' 34"E - 55.57'

S 03° 39' 29"E 0.61'
FOUND 1/2" IRON ROD
WITH CAP "RPLS 1753"



0 50' 100'



SCALE: 1" = 50'

LEGEND

- △ CALCULATED ANGLE POINT
- SET 1/2" IRON ROD WITH YELLOW CAP STAMPED "DATAPOINT 10194585"
- FOUND 1/2" IRON ROD UNLESS NOTED OTHERWISE
- P.R.B.C.T. = PLAT RECORDS OF BASTROP COUNTY TEXAS

TRACT 6
2.1822 ACRES
PROP. ID 39301
AUSTIN BASTROP, LLC
DOC. #202211923

N02° 36' 40"W - 284.19'

HOUSTON STREET
(55.56 FOOT WIDE RIGHT-OF-WAY
CABINET 1, SLIDE 23-A P.R.B.C.T.)

S02° 36' 49"E - 285.81'

0.363 of an Acre
(15,817 Sq. Ft.)
TRACT

TRACT 7
2.1260 ACRES
PROP. ID 36825
AUSTIN BASTROP, LLC
DOC. #202211923

TXDOT STA. 1086+44.83
205.50 LT.

POINT OF BEGINNING
N: 10015209.45
E: 3254792.86

S 40° 14' 47" W 1.66'

FOUND TYPE III
TXDOT ALUMINUM CAP

STATE HIGHWAY 71
(VARIABLE WIDTH R.O.W.)
BASTROP COUNTY
ROW CSJ No. 0265-05-068
CONSJ CSJ No. 0265-05-067

S87° 30' 33"W - 55.56'
TXDOT STA. 1087+00.39
205.50 LT.

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83, ALL DISTANCES ARE REPRESENTED GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
2. RECORDED INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY DATAPOINT SURVEYING.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS EXHIBIT.
4. THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

CERTIFICATION

I CERTIFY THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1 B, CONDITION II SURVEY AND WAS PERFORMED UNDER MY DIRECT SUPERVISION.

ORIGINAL SIGNED AND STAMPED IN RED INK.



ADRIAN E. REYES *Adrian E. Reyes* DATE: 12/12/2024
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5806

BEING A 0.363 OF AN ACRE (15,817 SQ. FT.) TRACT, BEING A PORTION OF THE DEDICATED HOUSTON STREET RIGHT-OF-WAY, A 55.56 FOOT WIDE RIGHT-OF-WAY, RECORDED IN CABINET 1, SLIDE 23-A, PLAT RECORDS OF BASTROP COUNTY TEXAS (P.R.B.C.T.), SITUATED IN THE BASTROP TOWN TRACT SURVEY ABSTRACT NO. 11, BASTROP COUNTY, TEXAS.



12450 Network Blvd. - Suite 155
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

Metes and Bounds Description of a 0.363 of an acre (15,817 sq. ft.) Tract

Being a 0.363 of an acre (15,817 sq. ft) tract, being a portion of the dedicated Houston Street right-of way, a 55.56 foot wide right-of-way, recorded in Cabinet 1, Slide 23-A, Plat Records of Bastrop County Texas (P.R.B.C.T), situated in the Bastrop Town Tract Survey Abstract No. 11, Bastrop County, Texas and being more particularly described as follows:

BEGINNING: at a set 1/2" iron rod with yellow plastic cap stamped "DATAPOINT 10194585", (N:10015209.45' E: 3254792.86') on the north right-of-way line of State Highway 71, a variable width right-of-way in Bastrop County, recorded in the State of Texas Department of Transportation-Highway Division Plans: ROW CSJ NO. 0265-05-068/CONSJ CSJ NO. 0265-05-067 (TXDOT STA. 1086+44.83, 205.50 LEFT), the southeast corner of a 2.1822 acre tract, Austin Bastrop, LLC, recorded in Document No. 202211923 of the Official Public Records of Bastrop County Texas (O.P.R.B.C.T.), the southwest corner of the herein described tract from which a found Type III TXDOT Aluminum cap bears S40°14'47"W a distance of 1.66 feet;

THENCE: North 02°36'40" West, departing the north right-of-way of State Highway 71, along and with the east line of the aforementioned 2.1822 acre tract, a distance of **284.19 feet** to a set 1/2" iron rod with yellow plastic cap stamped "DATAPOINT 10194585", the northeast corner of the aforementioned 2.1822 acre tract, the northwest corner of the herein described tract from which a found 1/2" iron rod with cap "RPLS 1753" bears N87°21'13"E a distance of 1.05 feet;

THENCE: North 86°28'22" East, departing the east line of the 2.1822 acre tract, a distance of **55.57 feet** to a point, the northwest corner of a 2.1260 acre tract, Tract 7, Austin Bastrop, LLC, recorded in Document No. 202211923 O.P.R.B.C.T., the northeast corner of the herein described tract from which a found 1/2" iron rod with cap "RPLS 1753" bears S03°39'29"E a distance of 0.61 feet;

THENCE: South 02°36'40" East, along and with the west line of the aforementioned 2.1260 acre tract, a distance of **285.20 feet** to a set 1/2" iron rod with yellow plastic cap stamped "DATAPOINT 10194585", on the north right-of-way line of State Highway 71, the southwest corner of the aforementioned 2.1260 acre tract, the southeast corner of the herein described tract;

THENCE: South 87°30'33" West, departing the west line of the aforementioned 2.1260 acre tract, along and with the north right-of-way line of State Highway 71, a distance of **55.56 feet** to the **POINT OF BEGINNING**, and containing **0.363 acres** (15,817 square feet) of land more or less.

- Notes:**
1. Bearings shown hereon are grid bearings of the Texas State Plane Coordinate System, Central Zone (4203), NAD83, U.S. Survey Feet.
 2. Record information shown hereon is based upon a public records search performed by Datapoint Surveying and Mapping.
 3. A plat of even date accompanies this metes and bounds description.
 4. This Boundary Survey was prepared without the benefit of a Title Commitment.

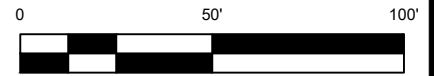
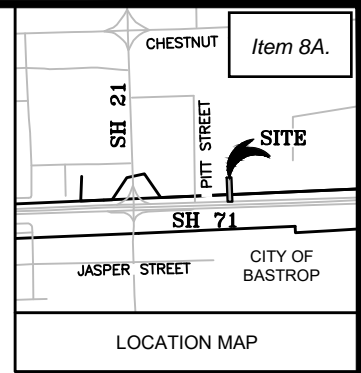


Adrian E. Reyes Date: 12-10-2024

Registered Professional Land Surveyor, No. 5806- State of Texas

EXHIBIT A

GOVERNMENT STREET
(55.56 FOOT WIDE RIGHT-OF-WAY
CABINET 1, SLIDE 23-A P.R.B.C.T.)



SCALE: 1" = 50'

LEGEND

- △ CALCULATED ANGLE POINT
- SET 1/2" IRON ROD WITH YELLOW CAP STAMPED "DATAPOINT 10194585"
- FOUND 1/2" IRON ROD UNLESS NOTED OTHERWISE
- P.R.B.C.T. = PLAT RECORDS OF BASTROP COUNTY TEXAS

0.361 of an Acre
(15,737 Sq. Ft.)
TRACT

TRACT 6
2.1822 ACRES
PROP. ID 39301
AUSTIN BASTROP, LLC
DOC. #202211923

2.1599 ACRES
PROP. ID 39300
AVICHI PITT STREET, LLC
DOC. #20220689

TXDOT STA. 1082+56.22
205.50 LT.

POINT OF BEGINNING
N: 10015192.57
E: 3254404.61

N: 10015192.57
E: 3254404.61

S05° 59' 57"E 1.32'
FOUND 1/2" IRON ROD
WITH CAP "RPLS 1753"

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83, ALL DISTANCES ARE REPRESENTED GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
2. RECORDED INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY DATAPOINT SURVEYING.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS EXHIBIT.
4. THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

CERTIFICATION

I CERTIFY THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1 B, CONDITION II SURVEY AND WAS PERFORMED UNDER MY DIRECT SUPERVISION.

ORIGINAL SIGNED AND STAMPED IN RED INK.



ADRIAN E. REYES DATE: 12/12/2024
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5806

BEING A 0.361 OF AN ACRE (15,737 SQ. FT) TRACT, BEING A PORTION OF THE DEDICATED MADISON STREET RIGHT-OF-WAY, A 55.56 FOOT RIGHT-OF-WAY RECORDED IN CABINET 1, SLIDE 23-A, PLAT RECORDS OF BASTROP COUNTY TEXAS (P.R.B.C.T.), SITUATED IN THE BASTROP TOWN TRACT SURVEY ABSTRACT NO. 11, BASTROP COUNTY, TEXAS.



12450 Network Blvd. - Suite 155
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

PAGE

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Metes and Bounds Description of a 0.361 of an acre (15,737 sq. ft.) Tract

Being a 0.361 of an acre (15,737 sq. ft) tract, being a portion of the dedicated Madison Street right-of way, a 55.56 foot right-of-way recorded in Cabinet 1, Slide 23-A, Plat Records of Bastrop County Texas (P.R.B.C.T), situated in the Bastrop Town Tract Survey Abstract No. 11, Bastrop County, Texas and being more particularly described as follows:

BEGINNING: at a found 1/2" iron rod (N:10015192.57' E: 3254404.61') on the north right-of-way line of State Highway 71, a variable width right-of-way in Bastrop County, recorded in the State of Texas Department of Transportation-Highway Division Plans: ROW CSJ NO. 0265-05-068/CONJSJ NO. 0265-05-067 (TXDOT STA. 1082+56.22, 205.50' LEFT), the southeast corner of a 2.1599 acre tract, Avichi Pitt Street, LLC, recorded in Document No. 20220689 of the Official Public Records of Bastrop County Texas (O.P.R.B.C.T.), the southwest corner of the herein described tract;

THENCE: North 02°36'40" West, departing the north right-of-way of State Highway 71, along and with the east line of the aforementioned 2.1599 acre tract, a distance of **283.21 feet** to a found 5/8" iron rod, the northeast corner of the aforementioned 2.1599 acre tract, the northwest corner of the herein described tract;

THENCE: North 87°25'39" East, departing the east line of the 2.1599 acre tract, over and across a portion of the Madison Street right-of-way, a distance of **55.56 feet** to a point, the northwest corner of a 2.1822 acre tract, Tract 6, Austin Bastrop, LLC, recorded in Document No. 202211923 O.P.R.B.C.T., the northeast corner of the herein described tract from which a found 5/8" iron rod with yellow cap "RPLS 3589" bears North 87°21'13" East a distance of 0.57 feet;

THENCE: South 02°36'40" East, along and with the west line of the aforementioned 2.1822 acre tract, a distance of **283.29 feet** to a set 1/2" iron rod with yellow plastic cap stamped "DATAPOINT 10194585", on the north right-of-way line of State Highway 71, the southwest corner of the aforementioned 2.1822 acre tract, the southeast corner of the herein described tract from which a found 1/2" iron rod with cap "RPLS 1753" bears South 05°59'57" East a distance of 1.32 feet;

THENCE: South 87°30'33" West, departing the west line of the aforementioned 2.1822 acre tract, along and with the north right-of-way line of State Highway 71, a distance of **55.56 feet** to the **POINT OF BEGINNING**, and containing **0.361 acres** (15,737 square feet) of land more or less.

Notes:

1. Bearings shown hereon are grid bearings of the Texas State Plane Coordinate System, Central Zone (4203), NAD83, U.S. Survey Feet.
2. Record information shown hereon is based upon a public records search performed by Datapoint Surveying and Mapping.
3. A plat of even date accompanies this metes and bounds description.
4. This Boundary Survey was prepared without the benefit of a Title Commitment.



Adrian E. Reyes Date: 12-10-2024
Registered Professional Land Surveyor
No. 5806- State of Texas
1 of 2

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

NOTICE: NO RESPONSIBILITY FOR VALIDITY OF REAL ESTATE TITLE IS ASSUMED BY THE ATTORNEYS PREPARING THIS INSTRUMENT UNLESS A WRITTEN TITLE OPINION IS RENDERED.

QUITCLAIM DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

Date: _____, 2026

Grantor: **City of Bastrop, Texas**, a Texas home-rule municipality

Grantor’s Address: 1311 Chestnut Street
 Bastrop, Texas 78602

Grantee: Avichi Pitt Street, LLC
Grantee’s Address: 17217 Avion Dr
 Dripping Springs, TX 78620

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Property: The 0.1805-acre tract of land (approximately 7,868.5 sq. ft.), being a portion of the abandoned, vacated, and closed public right-of-way known as Madison Street, north of the State Highway 71 right-of-way and south of the Government Street right-of-way, being a portion of the dedicated Madison Street right-of way, a 55.56 foot right-of-way recorded in Cabinet 1, Slide 23-A, Plat Records of Bastrop County Texas (P.R.B.C.T), situated in the Bastrop Town Tract Survey Abstract No. 11, City of Bastrop, Bastrop County, Texas, as more specifically described in Exhibit “A” (the “Property”), attached hereto and incorporated herein by reference.

Reservations from and Exceptions to Conveyance: This conveyance is made and accepted subject to the following matters, if any, to the extent same are in effect at this time, relating to the Property, and shown of record in the herein-above mentioned County and State: any and all reservations, restrictions, covenants, conditions and easements, and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities.

Grantee shall assume all ad valorem taxes due on the Property for the current year.

Conveyance: The Grantor has abandoned, vacated, and closed the public right-of-way over, Quitclaim Deed, ROW Closure

Exhibit B

Item 8A.

across, under, and through the Property. The Grantee warrants that Grantee is the fee simple owner of property abutting the abandoned, vacated, and closed public right-of-way.

The Grantor for the Consideration stated herein, paid to it in hand by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does, by these present, QUITCLAIM and CONVEY to Grantee, without any warranty of any kind (neither express nor implied warranties, whether arising by common law or by statute), all its rights, title, and interest in and to the Property, if any, to have and to hold the Property to Grantee and its successors and assigns forever, subject to the Reservations from and Exceptions to Conveyance stated herein.

Executed this ____ day of _____, 2026.

GRANTOR: CITY OF BASTROP, TEXAS

By: _____
Sylvia Carrillo, City Manager

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
- COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2026 by Sylvia Carrillo, City Manager of the City of Bastrop, Texas, on behalf of said municipality.

Notary Public, State of Texas

ACKNOWLEDGED, AGREED

Exhibit B

Item 8A.

AND ACCEPTED BY GRANTEE: Arichi Pitt Street, LLC

By: Dharmesh Javarani

Name: Dharmesh Javarani

Title: Manager/owner

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 15 day of January, 2026 by Dharmesh Javarani [Name], Manager/owner [Title] of Arichi Pitt St LLC, on behalf of said entity.



[Signature]
Notary Public, State of Texas

After Recording, Return To:
City of Bastrop, Attn: City Secretary
1311 Chestnut Street, Bastrop, Texas 78602

Exhibit B

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

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QUITCLAIM DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

Date: _____, 2026

Grantor: **City of Bastrop, Texas**, a Texas home-rule municipality

Grantor’s Address: 1311 Chestnut Street
Bastrop, Texas 78602

Grantee: Austin Bastrop, LLC
Grantee’s Address: 2011 WEST SIDE CT
SUNAR LAND, TX 77478

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Property: The 0.363-acre tract of land (approximately 15,817 sq. ft.), being a portion of the abandoned, vacated, and closed public right-of-way known as Houston Street, north of the State Highway 71 right-of-way and south of the Government Street right-of-way, being a portion of the dedicated Madison Street right-of way, a 55.56 foot right-of-way recorded in Cabinet 1, Slide 23-A, Plat Records of Bastrop County Texas (P.R.B.C.T), situated in the Bastrop Town Tract Survey Abstract No. 11, City of Bastrop, Bastrop County, Texas, as more specifically described in Exhibit “A” (the “Property”), attached hereto and incorporated herein by reference.

Reservations from and Exceptions to Conveyance: This conveyance is made and accepted subject to the following matters, if any, to the extent same are in effect at this time, relating to the Property, and shown of record in the herein-above mentioned County and State: any and all reservations, restrictions, covenants, conditions and easements, and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities.

Grantee shall assume all ad valorem taxes due on the Property for the current year.

Conveyance: The Grantor has abandoned, vacated, and closed the public right-of-way over,

Exhibit B

across, under, and through the Property. The Grantee warrants that Grantee is the fee simple owner of property abutting the abandoned, vacated, and closed public right-of-way.

The Grantor for the Consideration stated herein, paid to it in hand by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does, by these present, QUITCLAIM and CONVEY to Grantee, without any warranty of any kind (neither express nor implied warranties, whether arising by common law or by statute), all its rights, title, and interest in and to the Property, if any, to have and to hold the Property to Grantee and its successors and assigns forever, subject to the Reservations from and Exceptions to Conveyance stated herein.

Executed this ____ day of _____, 2026.

GRANTOR: CITY OF BASTROP, TEXAS

By: _____
Sylvia Carrillo, City Manager

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2026 by Sylvia Carrillo, City Manager of the City of Bastrop, Texas, on behalf of said municipality.

Notary Public, State of Texas

ACKNOWLEDGED, AGREED

Exhibit B

AND ACCEPTED BY GRANTEE: AUSTIN BASTROP LLC

By: [Signature]

Name: CHARUVILA MATHEW

Title: OWNER/MANAGER

STATE OF TEXAS §
FORT BEND §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 16th day of January, 2026 by CHARUVILA MATHEW [Name], OWNER/MANAGER [Title] of AUSTIN BASTROP LLC, on behalf of said entity.

[Signature]
Notary Public, State of Texas

After Recording, Return To:
City of Bastrop, Attn: City Secretary
1311 Chestnut Street, Bastrop, Texas 78602

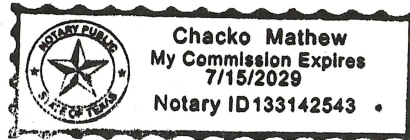


Exhibit B

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QUITCLAIM DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

Date: _____, 2026

Grantor: **City of Bastrop, Texas**, a Texas home-rule municipality

Grantor's Address: 1311 Chestnut Street
 Bastrop, Texas 78602

Grantee: Austin Bastrop, LLC
Grantee's Address: 2011 WEST SIDE CT
 SUGAR LAND TX 77478

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Property: The 0.1805-acre tract of land (approximately 7,868.5 sq. ft.), being a portion of the abandoned, vacated, and closed public right-of-way known as Madison Street, north of the State Highway 71 right-of-way and south of the Government Street right-of-way, being a portion of the dedicated Madison Street right-of way, a 55.56 foot right-of-way recorded in Cabinet 1, Slide 23-A, Plat Records of Bastrop County Texas (P.R.B.C.T), situated in the Bastrop Town Tract Survey Abstract No. 11, City of Bastrop, Bastrop County, Texas, as more specifically described in Exhibit "A" (the "Property"), attached hereto and incorporated herein by reference.

Reservations from and Exceptions to Conveyance: This conveyance is made and accepted subject to the following matters, if any, to the extent same are in effect at this time, relating to the Property, and shown of record in the herein-above mentioned County and State: any and all reservations, restrictions, covenants, conditions and easements, and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities.

Grantee shall assume all ad valorem taxes due on the Property for the current year.

Conveyance: The Grantor has abandoned, vacated, and closed the public right-of-way over,

Exhibit B

Item 8A.

across, under, and through the Property. The Grantee warrants that Grantee is the fee simple owner of property abutting the abandoned, vacated, and closed public right-of-way.

The Grantor for the Consideration stated herein, paid to it in hand by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does, by these present, QUITCLAIM and CONVEY to Grantee, without any warranty of any kind (neither express nor implied warranties, whether arising by common law or by statute), all its rights, title, and interest in and to the Property, if any, to have and to hold the Property to Grantee and its successors and assigns forever, subject to the Reservations from and Exceptions to Conveyance stated herein.

Executed this ____ day of _____, 2026.

GRANTOR: CITY OF BASTROP, TEXAS

By: _____
Sylvia Carrillo, City Manager

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2026 by Sylvia Carrillo, City Manager of the City of Bastrop, Texas, on behalf of said municipality.

Notary Public, State of Texas

ACKNOWLEDGED, AGREED

Exhibit B

AND ACCEPTED BY GRANTEE: AUSTIN BASTROP LLC

By: [Signature]

Name: CHARUVILA MATHEW

Title: OWNER/MANAGER

STATE OF TEXAS §
FORT BEND §
COUNTY OF BASTROP §

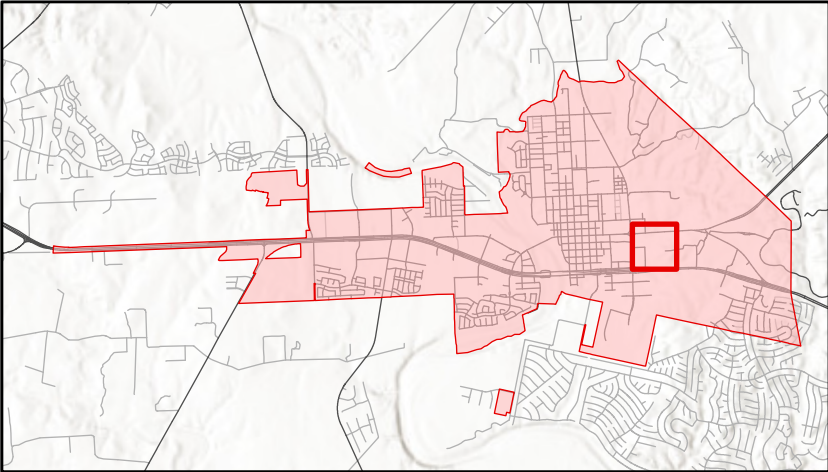
This instrument was acknowledged before me on the 16th day of January, 2026 by CHARUVILA MATHEW [Name], OWNER/MANAGER [Title] of AUSTIN BASTROP LLC, on behalf of said entity.



[Signature]
Notary Public, State of Texas

After Recording, Return To:
City of Bastrop, Attn: City Secretary
1311 Chestnut Street, Bastrop, Texas 78602

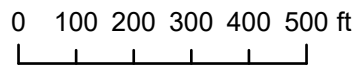
Attachment 1 Location Map



Scale 1:4,000



Bastrop Gateway ROW to be Abandoned



Current Time: 8/6/2024 11:31 AM

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act on the second reading of Ordinance 2026-10 amending the Code of Ordinances, Section 1.15.009(h)(1), regarding abuse of position, to add “physical or mental disability” to the list of protected classes.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

BACKGROUND/HISTORY:

Section 1.15.009(h)(1) of the City of Bastrop Code of Ordinances establishes standards of conduct for city officials, specifically prohibiting the use of an official position to harass or discriminate against individuals based on certain protected characteristics.

The current ordinance includes protections based on ethnicity, race, gender, gender identity, sexual orientation, marital status, parental status, and religion. Staff has identified an opportunity to strengthen and clarify these protections by explicitly including “physical or mental disability” as a protected class.

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval of the ordinance amending Section 1.15.009(h)(1) to include “physical or mental disability” as a protected class.

ATTACHMENTS:

1. Proposed Ordinance
2. Section 1.15.009 (h)(1)

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE CODE OF ORDINANCES, SECTION 1.15.009(h)(1), REGARDING ABUSE OF POSITION; ADDING “PHYSICAL OR MENTAL DISABILITY” TO THE LIST OF PROTECTED CLASSES; PROVIDING A REPEALER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas, seeks to promote fairness, equality, and respect in the conduct of public officials; and

WHEREAS, the City Council finds it in the best interest of the public to ensure that protections against harassment and discrimination include individuals with physical or mental disabilities; and

WHEREAS, the City Council desires to amend Section 1.15.009(h)(1) of the Code of Ordinances to expand the list of protected classes accordingly;

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

SECTION 1. AMENDMENT

Section 1.15.009(h)(1) of the Code of Ordinances, City of Bastrop, Texas, is hereby amended to read as follows (additions underlined):

(h) Abuse of position. It shall be a violation of this article for any city official to:

(1) Harassment and discrimination. Use the official's position to harass or discriminate against any person based upon ethnicity, race, gender, gender identity, sexual orientation, marital status, parental status, religion, or physical or mental disability.

SECTION 2. REPEALER

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. PUBLICATION

This ordinance shall be published as required by law.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect immediately upon its adoption and publication as required by law.

DULY PASSED AND APPROVED ON FIRST READING this 14th day of April, 2026.

DULY PASSED AND APPROVED ON SECOND READING this 28th day of April, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

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



the Mayor, City Manager, and City Attorney).

- (f) Misuse of information.
 - (1) Personal gain. It shall be a violation of this article for a former city official to use any confidential information to which the city official had access by virtue of their official capacity and which has not been made public concerning the property, operations, policies, or affairs of the city, to advance any personal or private financial interest of any person.
 - (2) Confidential information. It shall be a violation of this article for a city official to intentionally, knowingly, or recklessly disclose any confidential information gained by reason of the city official's position concerning the property, operations, policies or affairs of the city. This rule does not prohibit the reporting of illegal or unethical conduct to authorities designated by law.
- (g) Abuse of resources. It shall be a violation of this article for a city official to use, request, or permit the use of city facilities, personnel, equipment, software, supplies, or staff time for private purposes (including political purposes), except to the extent and according to the terms that those resources are generally available to other citizens and the city officials for official city purposes.
- (h) Abuse of position. It shall be a violation of this article for any city official to:
 - (1) Harassment and discrimination. Use the official's position to harass or discriminate against any person based upon ethnicity, race, gender, gender identity, sexual orientation, marital status, parental status, religion, *or physical or mental disability.*
 - (2) Interference. Interfere with any criminal or administrative investigation alleging the violation of any provision of this article, the city Charter, administrative policy or executive order in any manner, including, but not limited to, seeking to persuade or coerce city employees or others to withhold their cooperation in such investigation is a violation of this article.
- (i) Subsequent work on prior projects. It shall be a violation of this article for any former city official, within one (1) year of the cessation of official duties for the city, to perform work on a compensated basis relating to a city contract or arrangement for the provision of goods, services, real property or other things of value, if while in city service the former city official personally and substantially participated in the negotiation, award or administration of the contract or other arrangement. This section does not apply to a city official whose involvement with a contract or arrangement was limited to deliberations as a member of the City Council, or a board or commission.

(Ord. No. 2018-08, § 2(Att. A), 5-22-18)



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act on the second reading of Ordinance No. 2026-13, establishing a 0.84-acre tract located southeast of Grady Tuck Lane, northwest of Loop 150 and south of Old Austin Highway and further identified as Lot 3 of the Adell Powell Subdivision, Cabinet 4, PG 6-B, P.R.B.C.T, Parcel 66319, Bastrop, Texas, as designated parkland.

AGENDA ITEM SUBMITTED BY:

Jason Alfaro, Director of Parks and Recreation

BACKGROUND/HISTORY:

The City of Bastrop owns a 0.84-acre tract located southeast of Grady Tuck Lane, northwest of Loop 150 and south of Old Austin Highway and further identified as Lot 3 of the Adell Powell Subdivision, Cabinet 4, PG 6-B, P.R.B.C.T. Parcel 66319, located in Bastrop, Texas. The Parks and Recreation Board has continued to discuss trail connectivity and parkland service gaps related to the Parks and Recreation Master Plan. The Board has discussed activation of this parcel and the opportunity to provide an open space for the residents along Old Austin Highway. During the March Parks and Recreation Board meeting, the Board voted to recommend this parcel to City Council for parkland.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve Ordinance No. 2026-13, authorizing the City Manager to execute all necessary documents to establish the .84 acres with an official parkland designation.

ATTACHMENTS:

1. Ordinance No. 2026-13
2. Grady Tuck Lane Property ID
3. Map of Area

ORDINANCE NO. 2026-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ESTABLISHING 0.84 ACRES LOCATED AT SOUTHEAST OF GRADY TUCK LANE, NORTHWEST OF LOOP 150 AND SOUTH OF OLD AUSTIN HIGHWAY (LEGAL DECRPTION IS LOT 3 OF THE ADELL POWELL SUBDIVISION, CABINET 4, CABINET 4, PG 6-B,P.R.B.C.T, PARCEL 66319) AS DESIGNATED PARKLAND; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop owns said property; and

WHEREAS, the property has been used by the community and to socialize; and

WHEREAS, these social interactions contribute significantly to the sense of community; and

WHEREAS, the park ultimately enhances the overall quality of life for all who visit; and

WHEREAS, the City of Bastrop recognizes the value of green space used as parkland.

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

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, designating said property as parkland.

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 Ordinance 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. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance 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.

Section 6. This Ordinance shall take effect immediately from and after its passage, and it is duly resolved.

Section 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

READ and ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 14th day of April 2026.

READ and APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 28th day of April 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary



APPROVED AS TO FORM:

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

Property Details

Account

Property ID:	66319	Geographic ID: R66319
Type:	Real	Zoning:
Property Use:	XV XV	

Location

Situs Address:	,TX	
Map ID:		Mapsco:
Legal Description:	ADELL POWELL SUBDIVISION, LOT 3, ACRES 0.8380	
Abstract/Subdivision:	S5050 - Adell Powell Subdivision	
Neighborhood:	NBHD0206	

Owner

Owner ID:	633625
Name:	CITY OF BASTROP
Agent:	
Mailing Address:	1311 CHESTNUT ST BASTROP, TX 78602-3404
% Ownership:	100.00%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Taxing Jurisdiction





STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act on the second reading of Ordinance No. 2026-12, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and the Texas Water Development Board regulations; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Curtis Hancock, Director of Water & Wastewater

BACKGROUND/HISTORY:

The Water Conservation Plan (WCP) serves as a published combination of strategies and goals to help ensure water is produced and used efficiently in the City of Bastrop by reducing water consumption, reducing the loss or waste of water, and establishing best management practices to meet future water demands and goals.

The Texas Commission on Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB) regulations require the City of Bastrop to develop and submit a WCP, adopted by City Ordinance, every five (5) years. A copy of the WCP is also sent to the Region – K Lower Colorado Regional Water Planning Group to be taken into consideration for future regional and State water supply planning purposes.

After completion and acceptance of the Simsboro Water Treatment Plant and new groundwater wells, the City will develop and present an updated WCP and Drought Contingency Plan to coincide with the City's new production capacity and operational capabilities.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the second reading of Ordinance No. 2026-12 and place the second reading of Ordinance No. 2026-12 on the Consent Agenda for the next Regular City Council meeting on April 28, 2026.

ATTACHMENTS:

- Ordinance No. 2026-12
- Exhibit A: DRAFT City of Bastrop Water Conservation Plan

CITY OF BASTROP, TX**ORDINANCE NO. 2026-12****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS,
ADOPTING A WATER CONSERVATION PLAN IN ACCORDANCE WITH
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER
DEVELOPMENT BOARD REGULATIONS; PROVIDING FOR: FINDINGS OF
FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND
PROPER NOTICE AND MEETING.**

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

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures, and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Texas Water Code and the regulations of the Texas Commission on Environmental Quality ("TCEQ") require that the City adopt a Water Conservation Plan; and

WHEREAS, Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code sets forth the TCEQ guidelines and requirements governing the development of water conservation plans for public water suppliers; and

WHEREAS, in accordance with 30 T.A.C. § 288.2, the City has devised a strategy or combination of strategies for reducing the volume of water withdrawn from its water supply source, for maintaining and improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water; and

WHEREAS, the City Council of the City of Bastrop has determined that it is in the best interest of the citizens of Bastrop, Texas to adopt a Water Conservation Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council of the City of Bastrop desires to adopt the attached Water Conservation Plan as official City policy for the conservation of water.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, Texas:

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth word-for-word herein.

Section 2 Enactment: The City of Bastrop Texas Water Conservation Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City. In addition to filing with the Texas Water Development Board, a copy of this Water Conservation Plan shall be maintained in the City's files and placed on the City website in order that the public may have ready access to the Plan.

Section 3 Repealer: Ordinance 2020-07, adopted on April 28th, 2020 May 11, 2010 and April 26, 2016 respectively, are hereby repealed. All other ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Effective Date: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ AND ACKNOWLEDGED on First Reading on the 14th day of April 2026.

READ AND APPROVED on Second Reading on the 28th day of April 2026.

APPROVED:

By : _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



CITY OF BASTROP

WATER CONSERVATION PLAN



Adopted: April 28, 2026

City Ordinance No. 2026-12

1. Introduction and Objectives

1.1 Purpose

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

The City of Bastrop has developed this Water Conservation Plan (WCP) in accordance with the requirements provided in 31 Texas Administrative Code (TAC) §363 and guidance provided by the Texas Water Development Board (TWDB). This plan supersedes the previous plan adopted in May 2020. The objectives of this Water Conservation Plan are to:

- Reduce water consumption from the levels that would prevail without conservation efforts;
- Reduce loss and waste of water;
- Improve efficiency in the use of water;
- Encourage efficient outdoor water use;
- Document the level of recycling and reuse in the water supply; and
- Extend the life of current water supplies/facilities by reducing the rate of growth in demand.

2. Regulatory Considerations

2.1 Rules Governing Water Conservation Plans and Applicability

Rules and requirements pertaining to WCPs are published by the Texas Commission on Environmental Quality (TCEQ) and the TWDB under 30 TAC §288 and 31 TAC §363, respectively.

The TCEQ requires that a WCP be prepared and submitted for entities holding a surface water right of 1,000 acre-feet or more for municipal, industrial, and other non-irrigation uses, or entities holding a surface water right of 10,000 acre-feet or more for irrigation uses.

The TWDB requires that each retail public utility that provides potable water service to 3,300 or more connections submit a WCP to the TWDB.

The City of Bastrop is not a surface water right holder but does have more than 3,300 connections. As such, this plan is being submitted to satisfy the requirements by the TWDB as outlined in 31 TAC §363.

2.2 Minimum Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this plan as follows:

- Utility Profile
- Specific, Quantifiable Targets and Goals
- Schedule for Plan Implementation to Achieve Targets
- Monitoring Plan Effectiveness
- Record Management System
- Accurate Master Metering for Production
- Universal Metering
- Determination and Control of Water Loss
- Leak Detection, Repair, and Water Loss Accounting
- Public Education and Information Program
- Drought Contingency Plan
- Non-Promotional Water Rate Structure
- Requirement for Water Conservation Plans by Wholesale Customers
- Coordination with Regional Water Planning Groups
- Means of Implementation and Enforcement
- Reporting Requirements
- Provisions Review and Update of Plan

In addition to these minimum plan requirements, a WCP may also include any other water conservation practice, method, or technique that the applicant deems appropriate.

3. Utility Profile

The following is a brief summary of the City of Bastrop’s Utility Profile. A detailed summary of the utility profile is provided in Appendix A.

3.1 Water System

The City of Bastrop’s Water and Wastewater Department manage a water distribution service area covering an extent of approximately 12 square miles in area and serving a population of approximately 14,998. The city has approximately 5,856 retail connections. A map depicting the boundaries of the City’s Water Certificate of Convenience and Necessity (CCN) is included in Appendix B. Connections within the system are categorized and broken out by percentage of the total water usage as follows: single family residential (67%), multi-family residential (20%), and commercial (13%). The City provides drinking water to its customers from groundwater produced from the City’s seven (7) active groundwater wells, capable of producing up to 3.557 million gallons per day (MGD). This groundwater is treated at the City’s two (2) water treatment plant facilities before entering the distribution system. Customers are served through a network of approximately 70 miles of transmission and distribution lines, ranging in diameter from 2 through 16 inches.

The City is currently in the construction phase for a new groundwater treatment plant facility and well field utilizing Carrizo Aquifer groundwater. The new treatment plant facility is being designed for a phased build-out approach to cover the City’s projected water demands for the future. Once completed, the new plant and wells will replace the existing water production and treatment facilities.

3.2 Wastewater System

Raw wastewater in the City is conveyed through a network of over 81 miles of wastewater collection lines and numerous lift stations to the City's two (2) wastewater treatment plant facilities.

The East Wastewater Treatment Plant facility is located on the south end of Water Street and is comprised of two (2) treatment plant units which discharge treated effluent to the Colorado River under TPDES permit WQ0011076001. The City is also under contractual obligations to treat up to 200,000 gallons per day (GPD) of wastewater flows from Bastrop County Water Control and Improvement District #2 (BCWCID #2). In 2025, the wastewater treatment plant facility treated an average daily flow of approximately 0.75 MGD; the design capacity of the wastewater treatment facility is 1.4 MGD.

The West Bastrop Wastewater Treatment Facility is located approximately 1.5 miles south of the intersection of State Highway 71 and State Highway 304. While currently built to treat 2.0 MGD and permitted to discharge 4.0 MGD to the Colorado River under TPDES permit WQ0011076002, the facility and site are arranged to allow for future expansions to exceed 8 MGD, contingent upon future treatment techniques and TCEQ permit approval.

The City has received authorization from the TCEQ for reuse of Type I and Type II wastewater effluent from the City's East wastewater treatment plant facility. Historically under this authorization, the City has provided reuse water to support local construction activities and operations at the City's wastewater treatment facility.

4. Specification of Water Conservation Targets and Goals

The purpose of this Water Conservation Plan is to provide a framework to reduce long-term demand on limited water resources by encouraging more efficient water use practices in the City of Bastrop. TWDB rules require that the plan contain specific, quantified 5-year and 10-year targets for water savings which are to include goals for water loss programs and goals for municipal use in total and residential gallons per capita per day (GPCD).

The City is situated in a high-growth corridor and anticipates experiencing continued economic growth. The primary goals of this plan are to reduce total and residential GPCD demand. The City's 2019 Water Conservation Plan noted the historic 5-year average for total GPCD and residential GPCD use at that time was 169 and 80 GPCD, respectively. Additionally, the plan included the 5-year and 10-year goals for total GPCD and residential GPCD by 2024 and by 2029 as shown in Table 4.1.

Table 4.1

City of Bastrop 2019 Water Conservation Plan – Historic and Target GPCD Use

	Historic 5-Year Average	5-Year Goal (2024)	10-Year Goal (2029)
Total GPCD	169	165	161
Residential GPCD	80	78	76
Water Loss GPCD	19	17	16
Water Loss %	11%	10%	10%

Current water use data show that the historic 5-year averages for total GPCD, residential GPCD, and water loss are at or below the 5-year goals established in the City's 2019 Water Conservation Plan.

The City is planning to continue reducing their total GPCD to align with the guidance provided in the 2026 Region K Regional Water Plan whereby long-term total GPCD demand is reduced to less than 113 gallons per capita per day. The current 5-year averages for each component are used as a new baseline for projecting revised 5-year and 10-year goals under this current plan. Targets for future total GPCD are developed using the same methodology incorporated into the 2026 Region K Regional Water Plan for municipal conservation, whereby total GPCD is reduced by 1% annually, until below 140 Total GPCD. Similarly, targets for future residential GPCD are also developed based on a goal of achieving an annual 1% reduction. Future water loss targets are developed to achieve a water loss percentage of 10% or less.

Table 4.2

City of Bastrop 2026 Water Conservation Plan – Historic and Target GPCD Use

	Historic 5-Year Average	Baseline	5-Year Goal (2031)	10-Year Goal (2029)
Total GPCD	141	141	140	138
Residential GPCD	78	78	77	76
Water Loss GPCD	12	12	11	10
Water Loss %	9%	9%	8%	7%

**Table also provided in Appendix C.

5. Water Conservation Plan Efficiency / Effectiveness Monitoring

The City will evaluate the efficiency and effectiveness of this plan's 5-year and 10-year goals for water use reductions on an annual basis. As the City completes its annual Texas Water Development Board Water Use Survey and Water Loss Audit, the data used will be compared against the targets for total and residential GPCD and water losses.

6. Water Conservation Management and Strategies

6.1 Records Management System

The City administers a comprehensive records management system which accounts for water use and use characteristics throughout the water system. It also allows for the separation of aggregate water sales and water usage characteristics into customer-specific categories.

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

- Raw water pumpage
- Backwash recycle waters
- Treated water pumped to the distribution system (total and by pressure zone)
- Water sold by user classifications

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

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

6.2 Accurate Master Metering for Production

Raw water produced from the City's seven (7) groundwater wells are individually metered at the wellhead. Treated water entering distribution is monitored through flow meters at each of the water treatment plants. Flow meter calibrations are performed, at a minimum, on an annual basis, and more frequently if needed. Calibrations of these meters are performed by a qualified firm specializing in this work, and copies of the calibration log sheets are maintained by the Water and Wastewater Department. All meters monitoring diversion and production flows are in accordance with American Water Works Association (AWWA) standards and calibrated to maintain a minimum accuracy of +/- 2.0%.

6.3 Universal Metering

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

AMI allows for much more accurate accounting data which reduces non-revenue water issues. The following are some of the advantages of the AMI system:

- Instant meter reading allows for concurrent pumped volumes versus retail water record data, which reduces accounting inaccuracies
- Allows for identification of potential water leaks on the customer side of each meter
- Increased availability of data allows for additional customer support options

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

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

6.4 Tracking and Controlling Water Loss

6.4.1 Water Loss Control Measures

The goal of the City’s water loss control program is to limit system water losses to not exceed 15% of total annual treated water entering distribution and to ultimately reduce unaccounted-for water to a level of 10% or less. Unaccounted-for water includes unbilled authorized usage and unbilled unauthorized usage. Unbilled authorized usage includes water used for fighting fires, flushing water lines, etc. Unbilled unauthorized usage includes water lost to leaks, theft, etc.

In some cases, the age of water lines and associated degradation due to age may be contributing to both unbilled authorized and unauthorized usages. Due to age of certain water lines within the system, these lines are typically scheduled for more frequent flushing; these lines generally have a higher probability of leakage due to their age as well. In order to meet the goals set forth in this plan, the City has implemented programs including routine water audits, a program of leak detection and repair, and meter testing and accuracy calibration.

The Water and Wastewater Department generates a monthly water loss report that compares metered production with metered consumption as well as accounted-for and unaccounted-for losses. This report provides an effective tracking system of water loss. The City also completes a detailed water system audit conforming to TWDB guidelines each year. The water system audit determines the volume of actual water loss, the identification of water loss sources, the status and condition of primary water meters, an analysis of water line breaks, an evaluation of underground leakage potential, and provides recommendation for meter replacement.

6.4.2 Leak Detection and Repair

The City administers leak detection and repair programs for its water distribution system. Approximately 175 acoustic magnetic leak detection units, which monitor the system nightly, are installed throughout the City’s distribution system. The City runs reports to evaluate the data collected from the leak detection units and identify potential locations for leaks; when leaks are apparent, the City dispatches repair crews as needed.

Additionally, the City has a program that features a work order prioritization system for leaks needing repair as well as an inventory of equipment and materials needed to promptly repair all detected or reported leaks. The City has also implemented a rehabilitation program to upgrade its aging water distribution system and address areas of the system with a high volume of leaks. This program relies on findings identified in monthly loss reports as well as the leak detection programs described above.

6.5 Public Education and Information Program

The City’s public education program makes thousands of contacts, both direct and indirect, every year through presentations, community fairs, plant tours, utility bill inserts, newspaper and radio ads, and the City’s website. The City promotes water conservation issues by informing the public in the following ways:

- Making water conservation information available to new customers
- Making residential water audits available to all customers upon request
- Providing water conservation information to all customers upon request, through the City’s website, and through social media outlets

- Coordinating educational presentations, lectures, and demonstrations for schools, civic groups, and the general public
- Providing exhibits at public events held throughout the year
- Publishing water conservation information on a regular basis in the City’s utility bill insert or other written form
- Participating in community environmental education activities with local organizations to promote water conservation education
- Supporting annual events and demonstrations relating to water conservation and environmental issues that affect water supply and quality

6.6 Plumbing Code and Retrofit Program

The City has adopted the International Plumbing Code, which requires the use of water-saving, Ultra-Low Flow (ULF) fixtures to be installed in new construction and in the replacement of plumbing in existing structures.

The City educates the residents, plumbers, and contractors on the benefits of retrofitting existing facilities with water-saving devices through its public education program.

6.7 Landscape Water Management

The City provides information about the methods and benefits of water-conserving landscaping practices and devices through public education to homeowners, business owners, landscape architects and designers, and irrigation professionals. The following methods are encouraged:

- The use of Xeriscape™ and “Water Wise” landscaping techniques, including drought-tolerant plants and grasses, for landscaping new homes and commercial areas
- The use of drip irrigation systems, when possible, or other water-conserving irrigation systems that utilize efficient sprinklers and considerations for prevailing winds
- Ensuring that ornamental fountains, and other similar water features, are designed to recycle water and use minimal amounts of water
- Working with area landscape supply businesses and nurseries to encourage the sale of locally-adapted, drought-tolerant plants and grasses along with efficient irrigation systems, and to promote the use of these types of water conserving strategies mentioned through demonstrations and advertisements

6.8 Water Use Restrictions

The City has implemented, through its Drought Contingency Plan (August 2019), permanent water use restrictions that apply year-round, regardless of drought stage. Refer to the Drought Contingency Plan in Appendix D for detailed information regarding permanent water use restrictions.

6.9 Water Pressure Reduction

As dictated by location within the water distribution system, each service connection incorporates a pressure-reducing valve to limit service connection pressure where system pressure exceeds 85 psig.

6.10 Reuse Water

The City of Bastrop has received authorization from the TCEQ for reuse of Type I and Type II wastewater effluent from the City’s East wastewater treatment plant facility. Historically under this authorization, the

City has provided reuse water to support local construction activities and operations at the City's wastewater treatment facility.

6.11 Non-Promotional Water Rate Structure

The City utilizes an inclining water rate structure to encourage customers to reduce both peak and overall water usage, while at the same time fairly allocating cost of service to each customer class. Under an inclining rate structure, the rate per thousand gallon increases as the amount of water used increases. The current rate structure charges a minimum monthly service charge based on meter size, plus a fee based on consumption as follows:

(1) Residential - In city limits.

Meter Size	Minimum Charge
¾" (or smaller)	\$37.72
1"	\$62.87
1½"	\$128.32
2"	\$207.08
3"	\$377.20
4"	\$628.67
6"	\$1257.33

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" (or smaller)	\$37.72
1"	\$62.87
1½"	\$128.32
2"	\$207.08
3"	\$377.20
4"	\$628.67
6"	\$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

(Ord. No. 2015-17, pt. 1, 9-22-15)

(2) Residential and Commercial - Outside city limits.

Meter Size	Minimum Charge
¾" (or smaller)	\$56.45

1"	\$94.05
1½"	\$192.48
2"	\$310.62
3"	\$565.80
4"	\$943.00
6"	\$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

This rate structure will be reviewed on a regular basis to ensure that the rates adequately recover cost of service and conform to the goals of this plan. In order to meet critical needs of the City’s water system, it is the City’s intention to increase the rates for minimum and volume charges each year as outlined by separate ordinances.

7. Wholesale Water Contracts

The City, as part of contracts for sale of water, will require any other entity re-selling water to adopt applicable provisions of the City’s WCP or have a plan in effect, previously adopted, meeting the basic requirements of 30 TAC §288. These provisions will be through contractual agreement prior to the sale of any water to the water re-seller.

8. Coordination with Regional Water Planning Group

The City’s water service area is located within the Region K (Lower Colorado Region) planning area. The City has provided a copy of this plan to the Region K Group. A copy of the submission letter is provided in Appendix E of this plan.

9. Water Conservation Plan Adoption and Enforcement

This Water Conservation Plan was adopted by the Bastrop City Council; a copy of the corresponding ordinance is included in Appendix F of this plan. The City Manager, or designee thereof, will be responsible for the implementation and enforcement of the plan and educating all City staff personnel. Implementation of the plan by City staff shall begin immediately in 2026 upon adoption.

10. Reporting Requirements

Each entity required to submit a WCP to the TWDB shall file a report annually, no later than May 1st, on the entity's progress in implementing each of the minimum requirements of the WCP. The annual report is to be submitted electronically to the TWDB, as described at:

<http://www.twdb.texas.gov/conservation/municipal/plans/ARs.asp>

11. Plan Review and Update

The City will review and update this Water Conservation Plan based on an assessment of the 5-year and 10-year targets and any other new or updated information. The City will review and update the next revision of its WCP Upon completion and acceptance of the Simsboro Water Treatment Plant.

APPENDIX A

Utility Profile

DRAFT

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Contact Information

Name of Utility: CITY OF BASTROP

Public Water Supply Identification Number (PWS ID): TX0110001

Contact: First Name: Curtis Last Name: Hancock

Title: Director of Water & Wastewater

Address: 1311 Chestnut Street City: Bastrop State: TX

Zip Code: 78602 Zip+4: Email: chancock@cityofbastrop.org

Telephone Number: 5123328960 Date:

Is this person the designated Conservation Coordinator? Yes No

Coordinator: First Name: Kimberly Last Name: Hanly

Title: Water Conservation & Special Programs Coordinator

Address: 1311 Chestnut Street City: Bastrop Zip Code: 78602

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

Regional Water Planning Group: K

Groundwater Conservation District:

Our records indicate that your entity:

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

A. Population and Service Area Data

1. Current service area size in square miles: 12

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Attached file(s):

File Name	File Description
city of bastrop water ccn map.png	City of Bastrop Water CCN Map

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2025	14,998	0	15,906
2024	14,729	239	13,967
2023	11,865	145	13,006
2022	11,384	0	12,111
2021	10,864	0	11,278

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	18,247	4,425	53,030
2040	27,011	4,425	62,373
2050	39,982	4,425	92,329
2060	59,183	4,425	136,668
2070	87,606	4,425	202,305

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Described source(s)/method(s) for estimating current and projected populations.

Historical Population Served by Retail Water Service: based on the reported population served in the City's annual TWDB Water Use Surveys.

Projected Population Served by Retail Water Service: calculated by using the annual population growth trend rate of 4% identified in the City's 2022 Water Master Plan.

Historical Population Served by Wastewater Service: calculated based on number of connections, then multiplied by a factor of 2.49 per TCEQ population equivalency.

Projected Population Served by Wholesale Water Service: Calculated based on Wholesale agreement LUEs and average of 2.95 people per connection..

Projected Population Served by Wastewater Service: Calculated based on current projected construction timelines, billing records, Wholesale Agreements, and assuming a steady annual growth rate of 4%.

B. System Input

System input data for the previous five years.
 Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2025	712,809,000	28,753,106	14,812,626	726,749,480	132
2024	665,778,557	27,410,400	8,006,537	685,182,420	126
2023	662,735,944	12,208,950	12,160,309	662,784,585	152
2022	617,617,647	529,050	529,050	617,617,647	147
2021	583,057,325	0	0	583,057,325	147
Historic 5-year Average	648,399,695	13,780,301	7,101,704	655,078,291	141

C. Water Supply System

- 1. Designed daily capacity of system in gallons 6,849,000

- 2. Storage Capacity
 - 2a. Elevated storage in gallons: 1,500,000
 - 2b. Ground storage in gallons: 1,792,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. Estimate the water supply requirements for the next ten years using population trends, historical water use, economic growth, etc. The 5 and 10 year projections must align with your 5 & 10 year targets and goals.

Year	Population	Water Demand (gallons)	GPCD
2027	16,229	835,225,485	141.00
2028	16,878	867,086,152	140.75
2029	17,553	900,161,722	140.50
2030	18,255	934,496,268	140.25
2031	18,985	970,133,500	140.00
2032	19,744	1,007,116,760	139.75
2033	20,534	1,045,539,945	139.50
2034	21,355	1,083,445,925	139.00
2035	22,209	1,122,720,473	138.50
2036	23,097	1,163,395,890	138.00

2. Description of source data and how projected water demands were determined.

Population: assumes a steady annual growth rate of 4%.

Water Demands: calculated using the historical GPCD average of 141, with the goal of 138 GPCD by 2036.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. High Volume Customers

1. The annual water use for the five highest volume **RETAIL customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
Bastrop County Law Center	Commercial	12,429,800	Treated
Rapid Express Car Wash	Commercial	10,258,400	Treated
Buc-Ee's	Commercial	9,585,900	Treated
Walnut Ridge Apartments	Residential	6,590,300	Treated
Brite & Shiny Carwash	Commercial	2,538,200	Treated

2. The annual water use for the five highest customers by volume. **WHOLESALE customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
West Bastrop Village	Municipal	14,664,500	Treated

F. Utility Data Comment Section

Additional comments about utility data.

Water System Description: The City of Bastrop's Water & Wastewater Department manages a water distribution service area covering an extent of approximately 12 square miles, and serves a population of approximately 14,998 people. The City has approximately 5,856 retail connections, which are categorized as follows: single-family residential (67%), multi-family residential (20%), and commercial (13%). The City provides drinking water to its customers from groundwater produced from the City's seven (7) active wells, which are capable of producing up to 3.557 million gallons per day (MGD). Raw groundwater is treated at one of two water treatment facilities before entering the water distribution system, which consists of approximately 135 miles of water transmission and distribution lines ranging from 2-inches to 16-inches in diameter.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	3,902	66.63 %
Residential - Multi-Family	1,182	20.18 %
Industrial	0	0.00 %
Commercial	772	13.18 %
Institutional	0	0.00 %
Agricultural	0	0.00 %
Total	5,856	100.00 %

2. Net number of retail water supplier connections, installed and removed, by water use category per year for the previous five years.

	Net Number of Retail Water Supplier Connections						
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2025	3,902	1,182	0	772	0	0	5,856
2024	3,811	1,182	0	758	0	0	5,751
2023	3,733	1,032	0	731	0	0	5,496
2022	3,540	1,032	0	731	0	0	5,303
2021	3,331	1,032	0	723	0	0	5,086

B. Annual and Seasonal Use

1. Gallons of RETAIL water provided to each major water use category. These volumes come from the previous five years of water use survey data. If a field is open to edit, please enter the volumes.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2025	332,827,100	47,213,500	0	269,941,070	0	0	649,981,670
2024	305,350,800	44,721,000	0	241,168,900	0	0	591,240,700
2023	328,149,200	46,997,700	0	241,148,400	0	0	616,295,300
2022	303,051,522	46,302,800	0	228,996,700	0	0	578,351,022
2021	238,501,100	54,203,269	0	219,018,931	0	0	511,723,300

2. The gallons of water billed and metered to RETAIL customers for the previous five years. The total for each year should match the total for each year in the accounting table.

Month	Total Gallons of Treated Water				
	2025	2024	2023	2022	2021
January	40,241,280	37,513,400	31,033,000	36,110,000	32,741,800
February	40,577,660	32,103,100	39,934,500	31,721,700	40,645,300
March	49,991,170	50,827,800	41,646,500	37,054,500	34,527,200
April	51,041,530	46,540,950	42,923,900	49,856,500	53,120,500
May	55,630,830	46,952,530	38,414,500	47,790,800	38,369,800
June	54,143,620	53,236,900	64,066,500	60,745,700	34,207,700
July	57,964,710	50,373,100	74,948,100	64,034,500	46,784,100
August	63,534,050	58,656,680	74,804,100	60,369,700	52,416,000
September	69,192,040	56,693,050	66,414,200	50,600,800	55,405,300
October	64,966,200	60,736,380	51,060,800	51,060,800	41,445,200
November	55,861,120	55,358,370	45,129,500	52,814,800	43,563,400
December	46,837,460	42,673,470	45,920,300	38,310,400	38,425,400
Total	649,981,670	591,665,730	616,295,900	580,470,200	511,651,700

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated)	Total RETAIL (Treated)
2025	244,834,420	649,981,670
2024	218,959,730	591,665,730
2023	280,232,900	616,295,900
2022	235,750,700	580,470,200
2021	188,813,100	511,651,700
Average in Gallons	233,718,170.00	590,013,040.00

4. Peak Day Use

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

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2025	1,780,771	1909156	1.0721
2024	1,621,002	1763768	1.0881
2023	1,688,481	2324116	1.3765
2022	1,590,329	2012498	1.2655
2021	1,401,785	1450084	1.0345

5. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	301,575,944	66.63 %	51.16 %
Residential - Multi-Family	47,887,653	20.18 %	8.12 %
Industrial	0	0.00 %	0.00 %
Commercial	240,054,800	13.18 %	40.72 %
Institutional	0	0.00 %	0.00 %
Agricultural	0	0.00 %	0.00 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2025	80
2024	65
2023	87
2022	84
2021	74
Historic Average	78

D. Water Loss

Water loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD
2025	50,138,506	9
2024	66,350,881	12
2023	44,049,576	10
2022	37,820,747	9
2021	70,054,717	18
Average	53,682,885	12

E. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 3,400,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	3,692	0	3,692	88.20 %
Industrial	0	0	0	0.00 %
Commercial	494	0	494	11.80 %
Institutional	0	0	0	0.00 %
Agricultural	0	0	0	0.00 %
Total	4,186	0	4,186	100.00 %

3. Percentage of water serviced by the wastewater system: 89.60 %

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2025	2024	2023	2022	2021
January	40,328,000	40,582,000	35,825,000	34,156,000	35,886,000
February	35,656,000	36,578,000	34,507,000	34,121,000	36,461,000
March	39,554,000	40,763,000	39,770,000	36,548,000	36,059,000
April	40,445,000	41,617,000	43,310,000	37,076,000	38,157,000
May	42,683,000	36,791,000	47,764,000	39,024,000	45,993,000
June	39,004,000	38,741,000	41,366,000	38,100,000	40,001,000
July	41,667,000	40,098,000	41,949,000	38,146,000	40,161,000
August	39,972,000	40,203,000	40,993,000	38,509,000	40,006,000
September	36,984,000	38,557,000	38,660,000	35,166,000	37,358,000
October	36,398,000	39,264,000	39,536,000	34,759,000	39,041,000
November	39,402,000	36,861,000	38,079,000	34,342,000	35,280,000
December	40,939,000	39,396,000	37,753,000	36,548,000	36,644,000
Total	473,032,000	469,451,000	479,512,000	436,495,000	461,047,000

5. Could treated wastewater be substituted for potable water?

Yes
 No

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	0
Plant wash down	10,639,031
Chlorination/de-chlorination	15,000,000
Industrial	0
Landscape irrigation (park,golf courses)	0
Agricultural	0
Discharge to surface water	0
Evaporation Pond	0
Other	0
Total	25,639,031

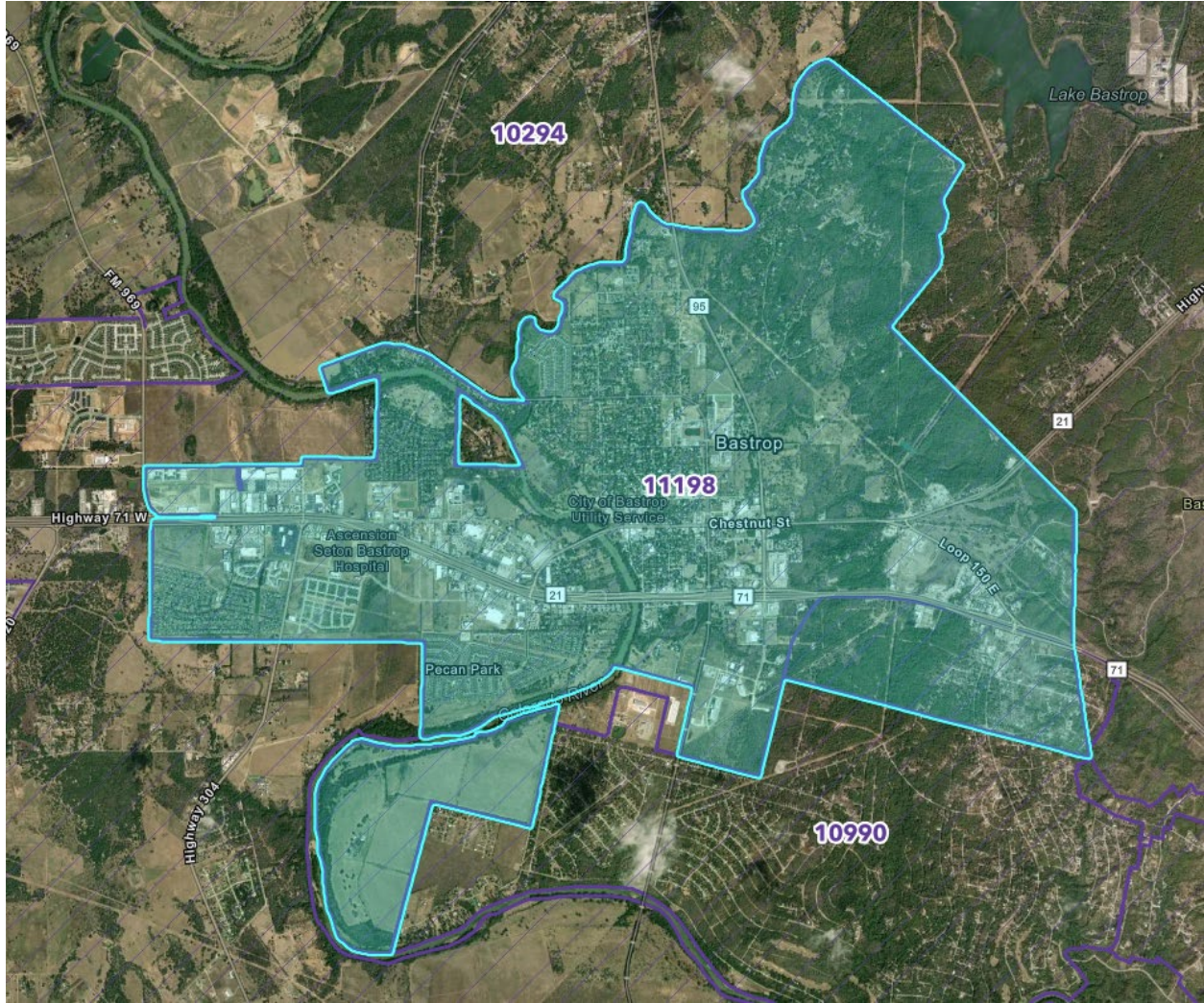
C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

APPENDIX B

Water CCN Map

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APPENDIX C

5-Year and 10-Year Goals

DRAFT

Title 31 TAC Chapter 363, Rule §363.15 (B)

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

Name: City of Bastrop

Water Conservation Plan Year: 2026

	Historic 5-yr Average	Baseline*	5-yr Goal for year <u>2031</u>	10-yr Goal for year <u>2036</u>
Total (GPCD) ¹	141	141	140	138
Residential (GPCD) ²	78	78	77	76
Water Loss (GPCD) ³	12	12	11	10
Water Loss (Percentage) ⁴	9%	9%	8%	7%

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

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

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

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

GPCD - Gallons Per Capita Per Day

**A base use figure, or baseline, should be included to calculate your estimated savings. Consider state and regional targets and goals, local climate, and demographics (i.e. wet year versus dry year, high usage versus low usage)*

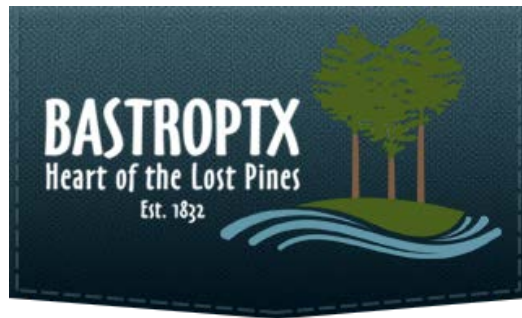
APPENDIX D

Drought Contingency Plan

DRAFT

CITY OF BASTROP

DROUGHT CONTINGENCY PLAN



Adopted: August 27, 2019

Prepared by:



AMENDED DROUGHT CONTINGENCY PLAN FOR THE CITY OF BASTROP, TEXAS

Introduction and Background

The City of Bastrop provides utility services which includes providing treated water to its residents. Refer to the information below concerning general details for the city's water utility.

- Name of Utility: City of Bastrop
- Address: 300 Water Street., Bastrop, TX 78602
- Water CCN#: 11198
- PWS #: TX0110001

Safe, high quality drinking water is a precious resource in the Bastrop region. This Drought Contingency Plan (Plan) requires that the available resources of the City of Bastrop be put to the most beneficial use possible. The Plan also requires that the waste, unreasonable use, or unreasonable method of use of water be prevented and that conservation of water be extended with a view to reasonable and beneficial use in the interests of public health and welfare of the Bastrop community.

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Bastrop hereby adopts the following regulations and restrictions on the delivery and consumption of water by ordinance.

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section XI of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Bastrop by means of public hearing during a City Council meeting on August 27, 2019.

Section III: Public Education

The City of Bastrop will periodically provide the public with information about the Plan as well as water conservation and drought conditions, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of paid advertisements, public notices, press releases, publication through City social media account(s), and/or utility bill inserts.

Section IV: Coordination with the Lower Colorado Regional Water Planning Group

The service area of the City of Bastrop is located within the Lower Colorado Regional Water Planning Region (Region K) and the City of Bastrop has provided a copy of this plan to the Lower Colorado Regional Water Planning Group.

Section V: Authorization

The City Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee shall have authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. This Plan shall also be referenced in, and become an Appendix to, the City of Bastrop Emergency Management Plan, Annex L; Utilities.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Bastrop. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities. Utilization of a water source other than City potable water is exempt from the provisions of this Plan.

Section VII: Permanent Water Restrictions

This section establishes permanent water conservation regulations and applies year-round regardless of Drought stage.

- (a) Landscape irrigation using automatic in-ground or hose-end sprinkler systems is prohibited between the hours of 9:30 a.m. and 6:30 p.m.
 1. The time restrictions do not apply to:
 - i. The irrigation of commercial plant nurseries.
 - ii. Irrigation using reclaimed water or other non-potable water sources.
 - iii. New landscape installation during planting and the first ten (10) days after planting.
 - iv. The testing of new irrigation systems or systems that are under repair.
 - v. Irrigation using a hand-held bucket or hose equipped with a positive shut-off valve, pressure washer system, or other device that automatically shut off water flow when the hose is not being held by the water user.
 - vi. Irrigation by drip irrigation or soaker hoses.
- (b) The following constitute a waste of water and are prohibited:
 1. Washing sidewalks, walkways, driveways, parking lots, tennis courts, patios, or other hard-surfaced areas except with a pressure-washing system or to alleviate immediate health or safety hazards.
 2. Allowing water to run off a property or allowing water to pond or pool in the street, parking lot, or sidewalk.
 3. Operating an irrigation system with sprinkler heads that are broken or out of adjustment.
 4. Failure to repair a controllable leak(s) within a reasonable time period after having been given notice directing the repair of such leak(s).
- (c) Ornamental fountains or ponds for aesthetic or scenic purposes must be equipped with a recirculation device. This restriction does not apply to ornamental fountains or ponds that use reclaimed water, non-potable water, or water provided by sources other than the City.
- (d) Use of water for irrigation of golf course greens, tees, and fairways is permitted only on designated watering days as outlined in Section X of this plan. Such irrigation shall only occur from 1:00 a.m. to 7:00 a.m. and from 8:00 p.m. to midnight. These restrictions do not apply to irrigation of any golf course that uses reclaimed water or other non-potable sources.

Section VIII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Bastrop.

Daily water demand: the total amount of water pumped or otherwise released into distribution system(s) for customer use. Expressed in gallons, which are metered in a given 24-hour period (gallons per day).

Declaration of disaster: that action taken by the Mayor, as authorized by the City of Bastrop Emergency management Basic Plan and the Texas Disaster Act of 1975, when the Mayor determines that the public health, safety, and welfare may be threatened by a disastrous event, or the imminent threat of such an event.

Director: the director of water and wastewater, City of Bastrop, Texas.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drip irrigation: also known as *trickle irrigation* or *micro-irrigation* is an irrigation method which minimizes the use of water and fertilizer by allowing water to drip slowly to the roots of plants through a network of valves, pipes, tubing, and emitters.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Hose-end sprinkler: designed to screw into a standard hose and rest on the ground wherever you drag it and set it down; it then delivers water in a spray pattern in the immediate area.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are neither essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic water use or scenic purposes except where necessary to support aquatic life;

(h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Total production capability: the total net aggregate amount of water that can be produced from all water wells capable of supplying water to the system in any given 16-hour period.

Trigger: a threshold level to be used as an initiation or termination point for actions based on certain mathematical criteria, or as per the authority granted by Section 13.06.013 of the Bastrop City Code of Ordinances.

Section IX: Criteria for Initiation and Termination of Drought Response Stages

Daily water demand will be monitored for emergency conditions by the City Manager or his/her designee. Trigger conditions will be based on an emergency situation caused by a natural disaster, equipment or system failure, natural or manmade contamination, high daily average water demand, or any other condition that substantially and negatively affects the City's potable water supply. The City Manager, on either the recommendations of the Director or pursuant to their sole discretion and authority, shall determine when conditions warrant initiation or termination of each stage of the Plan.

The triggering criteria described below are based on a statistical analysis of the vulnerability of the water source under drought of record condition, and on known system capacity limits.

Stage 1 Trigger – MILD Water Shortage Conditions / Water Awareness

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain non-essential water uses, as provided in Section X of this Plan, when daily water demand exceeds 85% of Total Production Capability for three (3) consecutive days or water demand approaches a reduced delivery capacity for all or parts of the system, and the City Manager determines that no circumstances exist that will decrease the demand except conservation by customers.

Requirements for termination

Stage 1 of the Plan may be terminated or rescinded when all of the conditions listed as triggering events have ceased to exist for a period of (3) consecutive days and would be unlikely to recur upon termination, or until such time as determined by the City Manager.

Stage 2 Trigger – MODERATE Water Shortage Conditions / Water Watch

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses, as provided in Section X of this Plan, when the daily water demand exceeds 90 % of Total Production Capability for three (3) consecutive days, and that response measures required by Stage 1 trigger – MILD Water Shortage Conditions / Water Awareness have been implemented, and the City Manager determines that no circumstances exist that will decrease the demand below the Stage 2 Trigger except conservation by customers.

Requirements for Termination

Stage 2 of the Plan may be terminated or rescinded when all of the conditions listed as triggering events have ceased to exist for a period of (3) consecutive days and would be unlikely to recur upon termination, as determined by the City Manager. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Trigger -- CRITICAL Water Shortage Conditions

Requirements for Initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses, as provided in Section X of this Plan, when the daily water demand exceeds 95 % of Total Production Capability for three (3) consecutive days, and that response measures required by Stage 2 trigger – MODERATE Water Shortage Conditions / Water Watch have been implemented, and the City Manager determines that no circumstances exist that will decrease the demand below the Stage 3 Trigger except conservation by customers.

Requirements for Termination

Stage 3 of the Plan may be terminated or rescinded when all of the conditions listed as triggering events have ceased to exist for a period of (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Trigger -- EMERGENCY Water Shortage Conditions / Water Emergency

Requirements for Initiation

Customers shall be required to comply with the requirements and restrictions for Stage 4 of this Plan when the City Manager determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause substantially significant threat of a loss of capability to provide water service; or
2. Natural or man-made contamination of the water supply sources(s); or
3. Daily water demand equals or exceeds 100 % of the Total Production Capability for three (3) consecutive days.

Requirements for Termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days and would be unlikely to recur upon termination, as determined by the City Manager. Upon termination of Stage 4, the City Manager may impose requirements of Stage 1, 2, or 3 of the Plan if circumstances exist that require continued abatement to the effects of the emergency water shortage condition.

Stage 5 Trigger — WATER ALLOCATION

Requirements for Initiation

Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan if the City Manager makes the determination that water shortage conditions threatened public health, safety, and welfare due to the type, effect, or magnitude of such conditions.

Requirements for Termination

Stage 5 of the plan may be rescinded when the City Manager makes a determination that the triggering conditions no longer threaten public health, safety, and welfare of the City of Bastrop water utility customers.

Section X: Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section IX of this Plan, and the City Manager will determine if conditions exist that would trigger any of the designated drought stages, and if so, shall implement the following notification protocol:

Notification of the Public:

The City Manager or his/her designee shall notify the public by means of:

- (a) Publication in a newspaper of general circulation, and/or direct mail to customers, or
- (b) Public service announcements, or signs posted in public places, or

- (c) Notice posted on the City of Bastrop's website at <https://www.cityofbastrop.org>

Additional Notification:

The City Manager or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- (a) Mayor / Members of the City Council
- (b) Fire Chief
- (c) City and/or County Emergency Management Coordinator(s)
- (d) County Judge
- (e) State Disaster District / Department of Public Safety
- (f) TNRCC (required when mandatory restrictions are imposed) Major water users
- (g) Critical water users; i.e. hospitals, clinics and nursing homes
- (h) City of Bastrop Department Heads

Stage 1 Response -- MILD Water Shortage Conditions

Target: Raise public awareness of water demand conditions and achieve a voluntary reduction such that daily water demand is equal to 85 % or less of Total Production Capability.

Best Management Practices for Supply Management:

The City Manager shall implement supply management measures that include reduction in flushing of water mains, visually inspect lines and repair leaks on a daily basis, monthly review of customer use/consumption records and follow-up on any that have unusually high usage, as well as conservation of incidental water usage at water and wastewater plants. Activities shall be implemented which include increased monitoring of meters, gauges, water levels in tanks, and water well production data.

Voluntary Water Use Restrictions for Reducing Demand:

Water customers are requested to voluntarily limit the use of water for nonessential purposes and to practice water conservation.

- (a) Restricted Days/Hours: Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of 12:00 a.m. (midnight) and 7:00 a.m., and between the hours of 6:00 p.m. to 9:00 p.m. on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) All general operations of the City of Bastrop shall adhere to mandatory water use restrictions prescribed for Stage 2 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response –MODERATE Water Shortage Conditions

Target: Achieve a reduction in water use such that daily water demand is equal to 90% or less of Total Production Capability.

Best Management Practices for Supply Management:

The City Manager shall implement supply management measures that discontinue flushing of water mains, irrigation of public landscaped areas and all water usage at water and wastewater plants not required for direct operations of the facilities.

Mandatory Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all City of Bastrop water utility customers.

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigate landscapes only between the hours of 4:00 a.m. and 8:00 a.m. and between the hours of 8:00 p.m. and 12:00 a.m. (midnight) on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 7:00 p.m. until 11:00 p.m. Such washing, when allowed, shall be done with a faucet-filled bucket or a hand-held hose equipped with a positive shut-off nozzle. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days during the hours prior to 8:00 a.m. and the hours after 8:00 p.m.
- (d) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City Manager.
- (e) Use of water for the irrigation of athletic fields or golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of 4:00 a.m. and 8:00 a.m. and the hours of 8:00 p.m. and 12:00 a.m. (midnight). However, if the athletic field or golf course utilizes a water source other than that provided by the City of Bastrop, the facility shall not be subject to these regulations.
- (f) The following uses of water are defined as non-essential and are prohibited:
 1. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 2. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 3. Use of water for dust control;
 4. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
 5. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response - CRITICAL Water Shortage Conditions

Target: Achieve a reduction in water use such that daily water demand is equal to 95% or less of Total Production Capability.

Best Management Practices for Supply Management:

The City Manager shall implement supply management measures that discontinue flushing of water mains, irrigation of public landscaped areas and all water usage at water and wastewater plants not required for direct operations of the facilities. Water usage at all City buildings shall be restricted to health, sanitation, cleanliness or firefighting purposes.

Mandatory Water Use Restrictions:

Under threat of penalty for violation, the following water use restrictions shall apply to all City of Bastrop water utility customers:

- (a) Irrigation of landscaped areas by means of hand-held hoses, hand-held buckets or drip irrigation shall be limited to designated watering days, as outlined in Stage 2 of this Plan and between the hours of 6:00 a.m. and 8:00 a.m. and between 8:00 p.m. and 12:00 a.m. (midnight). The use of hose-end sprinklers or automatic sprinkler systems are prohibited at all times.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 8:00 and 6:00 p.m.
- (c) The filling, refilling, or adding of water to indoor or outdoor swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (e) No new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved or installed for such time as this drought response stage or a higher-numbered stage shall be in effect.
- (f) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare. Use of water from fire hydrants for construction purposes is prohibited.
- (g) Use of water for the irrigation of athletic fields or golf course greens, tees, and fairways is prohibited. However, if the athletic field or golf course utilizes a water source other than that provided by the City of Bastrop, the facility shall not be subject to these regulations.
- (h) All non-essential uses of water as listed in Stage 2 of this plan are prohibited.

Stage 4 Response - EMERGENCY Water Shortage Conditions

Target: Achieve reduction in daily water demand sufficient to assure protection of public health, safety, and welfare of the City of Bastrop water utility customers.

Best Management Practices for Supply Management:

The City Manager shall implement supply management measures that discontinue flushing of water mains, irrigation of public landscaped areas and all water usage at water and wastewater plants not required for direct operations of the facilities. Water usage at all City buildings shall be restricted to health, sanitation, cleanliness or firefighting purposes.

Mandatory Water Use Restrictions:

Under threat of penalty for violation, all requirements of Stage 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (c) Curtailment of service to persons shown to be of violation of prohibited uses of water may be ordered by the City Manager, if the City Manager determines that such curtailment would not be detrimental to the public health, safety, and welfare, and determines that such curtailment would benefit the mitigation of Stage 4 conditions.

Stage 5 Response - WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare due to the duration, type, effect or magnitude of such conditions, and a Declaration of Disaster has been issued relating to such conditions, the City Manager is hereby authorized to allocate water according to the following plan. In addition to other restrictions required in Stage 2, 3, or 4 Response, a monthly water allocation may be established by the City Manager for single family residential water customers.

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	4,500
3 or 4	5,500
5 or 6	6,500
7 or 8	7,500
9 or 10	8,500
11 or more	10,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Bastrop of a greater number of persons per household on a form prescribed by the City Manager. It shall be the customer's responsibility to go to the City of Bastrop offices to complete and sign the form claiming more than two (2) persons per household. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Bastrop on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of Bastrop in writing. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Bastrop of a reduction in the number of persons in a household shall be subject to penalties set forth in Section XI of this Plan.

Residential water customers shall pay the following surcharge: 125 % of the normal and routine charge for water billed in excess of allocation.

Master-Metered Multi-Family Residential Customers

In addition to other restrictions in Stage 2, 3 or 4 Responses, a monthly water allocation may be established by the City Manager for master-metered multi-family water customers. The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. A dwelling unit may be claimed under this provision whether it is occupied or not. Any person who knowingly, recklessly, or with criminal negligence falsely reports the

number of dwelling units served by a master meter shall be subject to penalties set forth in Section XI of this Plan.

Customers billed from a master meter under this provision shall pay the following monthly surcharge: 125 % of the normal and routine charges for water billed in excess of allocation.

Commercial Customers

In addition to other restrictions in Stage 2, 3 or 4 Responses, a monthly water allocation may be established by the City Manager for each commercial customer. The commercial customer's allocation shall be no less than 75 percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. However, a customer for which 75 percent of the monthly usage is less than 6,000 gallons, shall be allocated 6,000 gallons. Upon request of a customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage or (2) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Bastrop City Council.

Non-residential commercial customers shall pay the following surcharges: 150 % of the normal and routine charges for water billed in excess of allocation.

Industrial Customers

In addition to other restrictions in Stage 2, 3 or 4 Responses, a monthly water allocation may be established by the City Manager for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be no less than 85 percent of the customer's water usage baseline. However, a customer of which 85 percent of the monthly usage is less than 6,000 gallons, shall be allocated 6,000 gallons. The industrial customer's water use baseline will be computed on the average water use for the three month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer's billing history is shorter than 3 months, the monthly average for the period for which there is a record shall be used. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period for baseline calculation does not accurately reflect the customer's normal water usage, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shut down or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, or (5) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Bastrop City Council.

Industrial customers shall pay the following surcharges: 150 % of the normal and routine charges for water billed in excess of allocation.

Section XI: Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City of Bastrop for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by in accordance with provisions of this plan.

(b) Any person who violates this Plan is guilty of a Class C misdemeanor and, upon conviction shall be punished by a fine of not less than FIFTY DOLLARS (\$50.00) and not more than FIVE HUNDRED DOLLARS (\$500.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of two or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be

restored only upon payment of a re-connection charge, hereby established at \$25.00, and any other costs incurred by the City of Bastrop in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the District Court.

(c) Any person, including a person classified as a water customer of the City of Bastrop, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show the he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Any police officer, Code Compliance Official, building official or other City of Bastrop employee designated by the City Manager, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the Municipal Court on the date shown on the citation for which the date shall not be less than three (3) days nor more than five (5) days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over fourteen (14) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in Municipal Court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in Municipal Court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in Municipal Court before all other cases.

Section XII: Variances

The City Manager may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Bastrop within five (5) days after the Plan or particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

- (h) Other pertinent information.

Variances granted by the City Manager shall be subject to the following conditions, unless waived or modified:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted in a particular stage shall expire upon advancing to a more restrictive stage of the Plan.
- (c) Petitioners shall promptly display the variance granted where it can be read by the general public at all location(s) for which the variance applies, and make said variance available to the public.
- (d) Variances granted may be rescinded or revoked by the City Manager if the Petitioner fails to meet specific requirements set forth in the variance. The variance will automatically expire when the Plan is no longer in effect.
- (e) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section XIII: City Manager's Authority to Impose Additional Restrictions

- (a) The City Manager may, in his/her sole discretion, implement mandatory water restrictions in addition to those previously described in this Drought Contingency Plan, to protect the public health and safety in the event of an unusual water system operation event, equipment failure, catastrophic occurrence, or severe weather event.
- (b) The City Manager may implement mandatory restrictions, immediately effective, by public announcement.

Attachment 2 – Summary Log of Revisions from Previous Drought Contingency Plan

2019 Bastrop Drought Contingency Plan
Change Log

Item 8D.

Edits	Section	Description
1	General	Renumbered plan sections to be consistent with model template provided by Lower Colorado Planning Group
2	Introduction and Background	Added utility information including name of utility, address, Water CCN #, and Public Water Supply System #
2.1	Introduction and Background	Removed reference to coordination with Regiona K as this is provided in its own dedicated section further down in the Plan
3	Section 1	Added "by ordinance" to the end of first paragraph
4	Section 2	Added in new Section 2 to address public involvement provisions
5	Section 3	Revised paragraph to include the Plan in the first sentence
6	Section 3	Added reference to City social media account
7	Section 4	Modified references to Lower Colorado Regional Water Planning Group to align with how it's referenced in the model template from LCRPG
8	Section 5	Added 'his/her designee' after mentions of City Manager
8.1	Section 7	Reformatted sub-listing to include the 'Time Restrictions do not apply' bullet within the heading bullet of landscape irrigation.
9	Section 9	Replaced 'their' with 'his/her' after reference to City Manager
10	Section 9	Revised Water/Wastewater Director to be Director to match Definitions reference
11	Section 9, Stage 1	Replaced 'Stage 1 conditions' with 'all of the conditions listed as triggering events have ceased to exist' to standardize to language provided in LCRPG model
12	Section 9, Stage 2	Replaced 'Stage 1 conditions' with 'all of the conditions listed as triggering events have ceased to exist' to standardize to language provided in LCRPG model
13	Section 9, Stage 3	Replaced 'Stage 1 conditions' with 'all of the conditions listed as triggering events have ceased to exist' to standardize to language provided in LCRPG model
14	Section 9, Stage 4	Update Item 3 under requirements for initiation to read 'equals or exceeds' in liue of just 'equal'
15	Section 9, Stage 4	Replaced 'Stage 1 conditions' with 'all of the conditions listed as triggering events have ceased to exist' to standardize to language provided in LCRPG model
16	Section 9, Stage 5	Added Stage 5 Trigger Water Allocation to Section IX;
17	Section 10	First paragraph, added reference to City Manager to clarify only City Manager can make determination
18	Section 10	Added 'his/her designee' after mentions of City Manager, for notifications
19	Section 10	Added 'his/her designee' after mentions of City Manager, for additional notifications
20	Section 10	Included URL to city's website under notifications
21	Section10, Stage 1	Changed Goal to Target to align with LCPRPG model template; reworded target statement to indicate demand equal to % of target production in liue of providing mandated decrease. Previous version read as if the % given is the target reduction vs a reduction to get below the %
22	Section10, Stage 1	Changed 'Supply Management Measures' to 'Best Management Practices for Supply Management' in heading to align with language in LCRPG model template
23	Section10, Stage 1	Revised irrigation water times to be 12:00 am; previous version incorrectly listed 12:00 pm as midnight.
24	Section10, Stage 1	changed 'permanant' to 'mandatory'.

2019 Bastrop Drought Contingency Plan
Change Log

Item 8D.

25	Section 10, Stage 2	Changed Goal to Target to align with LCPRPG model template; reworded target statement to indicate demand equal to % of target production in lieu of providing mandated decrease. Previous version read as if the % given is the target reduction vs a reduction to get below the %
26	Section 10, Stage 2	Changed 'Supply Management Measures' to 'Best Management Practices for Supply Management' in heading to align with language in LCRPG model template
27	Section 10, Stage 2	Revised times to be 12:00 am; previous version incorrectly listed 12:00 pm as midnight.
28	Section 10, Stage 3	Changed Goal to Target to align with LCPRPG model template; reworded target statement to indicate demand equal to % of target production in lieu of providing mandated decrease. Previous version read as if the % given is the target reduction vs a reduction to get below the %
29	Section 10, Stage 3	Changed 'Supply Management Measures' to 'Best Management Practices for Supply Management' in heading to align with language in LCRPG model template
30	Section 10, Stage 3	Deleted Restricted Days/Hours as this heading is applicable to multiple subitems, not just the one it was included for. Deleted for consistency
31	Section 10, Stage 3	Added 12:00 a.m. to be consistent with time callouts in used elsewhere in document.
32	Section 10, Stage 4	Changed Goal to Target to align with LCPRPG model template
33	Section 10, Stage 4	Changed 'Supply Management Measures' to 'Best Management Practices for Supply Management' in heading to align with language in LCRPG model template

Attachment 3 – Cover Letter for Drought Contingency Plan Submittal to the Region K Regional Water Planning Group

804 Las Cimas Pkwy., Suite 150
Austin, Texas 78746

9/3/2019

Lower Colorado River Authority
P.O. Box 220
Austin, TX 78767-0220

Attn: Stacy Pandey

Re: Drought Contingency Plan for the City of Bastrop, Texas

Dear Ms. Pandey:

The City of Bastrop is submitting the enclosed Drought Contingency Plan to the Region K – Lower Colorado Regional Water Planning Group as prescribed by the Texas Commission on Environmental Quality (TCEQ) in 30 TAC §288. This plan is an update to the City's previous drought contingency plan prepared in May 2012, and it was adopted by the City of Bastrop through a council resolution on August 27, 2019. Updates to the current plan have been incorporated based on a review of the Region K 2016 Regional Water Plan and sample model plan guidance provided by the regional planning group.

Please feel free to contact me should you have any questions or comments concerning the information in the enclosed Drought Contingency Plan.

Sincerely,



DANIEL M. FRAZIER, P.E.
PROJECT MANAGER
M 512.960.0081

DF

Attachments: 2019 City of Bastrop Drought Contingency Plan

Postal Delivery

Cc: Project File

Attachment 4 – City Council Resolution Adopting Current Drought Contingency Plan for the City of Bastrop

RESOLUTION NO. R-2019-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE ADOPTION OF A DROUGHT CONTINGENCY; REPEALING CONFLICTING PROVISIONS; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a drought contingency plan; and

WHEREAS, as authorized under law, and in the best interests of the customers of the City of Bastrop, the City Council of the City of Bastrop, Texas deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies; and

WHEREAS, the City of Bastrop previously adopted a Drought Contingency Plan and requires it be amended or revised and resubmitted to the Texas Commission on Environmental Quality.

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


SECTION 1. That the amended Drought Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City of Bastrop.

SECTION 2. That the City Manager is hereby directed to implement, administer, and enforce the Drought Contingency Plan.

SECTION 3. That this resolution shall take effect immediately upon its passage.

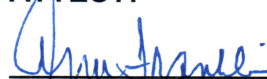
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 27th day of August 2019.

APPROVED:




Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

APPENDIX E

Region K Notification Letter

DRAFT



May 1, 2026

Item 8D.

Lower Colorado River Authority
Region K Water Planning Group
Attn: Annette Keaveny
P.O. Box 220
Austin, TX 78767-0220

Re: Water Conservation Plan for the City of Bastrop, TX

**City of Bastrop
Water & Wastewater
Department**

**Mailing Address:
1311 Chestnut Street
Bastrop, Texas 78602**

**Physical Address:
385 TX-304 Unit B
Bastrop, Texas 78602**

**512-332-8960 Main
512-332-8830 24-Hrs
512-332-8969 Fax**

**Website:
www.cityofbastrop.org**

**Curtis Hancock
Director**

**James Wilson
Superintendent**

**Kimberly Hanly
Water Conservation &
Special Programs Coord.**

**Christy Hunn
Executive Admin Asst**

Dear Ms. Keaveny,

The City of Bastrop is submitting the enclosed Water Conservation Plan to the Region K-Lower Colorado Regional Water Planning Group as prescribed by the Texas Water Development Board (TWDB) in 31 TAC §363. This plan is an update to the City previous water conservation plan (adopted April 2019). The updated plan was adopted by the City of Bastrop by passing Ordinance No. 2026-12 on April 28, 2026. Updates to the previous plan primarily include revisions to the City's 5-year and 10-year water conservation targets, and an updated water utility profile.

Please feel free to contact me should you have any questions or comments concerning the information in the enclosed Water Conservation Plan.

Sincerely,

Curtis Hancock
Director of Water & Wastewater
City of Bastrop

Enclosures:
City of Bastrop 2026 Water Conservation Plan

APPENDIX F

City of Bastrop City Council Ordinance Adoption

DRAFT

CITY OF BASTROP, TX

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A WATER CONSERVATION PLAN IN ACCORDANCE WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER DEVELOPMENT BOARD REGULATIONS; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

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

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures, and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Texas Water Code and the regulations of the Texas Commission on Environmental Quality ("TCEQ") require that the City adopt a Water Conservation Plan; and

WHEREAS, Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code sets forth the TCEQ guidelines and requirements governing the development of water conservation plans for public water suppliers; and

WHEREAS, in accordance with 30 T.A.C. § 288.2, the City has devised a strategy or combination of strategies for reducing the volume of water withdrawn from its water supply source, for maintaining and improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water; and

WHEREAS, the City Council of the City of Bastrop has determined that it is in the best interest of the citizens of Bastrop, Texas to adopt a Water Conservation Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council of the City of Bastrop desires to adopt the attached Water Conservation Plan as official City policy for the conservation of water.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, Texas:

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth word-for-word herein.

Section 2 Enactment: The City of Bastrop Texas Water Conservation Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City. In addition to filing with the Texas Water Development Board, a copy of this Water Conservation Plan shall be maintained in the City's files and placed on the City website in order that the public may have ready access to the Plan.

Section 3 Repealer: Ordinance 2020-07, adopted on April 28th, 2020 May 11, 2010 and April 26, 2016 respectively, are hereby repealed. All other ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Effective Date: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ AND ACKNOWLEDGED on First Reading on the 14th day of April 2026.

READ & APPROVED on Second Reading on the 28th day of April 2026.

APPROVED:

By : _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act on the second reading of Ordinance No. 2026-14 to amend the FY 2026 Operating Budget by \$2,047,950.37 from Street Reserve Fund (110-3000 Fund Balance) to Street Operations Fund reducing Fund (110-3000 Fund Balance) from \$3,688,984.17 to \$1,621,033.80 and increasing the operating Street Fund (110-18-00-6132 Street Improvements) by \$1,761,867.60 and \$286.082.77 (110-18-00-6010 Equipment – Capital Outlay).

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

In 2023, Bastrop voters approve a reduction in the ½ cent sales tax to Economic Development and committed 3/8th of a cent to street maintenance.

The budget amendment above represents the dollars needed to complete necessary street repair in the FY 26 budget year, with one large project carrying into the FY 27 budget year.

The budget has been used more efficiently than ever before with the addition of a Director of Streets, Lance Dodge, who came to the City of Bastrop from the private sector. Many local streets have begun to transition and as the program ramps up, more street will be added to the list.

Additionally, an IDIQ (Indefinite Delivery, Indefinite Quantity) was added for additional contractors to supplement the work when needed.

Attached is the proposed breakout of this budget request.

Proposed FY 26 Street Program									
Rank	Street	From	To	Cost	In/Out	Timeframe	Notes	Notes 2	Notes 3
FY26	Jefferson	College	Pine	\$58,771.00	In House	4 weeks			
FY26	Wilson	Farm	Cedar	\$619,224.40	Contract	4 weeks			
FY26	Willow	Fisherman's Park	Cedar	\$1,020.00	In House	2 weeks	Plus Seal Coat (HA5)	IDIQ	
FY26	Fayette	Cedar	Farm	\$58,802.50	In House	4 weeks		Summer	
FY26	Gutierrez	Water	College	\$60,000.00	In House	4 weeks			
FY26	Buttonwood	Wilson	Main	\$ 26,147.00	In House	4 weeks			
FY26-27	Pine	Hwy95	Pecan	\$ 910,193.70	Contract	4 weeks	Needs Camera	Summer	Needs Utility Work
FY26	Laurel	Main	Wilson	\$ 27,709.00	In House	3 weeks			
				\$1,761,867.60					
			Equipment	\$ 214,311.00	Roller- Dynapac				
				\$ 71,771.77	Skidster Attachments - Bobcat				
			TOTAL	\$2,047,950.37					
Other									
FY26	Fireman's Parking	Park Fund							
FY26	Police Dept Parking	General Fund							
FY26	Delgado (Concrete) Parking Lot	Park Fund							

FISCAL IMPACT:

\$2,047,950.37 from Street Reserve Fund

RECOMMENDATION:

Approve the budget amendment.

ATTACHMENTS:

1. Ordinance with exhibits

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2026 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2026; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2026, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said City for Fiscal Year 2026. The dollar amounts and account numbers include the following:

From Street Reserve Fund	<\$2,047,950.37>
110-3000 Fund Balance	
To Street Operations Fund	\$1,761,867.60
110-18-00-6132 Street Improvements	
To Street Operations Fund	\$286,082.77
110-18-00-6010 Equipment – Capital Outlay	

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 14th day of April 2026.

READ and ADOPTED on Second Reading on the 28th day of April 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



Exhibit A

To/From	Fund	Title	Beginning Balance	This Amendment	Remaining Balance
From	110-3000	Street Fund Balance	\$3,688,984.17	\$2,060,000	1,628,984.14
To	110-18-00-6132	Street Improvements	FY 2026 Adopted Budget : \$2,179,123	\$2,060,000	FY 26 Amended Budget \$4,239,123

Itemized Costs

Proposed FY 26 Street Program									
Rank	Street	From	To	Cost	In/Out	Timeframe	Notes	Notes 2	Notes 3
FY26	Jefferson	College	Pine	\$58,771.00	In House	4 weeks			
FY26	Wilson	Farm	Cedar	\$619,224.40	Contract	4 weeks			
FY26	Willow	Fisherman's Park	Cedar	\$1,020.00	In House	2 weeks	Plus Seal Coat (HA5)	IDIQ	
FY26	Fayette	Cedar	Farm	\$58,802.50	In House	4 weeks		Summer	
FY26	Gutierrez	Water	College	\$60,000.00	In House	4 weeks			
FY26	Buttonwood	Wilson	Main	\$ 26,147.00	In House	4 weeks			
FY26-27	Pine	Hwy 95	Pecan	\$ 910,193.70	Contract	4 weeks	Needs Camera	Summer	Needs Utility Work
FY26	Laurel	Main	Wilson	\$ 27,709.00	In House	3 weeks			
				\$1,761,867.60					
			Equipment	\$ 214,311.00	Roller- Dynapac				
				\$ 71,771.77	Skidster Attachments - Bobcat				
			TOTAL	\$2,047,950.37					
Other									
FY26	Fireman's Parking	Park Fund							
FY26	Police Dept Parking	General Fund							
FY26	Delgado (Concrete) Parking Lot	Park Fund							



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act on Resolution No. 2026-59, approving a Transfer Agreement between the City of Bastrop and Aqua Water Supply Corporation, for the area known as Hasler Shores, currently located in the Aqua Water Supply Corporation CCN service area; as attached in Exhibit A.

AGENDA ITEM SUBMITTED BY:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

The Hasler Shores Area lies within the City's Extraterritorial Jurisdiction (ETJ) but is currently located inside Aqua's retail water Certificate of Convenience and Necessity (CCN No. 10294). Aqua provides service to approximately 30 metered connections in the area via existing water distribution lines along Shoreline Drive, Hasler Shores Drive, and My Road.

To resolve the service-area overlap and enable the City to provide retail water service, the parties previously executed:

- A letter agreement dated February 10, 2022 (Exhibit A), authorizing the City to serve certain properties in the Hasler Shores Area and identifying the proposed CCN Transfer Area; and
- A supplemental letter agreement dated May 23, 2025 (Exhibit B), under which Aqua, at its sole expense, constructed approximately 1,000 linear feet of 6-inch water line to interconnect systems. Upon completion of that line, the parties agreed that the City would assume full retail service responsibility and Aqua would install a closed valve to isolate the systems.

The Agreement memorializes and formalizes the full transfer of approximately 65 acres of Aqua's CCN service area (the "CCN Transfer Area") and the associated infrastructure to the City.

The Water and Wastewater Department has also confirmed that there is sufficient capacity in the system to serve the average monthly demand of 5,627 GPD / 168,813.58 GPM for this service area.

FISCAL IMPACT:

Additional Monthly revenue of approximately \$1,969.26 into the Water and Wastewater Fund.

RECOMMENDATION:

Move to approve Resolution No. 2026-59, approving an Operation and Maintenance agreement between the City of Bastrop and Aqua Water Supply Corporation, for the area known as Hasler Shores, currently located in the Aqua Water Supply Corporation CCN service area; as attached in Exhibit A.

ATTACHMENTS:

1. Resolution No. 2026-59
2. Exhibit A: Transfer Agreement
3. Attachments to the Transfer Agreement:
 - a. Exhibit A – February 10, 2022 Letter Agreement
 - b. Exhibit B – May 23, 2025 Supplemental Letter Agreement
 - c. Exhibit C – List of Parcels / Meters (Bastrop County Appraisal District)
 - d. Exhibits D & E – Forms of Bill of Sale / Assignment and Assignment of Easements
 - e. Exhibit F – Notice Addresses

RESOLUTION NO. R-2026-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A TRANSFER AGREEMENT BETWEEN THE CITY OF BASTROP AND AQUA WATER SUPPLY CORPORATION FOR THE TRANSFER OF THE HASLER SHORES AREA (CURRENTLY WITHIN AQUA WATER SUPPLY CORPORATION CCN NO. 10294) AND ASSOCIATED INFRASTRUCTURE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”), a home-rule municipality, has general authority to adopt resolutions that are for the good government, peace, or order of the City and are necessary or proper for carrying out powers granted by law to the City; and

WHEREAS, the Hasler Shores Area lies within the City’s Extraterritorial Jurisdiction (ETJ) but is currently located inside Aqua Water Supply Corporation’s retail water Certificate of Convenience and Necessity (CCN No. 10294); and

WHEREAS, Aqua Water Supply Corporation currently provides retail water service to approximately 30 metered connections in the Hasler Shores Area via existing water distribution lines along Shoreline Drive, Hasler Shores Drive, and My Road; and

WHEREAS, to resolve the service-area overlap and enable the City to provide retail water service, the parties previously executed (i) a letter agreement dated February 10, 2022 (attached to the Transfer Agreement as Exhibit A), authorizing the City to serve certain properties in the Hasler Shores Area and identifying the proposed CCN Transfer Area, and (ii) a supplemental letter agreement dated May 23, 2025 (attached to the Transfer Agreement as Exhibit B), under which Aqua Water Supply Corporation, at its sole expense, constructed approximately 1,000 linear feet of 6-inch water line to interconnect the systems, after which the City would assume full retail service responsibility and Aqua would install a closed valve to isolate the systems; and

WHEREAS, the Transfer Agreement (attached hereto as Exhibit A and incorporated herein by reference) memorializes and formalizes the full transfer of approximately 65 acres of Aqua Water Supply Corporation’s CCN service area (the “CCN Transfer Area”), together with the associated infrastructure, to the City, including the forms of Bill of Sale/Assignment and Assignment of Easements (Exhibits D and E to the Transfer Agreement), the list of parcels/meters (Exhibit C to the Transfer Agreement), and notice addresses (Exhibit F to the Transfer Agreement); and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, the City Council finds and declares that approval of the Transfer Agreement is in the best interest of the public health, safety, and welfare of the City and its residents and is consistent with the City's Charter, Code of Ordinances, the Texas Local Government Code, Chapter 13 of the Texas Water Code, and applicable PUC regulations; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interest of the City and its residents and will further the public purpose of providing reliable and efficient water service;

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 Transfer Agreement between the City of Bastrop and Aqua Water Supply Corporation for the Hasler Shores Area, a copy of which is attached hereto as Exhibit A and incorporated herein by reference for all purposes, is hereby approved in all respects.
- Section 3.** The City Manager is hereby authorized and directed to execute the Transfer Agreement on behalf of the City and to execute and deliver all other documents, instruments, and certificates necessary or appropriate to implement the Transfer Agreement, including any filings required with the PUC, and to take all actions necessary to carry out the intent and purposes of this Resolution and the Transfer Agreement.
- Section 4. Repealer:** 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. Severability:** Should any portion or part of this Resolution be held invalid for any reason 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. Effective Date:** This Resolution shall take effect immediately from and after its passage.
- Section 6. Proper Notice & Meeting:** 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.

[Signature Page to Follow]

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 28th day of April 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscerello, City Secretary

APPROVED AS TO FORM:

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



**WATER CCN SERVICE AREA AND INFRASTRUCTURE
TRANSFER AGREEMENT**

This Water CCN Service Area and Infrastructure Transfer Agreement (the “Agreement”) is made and entered into by and between Aqua Water Supply Corporation (“Aqua”), a Texas non-profit water supply corporation serving Bastrop County, Texas, and the City of Bastrop (“Bastrop”), a home rule city, body politic of the State of Texas, and retail public utility also serving Bastrop County, Texas. This Agreement is effective as of the date of the last signature below (“the Effective Date”).

RECITALS

WHEREAS, Aqua holds retail water Certificate of Convenience and Necessity (CCN) CCN No. 10294, issued by the Public Utility Commission of Texas (“PUC”), authorizing Aqua to provide retail water service in Bastrop County, Texas; and

WHEREAS, Bastrop holds retail water CCN No. 11198, issued by the PUC, authorizing Bastrop to provide retail water to the City of Bastrop, Texas; and

WHEREAS, Aqua owns and operates certain water infrastructure, including water distribution lines and thirty (30) water meters along Shoreline Drive, Hasler Shores Drive, and My Road within the City of Bastrop’s Extraterritorial Jurisdiction, in an area commonly known as the Hasler Shores Area; and

WHEREAS, the Hasler Shores Area lies within Aqua’s retail water CCN service area, and the parties wish to effectuate a transfer of infrastructure and approximately sixty-five (65) acres of a specific Water CCN area (“CCN Transfer Area”) from Aqua to Bastrop, in order to enable Bastrop to provide water service to the Hasler Shores Area; and

WHEREAS, on February 10, 2022, Aqua and Bastrop entered into a letter agreement, attached hereto as Exhibit A, in which Aqua authorized Bastrop to provide retail water service to certain properties within the Hasler Shores Area and within Aqua's CCN boundary, and in which Attachment 1 to Exhibit A identifies the CCN Transfer Area proposed to be transferred to Bastrop; and

WHEREAS, Aqua and Bastrop executed a supplemental letter agreement, attached hereto as Exhibit B, in which Aqua agreed, at its sole cost, to construct approximately 1,000 linear feet of 6-inch water line to connect Bastrop's existing 8-inch water main on Hasler Shores Drive to Aqua's 2-inch water line on Shoreline Drive, for the purpose of facilitating the full transition of water service responsibilities for the Hasler Shores Area to Bastrop; and in which the parties further agreed that, following completion of the improvements, Bastrop would assume full responsibility for retail water service in the Hasler Shores Area; and Aqua would install a closed valve to isolate its system from Bastrop's system; and

WHEREAS, the Parties intend for this Agreement to memorialize their mutual understanding regarding the transfer of infrastructure and the CCN Transfer Area to Bastrop, and to serve as the basis for any required filings with the Public Utility Commission of Texas to effectuate the amendment of the parties' respective CCNs.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

ARTICLE I. PROVISIONS FOR THE SALE AND TRANSFER TO BASTROP

1.1 Agreement to Transfer CCN Transfer Area from the Aqua Water CCN to the Bastrop Water CCN.

(a) Subject to terms and conditions set forth in this Agreement, Aqua agrees to convey, and transfer to Bastrop the CCN Transfer Area. To effectuate such transfer of the CCN Transfer Area from Aqua to Bastrop, Bastrop will prepare, file, and prosecute an application at the PUC to seek approval of this Agreement and the transfers described herein by the PUC (“CCN Transfer Application”). Bastrop will bear the costs to prepare, file, and prosecute the CCN Transfer Application at the PUC, where such costs shall include, and are limited to, Bastrop’s (i) costs to issue any required notice related to the CCN Transfer Application, (ii) legal fees incurred relating to the CCN Transfer Application, and (iii) engineering/mapping expenses incurred directly relating to the CCN Transfer Application. Bastrop will file such application at the PUC no later than 60 days after the Effective Date. Aqua agrees to cooperate with Bastrop in advancing and prosecuting the CCN Transfer Application and agrees not to oppose and not to fund or support any opposition to the CCN Transfer Application.

(b) The parties agree that the transfer of the CCN Transfer Area to Bastrop, along with the associated infrastructure described in Article II, is appropriate under the specific circumstances of this transaction and is not intended to establish any precedent for the transfer of other CCN service areas between the parties. The parties further agree that the terms of this Agreement are fair, reasonable, and in the public interest.

ARTICLE II.
TRANSFER OF INFRASTRUCTURE AND METERED CONNECTIONS

2.1 Transfer of Existing Meters.

Aqua owns and operates thirty (30) existing water meters in the CCN Transfer Area subject to this Agreement. Upon issuance of a final order by the PUC approving the CCN Transfer Application, Aqua shall transfer to Bastrop all rights, title, and interest in the meters and associated retail water service accounts, together with the customers receiving service through such meters. This transfer shall be effectuated by execution and delivery of the Bill of Sale / Assignment attached hereto as **Exhibit D**, no later than thirty (30) Days after the date of the PUC Order approving the CCN Transfer Application and the time of appeals has expired. A list of the parcels served by Aqua's meters, as identified by the Bastrop County Appraisal District, is attached hereto as **Exhibit C**. The customers associated with the parcels and meters described in **Exhibit C** shall become retail water customers of Bastrop as of the effective date of the Bill of Sale / Assignment.

2.2 Transfer of Water Lines.

Aqua currently owns and operates water lines located within the CCN Transfer Area, which shall be conveyed to Bastrop by Bill of Sale / Assignment in the form attached as **Exhibit D**, no later than thirty (30) Days after the date of the final PUC Order and the time of appeals has expired.

These lines shall remain active and in service until their conveyance to Bastrop is completed through the execution of the Bill of Sale / Assignment.

2.3 Transfer of Easements.

Aqua shall assign to Bastrop all existing easement rights associated with the infrastructure described in this Article II. Such assignment shall be executed in the form attached hereto as **Exhibit E**, no later than thirty (30) Days after the date of the final PUC order.

**ARTICLE III.
MISCELLANEOUS**

3.1 Governing Law and Venue.

The Constitution and the laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy that may arise hereunder. Venue for any actions arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.

3.2 Notices.

Unless the context requires immediate notice, which may be provided by telephone, any notice, request or other communication required by this Agreement between the Parties regarding the Agreement shall be given in writing to the persons specified in **Exhibit F**, as may be amended from time to time, and shall be deemed to have been given to the other Party upon either of the following dates:

(a) The date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing;
or

(b) The date of the receipt thereof by such other Party if not so mailed by registered or certified mail.

The Parties shall have the right from time to time to change their respective addresses by giving written notice to the other Party.

3.3 Severability.

In case any one or more of the Articles, Sections, provisions, clauses or words of this Agreement shall for any reason be held to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect any other Articles, Sections,

provisions, clauses or words of this Agreement, and it is intended that this Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, Section, provision, clause or word had not been included herein.

3.4 Amendments.

This Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of the Parties.

[Signature pages follow immediately]

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

CITY OF BASTROP:

By: _____
Sylvia Carrillo-Trevino, City Manager

AQUA WATER SUPPLY CORPORATION:

By: _____
Dacy Cameron, General Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026, by Sylvia Carrillo-Trevino, City Manager for the City of Bastrop, Texas.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2026, by Dacy Cameron, General Manager of Aqua Water Supply Corporation, a Texas nonprofit corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT “A”

LETTER AGREEMENT BETWEEN AQUA AND BASTROP
EXECUTED FEBRUARY 10, 2022

EXHIBIT “B”

SUPPLEMENTAL LETTER AGREEMENT BETWEEN AQUA AND BASTROP **EXECUTED MAY 23, 2025**

EXHIBIT “C”

LIST OF PARCELS SERVED BY AQUA METERS BASED ON BASTROP COUNTY APPRAISAL DISTRICT RECORDS

EXHIBIT “D”

BILL OF SALE/ ASSIGNMENT

EXHIBIT “E”

ASSIGNMENT OF EASEMENTS



November 2, 2021

Trey Job
Assistant City Manager for Community Development
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Re: Retail Water Utility Service to Properties Located in the City of Bastrop's Extra Territorial Jurisdiction and within Aqua Water Supply Corporation's Retail Water CCN Service Area

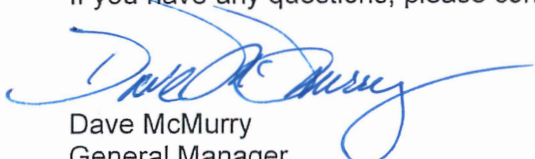
Dear Mr. Trey Job:

The purpose of this letter is to demonstrate the agreement between Aqua Water Supply Corporation (Aqua WSC) and the City of Bastrop that authorizes the City of Bastrop to provide retail water service to a select number of properties currently served by Aqua WSC. These properties are located in Aqua WSC's retail water Certificate of Convenience and Necessity (CCN) service area and within the Extra Territorial Jurisdiction (ETJ) of the City of Bastrop. In general, these properties lie along Hasler Shores Drive, Shoreline Drive, and other nearby municipal roadways. Attachment 1 details the properties currently served by Aqua WSC to be transferred to retail water service provided by the City of Bastrop.


Aqua WSC's water line serving these properties is of considerable length, is dedicated to serving only these properties, and is increasingly requiring intensive maintenance. It is Aqua WSC's understanding that the City of Bastrop has sufficient water lines and capacity near this area to serve the identified properties. Attachment 1 specifies the resident's properties to be transferred to the City of Bastrop's retail service. At some time in the future, Aqua WSC and the City of Bastrop will work together to transfer the affected CCN from Aqua WSC to the City of Bastrop. However, for the purpose of this letter, the authorization by Aqua WSC for the City of Bastrop to serve the identified properties should be considered permanent.

If the City of Bastrop is agreeable to these conditions, please indicate your acceptance of them by signing below and returning a signed copy of this letter to me.

If you have any questions, please contact me.


Dave McMurry
General Manager
Aqua Water Supply Corporation

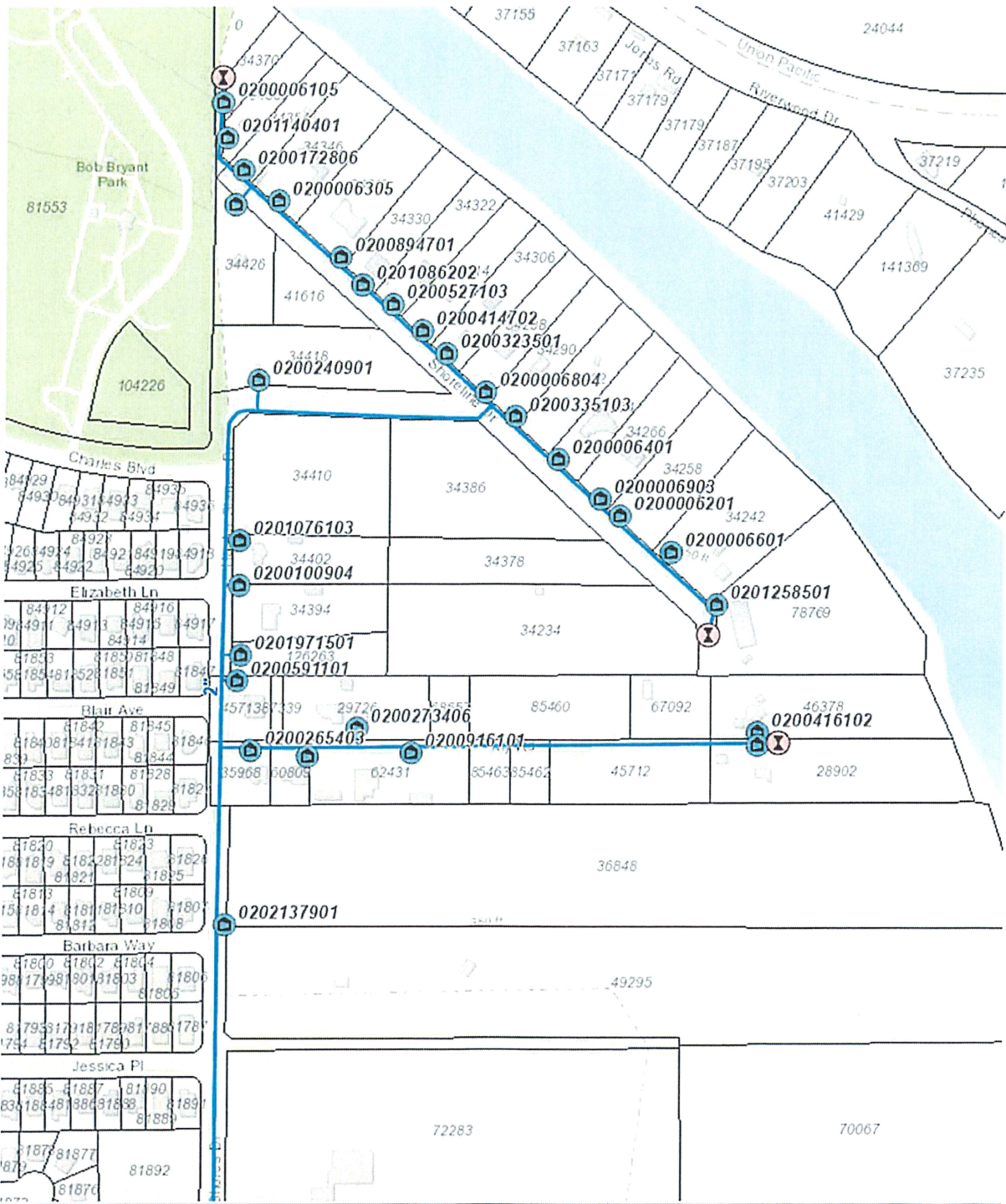
Acknowledgement / Agreement:



Trey Job
Assistant City Manager
City of Bastrop

Date: 2-10-22

Attachment 1





415 Old Austin Hwy.
Drawer P
Bastrop, TX 78602
512-303-3943
www.aquawsc.com

May 23rd, 2025

Sylvia Carrillo-Trevino
City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Re: Supplemental Agreement Regarding Water Service to Hasler Shores Area

Dear Mrs. Sylvia Carrillo-Trevino,

This letter serves as a supplemental agreement to the previously executed February 10, 2022 letter agreement between Aqua Water Supply Corporation (Aqua WSC) and the City of Bastrop regarding the permission by Aqua WSC for the City of Bastrop to provide retail water utility service for the area referred to as Hasler Shores, located within Aqua WSC's Certificate of Convenience and Necessity (CCN) and within the City of Bastrop's Extraterritorial Jurisdiction (ETJ).

As per the 2022 agreement, Aqua WSC authorized the City of Bastrop to provide water service to properties in the Hasler Shores area and agreed to work in good faith toward the transfer of retail water CCN rights necessary to formalize that transition.

Since that time, Aqua WSC has agreed to take the following actions at its sole cost:

- Install approximately 1,000 linear feet of 6-inch water line to connect the existing City of Bastrop 8-inch water main on Hassler Shores Drive to the existing 2-inch Aqua WSC water line located along Shoreline Drive.

These improvements are being made in anticipation of the complete transfer of water service responsibilities to the City of Bastrop for the Hasler Shores service area.

In consideration of Aqua WSC's investment in the above-mentioned infrastructure improvements, we respectfully request the following assurances and commitments from the City of Bastrop:

- The City of Bastrop agrees to take over retail water service responsibilities for the Hasler Shores area promptly upon completion of the aforementioned water line improvements.
- Both parties shall coordinate to ensure timely and appropriate notice is provided to all impacted customers regarding the transition of service.

Aqua WSC will install a closed valve at a mutually agreed upon location to isolate its system from the City of Bastrop's water system. The City of Bastrop agrees that this valve shall remain closed unless otherwise agreed in writing by both parties.

Aqua WSC agrees that all water infrastructure north of the closed valve, including the new 6-inch main installed by Aqua WSC and any associated fittings or appurtenances, shall be conveyed to and accepted by the City of Bastrop upon written agreement of Aqua WSC and the City of Bastrop.

If these terms are acceptable, please indicate the City's agreement by signing below and returning a signed copy of this letter to Aqua WSC.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Dacy Cameron, P.E.
General Manager
Aqua WSC

Acknowledgement and Agreement:

The City of Bastrop hereby agrees to the terms outlined above.



Sylvia Carrillo-Trevino
City Manager
City of Bastrop

Date: 5/10/05

EXHIBIT C

Item 8F.

Hasler Shores Improvement Project

Account #:	Address	Name	Parcel ID
0202137901	163 HASLER SHORES DR	CHARLES RABENSBURG	BA_36848
0200265404	103 MY ROAD	CATHERINE MC AVOY	BA_35968
0200855304	105 MY ROAD	JOHN & KAY KEMP	BA_60809
0200273406	114 MY ROAD	SANDRA AND RONALD WHITE	BA_29726
0200916101	113 MY ROAD	RICHARD KESSELUS	BA_62431
0200416102	148 MY ROAD	SANDRA BABCOCK	BA_46378
0200674501	147 MY RD	ROBERT E JENKINS JR	BA_28902
0200591101	181 HASLER SHORES DR	MURIEL BYLER LUEDERS	BA_45713
0201971502	185 HASLER SHORES DR	SHIRLEY BAUGH	BA_126263
0200100904	189 HASLER SHORES DR	ESTATE OF MARILYN KELLAR	BA_34394
0201076103	193 HASLER SHORE DR	JEREMIAH & JUANITA MITCHELL	BA_34402
0200240904	212 HASLER SHORE DR	SETHY & CHANTA HORTH	BA_34418
0200335103	128 SHORELINE DR	JOEL CROUNSE	BA_34290
0200006402	120 SHORELINE DR	ROBERT JOHN HOCK	BA_34274
0200006903	118 SHORELINE DR	ELIZABETH ERHART	BA_34266
0200006202	114 SHORELINE DRIVE	CAROL HAMMEN	BA_34258
0200006602	104 SHORE LINE DRIVE	MAX BARTEE	BA_34242
0201258502	102 SHORELINE DR	RALPH AND JUDY SINGLETON	BA_78769
0200006805	134 SHORELINE DR	SEAN CHRISTOPHER HENSLEY	BA_34298
0200323502	136 SHORELINE DRIVE	MAX BARTEE	BA_34306
0200414704	140 SHORELINE DR	JACQUELYNE GALLAGHER	BA_34314
0200527103	142 SHORELINE DRIVE	ROSA DUNCAN	BA_34322
0201086202	146 SHORELINE DR	CHARLOTTE LAMB	BA_34330
0200894707	154 SHORELINE DRIVE	SIDNEY & CAROL HANSON	BA_34338
0200006305	156 SHORELINE DR	SEAN AND MOLLY HENSLEY	BA_34346
0200179003	155 SHORELINE DR	KHRISTOPHER ROBERTS	BA_34426
0200172806	160 SHORELINE DR	JOE H CRUZ	BA_34354
0201140402	162 SHORELINE DR	DALE IVY	BA_34362
0200006105	164 SHORELINE DR	GARRETT ALCOTT, LC	BA_34370
0203434101	212 HASLER SHORES DR	SETHY & CHANTHA HORTH #2	BA_34418

EXHIBIT D**BILL OF SALE AND ASSIGNMENT****Date:** _____, _____**Grantor:** AQUA WATER SUPPLY CORPORATION, a nonprofit water supply corporation.**Grantor's Mailing Address:**

Aqua Water Supply Corporation
PO Drawer P
Bastrop, Texas 78602

Grantee: CITY OF BASTROP, a home rule city, body politic of the State of Texas**Grantee's Mailing Address:**

City of Bastrop
 1311 Chestnut Street
 Bastrop, Texas 78602

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.**Facilities:** See Exhibit "A" attached hereto.**Intangible Assets:** See Exhibit "B" attached hereto.**Conveyance:**

Grantor, for the consideration herein expressed, has GRANTED, SOLD, ASSIGNED, TRANSFERRED AND SET OVER, and by these presents does hereby GRANT, SELL, ASSIGN, TRANSFER AND SET OVER unto Grantee, its successors and assigns, all of Assignor's now existing and hereafter arising right, title, interest in, to and under the following:

- a) The Facilities as described on Exhibit "A"; and
- b) the Intangible Assets described on Exhibit "B."

Representations and Warranties:

Grantor makes the following representations and warranties, to the best of Grantor's knowledge, to Grantee relating to the Facilities and Intangible Assets:

- i. Grantor has the full legal right and authority to make the sale, transfer and assignment herein;
- ii. Grantor has good and marketable title to the Facilities and Intangible Assets;
- iii. The Facilities are being conveyed free and clear of all liens and encumbrances of any kind; and
- iv. The Facilities are located within dedicated easements.

Grantor agrees to hereafter cooperate with Grantee and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

“As-Is” Conveyance:

GRANTOR DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE FACILITIES. THE FACILITIES ARE BEING CONVEYED ON AN "AS IS", WHERE IS" AND "WITH ALL FAULTS", AND IT IS UNDERSTOOD AND AGREED THAT GRANTOR MAKES NO WARRANTY REGARDING THE FACILITIES AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE.

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

Executed effective _____, 2025.

GRANTOR:

AQUA WATER SUPPLY CORPORATION, a
Texas nonprofit water supply corporation

By: _____

Name: Dacy Cameron

Title: General Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by Dacy Cameron, as General Manager for Aqua Water Supply Corporation, a Texas nonprofit water supply corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas

GRANTEE:

CITY OF BASTROP, a home rule city, body politic
of the State of Texas

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the ____ day of _____, 2025, by
_____.

Notary Public, State of Texas

(SEAL)

EXHIBIT D

EXHIBIT A

DESCRIPTION OF FACILITIES

All the pipes, pipelines, equipment, improvements, and fixtures and all appurtenances belonging or appertaining thereto utilized to provide water service, including without limitation, all such pipes, pipelines, lift stations, improvements, fixtures and appurtenances owned by Aqua and located within the Hasler Shore service area.

Exhibit A

Fire Hydrants

OBJECTID	GLOBALID	assetid	Asset	Asset Type	Status
1	{237ABC94-97D2-430D-8C16-9DB7AD127842}	HYD-1260	Fire Hydrant	Dry Barrel	In Service
2	{7993B5F2-45FC-49D6-965D-6EB837846482}	HYD-1363	Fire Hydrant	Dry Barrel	In Service
3	{167ABFBD-0CD5-4209-966E-69578AEB78FE}	HYD-1364	Fire Hydrant	Dry Barrel	In Service
4	{F79C8F2F-7B15-4FB3-9DCC-E392BB65529E}	fh-2207	Fire Hydrant	Dry Barrel	In Service

Fittings

Object ID	Asset Group	Asset type	Global ID	Asset ID	Diameter
9036	Fitting	Tap	{94149FB0-F83F-4148-8C77-0D965D43228A}	WF-28570	3/4"
9587	Fitting	Tee	{9AEF4FE3-9BC8-432F-98C3-B219CED5A111}	WF-7904	2"
9590	Fitting	Reducer	{A6F54D8A-0A8E-4CC1-8CD1-8B783A273B64}	WF-7965	8" x 4"
13860	Fitting	Tap	{A848073D-BDFA-4270-AB53-9B53DC90FE64}	WF-29515	3/4"
15654	Fitting	Tap	{156CA7F7-2EFF-46B7-B317-6958238619E0}	WF-7911	3/4"
15655	Fitting	Tap	{C3D43549-501F-4EF7-B7C5-B7542C8F6124}	WF-7917	3/4"
15656	Fitting	Tap	{C68B86D6-C61E-4F82-90EC-65D2BFDA98EC}	WF-7919	3/4"
15660	Fitting	Tap	{F85A29F2-4CA4-4DE3-B419-0787A799064D}	WF-7969	3/4"
16209	Fitting	Tap	{D9B2A2CA-4B04-490B-BA6E-B176286BCD5D}	WF-7912	3/4"
16210	Fitting	Tap	{136FBF58-824D-4371-9E52-4E54509093B2}	WF-7913	3/4"
16211	Fitting	Tap	{14CA6702-E12A-4F8B-8937-04D4F649E03B}	WF-7915	3/4"
17891	Fitting	Tap	{78615CD2-7BB0-47F0-B1FA-36C55B41154}	WF-28579	3/4"
17892	Fitting	Tap	{864AAEE9-2B39-4F41-8ED8-F13C36048899}	WF-28580	3/4"
17893	Fitting	Tap	{EF787F2A-4FED-436E-9E1C-D601DF47D9E}	WF-28581	3/4"
18403	Fitting	Tap	{A2B158A0-9F23-4C92-A22C-E1E71855F350}	WF-28567	3/4"
18404	Fitting	Tap	{C4230CBA-23CC-4ED4-97FB-1B30FE74BF9C}	WF-28578	3/4"
18528	Fitting	Tap	{D3C0EA24-478D-4575-934D-146CE1C4C472}	WF-28576	3/4"
18982	Fitting	Tap	{B3F07BE3-C7EF-45B2-9C67-A2B745E1403A}	WF-28571	3/4"
18983	Fitting	Tap	{7B392DA7-D7CB-4AC7-9D6A-FE764BC0FB0D}	WF-28572	3/4"
18984	Fitting	Tap	{A64EC0CB-3362-48F3-83B1-B9B1C3782028}	WF-28573	3/4"
18985	Fitting	Tap	{13844979-C2F2-47A9-A8DA-362C01926216}	WF-28574	3/4"
21295	Fitting	Tee	{2C52C169-8F40-492C-B654-8377EA4D9151}	WF-29836	8" x 6"
21296	Fitting	Tee	{61D78E02-D91E-4B68-9894-556D7E2E71EA}	WF-29837	8" x 6"
22050	Fitting	Tap	{E924E9C2-09EC-44F5-95C6-BC338664E05C}	WF-7916	3/4"
28036	Fitting	Tee	{2BBDC A30-ED35-4AF3-AF63-59696B685AFA}	WF-7914	2"
30007	Fitting	Tap	{3CEB617B-2271-446B-ADE2-78E29243C846}	WF-7910	3/4"
30008	Fitting	Tap	{490935D5-E385-41D9-A52C-896AB5AD1B86}	WF-7920	3/4"
30010	Fitting	Tap	{8F267C1B-8E14-4DFE-B1DD-CAB1C073D495}	WF-7968	3/4"
30722	Fitting	Tap	{35375EED-388A-4407-9933-153BC1ECE09F}	WF-28568	3/4"
30723	Fitting	Tap	{174967CE-B998-425D-887F-BC44A21BC827}	WF-28575	3/4"
30724	Fitting	Tap	{15AA891A-680E-4A08-B006-9CFA6A56D8B8}	WF-28577	3/4"
30847	Fitting	Tap	{6EB0842E-7A04-43B6-9ED3-2A4DB9D07D41}	WF-28569	3/4"
31530	Fitting	Tee	{1299D871-9294-4729-BD2C-A4676D4CF953}	WF-28566	8" x 6"
31668	Fitting	Tap	{BE331DB0-FE02-4683-A6F9-1198B1E76AC0}	WF-7918	3/4"
66596	Fitting	Tap	{93A48B97-0BE3-4AE4-BA30-AFC99C8507FB}	23247	3/4"
134501	Fitting	End Cap	{F3D628B0-E3C1-46B0-BFBD-3C5A28862A1A}	26265	2"
134502	Fitting	Tee	{D8196A8A-1606-45FD-A400-C1563C423BCB}	26266	2"
272897	Fitting	Elbow	{9F2BA89A-BEE6-4F02-9844-944AAD3993B4}	31414	6"
272898	Fitting	Reducing Tee	{86ADBDA3-5A77-45E8-9AC4-8518E61398AC}	31415	4" x 2"
272899	Fitting	Reducing Tee	{A28AD657-AD5E-41B8-8AEA-37495E0E615A}	31416	6" x 4"
274096	Fitting	End Cap	{FE963234-5EC5-4968-971C-D290E1FA5F8B}	31438	8"
274097	Fitting	Tee	{85F47047-06B6-4FFB-B0DD-A64D85A87617}	31439	8"

Hydrant Lateral

Object ID	Asset Group	Asset type	Global ID	Asset ID	Diameter	Length
12374	Hydrant Lateral Line	Ductile Iron - DIP	{20C8387C-383B-450D-9C4B-7AE455495B92}	WL-24609	6"	11.56743882
12375	Hydrant Lateral Line	Ductile Iron - DIP	{3671607F-B1D1-4C49-AA5D-755ABE15D740}	WL-24610	6"	21.39760514
13354	Hydrant Lateral Line	Ductile Iron - DIP	{1F2E4906-C390-4F33-8064-6A5A93D4B9F4}	WL-23410	6"	15.79333964
262952	Hydrant Lateral Line	Ductile Iron - DIP	{A8205122-F93D-4E47-B26D-DE567D69F608}	hs-4162	6"	7.306808315
262953	Hydrant Lateral Line	Ductile Iron - DIP	{32363685-BC9B-4F11-BAEB-5035CA706A3B}	hs-4163	6"	6.681728203

Meter Lateral

Object ID	Asset Group	Asset type	Global ID	Asset ID	Diameter	Length
7085	Residential Service	Polyvinyl Chloride - PVC	{0F29F288-6268-4436-AE12-410BFD33CD13}	WL-6356	3/4"	25.75183587
7094	Residential Service	Polyvinyl Chloride - PVC	{9150970D-09FD-4CC9-A194-8C1AA60B1A70}	WL-6429	3/4"	9.817898875
7622	Residential Service	Polyvinyl Chloride - PVC	{219A6B82-C3F2-40B7-8044-1740C7682C15}	WL-6345	3/4"	15.72566248
7623	Residential Service	Polyvinyl Chloride - PVC	{6B667BB7-2156-4550-A656-9FDB6FBE87B3}	WL-6346	3/4"	16.04326737
7624	Residential Service	Polyvinyl Chloride - PVC	{FE26B613-B130-4BF0-98F4-7C0E30B953A5}	WL-6347	3/4"	18.60056786
7631	Residential Service	Polyvinyl Chloride - PVC	{7C1F46FA-D3CB-4B0A-BA16-1BA976F2BB52}	WL-6426	3/4"	14.1320192
7632	Residential Service	Polyvinyl Chloride - PVC	{4B23FD09-F110-4D1B-8B54-274F03A4C116}	WL-6427	3/4"	18.1381596
16035	Residential Service	Polyvinyl Chloride - PVC	{E22F54EF-8197-4CBA-93E7-D167FC054B3C}	WL-23420	3/4"	17.05560273
16567	Residential Service	Polyvinyl Chloride - PVC	{81C642FD-9FB3-4257-9C59-D5AE9342CDA2}	WL-23413	3/4"	44.90489018
16600	Residential Service	Polyvinyl Chloride - PVC	{B1655DDA-531B-4FAF-9F04-795493B1A8B0}	WL-23414	3/4"	37.20680073
18437	Residential Service	Polyvinyl Chloride - PVC	{BB13196A-FD08-4A19-9509-B2F9DBCAAFE8}	WL-23417	3/4"	34.90801969
18438	Residential Service	Polyvinyl Chloride - PVC	{4814CEB5-6A33-43EB-97FA-FFC990E980B3}	WL-23418	3/4"	75.19016715
18439	Residential Service	Polyvinyl Chloride - PVC	{96D6C5BD-3B91-41FA-9A12-295C61BC47A1}	WL-23419	3/4"	6.17678833
18758	Residential Service	Polyvinyl Chloride - PVC	{096FF384-4D11-4F96-96A7-E062704BAA08}	WL-6401	3/4"	20.83207224
18933	Residential Service	Polyvinyl Chloride - PVC	{F51A33D4-9B71-44D4-82E8-CD8C2D65786D}	WL-23412	3/4"	21.70034818
18934	Residential Service	Polyvinyl Chloride - PVC	{C5387C37-6F43-4F43-9739-AD57DA386FE9}	WL-23416	3/4"	36.67516228
18935	Residential Service	Polyvinyl Chloride - PVC	{F0CD9019-F8F0-4482-ABBC-00462B1B477A}	WL-23421	3/4"	19.64133701
18936	Residential Service	Polyvinyl Chloride - PVC	{8C6CB26F-DA86-48EC-8664-427567DFE801}	WL-23423	3/4"	18.44465338
20978	Residential Service	Polyvinyl Chloride - PVC	{445ECF2D-D92E-4D5B-8235-4E9BCE4D351C}	WL-23411	3/4"	6.603150158
20979	Residential Service	Polyvinyl Chloride - PVC	{4A6BEA0C-3855-40C5-91DB-007597FDD2D}	WL-23425	3/4"	13.62286489
24996	Residential Service	Polyvinyl Chloride - PVC	{D891C859-E05C-4B2A-BAB5-31F741E65A4E}	WL-6343	3/4"	14.36659193
24997	Residential Service	Polyvinyl Chloride - PVC	{1F5FE7C6-00DA-4ED0-9BB2-3DC3188FD28C}	WL-6355	3/4"	13.60758576
25008	Residential Service	Polyvinyl Chloride - PVC	{0E5426B9-5D71-42B1-AC78-86BB96C79B11}	WL-6428	3/4"	19.08793013
30126	Residential Service	Polyvinyl Chloride - PVC	{9CD70227-3959-4ED6-8043-C743062A4B7D}	WL-24308	3/4"	18.82588583
31433	Residential Service	Polyvinyl Chloride - PVC	{451E1604-2EAB-478B-89D3-2B941204D9AE}	WL-6344	3/4"	13.44683148
33105	Residential Service	Polyvinyl Chloride - PVC	{853D83E8-1C4C-43CB-AEA0-E09EB319D49C}	WL-23415	3/4"	45.18016304
33106	Residential Service	Polyvinyl Chloride - PVC	{74EB0426-FAD5-4C04-BFF8-1837FF4ACBC9}	WL-23422	3/4"	58.45179188
33107	Residential Service	Polyvinyl Chloride - PVC	{F9E9C246-85DE-4720-893B-FF0D6B0B2CA3}	WL-23424	3/4"	17.66321557
68175	Residential Service	Polyvinyl Chloride - PVC	{D264FDC8-C655-4AE6-A8BD-D15C2B0F179E}	rs-29388	3/4"	10.93978959

Meter

Object ID	Asset Group	Asset type	Global ID	Asset ID	Account ID	AMR Barcode	Meter Number	Location Identifier
2044	Service Connection	Residential	{EA6E81E2-3B76-4BC1-B327-D48670D7157C}	WSRV-6343	0200006202	1490380	232386817	114 SHORELINE DRIVE
2476	Service Connection	Residential	{42652E46-8D16-4710-B994-4F2FC4E720FE}	WSRV-6336	0200527103	12985221	19088522	142 SHORELINE DRIVE
5474	Service Connection	Residential	{4442486D-D786-40E7-86C8-A71291106EDA}	WSRV-6353	0200916101	12674735	11378335	113 MY RD
6534	Service Connection	Residential	{E6204845-C783-40E8-A45C-C43BF8D8712C}	WSRV-6334	0200323502	716035	11535375	136 SHORELINE DRIVE
6535	Service Connection	Residential	{2E90BA3E-72AD-4119-9BAE-08C866C98A75}	WSRV-6344	0200006602	12522842	11223926	104 SHORE LINE DRIVE
6658	Service Connection	Residential	{D0E41351-C034-4DE5-951F-EEB728C4494A}	WSRV-23213	0200674501	12530634	11181934	147 MY RD
7731	Service Connection	Residential	{94C494FC-A8B9-410B-A36A-61859499BD1F}	WSRV-20158	0200006105	12780468	11147458	164 SHORELINE DR
8701	Service Connection	Residential	{A95492C7-0AEF-4EE8-AA94-7805E35716DA}	WSRV-6340	0200335103	12774899	11436145	128 SHORELINE DR
10035	Service Connection	Residential	{6B4662E4-C176-4C84-853A-D01922CF32AA}	WSRV-6341	0200006402	703017	11534514	120 SHORELINE DR
10489	Service Connection	Residential	{600456AA-8AAE-4B84-8774-AFC1F6592443}	WSRV-20146	0200273406	713073	11534421	114 MY RD
10490	Service Connection	Residential	{8EF9934A-C90B-4D37-86C1-BA23578F58EF}	WSRV-20153	0200894707	716355	11534277	154 SHORELINE DRIVE
18014	Service Connection	Residential	{3D30DDBC-B2D9-4696-A0F2-0AC130FFB81C}	WSRV-6354	0200416102	10532292	10674098	148 MY RD
22356	Service Connection	Residential	{57B6FFB2-9D9C-4625-8E28-5847C2C01DF3}	WSRV-20151	0200240903	12519690	11223666	212 HASLER SHORE DR
26863	Service Connection	Residential	{5ABCABEC-0DA0-4233-AE0D-A91A97A0489B}	WSRV-20148	0201971502	12772674	11436230	185 HASLER SHORES DR
26864	Service Connection	Residential	{BED22D32-2230-4A4A-8305-CAD1F78341FA}	WSRV-20149	0200100904	12581615	11268982	189 HASLER SHORES DR
26865	Service Connection	Residential	{6B3394B8-4294-4208-BF64-2A12BDBDF70}	WSRV-20152	0201086202	9789059	222386783	146 SHORELINE DR
26866	Service Connection	Residential	{E0794323-5930-4415-8319-3FFCD8F3BD46}	WSRV-20154	0200006305	12690472	11386978	156 SHORELINE DR
26867	Service Connection	Residential	{75BA06F5-23CA-4C57-ADF6-9DB2455B474C}	WSRV-20157	0201140402	1766231	11436225	162 SHORELINE DR
26879	Service Connection	Residential	{7B35654D-9CCE-468C-B5FC-4F0DE8C3882E}	WSRV-20917	0202137901	12775392	11436229	163 HASLER SHORES DR
28342	Service Connection	Residential	{FF6DD34F-47E6-495B-882D-8E492FE480B0}	WSRV-20144	0200265404	1674672	242256182	103 MY ROAD
28343	Service Connection	Residential	{68E59901-5C29-4516-8684-4AA116AA3031}	WSRV-20147	0200591101	12439455	11147680	181 HASLER SHORES DR
28473	Service Connection	Residential	{AC49E646-3363-4524-98E5-A8A873583879}	WSRV-6333	0200006805	12461512	11147644	134 SHORELINE DR
28474	Service Connection	Residential	{10532044-F54C-4AC5-817D-9ECF870AE04B}	WSRV-6335	0200414704	12520580	11181932	140 SHORELINE DR
30073	Service Connection	Residential	{648C1C1F-DD0C-4F8E-9D62-BF7EFD59A2A1}	WSRV-6345	0201258502	859489	19933701	102 SHORELINE DR
30178	Service Connection	Residential	{E0793F22-75D5-4936-9BE4-7CCAF1A60820}	WSRV-6342	0200006903	12512861	11223887	118 SHORELINE DR
32507	Service Connection	Residential	{7D759D95-C729-4955-B4E4-B0343B19ADA0}	WSRV-20155	0200179003	13314493	10793265	155 SHORELINE DR
32760	Service Connection	Residential	{E1BCA3D9-3E2B-483A-B0A2-59B40E57D169}	WSRV-20150	0201076103	12584389	11268980	193 HASLER SHORE DR
34234	Service Connection	Residential	{10173A9E-2F06-44F5-B2FD-B63F11044599}	WSRV-20156	0200172806	9397203	20080449	160 SHORELINE DR
36364	Service Connection	Residential	{58EDEBBE-6E5B-4478-BE47-0819C9F498C8}	WSRV-20145	0200855304	12520908	11201342	105 MY ROAD
304188	Service Connection	Residential	{3C03FB16-CA83-4019-B0D5-61621F60B704}	SC-26636	203434101	1771705	242262502	212 HASLER SHORES DR

Valve

Object ID	Asset Group	Asset type	Global ID	Diameter	Design Type	Status	Asset ID
9573	Controllable Valve	System	{DCB5C4EB-3B4E-4460-BF6D-0B5DEBBCD8BD}	2"	Gate	Open	WSVAL-2039
20763	Controllable Valve	System	{22236D75-5CAA-43AB-BE90-DA69E5778EA8}	2"	Gate	Closed	WSVAL-2325
21287	Controllable Valve	System	{9AE91509-D4A7-4030-8CF2-C029BF353CC3}	2"	Gate	Closed	WSVAL-2326
24821	Controllable Valve	Hydrant	{61CC03DD-5DCB-46DB-B499-FE1107D722FE}	6"	Gate	Open	WSVAL-7774
33892	Controllable Valve	System	{F563FCA4-9848-4C41-9E63-E2F539F3458E}	8"	Gate	Open	WSVAL-7775
34944	Controllable Valve	System	{835C1E3D-78D5-4BBB-A3E1-461D0153CD4C}	2"	Gate	Closed	WSVAL-1075
165777	Controllable Valve	System	{797098E6-FB1A-4041-9C7D-31A4B0CFBDA9}	2"	Gate	Open	cv-13934
293783	Controllable Valve	System	{1E7F371F-A723-45A7-9D88-7B2206DD12B4}	2"	Gate	Open	cv-16397
293784	Controllable Valve	System	{0976F5AC-E6E8-4042-922B-7417DF94E95B}	2"	Gate	Open	cv-16398
293785	Controllable Valve	System	{E4DC720C-6129-480E-B367-8DAD32691793}	4"	Gate	Open	cv-16399
293789	Controllable Valve	Hydrant	{E4404A29-A1D1-4081-8007-9A7EE473B8DA}	6"	Gate	Open	cv-16401
293790	Controllable Valve	System	{FFA6801E-E5EE-4966-9EBB-54ABA97ECA8A}	2"	Gate	Closed	cv-16402
293791	Controllable Valve	Hydrant	{CCCF29C5-ACAF-4873-9374-A01B09227E4A}	6"	Gate	Open	cv-16403
293792	Controllable Valve	Hydrant	{FED7CCB1-DCC6-47CB-B387-B700D55A63A8}	6"	Gate	Open	cv-16404
295780	Controllable Valve	System	{C425362A-3E64-421D-BEBF-78254D8182C5}	8"	Gate	Open	cv-16416

Water Main

Object ID	Asset Group	Asset type	Global ID	Asset ID	Diameter	Length
24039	Distribution Main	Polyvinyl Chloride - PVC	{F903DE18-0627-4752-95CD-81A747E99AC5}	WM-1274	2"	1118.539459
29798	Distribution Main	Polyvinyl Chloride - PVC	{F921BEDB-87A7-42C7-AB8B-A80B6FA29261}	WM-1256	2"	1394.446878
29799	Distribution Main	Polyvinyl Chloride - PVC	{8716DC0A-3A82-4FCC-AEE8-28A7FDB74DED}	WM-1258	8"	5895.108436
36319	Distribution Main	Polyvinyl Chloride - PVC	{BB62F4C5-89FC-4EB9-8C1C-FFC43441D348}	WM-1257	2"	810.35182
36321	Distribution Main	Polyvinyl Chloride - PVC	{22E09AE3-7786-4B7D-91CC-85D5E384030D}	WM-1273	2"	3402.953037
135752	Distribution Main	Polyvinyl Chloride - PVC	{729E460E-CCE7-467C-A45D-466159B2D3B9}	12628	2"	995.7380172
262948	Distribution Main	Polyvinyl Chloride - PVC	{97957A6F-1991-4E7C-B5D7-0B6AE8B224AF}	12925	6"	717.9601134
262949	Distribution Main	Polyvinyl Chloride - PVC	{BF8B92BE-0955-4466-B0D6-AF6A3E7E9C72}	12926	4"	50.14289393
264548	Distribution Main	Polyvinyl Chloride - PVC	{64C97623-CE04-41EB-8778-857B4C9603A1}	12930	8"	53.29306378
264648	Distribution Main	Polyvinyl Chloride - PVC	{1713D19A-F7C7-4FB4-BF4D-EB5D8B92D112}	WM-1258	8"	5636.78237

EXHIBIT B**DESCRIPTION OF INTANGIBLE ASSETS**

1. All third party plans, studies, drawings, specifications, surveys, renderings and other technical descriptions to the extent (but only to the extent) they relate to the Facilities;
2. All contracts for the design and construction of the Facilities;
3. Any and all guaranties, indemnities, and warranties of any contractors, subcontractors, vendors, service contractors and suppliers involved in the construction, development, engineering and surveying associated with the Facilities, including without limitation, all rights and claims with respect thereto relating to quality, defects, and similar matters relating to the Facilities;
4. All service and management contracts relating to the Facilities;
5. All claims, causes of action, bonds, and similar rights to the extent (but only to the extent) they relate to the Facilities;
6. All rights to real property interests relating to the Facilities; and
7. Any other documents and instruments pertaining to the Facilities and any and all other ownership and use rights (intangible or otherwise) relating to the Facilities, and all rights, titles and interests appurtenant in any way to any of the foregoing.

Exhibit B**Description of Non-tangible Assets**

County	Grantor	Grantee	Easement Width	Instrument Date	Recording Information
Bastrop	Marie McLeod, Et Al	Aqua WSC	Ten Foot (10')	05/21/1969	194/615 DR
Bastrop	James E. Manlove, Et Ux	Aqua WSC	Ten Foot (10')	05/28/1969	194/620 DR
Bastrop	James W. Bross, Et Ux	Aqua WSC	Twenty Foot (20')	05/09/1997	850/566 OR
Bastrop	Marilyn Y. Kellar	Aqua WSC	Fifteen Foot (15')	08/10/2010	2014/96 OPR
Bastrop	Charles E. Rabensburg	Aqua WSC	Fifteen Foot (15')	03/13/2016	201603103 OPR
Bastrop	Sethy Horth, Et Ux	Aqua WSC	Fifteen Foot (15')	05/23/2025	202509040 OPR
Bastrop	S.J. Brannon, Et Al	Aqua WSC	Ten Foot (10')	3/27/1970	219/399 DR
Bastrop	Gordon Rosanky, Et Ux	Aqua WSC	Ten Foot (10')	10/28/1969	194/656 DR

EXHIBIT E – ASSIGNMENT OF EASEMENTS

THE STATE OF TEXAS)

) **KNOW ALL MEN BY THESE PRESENTS:**

BASTROP COUNTY)

WHEREAS, AQUA WATER SUPPLY CORPORATION, a Texas nonprofit water supply corporation (“Assignor”) desires to assign to CITY OF BASTROP, a home rule city, body politic of the State of Texas (“Assignee”) those certain easement rights identified on Exhibit “A” attached hereto (collectively, the “Easements”):

WHEREAS, Assignee desires that Assignor assign its rights under the Easements to Assignee, and Assignor desires to assign such rights in accordance with the terms and limitations of this instrument (the “Assignment”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has assigned, transferred and conveyed and by these presents does assign, transfer and convey unto Assignee all of Assignor’s rights, title and interest in and to the Easements free and clear of any liens, security interests and encumbrances.
2. Except as otherwise set forth herein, Assignor disclaims all representations and warranties regarding the Easements of any nature whatsoever, whether express, implied, statutory or otherwise. Assignee accepts the Easements in their present condition, AS IS AND WITH ALL FAULTS, without any representation or warranty of any nature whatsoever, whether express, implied, statutory or otherwise.
3. It is specifically agreed that Assignor shall not be responsible for the discharge and performance of any duties or obligations in connection with the Easements from and after the date hereof.
4. To facilitate execution, this Assignment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. All executed counterparts of this Assignment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

EXHIBIT E – ASSIGNMENT OF EASEMENTS

SIGNED AND DELIVERED as of the last date of execution below.

ASSIGNOR:

AQUA WATER SUPPLY CORPORATION, a Texas nonprofit water supply corporation:

By: _____

Name: Dacy Cameron

Title: General Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by Dacy Cameron, as General Manager for Aqua Water Supply Corporation, a Texas nonprofit water supply corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas

EXHIBIT E – ASSIGNMENT OF EASEMENTS

Item 8F.

ASSIGNEE:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____,
_____ of City of Bastrop, a home rule city, body politic of the State of Texas.

Notary Public, State of Texas

(SEAL)

EXHIBIT E – ASSIGNMENT OF EASEMENTS

Item 8F.

Exhibit “A”

Easements

1. All easements and easement rights held by Assignor in connection with access to, and the ownership, operation and use of, to provide water service to the Hasler Shores area are transferred by Assignor to Assignee simultaneously herewith.

Exhibit A**Description of Easements**

County	Grantor	Grantee	Easement Width	Instrument Date	Recording Information
Bastrop	Marie McLeod, Et Al	Aqua WSC	Ten Foot (10')	05/21/1969	194/615 DR
Bastrop	James E. Manlove, Et Ux	Aqua WSC	Ten Foot (10')	05/28/1969	194/620 DR
Bastrop	James W. Bross, Et Ux	Aqua WSC	Twenty Foot (20')	05/09/1997	850/566 OR
Bastrop	Marilyn Y. Kellar	Aqua WSC	Fifteen Foot (15')	08/10/2010	2014/96 OPR
Bastrop	Charles E. Rabensburg	Aqua WSC	Fifteen Foot (15')	03/13/2016	201603103 OPR
Bastrop	Sethy Horth, Et Ux	Aqua WSC	Fifteen Foot (15')	05/23/2025	202509040 OPR
Bastrop	S.J. Brannon, Et Al	Aqua WSC	Ten Foot (10')	3/27/1970	219/399 DR
Bastrop	Gordon Rosanky, Et Ux	Aqua WSC	Ten Foot (10')	10/28/1969	194/656 DR

EXHIBIT “F”

Name and Address for Notice to Aqua

Aqua Water Supply Corporation
415 Old Austin Hwy
Drawer P
Bastrop, TX 78602

Name and Address for Notice to Bastrop

The City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act on Resolution No. 2026-61, approving an Operation and Maintenance Agreement between the City of Bastrop and Aqua Water Supply Corporation, for the area known as Hasler Shores, currently located in the Aqua Water Supply Corporation CCN service area; as attached in Exhibit A.

AGENDA ITEM SUBMITTED BY:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

The City of Bastrop and Aqua Water Supply Corporation (“Aqua”) have jointly developed a plan to transfer retail water service responsibility for the Hasler Shores Area (also referred to as the CCN Transfer Area) from Aqua to the City. The Hasler Shores Area consists of approximately sixty-five (65) acres located within the City’s Extraterritorial Jurisdiction (ETJ) in Bastrop County. This area currently lies within Aqua’s retail water Certificate of Convenience and Necessity (CCN) No. 10294 and is served by Aqua-owned water distribution lines and thirty (30) existing water meters located along Shoreline Drive, Hasler Shores Drive, and My Road.

Aqua will prepare, file, and prosecute the required CCN Transfer Application with the PUC no later than 60 days after the Effective Date of the Agreement and will bear all related costs (notices, legal fees, and engineering/mapping expenses directly tied to the application). Aqua has agreed to cooperate fully and not to oppose the application.

Following issuance of a final, non-appealable PUC order approving the transfer, the City will receive a Bill of Sale/Assignment (Exhibit D) and an Assignment of Easements (Exhibit E) from Aqua within thirty (30) days. At that time, the existing customers will become retail water customers of the City.

The Agreement expressly states that this transaction is based on the unique circumstances of the Hasler Shores Area and is not intended to establish precedent for future CCN transfers between the parties. Both parties affirm that the terms are fair, reasonable, and in the public interest.

The Water and Wastewater Department has also confirmed that there is sufficient capacity in the system to serve the average monthly demand of 5,627 GPD / 168,813.58 GPM for this service area.

FISCAL IMPACT:

Additional Monthly revenue of approximately \$1,969.26 into the Water and Wastewater Fund.

RECOMMENDATION:

Move to approve Resolution No. 2026-61, approving an Operation and Maintenance agreement between the City of Bastrop and Aqua Water Supply Corporation, for the area known as Hasler Shores, currently located in the Aqua Water Supply Corporation CCN service area; as attached in Exhibit A.

ATTACHMENTS:

1. Resolution No. 2026-61
2. Exhibit A: Operation and Maintenance Agreement
3. Attachments to the Operation and Maintenance Agreement:
 - a. Exhibit A – Scope of Services to Be Performed by the City of Bastrop
 - b. Exhibit B – Map of the Hasler Shores Area
 - c. Exhibit C – Permission to Serve Letter Agreement dated November 2, 2021
 - d. Exhibit D – Supplemental Agreement dated May 23, 2025
 - e. Exhibit E – Notice Letter to Impacted Members

RESOLUTION NO. R-2026-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN OPERATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF BASTROP AND AQUA WATER SUPPLY CORPORATION FOR THE AREA KNOWN AS HASLER SHORES, CURRENTLY LOCATED IN THE AQUA WATER SUPPLY CORPORATION CCN SERVICE AREA; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt a resolution 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, the City of Bastrop and Aqua Water Supply Corporation (“Aqua”) have jointly developed a plan to transfer retail water service responsibility for the Hasler Shores Area (also referred to as the CCN Transfer Area) from Aqua to the City; and

WHEREAS, the Hasler Shores Area consists of approximately sixty-five (65) acres located within the City’s Extraterritorial Jurisdiction (ETJ) in Bastrop County, currently lies within Aqua’s retail water Certificate of Convenience and Necessity (CCN) No. 10294, and is served by Aqua-owned water distribution lines and thirty (30) existing water meters located along Shoreline Drive, Hasler Shores Drive, and My Road; and

WHEREAS, the parties have entered into an Operation and Maintenance Agreement (the “Agreement”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference for all purposes, which sets forth the terms and conditions for the transfer of retail water service responsibility; and

WHEREAS, under the Agreement, Aqua will prepare, file, and prosecute the required CCN Transfer Application with the Public Utility Commission of Texas (“PUC”) no later than sixty (60) days after the Effective Date of the Agreement and will bear all related costs (including notices, legal fees, and engineering/mapping expenses directly tied to the application), and Aqua has agreed to cooperate fully and not oppose the application; and

WHEREAS, following issuance of a final, non-appealable PUC order approving the transfer, the City will receive a Bill of Sale/Assignment and an Assignment of Easements from Aqua within thirty (30) days, at which time the existing customers will become retail water customers of the City; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Ordinance No. 2025-16 allows for the adoption of fees to the Master Fee Schedule by resolution; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interest of the City and its residents and will further the public purpose of providing reliable and efficient water service;

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 Operation and Maintenance Agreement between the City of Bastrop and Aqua Water Supply Corporation for the Hasler Shores Area, attached hereto as Exhibit A, is hereby approved in all respects.

Section 3. The City Manager is hereby authorized and directed to execute the Agreement and all other necessary documents, instruments, or agreements required to effectuate the purposes of the Agreement on behalf of the City, including any documents necessary for the PUC CCN transfer process.

Section 4. Repealer: 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. Severability: Should any portion or part of this Resolution be held invalid for any reason 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. Effective Date: This Resolution shall take effect immediately from and after its passage.

Section 6. Proper Notice & Meeting: 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 28th day of April 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscerello, City Secretary

APPROVED AS TO FORM:

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



AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is made and entered into as of the ___– of _____ 2026 (the “Effective Date”), by and between Aqua WSC (“Aqua WSC”), a Texas non-profit water supply corporation of Bastrop County, Texas, and the City of Bastrop, a home rule city, body politic of the State of Texas, and a retail public utility of Bastrop County, Texas (“City”) (collectively, the “Parties”).

RECITALS

WHEREAS, Aqua WSC is a non-profit water supply corporation located in Bastrop, Caldwell, Williamson, Lee, Fayette, and Travis Counties, Texas, that provides water and wastewater services and holds retail water Certificate of Convenience and Necessity (CCN) No. 10294 as granted by the State of Texas and regulated by the Public Utility Commission of Texas (“PUC”); and

WHEREAS, City of Bastrop is a home rule city, body politic of the State of Texas, and a retail public utility of Bastrop County, Texas that holds retail water CCN No. 11198, issued by the TCEQ or its predecessor or successors in interest, which is adjacent to Aqua WSC’s retail water CCN; and

WHEREAS, Aqua WSC desires that the City of Bastrop provide operations, maintenance, billing and collection services (“Water Services”) to certain Aqua WSC members located in the area referred to as Hasler Shores identified in **Exhibit B** of the agreement and located in Aqua WSC’s Certificate of Convenience [through Aqua WSC’s water system (“Aqua WSC’s Water System”)]; and

WHEREAS, the Water Services are hereafter referred to, collectively, as the “Services”.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the consideration stated herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

ARTICLE I RECITALS

Section 1.1 Recitals. The recitals above are true and correct and incorporated for all purposes as a part of this Agreement.

ARTICLE II SERVICES AND COMPENSATION

Section 2.1. Services to be Performed. Within the area referred to as Hasler Shores, the City shall perform all Services as more fully set out in **Exhibit A** to this Agreement for Aqua WSC provided during the term of this Agreement.

Section 2.2. Excluded Services. All Services not specifically identified in **Exhibit A** of the Agreement are excluded from this Agreement.

Section 2.3. Retail Rates by Aqua WSC; Compensation to City of Bastrop for Services. The City shall charge the Aqua WSC members located in the area referred to as Hasler Shores the rates established in

Aqua WSC's Tariff and, specifically, Aqua WSC's Rate Schedule, as amended from time to time. The charges collected by the City shall constitute the City's compensation for the services performed.

Section 2.4. Additional Charges. For performing services or incurring expenses for services not included in **Exhibit A** to this Agreement, the parties shall agree in advance by separate written agreement on the terms of and for such additional services.

Section 2.5. Audits. Aqua reserves the right to audit, or hire an independent third party to audit, the books, records, internal controls and processes of City with regard to the Services. The cost of any such audit shall be borne by Aqua. Aqua shall provide the City with reasonable notice of its intent to perform such an audit and will reimburse the City for all the City's employee time spent on the audits.

Section 2.6 Disputes. The parties recognize that a bona fide controversy, claim or dispute as to certain matters may from time to time arise during the term of this Agreement that relates to this Agreement or alleged breaches of this Agreement. In all such instances, either party may, by written notice to the other party, request to have such controversy, claim or dispute resolved by good faith negotiations within 20 days after such notice is received.

ARTICLE III **NOTICES**

Section 3.1 Notices. The parties agree that any notice, communication or report required to be provided under this Agreement shall be in writing and shall be considered to have been provided if delivered by hand or transmitted by electronic transmission to the mailing address, or email address of each party set out below:

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
scarrillo@cityofbastrop.org
512-332-8800

Aqua WSC
Drawer P
Bastrop, Texas 78602
dcameron@aquawsc.com
512-303-3943

Section 3.2 Delivery. Notice or communication shall be considered to have been received:

- (a) if delivered by hand during business hours on a business day, upon receipt by a representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;
- (b) if sent by electronic transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day

ARTICLE IV
LIABILITY

Section 4.1. Hold Harmless. Aqua WSC and the City shall not be liable or responsible for, and shall be saved and held harmless by the other party to this Agreement from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by, directly, the provision of the Services, except such claims of damages arise from the claimed negligence, strict liability, or willful misconduct of the City or Aqua WSC.

ARTICLE V
MISCELLANEOUS TERMS AND CONDITIONS OF THE AGREEMENT

Section 5.1 Notification to Impacted Members. Aqua and the City mutually coordinate to ensure that notice is provided to all impacted customers regarding the transition of service. Within five (5) business days following execution of this Agreement, a joint letter by both parties shall be mailed to each impacted customer. The notice shall include all necessary information regarding the transition of service, including a transition date that shall occur no later than 30 days from the date of execution of this Agreement. A template of the notice letter is attached hereto as **Exhibit E**.

Section 5.2 Term of Agreement. The primary term of this Agreement shall be for a period of three (3) years from the Effective Date. This Agreement shall be automatically renewed for an additional three (3) year term upon expiration of the primary term of this Agreement.

Section 5.3 Termination. If either party breaches any material provision of this Agreement and fails or is otherwise unable to cure such breach within 30 days after receiving written notice from the non-breaching party, the non-breaching party may terminate this Agreement immediately by providing written notice to the breaching party. This Agreement shall automatically terminate on the date of any order or equivalent approval by the Public Utility Commission of Texas ("PUC") of the final transfer of the area referred to as Hasler Shores from Aqua WSC to the City of Bastrop or another retail public utility.

Section 5.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. This Agreement shall not be assignable by either party without prior written approval by the other party.

Section 5.5 Amendments. This Agreement may not be modified or amended, except by an agreement in writing signed by both Aqua and the City.

Section 5.6 Waivers. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Section 5.7 Total Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof. **Exhibit C** is the letter agreement dated November 2, 2021 from Dave McMurry that provides Aqua WSC's consent to the City of Bastrop providing water service to the Hasler Shores area. **Exhibit D** is the Supplemental Agreement Regarding Water Service

to Hasler Shores Area dated May 23, 2025. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

Section 5.8 Partial Invalidity. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, thereby added as 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 legal, valid, and enforceable such that the intention of the parties is effected as closely as is possible.

Section 5.9 Counterpart Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of or on behalf of, each of the parties hereto.

Section 5.10 Holidays. In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Section 5.11 Effective Date. The Effective Date of this Agreement shall be the date set forth on the first page thereof.

Section 5.12 Governing Law and Forum. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS. Certain obligations of the parties created by this Agreement shall be performable in Bastrop County, Texas. Both parties agree that any and all disputes shall be resolved by a Bastrop County court of competent jurisdiction.

Executed this ____ – day of _____ 2026.

City of Bastrop

By: _____
Sylvia Carillo- Trevino

Title: City Manager

Address: 1311 Chestnut Street
Bastrop, TX 78602

Aqua WSC

By: _____
Dacy Cameron

Title: General Manager

Address: 415 Old Austin Hwy.
Bastrop, TX 78602

List of Exhibits:

- Exhibit A – Scope of Services to Be Performed by the City of Bastrop
- Exhibit B – Map of the Hasler Shores Area
- Exhibit C – Permission to Serve Letter Agreement dated November 2, 2021
- Exhibit D – Supplemental Agreement dated May 23, 2025
- Exhibit E – Template Notice Letter to Impacted Members

EXHIBIT A – SCOPE OF SERVICES TO BE PERFORMED BY THE CITY OF BASTROP

“Member(s)”, as used herein, refers to those members receiving retail water service from Aqua WSC in the area referred to as Hasler Shores.

“Service Area”, as used herein, refers to the territory referred to as Hasler Shores within Aqua WSC’s retail water CCN service area.

“Aqua WSC Rate Schedule”, as used herein refers to Aqua WSC Tariff for Rates, Fees, Charges and Terms and Conditions of Water and such Tariff may be amended from time to time.

“Aqua WSC’s System”, as used herein, refers to all water facilities and infrastructure necessary and appropriate to provide retail water service to all members inside the area referred to as Hasler Shores within the retail water CCN service area of Aqua WSC.

“Major System Maintenance and Repairs”, as used herein, refers to (i) replacement of any facilities of the Aqua WSC’s Water System facilities in the area referred to as Hasler Shores; and (ii) any single incidence of maintenance or repair to the Aqua WSC’s Water System facilities located in the area referred to as Haler Shores that is on a waterline more than six (6) inches in diameter.

“Minor System Maintenance and Repairs”, as used herein, refers to any maintenance and repair of the Aqua WSC’s Water System located within the area referred to as Hasler Shores other than a Major System Maintenance and Repair.

SECTION 1.0 Services to be Performed by the City of Bastrop

City of Bastrop agrees to perform the following Services:

Sec. 1.01 Maintenance and Operations Services. Provide all maintenance and operations services necessary to maintain and operate Aqua WSC’s Water System for the area referred to as Hasler Shores in compliance with all state and federal regulatory requirements. The City of Bastrop shall be solely responsible for the costs necessary to make all Major and Minor System Maintenance and Repairs.

Sec. 1.02 Meter Installation and Maintenance Services. Install and maintain water meters for Members within the area referred to as Hasler Shores within in Aqua’s Service Area in order to accurately read meters and calculate Member’s water service bills.

Sec. 1.03. Meter Reading Services. Read the water meter(s) of each Member by electronic means as needed to determine the amount to be billed for water services.

Sec 1.04. Billing Services. Calculate, prepare and mail monthly water bills to the Members as follows:

- a) Bills shall be mailed by the last business day of each month for the prior month’s service and shall contain, at a minimum, the following information: member name and address, total due for the amount of water services received as calculated pursuant to this Agreement, detail of any other charges, total amount due, and due date.
- b) Prepare and send delinquent/termination notices and charge applicable late charges and other fees to Members in accordance with Aqua WSC’s Tariff.

Sec. 1.05. Collection Services. Collect all fees, charges, and deposits due from Members, as specified in Aqua WSC's Tariff.

Sec. 1.06. Records Maintenance. Maintain and store all records associated with the billing and collection services provided by the City of Bastrop until this Agreement is terminated.

Sec. 1.07. Termination of Services. Close out a Member's account if the Member is not in compliance with Aqua WSC's Tariff and found in violation of Aqua WSC's Tariff.

Sec. 1.08. Discontinuance of Retail Water Services Based on Non-Payment for Retail Water Services. Discontinue retail water service to a member due to non-payment of bills by the member for retail water services, pursuant to Texas Water Code Section 13.250(b)(2) and Chapter 30 Texas Administrative Code Section 291.88(e), as amended.

Sec. 1.09. Member Services. Accept and process billing inquiries, requests for water service applications, and requests for termination of service, as follows:

- a) Accept and process billing inquiries. All billing inquiries should be addressed timely, and if possible, within 3 business days.
- b) Provide disconnection of water notices for non-payment of bills and disconnect services in accordance with Aqua WSC's Tariff.

SECTION 2.0 Reports to be Submitted to Aqua WSC

Sec. 2.01. The City of Bastrop will provide to Aqua WSC a monthly "Water Billing Report" detailing, by Member, the account number, account name, service address, current address, past due charges, and total due. Additionally, the monthly Water Billing Report shall include the total monthly current charges, past due charges, and total charges due.

Sec. 2.02. Reports will be due by the 6th of each month for the most recently available information. Each report shall be clearly labeled with the date of the report and the period covered by the report, if applicable.

Sec 2.03. All reports and notices shall be sent to the respective official contact person at Aqua WSC and City of Bastrop as indicated in Section 3.1 of the Agreement.

EXHIBIT B

Aqua WSC CCN

City of Bastrop CCN

TRANSFER AREA
64.8 ACRES

Proposed Isolation Location

Legend

- | | |
|---------------------------|---------------------------|
| Controllable Valve | Service Connection |
| Open | Asset type |
| Hydrant (1) | Residential (30) |
| System (4) | Fire Hydrant |
| Closed | Active |
| System (6) | Dry Barrel (1) |



Information about AQUA's Geographic Database and Maps:
 The information used in these applications was derived from digital databases in the AQUA Water Supply Corporation GIS. Although we strive to provide the best data we can, we sometimes use data developed by sources outside AQUA WSC. Therefore, AQUA Water Supply Corporation cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users of the information displayed in this map are strongly cautioned to verify all information before making any decisions. This map and its data are the intellectual property of Aqua Water Supply Corporation. Unauthorized distribution, reproduction, or use of this map or the data contained therein is strictly prohibited without explicit written permission from Aqua Water Supply Corporation.



November 2, 2021

Trey Job
Assistant City Manager for Community Development
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Re: Retail Water Utility Service to Properties Located in the City of Bastrop's Extra Territorial Jurisdiction and within Aqua Water Supply Corporation's Retail Water CCN Service Area

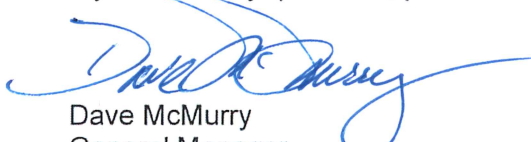
Dear Mr. Trey Job:

The purpose of this letter is to demonstrate the agreement between Aqua Water Supply Corporation (Aqua WSC) and the City of Bastrop that authorizes the City of Bastrop to provide retail water service to a select number of properties currently served by Aqua WSC. These properties are located in Aqua WSC's retail water Certificate of Convenience and Necessity (CCN) service area and within the Extra Territorial Jurisdiction (ETJ) of the City of Bastrop. In general, these properties lie along Hasler Shores Drive, Shoreline Drive, and other nearby municipal roadways. Attachment 1 details the properties currently served by Aqua WSC to be transferred to retail water service provided by the City of Bastrop.

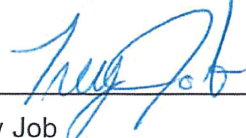
Aqua WSC's water line serving these properties is of considerable length, is dedicated to serving only these properties, and is increasingly requiring intensive maintenance. It is Aqua WSC's understanding that the City of Bastrop has sufficient water lines and capacity near this area to serve the identified properties. Attachment 1 specifies the resident's properties to be transferred to the City of Bastrop's retail service. At some time in the future, Aqua WSC and the City of Bastrop will work together to transfer the affected CCN from Aqua WSC to the City of Bastrop. However, for the purpose of this letter, the authorization by Aqua WSC for the City of Bastrop to serve the identified properties should be considered permanent.

If the City of Bastrop is agreeable to these conditions, please indicate your acceptance of them by signing below and returning a signed copy of this letter to me.

If you have any questions, please contact me.


Dave McMurry
General Manager
Aqua Water Supply Corporation

Acknowledgement / Agreement:



Trey Job
Assistant City Manager
City of Bastrop

Date: 2-10-22



415 Old Austin Hwy.
Drawer P
Bastrop, TX 78602
512-303-3943
www.aquawsc.com

May 23rd, 2025

Sylvia Carrillo-Trevino
City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Re: Supplemental Agreement Regarding Water Service to Hasler Shores Area

Dear Mrs. Sylvia Carrillo-Trevino,

This letter serves as a supplemental agreement to the previously executed February 10, 2022 letter agreement between Aqua Water Supply Corporation (Aqua WSC) and the City of Bastrop regarding the permission by Aqua WSC for the City of Bastrop to provide retail water utility service for the area referred to as Hasler Shores, located within Aqua WSC's Certificate of Convenience and Necessity (CCN) and within the City of Bastrop's Extraterritorial Jurisdiction (ETJ).

As per the 2022 agreement, Aqua WSC authorized the City of Bastrop to provide water service to properties in the Hasler Shores area and agreed to work in good faith toward the transfer of retail water CCN rights necessary to formalize that transition.

Since that time, Aqua WSC has agreed to take the following actions at its sole cost:

- Install approximately 1,000 linear feet of 6-inch water line to connect the existing City of Bastrop 8-inch water main on Hassler Shores Drive to the existing 2-inch Aqua WSC water line located along Shoreline Drive.

These improvements are being made in anticipation of the complete transfer of water service responsibilities to the City of Bastrop for the Hasler Shores service area.

In consideration of Aqua WSC's investment in the above-mentioned infrastructure improvements, we respectfully request the following assurances and commitments from the City of Bastrop:

- The City of Bastrop agrees to take over retail water service responsibilities for the Hasler Shores area promptly upon completion of the aforementioned water line improvements.
- Both parties shall coordinate to ensure timely and appropriate notice is provided to all impacted customers regarding the transition of service.

Aqua WSC will install a closed valve at a mutually agreed upon location to isolate its system from the City of Bastrop's water system. The City of Bastrop agrees that this valve shall remain closed unless otherwise agreed in writing by both parties.

Aqua WSC agrees that all water infrastructure north of the closed valve, including the new 6-inch main installed by Aqua WSC and any associated fittings or appurtenances, shall be conveyed to and accepted by the City of Bastrop upon written agreement of Aqua WSC and the City of Bastrop.

If these terms are acceptable, please indicate the City's agreement by signing below and returning a signed copy of this letter to Aqua WSC.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Dacy Cameron, P.E.
General Manager
Aqua WSC

Acknowledgement and Agreement:

The City of Bastrop hereby agrees to the terms outlined above.



Sylvia Carrillo-Trevino
City Manager
City of Bastrop

Date: 5/10/05



415 Old Austin Hwy.
Drawer P
Bastrop, TX 78602
512-303-3943
www.AquaWSC.com

IMPORTANT NOTICE REGARDING YOUR WATER SERVICE

To: Customers in the Hasler Shores Area
From: Aqua Water Supply Corporation and the City of Bastrop

Change in Retail Water Service Provider

This notice is to inform you of an upcoming change in the entity that will provide your retail water service.

What is changing

Effective, retail water service for properties in the Hasler Shores area will start to transition from Aqua Water Supply Corporation (Aqua WSC) to the City of Bastrop.

This change is being made pursuant to agreements between Aqua WSC and the City of Bastrop and is part of a planned transition of water service responsibilities for this area.

What is NOT changing

- Your water service will not be interrupted as part of this transition.
- There is no action required from you at this time.
- Your water rates will not change at this time. Aqua WSC and the City of Bastrop are pursuing the approval of the Public Utility Commission of Texas (PUC) to transition the provision of retail water utility services on a permanent basis and your water rates may be affected by that transition.
- Existing water infrastructure will continue to provide service during and after the transition.

Billing and customer service

Beginning on or after the effective date:

- You will receive water bills from the City of Bastrop
- Customer service, billing inquiries, and service requests should be directed to the City

City of Bastrop – Water Utilities

Phone: (512) 332-8830

Website: <https://www.cityofbastrop.org/>

Until that date, Aqua WSC will continue to handle billing and customer service.

Why this change is occurring

The City of Bastrop has water infrastructure in place to serve the Hasler Shores area, and both utilities have agreed that the City will assume long-term responsibility for providing retail water service. Aqua WSC and the City have coordinated this transition to ensure continuity of service and regulatory compliance.

Regulatory information

Aqua WSC currently holds the Certificate of Convenience and Necessity (CCN) for this area. The utilities are coordinating the appropriate regulatory steps with the PUC to formalize this transition. The transition of operating and billing responsibility to the City of Bastrop is the first step in the overall transition. You will receive notice of the filing of the application at the PUC requesting PUC approval of the permanent transition of the water utility service for the Hasler Shores area. You are not required to take any action as part of the transition process.

Questions

If you have questions about this change:

- Contact Aqua WSC prior to the effective date
- Contact the City of Bastrop after the effective date

We appreciate your cooperation and thank you for allowing us to continue providing safe and reliable water service during this transition.

Sincerely,

Dacy Cameron, P.E.
General Manager
Aqua Water Supply Corporation

Sylvia Carrillo-Trevino
City Manager
City of Bastrop

CC:

Andres Rosales, Assistant City Manager, City of Bastrop
Curtis Hancock, Director of Water and Wastewater, City of Bastrop
Christina Davis, Utility Billing Manager, City of Bastrop
Vivianna Nicole Andres, Assistant to the City Manager, City of Bastrop



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act on Resolution No. R-2026-62, amending the Master Fee Schedule, General Provisions - Parks and Recreation, adopting a fee structure for the Hunters Crossing Pool, as attached in Exhibit A.

AGENDA ITEM SUBMITTED BY:

Jason Alfaro, Parks and Recreation Director

BACKGROUND/HISTORY:

The Parks and Recreation Advisory Board met on April 2, 2026 to discuss fees associated with the newly acquired Hunters Crossing pool.

The Parks and Recreation Board is recommending the fee structure below for the Hunters Crossing Pool to be incorporated in the Master Fee Schedule under Parks and Recreation.

Hunter's Crossing Pool	Fees Daily
Entrance Fee – 14+ years and older	\$4.00
Entrance Fee – 6-13 years old	\$2.00
Entrance Fee – Under 6 years old	No fee
Reservations	\$300 per 2-hour block

Additionally, the City of Bastrop has nine adopted focus areas to guide Council and Staff policy decisions. Focus area number four is "Fiscal Responsibility," which is defined as:

"Manage resources in a responsible and efficient manner aligned with the city's strategic goals by minimizing financial burdens to residents."

The adoption of this fee structure will meet the intent of the Fiscal Responsibility Focus Area.

RECOMMENDATION:

Move to approve Resolution No. R-2026-62, amending the Master Fee Schedule, General Provisions - Parks and Recreation, adopting a fee structure for the Hunter's Crossing Pool.

ATTACHMENTS:

1. Resolution No. R-2026-62
2. Exhibit A: Redline Master Fee Schedule

RESOLUTION NO. R-2026-62

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AMENDING THE MASTER FEE SCHEDULE, GENERAL PROVISIONS – PARKS AND RECREATION, ADOPTING A FEE STRUCTURE FOR THE HUNTERS CROSSING POOL, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (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 Parks and Recreation Advisory Board met on April 2, 2026, to discuss fees associated with the newly acquired Hunter’s Crossing Pool and recommended that the fee structure attached in Exhibit A be incorporated into the Master Fee Schedule under Parks and Recreation; and

WHEREAS, Ordinance No. 2025-16 allows for the adoption of fees to the Master Fee Schedule by resolution; and

WHEREAS, the Bastrop City Council has determined that the changes recommended are in the best interest of the City and its citizens and should be adopted.

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. Exhibit A Master Fee Schedule – Parks and Recreation is hereby amended as set forth with underlines being additions and ~~strikethroughs~~ being deletions as reflected in Exhibit A.

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. Severability: Should any portion or part of this Resolution be held invalid for any reason 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. Effective Date: This Resolution shall take effect immediately from and after its passage.

Section 6. Proper Notice & Meeting: 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 28th day of April 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscerello, City Secretary



APPROVED AS TO FORM:

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



CITY OF BASTROP
MASTER FEE SCHEDULE

Adopted March 11, 2025, by Ordinance No. 2025-16

Updated

June 17, 2025

October 21, 2025

January 13, 2026

February 10, 2026

April 28, 2026

Parks and Recreation

Item 8H.

20% Discount for City of Bastrop Residents	
Description	Amount of Fee/Deposit
Noncommercial/Non-Profit fees and deposits	
Pavilions (including BBQ pits when available) and concession stand. Schedule for noncommercial/non-profit 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 Per 4-hour block
101-200 Patrons	\$100.00/\$150.00 Per 4-hour block
201-300 Patrons	\$150.00/\$250.00 Per 4-hour block

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.	\$0.00/\$50.00
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Multipurpose fields	
Schedule for non-commercial/non-profit 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 Per 4-hour block
101-300 Patrons	\$75.00/\$150.00 Per 4-hour block
301-500 Patrons	\$100.00/\$200.00 Per 4-hour block

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/Pickleball & Basketball courts	\$4.00 per 4-hour block
Tennis/Pickleball & Basketball courts-limited lighting available	\$10.00 per hour (6-10 pm)
Disc Golf Tournaments	\$125 (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/For Profit fees and deposits:	
Pavilions (including BBQ pits when available). Schedule for commercial/for profit 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 Per 4-hour block
101-200 patrons	\$200.00/\$300.00 Per 4-hour block
201-300 patrons	\$300.00/\$400.00 Per 4-hour block
Greater than 300	Special event permit required
Multipurpose fields	
Schedule for commercial/for profit 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 Per 4-hour block
101-200 patrons	\$250.00/\$400.00 Per 4-hour block
201-500 patrons	\$400.00/\$600.00 Per 4-hour block
Additional Park amenities fees commercial/for profit 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	\$10.00 each
Barricades Type II	\$25.00 each
Barricades Type III	\$30.00 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/for profit 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-hour block
Rodeo Arena Rental-4-hour block after dark	100.00
4-hour block after dark security deposit	\$200.00 per 4-hour 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)	\$50.00 per day
Concession stand/kitchen	See concession stand agreement

Dog training	
Dog training classes in Bark Park only per class	\$25
Deposit	\$50
Concession Vendors in the Parks	
Food and Drink vendors, with proper health permits	\$50 per day
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
<u>Hunter's Crossing Pool</u>	<u>Fees Daily</u>
<u>Entrance Fee – 14+ years and older</u>	<u>\$4.00</u>
<u>Entrance Fee – 6-13 years old</u>	<u>\$2.00</u>
<u>Entrance Fee – Under 6 years old</u>	<u>No fee</u>
<u>Reservations</u>	<u>\$300.00 per 2-hour block</u>



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act to approve the Bastrop City Council minutes from the April 14, 2026, Regular Meeting.

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, TRMC, Assistant City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council minutes from the April 14, 2026, Regular Meeting.

ATTACHMENTS:

- DRAFT April 14 Regular Meeting Minutes

CITY OF BASTROP

BASTROP CITY COUNCIL

REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, April 14, 2026

The Bastrop City Council met at a Regular Meeting at 6:30 p.m. on Tuesday, April 14, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Ishmael Harris
 Mayor Pro-Tem John Kirkland
 Council Member Cynthia Meyer
 Council Member Kerry Fossler
 Council Member Perry Lowe
 Council Member Kevin Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
 City Attorney Charlie Zech
 City Secretary Michael Muscarello
 Assistant City Secretary Victoria Psencik
 Assistant to the City Manager Vivianna Andres
 Public Information Manager Colin Guerra
 Assistant City Manager Andres Rosales
 Finance Director Judy Sandroussi
 Police Lieutenant Daniel McManus
 Executive Assistant to City Manager Taylor Andry
 Development Services Director James Cowey
 Parks and Recreation Director Jason Alfaro
 Streets and Drainage Director Lance Dodge
 Water and Wastewater Director Curtis Hancock
 Senior Planner Brittany Epling
 Project Manager Elizabeth Wick

1. CALL TO ORDER

With a quorum present, Mayor Harris called the Regular City Council Meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags

Liliana Trejo-Martinez and Alyson Jimenez-Cedillo, students from Camino Real Elementary led the Pledge of Allegiance.

3. INVOCATION

City of Bastrop Police Chaplain Ketrich Steger delivered the Invocation.

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

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

4D. **PROCLAMATIONS**

A. Air Quality Awareness

B. Community Development Week

C. Child Abuse Prevention Month

The proclamation for Child Abuse Prevention Month was read into the record by Mayor Harris and accepted by CASA of Bastrop, Fayette, and Lee Counties.

The proclamation for Air Quality Awareness Week was read into the record by Mayor Harris.

The proclamation for Community Development Week was read into the record by Mayor Harris.

5. **WORK SESSIONS / BRIEFINGS – NONE**

6. **STAFF AND BOARD REPORTS**

6A. **Receive a presentation on the unaudited Monthly Financial Report for the period ending February 2026.**

Submitted and Presented by: Judy Sandroussi, Finance Director

7. **CITIZEN COMMENT(S)**

Citizen(s) addressing the City Council on an item, not on the agenda: Reta Ward and Jimmy Crouch.

Citizen(s) that did **not** speak to the City Council but submitted a comment on an item on the agenda: Judith Hoover (Bastrop Development Code), Steve Durhman (Items 9F & 9G), Kristi Koch (Items 9F & 9G), Gary Schiff (Items 9F & 9G), Tess Dula (Items 9F & 9G), Donald Barron (Bastrop Development Code), Joey Najera (Items 9F & 9G), Rick Neff (Item 9G), Derek Quinn (Items 9F & 9G), Charuvica Mathew (Items 9F & 9G), Bijo Mathew (Items 9F & 9G), James Oliyil (Items 9F & 9G), Abraham Joseph (Items 9F & 9G), Alex Thomas (Items 9F & 9G), and Cyriac Chandy (Items 9F & 9G).

10. **EXECUTIVE SESSION**

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 7:03 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

10A. **Section § 551.074 to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.**

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

Mayor Harris reconvened the City Council into the Open Session at 7:48 p.m. and called for any action as a result of the Executive Session.

- 10A. **Section § 551.074 to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.**

No action was taken on Item 10A.

8. CONSENT AGENDA

- 8A. **Consider and act on the first reading of Ordinance No. 2026-02, ratifying, confirming, and reapproving Ordinance No. 2024-24, which abandoned, vacated, and closed a portion of Madison Street right-of-way and a portion of Houston Street right-of-way, north of State Highway 71 and south of Government Street, as described in Exhibit A; and move to include on the April 28, 2026 meeting for a second reading.**

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

- 8B. **Consider and act on the first reading of Ordinance No. 2026-10, amending the Code of Ordinances, Section 1.15.009(h)(1), regarding abuse of position, to add “physical or mental disability” to the list of protected classes; and move to include on the April 28, 2026 meeting for a second reading.**

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

- 8C. **Consider and act on Resolution No. R-2026-52, accepting a donation from the LCRA Steps Forward Program in the amount of \$1,000.00 (one thousand dollars and no cents).**

Submitted by: Jason Alfaro, Director of Parks and Recreation

- 8D. **Consider and act to approve the Bastrop City Council minutes from the March 24, 2026, Regular Meeting.**

Submitted by: Victoria Psencik, TRMC, Assistant City Secretary

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. No request was made to remove an item.

MOTION: Mayor Pro-Tem Kirkland moved to approve the Consent Agenda as presented after Mayor Harris read Items 8A and 8B into the record. Council Member Meyer seconded the motion. Motion carried unanimously.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. **Consider and act to approve Resolution No. R-2026-53 confirming the Mayor's appointment to the Zoning Board of Adjustment.**

Submitted and Presented by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

MOTION: Council Member Plunkett moved to approve Resolution No. R-2026-53 with the appointment of Judith Hoover to the Zoning Board of Adjustment. Council Member Fossler seconded the motion. Motion carried unanimously.

9B. **Consider and act on Resolution No. R-2026-49, authorizing the City Manager to approve Change Order #2 to the Construction Contract with Jay-Reese Contractors, Inc. for the construction of Old Iron Bridge Rehabilitation.**

Submitted and Presented by: Elizabeth Wick, CFM, Project Manager

MOTION: Council Member Plunkett moved to approve Resolution No R-2026-49 as presented. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

9C. **Consider and act on Resolution No. R-2026-50, authorizing the City Manager to approve Change Order #3 to the Construction Contract with Jay-Reese Contractors, Inc. for the construction of Old Iron Bridge Rehabilitation.**

Submitted and Presented by: Elizabeth Wick, CFM, Project Manager

MOTION: Council Member Meyer moved to approve Resolution No. R-2026-50 as presented. Council Member Lowe seconded the motion. Motion carried unanimously.

9D. **Consider and act on the first reading of Ordinance No. 2026-13, establishing a 0.84-acre tract located southeast of Grady Tuck Lane, northwest of Loop 150 and south of Old Austin Highway and further identified as Lot 3 of the Adell Powell Subdivision, Cabinet 4, PG 6B, P.R.B.C.T, Parcel 66319, Bastrop, Texas, as designated parkland, and move to include on the April 28, 2026, meeting for a second reading.**

Submitted and Presented by: Jason Alfaro, Director of Parks and Recreation

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2026-13 as presented and include on the April 28, 2026, Agenda for a second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

9E. **Consider and act on the second reading of Ordinance No. 2026-05, a request for a Zoning Concept Scheme to rezone the project site from P3 Neighborhood to P5 Core, for the area described as being 2.55 +/- acres out of the Building Block 120, East of Jackson Street, located at 1811 Jasper Street, within the city limits of Bastrop.**

Submitted and Presented by: Brittany Epling, Senior Planner

MOTION: Council Member Plunkett moved to approve the second reading of Ordinance No. 2026-05 as presented. Council Member Fossler seconded the motion. Motion carried unanimously.

- 9F. **Consider and act on the second reading of Ordinance No. 2026-06, repealing the Bastrop Building Block Code (Current Unified Development Code), and adopting the Bastrop Development Code (BDC) as Chapter 14 of the Code of Ordinances, as shown in Exhibit A.**

Submitted and Presented by: Brittany Epling, Senior Planner

Citizen Comment submitted specifically for Item 9F that **did** speak: Joe Grady Tuck and Jimmy Crouch.

MOTION: Council Member Plunkett moved to approve the second reading of Ordinance No. 2026-06 with the striking of *Section 14.02.005 "Restrictions on Dwellings" B. "Restrictions on dwellings"*. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

- 9G. **Consider and act on the second reading of Ordinance No. 2026-07 to adopt a Comprehensive Zoning Map Amendment, as shown in Exhibit A.**

Submitted and Presented by: Brittany Epling, Senior Planner

MOTION: Mayor Pro-Tem Kirkland moved to approve the second reading of Ordinance No. 2026-07 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9H. **Consider and act on the second reading of Ordinance No. 2026-08, to approve amendments to the subdivision regulations and codification as Chapter 10, as shown in Exhibit A.**

Submitted and Presented by: Brittany Epling, Senior Planner

MOTION: Mayor Pro-Tem Kirkland moved to approve the second reading of Ordinance No. 2026-08 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9I. **Consider and act on the second reading of Ordinance No. 2026-09, amending the Code of Ordinances Chapter 1 "General Provisions", by repealing Section 1.13.05 "Trees on Private Property"; as shown in Exhibit A and replacing it with Chapter 14, "Bastrop Development Code", Article 14.06 "Tree Preservation and Mitigation" as shown in Exhibit B.**

Submitted and Presented by: James E. Cowey, Development Services Director

MOTION: Mayor Pro-Tem Kirkland moved to approve the second reading of Ordinance No. 2026-09 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9J. **Consider and act on the first reading of Ordinance No. 2026-12, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and the Texas Water Development Board regulations.**

Submitted and Presented by: Curtis Hancock, Director of Water & Wastewater

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2026-12 as presented and include on the April 28, 2026 agenda. Council Member Fossler seconded the motion. Motion carried unanimously.

- 9K. **Consider and act on Resolution No. R-2026-48, approving a construction contract with Texas Utilities (Corix) for a not-to-exceed amount of One Hundred Sixty-Four Thousand, Three Hundred, Seventy Dollars and Zero Cents (\$164,370.00) for the Texas Utilities (Corix) Force Main Extension.**

Submitted and Presented by: Curtis Hancock, Director of Water & Wastewater

MOTION: Council Member Plunkett moved to approve Resolution No. R-2026-48 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9L. **Consider and act on Resolution No. R-2026-51, approving an Engineering contract with Walker Partners, for a not-to-exceed amount of Two Hundred Sixty-Six Thousand, One Hundred Seventy Dollars and Zero Cents (\$266,170.00) for engineering services for the design of relocation of the outfall for Waste Water Treatment Plant (WWTP) #3.**

Submitted and Presented by: Curtis Hancock, Director of Water & Wastewater

MOTION: Council Member Plunkett moved to approve Resolution No. R-2026-51 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9M. **Consider and act on Resolution No. R-2026-54 appointing reUse Engineering as the engineer of record for the Waste Water Treatment Plant (WWTP) #3 expansion.**

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

MOTION: Council Member Plunkett moved to approve Resolution No. R-2026-54 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9N. **Consider and act on:**

A. The first reading of Ordinance No. 2026-14 to amend the FY 2026 Operating Budget by \$2,047,950.37 from Street Reserve Fund (110-3000 Fund Balance) to Street Operations Fund reducing Fund (110-3000 Fund Balance) from \$3,688,984.17 to \$1,641,034.17 and increasing the operating Street Fund (110-18-00-6132 Street Improvements) by \$1,761,867.60 and \$286,082.77 (110-18-00-6010 Equipment – Capital Outlay) and include on the April 28, 2026, meeting for the second reading.

B. Resolution No. R-2026-56 approving the purchase of a street roller from Dynapac, Sourcewell Vendor No. 060122 in an amount not to exceed \$214,311.00 from Street Operations Fund (110-18-00-6010 Equipment – Capital Outlay).

C. Resolution No. R-2026-57 approving the purchase of various skidster attachments from Bobcat, Inc, BuyBoard Vendor No. 788-25 in an amount not to exceed \$71,771.77 from Street Operations Fund (110-18-00-6010 Equipment – Capital Outlay).

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

ORIGINAL MOTION: Council Member Meyer moved to approve Item 9N, Letter A (Ordinance No. 2026-14 first reading) as presented. Council Member Plunkett seconded the motion.

Mayor Pro-Tem Kirkland made **amendments** to the original motion to add to the approval of Item 9N, Letter B (Resolution No. R-2026-56), Item 9N, Letter C (Resolution No. R-2026-57), and correction of the fund balance in Ordinance No. 2026-14 from \$1,641,034.17 to correct amount of \$1,621,033.80.

Council Member Meyer (original motion maker) and Council Member Plunkett (original seconder to motion) agreed to amendmements listed above.

AMENDED MOTION: Council Member Meyer moved to approve Item 9N, Letter A (Ordinance No. 2026-14 first reading); Item 9N Letter B (Resolution No. R-2026-56); Item 9N, Letter C (Resolution No. R-2026-57); and correction of the fund balance in Ordinance No. 2026-14 from \$1,641,034.17 to correct amount of \$1,621,033.80. Council Member Plunkett seconded the motion. Motion carried unanimously.

12. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the April 14th Regular Meeting at 9:07 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act on Resolution No. 2026-55, adopting, amending, or redacting fees in the Master Fee Schedule, related to Building Regulation Fees, Development Fees, and Fire Prevention and Protection Fees; as attached in Exhibit A.

AGENDA ITEM SUBMITTED BY:

James E. Cowey, Development Services Director

BACKGROUND/HISTORY:

The City of Bastrop proposes to amend its existing fee schedule to enhance clarity, eliminate fees associated with processes being repealed under the B3 Code, and establish new fees as necessary to ensure consistency with the Bastrop Development Code.

- With the adoption of the Bastrop Development Code, Neighborhood Regulating Plans and Warrants will be removed from the development review process.
- Zoning applications will remain in use; however, the concept plan requirement has been eliminated. Accordingly, the application title and associated fees have been revised.
- Fees related to additional accessory buildings and structures are being removed to align with current building code requirements. These will be consolidated under a single permit rather than administered as multiple permits.
- Clarifying language has been added to Stand-Alone Trade Permits to distinguish them from attachment permits.
- Variance permit fees are being amended to reflect the fee structure established by Ordinance 2023-08, which previously revised these fees.
- Mural permits and conditional use permits are new processes established under the Bastrop Development Code, and corresponding review fee structures have been incorporated.
- Mobile Food Vendor Inspection Fee proposed to be established for the fire inspections that will be performed to ensure fire codes are being met.

Additionally, the City of Bastrop has nine adopted focus areas to guide Council and Staff policy decisions. Focus area number four is “Fiscal Responsibility,” which is defined as:

“Manage resources in a responsible and efficient manner aligned with the city's strategic goals by minimizing financial burdens to residents.”

The adoption of this fee structure will meet the intent of the Fiscal Responsibility Focus Area.

FISCAL IMPACT:

Warrants: A total of nine (9) warrant applications were submitted in 2025, each with an associated fee of \$60, resulting in total revenue of \$540, this process will now be a zoning variance with a fee of \$500 per application resulting in a revenue of \$3,000 for those applications.

Neighborhood Regulating Plans: No applications for neighborhood regulating plans have been submitted since 2023. In that year, one (1) application was received, generating a total of \$1,306, which included a \$250 completeness review fee. No loss in revenue in the past year.

Zoning Variance: No zoning variance applications have been submitted since 2021. The most recent application generated a total of \$3,931, inclusive of a \$250 completeness review fee and a \$175 administrative fee. This fee was just updated to reflect the changes that were made in 2023 with Ordinance 2023-08.

Sign Variance: This fee was just updated to reflect the changes that were made in 2023 with Ordinance 2023-08.

Subdivision Variance: The most recent application generated a total of \$3,931, inclusive of a \$250 completeness review fee and a \$175 administrative fee. This fee was just updated to reflect the changes that were made in 2023 with Ordinance 2023-08.

Floodplain Variance: No floodplain variance applications have been submitted since 2021. Fees were not assessed for the most recent case, as the permit was ultimately canceled. This fee was just updated to reflect the changes that were made in 2023 with Ordinance 2023-08.

Mural Permits: This is a newly introduced application category, and with 2 future submissions being anticipated, the gain in revenue would be at least about \$300.

Conditional Use Permit: This is also a newly introduced application category, and with 2 future submissions being anticipated, the gain in revenue would be at least \$5,000.

Rezoning Requests: A total of three (3) applications were submitted in 2025, with varying fees amounting to \$8,634 in total. The fee has since been reduced to align with the conditional use permit rate, resulting in an estimated revenue reduction of \$500 per application.

Park Enrichment Fee: The fee was changed to match Ordinance 2025-19 that was passed pertaining parkland dedication.

Mobile Food Vendor Fire Inspection Fees: There were 17 applications that were submitted in 2025, if the same pattern is followed the amount we would receive for this fee would be \$1,275.

Flatwork Permits: With 2 future submissions being anticipated, the gain in revenue would be at least \$1,600.

RECOMMENDATION:

Move to approve Resolution No. 2026-55, adopting, amending, or redacting fees in the Master Fee Schedule, related to Building Regulation Fees, Development Fees, and Fire Prevention and Protection Fees; as attached in Exhibit A.

ATTACHMENTS:

1. Resolution No. 2026-55
2. Exhibit A: Redline Master Fee Schedule
3. Exhibit B: Final Master Fee Schedule

RESOLUTION NO. R-2026-55

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, ADOPTING, AMENDING, OR REDACTING FEES IN THE MASTER FEE SCHEDULE, RELATED TO BUILDING REGULATION FEES, DEVELOPMENT FEES, AND FIRE PREVENTION AND PROTECTION FEES; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Consider and act on Resolution No. 2026-55, adopting, amending, or redacting fees in the Master Fee Schedule, related to Building Regulation Fees, Development Fees, and Fire Prevention and Protection Fees; as attached in Exhibit A.

WHEREAS, the City of Bastrop (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 of certain fees for licenses, permits, and services provided by the City related to fees associated with various development processes; and

WHEREAS, Ordinance No. 2025-16 allows for the adoption of fees to the Master Fee Schedule by resolution; and

WHEREAS, the Bastrop City Council has determined that the changes recommended are in the best interest of the City and its citizens and should be adopted.

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. Exhibit A Master Fee Schedule – Cemetery is hereby amended as set forth with underlines being additions and ~~strikethroughs~~ being deletions as reflected in Exhibit A.

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. Severability: Should any portion or part of this Resolution be held invalid for any reason 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. Effective Date: This Resolution shall take effect immediately from and after its passage.

Section 6. Proper Notice & Meeting: 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 28th day of April 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscerello, City Secretary

APPROVED AS TO FORM:

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





CITY OF BASTROP
MASTER FEE SCHEDULE

Adopted March 11, 2025, by Ordinance No. 2025-16

Updated

June 17, 2025

October 21, 2025

January 13, 2026

February 10, 2026

April 14, 2026

Building Regulations

Item 9A.

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
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
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 <u>for the first \$500,000</u> 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	\$320 215
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 <u>over 7 feet and flatwork</u>	\$190
<u>Commercial Foundation and Flatwork Permit</u>	<u>\$500</u>
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/ Building – 201 sf and up	\$320 160
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 <u>over 7 feet</u> and flatwork	\$125
Residential Miscellaneous Inspections	\$125
Residential reinspection (per inspection)	\$150
Residential Minimum Permit Fees, if no listed fees are applicable	\$125
<u>Residential Foundation and Flatwork Permits</u>	<u>\$300</u>
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	Item 9A.
Commercial <u>stand-alone</u> 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 Attachment Permit	\$125	
Residential <u>Stand-Alone</u> 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 <u>Stand-Alone</u> 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 <u>Stand-Alone</u> 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 <u>Stand-Alone</u> 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	Item 9A.
Residential <u>Stand-Alone</u> 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	
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 spa	Item 9A.
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

DEVELOPMENT FEES

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

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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
Agreement Recordation with the County	\$150 + fees charged by the County
Subdivision	
Preliminary Plat Review (plus 5% administration fee)	\$1,706 + \$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	\$1,500 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 per hour
<p>*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.</p>	
Public Improvement Plan Agreement Review	\$3,156 + all professional fees*
Conceptual Drainage Plan Review	\$1,266
Preliminary Drainage Plan Review	\$2,421
Final Drainage Plan Review	\$1,581
Preliminary Infrastructure Plan Review	\$2,001
Subdivision Variance Review	\$500 \$3,681
Plat Recordation with the County	\$150 + fees charged by the County
Platting Exemption Determination	\$50
License Agreement Review	\$3,156 + professional fees*
Land Disturbance Permit	\$216
License to Encroach Review, Easement	\$531 + professional fees*
License to Encroach Review, Right-of-Way	\$794 + professional fees*
Traffic Impact Analysis Review	\$557 + professional fees*

Right-of-Way Vacation Review	\$1,791 + professional fees*
Easement Vacation Review	\$899 + professional fees*
Neighborhood Regulating Plan	\$1,056
Development Fees In Lieu	
Tree Mitigation	\$400 per one (1) caliper inch
Tree Mitigation Non-Compliance	\$800 per one (1) caliper inch
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	\$500 250 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	
Rezoning Request Review Zoning Concept Scheme Review (greater than or equal to 3.4 acres) (plus 5% administration fee)	\$3,006 + \$200 per acre (rounded up) \$2,500 + \$200 per acre above 5 acres
Zoning Concept Scheme Review (less than 3.4 acres)	\$1,581
Planned Development <u>District</u> Zoning Amendment Review (plus 5% administration fee)	\$9,006 + \$200 per acre (rounded up)
Zoning Variance Review	\$500 3,681
B³ 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
<u>Conditional Use Permit Reviews</u>	<u>\$2,500 + \$200 per acre above 5 acres</u>
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	\$5003,681
Work without Permit	100% the fee per sign type
<u>Mural Permit Review</u>	<u>\$106 plus \$1 per square foot</u>
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	

Fire Prevention and Protection

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
<u>Mobile Food Vendor Inspection Fee</u>	<u>\$75</u>



CITY OF BASTROP
MASTER FEE SCHEDULE

FY 2025

Adopted March 11, 2025, by Ordinance No. 2025-16

Updated

June 17, 2025
October 21, 2025
January 13, 2026
February 10, 2026
April 14, 2026

GENERAL PROVISIONS

Item 9A.

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 and Recreation

Item 9A.

20% Discount for City of Bastrop Residents	
Description	Amount of Fee/Deposit
Noncommercial/Non-Profit fees and deposits	
Pavilions (including BBQ pits when available) and concession stand. Schedule for noncommercial/non-profit 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 Per 4-hour block
101-200 Patrons	\$100.00/\$150.00 Per 4-hour block
201-300 Patrons	\$150.00/\$250.00 Per 4-hour block

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.	\$0.00/\$50.00
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Multipurpose fields	
Schedule for non-commercial/non-profit 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 Per 4-hour block
101-300 Patrons	\$75.00/\$150.00 Per 4-hour block
301-500 Patrons	\$100.00/\$200.00 Per 4-hour block
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/Pickleball & Basketball courts	\$4.00 per 4-hour block
Tennis/Pickleball & Basketball courts-limited lighting available	\$10.00 per hour (6-10 pm)
Disc Golf Tournaments	\$125 (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/For Profit fees and deposits:	
Pavilions (including BBQ pits when available). Schedule for commercial/for profit 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 Per 4-hour block
101-200 patrons	\$200.00/\$300.00 Per 4-hour block
201-300 patrons	\$300.00/\$400.00 Per 4-hour block
Greater than 300	Special event permit required
Multipurpose fields	
Schedule for commercial/for profit 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 Per 4-hour block
101-200 patrons	\$250.00/\$400.00 Per 4-hour block
201-500 patrons	\$400.00/\$600.00 Per 4-hour block
Additional Park amenities fees commercial/for profit 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	\$10.00 each
Barricades Type II	\$25.00 each
Barricades Type III	\$30.00 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/for profit 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-hour block
Rodeo Arena Rental-4-hour block after dark	100.00
4-hour block after dark security deposit	\$200.00 per 4-hour 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)	\$50.00 per day
Concession stand/kitchen	See concession stand agreement

Dog training	
Dog training classes in Bark Park only per class	\$25
Deposit	\$50
Concession Vendors in the Parks	
Food and Drink vendors, with proper health permits	\$50 per day
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

Item 9A.

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 – Nonprofit meetings; open to the public	\$0.00 per hour
Maynard Conference Room – Community groups or library partners; (See Public Room Policy-Appendix)	\$0.00 per hour
Maynard Conference Room – Commercial, political organizations, or private meetings	\$25.00 for first (2) hours \$10.00 per each additional hour
Pressley Meeting Room – Nonprofit meetings; open to the public	\$0.00 per hour
Pressley Meeting Room – Community groups or library partners; (See Public Room Policy-Appendix)	\$0.00 per hour
Pressley Meeting Room – Commercial, political organizations, or private meetings	\$25.00 for first (2) hours \$20.00 per each additional hour
Supply and Equipment Fees	
Copying/Printing – Black & White, Letter-sized paper (8.5x11")	\$0.10 per page
Copying/Printing – Color, Letter-sized paper (8.5x11")	\$0.50 per page
Copying/Printing – Black & White, Legal-sized paper (8.5x14")	\$0.15 per page
Copying/Printing – Color, Legal-sized paper (8.5x14")	\$0.75 per page
Copying/Printing – Black & White, Ledger-sized paper (11X17")	\$0.20 per page
Copying/Printing – Color, Ledger-sized paper (11X17")	\$1.00 per page
Miscellaneous Fees	
Replacement library card – Regular	\$1.00
Replacement library card – Enhanced	\$3.00
Non-traditional items returned via exterior book drop	\$5.00

Film and Broadcasting

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 9A.

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 9A.

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
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
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

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 for the first \$500,000 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	\$320

Commercial Fences over 7 feet	\$190
Commercial Foundation and Flatwork Permit	\$500
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/Building - 201 sf and up	\$320
Accessory Dwelling Unit Finish-Out	\$500
Residential Fence-over 7 feet	\$125
Residential Miscellaneous Inspections	\$125
Residential reinspection (per inspection)	\$150
Residential Minimum Permit Fees, if no listed fees are applicable	\$125
Residential Foundation and Flatwork	
Other fees not listed above	
Appeal to Construction Standards Board	\$500
Solar System	\$125

Description	Amount of fee/Deposit
Electricity – electrical code	
Electrical Construction	
Commercial attachment permit.	\$215
Commercial Stand-Alone 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 Attachment Permit	\$125
Residential Stand-Alone 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 Stand-Alone 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 Stand-Alone 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 Stand-Alone 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 Stand-Alone 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	\$1,000
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 9A.

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

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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 9A.

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
Mobile Food Vendor Inspection Fee	\$75

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
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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

EXHIBIT B

Trade Show/Exhibit Permit Permit required for all events classified as trade shows, exhibits, or garden shows	\$100
Trade Show/Exhibit Additional Floor Plan Review	\$50

Item 9A.

Municipal Court

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

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Over 50,000 gallons	\$3.87
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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
5,501 – 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

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
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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. **
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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)

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Solid Waste and Recycling

Item 9A.

Description	Amount of fee/Deposit
Residential Solid Waste	
Amount of service charges	
Residential Service monthly charge	\$18.59
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
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)	Item 9A.
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
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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
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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
Failure to Move/Remove Facilities Penalty	\$5

DEVELOPMENT FEES

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
Misc Plan Review	50% of original review fee
Agreement Recordation with the County	\$150 + fees charged by the County
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
Subdivision Variance Review	\$500
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*

Development Fees In Lieu	
Tree Mitigation	\$400 per one (1) caliper inch
Tree Mitigation Non-Compliance	\$800 per one (1) caliper inch
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	\$500 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	
Rezoning Request Review	\$2,500 + \$200 per acre above 5 acres

Planned Development District Zoning Amendment Review (plus 5% administration fee)	\$9,006 + \$200 per acre (rounded up)
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Zoning Variance Review	\$500
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
Conditional Use Permit Reviews	\$2,500 + \$200 per acre above 5 acres

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
Sign Variance Review	\$500
Work without Permit	100% the fee per sign type
Mural Permit Review	\$106 plus \$1 per square foot

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) 8X8 columbarium niche – Resident of the City of Bastrop	\$1,750
Cost of one (1) 8X8 columbarium niche – Non-Resident of the City of Bastrop	\$2,000
80% of the fee is deposited into the Operating fund	
Cost of one (1) 12X12 columbarium niche – Resident of the City of Bastrop	\$3,300
Cost of one (1) 12X12 columbarium niche – Non-Resident of the City of Bastrop	\$4,000
20% of the fee is deposited into the Permanent Fund	
Recording Fee	\$30

Permit Fee	\$25
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Burial Open/Close fees

Opening and closing of columbarium niche	\$200/occurrence
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: April 28, 2025

TITLE:

Consider and act on Resolution No. R-2026-58, approving a construction contract with Bull G Construction, LLC for a not-to-exceed amount of Six Hundred Twenty-One Thousand Seven Hundred Forty Dollars and Fifty Cents (\$ 621,740.50) for the Sewer Line Pipe Bursting Project on Water Street (Chestnut to Cedar) and Linden Street (Pecan to Hill); authorizing the City Manager to execute all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Curtis Hancock, Director of Water & Wastewater

BACKGROUND/HISTORY:

Pipe bursting is used for sewer mains to replace aging pipe with minimal excavation, significantly reducing damage to landscaping, sidewalks, and driveways. This trenchless method is highly efficient, allowing for faster, more cost-efficient, and less disruptive upgrades to new HDPE pipes.

With the planned road reconstruction of Water Street (Chestnut to Cedar) and Linden Street (Pecan to Hill), we found the sewer main should be replaced now to avoid digging up new pavement later.

The project was posted on March 13, 2026, soliciting bids. Submitted bids were opened on March 31, 2026. We received six bids ranging in cost from \$378,216.00 to \$ 1,215,728.00.

Tejano Utilities provided the lowest bid but did not meet all the requirements, therefore their bid was withdrawn. The next lowest bid was Bull G Construction, LLC at \$621,740.50.

FISCAL IMPACT:

The Pipe Bursting project will be funded by Capital Outlay Series 2023.

RECOMMENDATION:

Approve Resolution No. R-2026-58, awarding a construction contract to Bull G Construction, LLC.

ATTACHMENTS:

- Resolution No. R-2026-58
- Received Bid Tab
- Engineer Recommendation Letter

CITY OF BASTROP, TX

RESOLUTION NO. R-2026-58

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING A CONSTRUCTION CONTRACT WITH BULL G CONSTRUCTION, LLC. FOR A NOT-TO-EXCEED AMOUNT OF SIX HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY DOLLARS AND FIFTY CENTS (\$621,740.50) FOR THE SEWER LINE PIPE BURSTING PROJECT ON WATER STREET (CHESTNUT TO CEDAR) AND LINDEN ST. (PECAN TO HILL) AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND MEETING

WHEREAS, the City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer for the City; and

WHEREAS, the City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, the total cost of the contract shall not exceed Six Hundred Twenty-One Thousand Seven Hundred Forty Dollars and Fifty Cents (\$621,740.50); and

WHEREAS, the City Council of the City of Bastrop finds that entering into a construction contract with Bull G Construction, LLC. is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop, Texas:

Section 1. 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 2: That the City Manager is hereby authorized to execute a construction contract with Bull G Construction, LLC. for a not-to-exceed amount of Six Hundred Twenty-One Thousand Seven Hundred Forty Dollars and Fifty Cents. (\$621,740.50).

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of the Resolution are hereby repealed to the extent of such conflict, and the provisions of the Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. 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 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.

Section 7. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution 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.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 28th day of April, 2026.

APPROVED:

By : _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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

CITY OF BASTROP
 WATER ST. & LINDEN ST. SANITARY SEWER PIPE BURSTING PROJECT
 BEFCO JOB NO. 25-9378
 March 31, 2026

Item No.	Est. Qty.	Units	Description in Words	Tejano Utilities, LLC 725 Carby Rd. Houston, TX 77037		Bull G Construction, LLC 8519 Cedel Dr. Houston, TX 77055		King Solution Services, LLC 13221 Chrisman Rd. Houston, TX 77039		S-Co Inc. 2329 CR 348 Jewett, TX 75846		Southern Trenchless Solutions PO Box 8084 Weslaco, TX 78599		Horseshoe Construction, Inc. 853 Innovation Dr. Bryan, TX 77808	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	LS	Mobilization, Bonds, & Insurance		\$10,000.00		\$29,630.50		\$25,000.00		\$31,000.00		\$58,000.00		Invalid Bid ³
2	1	LS	Traffic Control Plan		\$5,000.00		\$1,000.00 ¹		\$10,500.00		\$8,190.00		\$18,900.00		
3	1	LS	Bypass Pumping		\$5,000.00		\$5,000.00		\$5,000.00		\$35,500.00		\$37,500.00		
4	1	LS	Pre & Post Construction PACP CCTV Inspection		\$3,000.00		\$20,000.00		\$18,240.00		\$20,000.00		\$49,750.00		
5	816	LF	6" Sewer Line replaced with 8" HDPE DIPS DR-13.5 (160 psi) by Pipe Bursting	\$45.00	\$36,720.00	\$40.00	\$32,640.00	\$56.00	\$45,696.00	\$87.00	\$70,992.00	\$93.00	\$75,888.00		
6	2,084	LF	6" Sewer Line replaced with 6" HDPE DIPS DR-13.5 (160 psi) by Pipe Bursting	\$40.00	\$83,360.00	\$40.00	\$83,360.00	\$56.00	\$116,704.00	\$106.00	\$220,904.00	\$91.00	\$189,644.00		
7	94	LF	4" Sewer Line replaced with 6" HDPE DIPS DR-13.5 (160 psi) by Pipe Bursting	\$30.00	\$2,820.00	\$40.00	\$3,760.00	\$75.00	\$7,050.00	\$176.00	\$16,544.00	\$89.00	\$8,366.00		
8	247	LF	6" PVC DR-26 ASTM D2241 (160 psi) Wastewater Piping by Open Cut	\$90.00	\$22,230.00	\$35.00	\$8,645.00	\$98.00	\$24,206.00	\$50.00	\$12,350.00	\$340.00	\$83,980.00		
9	1,007	LF	4" PVC DR-26 ASTM D2241 (160 psi) Wastewater Piping by Open Cut	\$38.00	\$38,266.00	\$35.00	\$35,245.00	\$85.00	\$85,595.00	\$70.00	\$70,490.00	\$155.00	\$156,085.00		
10	4	EA	Manhole Demolition	\$500.00	\$2,000.00	\$2,500.00	\$10,000.00	\$1,000.00	\$4,000.00	\$1,539.00	\$6,156.00	\$1,250.00	\$5,000.00		
11	7	EA	4-Foot Diameter Pre-Cast Concrete Manhole (Full Depth)	\$7,000.00	\$49,000.00	\$10,000.00	\$70,000.00	\$11,500.00	\$80,500.00	\$6,155.00	\$43,085.00	\$12,500.00	\$87,500.00		
12	6	EA	Remove & Replace Manhole Invert and Seal Wall Penetrations	\$500.00	\$3,000.00	\$3,000.00	\$18,000.00	\$850.00	\$5,100.00	\$1,625.00	\$9,750.00	\$900.00	\$5,400.00		
13	1	LS	Remove & Replace Drop Manhole Connections for Existing MH-A2, Water Street STA 3+53.75		\$1,500.00		\$6,000.00		\$3,500.00		\$2,550.00		\$3,500.00		
14	4	EA	Tie-In to Existing 6" Wastewater Line	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$1,800.00	\$7,200.00	\$1,229.00	\$4,916.00	\$1,275.00	\$5,100.00		
15	1	EA	Tie-In to Existing 4" Wastewater Line	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00	\$1,600.00	\$1,600.00	\$1,210.00	\$1,210.00	\$950.00	\$950.00		
16	3	EA	6" Wastewater Service Reconnection	\$1,000.00	\$3,000.00	\$3,000.00	\$9,000.00	\$1,300.00	\$3,900.00	\$1,605.00	\$4,815.00	\$2,100.00	\$6,300.00		
17	37	EA	4" Wastewater Service Reconnection	\$1,000.00	\$37,000.00	\$3,000.00	\$111,000.00	\$1,200.00	\$44,400.00	\$1,425.00	\$52,725.00	\$1,745.00	\$64,565.00		
18	683	SY	Asphalt Pavement Repair	\$80.00	\$54,640.00	\$180.00	\$122,940.00	\$165.00	\$112,695.00	\$54.00	\$36,882.00	\$435.00	\$297,105.00		
19	267	SF	Concrete Sidewalk Repair	\$40.00	\$10,680.00	\$60.00	\$16,020.00	\$35.00	\$9,345.00	\$23.00	\$6,141.00	\$85.00	\$22,695.00		
20	1	LS	Stormwater Pollution Prevention		\$1,000.00		\$3,500.00		\$7,500.00		\$6,125.00		\$20,000.00		
21	1	LS	Revegetation with Sod		\$5,000.00		\$5,000.00		\$15,800.00		\$5,441.00		\$19,500.00		
TOTAL BASE BID (Item Nos. 1-21)					\$378,216.00		\$621,740.50		\$633,531.00 ²		\$665,766.00		\$1,215,728.00		

Notes:

- For Bull G Construction, the unit price quoted by written words did not match the unit price quoted by numerical value for Line Item No. 2. Per Note 3 in the bid schedule, "In the event of discrepancies in unit prices between written words and numerical value, the written words will prevail and the total bid amount will be adjusted accordingly."
- For King Solution Services, the total of Base Bid Items 1-21 equals \$633,531.00 in lieu of \$629,791.00 as written in bid form.
- Horseshoe Construction, Inc. failed to provide written word unit prices for a number of bid items. As such, their bid submittal has been considered non-responsive and disqualified.

I certify that this is correct and true to the best of my knowledge and belief
 BEFCO Engineering, Inc. (F-2011)

Chad Emmel
 Chad Emmel
 Registration No. 103495
 April 2, 2026





STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider action to approve Resolution No. R-2026-60 of the City Council of the City of Bastrop, Texas, approving the execution of a Cost Share Agreement with the City and Legend Communities, Inc. as attached as Exhibits A respectively; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, ACM

BACKGROUND/HISTORY:

In a letter dated April 17, 2026, Legend Communities, Inc. followed up on prior discussions concerning infrastructure improvements associated with Orchard Parkway construction at Pecan Park. As part of that work, the City has requested installation of a 36-inch HOBAS FRP sanitary sewer line to accommodate broader master plan improvement needs. This 36-inch line was presented as an alternative to construction of a regional lift station, which was identified as a more costly option.

FISCAL IMPACT:

Funds will be drawn from the approved project contingency:

RECOMMENDATION:

Authorize the City Manager to execute Cost Share Agreement with Legend Communities, Inc.

ATTACHMENTS:

1. Resolution No. R-2026-60
2. Draft Cost Share Agreement
3. Location Map/Plans

RESOLUTION NO. R-2026-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXECUTION OF A COST SHARE AGREEMENT BETWEEN THE CITY OF BASTROP AND LEGEND COMMUNITIES, INC., RELATED TO INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH ORCHARD PARKWAY AT PECAN PARK; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in a letter dated April 17, 2026, Legend Communities, Inc. followed up on prior discussions concerning infrastructure improvements associated with Orchard Parkway construction at Pecan Park; and

WHEREAS, as part of that work, the City has requested installation of a 36-inch HOBAS FRP sanitary sewer line to accommodate broader master plan improvement needs; and

WHEREAS, the proposed 36-inch sanitary sewer line was presented as an alternative to construction of a regional lift station, which was identified as a more costly option; and

WHEREAS, the City Council finds that execution of the Cost Share Agreement is in the best interests of the City and serves the public purpose of supporting planned infrastructure improvements.

Section 1. The City Council approves the execution of the Cost Share Agreement between the City of Bastrop and Legend Communities, Inc., substantially in the form attached hereto as **Exhibit A**, and incorporated herein for all purposes.

Section 2. The City Manager is authorized to execute the Cost Share Agreement and any related non-substantive documents necessary to carry out the intent of this Resolution.

Section 3. Fiscal Impact. Funding for the City's obligations under the Cost Share Agreement shall be drawn from the approved project contingency.

Section 4. Repealing Clause. All resolutions, parts of resolutions, or provisions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Bastrop, Texas, on this the 28th day of April, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

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





STAFF REPORT

MEETING DATE: April 28, 2026

TITLE:

Consider and act to approve:

1. Resolution No. 2026-63 authorizes an Advance Funding Agreement in recognition of the urgency of this project. Once the bond issuance funds are obtained, the bond proceeds will reimburse the funding sources of the Advance Funding Agreement.
2. Resolution No. 2026-64 is for directing publication of the notice of intent to issue Certificates of Obligation for a not-to-exceed amount of Eleven Million Dollars and 00/100 (\$11,000,000.00), and further directing the publication of notice of intention to issue City of Bastrop, Texas, Combination Tax And Revenue Certificates Of Obligation.

AGENDA ITEM SUBMITTED BY:

Submitted by: Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

Due to continued growth and new development in Bastrop, Texas, the City is initiating the planning and early development of a new 2.0 million gallons per day (MGD) membrane wastewater treatment plant. This facility is intended to support current demand while providing capacity for future expansion, ensuring reliable and high-quality wastewater treatment to meet the community’s long-term needs. The total estimated bond issuance for the project is estimated at \$60 million. Based on financial forecasting and ongoing discussions, the City plans to structure the borrowing in multiple tranches to align with project timing and funding needs.

There are two items for consideration and action:

1. Advance Funding Agreement

As discussed at the April 14, 2026, City Council meeting – the City needs to proceed with an Advance Funding Agreement for the following:

Outfall relocation	\$ 266,170.00	Engineering from the 04/14/2026 City Council agenda
Force Main	\$ 164,370.00	Texas Utilities CORIX Agreement from the 04/14/2026 City Council agenda
Vwater water treatment solution	<u>\$ 502,629.85</u>	
Grand Total	<u>\$ 933,169.85</u>	

Due to the urgency of initiating this project, the City is proposing an Advance Funding Agreement from the following source:

Fund: 202 Water/Wastewater Fund

Account: 3500 Retained Earnings - Unreserved

Upon completion of the first tranche of the bond issuance, these costs will be reimbursed through the initial \$11M bond proceeds.

2. The \$11M is the first tranche of the total \$60M bond issuance

At this time, we are seeking approval to proceed with the bond timeline and process, including authorization to publish the notice of intent to issue Certificate of Obligations in the amount of \$11M.

FISCAL IMPACT:

Various – the fiscal impact consists of two components: (1) an Advance Funding Agreement in the amount of \$10,720,668.50 in order to begin this project, and (2) an \$11 million bond issuance to reimburse the sources of the Advance Funding Agreement.

RECOMMENDATION:

Judy Sandroussi, Finance Director, recommends approval of Resolution No. 2026-63 authorizing an Advance Funding Agreement due to the urgency of this project and Resolution No. 2026-64 directing publication of the notice of intent to issue Certificate of Obligations in the amount of \$11M of the City Council of the City of Bastrop, Texas.

ATTACHMENTS:

- Exhibit A: Resolution 2026-63
- Exhibit B: Resolution 2026-64
- Exhibit C: Timeline for bond issuance

RESOLUTION NO. 2026-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN INTERNAL ADVANCE FUNDING AGREEMENT FOR THE ADVANCEMENT OF FUNDS FOR CERTAIN PUBLIC IMPROVEMENTS; APPROVING THE REIMBURSEMENT OF SUCH ADVANCED FUNDS THROUGH THE ISSUANCE OF BONDS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Bastrop, Texas (the “City”), is authorized to construct and improve public infrastructure to promote the health, safety, and welfare of its citizens; and

WHEREAS, the City has identified the need to undertake certain public improvement projects, including but not limited to transportation, drainage, utility, and related infrastructure improvements (collectively, the “Project”); and

WHEREAS, the City desires to advance funds from available City resources in an amount not to exceed Eleven Million Dollars (\$11,000,000) to initiate and/or complete the Project; and

WHEREAS, the City Council intends that such advanced funds be reimbursed to the appropriate City fund(s) from the proceeds of one or more future bond issuances; and

WHEREAS, the City Council finds that it is in the best interest of the City to authorize an internal Advance Funding Agreement establishing the terms under which such funds will be advanced and reimbursed; and

WHEREAS, the City Council further finds that the reimbursement of such expenditures from future bond proceeds is consistent with applicable state and federal law, including Treasury regulations governing reimbursement of prior expenditures.

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

SECTION 1. APPROVAL OF INTERNAL ADVANCE FUNDING AGREEMENT.

The City Council hereby authorizes and approves an internal Advance Funding Agreement (the “Agreement”) between and among the appropriate City funds, departments, or accounts, providing for the advancement of funds in an amount not to exceed \$11,000,000 for the purpose of financing the Project.

SECTION 2. AUTHORIZATION OF FUND ADVANCEMENT.

The City Manager, or their designee, is hereby authorized to transfer, allocate, and expend available City funds to pay costs associated with the Project, consistent with the terms of the Agreement.

SECTION 3. INTENT TO REIMBURSE.

The City Council hereby declares its official intent, pursuant to applicable provisions of the United States Treasury regulations (including, but not limited to, Treasury Regulation Section 1.150-2), to reimburse the City for expenditures made in connection with the Project from the proceeds of one or more future tax-exempt bond issuances in an aggregate principal amount not to exceed \$11,000,000.

SECTION 4. AUTHORIZATION OF FUTURE BOND ISSUANCE.

The City Council hereby expresses its intent to authorize the issuance of bonds, certificates of obligation, or other lawful obligations of the City at a future date in an amount sufficient to reimburse the advanced funds, subject to all legal requirements, including voter approval if applicable.

SECTION 5. ADMINISTRATION.

The City Manager, Finance Director, and other appropriate City officials are hereby authorized to take all actions necessary to implement this Resolution, including executing any documents, maintaining appropriate accounting records, and ensuring compliance with all applicable laws and regulations.

SECTION 6. SEVERABILITY.

If any provision of this Resolution is held invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED AND EFFECTIVE THIS APRIL 28, 2026.

City Secretary, City of Bastrop, Texas

Mayor, City of Bastrop, Texas

[SEAL]

RESOLUTION NO. 2026-64

RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED \$11,000,000 AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

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

WHEREAS, the City Council (the "Council") of the City of Bastrop, Texas (the " City ") has determined it to be in the City 's best interest to issue certificates of obligation (the "Certificates") for paying all or a portion of the City's contractual obligations incurred or to be incurred for (1) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's water and wastewater system, including Water Wastewater Plant #3; and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$11,000,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and on the City’s internet website, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; (iii) the manner in which the Certificates will be paid, (iv) the then-current principal of all outstanding debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the issuer on time and in full; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full; (viii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the Certificates to be authorized.; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

1. Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved.

2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of the City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

3. Further, said notice shall be continuously published in substantially the form attached hereto on the City's website for at least 46 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

4. This Resolution shall become effective immediately upon adoption. The City Secretary is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Secretary, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

5. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE THIS APRIL 28, 2026.

City Secretary, City of Bastrop, Texas

Mayor, City of Bastrop, Texas

[SEAL]

**NOTICE OF INTENTION TO ISSUE
CITY OF BASTROP, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2026**

NOTICE is hereby given that it is the intention of the City Council of the City of Bastrop, Texas to issue Certificates of Obligation (the "Certificates") of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for (1) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's water and wastewater system, including Water Wastewater Plant #3; and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates at its regular meeting place in the City Hall, 1311 Chestnut Street, Bastrop, Texas to be commenced at 6:30 p.m., on July 28, 2026. The maximum principal amount of Certificates that may be authorized for the above listed purposes is \$11,000,000. The City Council presently proposes to provide for the security and payment of the Certificates by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law and from a limited pledge of the City's surplus water and sewer system revenues not to exceed \$1,000.

The following information is required pursuant to Texas Local Government Code, Section 271.049(b)(4): As of April 28, 2026, the principal of all outstanding debt obligations of the City is \$_____. As of April 28, 2026, the combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$_____. The maximum principal amount of the Certificates to be authorized is \$11,000,000. The estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$_____. The estimated interest rate for the Certificates to be authorized is ____%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. The maximum maturity date of the Certificates to be authorized is August 1, 20__.



City of Bastrop, Texas
\$11MM Combination Tax and Revenue Certificates of Obligation, Series 2026

Timeline of Events – Competitive Sale

Tuesday, April 28, 2026*	The City Council considers a resolution directing publication of the notice of intent to issue COs.
Week of May 4, 2026	First notice of intent appears in the newspaper.
Week of May 11, 2026	Second notice of intent appears in the newspaper.
Week of June 1, 2026	SPFI makes application to Standard & Poor’s in order to obtain a rating on the COs.
Week of June 15, 2026	Rating Conference Call.
Wednesday, July 1, 2026	Rating is received and published by SPFI.
Tuesday, July 7, 2026	The Preliminary Official Statement is distributed to the bidders.
Tuesday, July 14, 2026*	<u>Sale.</u> The City Council adopts an Ordinance authorizing the issuance of the COs.
Tuesday, August 4, 2026	<u>Closing.</u> The Purchaser(s) of the COs deliver funds to the City.

*Official City Council Meeting.