

**Bastrop, TX City Council Meeting Agenda**  
**Bastrop City Hall City Council Chambers**  
**Bastrop, Texas 78602**  
**(512) 332-8800**



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**June 10, 2025**  
**Regular City Council Meeting at 6:30 PM**

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*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.*

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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](http://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** - Aria Perkins, daughter of Elisha Perkins, City of Bastrop Engineering Department

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

**3. INVOCATION** - City of Bastrop Police Chaplain

**4. EXECUTIVE SESSION**

4A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.072 to deliberate regarding the proposed sale of real estate property located along Jasper Street.

4B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 regarding contractual agreements and ballot initiatives.

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

**6. PRESENTATIONS**

[6A.](#) Mayor Pro Tem's Report

[6B.](#) Council Members' Report

[6C.](#) City Manager's Report

A. Old Iron Bridge Update

B. Water Wells

C. Blakey Lane / Old Austin Highway

D. Wastewater Plant

E. Streets / Water Street

F. Parks & Quality of Life

G. Budget & Open Gov

[6D.](#) PROCLAMATION - Recognition of June 19, 2025, as Juneteenth Day in the City of Bastrop.

Submitted by: Victoria Psencik, Assistant City Secretary

[6E.](#) PRESENTATION - Nate Gold, Texas Parks and Wildlife, reintroducing prescribed burns at Buecher State Park and Bastrop State Park.

Submitted by: Michael Muscarello, City Secretary

6F. PRESENTATION - Receive an update regarding the expansion of the CARTS Now service territory boundary for the City of Bastrop.

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

**7. WORK SESSIONS/BRIEFINGS**

**8. CITIZEN COMMENTS**

*At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at [www.cityofbastrop.org/citizencommentform](http://www.cityofbastrop.org/citizencommentform) at least two hours before the meeting starts on the requested date. Comments submitted by this time will be given to the City Council during the meeting and included in the public record, but not read aloud. In accordance with the Texas Open Meetings Act, if a citizen*

*discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.*

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

## **9. CONSENT AGENDA**

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

- [9A.](#) Consider and act on the first reading of Ordinance No. 2025-53, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements.

Submitted by: Laura Allen, Assistant Finance Director

- [9B.](#) Consider and act on the first reading of Ordinance No. 2025-54, amending Chapter 1, Article 1.10 Park Rules of the Bastrop Code of Ordinances, to reflect various updates to language, permit requirements and related processes, as attached in Exhibit A, and move to include on the June 24, 2025, Consent Agenda for a second reading.

Submitted by: Terry Moore, Parks and Recreation Director

- [9C.](#) Consider and act on Resolution No. R-2025-98, approving an Interlocal Participation Agreement with the Purchasing Cooperative of America.

Submitted by: Judy Sandroussi, Director of Finance

- [9D.](#) Consider and act on Resolution No. R-2025-99, accepting a sponsorship donation in the amount of \$3,000 from H-E-B, a sponsorship donation in the amount of \$500 from Renewal by Andersen and a first aid station donation from Ally Medical Emergency Room, all in support of the 2025 Big Bang Celebration event.

Submitted by: Terry Moore, Parks & Recreation Director

- [9E.](#) Consider and act on Resolution No. R-2025-100, amending the Master Fee Schedule, General Provisions – Parks, to reflect various changes as attached in Exhibit A.

Submitted by: Terry Moore, Parks and Recreation Director

- [9F.](#) Consider and act on Resolution No. R-2025-96, confirming the City Secretary under the Home Rule Charter Article III, "City Council", Section 3.09 "City Secretary".

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

- 9G. Consider and act on Resolution No. R-2025-101, supporting the submission of preliminary applications to the Texas General Land Office (GLO) for the Community Development Block Grant – Mitigation (CDBG-MIT) Program.

Submitted By: Judy Sandroussi, Director of Finance

- 9H. Consider and act Resolution 2025-103 to grant \$10,000 of HOT funds to Jokana Ranch, LLC, in the amount of \$10,000.

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

- 9I. Consider and act to approve the Bastrop City Council minutes from the May 27, 2025, Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

## 10. ITEMS FOR INDIVIDUAL CONSIDERATION

- 10A. Consider action to approve a Resolution of the City Council of the City of Bastrop, Texas appointing a City Council nominee as the General Assembly Representative to the Capital Area Council of Government (CAPCOG) and replacing current member Lyle Nelson; authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Michael Muscarello, City Secretary

- 10B. Consider and act on Resolution No. R-2025-97, approving the Bastrop Convention & Exhibit Center Terms and Conditions.

Submitted by: Kathy Danielson, Community Engagement Director

## 11. ADJOURNMENT

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

***The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).***

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: June 5, 2025 at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

\_\_\_\_\_  
Michael Muscarello, City Secretary





# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Mayor Pro Tem's Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** June 10, 2025

**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.

(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.

# Proclamation



**WHEREAS**, Juneteenth, also known as Emancipation Day, Freedom Day, or Jubilee Day, commemorates June 19, 1865, the historic day when Union General Gordon Granger arrived in Galveston, Texas, to announce the end of slavery - more than two years after President Abraham Lincoln issued the Emancipation Proclamation; and

**WHEREAS**, Juneteenth marks a pivotal moment in our nation's history and continues to serve as a powerful reminder of the struggle for freedom, equality, and justice for African Americans and all people; and

**WHEREAS**, the City of Bastrop proudly honors Juneteenth as a day of remembrance, celebration, and continued progress, acknowledging the strength, resilience, and cultural contributions of African Americans throughout our city, state, and nation; and

**WHEREAS**, the Bastrop Juneteenth Celebration, held this year on **Saturday, June 21, 2025**, brings our community together in reflection and unity through a series of meaningful and inclusive events, including:

- **Man Talk**, a safe and welcoming space for men and boys of all ages to share their experiences, reflect on their personal journeys, and build connections that uplift and inspire;
- The **Bastrop Juneteenth Celebration Rose Clemons Scholarship Musical**, honoring the legacy of education and excellence by supporting the next generation of leaders through scholarship and song;
- The **Bastrop Juneteenth Parade**, a vibrant display of community pride, history, and cultural expression;
- The **Juneteenth Festival and Street Dance**, which fills Fisherman's Park and our Historic Main Street with music, food, laughter, and celebration as we come together in the spirit of joy and togetherness.

**NOW, THEREFORE**, I, John Kirkland, Acting Mayor Pro Tem of the City of Bastrop, Texas, do hereby proclaim **June 19, 2025** as

## **JUNETEENTH DAY**

in the City of Bastrop and encourage all residents to take part in this year's celebration, to reflect on our shared history, to uplift the voices and stories of the Black community, and to remain committed to building a future rooted in equity, freedom, and unity for all.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 10th day of June 2025.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
John Kirkland, Acting Mayor Pro Tem



**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary



# STAFF REPORT

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**MEETING DATE:** June 10, 2025

**TITLE:**

PRESENTATION - Nate Gold, Texas Parks and Wildlife, reintroducing prescribed burns at Buecher State Park and Bastrop State Park.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

Prescribed burns are a critical land management tool used in Bastrop, Texas, particularly within the Lost Pines region. These carefully planned and controlled fires help reduce wildfire risk, promote native vegetation, and maintain the ecological health of fire-adapted landscapes such as Bastrop State Park. Conducted by trained professionals, prescribed burns follow strict safety protocols and are coordinated with local authorities to minimize impact on residents and the environment.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

- None



# STAFF REPORT

**MEETING DATE:** June10, 2025

**TITLE:**

Consider action to approve the first reading of Ordinance No. 2025-53 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 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 move to include on the consent agenda of the May 6, 2025, City Council agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Laura Allen, Asst Finance Director

**BACKGROUND/HISTORY:**

The FY2025 budget was approved by City Council on September 17, 2024. Since that approval, the City has identified minor corrections found after adoption and needs to implement various changes recommended by the City Manager.

Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds over \$25,000. If transfers are required over \$25,000 between departments, this must be approved by City Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

**FISCAL IMPACT:**

Various – See Ordinance Exhibit A

**RECOMMENDATION:**

Laura Allen, Asst Finance Director, recommends approval of the first reading of Ordinance No. 2025-53 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 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 move to include on the consent agenda of the June 24, 2025, City Council agenda for a second reading.

**ATTACHMENTS:**

- Ordinance 2025-53
- Exhibit A

**ORDINANCE NO. 2025-53**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2025 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 2025; 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 2025, 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 2025.

**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 January 2025.

**READ and ADOPTED** on Second Reading on the 28<sup>th</sup> day of January 2025.

**APPROVED:**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney





| General Fund Expenditures | Original Budget | Increase (Decrease) | Amended Budget |
|---------------------------|-----------------|---------------------|----------------|
|---------------------------|-----------------|---------------------|----------------|

Fleet and Facilities Department

During the FY2024 budget process City Council approved \$250,000 designated as special projects to be spent on repairs to parks and the rodeo arena. During FY2024 staff was able to complete approx \$119,000 worth of repairs. This budget amendment would utilize the available fund balance of \$131,000 to complete the remaining repairs at the rodeo arena.

|                                   |      |            |            |
|-----------------------------------|------|------------|------------|
| Special Projects (101-22-00-6203) | \$ - | \$ 131,000 | \$ 131,000 |
|-----------------------------------|------|------------|------------|



# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Consider and act on the first reading of Ordinance No. 2025-54, amending Chapter 1, Article 1.10 Park Rules of the Bastrop Code of Ordinances, to reflect various updates to language, permit requirements and related processes, as attached in Exhibit A, and move to include on the June 24, 2025, Consent Agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Terry Moore, Parks and Recreation Director

**BACKGROUND/HISTORY:**

The City of Bastrop, Texas, seeks to establish clear and effective Park Rules for its parks system that both protect public assets and enhance the experience of all residents and visitors. These rules are intended to promote responsible use of park facilities, preserve natural and recreational resources, and ensure that the community can continue to enjoy safe, clean, and well-maintained public spaces for years to come.

Over the past year, City staff and members of the Parks and Recreation Board have conducted a comprehensive review of the current Park Rules Ordinance to ensure its relevance and clarity. Several updates are proposed, including both administrative and operational changes.

Notable updates include:

- Renaming the Parks Board to Parks and Recreation Board to reflect current usage.
- Removing the term "Little League" from the name of the Rusty Reynolds Fields.
- Adding the Mayfest Park concession building to the list of rentable amenities.

Additional policy-related changes include:

- Allowing the sale of concessions in parks outside of special events, provided the vendor obtains an approved permit.
- Permitting the acceptance of credit card payments for park rental fees, with a 3% processing fee.
- Adding clearer definitions to distinguish between commercial and non-commercial park use.

All recommendations have been approved by the Parks and Recreation Board.

**FISCAL IMPACT:**

NA

**RECOMMENDATION:**

Recommend approving the first reading Ordinance No. 2025-54, amending Chapter 1, Article 1.10 Park Rules of the Bastrop Code of Ordinances, to reflect various updates to language, permit requirements and related processes, as attached in Exhibit A, and move to include on the June 24, 2025, Consent Agenda for a second reading.

**ATTACHMENTS:**

1. Ordinance No. 2025-54
2. Exhibit A – Parks Rules with edits

**ORDINANCE NO. 2025-54**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE CITY OF BASTROP CODE OF ORDINANCES, CHAPTER 1 ARTICLE 1.10 PARK RULES, TO REFLECT VARIOUS UPDATES TO LANGUAGE, PERMIT REQUIREMENTS AND RELATED PROCESSES; AS ATTACHED IN EXHIBIT A; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING PROVISIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop, Texas, a Home Rule municipality incorporated and operating under the Laws of the State of Texas, seeks to establish clear and effective Park Rules for its parks system that both protect public assets and enhance the experience of all residents and visitors; and

**WHEREAS**, the Park Rules are the guiding documents for operations in the city parks; and

**WHEREAS**, the Park Rules have been reviewed by staff and received a recommendation for approval from the Parks & Recreation Board at the April 15, 2025, Special Meeting; and

**WHEREAS**, the Bastrop City Council has determined that the changes recommended by the Parks & Recreation Board are in the best interest of the City and its citizens and should be adopted; and

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

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

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

**Section 2.** Amendment. Chapter 1 Article 1.10 is hereby amended as set forth with underlines being additions and ~~strikethroughs~~ being deletions as reflected in Exhibit A.

- Section 3.** Enactment. Chapter 1, Section 1.10 of the City of Bastrop Code of Ordinances is hereby amended so to read in accordance with Exhibit A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.
- Section 4.** Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.
- Section 5.** Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.
- Section 6.** Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.
- Section 7.** Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

[Signature page to follow]

**READ AND APPROVED** on First Reading on the 10<sup>th</sup> day of June 2025.

**READ AND ADOPTED** on Second Reading on the 24<sup>th</sup> day of June 2025.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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



## ARTICLE 1.10 PARKS

### Sec. 1.10.001 Parks board.

(a) *Created; composition; compensation; appointment.*

- (1) There is hereby created a ~~park board~~ Parks and Recreation Board of the city, which shall be referred to as the Parks and Recreation Board. Any references in the City Code to the ~~Parks Board~~ Parks and Recreation Board shall mean the Parks and Recreation Board. The rules for appointment of members, the number of members comprising the Board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, section 1.04.002. In their discretion, the ~~Parks Board~~ Parks and Recreation Board may also identify and name one minor, who resides within the BISD jurisdiction, to serve on the Board as an ex officio, nonvoting youth member of the Board. The youth member shall be enrolled in grades 9-12 and serve a term in length identified by the ~~Parks Board~~ Parks and Recreation Board at the time of the youth member's selection. The members shall be known to be interested in public parks and public recreation and the proper use of the leisure time of the people of the city.
- (2) One member of the Board shall be held by the superintendent of the city's state park, or his/her designee, who may reside either within the city limits or in any other area within the BISD's jurisdiction.

(b) *Attendance.* Attendance requirements for the board members are set forth in this code, section 1.02.002(b), et seq.

(Ord. No. 2012-13, pt. 4(L), 6-26-12; Ord. No. 2014-3, 4-8-14; Ord. No. 2016-06, pt. 1, 3-22-16; Ord. No. 2019-44, § 2(Exh. A), 11-26-19; Ord. No. 2024-07, § 2(Att. A), 3-12-24)

### Sec. 1.10.002 Park rules.

(a) *Overnight camping; hours when closed.* There shall be no person, vehicle, equipment or activity within any publicly owned park or playground within the city limits from 10:00 p.m. to 6:00 a.m. each day, unless an exception to this rule is provided, in writing.

(b) *Reserved areas.*

- (1) Unless controlled by a separate lease agreement, the following areas of the city's public parks may be reserved and a permit obtained either for commercial or noncommercial purposes a minimum of three (3) business days in advance (excluding holidays) of the use on application to the ~~park department~~ Parks and Recreation Department.
  - (A) Multipurpose fields in Fisherman's Park and Bob Bryant Park;
  - (B) Pavilions in Fisherman's Park and Bob Bryant Park (with associated BBQ's);
  - (C) Pavilion in Kerr Park;
  - (D) Pavilion in Hunter's Crossing Park;
  - (E) Mayfest Park;
  - (F) Mayfest Park rodeo arena;
  - (G) Mayfest Concession Stand;



- (~~HG~~) Fireman's Park softball field;
- (~~IH~~) Hunter's Crossing Park multipurpose field;
- (~~JJ~~) Concession stand at splash pad; and
- (~~KJ~~) ~~Rusty Reynolds Little League Fields~~ Rusty Reynolds Fields.

In the event of a conflict between the city ordinance and a lease agreement, the terms of the lease agreement shall control.

- (2) *Multipurpose fields (noncommercial use)*. The noncommercial reservation policies of the multipurpose fields in Fisherman's Park, Hunter's Crossing Park and Bob Bryant Park are as stated below. For purposes of this section and determining whether a fee and reservation is required, a patron shall include all individuals attending the event including, as applicable to the event, players, participants, guests, children, spectators, coaches, relatives, family, friends, and parents. An area may not be reserved more than three (3) times in one month for a noncommercial use. See section 1.10.003 below for information related to commercial uses of the multipurpose fields and section A1.10.002 of the fee schedule in appendix A for additional information related to fees.

| Patrons | Fee      | Deposit  | Reservation |
|---------|----------|----------|-------------|
| 0—14    | None     | None     | None        |
| 15—45   | None     | Required | Required    |
| 46+     | Required | Required | Required    |

- (3) *Pavilions (noncommercial use and commercial use)*. For reservation of city pavilions a fee and a deposit is required. See section A1.10.002 of the fee schedule in appendix A for additional information related to the applicable commercial and noncommercial uses and fees.
- (4) *Concessions stand*. The concession stand at the splash pad located in Fisherman Park shall be available for use by individuals under the age of 17 and for a period of no longer than fourteen (14) consecutive days. Parent or guardian adult supervision is required for use of the concession stand. For reservation of the city concession stand a deposit is required. All other concession stand will be handled through a spate permit. All individuals who reserve the concession stands shall comply with chapter 4 of this Code and shall be responsible for payment of all applicable vendor and permitting fees. Use of the concession stand will be on a first come, first served basis. See section A1.10.002 of the fee schedule in appendix A for additional information related to commercial and noncommercial uses and fees.
- (5) *Youth sports leagues*.
- (A) Commercially sponsored and/or organized youth league sports play (ages 17 and under) that require a registration fee for participation shall contact the ~~parks department~~ Parks and Recreation Department for reservations, times, and field designations. All organized youth sports leagues shall submit their schedules to the ~~parks department~~ Parks and Recreation Department as soon as possible, but in no event later than thirty (30) days before the first scheduled practice to ensure that a field is available for use at the desired times and locations. Unless otherwise controlled by the terms of a lease agreement, no area of a park is specifically designated or reserved for one organization or youth team and areas will be provided on a first come, first served basis.
- (B) No fee is required for a youth league that does not collect registration "fees" or "dues" to reserve an area. However, after the conclusion of an event, the area that was reserved shall be clean and free of trash and debris. In the event an area is not properly cleaned, the entity reserving the area may be prohibited from future use of city parks.

- (6) *Tennis/Pickleball courts and basketball courts.* Tennis/Pickleball courts and basketball courts located in city parks shall be used for their intended purposes, only. Activities other than the intended use of the courts will require approval by the ~~arks department~~Parks and Recreation Department, or its designee.
- (7) *Permit.* On receipt of an application to reserve an area in a city park, the ~~arks department~~Parks and Recreation Department, or its designee, will review the application to determine the applicable fee, deposit, and necessary insurance, if any. On approval and payment of same, the city will provide the applicant with a permit stating that the applicant has successfully reserved the area on the requested date.
- (8) *Refunds of deposits and fees.* Reservations must be made a minimum of three (3) business days in advance (excluding holidays) of the use. A reservation is not valid, and a permit will not be issued, until all fees, deposits, and proof of insurance, if necessary, are paid in full to the ~~arks department~~Parks and Recreation Department. Deposits and fees paid in accord with this section may be refunded under the following conditions:
- (A) Full refund of the reservation deposit and fee if the ~~arks department~~Parks and Recreation Department is notified, in writing, of the cancellation not less than seven (7) days prior to the date of use of the reserved area.
  - (B) Refund of one-half (½) of the reservation deposit and fee if notice of cancellation is received by the ~~arks department~~Parks and Recreation Department, in writing, between seven (7) days and twenty-four (24) hours prior to the date of use of the reserved area.
  - (C) The reservation deposit and fee will not be refunded if the event is cancelled less than twenty-four (24) hours before the day of the event.
  - (D) The reservation deposit will be returned to the individual or group reserving the area after the event so long as the area being reserved is clean and free of trash and debris at the conclusion of the event. Any damage, cleaning or maintenance required, in the sole discretion of the city and/or the ~~arks department~~Parks and Recreation Department, will be charged against the deposit.
  - (E) In the event a field is closed by the ~~arks department~~Parks and Recreation Department (or other applicable city personnel) due to inclement weather or necessary construction or maintenance which causes an event to be cancelled, the reservation deposit and fee will be returned or applied to the "rain date," if an alternative date is sought.
  - (F) Exceptions to the deposits and refunds are allowed only on written approval of the city manager.
- (9) *Tables.* Tables in city-owned parks may not be reserved and are available on a first come, first served basis.
- (10) *Reserved signs.* The ~~arks department~~Parks and Recreation Department will be responsible for posting reserved signs at the reserved areas by 8:00 a.m. the day of the event. Reserved signs must include the name of the party and the time and date of the reservation.
- (c) *Control of park and recreation areas.*
- (1) The city shall have and shall exercise the power to control all activities, hours of visitation, and days and times in city parks in order to properly protect the citizens of this community. City parks and recreation areas shall be under the direct operation and control of the city manager or his/her designee. In accord herewith, the city manager, or his/her designee, shall be permitted to close the park or field in the event of inclement weather, field conditions, or necessary maintenance or construction which, in his/her sole discretion, renders the field's no playable or is a risk to person or property.

- (2) City park and recreation areas shall be open to the public during the hours from 6:00 a.m. to 10:00 p.m. each day, with the exception of the splash pad which shall be open between 10:00 a.m. and 8:00 p.m. Monday-Sunday beginning the second week of April and ending on Labor Day. Any area of a city park, including the splash pad may be closed by orders of the City Manager, or his/her designee, or the ~~park's department~~ Parks and Recreation Department, for the purposes of rehabilitation, cleaning, maintenance or general supervision, or upon reservation or general danger to the public. The City Manager shall have the authority to vary the splash pad hours and days of operation on request by the ~~parks department~~ Parks and Recreation Department.
- (3) Permission to use city parks from 10:00 p.m. to 6:00 a.m. may be granted by the City Council or the City Manager, as directed by city ordinance, at the discretion of the City Manager, or his/her designee, and in consideration of the requested use of the park. To request that a park be opened after hours (i.e. 10:00 p.m. to 6:00 a.m.), the ~~parks department~~ Parks and Recreation Department must be contacted with sufficient time in advance of the event to determine if a special event application is required or if City Council approval is necessary.
- (4) The city's police department is charged with the responsibility of supervising and maintaining law and order in city parks. In order to carry out this provision, officers of the police department shall have the authority to make any arrests for violation of any state law or city ordinance. In addition thereto, it is declared that a person commits an offense if he/she enters or remains in a city park, recreation area, or other designated park area, during hours other than those set out hereinabove, without written approval of the City Manager or the City Council, and the person:
- (A) Had notice that the entry was forbidden; or
  - (B) Received notice to depart but failed to do so.
- (5) For purposes of this subsection, "entry" means the intrusion of the entire body and "notice" means an oral, written, or demonstrative communication by: (A) the City Manager or his/her authorized designee(s) or a city police officer; (B) fencing, gate or other enclosure obviously designed to exclude intruders during the closed hours; (C) signs posted to be reasonably likely to come to the attention of intruders. The director of public works and the park's superintendent are specifically authorized to control and regulate the use of the parks as the City Manager's designee.
- (6) For purposes of this article, streets and parking in city parks shall be treated the same as any other city streets, and shall be supervised and regulated by the police department in the same manner as all city streets. An individual sitting inside his/her vehicle shall be treated the same as any other individual in the park regardless of whether the vehicle is parked or is being driven.
- (7) Special items in city parks.
- (A) Due to the special risks associated with the use of the items listed below an application requesting a special permit to allow the use, and proof of insurance in the amount of \$1,000,000 which names the city, and its officers, employees, volunteers, and officials as additionally insured, must be submitted to the ~~parks department~~ Parks and Recreation Department a minimum of three (3) business days (excluding holidays) prior to an event:
    - (i) Moonwalks, bouncy castles, or other inflatable play areas;
    - (ii) Climbing walls; and
    - (iii) Any other item which, at the discretion of the ~~parks department~~ Parks and Recreation Department and/or the City Manager, poses a unique safety concern.
  - (B) To avoid the potential removal of an item from the park during an event, it is advisable to notify the ~~parks department~~ Parks and Recreation Department of any specialty item a patron wishes to have at an event to confirm if insurance will be necessary.

- (8) Sale of food and drink in city parks. The sale of food and drink concessions in the city, including includes at the concession stand and in the parks, is allowed with permission from the Parks and Recreation Department in strictly prohibited without compliance with article 4.04 of this Code, including obtaining a vendor permit and certificate of health inspection, ~~as well as~~ any other applicable state and local permits and licensing and a fee of \$50 per day. These fees go toward the Park Designated Fund to be used for upgrades in the parks.
- (9) The refusal of any person to carry out the orders and provisions of this subsection shall be deemed a misdemeanor, punishable by a fine as provided for in section 1.01.009 of this Code.
- (d) *Prohibited activities.*
- (1) Horses and farm animals are strictly prohibited in city parks, unless permitted pursuant to a special events permit or approved by the ~~parks department~~ Parks and Recreation Department and the city council, as applicable, in advance of the use.
  - (2) Jumping, diving, wading into waterways. It is an offense and a violation of this subsection for any person to enter a river, stream or waterway by jumping, diving or doing any other dangerous act on or off any bank, bridge, street, highway, or appurtenance of publicly owned land, city park or public right-of-way. It shall likewise be illegal for any person to jump, dive or do any other dangerous act from trees, platforms, high banks, dams or other walkways to enter streams, rivers, or waterways along, over or a part of public property or public right-of-way, including in a city park.
  - (3) Inflatable, plastic or other types of portable pools.
  - (4) Slip-n-slides (exceptions may be made for individual "family" size slides, on approval by the city's ~~parks department~~ Parks and Recreation Department).
  - (5) Sprinklers (hoses may be used for cleaning purposes only).
  - (6) No feeding wildlife including waterfowl such as ducks or geese and all other indigenous species native to the city.
- (e) *Swimming or wading in Colorado River.*
- (1) The public may enter, wade, swim, or engage in any aquatic activity at their own risk and shall obey all posted signs. No lifeguards will be on duty on the banks of the Colorado River. Furthermore, the City of Bastrop does not assume any liability for any persons swimming in the Colorado River.
- (f) *Littering.* It shall be unlawful for any person to throw, deposit, place or drop loose paper, cans, bottles, sacks, boxes, cloth, waste materials, or any kind of rubbish on or alongside any roadway, body of water, playground or recreation area of all park land within the city limits.
- (g) *Operation of vehicles.*
- (1) *Prohibited areas.* It shall be unlawful for any person to drive any motor-driven vehicle into, along or across any grassy area of a city park which is owned, operated or maintained by the city except upon public roadways maintained by the city for the operation of such vehicles. No such vehicles shall be driven upon any hike-bike trail, footpath, or foot bridge spanning a creek or stream located therein. This subsection shall not apply to vehicles being used strictly for the purpose of loading and unloading freight therein or in the construction, maintenance or repair of said public parks, public playgrounds or public recreation areas which are owned or maintained by the city.
  - (2) *Speed limit.* It shall be unlawful for any person to operate any vehicle on any street, drive, roadway, or surface within any city park property at a speed greater than twenty (20) miles per hour.

- (3) *Parking.* No person shall park a vehicle upon any public roadway, city-owned or -maintained park lands, public playground or public recreation area which is owned, operated or maintained by the city for the principal purpose of:
- (A) Displaying such vehicle for sale;
  - (B) Washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency.
- (4) *Barricades authorized.* The ~~parks board~~ **Parks and Recreation Board** is hereby authorized and directed to install barricades at the designated locations to prohibit vehicle traffic on designated streets.
- (h) *Alcoholic beverages.* Possession, use or consumption of any alcoholic beverage, as defined in the Texas Alcoholic Beverage Code, now or as amended, within the area of the city parks shall conform with the laws of the city and the state. For specific regulations related to the sale, possession and consumption of alcoholic beverages in Bastrop's public parks please refer to City Code, article 8.02, section 8.02.002, which provides additional information on this topic in addition to this general requirement to conform to all laws and codes.
- (i) *Destruction of trees and plants.* It shall be unlawful for any person to willfully pick, pull, pull up, tear up, dig up or out, mutilate, break, bruise, injure, burn, remove, carry away, or destroy any tree, shrub, plant, vine, flower, moss, foliage, berries, fruit, grass, turf, humus, cones, or dead or downed wood, except by written approval issued by the ~~parks board~~ **Parks and Recreation Board** for scientific or educational purposes.
- (j) *Glass containers.* It shall be considered a misdemeanor offense for anyone to exhibit, use, carry, or dispose of glass beverage containers in all city parks which have adjacent areas by rivers, lakes, and streams within the city limits.
- (k) *Weapons, firewood or dangerous items.* The use or display of any weapons, firearms, knives, firewood or any other dangerous item is prohibited without prior written consent of the parks board, unless otherwise permitted by applicable state law(s).

(1995 Code, § 1.1302; Ord. No. 2010-13, 6-8-10; Ord. No. 2013-18, pt. 1, 10-8-13; Ord. No. 2016-06, pt. 1, 3-22-16; Ord. No. 2016-07, pt. 1, 4-12-16; Ord. No. 2023-42, § 2(Att. A), 12-12-23)

### **Sec. 1.10.003 Commercial use of parks.**

- (a) *Definitions:*
- (1) *Commercial/For Profit use.* A use which is undertaken for a business purpose and for which a fee is collected. This definition specifically includes organized adult and youth sports leagues, teams, or groups where "fees" or "dues" are collected in order to participate in an activity and nonmembers are prohibited from joining the activity.
  - (2) *Non-commercial/Non-Profit use.* A use which is undertaken for a recreational purpose with no intention to gain commercial advantage and/or monetary compensation. The participation of patrons are not required to pay "dues" or "fees" while participating in a organized program, such as sports leagues, teams, or groups. Organizations who have received non-profit status from the government.
  - (3) *General course/class.* A class that meets regularly for a certain specific period of time which is organized for the purpose of teaching individuals and/or their pets a hobby, skill, or for other enjoyment or exercise and for which the owner or operator is paid a fee or for which "dues" are collected, including dog (or other pet) training classes.
- (b) *Permit required.* Persons or entities shall not conduct the commercial sale or offer to sell any item nor render or offer to render any commercial service for hire, including coaching or organizing a commercial sports event, at any park or other location in the city without obtaining a reservation and a commercial use permit properly issued by the city's ~~parks department~~ **Parks and Recreation Department**. Examples of activities or

services in city parks which may qualify as commercial uses include boot camps, yoga, dog training, organized adult sports leagues, fitness professionals, meditation groups, and running clubs.

(c) *Fees and deposits.*

- (1) The ~~parks department~~Parks and Recreation Department reserves the right to increase any fees, deposits or insurance, or to require additional assurances in the event an activity poses a unique safety concern or would be detrimental to the park or the citizens of the city. See section A1.10.002 of the fee schedule in Appendix A of this Code for information regarding city fees and deposits for commercial uses.
- (2) All fees and reservations for commercial uses shall be made through the ~~parks department~~Parks and Recreation Department. Fees and security deposits shall be made ~~only~~ by cash, ~~or check~~ or credit card with 3% charge. Once the applicable fee and deposit is paid, a permit to conduct the requested activity, class or course will be issued. A failure to comply with any of the terms set forth herein will subject the applicant to loss of the deposit.
- (3) Additional information regarding refunds of fees and deposits for commercial uses shall be as stated in section 1.10.002(b)(8).

(d) *Waitlist for commercial use and other restrictions.*

- (1) The ~~parks department~~Parks and Recreation Department shall maintain a "waitlist" of individuals or entities who wish to use the city parks for a commercial use. The maximum amount of time an applicant may continuously reserve space in a city park for a commercial use, as shown on the permit received by the ~~parks department~~Parks and Recreation Department, is ten (10) weeks per six (6) months. Once the ten (10) weeks has been utilized, and six (6) months have passed, the applicant may notify the ~~parks department~~Parks and Recreation Department that he/she would like to be placed back on the waitlist to apply for an additional ten-week period. At the discretion of the ~~parks department~~Parks and Recreation Department, if there is no other individuals on the wait list, an applicant may immediately renew their ten (10) weeks of commercial use.
- (2) The maximum number of patrons who may utilize Fisherman's Park at one time for a commercial use is five hundred (500). The maximum number of individuals who may utilize Bob Bryant Park for a commercial use at any one time is five hundred (500). The maximum number of individuals who may utilize Hunter's Crossing Park for a commercial use at any time is two hundred fifty (250). For purposes of calculating the restrictions set forth herein, a patron shall include all individuals attending the event including, as applicable, players, participants, guests, children, spectators, coaches, relatives, family, friends, and parents. Applicants may apply to increase the number of patrons at one time by applying and receiving for a special event permit.
- (3) The City Council shall have the right to vary the above restrictions in its discretion when in the best interest of the city and its citizens.

(e) *Location and time of certain activities restricted.*

- (1) Dog trainers who use the park for commercial use purposes are prohibited from using any area other than the Bark Park located on Grady Tuck Avenue to conduct training classes.
- (2) Unless otherwise stated herein, commercial use of a city park is restricted to the hours from 6:00 a.m. to 10:00 p.m. specific written permission must be secured from the parks board, for additional hours.

(f) *Insurance.* The individual or entity involved in a commercial use of the park shall provide proof of insurance to the city in the amount of ~~\$250,000~~, which names the city, and its officers, employees, volunteers and officials as additionally insured. Proof of insurance must be received by the ~~parks department~~Parks and Recreation Department prior to the issuance of a commercial use permit.

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(Ord. No. 2013-18, pt. 2, 10-8-13; Ord. No. 2016-06, pt. 1, 3-22-16)





# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Consider action to approve Resolution No. R-2025-98 of the City Council of the City of Bastrop, Texas, approving an Interlocal Participation Agreement with the Purchasing Cooperative of America; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Judy Sandroussi, Director of Finance

**BACKGROUND/HISTORY:**

The City of Bastrop has a Purchasing Policy that allows the use of purchasing cooperatives that comply with the bidding requirements of state law. The use of cooperative agreements increases the cities efficiency and effectiveness when making purchases. The Purchasing Cooperative of America allows smaller municipalities, like Bastrop, to benefit from the purchasing power of larger entities. The cooperative will have the responsibility of complying with the competitive bidding laws set by the state. The City of Bastrop will be able to utilize the contracts created by these bid contracts through this cooperative agreement. Suppliers will bill the City of Bastrop directly for all purchases. Having this agreement in place will expand the city's ability to secure the best pricing during the procurement process.

This cooperative agreement is authorized by Sections 791.001 of the Texas Government Code. This agreement requires Council approval and authorizes the City Manager to execute the agreement.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Judy Sandroussi, Director of Finance recommends approval of Resolution R-2025-98 of the City Council of the City of Bastrop, Texas, approving an Interlocal Participation Agreement with the Purchasing Cooperative of America; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.

**ATTACHMENTS:**

- Resolution 2025-98
- Interlocal Agreement

**RESOLUTION NO. R-2025-98**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL PARTICIPATION AGREEMENT WITH THE PURCHASING COOPERATIVE OF AMERICA; ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of local government to ensure that purchasing laws are followed; and

**WHEREAS**, pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code providing for the cooperation between local governmental bodies; and

**WHEREAS**, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; and

**WHEREAS**, the governing bodies find that the performance of this contract is in the common interest of both parties.

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

**SECTION 1:** The City Council hereby approves the City of Bastrop Interlocal Agreement with the Purchase Cooperative of America, which is attached as Exhibit A, and authorizes the City Manager to execute all necessary documents.

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

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

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

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop, Texas on the **10th** day of **June 2025**.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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



## INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services (“Agreement”) is entered into by  
and between \_\_\_\_\_  
City of Bastrop  
COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS

(“PCA Member”, “Party”), a governmental entity, and Purchasing Cooperative of America (“PCA”, “Party”) on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America (“PCA”) cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the “Parties”.

### RECITALS

#### Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

*Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Gov’t. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program* allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members’ requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

#### Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

#### Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

#### Role of the PCA Member

1. Registers on the PCA website, [www.pcamerica.org](http://www.pcamerica.org), or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to [Members@pcamerica.org](mailto:Members@pcamerica.org).

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes "Purchasing Cooperative of America" or "PCA" and the "Contract Number".
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

### **Role of the Purchasing Cooperative (PCA)**

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

### **General Provisions**

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member's use of PCA contracts shall be governed by the laws of the State of \_\_\_\_\_ Texas \_\_\_\_\_, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is \_\_\_\_\_.

(court jurisdiction)

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to [Members@pcamerica.org](mailto:Members@pcamerica.org). An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

### Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

City of Bastrop  
\_\_\_\_\_  
PCA Member Organization Name

\_\_\_\_\_  
Authorized Signature

Sylvia Carrillo  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title City Manager

Date \_\_\_\_\_

Designated Contact Laura Allen

Phone (52)332-8820

Email llallen@cityofbastrop...orf

### Purchasing Cooperative of America

\_\_\_\_\_  
PCA Authorized Signature

Dean Zajicek  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title Assistant Director

Date \_\_\_\_\_

Phone 844-722-6374

Email Dean@pcamerica.org

Main PCA Email pcamerica@pcamerica.org



# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-99, accepting a sponsorship donation in the amount of \$3,000 from H-E-B, a sponsorship donation in the amount of \$500 from Renewal by Andersen and a first aid station donation from Ally Medical Emergency Room, all in support of the 2025 Big Bang Celebration event.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Terry Moore, Parks & Recreation Director

**BACKGROUND/HISTORY:**

The Big Bang Celebration is an annual event hosted by the City of Bastrop at Fisherman's Park. The 2025 Big Bang Celebration will take place on Saturday, June 28, 2025, and will feature a live DJ, bounce houses and sprinklers for children, field games, delicious concessions, and a spectacular 15-minute patriotic fireworks display set to music at dark.

The event seeks monetary sponsors at four levels: Gold, Silver, Bronze and Local. Each level includes unique benefits and promotional opportunities designed to acknowledge and highlight the generosity of our community partners.

H-E-B has proudly committed as a Gold Sponsor for the 2025 Big Bang Celebration, contributing \$3,000 in support of this annual community event. As a Gold Sponsor, H-E-B will receive the following benefits:

- Logo on the Banner Plaza banner
- Logo on the website
- Logo and mentions in social media
- Logo on day-of event signage (large in size)
- Hourly sponsor mentions throughout event
- Table at the event

Renewal by Andersen has proudly committed as a Local Sponsor for the 2025 Big Bang Celebration, contributing \$500 in support of this annual community event. As a Local Sponsor, Renewal by Andersen will receive the following benefits:

- Logo and mentions in social media
- Logo on day-of event signage (large in size)
- Hourly sponsor mentions throughout event
- Table at the event



Ally Medical Emergency Room has proudly committed as a Local Sponsor for the 2025 Big Bang Celebration, contributing a first aid station in support of this annual community event. As a Local Sponsor, Ally Medical Emergency Room will receive the following benefits:

- Logo and mentions in social media
- Logo on day-of event signage (large in size)
- Hourly sponsor mentions throughout event
- Table at the event

**FISCAL IMPACT:**

A total of \$3,500 in monetary donations will support event expenditures, along with a first aid station resource donation provided by Ally Medical. These contributions reduce the City's direct costs associated with the 2025 Big Bang Celebration.

**RECOMMENDATION:**

Staff recommends approving Resolution No R-2025-99, accepting a sponsorship donation in the amount of \$3,000 from H-E-B, a sponsorship donation in the amount of \$500 from Renewal by Andersen and a first aid station donation from Ally Medical Emergency Room, all in support of the 2025 Big Bang Celebration event.

**ATTACHMENTS:**

1. Resolution No. R-2025-99

**RESOLUTION NO. R-2025-99**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING A SPONSORSHIP DONATION IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000) FROM H-E-B, A SPONSORSHIP DONATION IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500) FROM RENEWAL BY ANDERSEN AND A FIRST AID STATION DONATION FROM ALLY MEDICAL EMERGENCY ROOM IN SUPPORT OF THE 2025 BIG BANG CELEBRATION; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Bastrop hosts the Big Bang Celebration each year as a community event in honor of Independence Day; and

**WHEREAS,** the event serves as a cherished tradition for Bastrop residents and visitors, bringing the community together in celebration of the 4th of July; and

**WHEREAS,** the 2025 Big Bang Celebration will be held on Saturday, June 28, 2025, at Fisherman's Park, featuring music, bounce houses and sprinklers for children, field games, food concessions, and a 15-minute patriotic fireworks display set to music; and

**WHEREAS,** the event is made possible in part through the generous support of community sponsors at various levels, including Gold, Silver, Bronze and Local; and

**WHEREAS,** H-E-B has generously committed to supporting the 2025 Big Bang Celebration as a Gold Sponsor with a monetary donation of \$3,000; and

**WHEREAS,** Renewal by Andersen has generously committed to supporting the 2025 Big Bang Celebration as a Local Sponsor with a monetary donation of \$500; and

**WHEREAS,** Ally Medical Emergency Room has generously committed to supporting the 2025 Big Bang Celebration as a Local Sponsor by providing a first aid station for the event; and

**WHEREAS,** accepting these donations will help offset expenditures related to the event, thereby supporting the City's ability to offer a high-quality and family-friendly celebration at no cost to attendees; and

**WHEREAS,** the City of Bastrop gratefully acknowledges this contribution and recognizes the importance of public-private partnerships in enhancing community programming and events.

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

**SECTION 1.** All the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**SECTION 2.** The City Manager is hereby authorized to execute all necessary documents, authorizing accepting a sponsorship donation in the amount of \$3,000 from H-E-B, a sponsorship donation in the amount of \$500 from Renewal by Andersen, and a first aid station donation from Ally Medical Emergency Room, all in support of the 2025 Big Bang Celebration event.

**SECTION 3.** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 4.** Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

**SECTION 5.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**SECTION 6.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**[Signature Page to Follow]**

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this the **10th** day of **JUNE 2025**.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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





# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Consider action to approve Resolution No. 2025-100 amending Master Fee Schedule, General Provisions – Parks to reflect various changes as attached in Exhibit A; Authorizing the execution of all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Terry Moore, Parks and Recreation Director

**BACKGROUND/HISTORY:**

The City of Bastrop, Texas, is a Home-Rule municipal corporation empowered by the State of Texas to control, manage, and oversee the operation of its park system.

The City park system consists of various parks with amenities that may be rented by the public for commercial and non-commercial use, in accordance with established park rules. The Master Fee Schedule was approved and adopted as part of Ordinance No. 2025-16 on March 11, 2025. Section 5 of Ordinance No. 2025-16 states, "The City Council may, from time to time, add to the fees set forth in the Fee Schedule by ordinance, and that the fees now or hereafter included in the Fee Schedule may be modified from time to time by resolution of the City Council."

The Parks and Recreation/Tree Advisory Board formally met on April 15, 2025, to evaluate and consider whether to recommend amendments to the City's Parks fee schedule. After careful deliberation, the Board determined on May 1, 2025, to recommend the following changes to City Council: a 20% discount for residents on park amenity rentals; the establishment of a \$50 per day permit fee for concession vendors operating in the park; and that all rental fees collected for park amenities be allocated to the Park Designated Fund.

**RECOMMENDATION:**

Recommend approving Resolution No. 2025-100 amending Master Fee Schedule, General Provisions – Parks and Recreation to reflect various changes as attached in Exhibit A; Authorizing the execution of all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

1. Resolution No. 2025-100
2. Exhibit A: MASTER FEE SCHEDULE - PARKS

**RESOLUTION NO. R-2025-100**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AMENDING MASTER FEE SCHEDULE, GENERAL PROVISIONS - PARKS TO REFLECT VARIOUS CHANGES 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, Texas, is a Home-Rule municipal corporation empowered by the State of Texas to control, manage, and oversee the operation of its park system; and

**WHEREAS,** the City's park system includes parks with various amenities that are available for public rental at rates established in the Master Fee Schedule; and

**WHEREAS,** the Parks and Recreation/Public Tree Advisory Board understands the growth of both the city and its parks, as well as the presence of outdated information in the current fee schedule; and

**WHEREAS,** the Parks and Recreation/Public Tree Advisory Board met on April 15, 2025, and May 1, 2025 to review and recommend amendments to the Parks fee schedule; and

**WHEREAS,** the Bastrop City Council has determined that the changes recommended by the Parks and Recreation/Public Tree Advisory Board are in the best interest of the City and its citizens and should be adopted;

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

**SECTION 1.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

**SECTION 2.** Exhibit A Master Fee Schedule – Parks 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.** Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall

remain in full force and effect.

**SECTION 5.** This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**SECTION 6.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, TX, on this, the 10th day of June 2025.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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



# MASTER FEE SHCEDULE - GENERAL PROVISIONS

Item 9E.

## Parks and Recreation

| <b>20% Discount for City of Bastrop Residents</b>   |  |
|---|--|
| <b>Description</b>  | <b>Amount of Fee/Deposit</b>   |
| <b>Noncommercial/<u>Non-Profit</u> fees and deposits</b>  |  |
| Pavilions (including BBQ pits when available) and concession stand. Schedule for noncommercial/ <u>non-profit</u> 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<br><u>Per 4 hour block</u>                               |
| 101-200 Patrons   | \$100.00/\$150.00<br><u>Per 4 hour block</u>                             |
| 201-300 Patrons   | \$150.00/\$250.00<br><u>Per 4 hour block</u>                             |
| 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 <u>(see chapter 4 of this code).</u> | \$0.00/\$50.00   |
| <b>Multipurpose fields</b>  |  |
| Schedule for non-commercial/ <u>non-profit</u> 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<br><u>Per 4 hour block</u>                              |
| 101-300 Patrons   | \$75.00/\$150.00<br><u>Per 4 hour block</u>                              |
| 301-500 Patrons   | \$100.00/\$200.00<br><u>Per 4 hour block</u>                             |
| <b>Additional Park amenities fees for non-commercial use</b>  |  |
| 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/ <u>Pickleball</u> & Basketball courts   | \$4.00 per 4-hour block  |
| Tennis/ <u>Pickleball</u> & Basketball courts-limited lighting available  | \$10.00 per hour (6-10pm)  |
| Disc Golf Tournaments   | <del>\$200</del> <u>\$125</u> (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  |



|  |  |
|--|--|
| <b>Commercial/<del>For Profit</del> fees and deposits:</b>   |  |
| Pavilions (including BBQ pits when available). Schedule for commercial/ <del>For Profit</del> 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<br><del>Per 4 hour block</del> |
| 101-200 patrons  | \$200.00/\$300.00<br><del>Per 4 hour block</del> |
| 201-300 patrons  | \$300.00/\$400.00<br><del>Per 4 hour block</del> |
| Greater than 300   | Special event permit required                    |
| <b>Multipurpose fields</b>   |  |
| Schedule for commercial/ <del>for-profit</del> 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<br><del>Per 4 hour block</del> |
| 101-200 patrons  | \$250.00/\$400.00<br><del>Per 4 hour block</del> |
| 201-500 patrons  | \$400.00/\$600.00<br><del>Per 4 hour block</del> |
| <b>Additional Park amenities fees commercial/<del>for profit</del> use.</b>  |  |
| 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  | <del>\$510.00</del> each                         |
| Barricades Type II   | <del>\$2025.00</del> each                        |
| Barricades Type III  | <del>\$2530.00</del> 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/ <del>for profit</del> use. Each ten (10) week period shall require a new fee and deposit.                               |  |
| <b>Rodeo Arena Rental Fees</b>   |  |
| Rodeo Arena Rental includes lighting   | \$200.00 per day                                 |
| Security Deposit for entire event  | \$400.00   |
| Rodeo Arena Rental-4-hour block before dark  | \$50.00  |
| 4-hour block before dark security deposit  | \$100.00 per 4-hr block                          |
| Rodeo Arena Rental-4-hour block after dark   | 100.00   |
| 4-hour block after dark security deposit   | \$200.00 per 4-hr block                          |
| Arena dirt work-City crew-tractor, drag  | \$50.00 per hour                                 |
| City Staff (litter, assistance, etc.)  | \$20.00 per hour, per person                     |
| Electricity for arena lights   | \$10.00 per hour                                 |
| Water for arena dirt work  | \$5.00 per 1,000 gallons                         |

|   |                                  |
|---|----------------------------------|
| RV and/or campsites with hook-ups (includes water/electric) | <del>\$350</del> .00 per day     |
| Concession stand/kitchen                                    | See concession stand agreement   |
|   |                                  |
| <b>Dog training</b>   |                                  |
| Dog training classes in Bark Park only per class            | \$25                             |
| Deposit   | \$50                             |
|   |                                  |
| <u>Concession Vendors in the Parks</u>                      |                                  |
| <u>Food and Drink vendors, with proper health permits</u>   | <u>\$50 per day</u>              |
|   |                                  |
| <b>Recreation Membership</b>                                | 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                         |



# STAFF REPORT

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**MEETING DATE:** June 10, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-96, confirming the City Secretary under the Home Rule Charter Article III, "City Council", Section 3.09 "City Secretary".

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

The City's Home-Rule Charter Article III "City Council" Section 3.09 "City Secretary" states,

*"The City Manager shall appoint, subject to confirmation by the City Council, an officer of the City and such assistants as deemed necessary, who shall have the title of City Secretary."*

After an extensive search and interviews, the City of Bastrop has hired Michael Muscarello as the new City Secretary. Mr. Muscarello started his employment on Tuesday, May 27<sup>th</sup>, 2025.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve Resolution No. R-2025-96 confirming the new City Secretary.

**ATTACHMENTS:**

- Resolution No. R-2025-96

## RESOLUTION NO. R-2025-96

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO COMPLY WITH THE CITY'S HOME-RULE CHARTER ARTICLE III "CITY COUNCIL" SECTION 3.09 "CITY SECRETARY" TO CONFIRM THE CITY SECRETARY; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good of government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** pursuant to the City's Home-Rule Charter Article III – "City Council" Section 3.09 "City Secretary," *the City Manager shall appoint, subject to confirmation by the City Council, an officer of the City and such assistants as deemed necessary, who shall have the title of City Secretary*; and

**WHEREAS,** the City Manager has newly hired a City Secretary to oversee the duties of the Office of the City Secretary along with the Assistant City Secretary.

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

**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. Confirmation:** The City Manager requests confirmation by the Bastrop City Council of Michael Muscarello as City Secretary.

**Section 3. Repealer:** To the extent reasonably possible, Resolutions are to be read together in harmony. However, all Resolutions, or parts thereof, that are in conflict or inconsistent with any provisions of this Resolution are hereby repealed to the extent of such conflict, and provisions of this Resolution shall be and remain controlling as to the matters regulated.

**Section 4. 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 5. 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 6. Proper Notice & Meeting:** It is hereby officially bound 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, TX on this the **10th** day of **June 2025**.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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





# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-101, supporting the submission of preliminary applications to the Texas General Land Office (GLO) for the Community Development Block Grant – Mitigation (CDBG-MIT) Program.

**AGENDA ITEM SUBMITTED BY:**

Judy Sandroussi, Director of Finance

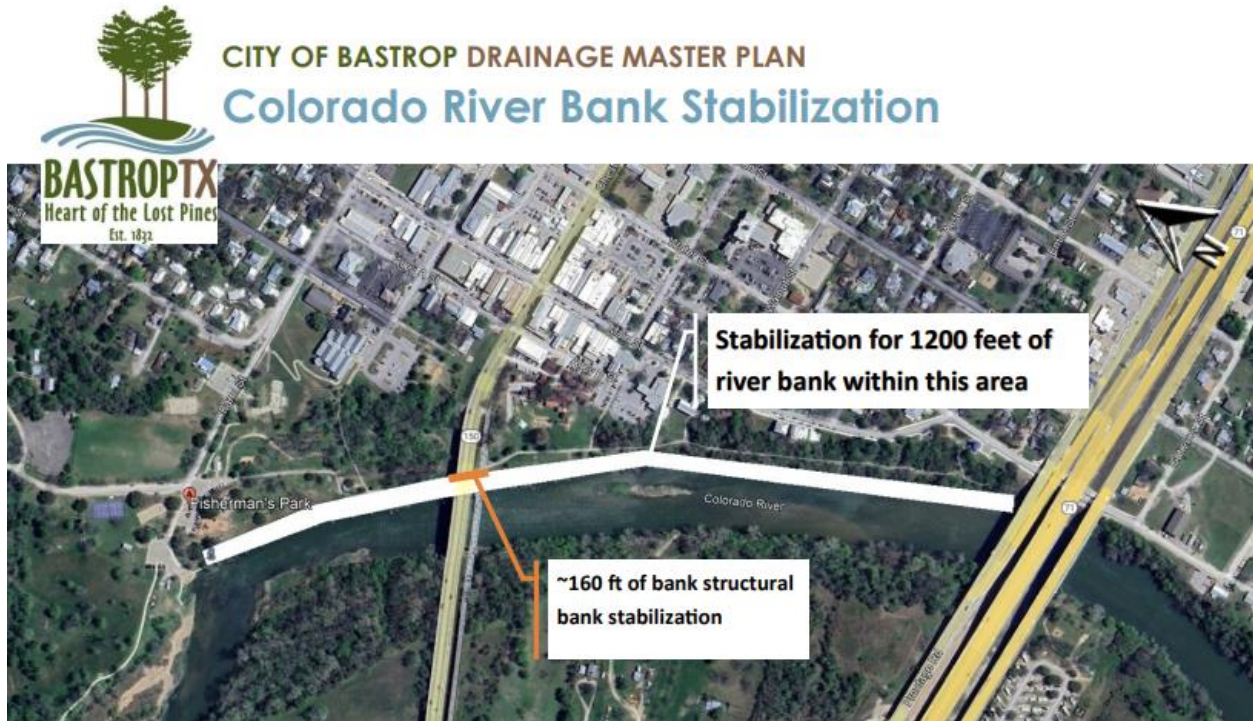
**BACKGROUND/HISTORY:**

CDBG-MIT (Mitigation) funds are specifically allocated to reduce the long-term risk of future disasters, such as floods, hurricanes, and other natural events. These funds are used to implement structural and non-structural projects, programs, and partnerships throughout the state, aiming to lessen the impact of future disasters and increase resilience.

This grant funding features a two-step application process. The Preliminary Application (Step 1) has already been completed, and the City of Bastrop successfully obtained a \$2.3M grant from the CDBG-MIT program in February of 2023. Following the successful completion of Step 1, a Detailed Application (Step 2) that provides more comprehensive project information will need to be submitted to the GLO by Monday, June 16, 2025.

The first project application the City of Bastrop considered for this project was the extension of Blakey Lane. However, due to the pre-existing contract with Corix which contemplates the City accepting flows along the right-of-way of Blakey Lane by a certain timeframe, the City determined this project would no longer be feasible to complete with MIT MOD funds due to the extended timeline involved when acquiring right-of-way by eminent domain. The second project the City identified for use of these funds was the extension of the Puerto Plata roadway. However, the Area Median Income exceeded the allowable threshold for Low to Moderate Income (LMI) requirements to receive the grant funding. Finally, the City was able to identify the stabilization of the Colorado Riverbank at Fisherman's Park as a project that would meet the grant requirements for awarding the funds and would offer a much-needed community-wide benefit.

The stabilization of a portion of the east bank of the Colorado River between Fisherman's Park and SH 71 will prevent further erosion. Proposed improvements include adding additional rock vanes to encourage sediment deposition and natural bank stabilization, rock riprap slope and toe protection, structural stabilization near the Loop 150 / Chestnut Street bridge, and riparian plantings to restore natural bank protection with roots and vegetation.



#### **FISCAL IMPACT:**

The City of Bastrop will be responsible for covering the Engineering Design Costs, which will be paid from the FY2026 Capital Fund.

The estimated construction cost for the stabilization project will be \$2.3 million, which will be paid out of the Community Development Block Grant – Mitigation (CDBG-MIT) Program funds.

#### **RECOMMENDATION:**

Staff recommends approval of Resolution R-2025-101 along with all accompanying documents.

#### **ATTACHMENTS:**

- Resolution No. R-2025-101
- Exhibit A – Half Associates Engineer's Estimate of Probable Construction Cost
- Exhibit B – Half Associates Riverbank Summary Sheet

**RESOLUTION NO. R-2025-101**

**A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS GENERAL LAND OFFICE (GLO) FOR COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) PROGRAM; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT PROGRAM.**

**WHEREAS**, The City of Bastrop desires to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

**WHEREAS**, The City of Bastrop desires a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

**WHEREAS**, The City of Bastrop aims to Affirmatively Further Fair Housing by identifying projects that overcome or do not increase patterns of residential segregation based on race, color, religion, national origin, sex, disability or family status;

**WHEREAS**, it is necessary and in the best interests of the City of Bastrop to apply for funding under the Community Development Block Grant – Mitigation (CDBG-MIT) Regional Mitigation Program;

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

**SECTION 1:** That a Community Development Block Grant – Mitigation (CDBG-MIT) application is hereby authorized to be filed by the City of Bastrop with the General Land Office for the recovery and mitigation efforts under the CDBG-MIT Regional Mitigation Program.

**SECTION 2:** That the project detailed within the application will erosion repair and prevention along the Colorado River which were identified as a risk due to Hurricanes/Tropical Storms/Tropical Depressions and Riverine Flooding, thereby placing undue and certain health and safety risks on residents.

**SECTION 3:** That the CDBG-MIT Application request amount be filed for \$2,358,000.00.

**SECTION 4:** That the total project cost is \$2,600,600.00 to include engineering, construction, environmental services, and administration services.

**SECTION 5:** That the City Council directs and designates the Mayor and City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Community Development Block Grant – Mitigation (CDBG-MIT) Program.



**SECTION 6:** That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop, Texas on the 10th day of June 2025.

**CITY OF BASTROP, TEXAS**

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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





**Project:** Colorado River Streambank - Between Fisherman's Park and SH 71

**Stream:** Colorado River

Engineer's Estimate of Probable Construction Cost

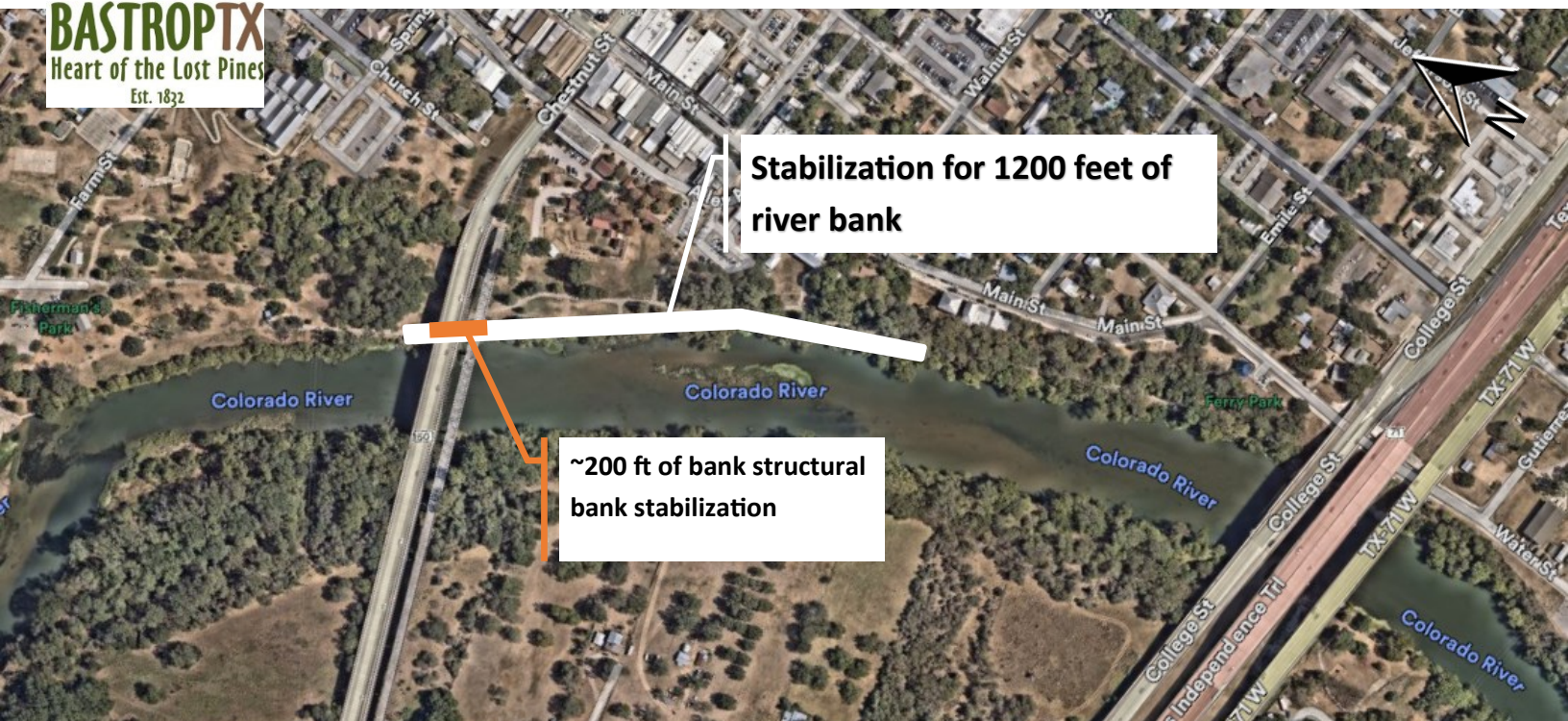
**Date:** May 30, 2025

| PAY ITEM NO          | DESCRIPTION                                  | UNITS | UNIT PRICE   | QTY   | TOTALS             |
|----------------------|--|-------|--------------|-------|--------------------|
| 1                    | Preparing Right-of-Way                       | AC    | \$12,000.00  | 1.3   | \$15,000           |
| 2                    | Channel excavation                           | CY    | \$35.00      | 2,000 | \$70,000           |
| 3                    | Embankment                                   | CY    | \$25.00      | 1,000 | \$25,000           |
| 4                    | Structural streambank stabilization          | LF    | \$4,400.00   | 200   | \$880,000          |
| 5                    | Dry Rock Riprap, (D=18 IN), Slope protection | CY    | \$340.00     | 2,300 | \$782,000          |
| 6                    | Dry Rock Riprap, (D=24 IN), Vanes            | CY    | \$370.00     | 500   | \$185,000          |
| 7                    | Soil Retention Blanket Class 1: Type A       | SY    | \$4.00       | 3,300 | \$13,200           |
| 8                    | Riparian Mix Seeding for Erosion Control     | SY    | \$5.00       | 3,300 | \$16,500           |
| 9                    | Topsoil                                      | SY    | \$3.00       | 3,300 | \$9,900            |
| 10                   | Turbidity Curtain                            | LF    | \$30.00      | 1,200 | \$36,000           |
| 11                   | Headwall (CH - PW - 0) (DIA= 24 IN)          | EA    | \$9,000.00   | 2     | \$18,000           |
| 12                   | Planting Type Tree, 1 Inch                   | EA    | \$500.00     | 20    | \$10,000           |
| 13                   | Planting Type Shrub, 3 Gal                   | EA    | \$50.00      | 100   | \$5,000            |
| 14                   | Temporary Irrigation                         | LS    | \$30,000.00  | 1     | \$30,000           |
| 15                   | Safety Measures (1%)                         | LS    | \$20,000.00  | 1     | \$20,000           |
| 16                   | Erosion and Sediment Control (1%)            | LS    | \$20,000.00  | 1     | \$20,000           |
| 17                   | Mobilization (8%)                            | LS    | \$165,000.00 | 1     | \$165,000          |
| <b>PROJECT TOTAL</b> |  |       |              |       | <b>\$2,300,600</b> |

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that Engineer shall not be held liable to Owner or third party for any failure to accurately estimate the cost of the project, or any part thereof. Unit prices are in current dollars and should be adjusted as required when letting schedule for project is determined.



# Colorado River Bank Stabilization



## PROJECT DESCRIPTION:

The stabilization of a *portion* of the east bank of the Colorado river between Fisherman's Park and SH 71 to prevent further erosion. Proposed improvements include adding additional rock vanes to encourage sediment deposition and natural bank stabilization, rock riprap slope and toe protection, structural stabilization near the Loop 150 / Chestnut Street bridge, and riparian plantings to restore natural bank protection with roots and vegetation.

## BENEFITS

- ◆ Reduces soil and bank erosion
- ◆ Protects the existing trail and park
- ◆ Protects bridge and other infrastructure

## CHALLENGES

- ◆ Resource agency permitting
- ◆ USACE permitting could be lengthy
- ◆ Dewatering requires aquatic resources relocation plan and TWPD permit
- ◆ Requires trail closure during construction

## QUICK FACTS:

- ➔ **1,200 feet** of stream bank stabilized
- ➔ Mitigate future erosion
- ➔ Potential for grant-funding
- ➔ Promotes natural bank stabilization

## PROJECT COST ESTIMATE (2025):

Probable Project Cost Estimate: \$2,300,600



# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Consider and act Resolution 2025-103 to grant \$10,000 of HOT funds to Jokana Ranch, LLC, in the amount of \$10,000.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

Jokana Ranch, a long-standing and active promoter in Bastrop County, is developing its over 25-acre property into a live music venue and equestrian therapy center for children. As part of its community engagement and entertainment initiatives, the Ranch seeks to host a large-scale event at Mayfest Park on **Sunday, June 29, 2025**.

**Event Overview:**

The proposed event is a full-day festival culminating in a headline concert by **Majo Aguilar**, a popular Mexican recording artist with a substantial following of over **1.2 million** on social media platforms. The event is intended to serve and celebrate the Hispanic community across Bastrop County and the City of Bastrop. It will feature:

- Children's activities and family-friendly programming in the morning and afternoon
- A large-scale concert in the evening
- Estimated attendance of **3,000 to 5,000 people** throughout the day

**Economic Impact and Local Benefit:**

- **Hotel bookings:** 10 rooms already reserved at Holiday Inn for performers; overall hotel demand expected to exceed that due to the event falling on a Sunday.
- **Tourism/visitor traffic:** Likely to generate significant foot traffic, dining, and shopping activity throughout Bastrop.
- **Marketing exposure:** The event offers a strong regional draw and opportunity to promote Bastrop as an arts and entertainment destination.

**City Support Request:**

Jokana Ranch is requesting **City assistance with marketing and promotion** of the event. While the application falls outside the typical 90-day window required by **Visit Bastrop**, City staff, including **Michelle Limas** and **Alondra Macias**, have assisted the applicant with room coordination and Spanish-language application processing, respectively.

**Recommendation:**

Given the projected positive return on investment and broad community benefit, including cultural celebration, increased visitation, and local spending, this event presents a strong case for City support.

**Attachments:**

- Event Flyer
- Completed Application

**HOT fund use**

Excerpt from TML – [The Hotel Tax Two-Step](#).

*“Part 1: Heads in Beds The first element of the two-part test is this: Every expenditure of hotel taxes must put “heads in beds.” What this means is that every funded project must attract overnight tourists to the city’s hotels and motels, thus promoting the city’s hotel industry. For example, how about a weekend-long arts and crafts show? There’s a very good chance that out-of-town guests might come to visit such an event, so expenditure of hotel tax money on that event would likely qualify. On the other hand, how about a quilting bee at a local nursing home? While a worthy cause, the quilting bee is unlikely to attract overnight tourists and, therefore, probably wouldn’t qualify to receive hotel tax funds.*

*Part 2: The Nine Categories Once a project has cleared the first part of the test, it’s time for – you guessed it – the second part of the test. Here it is: Every expenditure of hotel taxes must also fit into one of nine statutorily authorized categories. These are the nine categories: (1) convention and visitor centers; (2) convention registration; (3) advertising the city; (4) promotion of the arts; (5) historical restoration and preservation; (6) sporting events in a county under one million in population; (7) enhancing or upgrading existing sports facilities or sports fields (only in certain cities); (8) tourist transportation systems; and (9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the city. Thus, even if an event puts heads in beds, it cannot receive hotel tax money unless it also fits into one of the nine categories.”*

**FISCAL IMPACT:**

\$10,000 from the HOT fund account

**RECOMMENDATION:**

Award the \$10,000 as requested.

**ATTACHMENTS:**

1. Resolution
2. HOT Application



**CITY OF BASTROP, TX**  
**RESOLUTION NO. R-2025-103**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, TO  
APPROVE AN APPLICATION BY JOKANA RANCH, LLC  
FOR THE EVENT KNOWN AS SUMMERFEST FOR A  
\$10,000 GRANT FROM THE HOTEL OCCUPANCY TAX  
FUND TO FUND A UNIQUELY BASTROP EVENT;  
PROVIDING FOR FINDINGS OF FACT, REPEALER,  
SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE,  
AND MEETING**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation 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,** Texas Tax Code Section 351.101(a)(3)(4)(5) authorizes hotel occupancy tax to be used for advertising and conducting solicitations and promotional programs to attract tourists; the encouragement, promotion, improvement, and application of the arts, including drama, folk art; and advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums; and

**WHEREAS,** having received an application from Corvette Invasion for a \$10,000 grant from the Hotel Occupancy Tax to fund a uniquely Bastrop event.

**WHEREAS,** the City Council has determined that Summerfest as a uniquely Bastrop event, will promote tourism within the City of Bastrop.

**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. Authorization of Grant Funds:** The City Council authorizes a \$10,000 grant to be awarded for use in funding Summerfest.

- Section 3. Execution.** The City Council authorizes the execution of all necessary documents related to the disbursement of the HOT Funds Grant.
- 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.

**PASSED & APPROVED on First Reading** by the City Council of the City of Bastrop,  
on this, the 28<sup>th</sup> day of March 2025.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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





APPLICATION REQUEST FOR  
HOTEL OCCUPANCY TAX FUNDING  
FY 2024-2025



### Eligibility & Guidelines

**Texas Tax Code Chapter 351** allows the City of Bastrop to collect Hotel Occupancy Tax (HOT) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT may be used only to directly promote tourism and the hotel and convention industry.

The use of Hotel Occupancy Tax dollars must bring visitors to the City of Bastrop and increase occupancy in Bastrop hotels. If an event will not generate any trackable and meaningful hotel activity, it is not eligible to receive hotel occupancy tax funds.

The Texas Tax Code provides a **two-part test** for every expenditure of HOT revenue. In order to qualify for HOT funding, applications must meet Criteria #1 AND fit into one of the allowable uses of the tax as required by state law.

**ADDITIONAL ELIGIBILITY REQUIREMENTS (ALL MUST BE APPLICABLE IN ORDER TO APPLY):**

- ☒ Event will generate a minimum of 20 room night stays.
- ☒ Applicant has not received funding from the City of Bastrop for the same event.
- ☒ Applicant has not received funding from Visit Bastrop for three (3) consecutive years/events.
- ☒ If your event requires permitting from the city or county of Bastrop, proof of approved permits must be submitted.

Applications will be accepted throughout the fiscal year subject to fund availability and provided they are received at least 120 days prior to the event for evaluation and processing.

Funding requests for events occurring inside of 120 days of the request will be rejected unless there are significant extenuating circumstances, which are at the discretion of Visit Bastrop.

Only one application per individual and/or organization can be funded per fiscal year and applications will not be accepted for events that have already occurred.

**Funding** – Request for funding shall not exceed \$10,000 per applicant within a given fiscal year.

HOT Funding may be paid out in 50/50 payments. Upon approval of a completed application, applicants may submit an invoice amounting to 50% of the HOT grant awarded.

The remaining 50% may be submitted for payment by invoice after receiving approval of a complete Post-Event Report.

Applicants must submit receipts showing proof of proper expenses according to the state law. If applicants fail to retain proof of every expense, they will forfeit the HOT grant.

If you produce under 20% of approximate room nights as specified in the approved application and Funding Agreement you will not receive funding.

APPLICATION REQUEST FOR  
HOTEL OCCUPANCY TAX FUNDING  
FY 2024-2025



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**Follow-up Presentation** – Upon completion of a HOT funded event, a designated representative will be expected to attend a HOT Advisory Committee meeting to present a Follow-up Report on items such as visitor attendance and event impact.

If you meet the eligibility requirements and can provide supporting documentation, please proceed to the next page.

APPLICATION REQUEST FOR  
HOTEL OCCUPANCY TAX FUNDING  
FY 2024-2025

Application Date: 1

OFFICE USE

Received Date:

**Organization Information**Organization Name Plaza Jokana Ranch CorpMailing Address 188 Beaver rdCity, State, Zip Elgin, TX 78621Primary Contact 737 348 [REDACTED]Phone Number 512 350- [REDACTED]Email jokanaranch@gmail.com

Alternate Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Tax ID # 99-167 [REDACTED]Organization Type ☐ Non-Profit☒ Private/For-Profit**Event Information**Event Name Bastrop Summer FestEvent Date(s) From June 29 To June 29Location Mayfest Park Arena

Event Website \_\_\_\_\_

Expected Number of Attendees 2,000Is this a first-time event? ☒ Yes ☐ NoIf no, did this event occur in Bastrop during the previous fiscal year? ☐ Yes ☐ No ☐ N/AHas your organization applied for HOT funds for this event before? ☐ Yes ☒ No ☐ N/A

If yes, how much HOT funding did you receive for the prior year's event from Visit Bastrop or any other entity of the City of Bastrop? \_\_\_\_\_

If yes and you received funding for more than one year, what is the total amount of HOT funding received for the history of your event? \_\_\_\_\_

Is this event open to the general public? ☒ Yes ☐ NoWill there be an admission charge? ☒ Yes ☐ NoWill you need meeting space? ☐ Yes ☒ NoAmount of Funding Requested \$ 10,000





APPLICATION REQUEST FOR  
HOTEL OCCUPANCY TAX FUNDING  
FY 2024-2025



**Does your event pass Part-One of the Statutory Hotel Occupancy Tax test?**

Defined specifically as directly enhancing and promoting tourism in Bastrop and directly promoting the overnight accommodation industry in Bastrop by increasing overnight stays.

- ☒ Yes  
☐ No

**Does your event pass Part-Two of the statutory test?**

Defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories. Please specify the amount of funding you will be requesting from each category. If the answer does not meet one of the following categories, the event is not eligible for HOT funds and the application need not continue.

*Check all that apply and fill in the portion of the requested funds you plan to use for the given category.*

- |  |                 |
|--|-----------------|
| <input type="checkbox"/> Funding the establishment, improvement, or maintenance of a convention center or visitor information center                                   | \$ _____        |
| <input type="checkbox"/> Paying the administrative costs for facilitating convention registration  | \$ _____        |
| <input checked="" type="checkbox"/> Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the county or its vicinity | \$ <u>8,000</u> |
| <input checked="" type="checkbox"/> Expenditures that promote the arts   | \$ <u>2,000</u> |
| <input type="checkbox"/> Funding historical restoration or preservation programs   | \$ _____        |
| <input type="checkbox"/> Funding certain expenses, including promotional expenses, directly related to a sporting event  | \$ _____        |
| <input type="checkbox"/> Signage directing tourists to sights and attractions frequently visited by hotel guests   | \$ _____        |

**Visitor Impact**

Expected Local Attendance 2,000

Expected Out of Town Attendance 1,000

How many total **hotel room nights** do you estimate your attendees will book? 20

*Please include room nights that may be occupied by vendors, contestants, attendees, etc. for the duration of your event.*

Have you secured your room block with Visit Bastrop? ☐ Yes ☒ No

**Special Permits through the City of Bastrop**

Will any City of Bastrop resources be required? (i.e., parks, fire, police, etc.) ☒ Yes ☐ No

If yes, have you completed a Special Event Permit Application with the city? ☒ Yes ☐ No

APPLICATION REQUEST FOR  
HOTEL OCCUPANCY TAX FUNDING  
FY 2024-2025



Please indicate all promotional efforts your organization is coordinating to alert visitors to your event.

|   |                 |   |          |
|---|-----------------|---|----------|
| <input checked="" type="checkbox"/> Radio                 | \$ <u>6,000</u> | <input type="checkbox"/> Direct Subscribers | \$ _____ |
| <input type="checkbox"/> Television                       | \$ _____        | <input type="checkbox"/> Online/Digital     | \$ _____ |
| <input checked="" type="checkbox"/> Brochure Distribution | \$ <u>1,000</u> | <input type="checkbox"/> Newsletter         | \$ _____ |
| <input checked="" type="checkbox"/> Social Media          | \$ <u>500</u>   | <input type="checkbox"/> Direct Mailings    | \$ _____ |
| <input checked="" type="checkbox"/> Press Releases        | \$ <u>500</u>   | <input type="checkbox"/> Newspaper          | \$ _____ |

List all fees associated with your event. (i.e., parking, admission, contests, etc.)

|                        |                     |
|------------------------|---------------------|
| <u>Admission</u>       | \$ <u>35</u>        |
| <u>"VIP Admission"</u> | \$ <u>300 each</u>  |
| <u>"Alcohol Sales"</u> | \$ <u>Various -</u> |
| _____                  | \$ _____            |

Please attach a separate document for the following questions. **Be very specific and answer each question in full!** The more thorough your answers, the easier it will be for our team to come to a decision.

1. **DETAILED** description of your event. What is the purpose/goal? Who benefits from your success?
2. How would HOT funds be used if approved?
3. What is your current operating budget for this event?
  - a. How much of your budget is dedicated specifically to advertising/promoting your event to visitors outside of Bastrop County?
4. Of the current budget, how much does your organization contribute vs how much will be expensed using HOT funds?
5. What is your specific marketing plan? How will you promote your event and attract visitors to Bastrop? Please provide a detailed list of the media used, amount spent, type of products used.
6. Describe your attendance goals for this event and identify steps used to achieve these goals.
7. What is your detailed plan for tracking how many room nights your event brought to Bastrop?
  - a. How do you intend to advertise or promote your event to gain room night stays?
  - b. How will your event help promote the hotel industry in Bastrop?
8. How will you measure the return on investment of the requested amount of HOT funds for your event?
9. If this is an event that Visit Bastrop has funded in the past, please tell us what new marketing initiatives you will utilize to promote hotel and convention activity for this event?
10. What is the target audience for your event?

### **HOT Occupancy Tax Application Explanation**

1. Plaza Jokana Ranch is a ranch dedicated to equestrian events honoring Hispanic heritage. Plaza Jokana regularly books events at Moody Center and the Majestic Theater and are well known producers in the Austin and San Antonio. They are raising money to further the creation of an equestrian therapy center for children to help resolve issues with physical and mental impairment. It is named JOKANA Equestrian Ministry AKA "JEM", and is a registered non-profit in the state of Texas. Currently the Plaza is underway with county permitting, thus the need to book the Mayfest Arena.
2. HOT funds would be used to advertise the event with radio, socials, and to book hotel rooms.
3. Current Operating Budget is \$156,350
  - a. 5% or \$8,000 is dedicated to out of Bastrop County
4. JEM will contribute 94% of the budget vs 6% being requested.
5. The event has been marketed on Spanish radio, social media, event flyers distributed throughout the county, Radio is \$6,000. Social media \$500. Flyers \$1,000 (see attached). \$500 is expected for press releases to other news print.
6. The attendance goal for this event is 3-5,000 with ticket sales at \$35. It is a Sunday event before the 4<sup>th</sup> of July and a summer event to help kick off the Summer in Bastrop.
7. We are in the process of securing rooms with the Holiday Inn Express. We received a rate block of \$119 plus tax for a room block.
  - a. Flyers all over town will be used to promote as well as social media and radio.
  - b. The artists included have followers well over 1 million (Majo Aguilar) and the others in the tens of thousands. (Micheal Salgado)
8. The return on investment will be via hotel rooms and the sales tax generated by the number of visitors to Bastrop. Additionally, this is the first of many Hispanic events we would like to bring to the City and County. We are investing a significant amount of funds versus what we are requesting.
9. It has never been funded.
10. Hispanic and all other families. There will be events, food, and drink for all age groups.



# BASTROP SUMMER FEST

25 AMERICAN LEGION DRIVE  
BASTROP, TEXAS 78602

PRESENTADO POR

JP  
LIVE

*Majo Aguilar*

MICHAEL  
SALGADO



LUCKYJOE  
CON DIOS PRIMERO



BALLET FOLKLORICO  
FUNNEL CAKES  
JUEGOS MECANICOS  
CONCURSOS  
ANTOJITOS MEXICANOS  
FOOD, DRINKS  
WATER SLIDE  
ESCARAMUZITAS DE  
CABALLITOS DE PALO  
BEER SEGURIDAD ESTRICTA



INVITADOS ESPECIALES  
CELESTE Y GUSTAVO  
MONTAYA



DU DICE



ESTILO  
AL NORTE



LOS LUZEROS  
De Rioverde

★★★★★ DOMINGO 29 JUNIO ★★★★★

737-348-9921

HORARIO DE 11 AM - 10:30 PM | ENTRADA \$35 | DISPONIBLE EN LINEA EN

TICKETON

NO SE PERMITE INGRESAR BEBIDAS O COMIDA DE AFUERA





APPLICATION REQUEST FOR  
HOTEL OCCUPANCY TAX FUNDING  
FY 2024-2025



I affirm and certify that all the information and answers to questions herein are complete, true, and correct to the best of my knowledge and belief. I understand that any misrepresentation, falsification, or omission of any facts called for in the application may render this application void, whenever discovered.

Please initial:

- E.P. I understand that submission of an application does not guarantee funding, in whole or in part.
- E.P. I understand that I am required to include a link to Visit Bastrop on my promotional handouts and in our website for booking hotel nights during this event.
- E.P. I understand that I must include the approved Visit Bastrop logo on all promotional handouts and on our website as a sponsor for this event. Furthermore, I will submit samples of our promotional handouts in our Post Report.
- E.P. I understand that actual receipts that total the award will be provided in the Post Report, as well as copies or screen shots of Visit Bastrop's listing as a sponsor. I understand that failure to provide all required documentation will result in becoming ineligible for future funding for the individual and/or the organization.
- E.P. I understand that if my event does not take place, I am required to return the full amount of funding to Visit Bastrop within 30 days of the intended day of the event.
- E.P. I agree to cooperate fully with Visit Bastrop, or authorized agents of Visit Bastrop, with information which reasonably relates to the payment of benefits from the HOT fund and this application.
- E.P. I hereby agree to indemnify and hold harmless Visit Bastrop against any and all claims, demands, or causes of action of any kind or nature resulting from or in connection with Visit Bastrop.
- E.P. I understand that if my application is approved, the financials of this event may be viewed at any time by Visit Bastrop prior to receiving reimbursement for the event and/or following completion of my event.
- E.P. I understand that I must abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.

I have read and understood the information in this application packet as well as the information provided to me on the FY 2024-2025 HOT Fund Application landing page on visitbastrop.com. I understand and will comply with all provisions therein; and I intend to use the funds awarded for my event to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Bastrop into the City of Bastrop and its ETJ to stay overnight in one of Bastrop's lodging facilities.

Emilia Prado

Applicant Printed Name

Date

5/5/25

[Signature]

Applicant Signature

Should my application be approved, please make check payable to:

Name Plaza Jolana Ranch Corp  
Address 188 Beaver Rd  
City/State Bastrop TX Zip 78621

# HOT FUND REIMBURSEMENT GRANT EVENT BUDGET WORKSHEET FY 2024-2025



All Hotel Occupancy Tax expenses must abide by Texas State Law. Providing a thorough budget will help determine the impact of your event and the amount of eligible expenses your event will have. Be advised that actual receipts will be required to determine all eligible costs.

|                                  | Proposed Budget Outline | Post Budget/Expenditures |
|----------------------------------|-------------------------|--------------------------|
| <b>Expenses</b>                  |                         |                          |
| Space Rental                     | 100                     |                          |
| Food & Beverage                  | 10,000                  |                          |
| Audio/Visual                     | 5,000                   |                          |
| Internet                         |                         |                          |
| Security                         | 1,500                   |                          |
| Staff Costs                      | 6,000                   |                          |
| Entertainment                    | 120,000                 |                          |
| Lodging                          | 150                     |                          |
|                                  |                         |                          |
|                                  |                         |                          |
| <b>Total Expenses</b>            | <b>148,350</b>          |                          |
| <b>Advertising Expenses</b>      |                         |                          |
| Newspaper                        |                         |                          |
| Radio                            | 6,000                   |                          |
| TV                               |                         |                          |
| Other Advertising                | 1,000                   |                          |
| Social Media                     | 500                     |                          |
| Direct Mailings                  |                         |                          |
| Press Releases/Media             | 500                     |                          |
|                                  |                         |                          |
| <b>Total Advertising</b>         | <b>8,000</b>            |                          |
| Other expenses not listed above: |                         |                          |
|                                  |                         |                          |
|                                  |                         |                          |
| <b>Revenues</b>                  |                         |                          |
| Donations                        |                         |                          |
| In-Kind Services                 |                         |                          |
| Cash Sponsors                    | 45,000                  | Alcohol sales            |
| Ticket Sales                     | 52,500                  | Sales                    |
| Other Revenues                   | 52,500                  | Sponsor                  |
| HOT Funds Awarded                | 10,000                  |                          |
|                                  |                         |                          |
| <b>Total Revenues</b>            | <b>160,000</b>          |                          |



# STAFF REPORT

---

**MEETING DATE:** June 10, 2025

**TITLE:**

Consider and act to approve the Bastrop City Council minutes from the May 27, 2025, Regular Meeting.

**AGENDA ITEM SUBMITTED BY:**

Victoria Psencik, Assistant City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve the Bastrop City Council meeting from May 27, 2025, Regular Meeting.

**ATTACHMENTS:**

- DRAFT May 27, 2025, Regular Meeting

# CITY OF BASTROP

## BASTROP CITY COUNCIL

### REGULAR CITY COUNCIL MEETING MINUTES

**Tuesday, May 27, 2025**

The Bastrop City Council met in a Regular Meeting on Tuesday, May 27, 2025, at 6:00 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

#### **Council Members Present**

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

#### **Staff Present**

City Manager Sylvia Carrillo-Trevino  
Assistant City Manager Andres Rosales  
Interim Assistant City Attorney Stanley Springerley  
City Secretary Michael Muscarello  
Assistant City Secretary Victoria Psencik  
Assistant to City Manager Vivianna Andres  
Finance Director Judy Sandrussi  
Assistant Finance Director Laura Allen  
Development Services Director James Cowey  
Police Chief Vicky Steffanic  
Public Information Officer Colin Guerra

#### **Council Members Absent**

Mayor Lyle Nelson \* *resigned 1/14/2025*

#### **1. CALL TO ORDER**

With a quorum present, Mayor Pro-Tempore Kirkland called the Regular City Council meeting at 6:00 p.m.

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

Aileen Mondragon and Jacqueline Martinez, students from Cedar Creek Elementary, led the Pledge of Allegiance.

#### **3. INVOCATION**

City of Bastrop Police Chaplain Dale Burke delivered the Invocation.

#### **4. EXECUTIVE SESSION**

Mayor Pro-Tem Kirkland closed the Open Meeting to convene the City Council into Executive (Closed) Session at 6:03 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

4A. **Section 551.071 to seek the advice of legal counsel regarding Visit Bastrop.**

4B. **Sections 551.071 to seek the advice of legal counsel regarding the development known as Ironwood.**

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

Mayor Pro-Tem Kirkland reconvened the City Council into the Open Session at 7:18 p.m. Mayor Pro-Tem Kirkland called for any action as a result of the Executive Session.

4A. **Section 551.071 to seek the advice of legal counsel regarding Visit Bastrop.**

4B. **Sections 551.071 to seek the advice of legal counsel regarding the development known as Ironwood.**

**No** action taken on the Executive Session Items 4A and 4B.

**6. PRESENTATIONS**

6A. **Mayor Pro Tem's Report**

6B. **Council Members' Report**

6C. **City Manager's Report**

A. **Old Iron Bridge Update**

B. **Water Wells**

C. **Blakey Lane / Old Austin Highway**

D. **Wastewater Plant**

E. **Streets / Water Street**

F. **Settlement Sidewalks**

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

6D. **PROCLAMATION – Recognizing the following observances for the month of June in the City of Bastrop: Alzheimer's and Brain Awareness Month, Men's Health Month, Hunger Awareness Month, and Pride Month.**

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

The proclamation was read and signed by Mayor Pro-Tem Kirkland.

**7. WORK SESSIONS / BRIEFINGS - NONE**

**8. FINANCIAL TRANSPARENCY AND BUDGET PREPARATION**

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

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

No action was taken on Item 13B.

**9. CITIZEN COMMENT(S)**

Citizen(s) addressing the City Council on an item, not on the agenda: Dax Havrilak, Sandra Ervin, Pattie Moore, and Jimmy Crouch.

**10. CONSENT AGENDA**

- 10A. **Consider and act on the second reading of Ordinance No. 2025-52, authorizing the disbursement of Thirty-Eight Thousand Dollars (\$38,000) for the construction of the Fisherman's Park Walkway Improvement project.**

Submitted by: Terry Moore, Parks & Recreation Director

- 10B. **Conduct a public hearing, consider and act on the second reading of Ordinance No. 2025-49, annexing a tract of land described as 23.298 +/- acres of land out of the Nancy Blakey survey, Abstract No. A98, located west of Farm-to-Market Road 969, know as Valverde Section 2, Phase 4, as shown in Exhibit A.**

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

- 10C. **Consider and act on the second reading of Ordinance No. 2025-50, amending the Bastrop Code of Ordinances, Chapter 13 - Utilities, Article 13.02 - Water and Wastewater Rates and Charges, by enacting Section 13.02.13 titled "Utility Pass-through Fees."**

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

- 10D. **Consider and act on the second reading of Ordinance No. 2025-51, establishing 15.8410 acres located at 1500 Farm Street, Bastrop, Texas, as designated parkland.**

Submitted by: Terry Moore, Parks & Recreation Director

- 10E. **Consider and act to approve the Bastrop City Council minutes from the May 13, 2025, Canvass of the Election / Swearing-In of Candidates and Regular Meeting.**

Submitted by: Victoria Psencik, Assistant City Secretary

- 10F. **Consider and act on Resolution No. R-2025-95, accepting a sponsorship donation in the amount of \$3,000 from Covert Chevrolet Bastrop for the 2025 Big Bang Celebration event.**

Submitted by: Terry Moore, Parks & Recreation Director



Mayor Pro-Tem Kirkland called for requests to remove any item from the Consent Agenda for separate discussion.

No requests were made to remove any item from the Consent Agenda.

**MOTION:** Council Member Plunkett moved to approve the Consent Agenda as presented after Items 10A, 10B, 10C, and 10D were read into the record by Mayor Pro-Tem Kirkland. Council Member Fossler seconded the motion. Motion carried unanimously.

## 11. ITEMS FOR INDIVIDUAL CONSIDERATION

### 11A. **Consider and act on the second reading of Ordinance No. 2025-48, amending the Comprehensive Plan's, Chapter 2 and Chapter 5 as it relates to the Growth Potential Map, Community Growth Text revisions, Land Use Categories and the Future Land Use Map.**

Submitted and Presented by: James E. Cowey, Director of Development Services  
Presented by: Ylda Capriccioso, Halff & Associates

**ORIGINAL MOTION:** Council Member Plunkett moved to approve the second reading of Ordinance No. 2025-48 as presented. Council Member Meyer seconded the motion.

Council Member Meyer (seconder of original motion) moved to make a **“friendly amendment”** to the original motion to change the color of the entire area of Eden East Farm from light pink (neighborhood commercial) to yellow (residential), like the surrounding area.

Council Member Plunkett (original motion maker) did **not** accept the friendly amendment made by Council Member Meyer, which is above.

Council Member Meyer (seconder of original motion) moved to make a second **“friendly amendment”** to the original motion to minimize the neighborhood commercial designation (light pink) around Eden East Farm to its existing size and location.

Council Member Plunkett (original motion maker) accepted the second **“friendly amendment”** made by Council Member Meyer, which is above.

**REVISED MOTION:** Council Member Plunkett moved to approve the second reading of Ordinance No. 2025-48 with the condition of “minimizing the neighborhood commercial designation (light pink) around Eden East Farm to its existing size and location” on the Future Use Land Map. Council Member Meyer seconded the motion. Motion carried unanimously.

### 11B. **Conduct a public hearing, consider and act on Resolution No. R-2025-80, approving the consent to the creation of a Municipal Utility District (MUD) to be known as Bastrop County Municipal Utility District No. 5, located west of State Highway 304 and North of Lower Red Rock Road, with a portion of the**

**property being located within the 1- mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in Exhibit "A". Also commonly known as Ironwood Development.**

Submitted and Presented by: Andres Rosales, Assistant City Manager

Mayor Pro-Tem Kirkland opened the Public Hearing at 8:35 p.m. for the creation of the Bastrop County Municipal Utility District No. 5.

Public Hearing specifically for Item 11B: Jack and Phyllis Burns and Jane Dyal (submitted comments but did not wish to speak), Karen Cathy, and Garland Stillwell.

Mayor Pro-Tem Kirkland opened the Public Hearing at 8:50 p.m. for the creation of the Bastrop County Municipal Utility District No. 5.

**MOTION:** Council Member Fossler moved to **table** the approval of Resolution No. R-2025-80 to the next City Council Meeting on June 10<sup>th</sup>. Motion failed due to a lack of a second.

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2025-80 as presented. Council Member Lowe seconded the motion. Motion carried 3-1 with Council Member Fossler casting the “nay” vote.

11C. **Consider and act on Resolution No. R-2025-87, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 4, as attached in Exhibit A.**

Submitted and Presented by: Andres Rosales, Assistant City Manager

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2025-87 as Presented. Council Member Fossler seconded the motion. Motion carried unanimously.

11D. **Consider and act on Resolution No. R-2025-88, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 5, as attached in Exhibit A.**

Submitted and Presented by: Andres Rosales, Assistant City Manager

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2025-88 as Presented. Council Member Meyer seconded the motion. Motion carried unanimously

11E. **Consider and act on Resolution No. R-2025-89, approving a Public Improvement Plan Agreement Continental Homes of Texas, LP for Valverde Section 2, Phase 4, as attached in Exhibit A.**



Submitted and Presented by: Andres Rosales, Assistant City Manager

**MOTION:** Council Member Fossler moved to approve Resolution No. R-2025-89 as Presented. Council Member Lowe seconded the motion. Motion carried unanimously.

**17. ADJOURNMENT**

Upon receiving a motion duly made and seconded to adjourn, the May 27<sup>th</sup> Regular Meeting was adjourned at 9:02 p.m.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tempore

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary



# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Consider action to approve a Resolution of the City Council of the City of Bastrop, Texas appointing a City Council nominee as the General Assembly Representative to the Capital Area Council of Government (CAPCOG) and replacing current member Lyle Nelson; authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

The City of Bastrop is a member of the **Capital Area Council of Governments (CAPCOG)**, a regional organization comprised of representatives from cities, counties, school districts, chambers of commerce, nonprofit organizations, and other entities committed to regional collaboration. CAPCOG supports a variety of initiatives, including **emergency communications, homeland security, regional planning, economic development, law enforcement coordination, and air quality management.**

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Consider action to approve the City Council of the City of Bastrop, Texas appointing a City Council nominee as the General Assembly Representative to the Capital Area Council of Government (CAPCOG) and replacing current member Lyle Nelson; authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution (number contingent on Council action)

## RESOLUTION R-2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS DESIGNATING A REPRESENTATIVE AS THE GENERAL ASSEMBLY REPRESENTATIVE TO THE CAPITAL AREA COUNCIL OF GOVERNMENT (CAPCOG) AND REPLACING CURRENT MEMBER LYLE NELSON; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop, Texas is a member of the Capital Area Council of Governments (CAPCOG); and

**WHEREAS**, CAPCOG is composed of official representatives including cities, counties, school districts, chambers of commerce, non-profit agencies and other agencies that have an interest in regionalism and programs such as emergency communications, homeland security, planning and economic development, law enforcement, and air quality; and

**WHEREAS**, \_\_\_\_\_ represents the City of Bastrop on the CAPCOG Clean Air Coalition and the community benefits by active participation in the CAPCOG and regionalism;

**WHEREAS**, the City Council designates \_\_\_\_\_ to be the General Assembly Representative to CAPCOG.

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

**Section 1.** The Mayor is hereby authorized to execute Appointment Form - General Assembly Representative-CAPCOG, designating \_\_\_\_\_ as Bastrop's designee.

**Section 2.** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this  
**10<sup>th</sup>** day of **June 2025**.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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





# STAFF REPORT

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**MEETING DATE:** June 10, 2025

**TITLE:**

Consider and act on Resolution No. 2025-97, approving the Bastrop Convention & Exhibit Center Terms and Conditions.

**AGENDA ITEM SUBMITTED BY:**

Kathy Danielson, Community Engagement Director

**BACKGROUND/HISTORY:**

The Bastrop Convention and Exhibit Center 's Policy and Procedures were created in 2011. They were modified in 2017 to be simpler and more customer friendly. The Policy and Procedures now referred to as Terms and Conditions in the current booking software has been updated to focus on transparency and hospitality, and assist the client in a more streamlined booking process.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Kathy Danielson, Community Engagement Director recommends approval of Resolution No. 2025-97 for the Bastrop Convention & Exhibit Center Terms and Conditions.

**ATTACHMENTS:**

1. Resolution No. 2025-97
2. EXHIBIT A
3. Terms & Conditions Mark Ups 2025
4. 2017 Policy and Procedures
5. 2011 Policy and Procedures

**RESOLUTION NO. R-2025-97**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP CONVENTION AND EXHIBIT CENTER TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The Bastrop Convention & Exhibit Center desires to adopt Terms & Conditions ("Policy") in order to provide guidance and clarification about the rules and regulations pertaining to Bastrop Convention & Exhibit Center

**WHEREAS,** The City Council of the City of Bastrop has reviewed the proposed Policy attached hereto as **Exhibit A**; and

**WHEREAS,** The City Council finds that adoption of the Policy is within the best interest of the City.

**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 Bastrop City Council hereby approves and authorizes the Bastrop Convention & Exhibit Center Terms and Conditions, a copy of the same being attached hereto as **Exhibit A** and incorporated herein for all purposes.

**Section 3. 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 4. Effective Date:** This Resolution shall be in full force and effect from and after its passage.

**Section 5. 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 **10th** day of **June 2025**.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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





## TERMS AND CONDITIONS

Thank you for utilizing the Bastrop Convention and Exhibit Center (BCEC) for your event. The Center is committed to serving our community and guests by focusing on exceptional customer service and true small-town Texas hospitality. **If paying by check please send the check to: City of Bastrop - Convention Center, 1311 Chestnut Street, Bastrop, TX 78602**

Below you will find our current policies and procedures to help guide your event planning process. Please do not hesitate to contact us if you have any questions.

**Note:** Beginning 12/1/23 all payments made by credit or debit card will incur a convenience fee. The fee is 3% of the total charged.

1. The Center is open by appointment only. Phone inquiries may be made Monday through Friday from 8:00 am to 5:00 pm. *The Center is closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.*
2. No animals other than service animals are permitted at the Center without prior written consent from the Executive Director.
3. Automobiles are not permitted inside the Center without prior written consent from the Executive Director.
4. Reservations for events less than twelve (12) months out are done on a first come first serve basis.
5. Event hours and event days are subject to availability and the approval of the Executive Director.
6. Reservations are only considered complete with payment of agreed upon security deposit and executed rental agreement. Security Deposits are non-refundable if the event is cancelled.
7. RENTAL FEE IS DUE 60 Days prior to your event. SECURITY DEPOSIT DOES NOT APPLY TO RENTAL FEES.
8. The Center offers several rental packages. Please refer to your rental agreement for details regarding booked hours, set up, tear down, staffing and event layout. **Layouts are due 15 days before your event** to ensure accurate room set-up.
9. Center staff will set up your event based on the agreed upon setup in your rental agreement. **Changes are subject to additional charges.**
10. Staff will be present during your event but will not be available to assist in tasks such as event production, individual vendor set-up, decorating, or bussing tables. Client is responsible for employing a sufficient number of staff or volunteers to ensure a safe, successful event.





## TERMS AND CONDITIONS

11. Clients must follow all applicable local, state and federal laws concerning the sale, distribution, and consumption of alcohol. BYOB is not allowed. Alcohol is not allowed at events that honor a minor.
12. The Executive Director/Bastrop Police Department may require you to pay for security or medical personnel at your expense depending on the nature and size of your event.
13. The Executive Director may require you to provide insurance listing the City of Bastrop as an additional insured depending on the nature and size of your event.
14. Decorations:
  - a. No banners, flyers, posters or signs may be distributed on BCEC property unless approved by the Executive Director.
  - b. No event materials, including banners, flyers, posters or signs may be nailed, stapled, tacked or driven into any portion of the BCEC, whether inside or out, or affixed to the Center in such a way that causes any changes, alterations, discoloration, staining, or need for repairs. In addition, tape and other adhesive materials may not be applied to walls or other surfaces in the Center without prior approval by the Director. Outdoor signs and banners must be pre-approved by BCEC before installation.
  - c. All decorative materials must be flame proof or enclosed in a flame proof container.
  - d. No glitter, confetti, fog machines or bubble machines are allowed indoors.
  - e. Fire exits, exit signs and air system inlets/outlets must remain accessible and visible always.
15. Prohibited indoor preparation of food items and restricted food items:
  - a. Popcorn – Indoor use of popcorn machines and distribution of popcorn is prohibited.
  - b. Cotton Candy – Production of cotton candy is prohibited indoors. Cotton candy is prohibited indoors of the Convention Center.
  - c. Snow Cones – Snow cones are prohibited indoors of the Convention Center.
16. **NO OUTSIDE FOOD ALLOWED** (Ex. Potluck, Door Dash, Grubhub) Depending upon your rental agreement, outside catering is allowed. The Center does not have an approved list of caterers; however, all caterers must obtain Bastrop County Food Handling/Health permit. Caterers shall provide the Center with all required licenses, health permits, and insurance. The City of Bastrop and BCEC must be named as an additional insurer on the policy. Caterers must also have an applicable sales Tax ID Number. Caterers shall leave the catering kitchen, as well as any other area utilized by the caterer, in the same condition as it was prior to the catered event. This includes sweeping, mopping, breaking down cardboard



## TERMS AND CONDITIONS

boxes, placing trash into dumpsters, disposing of ice sculptures, and cleaning any water on the floor to avoid damage. It is the client's responsibility to ensure all catering information is submitted to BCEC 15 days prior to the actual event.

17. Clients shall leave the Center and the parking lot in the same condition as when the Client began their rental agreement.

18. Center staff, including management, police officers, fire department and other City staff may enter the facility at any time during a client's rental period.

19. Special requests for electrical, AV, telephone or Internet service must be specified on the rental agreement. Additional charges may apply for larger events.

20. Public Safety is paramount; therefore, all clients must adhere to the City of Bastrop occupancy requirements and any applicable local, state and federal laws.

21. No activity, performance, exhibition, or entertainment shall occur on BCEC property, which is potentially dangerous to the public, is illegal or could be considered indecent, obscene, lewd, immoral or offensive to a person of ordinary sensibilities.

22. If your rental agreement requires set up not specified in the Center's options, a diagram or floor plan must be presented 15 days in advance of your event or meeting.

23. Since the Center is open by appointment only, Clients may not ship or store items at the facility without permission from the Executive Director.

24. The Center reserves the right to book more than one event at a time, unless otherwise specified in the rental agreement.

25. It is the Client's responsibility to ensure all applicable sales and or music license fees are collected by the client's vendors. The Center may ask the Client to provide sales tax ID Numbers or music licenses.

26. The Center is a tobacco and smoke-free facility. This includes cigarettes, cigars, vape devices and all other tobacco products.

27. Clients are responsible for their own ticket sales.

28. Clients may not sublease the facility for any duration of their rental agreement.

29. The Executive Director and the City of Bastrop reserve the right to deny a rental agreement based on previous rental history.

30. FORCE MAJEURE If (a) the BCEC or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in the rental agreement, or (b) if the use of the leased premises



## TERMS AND CONDITIONS

by the Client is prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Center, then the lease will terminate. Center shall not be liable or responsible to the Client for any damages caused thereby and Client waives any claim against Center and or City for damages by reason of such termination except that any unearned portion of the rent due shall abate, or if previously paid, shall be refunded by Center to Client.

31. INDEMINIFICATION To the fullest extent permitted under the Constitution and the laws of the State of Texas, Client shall indemnify, hold harmless, and defend the Center and the City, and their affiliates, agents, officers and employees, from and against all claims, demands, costs or expenses for loss, damage, or injury, including attorneys fees, whether incurred during the investigation or defense of a claim, or for bodily or personal injury, sickness, disease, death, or injury to or destruction of personal property, including the loss of use, in whole or in part, which arises out of or is related to the Client's use of the Center, the performance of the Client, or Clients' activities at the Center and Client's negligence, gross negligence, intentional acts, or omissions, or by anyone else's negligence, gross negligence, intentional acts, or omissions, who is directly or indirectly employed by or working at the direction of the Client, participating in an event of the Client or acting in concert with the Client. Such acts include, but are not limited to: (1) a failure of the Client, or any of its employees, participants, or agents, to perform in accord with this Agreement and the Policies and Procedures; (2) any injury, loss or damage, whether to person or property, occurring as a result of, or arising out of, the Client's event; (3) a failure of the Client, or its employees, participants, or agents to comply with any law(s) of any governmental authority; (4) any third party agreement(s) or contract(s) to provide goods or services for the direct or indirect benefit of the Client or a customer of the Client; or (5) any other circumstance or condition that does not arise out of or result from the gross negligence and/or willful misconduct of the City or the Center, or their agents, servants or employees.

## Client Signature



## TERMS AND CONDITIONS

Thank you for utilizing the Bastrop Convention and Exhibit Center (BCEC) for your event. The Center is committed to serving our community and guests by focusing on exceptional customer service and true small-town Texas hospitality. **If paying by check please send the check to: City of Bastrop - Convention Center, 1311 Chestnut Street, Bastrop, TX 78602**

Below you will find our current policies and procedures to help guide your event planning process. Please do not hesitate to contact us if you have any questions. ~~Communication is paramount to us and we will do our best to communicate the reasoning behind the policies and adjust as necessary to ensure your continued usage of the Bastrop Convention and Exhibit Center for future events.~~

**Note:** Beginning 12/1/23 all payments made by credit or debit card will incur a convenience fee. The fee is 3% of the total charged.

1. The Center is open by appointment only. Phone inquiries may be made Monday through Friday from 8:00 am to 5:00 pm. *The Center is closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.*
2. No animals other than service animals are permitted at the Center without prior written consent from the Executive Director.
3. Automobiles are not permitted inside the Center without prior written consent from the Executive Director.
4. Reservations for events less than twelve (12) months out are done on a first come first serve basis.
5. Event hours and event days are subject to availability and the approval of the Executive Director.
6. Reservations are only considered complete with payment of agreed upon security deposit and executed rental agreement. (MOVE \* HERE)
7. RENTAL FEE IS DUE 60 Days prior to your event. SECURITY DEPOSIT DOES NOT APPLY TO RENTAL FEES. ~~Security Deposit may be required depending on size and scope of event.~~  
\*Security Deposits are non-refundable if event is cancelled.
8. The Center offers several rental packages. Please refer to your rental agreement for details regarding booked hours, set up, tear down, staffing and event layout. **Layouts are due 15 days before your event** to ensure accurate room set-up.
9. Center staff will set up your event based on the agreed upon setup in your rental agreement. **Changes are subject to additional charges.**
10. Staff will be present during your event but will not be available to assist in tasks such as



## TERMS AND CONDITIONS

event production, individual vendor set-up, decorating, or bussing tables. Client is responsible for employing a sufficient number of staff or volunteers to ensure a safe, successful event.

11. Clients must follow all applicable local, state and federal laws concerning the sale, distribution, consumption of alcohol. BYOB is not allowed. Alcohol is not allowed at events that honor a minor.

12. The Executive Director/Bastrop Police Department may require you to pay for security or medical personnel at your expense depending on the nature and size of your event.

13. The Executive Director may require you to provide insurance listing the City of Bastrop as an additional insurer depending on the nature and size of your event.

14. Decorations:

a. No banners, flyers, posters or signs may be distributed on BCEC property unless approved by the Executive Director.

b. No event materials, including banners, flyers, posters or signs may be nailed, stapled, tacked or driven into any portion of the BCEC, whether inside or out, or affixed to the Center in such a way that causes any changes, alterations, discoloration, staining, or need for repairs. In addition, tape and other adhesive materials may not be applied to walls or other surfaces in the Center without prior approval by the Director. Outdoor signs and banners must be pre-approved by BCEC before installation.

c. All decorative materials must be flame proof or enclosed in a flame proof container.

d. No glitter, confetti, fog machines or bubble machines are allowed indoors.

e. Fire exits, exit signs and air system inlets/outlets must remain accessible and visible always.

15. Prohibited indoor preparation of food items and restricted food items:

a. Popcorn – Indoor use of popcorn machines and distribution of popcorn is prohibited.

b. Cotton Candy – Production of cotton candy is prohibited indoors. Cotton candy is prohibited indoors of the Convention Center.

c. Snow Cones – Snow cones are prohibited indoors of the Convention Center.

16. **NO OUTSIDE FOOD ALLOWED** (Ex. Potluck, Door Dash, Grubhub) Depending upon your rental agreement, outside catering is allowed. The Center does not have an approved list of caterers; however, all caterers must obtain Bastrop County Food Handling/Health permit. Caterers shall provide the Center with all required licenses, health permits, and insurance. The City of Bastrop and BCEC must be named as an additional insurer on the



## TERMS AND CONDITIONS

policy. Caterers must also have an applicable sales Tax ID Number. Caterers shall leave the catering kitchen, as well as any other area utilized by the caterer, in the same condition as it was prior to the catered event. This includes sweeping, mopping, breaking down cardboard boxes, placing trash into dumpsters, disposing of ice sculptures, and cleaning any water on the floor to avoid damage. It is the client's responsibility to ensure all catering information is submitted to BCEC 15 days prior to the actual event.

17. Clients shall leave the Center and the parking lot in the same condition as when the Client began their rental agreement.

18. Center staff, including management, police officers, fire department and other City staff may enter the facility at any time during a client's rental period.

19. Special requests for electrical, AV, telephone or Internet service must be specified on the rental agreement. Additional charges may apply for larger events.

20. Public Safety is paramount; therefore all clients must adhere to the City of Bastrop occupancy requirements and any applicable local, state and federal laws.

21. No activity, performance, exhibition, or entertainment shall occur on BCEC property, which is potentially dangerous to the public, is illegal or could be considered indecent, obscene, lewd, immoral or of offensive to a person of ordinary sensibilities.

22. If your rental agreement requires set up not specified in the Center's options, a diagram or floor plan must be presented 15 days in advance of your event or meeting.

23. Since the Center is open by appointment only, Clients may not ship or store items at the facility without permission from the Executive Director.

24. The Center reserves the right to book more than one event at a time, unless otherwise specified in the rental agreement.

25. It is the Client's responsibility to ensure all applicable sales and or music license fees are collected by the client's vendors. The Center may ask the Client to provide sales tax ID Numbers or music licenses.

26. The Center is a tobacco and smoke-free facility. This includes cigarettes, cigars, vape devices and all other tobacco products.

27. Clients are responsible for their own ticket sales.

28. Clients may not sublease the facility for any duration of their rental agreement.

29. The Executive Director and the City of Bastrop reserve the right to deny a rental agreement based on previous rental history.



## TERMS AND CONDITIONS

30. **FORCE MAJEURE** If (a) the BCEC or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in the rental agreement, or (b) if the use of the leased premises by the Client is prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Center, then the lease will terminate. Center shall not be liable or responsible to the Client for any damages caused thereby and Client waives any claim against Center and or City for damages by reason of such termination except that any unearned portion of the rent due shall abate, or if previously paid, shall be refunded by Center to Client.

31. **INDEMINIFICATION** To the fullest extent permitted under the Constitution and the laws of the State of Texas, Client shall indemnify, hold harmless, and defend the Center and the City, and their affiliates, agents, officers and employees, from and against all claims, demands, costs or expenses for loss, damage, or injury, including attorneys fees, whether incurred during the investigation or defense of a claim, or for bodily or personal injury, sickness, disease, death, or injury to or destruction of personal property, including the loss of use, in whole or in part, which arises out of or is related to the Client's use of the Center, the performance of the Client, or Clients' activities at the Center and Client's negligence, gross negligence, intentional acts, or omissions, or by anyone else's negligence, gross negligence, intentional acts, or omissions, who is directly or indirectly employed by or working at the direction of the Client, participating in an event of the Client or acting in concert with the Client. Such acts include, but are not limited to: (1) a failure of the Client, or any of its employees, participants, or agents, to perform in accord with this Agreement and the Policies and Procedures; (2) any injury, loss or damage, whether to person or property, occurring as a result of, or arising out of, the Client's event; (3) a failure of the Client, or its employees, participants, or agents to comply with any law(s) of any governmental authority; (4) any third party agreement(s) or contract(s) to provide goods or services for the direct or indirect benefit of the Client or a customer of the Client; or (5) any other circumstance or condition that does not arise out of or result from the gross negligence and/or willful misconduct of the City or the Center, or their agents, servants or employees.

## Client Signature



Thank you for utilizing the Bastrop Convention and Exhibit Center (BCEC) for your event. The Center is committed to serving our community and guests by focusing on exceptional customer service and small-town Texas hospitality. **If paying by check please send the check to: City of Bastrop - Convention Center, 1311 Chestnut Street, Bastrop, TX 78602**

Item 10B.

Below you will find our current policies and procedures to help guide your event planning process. Please do not hesitate to contact us if you have any questions. Communication is paramount to us and we will do our best to communicate the reasoning behind the policies and adjust as necessary to ensure your continued usage of the Bastrop Convention and Exhibit Center for future events.

**Note:** Beginning 12/1/23 all payments made by credit or debit card will incur a convenience fee. The fee is 3% of the total charged.

1. The Center is open by appointment only. Phone inquiries may be made Monday through Friday from 8:00 am to 5:00 pm. *The Center is closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.*
2. No animals other than service animals are permitted at the Center without prior written consent from the Executive Director.
3. Automobiles are not permitted inside the Center without prior written consent from the Executive Director.
4. Reservations for events less than twelve (12) months out are done on a first come first serve basis.
5. Event hours and event days are subject to availability and the approval of the Executive Director.
6. **Reservations are only considered complete with payment of agreed upon security deposit and executed rental agreement.**
7. **Security Deposit may be required depending on size and scope of event. Security Deposits are non-refundable if event is cancelled.**
8. The Center offers several rental packages. Please refer to your rental agreement for details regarding booked hours, set up, tear down, staffing and event layout. **Layouts are due 15 days before your event** to ensure accurate room set-up.
9. Center staff will set up your event based on the agreed upon setup in your rental agreement. **Changes are subject to additional charges.**
10. **Staff will be present during your event but will not be available to assist in tasks such as event production, individual vendor set-up, decorating, or bussing tables. Client is responsible for employing a sufficient number of staff or volunteers to ensure a safe, successful event.**
11. Clients must follow all applicable local, state and federal laws concerning the sale, distribution, consumption of alcohol. BYOB is not allowed. Alcohol is not allowed at events that honor a minor.
12. The Executive Director/Bastrop Police Department may require you to pay for security or medical personnel at your expense depending on the nature and size of your event.
13. The Executive Director may require you to provide insurance listing the City of Bastrop as an additional insurer depending on the nature and size of your event.
14. Decorations:
  - a. No banners, flyers, posters or signs may be distributed on BCEC property unless approved by the Executive Director.
  - b. No event materials, including banners, flyers, posters or signs may be nailed, stapled, tacked or driven into any portion of the BCEC, whether inside or out, or affixed to the Center in such a way that causes any changes, alterations, discoloration, staining, or need for repairs. In addition, tape and other adhesive materials may not be applied to walls or other surfaces in the Center without prior approval by the Director. Outdoor signs and banners must be pre-approved by BCEC before installation.



- c. All decorative materials must be flame proof or enclosed in a flame proof container.
- d. No glitter, confetti, fog machines or bubble machines are allowed indoors.
- e. Fire exits, exit signs and air system inlets/outlets must remain accessible and visible always.

15. **Prohibited indoor preparation of food items and restricted food items:**

- a. **Popcorn – Indoor use of popcorn machines and distribution of popcorn is prohibited.**
- b. **Cotton Candy – Production of cotton candy is prohibited indoors. Cotton candy is prohibited indoors of the Convention Center.**
- c. **Snow Cones – Snow cones are prohibited indoors of the Convention Center.**

16. Depending upon your rental agreement, outside catering is allowed. The Center does not have an approved list of caterers; however, all caterers must obtain Bastrop County Food Handling/Health permit. Caterers shall provide the Center with all required licenses, health permits, and insurance. The City of Bastrop and BCEC must be named as an additional insurer on the policy. Caterers must also have an applicable sales Tax ID Number. Caterers shall leave the catering kitchen, as well as any other area utilized by the caterer, in the same condition as it was prior to the catered event. This includes sweeping, mopping, breaking down cardboard boxes, placing trash into dumpsters, disposing of ice sculptures, and cleaning any water on the floor to avoid damage. It is the client's responsibility to ensure all catering information is submitted to BCEC 15 days prior to the actual event.

17. Clients shall leave the Center and the parking lot in the same condition as when the Client began their rental agreement.

18. Center staff, including management, police officers, fire department and other City staff may enter the facility at any time during a client's rental period.

19. Special requests for electrical, AV, telephone or Internet service must be specified on the rental agreement. Additional charges may apply for larger events.

20. Public Safety is paramount; therefore all clients must adhere to the City of Bastrop occupancy requirements and any applicable local, state and federal laws.

21. If your rental agreement requires set up not specified in the Center's options, a diagram or floor plan must be presented 15 days in advance of your event or meeting.

22. Since the Center is open by appointment only, Clients may not ship or store items at the facility without permission from the Executive Director.

23. The Center reserves the right to book more than one event at a time, unless otherwise specified in the rental agreement.

24. It is the Client's responsibility to ensure all applicable sales and or music license fees are collected by the client's vendors. The Center may ask the Client to provide sales tax ID Numbers or music licenses.

25. The Center is a tobacco and smoke-free facility. This includes cigarettes, cigars, vape devices and all other tobacco products.

26. Clients are responsible for their own ticket sales.

27. Clients may not sublease the facility for any duration of their rental agreement.

28. The Executive Director and the City of Bastrop reserve the right to deny a rental agreement based on previous rental history.

29. FORCE MAJEURE If (a) the BCEC or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in the rental agreement, or (b) if the use of the leased premises by the Client is prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Center, then the lease will terminate. Center shall not be liable or responsible to the Client for any damages caused thereby and Client waives any claim against Center and or City for

damages by reason of such termination except that any unearned portion of the rent due shall abate, or if previously paid, shall be refunded by Center to Client.

Item 10B.

30. INDEMINIFICATION To the fullest extent permitted under the Constitution and the laws of the State of Texas, Client shall indemnify, hold harmless, and defend the Center and the City, and their affiliates, agents, officers and employees, from and against all claims, demands, costs or expenses for loss, damage, or injury, including attorneys fees, whether incurred during the investigation or defense of a claim, or for bodily or personal injury, sickness, disease, death, or injury to or destruction of personal property, including the loss of use, in whole or in part, which arises out of or is related to the Client's use of the Center, the performance of the Client, or Clients' activities at the Center and Client's negligence, gross negligence, intentional acts, or omissions, or by anyone else's negligence, gross negligence, intentional acts, or omissions, who is directly or indirectly employed by or working at the direction of the Client, participating in an event of the Client or acting in concert with the Client. Such acts include, but are not limited to: (1) a failure of the Client, or any of its employees, participants, or agents, to perform in accord with this Agreement and the Policies and Procedures; (2) any injury, loss or damage, whether to person or property, occurring as a result of, or arising out of, the Client's event; (3) a failure of the Client, or its employees, participants, or agents to comply with any law(s) of any governmental authority; (4) any third party agreement(s) or contract(s) to provide goods or services for the direct or indirect benefit of the Client or a customer of the Client; or (5) any other circumstance or condition that does not arise out of or result from the gross negligence and/or willful misconduct of the City or the Center, or their agents, servants or employees.

**DRAFT 2.9.11 (Revised based on input from KD after meeting with MT on 2.8.11)**

## **BASTROP CONVENTION AND EXHIBIT CENTER**

### **PHASE II**

### **Policies & Procedures**

The Bastrop Convention and Exhibit Center may be referred to herein as BCEC or the Center. Any Lessee who rents the BCEC, or any portion thereof, shall initial receipt of these Policies and Procedures at the bottom of each page.

#### **ANIMALS**

No animals other than service animals are permitted in the BCEC without prior written authorization from the Center Director.

#### **AUTOMOBILES**

Automobiles are not permitted inside of the Center without prior written authorization from the Center Director. In the event an automobile inside the Center is necessary for a display, all fire regulations pertaining to automobiles must be strictly adhered to.

#### **RESERVATION POLICIES**

1. All reservations for events to be held at the Center must be made during regular business hours Monday-Friday (8:00 am – 5:00 pm) by an individual 18 years or older. The Center is closed on Sundays unless the entire facility is rented for that day or the Center is booked for a three day event. In addition, the Center is closed on Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day. **Event rental hours are 8:00am to 12 midnight. Add this to policy and procedures.**
2. Except under specific, limited circumstances, reservations for specific dates and times are made on a first - come, first- served basis. To hold a reservation for an event, the reservation must be accompanied by a signed contract executed by the responsible party and payment of the following fees: 1) Security Deposit (equal to ½ of the “rental fee”) 2) ½ of the Alcohol Surcharge, if applicable, 3) ½ of the Catering Fee, if applicable, and 4) Amenity Deposit (equal to 1/2 of the total of all amenities required for the event). Amenities may include but are not limited to electricity and internet access. If the Security Deposit, ½ the Alcohol Surcharge, ½ the Catering Fee, Amenity Deposit and signed Contract are not provided to the Center Director at the time the reservation is made, the reservation is considered “tentative” and may be cancelled. Please be advised that under limited circumstances multi-day events may take precedence over single day events. **Dates may be reserved by the customer up to three (3) years in advance for any event (e.g. meetings, trade associations, weddings). Delete this section.**
3. All fees owed to the BCEC for an event based on the most current BCEC Fee Schedule, (except for those fees required to be paid at the time the reservation is made) must be paid,

in full, a minimum of sixty (60) days prior to the date of the event. A copy of the BCEC Fee Schedule may be acquired from the Center Director.

4. If the Lessee requires that the Center open early (before 7:30 a.m.) to set up, the Lessee will be charged an additional \$100.00 per/hour as a “set-up fee”. In addition, if the Lessee must access the Center before the contracted start date and time (e.g. the evening before an event), the Customer will be charged an additional \$150.0 per/hour. No pro-rating is permitted. For every portion of an hour used, the Lessee will be charged for a full hour. Please be advised that both an early opening and/or additional set-up time must be pre-approved by the Customer, discussed with the Director in advance, and are subject to room availability.
5. Rental of the Center does not entitle the Lessee to use of Center staff in connection with an event except for the basic set-up of the room rented by the Lessee, which includes the layout and placement of table and chairs (See section 6 below for additional information). In addition, Center staff will be available to stock and clean the bathrooms and attend to any emergency situation. Lessee shall be solely responsible for employing a sufficient number of qualified personnel, in the Director’s sole discretion, with input from City Staff, if necessary, for the event to safely and successfully occur. This includes, but is not limited to ticket operators, ushers, registration personnel, law enforcement officers, paramedics, spotlight operators, sound system technicians, plumbers, electricians, individuals necessary for the handling of freight, decorations, scenery, or other property of Lessee. Lessee agrees that each person employed by Lessee to provide services in the BCEC Center be approved and authorized by the Director and Center and shall, at all times, maintain an appropriate appearance and conduct himself/herself in a polite and professional manner. Lessee agrees to replace any employees failing to do so immediately upon notice by the Director.
6. Each room rental fee includes one room set-up, per event, which consist of the placement of tables and chairs. Each additional room set-up or change in a layout will be provided upon the payment of additional fees. Minor adjustments to a set-up will be judged on a case-by-case basis. (See Room Set-Up Fee Schedule or contact the Director for additional information).

### **SECURITY DEPOSIT**

A Security Deposit equal to ½ of the “room rental fee” (not to exceed \$2000) is required to reserve a room for an event. Security Deposits are required for each room rented and are not applied towards the rental fee. The Security Deposit will be refunded to the Lessee fifteen (15) days after an event if the Lessee, including the participants and his/her caterer, has complied with all rules and regulations of the BCEC. In the event a Lessee, caterer, or event participant fails to comply with BCEC rules, the Security Deposit may be used by the Center to clean, repair, replace, or pay for any property of the Center which is damaged or destroyed. The Security Deposit may be held at the discretion of the Center Director for as long as necessary to determine the extent of damages and the cost of repairs and/or replacement of property. If the cost of cleaning, repairs and/or damage exceeds the amount of the Security Deposit, the Lessee will be billed the overage. **Security deposits are non-refundable if an event is cancelled.**

## **CANCELLATION/REFUND POLICY**

**The Security Deposit is non-refundable if an event is cancelled.** If a reservation is cancelled 18 months or more before a scheduled event, the Lessee shall be entitled to a refund of the following payments: 1) the Alcohol Surcharge, if any, 2) the Catering Fee, if any, and 3) the Amenity Deposit, if any. If a reservation is cancelled within 18 months of a scheduled event, the Customer shall forfeit any and all monies paid to the Center. **Any cancellation of a reservation must be received by the Center in writing.**

## **ALCOHOL POLICY**

The BCEC permits the sale and service of alcohol during events. However, the BCEC does not hold a Texas Alcohol Beverage Commission (TABC) License. Accordingly, to sell or serve alcohol in the Center, the Lessee must contract with a caterer that holds or obtains a TABC License/Special Event Permit. Alcohol brought by the Lessee or individual participants (BYOB) may not be served or consumed on Center property under any circumstances. Alcohol is not allowed for any event that honors a minor. One half of the \$1.00 alcohol surcharge, per person, will be charged the Lessee at the time of booking. Sixty (60) days prior to the event, the Customer shall pay the remaining balance. In the event a greater number of participants attend the event than were originally anticipated and paid for, the Lessee will be charged the difference. The Lessee or Lessee's caterer must provide the Center Director with a copy of the TABC License no later than 15 days prior to the date of the event.

## **INSURANCE**

The City of Bastrop and the BCEC must be named as an additional insured on Lessee's policy. The following insurance coverage must be obtained by the Lessee to use the BCEC.

- a. Workers compensation insurance, as required by law;
- b. Employer's liability insurance in an aggregate amount of not less than;
  - i. \$100,000.00 each accident
  - ii. \$500,000.00 disease-policy limit
  - iii. \$100,000.00 disease-each employee
- c. Texas workman's compensation endorsements attached;
- d. Comprehensive general liability insurance, including products and liquor liability with not less than the following limits:
  - i. \$1,000,000.00 General Aggregate
  - ii. \$1,000,000.00 Products/Completed Operations Aggregate
  - iii. \$ 500,000.00 Each Occurrence Limit
  - iv. \$ 50,000.00 Fire Legal Liability
  - v. \$ 5,000.00 Premises Medical Payments
- e. Automobile liability insurance with limits of not less than: \$500,000.00 combined single limit.

*For Lessee's that do not carry the above insurance, insurance is available through TML (Texas Municipal League) and the TULIP (TENANT USER LIABILITY INSURANCE PROTECTION) program. These entities assist the Lessee with acquiring the necessary insurance at affordable rates. For additional information please contact the Center Director.*

### **SECURITY**

The BCEC prefers that the Lessee use City of Bastrop Police Department officers for event security. The Lessee is responsible for making arrangements directly with the Bastrop Police Department. Security must be present on Center property a minimum of thirty (30) minutes before an event starts until thirty (30) minutes after the event ends. The hourly fee for the police officers providing security is determined by the Bastrop Police Department. The number of officers required will be determined by the Director and the Chief of Police, based on the size and type of the event. Upon request, under limited circumstances, the Center will allow the use of County and State Police Officers with coordination with the Bastrop Police Department.

### **BUILDING CONDITIONS / DECORATIONS**

1. No banners, flyers, posters or signs may be distributed on BCEC property.
2. No event materials, including banners, flyers, posters or signs may be nailed, stapled, tacked or driven into any portion of the BCEC, whether inside or out, or affixed to the Center in such a way that causes any changes, alterations, discoloration, staining, or need for repairs. In addition, tape and other adhesive materials may not be applied to walls or other surfaces in the Center without prior approval by the Director. Outdoor signs and banners must be preapproved by BCEC before installation.
3. All decorative materials must be flame proof or enclosed in a flame proof container (e.g. fish bowl, hurricane glass cover)
4. Fire exits, exit signs and air system inlets or outlets must remain accessible and visible at all times.
5. The following materials are prohibited inside the BCEC: straw, hay, glitter, confetti, birdseed, rose petals, rice, sequins and artificial snow. Balloons cannot be filled with any of the above items. Rice, birdseed, confetti and rose petals are permitted in the parking lot and street areas of the Center only.

### **CATERING**

**Please see the Caterer's Agreement for additional information**

Any caterer for an event at the BCEC must be on BCEC's list of approved caterers. Caterers are required to sign a Caterer's Agreement with the Center and pay a \$100.00 yearly fee to be included on the list. Caterers shall provide the Center with all required licenses, health permits and insurance in advance of any catered event. The Center will collect from the Caterer 5% of the total catering fee, to be paid a minimum of ten (10) days before the event and a 5% alcohol fee, if applicable, payable within ten (10) days after the event. As stated above, the Center also charges the Lessee a \$1.00 per/ person catering fee, one half of which is to be paid at the time the Center is reserved by the Lessee.

### **CLEANING**

Lessee shall leave the Center in the same condition as when the Lessee took possession. All trash shall be removed from the Center, whether during or immediately following the event, and placed in the appropriate dumpsters located behind the catering kitchen on the east side of the Center. Please be advised that the time it takes to clean the leased area is part of the event time. If additional time is required to clean the utilized area, the Lessee will be charged accordingly.

### **CONTROL OF BUILDING**

The lease of the Center by a Lessee does not relinquish the right of Center staff to control the management and operation of the BCEC and to enforce all rules and regulations regarding same. The Director, his/her deputy, police officers, fire fighters, and employees of the BCEC may enter the facility, including any or all leased premises, at any time and for any purpose arising out of or related to the operation of the Center.

### **EQUIPMENT RENTALS**

All electrical equipment used on BCEC property must be U.L. approved. Accessibility to equipment rooms and utility boxes are prohibited without authorization from a Center employee. Electrical service for events will be rented, supplied and serviced from the BCEC. (Special electrical requests, such as phone line(s) and Internet service must be given, in writing, forty-five (45) days in advance of an event; additional fees will apply.)

### **FIRE ALARMS**

A false alarm caused by the Lessee or an event attendee during an event is a felony and will result in the Lessee forfeiting their entire Security Deposit, as well as any other money paid to the Center, including but not limited to the Rental Fee, Catering Fee, Alcohol Surcharge, and Amenity Deposit. In the event a fire alarm sounds, the Fire Department, Police Department and other emergency personal will be called to the Center and the Center will be evacuated until the Fire Department determines that it is safe to return into the building.

### **FIRE SAFETY**

All events are subject to City of Bastrop occupancy requirements. The Director, Fire Chief, and City Manager reserve the right to determine the need for additional fire security at an event. Lessee will be solely responsible for any additional security expenses that are required. All exit doors must remain unlocked during all event hours. No fire lanes may be blocked at any time. A 10' clearance on both sides of exit doors (egress and ingress) with no physical obstruction must be maintained at all times. Please contact the Director regarding additional fire restrictions related to automobiles inside of the Center.

### **FLAMMABLE LIQUIDS**

Flammable Liquids such as, but not limited to, gasoline, kerosene, bottled flammable gas and oil are not permitted inside the BCEC. An exception will be made for catering sterno.

### **FLOOR PLANS (DIAGRAMS)**

A diagram/floor plan demonstrating the aisle spacing required by the Bastrop Fire Marshal (5 feet minimum) must be submitted and approved by the Director, Fire Marshal, and Chief of Police at



least forty-five (45) days prior to the first day of set-up for an event. Diagrams must be drawn as close to scale as possible and indicate service/ contractor equipment, aisle widths, primary entrance, concession area(s) and meeting areas(s). Failure to submit the required diagram forty-five (45) days in advance of an event absolves the Center of the responsibility to have adequate personnel scheduled for set-up. In addition, if necessary to fire and safety control and protection, the Center reserves the right to cancel an event, without reimbursement of fees paid, if a Lessee fails to submit an approved diagram forty-five (45) days before a scheduled event. Due to allocation of equipment and manpower, only minor changes can be made to a floor plan once a diagram/floor plan is received and approved by the Center. Requests for major changes to a floor plan may be subject to additional fees, as outlined in the rental contract.

### **FREIGHT/SHIPMENTS**

BCEC staff will not accept, store or ship freight or packages for any party, including Lessee, exhibitors, delegates or vendors, at any time. The BCEC will not sign for and will decline receipt of any shipments sent to the Center. All freight must be shipped to the Lessee and the Lessee must be on site to sign for the delivery. All deliveries must be made during the lease period specified in the contract. Any items left in the BCEC must be picked up by the Lessee no later than three (3) days after the event, or such items may be disposed of by the Center Director. The Center is not responsible for items left at the facility or for damaged, lost or stolen items.

### **FORCE MAJEURE**

If (a) the BCEC or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in the lease, or (b) if the use of the leased premises by Lessee is prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Center, then the lease will terminate. Center shall not be liable or responsible to Lessee for any damages caused thereby and Lessee waives any claim against Center and or City for damages by reason of such termination except that any unearned portion of the rent due shall abate, or if previously paid, shall be refunded by Center to Lessee.

### **MULTIPLE BOOKINGS**

The Center Director reserves the rights to book more than one event in the BCEC at a time. Consideration will be given to avoid conflicts due to noise or traffic concerns. The Lessee may elect to rent the entire facility if sharing the facility, in the Director's sole discretion, is not possible.

### **SALES/ MUSIC FRANCHISE FEE**

A 10% fee will be assessed by the Center for the sale of any item sold at the BCEC (e.g. tapes, books, tee-shirts or other specialty items). The collection of sales tax is the responsibility of the vendor. A copy of the vendor's sales tax license must be provided to the Director prior to an event. All ASCAP fees are the responsibility of the Lessee. **The Center reserves the right to audit the records of any vendor selling items at the BCEC to ensure compliance with this section.** Any vendor seeking to sell items at the BCEC shall provide to the Center their contact information, as well as any other identifying information deemed necessary by the Director.

### **OUTSIDE CONTRACTORS/VENDORS**

The Lessee shall submit to the Director, a minimum of thirty (30) days prior to an event, a list of all contractors and employees the Lessee intends to use for the event. All contractors and employees must be properly licensed, permitted and insured before they may enter the Center.

### **PERFORMANCE QUALITY**

No activity, performance, exhibition, or entertainment shall occur on BCEC property which is potentially dangerous to the public, is illegal or could be considered indecent, obscene, lewd, immoral or offensive to a person of ordinary sensibilities. In the event it is determined by the Director, in her sole discretion, that this section is or will be violated, the Director shall have the right to demand that Lessee immediately omit such attractions. If the Lessee fails to comply with the Director's request, the Center shall have the right to cancel the event, without refunding the Security Deposit.

### **PARKING LOT**

The BCEC parking lot may not be used for commercial exhibits, displays, or promotions without the express written consent of the Director. If permission is granted, the Lessee may not drill, bore or punch any type of hole in the surface of the parking lot. At the conclusion of an event, Lessee shall leave the parking lot in the same condition it was provided with all trash removed to the appropriate dumpster(s). Any damage to landscaping on BCEC property caused during or arising out of an event sponsored by the Lessee shall be replaced at the sole cost of the Lessee. No vehicles are permitted to drive on the grass areas located around the Center, without the prior written permission from the Director.

### **PORTABLE WALLS / FREIGHT DOORS**

Center personnel are the only individual's authorized to move portable walls, open and close freight doors, turn on lights, change thermostat settings or unlock doors. Lessee must provide written notice in advance of the time these actions are required.

### **VEHICLE SECURITY**

No vehicles are permitted on Center walkways or terrace areas. The loading and unloading of vehicles must be from the designated loading dock or parking lot areas. Vehicles left unattended in fire lanes or loading areas will be towed at owner's expense. Please lock your vehicles after parking. The Center is not responsible for damaged, stolen or lost possessions. Some events may be subject to additional security, as determined by the Director.

### **SMOKING**

By City ordinance, the BCEC is a non-smoking facility. Smokers are required to use the designated outdoor areas and receptacles, only. Smoking in the Center will result in a forfeiture of the Security Deposit.

### **TICKETED EVENTS**

Ticket sales, if any, are the responsibility of the Lessee. Lessee may elect to rent the Center's ticket booth and phone lines for tickets sales during normal business hours or as otherwise agreed to by the Center and the Lessee. Staffing of ticket sales activities is the sole responsibility of the Lessee.

**SUBLEASING**

Subleasing of the Center is strictly prohibited. The named Lessee must be the individual or entity holding or sponsoring the event.