

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



March 24, 2020 at 6:30 P.M.

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

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

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

PLEASE NOTE: ANYONE 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.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

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

3. INVOCATION – Council Member Ennis

4. PRESENTATIONS

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

5. WORK SESSION/BRIEFINGS

- 5A. Receive presentation and hold discussion on changes to the B³ Code Technical Manual and other future updates.

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending February 29, 2020.

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

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

8. CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the March 10, 2020, Regular meeting; March 13, 2020, Special Called meeting; and March 16, 2020 Special Called and Emergency meetings.
- 8B. Consider action to approve the second reading of Ordinance No. 2020-06 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 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 an effective date.
- 8C. Consider action to approve the second reading of Ordinance No. 2020-05 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Article 13.02 "Water and Wastewater Rates and Charges", Sections 13.02.002 Wastewater Service Charge, 13.02.004 Water Service Charges, and 13.02.008 Billing, Discontinuance of Service; Amending Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, and proper notice and meeting.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider and adopt on first and final reading an ordinance as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 9B. Consider action to approve Resolution R-2020-30 of the City Council of the City of Bastrop, Texas (“City”) responding to the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the “Alliance of CenterPoint Municipalities;” determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.
- 9C. Consider action to approve the first reading of Ordinance No. 2020-07 of the City Council of the City of Bastrop, Texas, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and Texas Water Development Board Regulations; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting; and move to include on the April 14, 2020 City Council consent agenda for a second reading.
- 9D. Consider action to approve Resolution No. R-2020-31 of the City Council of the City of Bastrop, Texas awarding a contract for annual pricing agreement for ribbon curbing to 304 Construction, LLC, attached as Exhibit A; priced according to the bid proposal sheet attached as Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9E. Consider action to approve Resolution No. R-2020-33 of the City Council of the City of Bastrop, Texas abandoning a Public Utility Easement at 1405 Willow Street Bastrop TX., attached as EXHIBIT A authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property and easements associated with the construction of Wastewater Treatment Plant #3.
- 10B. Pursuant to Texas Government Code Sections 551.071, consultation with attorney regarding legal matters involving Declaration of Local State of Disaster, Emergency Orders, and related regulatory issues.

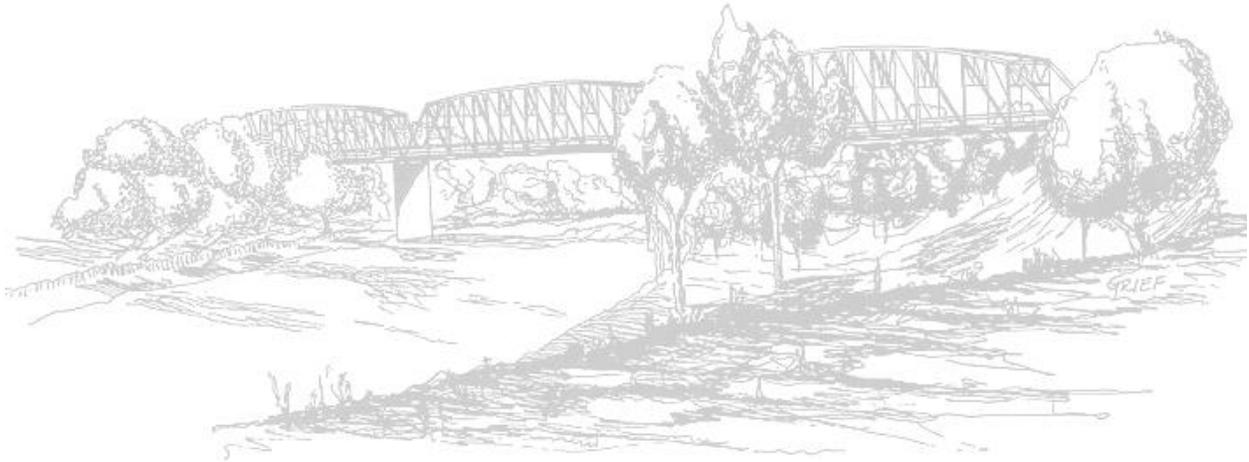
11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, March 19, 2020 at 1:00 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin

Ann Franklin, City Secretary





STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 4A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

- Power Point Presentation

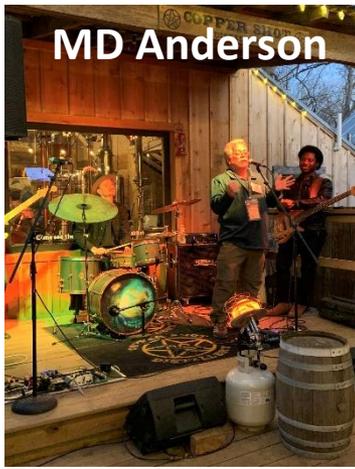
Mayor's Report
March 24, 2020



Latest Activities

February 27 – March 18

Events in 2020: 87



MD Anderson



Bastrop Opera House
"Fools"



Empty Bowl 2020



Mayor's Prayer Lunch



Speak Up Speak Out 1st Place in State!



TML – CMO Certification



Bastrop 4H



Alive After Five David Weekly



ZOOMA
YMCA
Water Stop



Planned Events

March 18 - 24

- COVID-19 EOC
- March 24 – City Council Meeting



Upcoming Events & City Meetings

- COVID-19 EOC
- April 14– City Council Meeting





STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 4B

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

POLICY EXPLANATION:

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

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

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STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 4C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

POLICY EXPLANATION:

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

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

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- (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: March 24, 2020

AGENDA ITEM: 5A

TITLE:

Receive presentation and hold discussion on changes to the B³ Code Technical Manual and other future updates.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

BACKGROUND/HISTORY:

On November 12, 2019, the City Council adopted the Bastrop Building Block (B³) Code, the B³ Technical Manual, the Bastrop Development Manual, and the Authentic Bastrop Pattern Book. These four documents work together to ensure development complies with the long-term goals of the community to support geographically sensitive, fiscally sustainable, and authentically Bastrop developments.

The Bastrop Building Block Technical Manual, referred to as the B³ Technical Manual or B³TM, aligns and supports the standards and processes within the B³ Code and all associated chapters of the City of Bastrop Code of Ordinances, relating to or involving development, health, and safety of the City. The B³TM ensures construction of both the public and private realm's built environments achieve the longevity and vitality representative of Downtown Bastrop.

As staff, developers, and citizens use the code, it was understood that some areas will need to be amended to create an efficient and streamlined process. With this in mind, staff has identified a few areas of the B³ Technical Manual for amendments to reduce unnecessary processes and redundant information.

POLICY EXPLANATION:

With City Council direction, staff will draft amendments that will be brought forward for adoption by ordinance.

FUNDING SOURCE:

NA

ATTACHMENTS:

- Presentation

Work Session Item

Receive presentation and hold discussion on changes to the B³ Code Technical Manual and other future updates.



Bastrop Building Block (B³) Code

The B³ Code

- Subdivision, Place Type, and Development Patterns

The B³ Technical Manual

- Specifications and process that align with the standards in the B³ and Bastrop Code of Ordinance



Specific Topics for Revision

- Development Application Approval Process (Table 1.4.001A) & Notification Requirements (Table 1.4.001B)
- Remove redundancies
- Formatting and grammar



Development Application Approval Process

- Add missing approval processes:
 - Grandfathered Development Status – Ordinance No. 2019-10
 - Floodplain Variance
- Review and Approval Authority
 - Processes that are outside of the B³ Code (Building Permits, Flood Plain Permits) are not reflected properly



Notification Requirement

- Includes an Application Notice category that is not defined
- Requires notification above what is required in the Local Government Code
 - Comprehensive Plan Map Amendments
 - Includes changes to the Future Land Use Plan & Transportation Master Plan



Challenges of Increase Notification

- Mailed notification to all property owners in the City Limits and ETJ
 - Will carry significant cost in mailing, postage, and staff time.
- Posted Notice on-site
 - Hard to determine appropriate sign placement
- Future Land Use Map
 - Updates required to correspond with new Place Types



Redundancies

- Information is duplicated in the B³TM and the Development Manual
- Permitting and Certificate of Occupancy requirements should be in Bastrop Municipal Code Chapter 3: Building or Chapter 3 should refer to the B³
- Requires updates of both documents when changes are adoption
- Potential for conflicting requirements



Formatting & Grammar

- Fix misspelling and incorrect words
 - *Site* Triangle = *Sight* Triangle
- Correct code references
- Fix chapter and section numbering



Future Updates - Identified

Workshops planned for:

- Sign Code
- B³ Code reference clean up
- Pedestrian Shed implementation
- Fence standards



Council Direction

- Additional B³ Code, Technical Manual, Pattern Book, or Development Manual revisions for attention?



Questions?





STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 6A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending February 29, 2020.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

REVENUE

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

EXPENDITURES

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

POLICY EXPLANATION:

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

FUNDING SOURCE:

N/A

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending February 29, 2020

CITY OF BASTROP

Comprehensive Monthly Financial Report
February 2020



Performance at a Glance as of February 29, 2020



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

ECONOMIC INDICATORS	February 29, 2020– NEWS FOR YOU
ECONOMY	
<p><u>National:</u>  Real gross domestic product (GDP) increased at an annual rate of 2.1% in the 4th quarter of 2019. This is neutral from 2.1% from 3rd quarter 2019. The personal income increased by .6% in Jan. 2020. (All of these reported by the Bureau of Economic Analysis.)</p> <p><u>U.S. Retail Sales:</u>  Up .3% in January 2020.</p> <p><u>Texas Leading Index:</u>  This index is a single summary statistic that sheds light on the future of the state’s economy. The index is a composition of eight leading indicators. The index is at 128.37 in December 2019, down from 128.75 November 2019 and up 2.02 from one year ago.</p>	<p>Attached is the Comprehensive Monthly Financial report for Feb. 2020. This is 5 months of FY2020, or 41.7% of the fiscal year is complete.</p> <p><u>Revenues:</u> Overall, the City has earned \$25,784,645. This amount is 57% of the approved budget of \$45,274,278 and is 13% higher than the amount forecasted through the month of Jan.</p> <p><u>Expense:</u> Overall, the City has spent 5.6% less than forecasted.</p>
UNEMPLOYMENT	Noteworthy
<p><u>State-wide:</u>  The state unemployment is 3.5% in December 2019 which is up from November 2019.</p> <p><u>Bastrop:</u>  Bastrop County has an unemployment rate of 2.8% in December 2019 which is same as November 2019.</p>	N/A

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2020 Budget</u>	<u>FY2020 Forecast</u>	<u>FY2020 YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 12,235,761	\$ 7,163,927	\$ 7,255,362	1.3%
Designated	59,710	26,704	35,879	34.4%
Innovation	77,000	5,205	5,225	0.4%
Street Maintenance	248,000	158,167	163,582	3.4%
Debt Service	2,787,826	2,425,577	2,492,024	2.7%
Water/Wastewater	6,211,564	2,268,319	2,415,441	6.5%
Water/Wastewater Debt	1,900,885	543,747	546,141	0.4%
Water/Wastewater Capital Proj	3,070,000	2,450,834	2,454,847	0.2%
Impact Fees	420,850	170,354	270,203	58.6%
Vehicle & Equipment Replacement	461,692	236,122	238,602	1.1%
Electric	7,126,562	2,407,960	2,450,671	1.8%
HOT Tax Fund	3,708,456	1,373,952	1,322,377	-3.8%
Library Board	20,550	6,179	15,434	149.8%
Cemetery	106,250	25,283	15,597	-38.3%
Capital Bond Projects	3,349,644	2,835,268	2,911,566	2.7%
Grant Fund	2,863,125	188,000	187,703	-0.2%
Park/Trail Land Dedicaiton	1,000	417	912	118.7%
Hunter's Crossing PID	625,403	589,133	3,003,079	409.7%
TOTAL REVENUES	\$ 45,274,278	\$ 22,875,148	\$ 25,784,645	12.7%

POSITIVE
WARNING
NEGATIVE

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

Hunter's Crossing PID had a parcel pay the total capital assessment in Jan – will be bringing back a budget amendment for this amount.

BUDGET SUMMARY OF ALL FUNDS

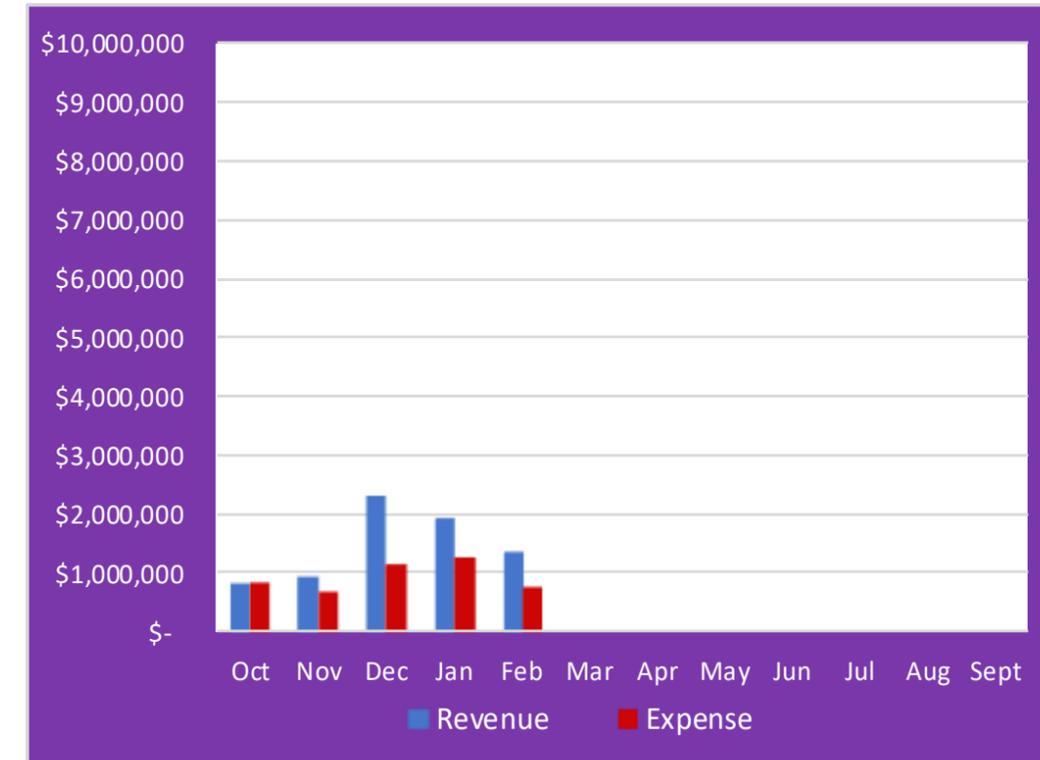
	<u>FY2020 Budget</u>	<u>FY2020 Forecast</u>	<u>FY2020 YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 12,030,369	\$ 4,719,978	\$ 4,601,304	-2.5%
Designated	471,950	6,390	4,170	-34.7%
Innovation	976,059	454,400	335,702	-26.1%
Street Maintenance	1,183,945	85,000	83,903	-1.3%
Debt Service	2,752,618	643,267	634,753	-1.3%
Water/Wastewater	6,174,738	2,391,229	2,255,313	-5.7%
Water/Wastewater Debt	3,870,887	2,408,492	2,408,493	0.0%
Water/Wastewater Capital Proj.	4,150,400	1,111,182	1,090,709	-1.8%
Impact Fees	732,691	5,000	4,400	-12.0%
Vehicle & Equipment Replacement	356,500	271,611	96,376	-64.5%
Electric	7,702,248	2,861,751	2,793,038	-2.4%
HOT Tax Fund	4,204,066	2,734,712	2,182,194	-20.2%
Library Board	23,453	9,772	428	-95.6%
Park Dedication	100,000	-	-	0.0%
Cemetery	118,429	49,887	46,336	-7.1%
Hunter's Crossing PID	1,036,148	501,336	501,727	0.1%
Capital Projects (Bond)	7,687,289	3,256,447	3,252,491	-0.1%
Grant Fund	2,863,125	241,506	241,647	0.1%
TOTAL EXPENSES	\$ 56,434,915	\$ 21,751,960	\$ 20,532,984	-5.6%
Surplus/(Shortfall)	\$ (11,160,637)	\$ 1,123,188	\$ 5,251,661	367.6%

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

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 793,594	\$ 824,583	\$ (30,989)
Nov	927,420	679,143	\$ 248,277
Dec	2,283,803	1,114,692	\$ 1,169,111
Jan	1,909,225	1,238,537	\$ 670,688
Feb	1,341,319	744,351	\$ 596,968
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 7,255,361	\$ 4,601,306	\$ 2,654,055
Cumulative Forecast	\$ 7,163,927	\$ 4,719,978	\$ 2,443,949
Actual to Forecast \$	\$ 91,434	\$ 118,672	\$ 210,106
Actual to Forecast %	1.28%	2.51%	3.79%



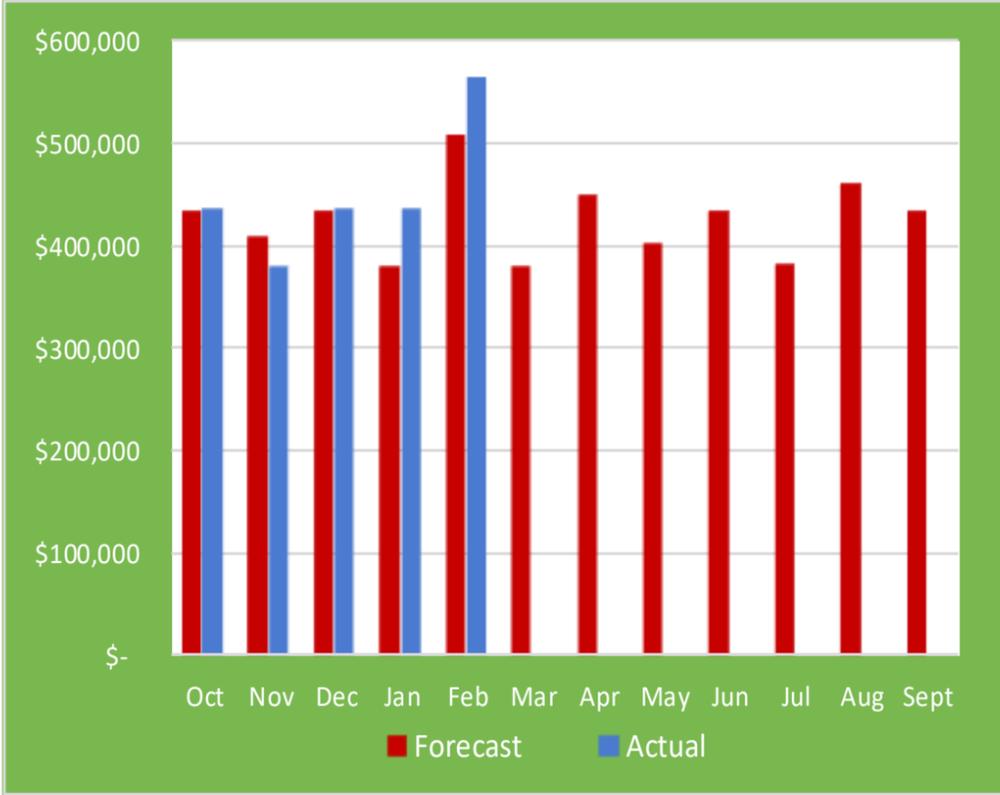
POSITIVE

Cumulatively overall, the General Fund is positive of forecasted by 3.8%. There are several employee vacancies that are attributing to the positive expense variance.

REVENUE ANALYSIS

SALES TAX REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 432,174	\$ 434,511	\$ 2,337
Nov	406,752	378,114	\$ (28,638)
Dec	432,174	434,387	\$ 2,213
Jan	379,029	434,307	\$ 55,278
Feb	505,312	562,560	\$ 57,248
Mar	376,892		\$ -
Apr	448,102		\$ -
May	400,691		\$ -
Jun	432,174		\$ -
Jul	381,330		\$ -
Aug	457,596		\$ -
Sept	432,174		\$ -
Total	\$ 5,084,400	\$ 2,243,879	\$ 88,438
Cumulative Forecast	\$ 2,155,441		
Actual to Forecast	\$ 88,438	4.1%	

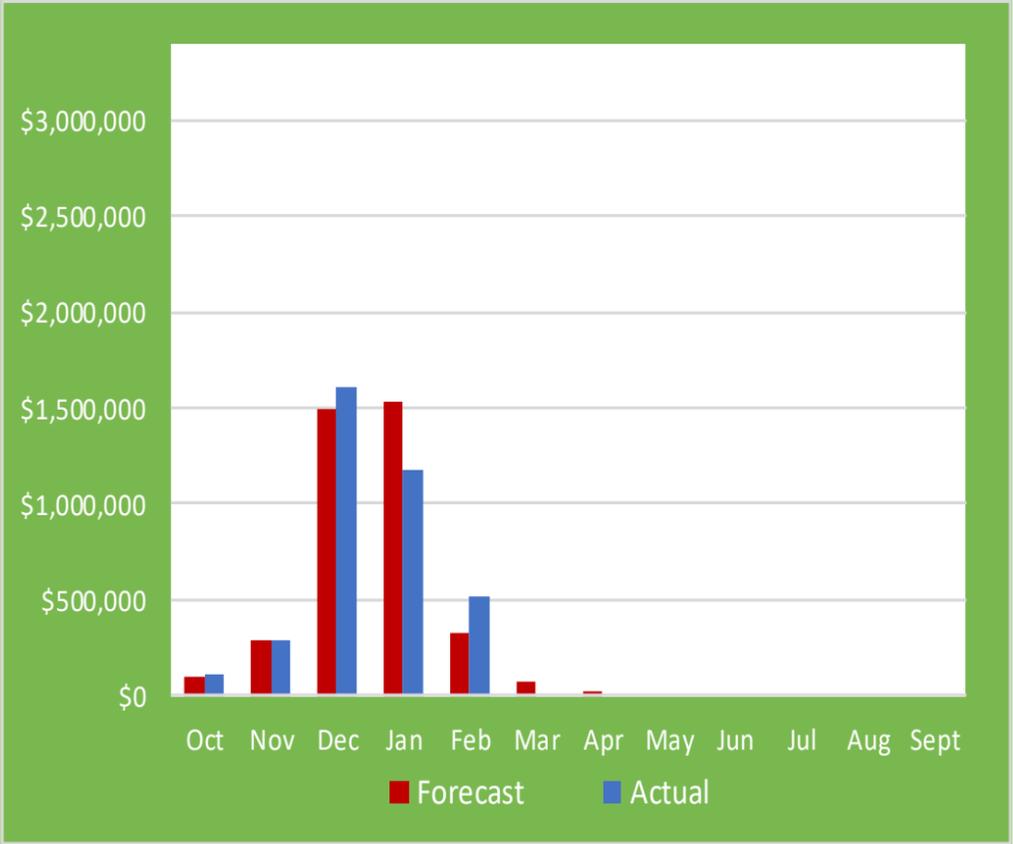


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 4% greater than forecasted.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 96,182	\$ 110,455	\$ 14,273
Nov	292,365	288,604	\$ (3,761)
Dec	1,500,445	1,610,759	\$ 110,314
Jan	1,538,918	1,175,352	\$ (363,566)
Feb	323,202	516,287	\$ 193,085
Mar	76,946		
Apr	19,236		
May	-		
Jun	-		
Jul	-		
Aug	-		
Sept	-		
Total	\$ 3,847,294	\$ 3,701,457	\$ (49,655)
Cumulative Forecast	\$ 3,751,112		
Actual to Forecast	\$ (49,655)	-1.32%	



WARNING

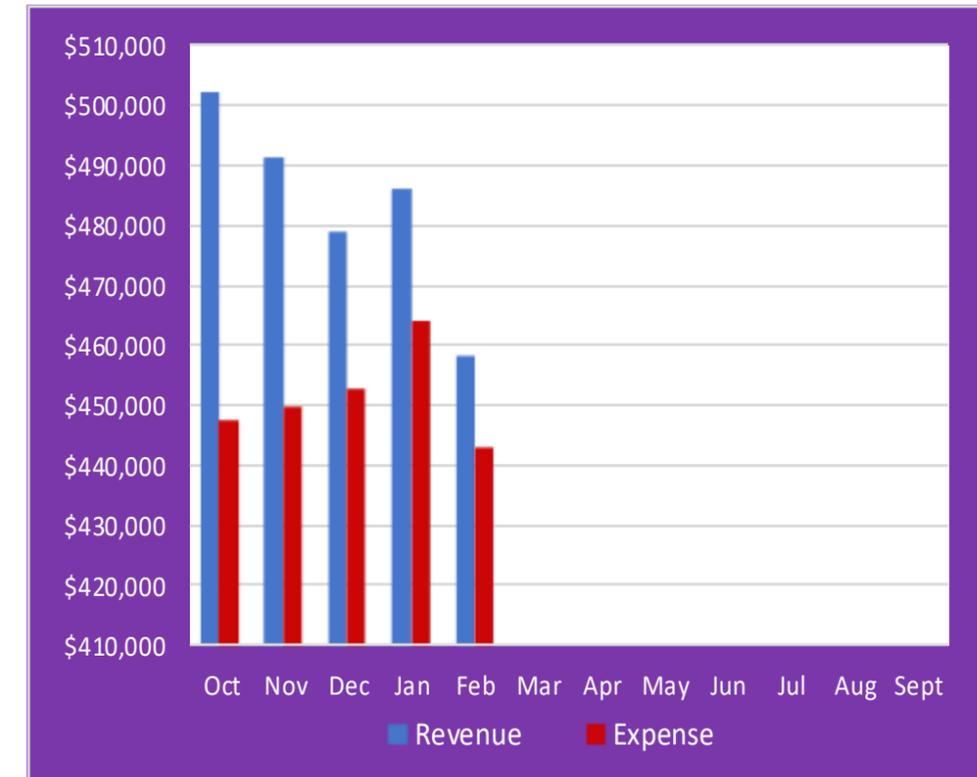
Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The forecasted amounts were based on FY2019 actual amounts received. The timing of these payments can fluctuate each year. The actual is short the forecast by 1%. This will even out over the next few months. We have consistently had a 99% collection rate. We are at 96% as of end of February.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –February 2020

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 501,916	\$ 447,250	\$ 54,666
Nov	490,855	449,305	\$ 41,550
Dec	478,735	452,449	\$ 26,286
Jan	485,721	463,689	\$ 22,032
Feb	458,214	442,619	\$ 15,595
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 2,415,441	\$ 2,255,312	\$ 160,129
Cumulative Forecast	\$ 2,268,319	\$ 2,391,229	\$ (122,910)
Actual to Forecast \$	\$ 147,122	\$ 135,917	\$ 283,039
Actual to Forecast %	6.49%	5.68%	12.17%



POSITIVE

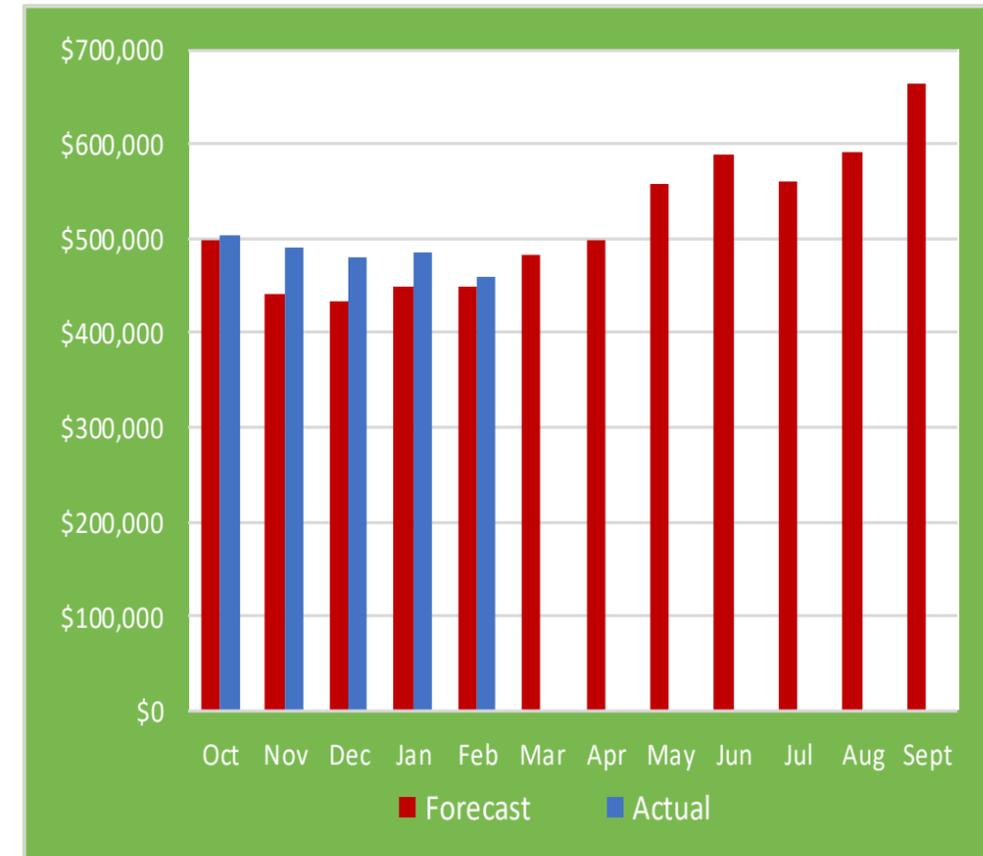
Water and wastewater fund is 12% net positive. There are several vacant positions in this fund and revenue is coming in higher than forecasted.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –February 2020

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 497,087	\$ 501,916	\$ 4,829
Nov	439,890	490,855	\$ 50,965
Dec	433,509	478,735	\$ 45,226
Jan	447,943	485,721	\$ 37,778
Feb	449,890	458,214	\$ 8,324
Mar	482,653		
Apr	497,087		
May	558,717		
Jun	589,533		
Jul	560,665		
Aug	591,480		
Sept	663,111		
Total	\$ 6,211,565	\$ 2,415,441	\$ 147,122
Cumulative Forecast	\$ 2,268,319		
Actual to Forecast	\$ 147,122	6.49%	



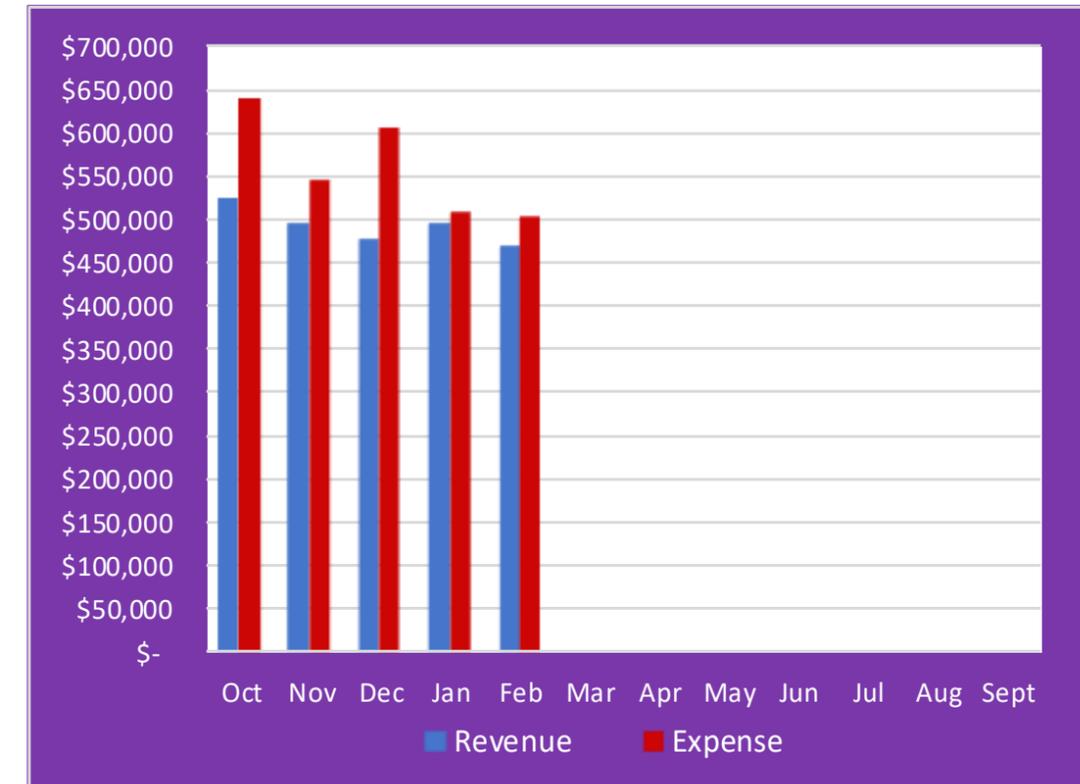
POSITIVE

The water and wastewater actual revenue is higher than forecast by over 6.5%. There were 10 new meters set this month 8 residential and 2 commercial.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 520,687	\$ 637,713	\$ (117,026)
Nov	493,894	541,649	\$ (47,755)
Dec	475,356	604,251	\$ (128,895)
Jan	493,218	507,590	\$ (14,372)
Feb	467,516	501,834	\$ (34,318)
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 2,450,671	\$ 2,793,037	\$ (342,366)
Cumulative Forecast	\$ 2,407,960	\$ 2,861,751	\$ (453,791)
Actual to Forecast \$	\$ 42,711	\$ 68,714	\$ 111,425
Actual to Forecast %	1.77%	2.40%	4.17%



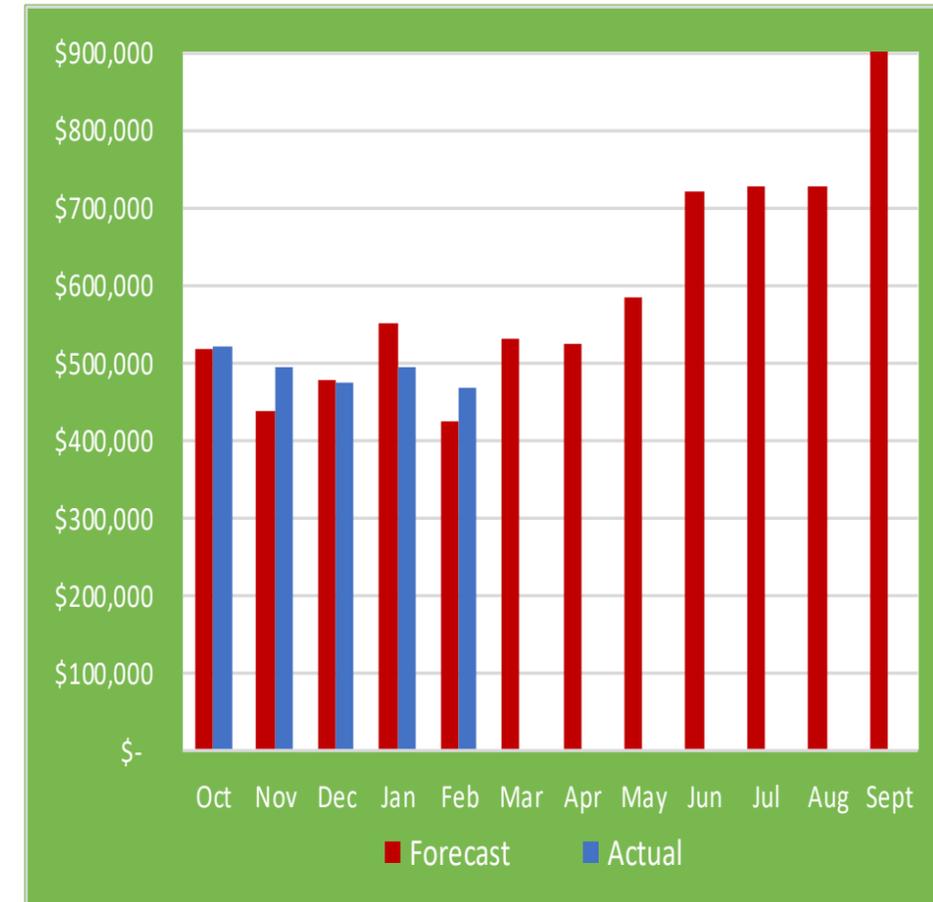
POSITIVE

The Electric utility fund is over 4% net positive actual to forecast. The expense is higher in October due to budgeted annual transfers that were processed during this month. This budget was approved with expenditures exceeding revenues to utilize available fund balance for capital projects and special projects.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 517,966	\$ 520,687	\$ 2,721
Nov	435,450	493,894	\$ 58,444
Dec	477,708	475,356	\$ (2,352)
Jan	551,515	493,218	\$ (58,297)
Feb	425,321	467,516	\$ 42,195
Mar	531,386		
Apr	524,676		
May	585,063		
Jun	719,257		
Jul	725,966		
Aug	725,966		
Sept	906,288		
Total	\$ 7,126,562	\$ 2,450,671	\$ 42,711
Cumulative Forecast	\$ 2,407,960		
Actual to Forecast	\$ 42,711	1.77%	



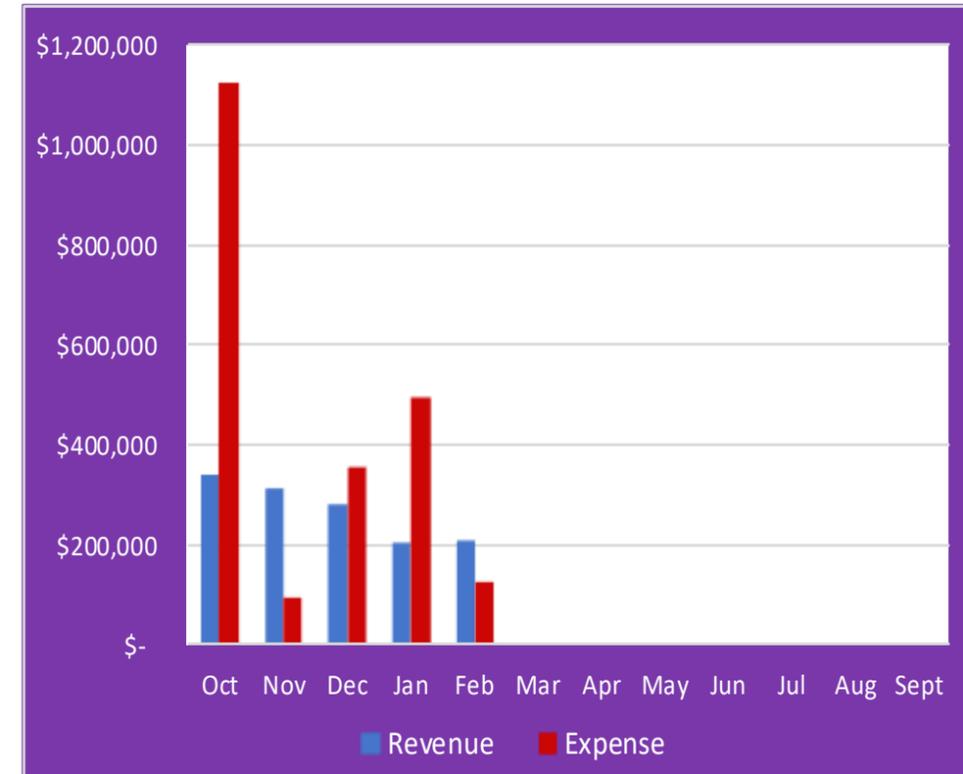
POSITIVE

The Electric utility revenue is over forecast by almost 2%. There were 5 new residential meter set and 2 commercial sets this month.

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 332,664	\$ 1,120,211	\$ (787,548)
Nov	310,199	92,618	\$ 217,581
Dec	276,054	354,093	\$ (78,039)
Jan	199,844	489,461	\$ (289,617)
Feb	203,616	125,811	\$ 77,805
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sept			
Total	\$ 1,322,377	\$ 2,182,194	\$ (859,818)
Cumulative Forecast	\$ 1,373,952	\$ 2,734,712	\$ (1,360,760)
Actual to Forecast \$	\$ (51,576)	\$ 552,518	\$ 500,943
Actual to Forecast %	-3.75%	20.20%	16.45%



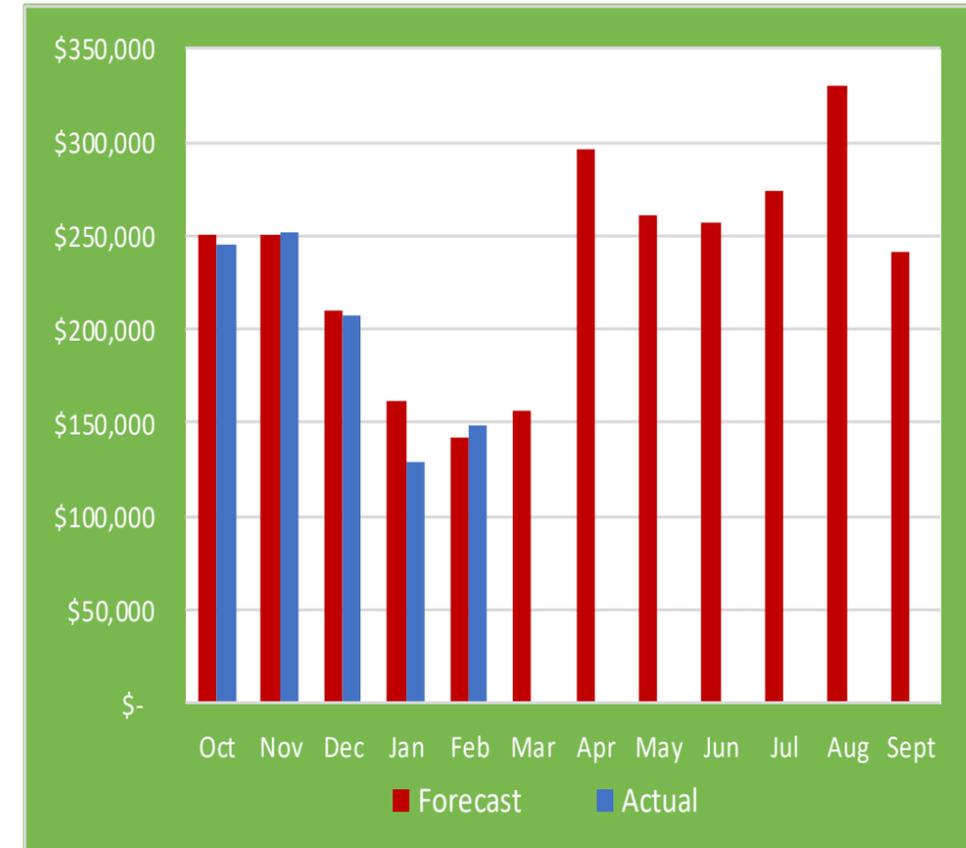
POSITIVE

The HOT Tax fund is almost 16.5% net positive. Visit Bastrop is paid on a quarterly basis along with funded organizations.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 250,522	\$ 245,000	\$ (5,522)
Nov	250,672	251,784	\$ 1,112
Dec	209,500	207,571	\$ (1,929)
Jan	161,857	128,943	\$ (32,914)
Feb	142,211	148,161	\$ 5,950
Mar	155,935		
Apr	296,690		
May	260,463		
Jun	256,424		
Jul	274,446		
Aug	330,326		
Sept	241,454		
Total	\$ 2,830,500	\$ 981,459	\$ (33,303)
Cumulative Forecast	\$ 1,014,762		
Actual to Forecast %	\$ (33,303)	-3.3%	



WARNING

So far YTD we are 3.3% negative actual to forecast. **The Hotel Tax revenue YTD is \$14,776 less than same time last year.** This shortage can be attributed to the renovations at the Hyatt Lost Pines Resort.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT –February 2020

FIRM	CASE	FY17-18	FY18-19	FY19-20
BUNDREN				
	Pine Forest Interlocal	\$ 26,612	\$ 6,195	\$ -
TERRELL LAW FIRM				
	Water permit	\$ 135	\$ -	\$ -
BOJORQUEZ LAW FIRM				
	General legal	\$ 245,168	\$ 432,931	\$ 108,236
	Vandiver	\$ 5,079	\$ 1,857	\$ -
	Pine Forest Interlocal	\$ 10,116	\$ -	\$ 1,275
	Prosecutor	\$ 19,633	\$ 23,358	\$ 8,559
	Water/Wastewater	\$ 18,425	\$ 46,721	\$ 9,089
MULTIPLE FIRMS				
	Hunters Crossing PID	\$ -	\$ -	\$ 7,378
	XS Ranch Bankruptcy	\$ 11,770	\$ -	\$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	\$ 27,965	\$ 6,204	\$ -
	Hunters Crossing PID	\$ 83,524	\$ 89,899	\$ 4,588
	Water/Wastewater	\$ 910	\$ -	\$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	\$ 2,124	\$ 717	\$ 64
	Total Legal	\$ 451,460	\$ 607,881	\$ 139,189

Summary by Case/Type

Row Labels	Sum of FY17-18	Sum of FY18-19	Sum of FY19-20
General legal	\$ 245,168	\$ 432,931	\$ 108,236
Hunters Crossing PID	\$ 83,524	\$ 89,899	\$ 11,966
Pine Forest Interlocal	\$ 36,728	\$ 6,195	\$ 1,275
Prosecutor	\$ 19,633	\$ 23,358	\$ 8,559
Red Light Camera Suit	\$ 2,124	\$ 717	\$ 64
Vandiver	\$ 5,079	\$ 1,857	\$ -
Water permit	\$ 135	\$ -	\$ -
Water/Wastewater	\$ 19,335	\$ 46,721	\$ 9,089
XS Ranch Bankruptcy	\$ 11,770	\$ -	\$ -
XS Ranch Water Rights	\$ 27,965	\$ 6,204	\$ -
Grand Total	\$ 451,460	\$ 607,881	\$ 139,189



STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

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



STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from March 10, 2020, Regular Meeting.

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from March 10, 2020, Regular Meeting.

ATTACHMENTS:

- March 10, 2020, DRAFT Regular Meeting Minutes.

MARCH 10, 2020

The Bastrop City Council met in a Regular Meeting on Tuesday, March 10, 2020, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Ennis and Rogers. Officers present were Acting City Manager Trey Job, City Secretary Ann Franklin and City Attorney, Alan Bojorquez.

CALL TO ORDER

At 6:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present. Council Member Peterson was absent.

PLEDGE OF ALLEGIANCE

Kinsley Bond and Joel Lucio, Peer Assistance and Leadership (PAL), Cedar Creek Intermediate School, led the Pledges.

INVOCATION

Robert Oliver, Police Chaplain, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Councilmembers' Report
- 4C. City Manager's Report

STAFF AND BOARD REPORTS

- 6A. Receive the Comprehensive Annual Financial Report for the period ending September 30, 2019, which includes the independent auditor's report presented by the independent audit firm of Belt Harris Pechacek, LLLP.
Presentation was made by Robert Belt, Belt Harris Pechacek, LLLP

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2020-27 of the City Council of the City of Bastrop, Texas, awarding a contract for the City of Bastrop Pine Street drainage improvements to 304 Construction, LLC in the amount of three hundred seventy-three thousand eight hundred seventy-five dollars (\$373,875.00), as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by Acting City Manager, Trey Job.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2020-27, seconded by Council Member Rogers, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9B. Consider action to approve Resolution No. R-2020-29 approving a Master Sign Plan of allowing an entry monument sign and a "way-finding" kiosk sign program for the Piney Creek Bend Subdivision attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Acting City Manager, Trey Job.

A motion was made by Council Member Rogers to approve Resolution No. R-2020-29, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9C. Consider action to approve Resolution No. R-2020-26 of the City Council of the City of Bastrop, Texas awarding a contract to perform the design and coordination with the City of Bastrop's Consultant Landscape Architect and construct the Fisherman's Park Wheeled Sports Plaza, Phase I to Artisan Concrete Services, Inc, in the amount of two hundred forty-six thousand dollars (\$246,000.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Acting City Manager, Trey Job.

A motion was made by Council Member Rogers to approve Resolution No. R-2020-26, seconded by Council Member Ennis, motion was approved on a 4-0 vote. Council Member Peterson was absent.

WORK SESSION/BRIEFINGS

- 5A. Receive presentation and hold discussion with NewGen Strategies and Solutions regarding the City's Water and Wastewater Rate Ordinance update and established rates.

Presentation was made by Chief Financial Officer, Tracy Waldron and Acting City Manager, Trey Job.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9D. Consider action to approve the first reading of Ordinance No. 2020-05 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Article 13.02 "Water and Wastewater Rates and Charges", Sections 13.02.002 Wastewater Service Charge, 13.02.004 Water Service Charges, and 13.02.008 Billing, Discontinuance of Service; Amending Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting, and move to include on the March 24, 2020 consent agenda for a second reading.

Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. R-2020-05 and to include on the March 24, 2020 City Council consent agenda for a second reading, seconded by Council Member Rogers, motion was approved on a 4-0 vote. Council Member Peterson was absent.

STAFF AND BOARD REPORTS CONTINUED

- 6B. Update of a funding opportunity from a Partner Organization for Main Street Program's 2020 Table on Main.
Presentation was made by Main Street Manager, Rebecca Gleason.

CITIZEN COMMENTS - NONE**CONSENT AGENDA**

A motion was made by Council Member Jackson to approve Items 8A and 8B listed on the Consent Agenda after being read into the record by Mayor, Connie Schroeder. Seconded by Council Member Ennis, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 8A. Consider action to approve City Council minutes from the February 25, 2020 Regular meeting.
- 8B. Consider action to approve the second reading of Ordinance No. 2020-04 of the City Council of the City of Bastrop, Texas, cancelling the May 2, 2020 General Election and declaring each unopposed candidate elected to office; providing a severability clause; and providing an effective date.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9E. Consider action to approve Resolution No. R-2020-28 of the City Council of the City of Bastrop, Texas approving additional funding to Visit Bastrop in the amount of Fifty Thousand Dollars (\$50,000) to be used for Special Event Funding; and providing an effective date.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Jackson to approve Resolution No. R-2020-28, seconded by Council Member Ennis, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9F. Consider action to approve the first reading of Ordinance No. 2020-06 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 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; establishing an effective date, and move to include on the March 24, 2020 City Council consent agenda for a second reading.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2020-06 and to include on the March 24, 2020 City Council consent agenda for a second reading, seconded by Council Member Ennis, motion was approved on a 4-0 vote. Council Member Peterson was absent.

EXECUTIVE SESSION

The City Council met at 7:50 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property and easements associated with the construction of Wastewater Treatment Plant #3.

The Bastrop City Council reconvened at 8:04 p.m. into open (public) session.

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

No action was taken.

Adjourned at 8:04 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on March 24, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.

MINUTES OF SPECIAL CALLED BASTROP CITY COUNCIL

March 13, 2020

The Bastrop City Council met on Friday, March 13, 2020, at 9:00 a.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, and Council Members Jackson, Ennis, Rogers and Peterson. Mayor Pro Tem Nelson was absent. Officers present were: Acting Director, Trey Job; Deputy City Secretary, Traci Chavez; and City Attorney, Alan Bojorquez.

CALL TO ORDER

Mayor Schroeder called the meeting to order with a quorum being present at 9:01 a.m. Mayor Pro Tem Nelson was absent.

CITIZEN COMMENTS - NONE

EXECUTIVE SESSION

The City Council met at 9:02 a.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 3A. City Council shall convene into closed executive session regarding Strategic Government Resources (SGR) and consideration of candidates for the position of Interim City Manager pursuant to Texas Government Code Sections 551.071, and .074.

The Bastrop City Council reconvened at 10:35 a.m. into open (public) session.

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

No was action taken.

ADJOURNMENT

Adjourned at 10:35 a.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

Deputy City Secretary Traci Chavez

MINUTES OF SPECIAL CALLED BASTROP CITY COUNCIL

The Bastrop City Council met on Monday, March 16, 2020, at 2:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson, who arrived at 2:06 p.m., and Council Members Jackson, Ennis, Rogers and Peterson. Officers present were: Acting City Manager, Trey Job; Deputy City Secretary, Traci Chavez.

CALL TO ORDER

Mayor Schroeder called the meeting to order with a quorum being present at 2:00 p.m.

CITIZEN COMMENTS - NONE

EXECUTIVE SESSION

The City Council met at 2:02 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 3A. City Council shall convene into closed executive session regarding Strategic Government Resources (SGR) and consideration of candidates for the position of Interim City Manager pursuant to Texas Government Code Sections 551.071, and .074

The Bastrop City Council reconvened at 3:38 p.m. into open (public) session.

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

- 3A. City Council shall convene into closed executive session regarding Strategic Government Resources (SGR) and consideration of candidates for the position of Interim City Manager pursuant to Texas Government Code Sections 551.071 and .074

A motion was made by Council Member Peterson to enter a contract with SGR and hire Robert J. Wood as the Interim City Manager, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

ADJOURNMENT

Adjourned at 3:39 p.m. without objection.

APPROVED:

APPROVED:

Mayor Connie B. Schroeder

Traci Chavez, Deputy City Secretary

MINUTES OF SPECIAL EMERGENCY MEETING CALLED BASTROP CITY COUNCIL

The Bastrop City Council met on Monday, March 16, 2020, at 2:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson, who arrived at 2:06 p.m., and Council Members Jackson, Ennis, Rogers and Peterson. Officers present were: Acting City Manager, Trey Job; Deputy City Secretary, Traci Chavez.

CALL TO ORDER

Mayor Schroeder called the meeting to order with a quorum being present at 2:00 p.m.

CITIZEN COMMENTS - NONE

EXECUTIVE SESSION

The City Council met at 2:02 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 3A. City Council shall convene into closed executive session to receive advice of counsel in accordance with Texas Government Code Section 551.071 regarding the Governor Abbott's March 13, 2020 Proclamation declaring a state of disaster in all counties in Texas.

The Bastrop City Council reconvened at 3:38 p.m. into open (public) session.

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

- 3A. City Council shall convene into closed executive session to receive advice of counsel in accordance with Texas Government Code Section 551.071 regarding the Governor Abbott's March 13, 2020 Proclamation declaring a state of disaster in all counties in Texas. **A motion was made by Council Member Ennis to confirm Mayor Schroeder's Disaster Declaration, seconded by Council Member Jackson, motion was approved on a 5-0 vote.**

ADJOURNMENT

Adjourned at 3:39 p.m. without objection.

APPROVED:

APPROVED:

Mayor Connie B. Schroeder

Traci Chavez, Deputy City Secretary



STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 8B

TITLE:

Consider action to approve the second reading of Ordinance No. 2020-06 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 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 an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2020 budget was approved by City Council on September 24, 2019. Since that approval, situations have occurred that require the FY2020 to be amended.

Budget Amendment #1: General Fund Debt Service

The bond sale for the Certificate of Obligation 2020 Series closed on February 6, 2020. The City received the final debt schedule at this time. The payment for this bond was not included in the original FY2020 budget approved on September 24, 2019. There is one interest payment that will be due before the end of this fiscal year. This amendment decreases available fund balance by \$37,941.

Budget Amendment #2: Hunter's Crossing Public Improvement District Fund

In January, one of the parcels within the district was sold and the buyer chose to pay off the outstanding balance of the capital portion of the assessment. This requires an amendment to increase the revenue account for commercial capital assessment and increase the expense reimbursement to the developer by the same amount of \$2,359,821. This amendment is net neutral.

Budget Amendment #3: General Fund

On page 98 of the FY2020 budget book, the proposed 2019-2020 shows a transfer in from the Innovation Fund of \$198,991. This was due to the requirement by the Financial Policy to maintain a 25% fund balance reserve in the General Fund. Since the FY 2020 budget's adoption, the FY2019 financials were finalized and the ending fund balance was 27% of operating expenses eliminating the need for this transfer in. The General Fund was in balance without this transfer in. This amendment removes this transfer in from the General Fund of \$198,991.

Budget Amendment #4: Innovation Fund

This amendment relates to Budget Amendment #3. Since this transfer from the Innovation fund is no longer needed to meet the reserve amount and can be re-appropriated for one-time

expenditures that were put on hold for FY2020. Below is a section from page 12 of the City Manager's memorandum in the FY2020 proposed budget:

There are several projects identified for FY 2020 that are not included in the FY 2020 budget. At this point, we will not know what the actual carry-over for FY 2019 will be until the fiscal year is closed out in November. IF there is additional fund balance available over and above the 25% reserve requirement, Staff will bring Council a budget amendment to fund the following projects:

- Computer Replacement Program - \$65,000. Given the speed in which technology changes, we have a 3-year replacement for desktop and laptop computers. This funding is needed for the one-third of the organization's computers that need to be replaced in FY 2020.
- Computer Network System Improvements - \$76,000. The current system is approaching ten (10) years old and reaching the end of its useful life. In order to ensure continued system reliability, system improvements are required.
- Customer Relations Management System - \$25,000 - \$30,000. The system will significantly improve our ability to track customer concerns as well as provide citizens' access to track their concerns 24/7/365 with on-line notification capabilities.

The discussion at a City Council Budget Workshop was that we finalize the close of FY2019 and see what funds might be available.

Staff has been reviewing new software for Development Services and believes that the software that will be chosen will also fill the need of a Customer Relations Management System. We would ask that the computer replacement and the computer networking project, totaling \$141,000 get funded from the \$198,991 that is no longer needed in the General Fund. This amendment moves the \$141,000 out of transfer out and into equipment and capital outlay to cover these projects. This will leave \$47,991 of the \$198,991 to re-appropriated at a future time.

Budget Amendment #5: Water/Wastewater Fund

This budget amendment is for additional revenue that came from proceeds from an insurance claim. The repair to the roof of the administrative building was not originally in the FY2020 budget so these proceeds need to be applied to this expense account to cover the repairs. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense in the amount of \$3,259.

Budget Amendment #6: 2013 Combination Rev & Tax Bond Fund – Expenditures

This bond fund did not expense as much as previously estimated in FY2019 (page 295), leaving a fund balance at the end of the year of \$1,222,301. This amendment is a carryover of a portion of the available fund balance from FY2019 in the amount of \$43,093. This increase in expenditures is being applied to the following projects: Main Street Sidewalk/Street, Gills Branch Drainage Channel repair and Bastrop Economic Development industrial park projects.

Budget Amendment #7: 2018 Certificate of Obligation - Expenditures

This bond fund did not expense as much as previously estimated in FY2019 (page 297), leaving a fund balance at the end of the year of \$3,490,482. This amendment is a carryover of a portion of the available fund balance from FY2019 in the amount of \$333,641. This increase in expenditures is being applied to the following projects: Old Iron Bridge, various drainage projects being partially grant funded, and North Main Street Improvements.

Council approved the first reading of this ordinance at the March 10th Council Meeting.

POLICY EXPLANATION:

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

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

FUNDING SOURCE:

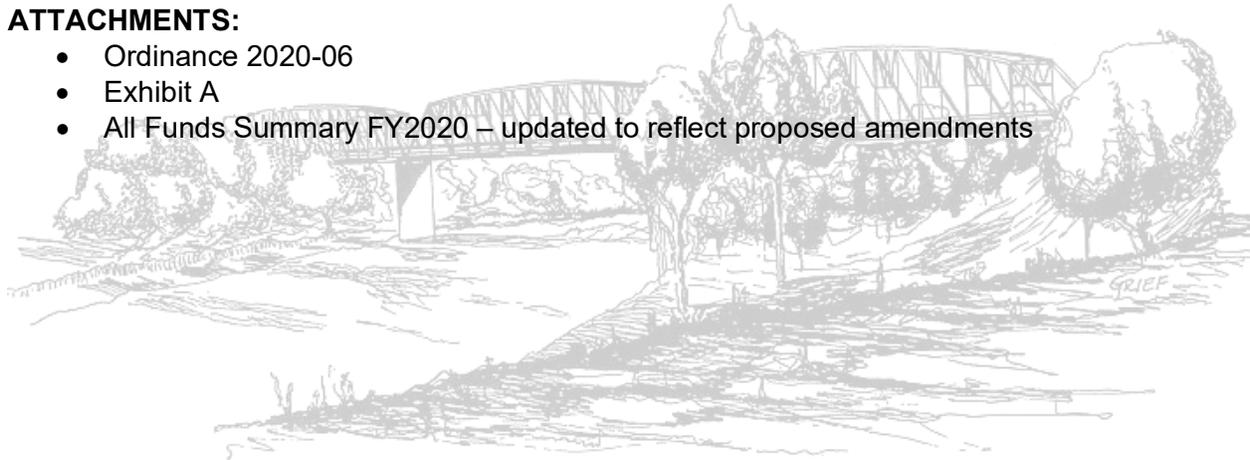
Various – See Ordinance Exhibit A

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2020-06 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 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 an effective date.

ATTACHMENTS:

- Ordinance 2020-06
- Exhibit A
- All Funds Summary FY2020 – updated to reflect proposed amendments



ORDINANCE NO. 2020-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2020 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 2020; 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 2020, 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 2020.

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 10th day of March 2020.

READ and ADOPTED on Second Reading on the 24th day of March 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

Budget Amendment #1: General Fund Debt Service

The bond sale for the Certificate of Obligation 2020 Series closed on February 6, 2020. The City received the final debt schedule at this time. The payment for this bond was not included in the original FY2020 budget approved on September 24, 2019. There is one interest payment that will be due before the end of this fiscal year.

FY 2020 Budget Book (Page 293)

Debt Service Amount

Original Budget	\$2,752,618
Expected Expenditure	<u>\$2,790,559</u>
Difference	\$ 37,941

The difference needs to be applied to the following accounts:

CO SERIES 2020-INTEREST (120-00-00-7162) **\$37,941**

The difference will be addressed through the following:

Decrease in Fund Balance **\$37,941**

Budget Amendment #2: Hunter's Crossing Public Improvement District Fund

In January, one of the parcels within the district was sold and the buyer chose to pay off the outstanding balance of the capital portion of the assessment. This requires an amendment to increase the revenue account for commercial capital assessment and increase the expense reimbursement to the developer by the same amount.

FY 2020 Budget Book (Page 319)

Original Budget – Total Revenue	\$ 625,403
Expected Revenue	<u>\$ 2,985,224</u>
Difference	\$2,359,821

Original Budget – Total Expenditure	\$ 1,036,148
Expected Expenditure	<u>\$ 3,395,969</u>
Difference	\$2,359,821

The difference needs to be applied to the following accounts:

Commercial Capital (710-00-00-4011) **\$2,359,821**
Reimbursement to Developer (710-00-00-5629) **\$2,359,821**

This amendment has a neutral effect and is not changing fund balance.

EXHIBIT A

Budget Amendment #3: General Fund

On page 98 of the FY2020 budget book, the proposed 2019-2020 shows a transfer in from the Innovation Fund of \$198,991. This was due to the requirement by the Financial Policy to maintain a 25% fund balance reserve in the General Fund. Since the FY 2020 budget's adoption, the FY2019 financials were finalized and the ending fund balance was 27% of operating expenses eliminating the need for this transfer in. The General Fund was in balance without this transfer in.

FY 2020 Budget Book (Page 98)

Original Budget – Total Transfers	\$ 769,741
Expected Transfers	<u>\$ 570,750</u>
Difference	\$ 198,991

The difference needs to be removed from account:

Transfer from Innovation Fund (101-00-00-4709)	-\$198,991
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Budget Amendment #4: Innovation Fund

This amendment relates to Budget Amendment #3. Since this transfer from the Innovation fund is no longer needed to meet the reserve amount and can be re-appropriated for one-time expenditures that were put on hold for FY2020. Below is a section from page 12 of the City Manager's memorandum in the FY2020 proposed budget:

There are several projects identified for FY 2020 that are not included in the FY 2020 budget. At this point, we will not know what the actual carry-over for FY 2019 will be until the fiscal year is closed out in November. IF there is additional fund balance available over and above the 25% reserve requirement, Staff will bring Council a budget amendment to fund the following projects:

- Computer Replacement Program - \$65,000. Given the speed in which technology changes, we have a 3-year replacement for desktop and laptop computers. This funding is needed for the one-third of the organization's computers that need to be replaced in FY 2020.
- Computer Network System Improvements - \$76,000. The current system is approaching ten (10) years old and reaching the end of its useful life. In order to ensure continued system reliability, system improvements are required.
- Customer Relations Management System - \$25,000 - \$30,000. The system will significantly improve our ability to track customer concerns as well as provide citizens' access to track their concerns 24/7/365 with on-line notification capabilities.

The discussion at a City Council Budget Workshop was that we finalize the close of FY2019 and see what funds might be available.

Staff has been reviewing new software for Development Services and believes that the software that will be chosen will also fill the need of a Customer Relations Management System. We would ask that the computer replacement and the computer networking projects get funded from the \$198,991 that is no longer needed in the General Fund.

EXHIBIT A

FY 2020 Budget Book (Page 208)

Original Budget – Total Expenditures	\$ 976,059
Transfers Out (105-00-00-8001)	-(\$ 198,991)
Equipment (105-00-00-5222)	\$ 65,000
Equipment-Capital (105-00-00-6010)	<u>\$ 76,000</u>
Amended Total Expenditures	\$ 928,068

The difference of \$47,991 from the original budget to the amended will go back into fund balance to be re-appropriated in the future.

Budget Amendment #5: Water/Wastewater Fund

FY 2020 Budget Book (Page 222)

Original Budget	\$6,211,564
Insurance Proceeds (202-00-00-4810)	<u>\$ 3,259</u>
New Total Revenue	\$6,214,823

The proceeds need to be applied to the following accounts:

FY 2020 Budget Book (Page 223)

Original Budget	\$3,600,611
Maintenance of Building (202-35-10-5340)	<u>\$ 3,259</u>
New Total Expenditure	\$3,603,870

This additional revenue came from proceeds from an insurance claim. The repair to the roof of the administration building was not originally in the FY2020 budget so these proceeds need to be applied to this expense account to cover the repairs. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense.

Budget Amendment #6: 2013 Combination Rev & Tax Bond

The FY2019 projected ending fund balance for this fund was \$1,162,763. The actual ending fund balance is \$1,222,301 a difference of \$59,538.

FY 2020 Budget Book (Page 295)

Original Budget	\$1,189,407
Expected Expenditure	<u>\$1,232,500</u>
Difference	\$ 43,093

The difference needs to be applied to the following **Capital Outlay** accounts:

Main St. Sidewalk/St Improv (724-00-00-6154)	\$16,593
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EXHIBIT A

Gills Branch Drng Channel Repair (724-00-00-6712)	\$ 6,500
Phase I Improv to Bastrop Industrial Park (724-00-00-6608)	<u>\$20,000</u>
	\$43,093

This amendment will decrease available fund balance by **\$43,093**.

Budget Amendment #7: 2018 Certificate of Obligation Bond

The FY2019 projected ending fund balance for this fund was \$3,316,185. The actual ending fund balance is \$3,490,482 a difference of \$174,297. This difference added to the available ending balance that was projected for FY2020 of \$190,488 leaves \$364,785 available to allocate to current projects.

FY 2020 Budget Book (Page 297)

Original Budget	\$3,175,697
Expected Expenditure	<u>\$3,509,338</u>
Difference	\$ 333,641

The difference needs to be applied to the following **Capital Outlay** accounts:

Old Iron Bridge (726-00-00-6000)	\$ 58,876
Jasper/Newton Drainage Proj (726-00-00-6111)	\$ 10,684
Public Works Detention Pond Proj (726-00-00-6113)	-(\$ 7,486)
Main St. Sidewalk/St Improv (726-00-00-6154)	\$ 38,020
Street Improvements- N. Main (726-00-00-6132)	\$230,291
Pine St Drainage Proj (726-00-00-6112)	<u>\$ 3,256</u>
	\$333,641

This amendment will decrease available fund balance by **\$333,641**.

ALL FUND SUMMARY - FY 2020

	GENERAL FUND	STREET MAINTENANCE FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	\$ 2,643,264	\$ 1,037,357	\$ 254,780	\$ 3,797,361	\$ 2,758,164	\$ 5,421,836	\$ 3,590,969	\$ 6,464,330	\$ 2,384,291	\$ 4,070,298	\$ 32,422,650
REVENUES:											
AD VALOREM TAXES	3,850,795		2,006,862		-	-	-	-			5,857,657
SALES TAXES	5,084,400				-	-	-	-		2,560,000	7,644,400
FRANCHISE & OTHER TAXES	467,830			2,830,500	23,250	-	-	-			3,321,580
LICENSES & PERMITS	819,032			2,000	-	-	-	-			821,032
SERVICE FEES	673,100			275,250	3,476,024 #2	6,163,064	7,037,682	-	371,192	13,800	18,010,112
FINES & FORFEITURES	349,585				12,650	-	-	-			362,235
INTEREST	65,000	10,000	20,000	65,000	44,050	117,000	72,000	110,144	15,500	80,000	598,694
INTERGOVERNMENTAL	89,878		246,548	62,312	2,863,125	-	-	-			3,261,863
OTHER	66,400			-	31,910	9,759 #5	16,880	3,265,000		1,560,000	4,949,949
TOTAL REVENUES	11,466,020	10,000	2,273,410	3,235,062	6,451,009	6,289,823	7,126,562	3,375,144	386,692	4,213,800	44,827,522
OTHER SOURCES											
Other Financing Sources	-							30,000			30,000
Interfund Transfers	570,750 #3	238,000	514,416	473,394	4,700	4,895,885	-	22,500	75,000		6,794,645
TOTAL REVENUE & OTHER SOURCES	12,036,770	248,000	2,787,826	3,708,456	6,455,709	11,185,708	7,126,562	3,427,644	461,692	4,213,800	51,652,167
TOTAL AVAILABLE RESOURCES	\$ 14,680,034	\$ 1,285,357	\$ 3,042,606	\$ 7,505,817	\$ 9,213,873	\$ 16,607,544	\$ 10,717,531	\$ 9,891,974	\$ 2,845,983	\$ 8,284,098	\$ 84,074,817
EXPENDITURES:											
GENERAL GOVERNMENT	4,454,010				3,268,125	-	-	264,000 #4			7,986,135
PUBLIC SAFETY	4,611,708				20,950	-	-	-			4,632,658
DEVELOPMENT SERVICES	1,084,324				-	-	-	100,000			1,184,324
COMMUNITY SERVICES	1,647,736			354,150	305,327	-	-	-			2,307,213
UTILITIES					165,000	3,847,210 #5	6,054,651	-			10,066,861
DEBT SERVICE			2,790,559 #1		-	1,870,887	159,847	143,668		485,453	5,450,414
ECONOMIC DEVELOPMENT				3,339,899	-	-	-	-		2,066,445	5,406,344
CAPITAL OUTLAY		1,285,345			3,270,821 #2	4,614,323	615,000	9,215,585 #6 & 7	356,500	2,692,000	22,049,574
TOTAL EXPENDITURES	11,797,778	1,285,345	2,790,559	3,694,049	7,030,223	10,332,420	6,829,498	9,723,253	356,500	5,243,898	59,083,523
OTHER USES											
Interfund Transfers	238,992	-	-	521,916	575,395	4,335,693	884,650	211,991 #4	-		6,768,636
TOTAL EXPENDITURE & OTHER USES	12,036,770	1,285,345	2,790,559	4,215,965	7,605,618	14,668,113	7,714,148	9,935,244	356,500	5,243,898	65,852,159
ENDING FUND BALANCES	\$ 2,643,264	\$ 12	\$ 252,047	\$ 3,289,852	\$ 1,608,255	\$ 1,939,431	\$ 3,003,383	\$ (43,270)	\$ 2,489,483	\$ 3,040,200	\$ 18,222,658



STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 8C

TITLE:

Consider action to approve the second reading of Ordinance No. 2020-05 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Article 13.02 "Water and Wastewater Rates and Charges", Sections 13.02.002 Wastewater Service Charge, 13.02.004 Water Service Charges, and 13.02.008 Billing, Discontinuance of Service; Amending Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, and proper notice and meeting.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City Manager engaged NewGen Strategies and Solutions in May 2018 to perform a Water and Wastewater Rate Study. This study was to evaluate revenue requirements forecasted out over five (5) years and review current water and wastewater rate ordinance along with billing methodology. The consultant provided city staff with a rate model tool to be used to forecast rate scenarios based on actual and projected revenue and expense assumptions.

The City Council held a special meeting on November 15, 2018 to receive a presentation from NewGen Strategies and Solutions regarding the Water and Wastewater Rate Study. Some of the recommendations that were made through this study were as follows:

- Reducing the amount of rate tiers from five to three for water and wastewater rates.
- Standardize outside city limits rates (1.5 times the inside city limits rate).
- Phase-in plan for the demand charge by meter size for water meters that will reflect the American Waterworks Associations industry standards.
- Change the water method of billing for Multi-Family and Multi-Unit to include a minimum charge times the number of units. (this was already being done for wastewater)
- Change in Multi-Family method of billing to include a minimum usage for each unit in the first volumetric rate tier.
- Eliminate winter average for Commercial customers.

The recommendation for elimination of winter average for commercial customers, was adopted by council on March 26, 2019.

NewGen Strategies returned to Council at the November 12, 2019 meeting. At this meeting the above recommendations were discussed again. There were concerns raised regarding the impact to some of our low-income multi-family properties.

Staff has reviewed the recommendations with NewGen as it relates to the revenue required for the five-year forecast and are bringing back the recommendations that would be required to meet these revenue requirements and align current practice with policy. The following are the recommendations being proposed by this ordinance:

- ~~Reducing the amount of rate tiers from five to three for water and wastewater rates.~~
- Standardize outside city limits rates (1.5 times the inside city limits rate).
- Phase-in plan for the demand charge by meter size for water meters that will reflect the American Waterworks Associations industry standards.
- Codify the wastewater method of billing for Residential Multi-Family and Commercial Multi-Unit to include a minimum charge times the number of units.
- ~~Change in Multi-Family method of billing to include a minimum usage for each unit in the first volumetric rate tier.~~
- Include a paragraph under billing that states all Commercial Multi-Unit property owners are responsible for the water and sewer service to all units within the property.

This ordinance also includes the \$5.00 increase in the minimum wastewater service charge that was included in the FY2020 budget estimated to go into effect January 1, 2020. This relates back to the five-year projections for base service charge increases that are required to fund the new wastewater capital projects.

Council approved the first reading of this ordinance at the March 10th Council Meeting.

POLICY EXPLANATION:

Article III, Section 3.01(13) states the City Council has the power and duty to provide for a sanitary sewer and water system. Section 3.14 (9) states that action requiring an ordinance includes the amending or repealing of a previously adopted ordinance.

FUNDING SOURCE:

NA

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2020-05 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Article 13.02 "Water and Wastewater Rates and Charges", Sections 13.02.002 Wastewater Service Charge, 13.02.004 Water Service Charges, and 13.02.008 Billing, Discontinuance of Service; Amending Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, and proper notice and meeting.

ATTACHMENTS:

- Ordinance 2020-05 (including Exhibit A)

ORDINANCE NO. 2020-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, ARTICLE 13.02 “WATER AND WASTEWATER RATES AND CHARGES”, SECTIONS 13.02.002 WASTEWATER SERVICE CHARGE, 13.02.004 WATER SERVICE CHARGES, AND 13.02.008 BILLING, DISCONTUANCE OF SERVICE; AMENDING APPENDIX A, FEE SCHEDULE, ARTICLE A13.02 “WATER AND WASTEWATER RATES AND CHARGES”, SECTIONS A13.02.002 WASTEWATER SERVICE CHARGE, AND A13.02.004 WATER SERVICE CHARGE, AS ATTACHED IN EXHIBIT A; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, CODIFICATION, AND PROPER NOTICE AND MEETING

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt ordinances or regulations that are for the good government, peace, or order of the City and that are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council of the City of Bastrop, Texas conducted a special workshop on water and wastewater on November 15, 2018 to review the findings of a Water and Wastewater Rate Study conducted by NewGen Strategies and Solutions; and

WHEREAS, the rate study was to evaluate revenue requirements forecasted out over five (5) years and review current water and wastewater rate ordinance along with billing methodology; and

WHEREAS, the rate study recommended changes to the method of billing for wastewater commercial multi-unit accounts to include a minimum base charge per number of units equivalent to the lowest minimum adopted; and

WHEREAS, the rate study recommended changes to standardize outside city rates for water customers; and

WHEREAS the rate study recommended a phase-in plan for the demand charge by meter size for water meters that reflects the American Waterworks Associations industry standards; and

WHEREAS this ordinance increases the minimum customer charge for wastewater by five dollars (\$5.00) as part of the forecasted five-year plan to fund ongoing water and wastewater infrastructure projects; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that in order to properly bill water and wastewater charges to the customers, it is necessary to amend the City Code of Ordinances Article 13.02 Water and Wastewater Rates and Charges; and Appendix A: Fee Schedule Article A13.02 Water and Wastewater Rates and Charges, as attached in Exhibit A.

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

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

SECTION 2. ENACTMENT Article 13.02 Water and Wastewater Rates and Charges, Sections 13.02.002 Wastewater Service Charges, 13.02.004 Water Service Charges and 13.02.008 Billing; Discontinuance of Service, and Appendix A, Article A13.02 Water and Wastewater Rates and Charges, Sections A13.02.002 Wastewater service charge and A13.02.004 Water service charge are hereby amended to read in accordance with Exhibit A which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined language shall be added. Stricken language shall be deleted.

SECTION 3. REPEALER All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

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

SECTION 5. EFFECTIVE DATE This Ordinance shall be effective April 1, 2020.

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

READ & APPROVED on First Reading on the 10th day of March 2020.

READ & ADOPTED on the Second Reading on the 24th day of March 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"

Article 13.02
Water and Wastewater Rates and Charges

Sec. 13.02.002 - Wastewater service charge.

- (a) *Applicability.* The rates as provided for in the fee schedule found in appendix A of this Code are applicable to residential, multi-family, commercial and commercial multi-unit retail wastewater customers within the corporate limits of the city. These rates are not applicable to customers who receive water from the city but have septic system(s), other on-site wastewater/sewer systems, or irrigation system(s) and are not connected to the city's wastewater system. These rates also do not apply to irrigation-only water meters, which are not connected to the city's wastewater system.
- (b) *Customer charge.* Each active wastewater customer of the city shall have a monthly wastewater customer charge regardless of whether water is received during any specific billing cycle.
- (c) *Method of computing Winter Sewer Average.*
 - (1) Residential and Multi-Family (those with two (2) or more residential dwelling units served by a single water meter)
 - (A) Wastewater bills for residential and multi-family residential wastewater customers shall be computed on the basis of the average monthly water consumption ("winter water average") for the months December, January and February. The winter water average shall be recomputed following the March billing of each year to reestablish the winter water average; this will be the basis for calculation of water use for the wastewater bill for the next twelve-month period.
 - (B) If a Residential customer can show that an anomalous condition beyond the control of the customer results in the current annual average consumption being at least fifty thousand (50,000) gallons per year greater than the average of the year immediately preceding, the City Manager or designee is authorized to adjust the monthly charge to a fair and equitable amount.
 - (C) When residential accounts do not have an established history of winter water use, charges shall be billed on the current month's water usage or the annual average water use of the residential customer class, established in March of each year, whichever is less, until such time as a complete three-month history of winter water use is established, at which time the customer will be charged as set forth in subsection (c)(1)(A), above.
 - (D) When multi-family accounts do not have an established history of winter water use, charges shall be billed on the current month's water usage or the annual average water use of the multi-family customer class, established in March of each year, whichever is less, until such time as a complete three-month history

of winter water use is established, at which time the customer will be charged as set forth in subsection (c)(1)(A), above.

- (E) Wastewater bills for multi-family customers (those with two (2) or more residential dwelling units served by a single water meter) will be computed on the basis of a monthly minimum wastewater charge per unit, plus the consumption charge for the "winter water average" for all usage for the meter (as stated in A above).
- (F) Transferring residential customers take their established sewer charge with them to their new service address.

- (d) Wastewater bills for commercial wastewater customers shall be computed on the basis of (i) 100% of the metered water consumption; or (ii) the minimum usage charge with no gallonage charge if the customer has applied for service and the service is available, but the customer has not physically connected to the system.
- (e) Wastewater bills for commercial multi-unit wastewater customers shall be computed on the basis of (i) a monthly minimum wastewater charge per unit that has a service connection to the master meter, plus (ii) 100% of the metered water consumption.
- (f) *Industrial service.* Industrial wastewater services shall be subject to the provisions of the city industrial waste regulations as contained in article 13.03 of this chapter, and any conflict between this article and the industrial waste regulations shall be resolved in favor of the industrial waste regulations.

Sec. 13.02.004 - Water service charges.

- (a) *Inside city limits.* The rates as provided for in the fee schedule found in appendix A of this Code will be applicable to all sales or service of water within the corporate limits of the city.
- (b) *Outside city limits.* The rates as provided for in the fee schedule found in appendix A of this Code will be applicable to all sales or service of water outside the corporate limits of the city.
- (c) *Customer charge.* Each active water customer of the city shall be charged a monthly water customer charge, regardless of whether water is received during any specific billing cycle.

Sec. 13.02.008 - Billing; discontinuance of service.

- (a) All charges provided for in the above schedules shall be due and payable within ten (10) days from date of bill. After providing notice to the customer and an opportunity to make payment, service to any customer may be discontinued and a penalty of ten (10)

percent assessed to the amount of the bill for failure to pay within ten (10) days. A service charge fee is to be added for reconnection. Any customer who reconnects his own meter after services have been discontinued for nonpayment will have his meter removed by the city. A reset fee, as provided for in section A13.02.008 of the fee schedule in appendix A to this code, in addition to the charges set forth above, must be paid before service will be resumed.

(b) Commercial Multi-Unit property owners are responsible for the water and/or sewer service to all units within the property. The utility accounts for these services will only be set in the name of the property owner or management company. All customer fees and usage/consumption will be billed to the property owner/management company account.

(c) Average monthly payment plan.

(1) A customer may apply to participate in the average monthly payment plan, an optional billing plan designed to make monthly bills more uniform throughout the year. Under this plan, the customer will be charged each month for actual consumption, including any adjustments, but the average monthly payment amount due will be computed based on the average of bills for the most recent twelve (12) months (to include the current month bill) on a continuing basis. It is not intended to be used to defer payment of delinquent bills.

(2) Eligibility.

A. An applicant for the average monthly payment plan must meet certain qualifications to be eligible for the program. All applications are subject to city approval. The average monthly payment plan will be available only to residential customers. Customers with only one (1) type of service, such as just electric or just water, will also be eligible to participate. If a customer receives all available utilities, then the plan must apply to each and all services.

B. Customers must have a minimum of twelve (12) months of continuous service with the city utilities to be eligible. This may have been attained at one (1) or more addresses within the city's service area and applies only to the customer's primary residence. A customer transferring from one (1) address to another may continue to participate.

C. Customers must not have been disconnected for non-payment during the preceding twelve (12) months. Applicants must have a good utility payment history with no more than two (2) penalties, no returned checks or bank drafts in the previous twelve (12) months and no previous balance on their account. They must also not be facing or subject to bankruptcy.

D. A customer average monthly payment plan application shall be signed and the following guidelines shall be implemented. A customer must participate in the average monthly payment plan for a period of twelve (12) months following date of registration. A customer whose service is discontinued for non-payment of bill, or who fails to make any two (2) payments by the fifteenth of the month within any twelve (12) month period, or has a non-sufficient funds returned item

will be taken off the program. Any amounts due will be subject to immediate collection. Such customers may then become eligible for re-enrollment after establishing a good payment history for a minimum of twelve (12) successive months.

- E. A customer who terminates service(s) entirely and reconnects at a future date is also ineligible for re-enrollment in the average monthly payment plan for a minimum of twelve (12) months.

(3) Method of billing.

- A. The monthly bill will be based on the average of the most recent twelve (12) months of billing. The bill will not be a fixed amount but will be computed on a running average. The current month will be averaged with the prior eleven (11) months, and the oldest month will be dropped from the calculation. The average monthly amount will usually be either higher or lower than the actual bill. This method of billing will result in an accumulated debit or credit on the customer's account on some months.
- B. No interest will be charged on any account debit balance accrued under average monthly payment, or will interest be paid on any account credit balance accrued under average monthly payment.
- C. Customers who discontinue average monthly payment at any time or for any reason will have their account adjusted as described in section (3)B above at the time average monthly payment is stopped.
- D. Finalized accounts (terminating and not involving transfer of service) reflecting a credit balance will have the amount credited against the final bill. If the credit balance is larger than the final bill, a refund check will be issued to the customer for the difference. If a finalized account reflects a debit balance, this amount as well as any other charges owed by the customer will be due and payable immediately to the city.
- E. Under no circumstances will any accumulated credit be used to reduce a customer's bill unless participation is discontinued.
- F. The city will continue to read the meter(s) each month and will provide full information on the billing. Monthly bills will show the actual consumption, the regular itemized charges computed on the actual consumption and the total payment due under average billing.
- G. Utility rates are not changed for average monthly payment, but it allows a customer to pay approximately the same amount each month rather than more in high usage months and less in low usage months.

- (4) If utility rates are changed at any time, the new rates will be factored into the billing and may cause an adjustment to the average monthly bill payment due.

- (5) Enrollment period for applications to participate in the average monthly payment plan shall be October. Eligible customers will be given the opportunity to enroll only during this month. Terms of agreement and the application form will be furnished

by the city. An application must be received by the city prior to the last business day of the enrollment period.

- (6) If a customer who is on the average monthly payment plan experiences a rate classification change, such as from residential to commercial or industrial, they will be discontinued in the program as average monthly payment applies only to the single residential service. The account will then be adjusted as described in section (3)B No cash refunds will be made for any credit accrued unless the customer discontinues receiving service under said account and the account is finalized.
- (7) Average monthly payment accounts shall be subject to the same rules, rates, charges, fees, penalties and polices established by the city as regular utility customer accounts.

Appendix A – Fee Schedule

Sec. A13.02.002 - Wastewater service charge.

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

Minimum charge:	\$41.97
Plus the following charges for consumption per 1,000 gallons:	
0-5,000 gallons	\$2.45
5,000 – 10,000 gallons	\$2.77
10,000 – 20,000 gallons	\$2.95
20,001-50,000 gallons	\$3.18
Over 50,000 gallons	\$3.47

Sec. A13.02.004 - Water service charges.

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

Meter Size	Minimum Charge
¾" (or smaller)	\$27.72
1"	\$47.13
1½"	\$82.06
2"	\$124.19
3"	\$232.86
4"	\$296.46
6"	\$714.14

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

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

(3) Commercial - In city limits.

Meter Size	Minimum Charge
¾" (or smaller)	\$27.72
1"	\$47.13
1½"	\$82.06
2"	\$124.19
3"	\$232.86
4"	\$296.46
6"	\$714.14

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

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

(5) Residential and Commercial - Outside city limits.

Meter Size	Minimum Charge
¾" (or smaller)	\$41.59
1"	\$70.70
1½"	\$123.09
2"	\$186.29
3"	\$349.29
4"	\$507.34
6"	\$1,071.21

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

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



STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 9A

TITLE:

Consider and adopt on first and final reading an ordinance as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

BACKGROUND/HISTORY

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

POLICY EXPLANATION:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider and adopt on first and final reading an ordinance as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

ATTACHMENTS:

- Emergency order of the Mayor
- Declaration of Disaster



EMERGENCY ORDER OF THE MAYOR

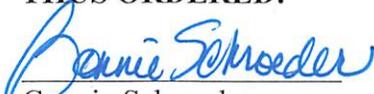
RE: COVID-19
E.O. # 2020- 1
March 18, 2020

This Emergency Order is hereby enacted in accordance to the authority vested in my office pursuant to Texas Government Code Chapter 418, City of Bastrop Home Rule Charter Section 3.08, City of Bastrop Code of Ordinances Article 1.08, the City of Bastrop Emergency Management Plan, and the Declaration of Local Disaster executed on March 16, 2020, as confirmed and extended by the City Council via Resolution R-2020-32 on March 16, 2020.

1. **Maximum Occupancy Limitation for Social Gatherings:** Social Gatherings shall be limited to fifty (50) people.
2. **Purpose:** This limitation is intended to hinder the spread of the COVID-19 virus by furthering social distancing as advised by the U.S. CDC and Texas DSHS.
3. **Definition:** *Social Gathering* is hereby defined as interactions among individuals in small, medium and large groups for community, fellowship, or social purposes.
4. **Application:** This maximum occupancy limitation shall apply regardless of whether the gathering is indoors or outdoors. It shall include but is not limited to:
 - (a) private property and public accommodations.
 - (b) the common areas of the hotels, food service areas, restaurants, and bars.
 - (c) concerts, sporting events, seminars, conferences, religious services, festivals, parades, or other types of assemblies. This list is not exhaustive.
5. **Exceptions:** This limitation does not apply to employees working in a business or essential services, including but not limited to hospitals, pharmacies, grocery stores, daycares, gas stations or hotels.
6. **Duration:** This Order is temporary and shall be in effect for the duration of the Local State of Disaster unless earlier repealed.

In my official capacity as Mayor and Emergency Management Director, I consider this action to be reasonable, prudent, and necessary for the preservation of life, and disaster mitigation, response, and recovery. This Order is critical to protecting the public health, safety and welfare.

THUS ORDERED:

by: 
Connie Schroeder
Mayor, City of Bastrop



DECLARATION OF A LOCAL STATE OF DISASTER

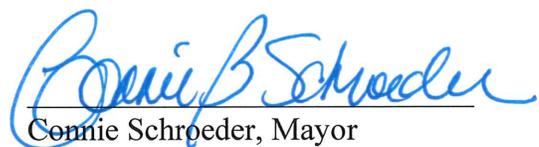
- WHEREAS,** the City of Bastrop, Texas, is preparing for widespread or severe damage, injury, or loss of life or property resulting from the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus; and
- WHEREAS,** on March 13, 2020, Texas Governor Greg Abbott declared a State of Disaster for all counties in Texas; and
- WHEREAS,** City of Bastrop has already taken steps to prepare for COVID-19, such as coordinating preparedness efforts across municipal departments and working with local partners to promote appropriate prevention and mitigation efforts; and
- WHEREAS,** it is critical to take additional steps to prepare for, respond to, and hinder the spread of COVID-19 to protect the public health, safety, and welfare; and
- WHEREAS,** declaring a state of disaster will facilitate and expedite the use and deployment of resources to enhance preparedness and response; and
- WHEREAS,** a declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease, and promote the health and safety of individuals in the City of Bastrop; and
- WHEREAS,** City of Bastrop will work collaboratively with the mayors of the cities of Elgin and Smithville, and the county judge of Bastrop County as well as federal, state and local authorities to ensure that all reasonable, appropriate, and necessary measures are taken to limit the development, contraction, and spread of COVID-19; and
- WHEREAS,** by this declaration, I declare all municipal rules and regulations that may inhibit or prevent prompt response to this threat are hereby temporarily suspended for the duration of the incident; and
- WHEREAS,** the Mayor of the City of Bastrop has determined that extraordinary measures must be taken to protect the public health, safety and welfare.

NOW, THEREFORE, Be It Proclaimed by Connie Schroeder, Mayor of the City of Bastrop, Texas:

1. That a local state of disaster is hereby declared for the City of Bastrop pursuant to Chapter 418 of the Texas Government Code.
2. Pursuant to Chapter 418 of the Texas Government Code, the local state of disaster shall continue for a period of not more than seven (7) days from the date of this declaration unless terminated, continued or renewed by the City Council of the City of Bastrop.
3. Pursuant to Chapter 418 of the Government Code, this declaration of local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. Pursuant to Chapter 418 of the Government Code, this declaration of a local state of disaster activates the City of Bastrop's Emergency Management Plan.
5. This Declaration activates the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance;
6. That this proclamation shall take effect at 3 : 30 p.m., on this, the 16th day of March 2020.

ORDERED this, the 16th day of March 2020.

CITY OF BASTROP:


Connie Schroeder, Mayor

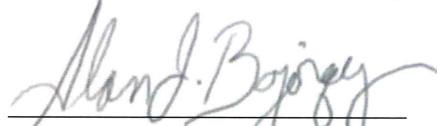
CERTIFICATION

I, **Traci Chavez**, Deputy City Secretary of the City of Bastrop, do hereby certify that the foregoing is a true and correct copy of the Declaration of local state of disaster ordered by the Mayor of the City of Bastrop on this, the 16th day of March 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Bastrop this, the 16th day of March 2020.


Traci Chavez Deputy City Secretary
City of Bastrop

APPROVED AS TO FORM:


Alan J. Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution R-2020-30 of the City Council of the City of Bastrop, Texas (“City”) responding to the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the “Alliance of CenterPoint Municipalities;” determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY

ALLIANCE OF CENTERPOINT MUNICIPALITIES

The City is a member of the Alliance of CenterPoint Municipalities (ACM). The ACM group was organized by a number of municipalities served by CenterPoint Energy Resources Corp., South Texas Division (“CenterPoint”) and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

“GRIP” RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (“GURA”), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the “GRIP” statute, that is, the “Gas Reliability Infrastructure Program.”

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

CENTERPOINT’S “GRIP” APPLICATION

On or about March 5, 2020, CenterPoint Energy Resources Corp., South Texas Division (“CenterPoint”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (‘GRIP”). CenterPoint proposes an effective date of May 4, 2020 for the increase in rates. CenterPoint’s application, if approved by the Commission, will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge**	Proposed 2020 Interim Rate Adjustment**	Adjusted Charge**	Increase Per Bill**
R-2097-I-GRIP 2020; R-2097-U-GRIP 2020 Residential	\$21.04	\$1.55	\$22.59	\$1.55
GSS-2097-I-GRIP 2020; GSS-2097-U-GRIP 2020 General Service Small	\$29.16	\$3.11	\$32.27	\$3.11
GSLV-628-I-GRIP 2020; GSLV-628- U-GRIP 2020 General Service Large Volume	\$126.70	\$18.74	\$145.44	\$18.74

****Charges shown are per customer per month**

CenterPoint’s proposed increases represent an increase in annual revenue of about \$3.0 million. Also, CenterPoint’s proposed increase in revenue results in the following percentage increases in a customer’s base rate bills. Base rates recover CenterPoint’s costs excluding the cost of gas and are the costs that are directly within CenterPoint’s control:

- Residential Customer: 5.41% increase in average customer’s bill
- Commercial Customer: 5.30 % increase in average customer’s bill
- General Service – Large Volume: 5.62% increase in average customer’s bill

REVIEW AND ACTION RECOMMENDED

In light of the Texas Supreme Court’s opinion, the City’s ability to review and effectuate a change in CenterPoint’s requested increase is limited. Nonetheless, to allow for a limited review of CenterPoint’s GRIP application, it is recommended that the City suspend CenterPoint’s proposed effective date of May 4, 2020 for forty-five days, so that the City may evaluate whether the data and calculations in CenterPoint’s rate application are correctly done.

Therefore, the Alliance of CenterPoint Municipalities' (ACM) Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 4, 2020 CenterPoint's proposed effective date is suspended until June 18, 2020.

RECOMMENDATION

Consider action to approve Resolution R-2020-30 of the City Council of the City of Bastrop, Texas ("City") responding to the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the "Alliance of CenterPoint Municipalities;" determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.

ATTACHMENT

- Resolution
- Letter

RESOLUTION NO. R-2020-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about March 5, 2020 CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), which if approved, results in an increase in the monthly customer charges as follows;

Rate Schedule	Current Customer Charge**	Proposed 2020 Interim Rate Adjustment**	Adjusted Charge**	Increase Per Bill**
R-2097-I-GRIP 2020; R-2097-U-GRIP 2020 Residential	\$21.04	\$1.55	\$22.59	\$1.55
GSS-2097-I-GRIP 2020; GSS-2097-U-GRIP 2020 General Service Small	\$29.16	\$3.11	\$32.27	\$3.11
GSLV-628-I-GRIP 2020; GSLV-628- U-GRIP 2020 General Service Large Volume	\$126.70	\$18.74	\$145.44	\$18.74

****Charges shown are per customer per month**

and

WHEREAS, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by CenterPoint is complex; and

WHEREAS, CenterPoint proposed an effective date of May 4, 2020 for the increase in rates; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act; and

WHEREAS, the effective date proposed by CenterPoint is May 4, 2020 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 18, 2020.

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

Section 1: That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2: The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3: The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities ("ACM").

Section 4: The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

Section 5: To the extent CenterPoint's application to increase rates under section 104.301 of the Gas Utility Regulatory Act (GURA) is considered a ratemaking proceeding, CenterPoint is ordered to reimburse the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6: A copy of this resolution shall be sent to Mr. Keith Wall, Director of Regulatory Affairs, CenterPoint Energy, 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy., Austin, Texas 78756.

Section 7: The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8: This resolution shall be effective immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of March 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



March 5, 2020

CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

RECEIVED
MAR 05 2020

Mayor and City Council
City of Bastrop
Bastrop, Texas

Re: CenterPoint Energy 2020 Annual GRIP Adjustment for the South Texas Division

Dear Madam or Sir:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company"), files the enclosed tariffs and supporting documents, including files in electronic form, with the City of Bastrop ("City") consistent with Section 7.7101 of the Railroad Commission of Texas ("Commission") Gas Services Division Rules and Section 104.301 of the Texas Utilities Code to establish the annual gas reliability infrastructure program ("GRIP") interim rate adjustment ("IRA") for the Company's South Texas Division, which includes the City. The proposed IRA will affect rates for natural gas service customers located in the City. Simultaneously with this filing, CenterPoint makes the same GRIP filing with the Commission for customers located in the City's environs and cities of the South Texas Division that have ceded original jurisdiction to the Commission.

CenterPoint consistently supplies its customers in the South Texas Division with safe and dependable natural gas service by prudently investing in additions and upgrades to its delivery system. The Company will continue to prudently invest in its infrastructure in order to improve its natural gas service to its customers and to anticipate and meet their needs under all operating conditions. The GRIP program enables a gas utility such as CenterPoint to begin recovery of its incremental capital investment in the system, subject to a prudence review in its next rate case. This reduces regulatory lag and incentivizes needed investment. Consistent with Section 104.301 of the Texas Utilities Code and Commission precedent, the City's review of this GRIP filing is limited to a ministerial review to ensure compliance with the GRIP statute.

Pursuant to applicable law, the proposed IRA will become effective on May 4, 2020, unless the City suspends that date for a period of no longer than forty-five (45) days. The approved IRA will be applied to the monthly customer charge and will remain in effect until superseded by the earlier of (1) the effective date of the Company's next annual GRIP adjustment for the South Texas Division; or (2) the issuance of a final order in a rate setting proceeding for the South Texas Division.

As detailed in the attached schedules and supporting material, the Company invested \$31,212,459 in its South Texas Division in calendar year 2019, and the applicable IRA is:

Rate Schedule	Current Customer Charge	Proposed 2020 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2097-I-GRIP 2020; R-2097-U-GRIP 2020 Residential	\$21.04 per customer per month	\$1.55 per customer per month	\$22.59 per customer per month	\$1.55 per customer per month
GSS-2097-I-GRIP 2020; GSS-2097-U-GRIP 2020 General Service Small	\$29.16 per customer per month	\$3.11 per customer per month	\$32.27 per customer per month	\$3.11 per customer per month
GSLV-628-I-GRIP 2020; GSLV-628-U-GRIP 2020 General Service Large Volume	\$126.70 per customer per month	\$18.74 per customer per month	\$145.44 per customer per month	\$18.74 per customer per month

Along with and in support of the proposed IRA, CenterPoint includes the following:

- (a) An earnings monitoring report showing the Company’s earnings for the South Texas Division during the 2019 calendar year (under the “Earnings Monitoring Report” section of the enclosed filing).
- (b) An Interim Rate Adjustment Application containing accounting schedules and project reports for the GRIP Adjustment Period including a description of (i) the projects undertaken during the GRIP Adjustment Period (ii) the investment to provide utility service in the South Texas Division, which were both completed and placed in service during the GRIP Adjustment Period, (iii) the Company’s prior utility investments in the South Texas Division that were either retired or abandoned during the GRIP Adjustment Period, and (iv) the cost, need and customers benefited by those investments and retirements located in IRAs 12, 13, 14 and 15 which are voluminous and are being provided in electronic form only.
- (c) The Company’s calculations of the GRIP Adjustment amount to go into effect on the later of the Planned Effective Date or the end of any suspension period imposed (under the “Interim Rate Adjustment Application” section of the enclosed filing).
- (d) Affidavits by Kristie Colvin, Brian K. Gower and Tal R. Centers, Jr. (under the “Affidavits” section of the enclosed filing).

- Ms. Colvin's affidavit verifies (i) that the South Texas Division's books and records are kept in accordance with the rules of the Commission and (ii) that the reports enclosed accurately reflect the South Texas Division's books and records related to the information in those reports.
- Mr. Gower's affidavit verifies the notice of the GRIP filing through customer bill inserts.
- Mr. Centers' affidavit concerns the reimbursement of relocation expenses.

In addition, the source documentation and workpapers supporting the data and calculations contained in the foregoing reports is maintained in CenterPoint's electronic databases which are available for review. To schedule an opportunity to review the electronic databases or any hard copy project files related to the new investment or retirements, please contact me at (713) 207-5946.

Notice of this proceeding will be provided to affected customers in the South Texas Division by bill insert or by separate mailing within 45 days after the date of this filing in accordance with the applicable law.

Please accept for filing the above-mentioned tariffs, filing package and enclosures and return the enclosed copy of this letter with your file mark thereon to acknowledge such filings for our records.

Although only the incorporated tariffs are applicable to the City, for administrative ease, the Company has included in its filing package both incorporated and unincorporated tariffs. For the General Service Large Volume unincorporated tariff, the Company has added a sentence to the Application of Schedule paragraph to identify the cities that ceded original jurisdiction to the Commission. The addition of this sentence corrects for an administrative oversight which makes this tariff consistent with the Residential and General Service small tariffs.

The Company has automated its process of preparing the schedules and workpapers. Because of this automation, the Company has added columns and added tabs in the IRA forms and made minor changes to the formatting. A list of the changes is being provided.

If the City takes any action regarding this filing, please send signed documents, such as, ordinances, resolutions and minutes to the following address:

Keith L. Wall
1111 Louisiana Street
CNP Tower 19th Floor
Houston, Texas 77002

Please do not hesitate to contact me with any questions you may have regarding this filing.

Sincerely,


Keith L. Wall
Director of Regulatory Affairs

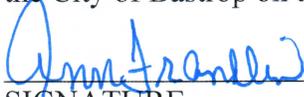
Attachments

cc: Mr. Tal Centers
Mr. Sam Chang
Ms. Gracy Rodriguez

DELIVERED TO:

Ann Franklin, City Secretary of
NAME OFFICE (Mayor, City Secretary, etc.)

the City of Bastrop on this 5th day of March 2020.


SIGNATURE

List of Changes to IRA Forms

Item	Changes	Tabs Affected
1	Interim Rate Adjustment Amount per Rate Class and Monthly Customer Charge Adjustment sections on separate tabs.	IRA-5
2	Authorized Return on Capital not linked to General Info. IRA-1 tab	IRA-5, IRA-20
3	Added line for Interim Rate Adjustment Amount Prior to State Margin Tax	IRA-5, IRA-21
4	Standard Allocation Percentage applied to Gross Plant, Depreciation Expense, Accumulated Depreciation, and Net Plant (column J-M) for each FERC Account	IRA-6
5	Ref Column for footnotes removed	IRA-6, IRA-7, IRA-8, IRA-9, IRA-10, IRA-11, IRA-16, IRA-17, IRA-18, IRA-19
6	396-7380 Power Operated Equipment included in "Transportation and Power Operated Equipment" section	IRA-6, IRA-7, IRA-8, IRA-9, IRA-10, IRA-11, IRA-16, IRA-17, IRA-18, IRA-19
7	Meals reported as reduction to rate base	IRA-6, IRA-7, IRA-8, IRA-16
8	Standard Allocation Percentage applied to Gross Plant, Depreciation Expense, Accumulated Depreciation, and Net Plant (column N-Q) for each FERC Account	IRA-7
9	Standard Allocation Percentage applied to Gross Plant, Depreciation Expense, Accumulated Depreciation, and Net Plant (column J-M) for each FERC Account	IRA-8
10	Standard Allocation Percentage applied to Gross Plant, Depreciation Expense, Accumulated Depreciation, and Net Plant (column P-S) for each FERC Account	IRA-9
11	Rate Base Adjustments section only present where amounts exist and not shown throughout	IRA-9, IRA-10, IRA-11, IRA-17, IRA-18, IRA-19
12	Standard Allocation Percentage applied to Gross Plant, Depreciation Expense, Accumulated Depreciation, and Net Plant (column T-W) for each FERC Account	IRA-10
13	Standard Net Plant amounts shown for each FERC Account (Column P).	IRA-11
14	Standard Allocation Percentage applied to Depreciation Expense (column N) for each FERC Account	IRA-16, IRA-17
15	Standard Allocation Percentage applied to Depreciation Expense (column R) for each FERC Account	IRA-18
16	Standard Allocation Percentage applied to Depreciation Expense (column P) for each FERC Account	IRA-19
17	Federal Income Tax Rate not linked to General Info. IRA-1 tab	IRA-20
18	Weighted Cost of Debt not linked to General Info. IRA-1 tab	IRA-20
19	Ad Valorem Tax Rate not linked to General Info. IRA-1 tab	IRA-21
20	Line items for items recovered through other mechanisms (i.e. Franchise, Gross Receipts Tax, and Pipeline Safety fee) not included	IRA-21
21	Used Texas Margin Tax Gross-up Factor to calculate State Margin Tax Base for calculating State Margin Tax amount.	IRA-21
22	Revenue-related taxes (State Margin Tax) shown on separate tab	IRA-21
23	No longer have footnote schedules. Footnotes and comments are noted on each individual schedule.	IRA-22
24	Direct and Allocated Reconciliation Summaries are included in the supplemental workpapers	Direct Summary Recon/Allocated Summary Recon



STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 9C

TITLE:

Consider action to approve the first reading of Ordinance No. 2020-07 of the City Council of the City of Bastrop, Texas, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and Texas Water Development Board Regulations; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting; and move to include on the April 14, 2020 City Council consent agenda for a second reading.

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

BACKGROUND/HISTORY:

The purpose of a Water Conservation Plan (WCP) is to ensure water use efficiency within our operation. The WCP is a strategy, or combination of strategies, for reducing the consumption of water, reducing the loss or waste of water, improving or maintaining the efficiency in the use of water, or increasing recycling and reuse of water. It contains best management practice measures to work toward meeting the targets and goals identified within the plan. The effectiveness of a WCP is in the implementation of the water conservation program.

The WCP, including targets and goals, must be revised every five (5) years in accordance with TCEQ and TWDB regulations. The last WCP prepared by BEFCO Engineering was adopted by Ordinance No. 2016-08 on April 26, 2016. While the current WCP is not required to be updated until 2021, we have gone forward with incorporating the updates prepared by Walker related to an update to the City's Drought Contingency Plan.

POLICY EXPLANATION:

Section 288.2 of the Texas Administrative Code sets forth TCEQ guidelines and requirements governing the development of water conservation plans for public water suppliers.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2020-07 of the City Council of the City of Bastrop, Texas, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and Texas Water Development Board Regulations; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting; and move to include on the April 14, 2020 City Council consent agenda for a second reading.

ATTACHMENTS:

- Ordinance No. 2020-07
- Exhibit A City of Bastrop Water Conservation Plan prepared by Walker Partners

ORDINANCE NO. R-2020-07

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. REPEALER Ordinance 2010-8 and Ordinance 2016-8, adopted on May 11, 2010 and April 26, 2016 respectively, are hereby repealed. All other ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

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

Section 5. EFFECTIVE DATE This Ordinance shall be effective immediately upon passage.

Section 6. PROPER NOTICE & MEETING It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ AND ACKNOWLEDGED on First Reading on the 24th day of March 2020.

READ & APPROVED on Second Reading on the 14th day of April 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

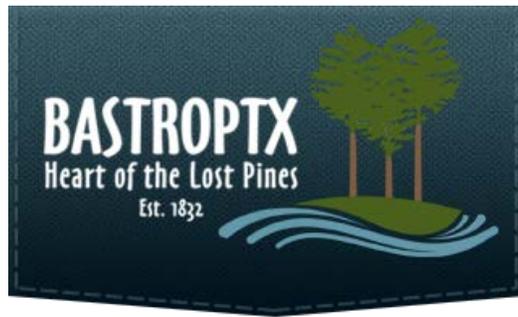
Alan Bojorquez, City Attorney

Exhibit A
[2020 Water Conservation Plan]

DRAFT

CITY OF BASTROP

WATER CONSERVATION PLAN



Adopted: March 24, 2020

City Ordinance No. 2020-07

Prepared by:



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1. Introduction and Objectives

1.1 Purpose

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

The City of Bastrop has developed this Water Conservation Plan (WCP) in accordance with the requirements provided in 31 Texas Administrative Code (TAC) §363 and guidance provided by the Texas Water Development Board (TWDB). This plan supersedes the previous plan adopted in August 2016. The objectives of this Water Conservation Plan are to:

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

2. Regulatory Considerations

2.1 Rules Governing Water Conservation Plans and Applicability

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

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

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

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

2.2 Minimum Plan Requirements

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

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

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

3. Utility Profile

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

3.1 Water System

The City of Bastrop's Water and Wastewater Department manages a water distribution service area covering an extent of approximately 11 square miles in area and serving a population of approximately 8,510 people. The city has approximately 4,100 retail connections. A map depicting the boundaries of the City's Water Certificate of Convenience and Necessity (CCN) is included in Appendix B. Connections within the system are categorized and broken out by percentage of the total water usage as follows: single family residential (66%), multi-family residential (18%), and commercial (17%). The City provides drinking water to its customers from groundwater produced from the City's seven (7) active groundwater wells, capable of producing up to 6.91 million gallons per day (MGD). This groundwater is treated at the City's two (2) water treatment plant facilities before entering the distribution system. Customers are served through a network of approximately 70 miles of transmission and distribution lines, ranging in diameter from 2 through 16 inches.

The City is currently in the planning and design phase for a new groundwater treatment plant facility utilizing Carrizo Aquifer groundwater. The new treatment plant facility is being designed for a phased

build-out approach to cover the City’s projected water demands for the future. Once completed, the new plant will replace the existing water treatment plant facility.

3.2 Wastewater System

Raw wastewater in the City is conveyed through a network of over 54 miles of wastewater collection lines and numerous lift stations to the City’s wastewater treatment plant facility. The facility is located on the south end of Water Street and is comprised of two (2) treatment plant units which discharge treated effluent to the Colorado River under TPDES permit WQ0011076001. The City is also under contractual obligations to treat up to 200,000 gallons per day (GPD) of wastewater flows from Bastrop County Water Control and Improvement District #2 (BCWCID #2). In total for 2018, the wastewater treatment plant facility treated an average daily flow of approximately 0.97 MGD; the design capacity of the wastewater treatment facility is 1.4 MGD. The City is currently in the planning and design phase for a new wastewater treatment plant facility. The new wastewater treatment plant facility is being designed for a phased build-out approach to cover the City’s projected wastewater demands for the future. Once completed, the new plant will replace the existing wastewater treatment plant facility.

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

4. Specification of Water Conservation Targets and Goals

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

The City is situated in a high-growth corridor and anticipates experiencing continued economic growth. The primary goals of this plan are to reduce total and residential GPCD demand. The City’s 2016 Water Conservation Plan noted the historic 5-year average for total GPCD and residential GPCD use at that time was 178 and 95 GPCD, respectively. Additionally, the plan included the 5-year and 10-year goals for total GPCD and residential GPCD by 2020 and by 2025 as shown in Table 4.1.

Table 4.1
City of Bastrop 2016 Water Conservation Plan – Historic and Target GPCD Use

	Historic 5-Year Average	5-Year Goal (2020)	10-Year Goal (2025)
Total GPCD	178	169	161
Residential GPCD	95	94	93
Water Loss GPCD	21	18	16
Water Loss %	12%	11%	10%

Current water use data show that the historic 5-year averages for total GPCD, residential GPCD, and water loss are at or below the 5-year goals established in the City’s 2016 Water Conservation Plan.

The City is planning to continue reducing their total GPCD to align with the guidance provided in the 2016 Region K Regional Water Plan whereby long-term total GPCD demand is reduced to less than 140 gallons per capita per day. The current 5-year averages for each component are used as a new baseline for projecting revised 5-year and 10-year goals under this current plan. Targets for future total GPCD are developed using the same methodology incorporated into the 2016 Region K Regional Water Plan for municipal conservation, whereby total GPCD is reduced by 5% for each coming decade until a total GPCD of 140 is achieved. Similarly, targets for future residential GPCD are also developed based on a goal of achieving a 5% reduction each decade. Future water loss targets are developed to achieve a water loss percentage of 10% or less.

Table 4.2
City of Bastrop 2019 Water Conservation Plan – Historic and Target GPCD Use

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

**Table also provided in Appendix C.

5. Water Conservation Plan Efficiency / Effectiveness Monitoring

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

6. Water Conservation Management and Strategies

6.1 Records Management System

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

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

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

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

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

6.2 Accurate Master Metering for Production

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

6.3 Universal Metering

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

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

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

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

- A representative number of 2-inch and smaller residential meters are tested annually to ensure continued accuracy
- Water meters 3-inch and larger are tested once per year;

- Residential water meters shall be tested in accordance with the AWWA recommendations found in Standard C700 and AWWA M6, *Water Meters – Selection, Installation, Testing, and Maintenance Manual*

6.4 Tracking and Controlling Water Loss

6.4.1 Water Loss Control Measures

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

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

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

6.4.2 Leak Detection and Repair

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

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

6.5 Public Education and Information Program

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

- Making water conservation information available to new customers

- Making residential water audits available to all customers upon request
- Providing water conservation information to all customers upon request, through the City's website, and through social media outlets
- Coordinating educational presentations, lectures, and demonstrations for schools, civic groups, and the general public
- Providing exhibits at public events held throughout the year
- Publishing water conservation information on a regular basis in the City's utility bill insert or other written form
- Participating in community environmental education activities with local organizations to promote water conservation education
- Supporting annual events and demonstrations relating to water conservation and environmental issues that affect water supply and quality

6.6 Plumbing Code and Retrofit Program

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

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

6.7 Landscape Water Management

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

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

6.8 Water Use Restrictions

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

6.9 Water Pressure Reduction

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

6.10 Reuse Water

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

6.11 Non-Promotional Water Rate Structure

The City utilizes an inclining water rate structure to encourage customers to reduce both peak and overall water usage, while at the same time fairly allocating cost of service to each customer class. Under an inclining rate structure, the rate per thousand gallon increases as the amount of water used increases. The current rate structure charges a minimum monthly service charge based on meter size, plus a fee based on consumption. Table 6.11.1 provides the rate structure for the minimum monthly service charge, inside and outside the city limits, based on a customer’s meter size. Table 6.11.2 provides the rate structure for the consumption fee, inside and outside the city limits, based on every 1,000 gallons of the total number of gallons a customer consumes each month.

Table 6.11.1
Minimum Base Charge by Meter Size

Meter Size	Residential and Commercial	
	Inside City Limits	Outside City Limits
3/4"	\$ 27.72	\$ 41.59
1"	\$ 47.13	\$ 70.69
1-1/2"	\$ 79.47	\$ 119.22
2"	\$ 118.28	\$ 177.43
3"	\$ 221.78	\$ 332.68
4"	\$ 255.07	\$ 507.34
6"	\$ 661.68	\$ 992.48

Table 6.11.2
Consumption Fee per 1,000 gallons Used

Consumption (gallons)	Residential and Commercial	
	Charge (\$/1,000 gallons)	
	Inside City Limits	Outside City Limits
0 - 3,000	\$ 2.85	\$ 4.13
3,001 - 5,000	\$ 3.04	\$ 4.42
5,001 - 10,000	\$ 3.22	\$ 4.70
10,001 - 20,000	\$ 3.42	\$ 4.98
20,001 - 50,000	\$ 3.69	\$ 5.39
> 50,000	\$ 3.87	\$ 5.66

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

7. Wholesale Water Contracts

The City, as part of contracts for sale of water, will require any other entity re-selling water to adopt applicable provisions of the City's WCP or have a plan in effect, previously adopted, meeting the basic requirements of 30 TAC §288. These provisions will be through contractual agreement prior to the sale of any water to the water re-seller. It should be noted that at this time, the City does not have any wholesale water contracts.

8. Coordination with Regional Water Planning Group

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

9. Water Conservation Plan Adoption and Enforcement

This Water Conservation Plan was adopted by the Bastrop City Council; a copy of the corresponding ordinance is included in Appendix F of this plan. The City Manager, or designee thereof, will be responsible for the implementation and enforcement of the plan and educating all City staff personnel. Implementation of the plan by City staff shall begin immediately in 2020 upon adoption.

10. Reporting Requirements

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

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

11. Plan Review and Update

The City will review and update this Water Conservation Plan based on an assessment of the 5-year and 10-year targets and any other new or updated information. The City will review and update the next revision of its WCP every five (5) years to coincide with the regional water planning group.

APPENDIX A

City of Bastrop Utility Profile
TWDB Form No. 1965-R

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Fill out this form as completely as possible.
If a field does not apply to your entity, leave it blank.

CONTACT INFORMATION

Name of Utility: City of Bastrop

Public Water Supply Identification Number (PWS ID): TX0110001

Certificate of Convenience and Necessity (CCN) Number: Water - 11198; Sewer - 20466

Surface Water Right ID Number: N/A

Wastewater ID Number: WQ0011076001

Completed By: Curtis Hancock Assistant Director
Title: Public Works

Physical: 300 Water Street
Address: Mailing: P.O. Box 427 City: Bastrop Zip Code: 78602

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

Date: 12/16/2019

Regional Water Planning Group: Region K [Map](#)
Lost Pines

Groundwater Conservation District: GCD [Map](#)

Check all that apply:

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

Section I: Utility Data

A. Population and Service Area Data

1. Current service area size in square miles: 11
 (Attach or email a copy of the service area map.)

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

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Service
2014	7,716	0	7,092
2015	7,834	0	7,228
2016	8,080	0	7,363
2017	8,391	0	7,714
2018	8,508	0	7,841

3. Provide the projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Service
2020	9,653	0	10,540
2030	13,088	0	15,210
2040	17,553	0	22,320
2050	23,603	0	27,466
2060	31,775	0	33,108

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

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

Projected Population Served by Retail Water Service - equal to the population projections provided in the Region K 2016 Regional Water Plan.

Historical Population Served by Wastewater Service - calculated by using internal billing reports that show number of sewer connections; added multi-family units; and then multiplied by 2.49 (population equivalent provided by TCEQ). For example: Dec. 2014 residential sewer customers is 2,130. Multi-family units are 718. So, $(2130+718) * 2.49 = 7,092$.

Projected Population Served by Wastewater Service - based on design info. for new WWTP.

B. System Input

Provide system input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Self-supplied Water in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2014	485,759,635	0	0	485,759,635	172
2015	467,373,992	0	0	467,373,992	163
2016	485,676,056	0	0	485,676,056	165
2017	519,172,553	0	0	519,172,553	170
2018	542,252,000	0	0	542,252,000	175
Historic 5-year Average	500,046,847	0	0	500,046,847	169

C. Water Supply System (Attach description of water system)

1. Designed daily capacity of system _____ **8,496,000 gallons** per day.

2. Storage Capacity:
 Elevated _____ **1,250,000 gallons**
 Ground _____ **1,510,000 gallons**

3. List all current water supply sources in gallons.

Water Supply Source	Source Type*	Total Gallons
Alluvial aquifer	Ground	6,331,700
Simsboro aquifer	Ground	576,000
	Choose One	

*Select one of the following source types: *Surface water, Groundwater, or Contract*

4. If surface water is a source type, do you recycle backwash to the head of the plant?
 Yes _____ estimated **gallons** per day
 No

D. Projected Demands

1. Estimate the water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demands (gallons)
2020	9,653	595,261,662
2021	9,997	616,474,758
2022	10,341	637,687,853
2023	10,685	658,900,949
2024	11,029	680,114,045
2025	11,373	701,327,140
2026	11,717	722,540,236
2027	12,061	743,753,331
2028	12,405	764,966,427
2029	12,749	786,179,523

2. Describe sources of data and how projected water demands were determined. Attach additional sheets if necessary.

Population - The current Region K data for population projections (current planning cycle) for the City of Bastrop was used to determine population growth over the next decade. An annual average growth rate of 344 people per year was calculated based on the projected 2020 and 2030 populations.

Water Demand - estimated using the historic 5-year average for Total GPCD. Projected water demands do not account for/incorporate water conservation goals provided in subsequent sections of this Utility Profile.

E. High Volume Customers

- List the annual water use, in gallons, for the five highest volume **RETAIL customers**. Select one of the following water use categories to describe the customer; choose Residential, Industrial, Commercial, Institutional, or Agricultural.

Retail Customer	Water Use Category*	Annual Water Use	Treated or Raw
Bastrop County Law Center	Commercial	111,250	Treated
Bastrop Walnut Ridge	Commercial	86,714	Treated
Bucees	Commercial	63,890	Treated
Texas Parks and Wildlife	Commercial	51,988	Treated
Brite and Shiny Carwash	Commercial	42,564	Treated

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

- If applicable, list the annual water use for the five highest volume **WHOLESALE customers**. Select one of the following water use categories to describe the customer; choose Municipal, Industrial, Commercial, Institutional, or Agricultural.

Wholesale Customer	Water Use Category*	Annual Water Use	Treated or Raw
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

F. Utility Data Comment Section

Provide additional comments about utility data below.

Water System Description - The City of Bastrop's Water and Wastewater Department manages a water distribution service area covering an extent of approximately 11 square miles in area and serving a population of approximately 8,510 people. The city has approximately 4,100 retail connections. Connections within the system are categorized and broken out by percentage of the total water usage as follows: single family residential (66%), multi-family residential (18%), and commercial (17%). The City provides drinking water to its customers from groundwater produced from the City's seven (7) active groundwater wells capable of producing up to 6.91 million gallons per day (MGD). This groundwater is treated at the City's two (2) water treatment plant facilities before entering the distribution system. Customers are served through a network of approximately 70 miles of transmission and distribution lines ranging in size from 2-inch through 16-inch in diameter.

Section II: System Data

A. Retail Connections

- List the active retail connections by major water use category.

Water Use Category*	Active Retail Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Residential – Single Family	2,699		2,699	66%
Residential – Multi-family (units)	718		718	18%
Industrial	0		0	0%
Commercial	680		680	17%
Institutional	0		0	0%
Agricultural	0		0	0%
TOTAL	4,097	0	4,097	

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

- List the net number of new retail connections by water use category for the previous five years.

Water Use Category*	Net Number of New Retail Connections				
	2014	2015	2016	2017	2018
Residential – Single Family	73	47	99	125	47
Residential – Multi-family (units)	-80	0	0	0	0
Industrial					
Commercial	50	-36	-13	22	21
Institutional					
Agricultural					
TOTAL	43	11	86	147	68

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

B. Accounting Data

For the previous five years, enter the number of gallons of RETAIL water provided in each major water use category.

Water Use Category*	Total Gallons of Retail Water				
	2014	2015	2016	2017	2018
Residential - Single Family	145,211,834	209,761,800	183,589,000	203,218,100	201,295,300
Residential – Multi-family	43,788,666	43,790,500	51,989,727	53,658,627	47,980,915
Industrial					
Commercial	209,547,600	184,368,600	201,496,773	193,500,273	205,569,685
Institutional					
Agricultural					
TOTAL	398,548,100	437,920,900	437,075,500	450,377,000	454,845,900

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

C. Residential Water Use

For the previous five years, enter the residential GPCD for single family and multi-family units.

Water Use Category*	Residential GPCD				
	2014	2015	2016	2017	2018
Residential - Single Family	52	73	62	66	65
Residential – Multi-family	16	15	18	18	15

D. Annual and Seasonal Water Use

- For the previous five years, enter the gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Retail Water				
	2014	2015	2016	2017	2018
January	28,658,100	36,296,100	29,038,500	31,328,200	32,522,100
February	27,614,200	23,927,220	30,748,800	27,855,500	27,539,900
March	28,000,100	24,531,200	31,783,300	32,633,500	31,856,300
April	28,308,000	25,865,900	30,188,500	35,023,200	36,241,700
May	37,542,200	26,702,700	33,474,500	45,815,500	39,369,700
June	36,101,900	33,075,000	36,932,000	30,454,500	46,267,600
July	34,453,000	39,079,800	50,794,800	54,157,100	52,789,600
August	43,701,800	62,474,300	42,431,700	49,259,800	53,586,500
September	43,595,200	49,677,400	40,760,500	43,596,400	41,221,500
October	31,453,500	53,865,700	38,730,100	48,277,000	31,964,300
November	32,102,500	30,874,100	33,607,300	33,510,700	31,748,900
December	26,117,300	27,767,500	28,557,000	29,501,500	29,147,800
TOTAL	397,647,800	434,136,920	427,047,000	461,412,900	454,255,900

2. For the previous five years, enter the gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Retail Water				
	2014	2015	2016	2017	2018
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL	0	0	0	0	0

3. Summary of seasonal and annual water use.

Water Use	Seasonal and Annual Water Use					Average in Gallons
	2014	2015	2016	2017	2018	
Summer Retail (Treated + Raw)	114,256,700	134,629,100	130,158,500	133,871,400	152,643,700	133,111,880 5yr Average
TOTAL Retail (Treated + Raw)	397,647,800	434,136,920	427,047,000	461,412,900	454,255,900	434,900,104 5yr Average

E. Water Loss

Provide Water Loss data for the previous five years.

Water Loss GPCD = [Total Water Loss in Gallons ÷ Permanent Population Served] ÷ 365

Water Loss Percentage = [Total Water Loss ÷ Total System Input] x 100

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2014	81,758,785	29	17%
2015	23,610,917	8	5%
2016	36,023,508	12	7%
2017	56,537,525	18	11%
2018	80,627,950	26	15%
5-year average	55,711,737	19	11%

F. Peak Water Use

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

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2014	1,234,000	1,714,000	1.39
2015	1,271,000	2,323,000	1.83
2016	1,315,000	2,314,000	1.76
2017	1,411,000	2,817,000	2.00
2018	1,484,000	2,546,000	1.72

G. Summary of Historic Water Use

Water Use Category	Historic 5-year Average	Percent of Connections	Percent of Water Use
Residential SF	188,615,207	66%	0%
Residential MF	48,241,687	18%	0%
Industrial	0	0%	0%
Commercial	198,896,586	17%	0%
Institutional	0	0%	0%
Agricultural	0	0%	0%

H. System Data Comment Section

Provide additional comments about system data below.

Section III: Wastewater System Data

If you do not provide wastewater system services then you have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the [Water Conservation Plan Checklist](#) to complete your Water Conservation Plan.

A. Wastewater System Data (Attach a description of your wastewater system.)

1. Design capacity of wastewater treatment plant(s): 1,400,000
gallons per day.
2. List the active wastewater connections by major water use category.

Water Use Category*	Active Wastewater Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	2,431		2,431	81%
Industrial			0	0%
Commercial	561		561	19%
Institutional			0	0%
Agricultural			0	0%
TOTAL	2,992	0	2,992	

2. What percent of water is serviced by the wastewater system? 96%
3. For the previous five years, enter the number of gallons of wastewater that was treated by the utility.

Month	Total Gallons of Treated Wastewater				
	2014	2015	2016	2017	2018
January	22,612,000	26,056,000	25,286,000	27,621,000	26,793,000
February	21,223,000	21,857,000	23,675,000	25,593,000	24,615,000
March	24,298,000	26,743,000	27,901,000	29,760,000	28,826,000
April	23,662,000	27,420,000	31,428,000	28,458,000	27,507,000
May	27,146,000	34,613,000	34,914,000	30,297,000	30,642,000
June	26,962,000	29,418,000	29,105,000	28,541,000	30,204,000
July	25,623,000	29,701,000	29,646,000	28,679,000	30,830,000
August	26,275,000	28,918,000	34,353,000	34,656,000	31,679,000
September	26,446,000	26,346,000	29,156,000	28,344,000	30,748,000
October	26,243,000	29,864,000	27,969,000	28,158,000	31,608,000
November	24,195,000	28,349,000	26,256,000	26,679,000	28,878,000
December	24,227,000	26,958,000	29,076,000	27,090,000	30,244,000
TOTAL	298,912,000	336,243,000	348,765,000	343,876,000	352,574,000

4. Can treated wastewater be substituted for potable water?

Yes No

B. Reuse Data

1. Provide data on the types of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site irrigation	
Plant wash down	Minimal
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation pond	
Other	
TOTAL	0

C. Wastewater System Data Comment

Provide additional comments about wastewater system data below.

Wastewater System Description - Raw wastewater in the City is conveyed through a network of over 54 miles of wastewater collection lines and numerous lift stations to the City’s wastewater treatment plant facility. The facility is located on the south end of Water Street and is comprised of two (2) treatment plant units which discharge treated effluent to the Colorado River under TPDES permit WQ0011076001. The City is also under contractual obligations to treat up to 200,000 gallons per day (GPD) of wastewater flows from Bastrop County Water Control and Improvement District #2 (BCWCID #2). In total for 2018, the wastewater treatment plant facility treated an average daily flow of approximately 0.97 MGD; the design capacity of the wastewater treatment facility is 1.4 MGD. The City is currently in the planning and design phase for a new wastewater treatment plant facility. The new wastewater treatment plant facility is being designed for a phased build-out approach to cover the City’s projected wastewater demands for the future. Once completed, the new plant will replace the existing wastewater treatment plant facility.

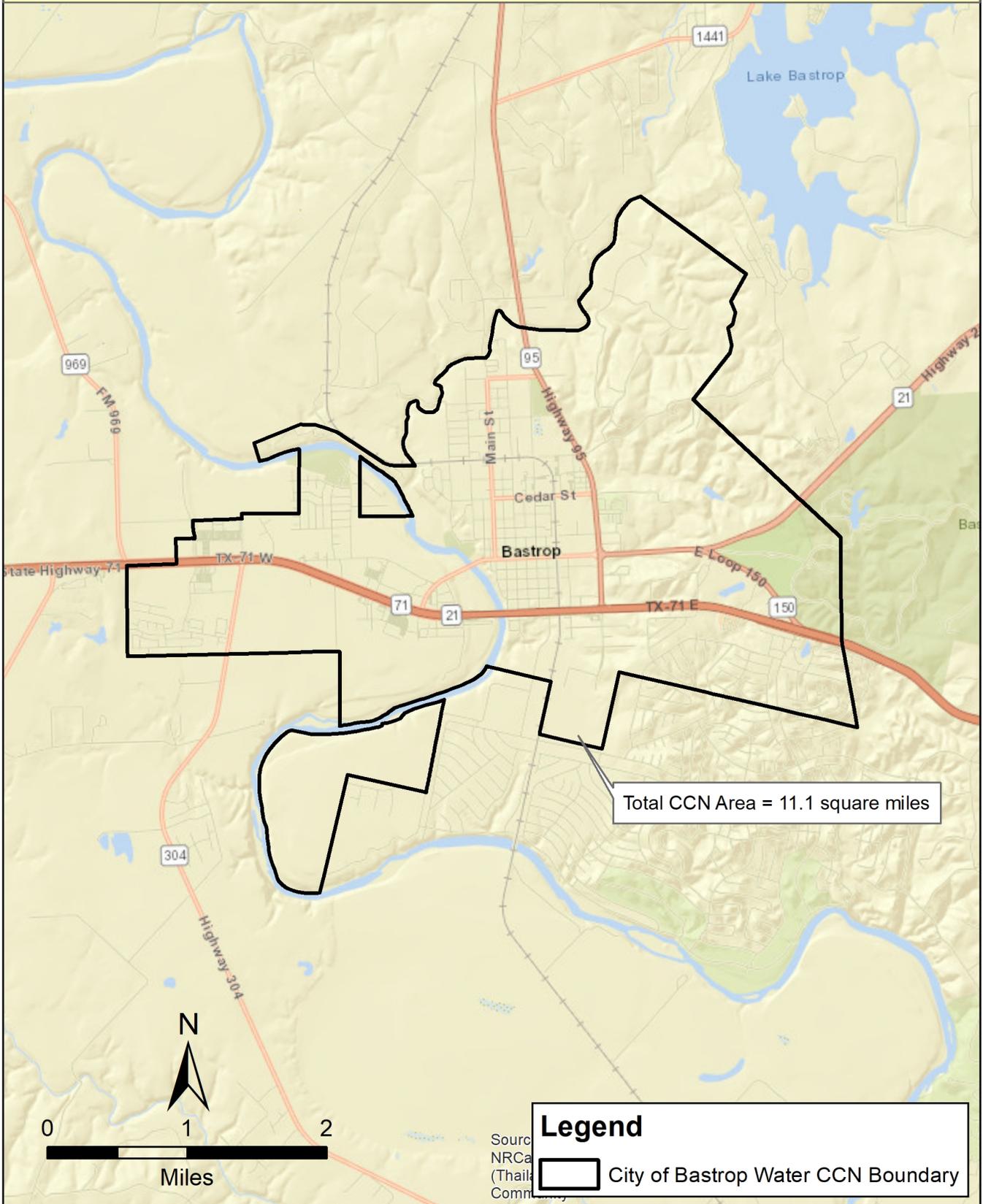
The City has received authorization from the TCEQ for reuse of Type I and Type II wastewater effluent from the City’s wastewater treatment plant facility. Historically under this authorization, the City has provided reuse water to support local construction activities and operations at the City’s wastewater treatment facility. Currently, the City is not utilizing reuse water as additional capital improvements to supporting pumping and storage facilities are needed before the system can be brought back online.

You have completed the Utility Profile. [Save and Print this form to submit with your Plan. Continue with the Water Conservation Plan Checklist to complete your Water Conservation Plan.](#)

APPENDIX B

City of Bastrop Water CCN Map

City of Bastrop Water CCN No. 11198



APPENDIX C

5-year and 10-year Goals for Water Savings
TWDB Form No. 1964

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

Facility Name: CITY OF BASTROP

Water Conservation Plan Year: 2019

	Historic 5yr Average	Baseline	5-yr Goal for year <u>2024</u>	10-yr Goal for year <u>2029</u>
Total GPCD ¹	169	169	165	161
Residential GPCD ²	80	80	78	76
Water Loss (GPCD) ³	19	19	17	16
Water Loss (Percentage) ⁴	11 %	11 %	10 %	10 %

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

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

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

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

APPENDIX D

City of Bastrop Drought Contingency Plan

9/5/2019

Texas Commission on Environmental Quality
P.O. Box 13087
Resource Protection Team
MC-160
Austin, TX 78711-3087

Attn: Resource Protection Team

Re: Updated Drought Contingency Plan for the City of Bastrop, TX

To the Resources Protection Team

The City of Bastrop (City) has recently revised and updated their Drought Contingency Plan (DCP) in accordance with the rules and requirements provided by the Texas Commission on Environmental Quality (TCEQ). The current plan, which was adopted by Bastrop City Council on August 27, 2019, replaces the previous DCP for the City dated May 2012.

The updated DCP is provided as an attachment to this letter. Also included as attachments are the following:

- Summary log of revisions to current plan from previous plan;
- Cover letter for the DCP submittal to the Region K Regional Water Planning Group; and
- Copy of the signed City of Bastrop City Council resolution adopting the updated DCP.

The TCEQ previously provided a notice dated July 24, 2019 to the City reminding the City of the deadlines for the DCP and the City's Water Conservation Plan. After further discussion with TCEQ staff, it was clarified that the City is not required to submit a Water Conservation Plan to the TCEQ as the City is not a surface water right holder. The City is in the process of updating their Water Conservation Plan for submission to the Texas Water Development Board pursuant to the rules and requirements under 31 TAC 363.

Please feel free to contact me directly should you have any questions concerning these items.

Sincerely,



DANIEL M. FRAZIER, P.E.
PROJECT MANAGER

W 512.382.0021 M 512.960.0081

DF

Attachments: City of Bastrop Drought Contingency Plan (August 2019); Summary Log of DCP Revisions, Cover Letter for DCP Submittal to the Region K Regional Water Planning Group; Bastrop City Council Resolution Adopting Current DCP

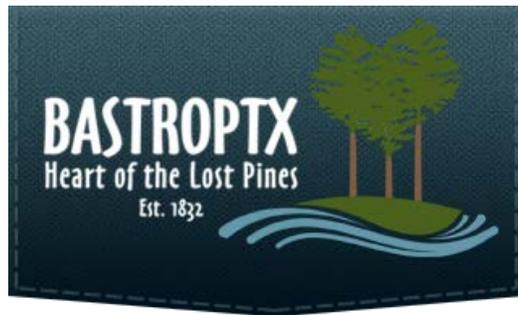
Electronic Delivery

Cc: Project File

Attachment 1 – Updated Drought Contingency Plan for
the City of Bastrop (August 2019)

CITY OF BASTROP

DROUGHT CONTINGENCY PLAN



Adopted: August 27, 2019

Prepared by:



AMENDED DROUGHT CONTINGENCY PLAN FOR THE CITY OF BASTROP, TEXAS

Introduction and Background

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

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

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

Section I: Declaration of Policy, Purpose, and Intent

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

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

Section II: Public Involvement

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

Section III: Public Education

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

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

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

Section V: Authorization

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

Section VI: Application

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

Section VII: Permanent Water Restrictions

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

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

Section VIII: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

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

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

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

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

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

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

Stage 1 Trigger – MILD Water Shortage Conditions / Water Awareness

Requirements for initiation

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

Requirements for termination

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

Stage 2 Trigger – MODERATE Water Shortage Conditions / Water Watch

Requirements for initiation

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

Requirements for Termination

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

Stage 3 Trigger -- CRITICAL Water Shortage Conditions

Requirements for Initiation

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

Requirements for Termination

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

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

Requirements for Initiation

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

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

Requirements for Termination

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

Stage 5 Trigger — WATER ALLOCATION

Requirements for Initiation

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

Requirements for Termination

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

Section X: Drought Response Stages

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

Notification of the Public:

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

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

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

Additional Notification:

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

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

Stage 1 Response -- MILD Water Shortage Conditions

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

Best Management Practices for Supply Management:

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

Voluntary Water Use Restrictions for Reducing Demand:

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

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

Stage 2 Response –MODERATE Water Shortage Conditions

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

Best Management Practices for Supply Management:

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

Mandatory Water Use Restrictions for Demand Reduction:

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

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

Stage 3 Response - CRITICAL Water Shortage Conditions

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

Best Management Practices for Supply Management:

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

Mandatory Water Use Restrictions:

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

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

Stage 4 Response - EMERGENCY Water Shortage Conditions

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

Best Management Practices for Supply Management:

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

Mandatory Water Use Restrictions:

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

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

Stage 5 Response - WATER ALLOCATION

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

Single-Family Residential Customers

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

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

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

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

Master-Metered Multi-Family Residential Customers

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

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

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

Commercial Customers

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

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

Industrial Customers

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

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

Section XI: Enforcement

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

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

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

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

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

Section XII: Variances

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

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

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

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

- (h) Other pertinent information.

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

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

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

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

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

2019 Bastrop Drought Contingency Plan
Change Log

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

2019 Bastrop Drought Contingency Plan
Change Log

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

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

9/3/2019

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

Attn: Stacy Pandey

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

Dear Ms. Pandey:

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

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

Sincerely,



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

DF

Attachments: 2019 City of Bastrop Drought Contingency Plan

Postal Delivery

Cc: Project File

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

RESOLUTION NO. R-2019-76

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

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

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

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

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

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

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

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

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

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

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

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

APPENDIX E

Regional Water Planning Group – Region K Notification Letter

March XX, 2020

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

Attn: Stacy Pandey

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

Dear Ms. Pandey:

The City of Bastrop is submitting the enclosed Water Conservation Plan to the Region K – Lower Colorado Regional Water Planning Group as prescribed by the Texas Water Development Board (TWDB) in 31 TAC §363. This plan is an update to the City's previous water conservation plan (adopted August 2016). The updated plan was adopted by the City of Bastrop by passing Ordinance No. 2020-07 on March 24, 2020. Updates to the current plan have been incorporated based on a review of the City's most recent water use data; these plan updates primarily include revisions to the City's 5-year and 10-year water conservation targets, as well as an updated water utility profile. The City's current Water Conservation Plan is not required to be updated until 2021; however, the City has gone ahead and incorporated the updates in the enclosed plan as this was prepared in conjunction with an update to the City's Drought Contingency Plan.

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

Sincerely,

S. **JARED** NIERMANN, P.E.
PROJECT MANAGER
○ 512.382.0021

SJN

Attachments: 2019 City of Bastrop Water Conservation Plan

Postal Delivery

Cc: Project File

APPENDIX F

City of Bastrop City Council Ordinance of Adoption

Water Conservation Plan Edit Log

3-24-2020

Edits	Section From Existing WCP	Section from Updated WCP	Description
1	General	General	Reordered all headings of the Water Conservation Plan (WCP) and the Table of Contents to follow the Texas Water Development Board's (TWDB) Water Conservation Plan Guidance Checklist. Added additional formatting, minor grammatical changes, spelling corrections, and rewording of various sentence structures throughout updated WCP.
2	General	General	Consolidated several of the existing WCP headings (Sections B, E, F, G, H.1., H.2., H.3., H.4., H.5., H.7., and H.8.) under the Section 6 heading - Water Conservation Management Strategies.
3	Introduction and Objectives	Sections 1 and 2	Broke Introduction and Objectives section from existing WCP into Sections 1 and 2 in updated WCP.
4	Introduction and Objectives	Section 1.1	Added bullet pointed objectives.
5	Introduction and Objectives	Section 2.2	Reordered the WCP requirements listing to follow the TWDB's Water Conservation Plan Guidance Checklist.
6	A. Utility Profile - Water System	Section 3.1 & Appendix A	Updated the Utility Profile in Appendix A with current completed-year data from Years 2014-2018. Results from those updates have been incorporated into Section 3.1 of the WCP, updating the previous values.
7	A. Utility Profile - Water System	Section 3.1	Added to 1st Paragraph: "A map depicting the boundaries of the City's Water Certificate of Convenience and Necessity (CCN) is included in Appendix B."
8	A. Utility Profile - Water System	Section 3.1	Replaced 2nd paragraph with: "The City is currently in the planning and design phase for a new groundwater treatment plant facility utilizing Carrizo Aquifer groundwater. The new treatment plant facility is being designed for a phased build-out approach to cover the City's projected water demands for the future. Once completed, the new plant will replace the existing water treatment plant facility."
9	A. Utility Profile - Wastewater Collection and Treatment System	Section 3.2 & Appendix A	Updated the Utility Profile in Appendix A with current year-end data from Years 2014-2018. Results from those updates have been incorporated into Section 3.2 of the updated WCP, updating the previous values.
10	A. Utility Profile - Wastewater Collection and Treatment System	Section 3.2	Added brief additional information regarding facility location and operational organization of WWTP to 1st paragraph.
11	A. Utility Profile - Wastewater Collection and Treatment System	Section 3.2	Added to end of 1st paragraph: "The City is currently in the planning and design phase for a new wastewater treatment plant facility. The new wastewater treatment plant facility is being designed for a phased buildout approach to cover the City's projected wastewater demands for the future. Once completed, the new plant will replace the existing wastewater treatment plant facility."
12	A. Utility Profile - Wastewater Collection and Treatment System	Section 3.2	Replaced 2nd paragraph with: "The City has received authorization from the TCEQ for reuse of Type I and Type II wastewater effluent from the City's wastewater treatment plant facility. Historically under this authorization, the City has provided reuse water to support local construction activities and operations at the City's wastewater treatment facility."
13	B. Records Management System	Section 6.1	Moved Section B to Section 6.1 of updated WCP.

Water Conservation Plan Edit Log
3-24-2020

14	C. Water Conservation Plan Five and Ten Year Goals	Section 4	Moved Section C to Section 4 of updated WCP.
15	C. Water Conservation Plan Five and Ten Year Goals	Section 4	Removed 1st paragraph and replaced with a summary paragraph of the purpose of the a WCP for City of Bastrop.
16	C. Water Conservation Plan Five and Ten Year Goals, Table	Section 4, Table 4.1, Table 4.2	Updated 2nd paragraph with new GPCD data from Utility Profile Updates in Appendix A. Table was copied to updated WCP as Table 4.1 and updated using new data from Utility Profile in Table 4.2.
17	D. Method of Monitoring the Effectiveness of the Plan	Section 5	Moved Section D to Section 5 of updated WCP. Revised and updated language in the WCP.
18	E. Accurate Source Water Metering	Section 6.2	Moved Section E to Section 6.2 of updated WCP. Revised and updated language in the WCP.
19	F. Universal Metering	Section 6.3	Moved Section F to Section 6.3 of updated WCP. Added Section H.6. from existing WCP as 2nd paragraph in Section 6.3 in updated WCP between paragraphs 1 and 3 of existing WCP.
20	G. Tracking and Controlling Water Loss	Section 6.4	Moved Section G to Section 6.4 of updated WCP.
21	H. Water Conservation Strategies	Section 6	Moved Section H.1., H.2., H.3., H.4., H.5., H.7., and H.8. to Sections 6.5, 6.6, 6.7, 6.11, 6.10, 6.9, and 6.8 of updated WCP, respectively. Section H.6. was moved to 2nd paragraph of Section 6.3.
22	I. Non-Promotional Water Rate Structure	Section 6.11	Moved Section I to Section 6.11 of updated WCP. Revised and updated language in the Section. Split out one (1) table into two (2) tables. Added the following to end of last paragraph: "In order to meet critical needs of the City's water system, it is the City's intention to increase the rates for minimum and volume charges each year as outlined by separate ordinances."
23	J. Means of Implementation and Enforcement	Section 9	Moved Section J to Section 9 of updated WCP.
24	K. Wholesale Water Contracts	Section 7	Moved Section K to Section 7 of updated WCP.
25	L. Coordination with Regional Planning Group	Section 8	Moved Section L to Section 8 of updated WCP.
26	M. Reporting Requirements	Section 10	Moved Section M to Section 10 of updated WCP. Reworded Section and added web address for electronic submission.
27	N. Plan Update	Section 11	Moved Section N to Section 11 of updated WCP.
28	Appendix A	Appendix A	Updated Utility Profile data with information from Years 2014-2018 from the following sources: TWDB Annual Water Use Surveys, Annual Water Conservation Reports, Region K 2016 Regional Water Plan future population and useage estimates, recorded flow data on the water and wastewater system from the record management system and the Advanced Metering Infrastructure (AMI), new WWTP design information.
29	Appendix B	Appendix C	Moved Appendix B 5 and 10-year Goals Table to Appendix C.
30	Appendix C	Appendix B	Moved Appendix C City of Bastrop CCN Map to Appendix B.

Water Conservation Plan Edit Log

3-24-2020

31	Appendix D	Appendix F	The new adopted City ordinance will be placed into Appendix F in the updated WCP.
32	Appendix E	Appendix E	The Regional Water Planning Group Notification letter will be updated and sent out with the WCP upon adoption of the new ordinance. The letter will be included in Appendix E of the updated WCP.
33	None	Appendix D	Added Drought Contingency Plan as Appendix D in the updated WCP.



STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM:9D

TITLE:

Consider action to approve Resolution No. R-2020-31 of the City Council of the City of Bastrop, Texas awarding a contract for annual pricing agreement for ribbon curbing to 304 Construction, LLC, attached as Exhibit A; priced according to the bid proposal sheet attached as Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

BACKGROUND/HISTORY:

The Public Works Streets and Drainage division has put a great deal of effort into developing and planning the current RFP to ensure all future projects that entail the installation of ribbon curb are met with the same diligence. The current planned project is for 5675 LF of 12"W x 6"D, newly constructed ribbon curb for our N. Main Street Project. This would include the streets of Maple from N. Main to Pecan, Magnolia from N. Main to Pecan, Locust from N. Main to Pecan, and Water from Maple to Locust. Curbing allows rain from streets to drain into the newly maintained storm drainage. Also, by eliminating curbs and gutters, there are fewer costs associated with ribbon curb. Finally, the ribbon curb keeps the street edges intact and eliminates the future repair and maintenance of the "edge of street" due to sheathing or deterioration.

The City received two (2) bids: 304 Construction, LLC and Myers Concrete Construction, LP. While Myers was the overall lowest bidder, they failed to include the additional copy and electronic copy of their RFP as required in the document. Therefore, 304 Construction is the lowest, most responsive bidder.

POLICY EXPLANATION:

A Request-for-Proposal (RFP) was developed to perform improvements and/or installation of concrete ribbon curb as needed.

FUNDING SOURCE:

These funds for the N. Main project were budgeted for FY20.

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-31 of the City Council of the City of Bastrop, Texas awarding a contract for annual pricing agreement for ribbon curbing to 304 Construction, LLC, attached as Exhibit A; priced according to the bid proposal sheet attached as Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2020-31
- Draft Contract for Ribbon Curbing with 304 Construction, LLC (Exhibit A to Resolution R-2020-31)
- Pricing from 304 Construction (Exhibit B to Resolution R-2020-31)
- Ribbon Curbing RFP submission from 304 Construction, LLC
- Bid Tabulation

RESOLUTION NO. R-2020-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT FOR ANNUAL PRICING AGREEMENT FOR RIBBON CURBING TO 304 CONSTRUCTION, LLC, ATTACHED AS EXHIBIT A; PRICED ACCORDING TO THE BID PROPOSAL SHEET ATTACHED AS EXHIBIT B; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the quality of our City water supply; and

WHEREAS, The City of Bastrop has received all bids, and determined the best value contract.

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

Section 1: That the City Manager is hereby authorized to execute an Annual Price Agreement with 304 Construction, LLC as attached as Exhibit A for the rates attached as Exhibit B.

Section 2: That the City Council of the City of Bastrop has found 304 Construction, LLC, to be a subject matter expert in the field of concrete improvements.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of March, 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CONSTRUCTION CONTRACT

THIS CONTRACT made this the _____ day of _____, 2020, by and between **304 Construction, LLC**, hereinafter called the “*Contractor*”, and the **City of Bastrop**, hereinafter called “*City*.” acting herein by its City Manager, Trey Job hereunto duly authorized.

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. The Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **concrete ribbon curbing** and required supplemental work, all in strict accordance with the RFP attached as Exhibit “A” and plans attached as Exhibit “B”. All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the RFP and the addenda to this Contract is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR’S DUTIES.

A. Construction. Contractor shall construct all improvements embraced in the ribbon curbing projects as described in Exhibit “A” and Exhibit “B”.

B. Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan as attached in Exhibits “A” and “B” to conduct the construction required under this Contract in an efficient manner.

C. Completion of Work. A list of projects will be provided throughout the year. Once the list is provided, the Contractor will have ten (10) days to begin construction. Once work commences, all work must be completed within:

D. Reporting. Upon City’s request, Contractor will make written reports noting the progress of the project. Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Contractor will report to the City’s Assistant Public Works Director, verbally or in writing, any conflicts between Contractor and any citizen in the course of performing said duties.

E. Records. Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws. The City reserves the right to audit the records, as may pertain to the bid and performance, during the term of the Agreement and for three (3) years after the Agreement is completed. Contractor shall comply with the City’s public information policies.

F. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services.

G. Local Goods and Services. In accordance with this Agreement, Contractor agrees to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality and price.

H. Invoicing. Contractor shall prepare an invoice for work completed and submit the invoice to the City for payment. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal. Invoice shall include a description of the project, type of work performed, and bid number. All payment terms shall be "Net 30 Days". No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the Agreement.

I. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in Exhibit "C", including maintaining worker's compensation and liability coverage, in stated amounts, and providing proof of such coverage. Contractor to provide a copy of insurance coverage as defined in Exhibit "C", within five (5) business days after notification of intent to award.

J. Payment and Performance Bonds: Contractor must provide bonds in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award and in accordance with the provisions of the Texas Government Code Chapter 2253, Subchapter B, §2253.021, as amended, as provided for within the bid documents.

(a) Performance Bond. A good sufficient bond in an amount not less than 100 percent of the approximate total amount of the contract, as evidenced by the bid tabulation, or otherwise guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, shall be provided for the protection of the City.

(b) Payment Bond. A good and sufficient bond in an amount not less than 100 percent of the approximate total amount of the contract, as evidenced by the bid tabulation, or otherwise, guaranteeing the full and proper payment of all claimants supplying labor and materials in the prosecution of the work provided for in said contract and for the use of each claimant.

C. Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of two (2) years after the date of final acceptance of the work by the City, and further agrees to indemnify and hold the City harmless from any costs encountered

in remedying such defects. Contractor shall agree to supply a two (2) year maintenance bond to the City at the time of acceptance of the work.

ARTICLE 4. THE CONTRACT PRICE. The contract price shall be attached to the statement of work per task and enumerated with a job number to include the fiscal year for example. (PW2020-01) The City is exempt from sales tax.

ARTICLE 5. THE CONTRACT.

A. Contract Components. The executed contract documents shall consist of the following components:

1. This Contract;
2. Exhibit "A" RFP
3. Exhibit "B" Plans
4. Exhibit "C" Insurance Requirements.

This Contract, together with other documents enumerated in this ARTICLE 5, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of an Exhibit conflicts with a provision in this Contract, the provisions in this Contract prevails.

B. Duration. This Contract shall be in effect for a period of one year (12 months) from date of Council approval, unless terminated as provided below or if all work associated with Contract is completed.

C. Termination. Either party may terminate this Contract by a thirty (30) day written notice. The City reserves the right to terminate the Agreement immediately in the event the Contractor fails to either:

- (a) Meet delivery schedules;
- (b) Otherwise conform to these specifications.

Breach of contract or default authorizes the City to award bid to another bidder, purchase elsewhere, and charge the full increase in cost to the defaulting Contractor.

E. Relationship of Parties. It is understood by the parties that Contractor and the Contractor's employees are independent contractors with respect to the City and not employees of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees.

F. Employees. Contractor employees, if any, who perform services for City under this Contract shall also be bound by the provisions of this Contract. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

G. Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas

Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

H. Assignment. Contractor's obligation under this Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

I. Notice. All notice required or permitted under this Contract shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Manager
City of Bastrop
P.O. Box 427
Bastrop, TX 78602
512-332-8800

For the Contractor:

Attention: Adam Meuth
304 Construction, LLC
1083 FM 812, Suite I-9
Cedar Creek, TX 78612
512-718-4463

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

J. Entire Contract. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written contracts between the parties. If a conflict exists between this Contract and Exhibit "A", this Contract shall prevail.

K. Amendment. This contract may be modified or amended only if the amendment is made in writing and is signed by both parties.

L. Severability. If any provision of this Contract shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

M. Waiver of Contractual Right. The failure of any party to enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Contract.

N. Applicable Law. The laws of the State of Texas shall govern this Contract. The prevailing party agrees to pay reasonable attorney fees, all costs of court, and any other expenses incurred in the event of a litigated dispute between the parties to the extent allowed by law.

O. Venue. The venue for any and all legal disputes arising under this Contract shall be Bastrop County, Texas.

P. INDEMNIFICATION. CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, AND/OR ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS CONTRACT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

Q. Force Majure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed:

CITY OF BASTROP

By _____
Title: Trey Job, Acting City Manager

ATTEST:

Ann Franklin, City Secretary

By _____
(The Contractor)

Corporate Certifications

I, _____, certify that I am the Secretary/Treasurer of the corporation named as Contractor herein; that _____ who signed this Contract on behalf of the Contractor, was then President of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

EXHIBIT "C"

CITY OF BASTROP CONTRACTOR'S INSURANCE REQUIREMENTS

Contractor providing goods, materials, and services for the City of Bastrop shall, during the term of the contract with City of Bastrop or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Bastrop as additional named insured as to all applicable coverage;
2. Provide for at least ten (10) days prior written notice to the City of Bastrop for cancellation, non-renewal, or material change of the insurance; and
3. Provide for a waiver of subrogation against the City of Bastrop for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Contractor's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Bastrop, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Bastrop prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance.

1. Statutory Workers Compensation insurance as required by state law.
2. Commercial General Liability minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$1,000,000 Annual Aggregate.
3. Automobile Liability with a minimum of:
 - a. \$250,000 Bodily Injury per Person Each Accident;
 - b. \$500,000 Bodily Injury Each Accident;
 - c. \$300,000 Property Damage; or
 - d. \$300,000 Combined Single Limit Each Accident.

BID PROPOSAL SHEET

Quantities listed below are estimates only. The City of Bastrop does not agree to buy a minimum or maximum quantity during the course of this contract.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
1.	New 12" reinforced 3,000 PSI ribbon curb with limestone aggregate, no fly ash, complete in place.	Less than 500 LF	<u>35</u>
		501 to 4,000 LF	<u>30</u>
		4,001 to 10,000 LF	<u>25</u>

Office of Assistant Public Works Director



To: Interested Concrete Contractor

From: Curtis Hancock, Assistant Director of Public Works

February 20, 2020

Re: Concrete IDIQ

To whom it may concern:

The City of Bastrop is committed to providing improved pedestrian and traffic safety within the Bastrop City Limits. The City is looking for the right company to augment staff by performing installation of concrete ribbon curb as needed. The contract will be for a period of one (1) year.

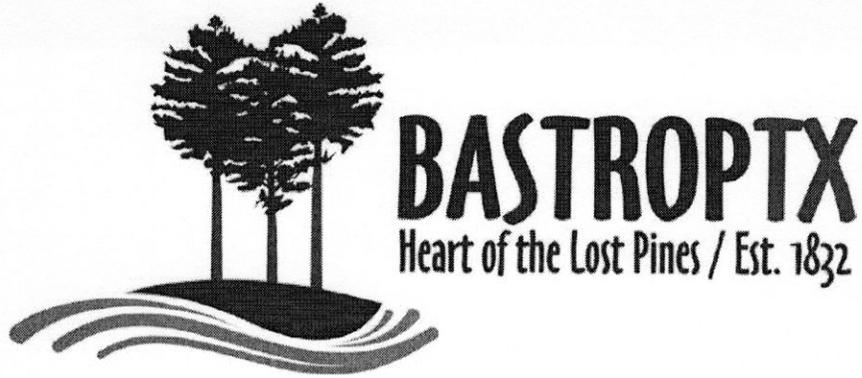
Please review "Exhibit A" to the RFP for reference.

Regards,

Curtis Hancock
Assistant Director of Public Works

CH/ha

enclosures



City of Bastrop
INVITATION TO BID

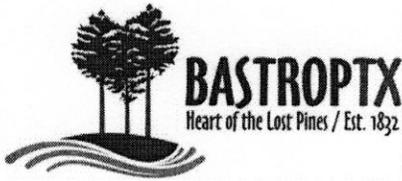
BID REFERENCE NUMBER: PW-2020-01

**PROJECT TITLE: ANNUAL PRICE AGREEMENT FOR CONCRETE
RIBBON CURBING**

BID DEADLINE AND OPENING: MARCH 9, 2020 AT 2:00 P.M.

Bidders must submit complete original Bid Packet
No bids submitted after the above deadline will be accepted.

Contact: **Curtis Hancock, Assistant Director of Public Works at
chancock@cityofbastrop.org.**



The City of Bastrop is accepting Competitive Sealed Bids for an **Annual Price Agreement for Concrete Ribbon Curbing** for a period of one (1) year.

BIDDERS MUST SUBMIT THE COMPLETE ORIGINAL BID PACKET. They will be received by the City Secretary's office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 **UNTIL 2:00 P.M. LOCAL TIME, March 9, 2020.** Thereafter, bids will be publicly opened and read aloud for products/services listed above.

Specifications, bid proposal forms and instructions to bidders are posted on **www.cityofbastrop.org** for vendors to download. The City is not responsible for any vendor's costs associated in the preparation of the bid. Also, should a vendor bid an alternate, any test costs to prove equality of product will be at the expense of the vendor, not the City of Bastrop.

Any bids received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.

Any technical questions should be directed to Curtis Hancock, Assistant Public Works Director at chancock@cityofbastrop.org.

The City of Bastrop reserves the right to reject any or all bids, in whole or part, to waive any informality in any bid, and to accept the bid which, in its discretion, in the best interest of the City of Bastrop.

BIDDERS-READ VERY IMPORTANT

***** VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

BID PACKET

You must submit every document specified in the bid packet.

PERIOD OF CONTRACT:

Contract will be for a period of one (1) year from the date of City Council approval.

GENERAL CONDITIONS:

This contract shall be for the primary purpose of providing Concrete Improvement services. However, the City of Bastrop reserves the right to purchase services from the next two lowest bidders should the primary vendor (low bidder) be unable to supply the requirements of the City. The next lowest bidder shall be called, if also unable to supply, the third lowest bidder shall be called. If none of the three lowest bidders are able to supply services as required, the City of Bastrop reserves the right to purchase services on the open market.

ORDERING:

Material and/or services furnished under this contract shall be ordered by the issuance of a purchase order by the City of Bastrop.

CANCELLATION OF CONTRACT:

The City of Bastrop may terminate this contract with a thirty (30) day written notice.

INVOICING AND INSURANCE:

Invoices and insurance will be sent to the following:

City of Bastrop Public Works Department
C/O Assistant Director of Public Works
PO Box 427
Bastrop, TX 78602

NON-APPROPRIATION FUNDS:

Non-appropriation of funds for services or purchases by the City of Bastrop shall render this contract null and void.

INSURANCE REQUIREMENTS:

Please read the City of Bastrop insurance requirements. Make sure you can meet them as listed. If you are awarded the bid, you must be able to obtain the necessary insurance within five (5) days.

QUESTIONS:

Any technical questions regarding these specifications or contract may be directed to Curtis Hancock, Assistant Public Works Director, at chancock@cityofbastrop.org on Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m.

INTENT

It is the intent of these specifications to describe the Concrete Improvements for which the City of Bastrop is requesting bids, in order to establish an annual contract. The contract awarded as a result of this Invitation to Bid shall be for a period of one (1) year from the date of the award.

- Successful bidder will be awarded a contract for one (1) year from date of Council approval.
- The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation. Continuing non-performance of the vendor in terms of following specifications shall be a basis for termination by the City of this contract.
- The City may award orders to secondary vendors in cases where contract cannot be fulfilled by the primary source receiving the award.

MINIMUM SPECIFICATIONS

The City of Bastrop is requesting bids for concrete ribbon curbing. Bids should include the complete cost for new ribbon curb construction and the complete cost for excavation, grading and sawcutting. All improvements shall meet the City of Bastrop specifications per Exhibit A. Low bidder is to supply all barricades and plates in conformance with the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

A list of projects to be completed will be provided to the contractor throughout the year. Once the list of projects is received, the Contractor will have ten (10) days to begin construction.

PERFORMANCE AND PAYMENT BONDS: The Government Code mandates that a city contracting for public work in excess of \$50,000 shall require its contractor to execute a payment bond solely for the protection of beneficiaries who supply materials or labor to the public works project and have a direct contractual relationship with the contractor.

The Government Code also mandates that a city contracting for public work in excess of \$100,000 shall require its contractor to execute a performance bond solely for the protection of the city. The performance bond protects the city in the event of a contractor default and/or termination. Both the payment and performance bonds must be written for the total contract value and should be executed by a corporate surety in accordance with the Insurance Code prior to commencement of the work.

TERMINATION CLAUSE: Either party may terminate this agreement by providing the other party thirty (30) days prior written notice to terminate.

BID PROPOSAL SHEET

Quantities listed below are estimates only. The City of Bastrop does not agree to buy a minimum or maximum quantity during the course of this contract.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
1.	New 12" reinforced 3,000 PSI ribbon curb with limestone aggregate, no fly ash, complete in place.	Less than 500 LF	<u>35</u>
		501 to 4,000 LF	<u>30</u>
		4,001 to 10,000 LF	<u>25</u>

SIGNATURE AND COMPANY INFORMATION

Company Name	304 Construction LLC
Mailing Address	1083 FM 812 suite I-9
Physical Address	" " "
City, State, Zip Code	Cedar Creek TX 78612
Phone Number	512-718-4463
Fax Number	512-581-7998
Email Address	Meuth304construction@yahoo.com
Tax ID Number	81-5107808
Signature of Authorized Agent	
Printed Name of Authorized Agent	Adam Meuth
Title	Agent
Date	3-6-20

SUBMITTAL OF BID:

REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure envelope is completely and properly identified and sealed, showing the bid number, bid due date and bid name in the lower left-hand corner. Failure to comply may result in a late bid delivery. **LATE BIDS WILL NOT BE ACCEPTED!**

Mailing Address or Hand Delivery or Delivery Service

**City of Bastrop, City Hall
City Secretary's Office
1311 Chestnut Street
PO Box 427
Bastrop, Texas 78602**

PROPERLY IDENTIFIED ENVELOPE (10" x 13" Clasp or Sealed Envelope)

(RETURN ADDRESS)

(STAMP)

**CITY OF BASTROP
CITY SECRETARY'S OFFICE
1311 CHESTNUT STREET
PO Box 427
BASTROP, TEXAS 78602**

BID NUMBER: PW-2020-01

BID DUE DATE: MARCH 9, 2020 AT 2:00 P.M.

BID NAME: ANNUAL PRICE AGREEMENT FOR CONCRETE IMPROVEMENTS

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporations, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

EXECUTION OF OFFER

It is understood by the undersigned that the right is reserved by the Bastrop City Council to reject any or all written Proposals for this service. The prices stated in response to the RFP includes the furnishings of all products. In compliance with this RFP, and subject to all of the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

Signing this Proposal with a false statement is a material breach of Contract and shall void the submitted Proposal or any resulting Contracts and the Proposer may be removed from all Proposal lists. By signature below the Proposer certifies that it has not given, offered to give nor intends to give any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor or service to anyone in connection with this Proposal.

Company Name	304 Construction LLC
Mailing Address	1083 FM 812 Suite I-9
Physical Address	" " "
City, State, Zip Code	Cedar Creek TX 78612
Phone Number	512-718-4463
Fax Number	512-581-7998
Email Address	Meuth304Construction@yahoo.com
Signature of Authorized Agent	
Printed Name of Authorized Agent	Adam Meuth
Title	Agent
Date	3-6-20

ACCOUNTS REFERENCE LISTING

All bidders should enclose an Accounts Reference Listing, having a minimum of five customers where the bidder has supplied the items listed in this bid.

Please list Company Name, Address, and Person to Contact and Phone Number

1. ~~West~~ Circuit of The Americas
Rick Abbot 860-771-3737
9201 Circuit of The Americas Blvd Austin TX
2. Bennett Paving
Brian Bennett 512-450-3186
23004 Windy Valley Rd Leander TX
3. Stern and Stern
Scott Botz 512-569-7852
301 TX-71 #108 Bastrop TX 78602
4. PGA - Austin Country Club
Goeff Hill 520-591-1714
4408 Long Champ Dr Austin TX
5. Design Drywall
Wayne Meuth - 512-940-3021
1083 FM 812 Suite A Cedar Creek TX

COMPANY NAME: 304 Construction LLC

SIGNATURE: 

PRINTED NAME: Adam Meuth

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in City of Bastrop's bid process. The City contact referenced on this Invitation to Bid will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Bastrop recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program
 Texas Building Procurement Com.
 PO Box 13047
 Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas
 Regional Certification Agency
 624 Six Flags Drive, Suite 216
 Arlington, Texas 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with your bid.

Company Name	N/A
Mailing Address	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

CHECK ALL THAT APPLY:

- Minority-Owned Business Enterprises
- Women-Owned Business Enterprises
- Disadvantaged Business Enterprises

CITY OF BASTROP

COOPERATIVE PURCHASING FORM

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes

No

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Bastrop will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Bastrop will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Bastrop will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

CITY OF BASTROP

INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City of Bastrop, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the Contractor's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all City of Bastrop Contracts. I have read the provisions and agree to the terms of these provisions.

304 Construction LLC

Company Name

[Signature]

Signature

Agent

Title

2-9-20

Date

CITY OF BASTROP INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS

Bidders are limited to those persons or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

2. BID DELIVERY

Bids must be received in the City Secretary's office prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the bidder. Late bids will be returned to the bidder unopened.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of bid documents to the City of Bastrop, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

3. BID DOCUMENTS

Review of Documents: Bidders are expected to examine all documents that make up the bid. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the bid. Bidders must use a complete bid to prepare bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bids.

Location of Documents: The Department Head or designee issues Bids. The location and phone number is specified in the advertisement and the bid.

Preparation of Bid: Each bidder must furnish the information required by the bid on the documents provided. Bids submitted on other than the forms included in the bid package may be considered non-responsive. Any attempt to alter the wording in the bid may result in rejection of the bid.

Taxes: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

Brand Name or Equal: If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Bids shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

Signature: The bidder must sign each document in the bid requiring a signature (When Applicable). If addenda are issued, the bidder must initial any physical change made to the bid.

Bid bond: If a bid bond is required for this purchase, the requirement will be reflected in the minimum specifications of the bid package. Cashier's check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the bid submitted) must be submitted at the time the bid is submitted. The bid bond company must be licensed to do business in the state of Texas.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and clearly marked proprietary at time of submittal. The City will, to the extent allowed by law, will endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Bid Preparation Costs: All costs associated with preparing a bid in response to a bid solicitation shall be borne by the bidder.

Payment Terms: All payment terms shall be "Net 30 Days" unless specified in the bid document.

Credentials: Copies of W-9, business licenses, professional certifications or other credentials, together with evidence that Bidder, if a corporation, is in good standing and qualified to conduct business in Texas must be included in the bid packet.

4. SUBMISSION OF BIDS

Unless otherwise specified, bidders are required to submit the following:

- "original" signed bid packet;
- one (1) **copy** of original bid packet;
- flash drive of completed bid packet documents

Documents Required With Bid: ALL DOCUMENTS MUST BE SUBMITTED WITH EACH BID PRIOR TO THE DUE DATE.

Addendums: Receipt of Addendums must be acknowledged by signing and returning Addendums with the bid, if requested. It is the bidder's responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available through www.cityofbastrop.org (When Applicable) and in the City Secretary's office. Failure to return any and all issued addendums, if requested may adversely affect the bidder's opportunity for award.

5. MODIFICATIONS OR WITHDRAWAL OF BIDS

Modification of Bids: Bids may be modified in writing at any time prior to the due date and time.

Withdrawal of Bids: Bids may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the bidder) at any time prior to the due date. A bid may also be withdrawn in person by a bidder, provided the withdrawal is made prior to the due date. The bidder must sign a receipt of withdrawal.

No bids may be withdrawn after the due date without forfeiture of the bid security (if required), unless there is a material error in the bid. Withdrawn bids may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing bid.

6. OPENING OF BIDS

The Public Works department representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time.

7. EVALUATION FACTORS AND AWARD

Evaluation: Bidders may furnish pricing for all or any portion of the bid (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the bid, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.

Award: The City of Bastrop shall award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. When determining the "best value", the following (example) criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. Purchase Price;
2. Reputation of the bidder and the bidder's goods/services;
3. Quality of the bidder's goods or services;
4. Extent to which the goods or services meet the municipality's needs;
5. Bidder's past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. Total long-term cost to the municipality to acquire the bidder's goods or services; and
8. Any relevant criteria specifically listed in the request for bids or proposals.

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

Acceptance of Bid: Acceptance of a bid for a one-time purchase will be in the form of a Purchase Order. Acceptance of a bid for a supply or service agreement will also be in the form of a Purchase Order. Subsequent purchase releases may be issued as appropriate. The contents of a bid shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
4. Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any bid or bid procedure (a minor informality is one that does not affect the competitiveness of the bidder);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalance unit bid prices;
8. Reject or cancel any or all bids;
9. Reissue a bid; and/or
10. Procure any item by other means.

8. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

Certificates of Insurance: When insurance is required, the bidder must provide certificates of insurance in the amounts and for the coverage required to the Public Works Department within five (5) business days after notification of intent to award, or as otherwise required by the bid specifications.

Payment, Performance, and Maintenance Bonds: If payment, performance, and/or maintenance bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award, or as otherwise required by the bid specifications.

9. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria and compliance with bid requirements.

10. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

**CITY OF BASTROP
STANDARD TERMS AND CONDITIONS**

1. **INSTRUCTIONS:** READ THIS DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

Standard Terms and Conditions apply to all advertised bids; however, these may be superseded, whole or in part, by the **Instructions to Bidders** or data contained herein.

***** VENDOR TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

2. SHOULD YOU CHOOSE NOT TO BID, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. **These Standard Terms and Conditions apply to any procurement of product or services.**
4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. **SPLIT-AWARDS:** The City of Bastrop reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire bid.
6. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.
7. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.
8. **PAYMENT TERMS:** All Payment terms shall be net 30, and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Bid/Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
10. **DELIVERY PROMISE-PENALTIES:** Bids MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
12. **CORRESPONDENCE:** The bid number must appear on ALL correspondence, inquiries, etc., pertaining to the bid/quotation.

13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City Harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
14. **EVALUATION:** Response to specification is primary in determining the Lowest Responsible Bid.
15. **FUNDING:** The City of Bastrop is a home-rule, municipal, government operated and funded on October 1st to September 30th fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available
16. **ASSIGNMENT:** The successful bidder shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City.
17. **AUDIT:** The City of Bastrop reserves the right to audit the records, as it pertains to this bid, and performance of the successful bidder during the term of the contract and for three years after the contract is completed.
18. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as required by State Law.
19. **PROTEST:** All protests regarding the bid solicitation process must be submitted in writing to the Department Head or designee listed in this document within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the bidding process.
 - This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
 - Failure to Protest within the time allotted shall constitute a waiver of any protest.
20. **BID SUMMARY SHEET:** Bidders desiring a copy of the bid summary/tabulation may request same by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Bastrop Public Works Department (512) 332-8920.
21. **LATE BIDS:** Bids received in the City Secretary's office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Bastrop is not responsible for lateness of mail, carrier, etc.
22. **ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
23. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, or facsimile bids will be considered.
24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Bastrop in writing.
25. **ADDENDUMS:** Any interpretations, corrections, or changes to this Bid and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of Bastrop. Addendum will be sent to all who are known to have received a copy of the Invitation to Bid. Bidders shall acknowledge receipt of all addendums by signing and returning in bid packet (if requested).
26. **CONTRACTOR SHALL,** release, defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend City against all such claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify city, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to

do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

27. **TERMINATION FOR DEFAULT:** The City of Bastrop reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award bid to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.
28. **TESTING:** City of Bastrop reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
29. **REMEDIES:** The successful bidder and City of Bastrop agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bastrop County, Texas.
31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
32. **NO BIDS:** If bidder does not wish to bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at the same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive request for bids/quotes, bidder shall be removed from bid list. If, however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City of Bastrop is very conscious and extremely appreciative of the time and effort you have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request, which may have influenced your decision to "NO BID".
33. **F.O.B/DAMAGE:** Bids shall be F.O.B. inside Delivery, Municipal Facility, Bastrop, Texas, and shall include all delivery and packaging costs. The City of Bastrop assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
34. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. **However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.**

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Bastrop purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and, according to state law, all bids received will be available for inspection at that time.
35. **TERMS:** The terms and conditions of the bid will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low bid.
36. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City Of Bastrop to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and the burden of proof of

such stature rests with offerors. City of Bastrop shall act as sole judge in determining equality and acceptability of products offered.

37. **RIGHT OF INSPECTIONS:** City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
38. **CONTRACT RENEWALS:** Renewals may be made **ONLY** by written agreement between the City of Bastrop and the offeror.
39. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Bastrop until the City actually receives and takes possession of the goods at the point (s) of delivery, after inspection and acceptance of goods.
40. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Bastrop Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
41. **TARGET Bastrop:** In performing this contract, Contractors agrees to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality, and price.
42. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
43. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
44. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

45. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. The City of Bastrop may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
46. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-resident Bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
47. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor's bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

NO BID SHEET

**FOR
PW-2020-01**

If your firm has chosen **not** to submit a bid for this procurement, please complete this form and submit to:

**City of Bastrop
City Secretary
1311 Chestnut Street
PO Box 427
Bastrop, TX 78602**

N/A

Please check the items that apply:

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the City.
- Other reason. _____

Company Name:

Authorized Officer or Agent Signature:

Telephone: (_____) _____ Fax Number: (_____) _____

INSURANCE COVERAGE REQUIRED

SECTION A. The awarded vendor shall furnish a completed Insurance Certificate to the City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.**

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

SECTION C. Subject to the Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City of Bastrop, in the following type(s) and amount(s):

1. Worker' Compensation

- (a) Statutory Limits:
- (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than \$100,000 for each accident.

2. General Liability

- (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
- (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

3. Auto Liability

- (a) Bodily injury - \$500,000
- (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Public Works office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of Bastrop shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

**BIDDERS-READ CAREFULLY THE
FOLLOWING PAGES**

VENDORS-PLEASE READ AND COMPLETE THE FOLLOWING.

**IF MORE INFORMATION IS NEEDED, PLEASE CALL
(512) 332-8920.**

WHAT IS A “CONFLICTS DISCLOSURE STATEMENT” AND DO I HAVE TO FILE ONE?

What is H.B. 914?

Effective January 1, 2006, H.B. 914 requires any vendor that wishes to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The conflict of interest questionnaire (FORM CIQ) is available online at www.ethics.state.tx.us.

What vendors are subject to H.B. 914?

- Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; and
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.

Does this include a person who buys city property?

The bill appears to apply to all persons or businesses who conduct business with a city, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

With whom should the statement be filed?

The statement will be filed with the City of Bastrop City Secretary’s Office, 1311 Chestnut Street, Bastrop, TX. 78602

Who must file a “conflict of interest questionnaire”?

Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a city (including submitting a bid on a city contract) must file a questionnaire.

To what type of contracts does the bill apply?

As written, the bill appears to apply to any purchase or sale made by the city. When must a vendor file the conflict of interest questionnaire? A person who wishes to conduct business with a city must file a questionnaire no later than seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

304 Construction

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

City of Bastrop
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

[Signature]
Signature of person doing business with the governmental entity

3-6-20
Date

Adopted 06/29/2007

THIS INFORMATION PERTAINS TO A FORM THAT ONLY HAS TO BE
COMPLETED BY THE VENDOR THAT IS AWARDED A CONTRACT

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

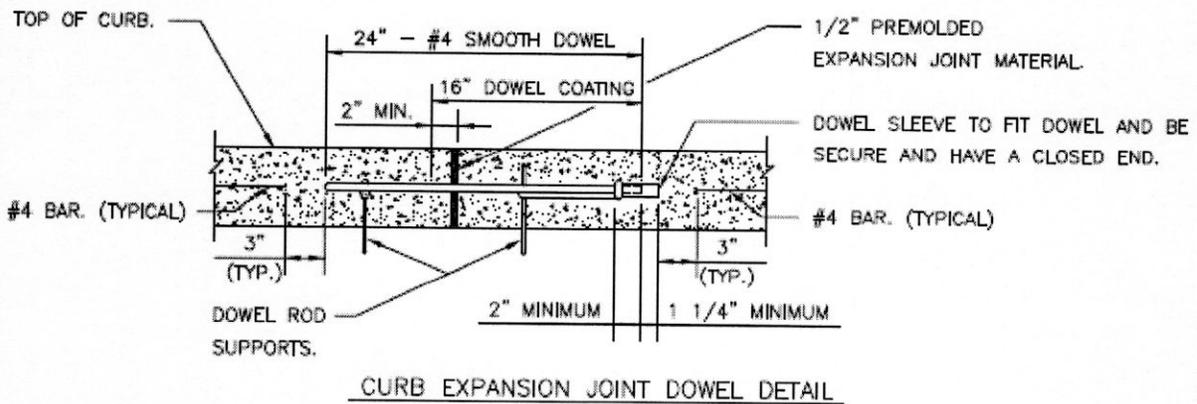
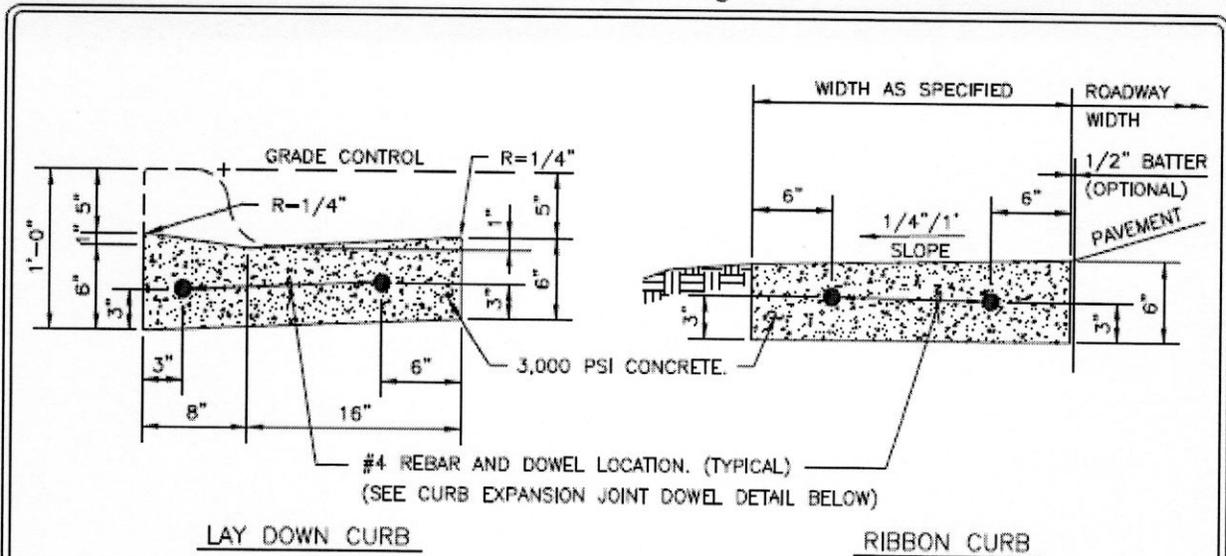
(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection

(c) of this section.

ONLY VENDORS THAT HAVE BEEN AWARDED A CONTRACT HAVE TO COMPLETE THIS FORM.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
		1 of 1	
Complete Nos. 1, 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5 and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Submitting Vendor Company Name and Address		CERTIFICATION OF FILING Certificate Number: This # is issued once the form has been electronically filed Date Filed:	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Bastrop County		Date Acknowledged:	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. REFUND NUMBER:			
SAMPLE FORM - DO NOT COMPLETE			
4			
Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Authorized Person at Vendor		Check	
		Controlling	
5 Check only if there is NO interested party. <input type="checkbox"/>			
6 AFFIDAVIT			
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
Have the completed form Notarized here			
		_____ Signature of authorized agent of contracting business entity	
AFFIX NOTARIAL STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____ this the _____ day of _____			
20 _____ to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
		_____ Title of officer administering oath	



NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'-0".
3. EXPANSION JOINTS AS PER STANDARD ASTM D-1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 40'-0" FOR ALL CURBS AND CONSTRUCTION METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MINIMUM OF 18" BEHIND BACK OF CURB. TOTAL DEPTH OF FLEXIBLE BASE UNDER AND BEHIND CURB SHALL BE: (TOTAL DEPTH OF FLEXIBLE BASE) LESS (6-INCHES).
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDANT OF THE CONSTRUCTION METHODS USED.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS APPROVED	<h1>CITY OF BASTROP</h1>	DRAWING NO: ST-04
MAY 24, 2011 DATE	LAYDOWN AND RIBBON CURB DETAIL (WITH CURB EXPANSION JOINT DOWEL DETAIL)	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL.		

PW-2020-1 CONCRETE RIBBON CURBING - 3/9/2020 @ 2:00 P.M.

Submitting Company:	Original, copy & flash drive	Signatures & Vendor Info (Pages 7, 9, 10, 11 [if applicable 13, 14, 24], 15)	Bid Proposal Sheet (page 6)	References - Minimum of 3 (page 12)	Conflict of Interest Form (CIQ Form) (Page 29)
Myers Concrete Construction, LP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
304 Construction	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed By:  **DAVID SUAREZ**

Witnessed By:  **Heather Ambrose**

Pricing Proposal	Less than 500 LF	501 - 4,000 LF	4,001 - 10,000 LF
Myers Concrete Construction, LP *	\$ 35.10	\$ 22.80	\$ 19.10
304 Construction	\$ 35.00	\$ 30.00	\$ 25.00

* While pricing overall was lowest, the bidder failed to include 2 copies of the proposal and the electronic copy.



STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 9E

TITLE:

Consider action to approve Resolution No. R-2020-33 of the City Council of the City of Bastrop, Texas authorizing a Release of Public Utility Easement for approximately 18 feet of a 15-foot wide Public Utility Easement dedicated with The Compound Resubdivision No. 2, located at 1405 Willow Street, also known as the LCRA Riverside Conference Center, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

BACKGROUND/HISTORY:

The applicant is requesting the partial vacation of a 15-foot wide Public Utility Easement located at 1405 Willow Street, which is the current location of the Lower Colorado River Authority Riverside Conference Center. The existing building on the site is built over 16 feet of the Public Utility Easement. The applicant is requesting that the portion of the easement that the building is occupying, plus two feet, be vacated. The applicant has provided letters from telecommunication companies, AT&T, CenterPoint, and Spectrum, which state they have no objection to releasing this part of the easement. Once the Bastrop Water and Wastewater Department and Bastrop Power & Light have confirmed no utilities are in place, the City will provide authorization as well.

POLICY EXPLANATION:

Historically, a Release of Easement has been reviewed and approved by Council.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-33 of the City Council of the City of Bastrop, Texas authorizing a Release of Public Utility Easement for approximately 18 feet of a 15-foot wide Public Utility Easement dedicated with The Compound Resubdivision No. 2, located at 1405 Willow Street, also known as the LCRA Riverside Conference Center, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A – Release of Easement Agreement
- Attachment 1 – Applicant Request for Partial PUE Release
- Attachment 2 – Release from Telecommunication Companies

RESOLUTION NO. R-2020-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING A RELEASE OF PUBLIC UTILITY EASEMENT FOR APPROXIMATELY 18 FEET OF A 15-FOOT WIDE PUBLIC UTILITY EASEMENT DEDICATED WITH THE COMPOUND RESUBDIVISION NO. 2, LOCATED AT 1405 WILLOW STREET, ALSO KNOWN AS THE LCRA RIVERSIDE CONFERENCE CENTER, AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop acquires Public Utility Easements with subdivision plats;
and

WHEREAS, some established Public Utility Easements are no longer needed by municipal or private utility companies; and

WHEREAS, the City of Bastrop has received statements of No Objections for the partial release of the easement shown in Exhibit A from non-municipal utilities; and

WHEREAS, the City of Bastrop will approve the partial release after the Water and Wastewater Department and Bastrop Power & Light verifies that no water, wastewater or electric infrastructure is present in the area shown in Exhibit A.

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

Section 1. The City Manager is hereby authorized to execute a Release of Easement for approximately 18 feet of a 15-foot wide Public Utility Easement dedicated with The Compound Resubdivision No. 2, located at 1405 Willow Street, also known as the LCRA Riverside Conference Center, as attached as Exhibit A, as well as all other necessary documents.

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, Texas this 24th day of March 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RELEASE OF PUBLIC UTILITY EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP

§

§

This Agreement (this “Agreement”) is made on the 24th day of March, 2020, at Bastrop, Texas, between the City of Bastrop, a Texas home-rule municipal corporation, whose address is P.O. Box 427 Bastrop, Texas 78602, Attn: Bastrop City Secretary (herein referred to as “the City”) and the Lower Colorado River Authority, represented by Rory Dismuke, Senior Vice President, (hereinafter referred to as the “Property Owners”).

1. For the good and valuable consideration described in Paragraph 2 below, the City has ABANDONED, RELEASED, and DISCHARGED and hereby does RELEASE, ABANDON, and DISCHARGE and forever QUITCLAIM to the Property Owners, its successors and assigns, any interest the City may have in that certain real property, located in Bastrop County, Texas, described as follows:

Being a part of The Compound Resubdivision No. 2, Lot 1, in the City of Bastrop, Bastrop County, Texas, recorded in Plat Cabinet 2, Page 375, Bastrop County Deed Records and the easement location being shown in **Exhibit A** attached hereto and made a part hereof for all purposes (herein referred to sometimes as the “Property”).

2. This Release of the Public Utility Easement and the rights and privileges herein conveyed are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to the City in hand paid by the Property Owners, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. This Release of the Public Utility Easement is given specifically to abandon, release, and discharge the Public Utility Easement and dedication granted by the Joyce D. Gay and George P. Mitchell on April 21, 1994 and filed on April 5, 1994 by the County Clerk of Bastrop County, Texas.
4. This Release of Public Utility Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
5. The terms of this Release of Public Utility Easement shall be binding upon the City, and the City’s heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Property Owners and any successors or assigns of the Property Owners; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the City has caused this instrument to be executed on this _____ day of _____, 2020.

THE CITY OF BASTROP:

By: _____
Trey Job
Acting City Manager

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the _____ day of _____, 2020, by _____, the _____ and the duly authorized representative of the City of Bastrop.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Bastrop City Secretary
P.O. Box 427
Bastrop, Texas 78602



March 18, 2020

City of Bastrop
Attn: Planning Department, Jennifer Bills
1311 Chestnut Street
Bastrop, TX 78602

RE: Riverside/Crocheron property in Bastrop, Texas, 1405 Willow Street

Dear Ms. Bills:

The Lower Colorado River Authority (LCRA) is requesting the partial release of a 15-foot public utility easement (PUE) at our Riverside Conference Center property. In 1994, LCRA acquired the above referenced property and later constructed the Texas Building, shown as building "E" on the attached survey. Building E encroaches approximately 16 feet into the PUE.

LCRA is requesting a partial release of this approximate 16-foot area of the PUE together with an additional 2-foot area extending outside the building. A survey of the area to be released is currently being prepared by LCRA's surveyor and will be available shortly.

LCRA is seeking this easement release to remove a title exception in reference to the 15-foot public utility easement and Building E. No other properties are served by the easement we are proposing to release. We are not aware of any drainage or utilities in this portion of the easement to be released.

We appreciate your consideration of this request. If you need more details or have any questions, please contact Ben Hayes at 512-578-4409 or 800-776-5272, ext. 4409.

Sincerely,

A handwritten signature in black ink that reads "Rory Dismuke". The signature is written in a cursive style and is located to the left of the printed name.



Rory Dismuke,
Senior Vice President, Enterprise Operations
Lower Colorado River Authority



Utility Providers' Release

I, THE UNDERSIGNED, (Utility/Owner/Director) in the City of Bastrop, certify that I have carefully considered the Application to Release a Utility Easement or License to Encroach from the standpoint of present and future needs of the Utility/City of Bastrop with respect to utilities, and I see no objection to the requested release of the Public Utility Easement or License to Encroach.

Property Address or Legal Description: 1405 Willow Street, Bastrop, TX

If served by City of Bastrop:

Signed: _____
Authorized Agent for Public Works

Signed: _____
Authorized Agent for Bastrop Power and Light

If served by other providers:

Signed: _____
Authorized Agent for Aqua Water Supply Corp.

Signed: _____
Authorized Agent for Bluebonnet Electric

Signed: _____
Authorized Agent for Bastrop County WCID #2

If these providers are in the area:

Signed: _____
Authorized Agent for Centerpoint Energy

Signed: Chris Cowen
Authorized Agent for AT&T

Signed: _____
Authorized Agent for Time Warner Cable / Spectrum



Utility Providers' Release

I, THE UNDERSIGNED, (Utility/Owner/Director) in the City of Bastrop, certify that I have carefully considered the Application to Release a Utility Easement or License to Encroach from the standpoint of present and future needs of the Utility/City of Bastrop with respect to utilities, and I see no objection to the requested release of the Public Utility Easement or License to Encroach.

Property Address or Legal Description: 1405 Willow St., Bastrop, TX 78602

If served by City of Bastrop:

Signed: _____
Authorized Agent for Public Works

Signed: _____
Authorized Agent for Bastrop Power and Light

If served by other providers:

Signed: _____
Authorized Agent for Aqua Water Supply Corp.

Signed: _____
Authorized Agent for Bluebonnet Electric

Signed: _____
Authorized Agent for Bastrop County WCID #2

If these providers are in the area:

Signed: [Signature] SENIOR RIGHT OF WAY AGENT
Authorized Agent for Centerpoint Energy
DUSTIN SHAGMAN

Signed: _____
Authorized Agent for AT&T

Signed: _____
Authorized Agent for Time Warner Cable / Spectrum



Utility Providers' Release

I, THE UNDERSIGNED, (Utility/Owner/Director) in the City of Bastrop, certify that I have carefully considered the Application to Release a Utility Easement or License to Encroach from the standpoint of present and future needs of the Utility/City of Bastrop with respect to utilities, and I see no objection to the requested release of the Public Utility Easement or License to Encroach.

Property Address or Legal Description: 1405 Willow Street, Bastrop, Texas 78602

If served by City of Bastrop:

Signed: _____
Authorized Agent for Public Works

Signed: _____
Authorized Agent for Bastrop Power and Light

If served by other providers:

Signed: _____
Authorized Agent for Aqua Water Supply Corp.

Signed: _____
Authorized Agent for Bluebonnet Electric

Signed: _____
Authorized Agent for Bastrop County WCID #2

If these providers are in the area:

Signed: _____
Authorized Agent for Centerpoint Energy

Signed: _____
Authorized Agent for AT&T

Signed:  _____
Ryan Lovelace
Construction Coordinator
Authorized Agent for Time Warner Cable / Spectrum

LCRA PUE Release

Consider action to approve Resolution No. R-2020-xx of the City Council of the City of Bastrop, Texas authorizing a Release of Public Utility Easement for approximately 18 feet of a 15-foot wide Public Utility Easement dedicated with The Compound Resubdivision No. 2, located at 1405 Willow Street, also known as the LCRA Riverside Conference Center, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.



Request

- Release 18 feet of a 15-foot wide Public Utility Easement
- LCRA Riverside Conference Center Building E is built over 16 feet
- AT&T, Spectrum, and CenterPoint Energy have no objection
- City will complete locates for water, wastewater and electric facilities before releasing





STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 10A

TITLE:

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

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager





STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 10B

TITLE:

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

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager





STAFF REPORT

MEETING DATE: March 24, 2020

AGENDA ITEM: 11

TITLE:

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

STAFF REPRESENTATIVE:

Trey Job, Acting City Manager

