

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



January 23, 2024

AMENDED - Regular City Council Meeting at 6:30 PM

Amended Items qD and qF; and added items qH and qI

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

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

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE** - Ashley Compian and Noah Martinez, Cedar Creek Middle School Student Council

TEXAS PLEDGE OF ALLEGIANCE - *Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*
3. **INVOCATION** - Hardy Overton, Police Chaplain
4. **PRESENTATIONS**
 - 4A. Mayor's Report

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

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

[4D.](#) Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of February, 2024 as Black History Month.

Submitted by: Ann Franklin, City Secretary

5. WORK SESSIONS/BRIEFINGS

5A. Presentation by the Capital Area Metro Planning Organization regarding the Loop 150 Corridor Study.

Presented by: CAMPO

6. STAFF AND BOARD REPORTS

[6A.](#) Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2023.

Submitted by: Edi McIlwain, Chief Financial Officer and Laura Allen, Assistant Finance Director

[6B.](#) Receive presentation of the Strategic Budget Planning Calendar for Fiscal Year 2024-2025.

Submitted by: Laura Allen, Assistant Finance Director

[6C.](#) Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2023.

Submitted by: Laura Allen, Assistant Finance Director

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform at least two hours before the meeting starts on the requested date. Comments submitted by this time will be given to the City Council during the meeting and included in the public record, but not read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

8. CONSENT AGENDA

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

[8A.](#) Consider action to approve City Council minutes from the January 9, 2024, Regular meeting.

Submitted by: Ann Franklin, City Secretary

[8B.](#) Consider action to approve Resolution No. R-2024-11 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 4, 2024, General Election for Bastrop, Texas; and providing an effective date.

Submitted by: Ann Franklin, City Secretary

[8C.](#) Consider action to approve Resolution No. R-2024-12 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 4, 2024, General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

Submitted by: Ann Franklin, City Secretary

[8D.](#) Consider Action to Approve Resolution No. R-2024-10 of the City Council of The City of Bastrop on City Staff's Recommendation Regarding the Bids Received for the Bastrop Power & Light Project No. 001, Regarding the 12.47 KV Overhead Electrical Distribution Line Improvements from the 2014-2019 System Study Projects 5 And 11, Providing for a Repealing Clause, and Establishing an Effective Date.

Submitted by: Gregory S. McCaffery, P.E., CFM, Assistant Director of Engineering and Capital Project Management

9. ITEMS FOR INDIVIDUAL CONSIDERATION

[9A.](#) Hold public hearing and consider action to approve the first reading of Ordinance No. 2024-01, of the Bastrop City Council of the City of Bastrop, Texas, approving the Zoning Concept Scheme from P4 Mix to P-CS Civic Space for the area described as 1.08 +/- acres of land out of the Farm Lot 67 east of Main Street located at the northeast corner of State Highway 95 and Farm Street, within the city limits of Bastrop, Texas and move to include on the February 13, 2024 Regular Agenda for second reading.

Submitted by: Kennedy Higgins – Planner, Development Services

9B. Consider action to approve Resolution R-2024-09 of the City Council of the City of Bastrop, Texas, approving the City of Bastrop, Texas Library User Responsibility and Conduct Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Bonnie Pierson, Library Director

9C. Consider action to approve Resolution No. R-2024-13 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gary Moss, to the Historic Landmark Commission Place 5, as representative of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

9D. Consider action to approve Resolution No. R-2024-14 of the City Council of the City of Bastrop, Texas appointing Lyle Nelson and Krystal Grimes as the City's liaisons to the newly created Bastrop County Public Health Department Task Force, as authorized by Section 3.01 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

9E. Consider and act to amend the Hotel Occupancy Tax fund budget by increasing it by an amount not to exceed \$225,000 to cover emergency repair expenses to the Visitor Center and Museum located at 904 Main, Bastrop, Texas.

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

9F. Consider action to approve Resolution No. R-2024-15, of the City Council of the City of Bastrop, Texas, authorizing execution of a Master Agreement between Aqua Water Supply Corporation, and the City of Bastrop, regarding consent to transfer portions of its certificated retail water service area to the City; providing for severability; providing for repeal; and providing an effective date.

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

9G. Consider and act to accept \$1,200 from St. David's Hospital to the City of Bastrop for the creation of a mural in Delgado Park honoring Minerva Delgado.

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

9H. Consider action to approve Resolution No. R-2024-16 of the City Council of the City of Bastrop, Texas, approving an interlocal agreement with the City of Hurst for the purchase of various goods and services; authorizing the negotiation and execution of all necessary documents; providing for repeal; and providing an effective date.

Submitted by: Andres Rosales, Interim Assistant City Manager

9I. Consider action to authorize the City Manager to negotiate and execute a contract with Holbrook Asphalt Company in the amount not to exceed \$1,300,000.00 for the purchase of high-density mineral bond seal ("HA5") treatment for asphalt pavement and traffic control through use of the City of Hurst Interlocal Purchasing Agreement.

Submitted by: Andres Rosales, Interim Assistant City Manager

10. EXECUTIVE SESSION

10A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding possible real estate acquisitions related to the African American Cultural Center and Freedom Colonies Museum.

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

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: **Friday, January 19, 2024, at 4:00 p.m.** and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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- (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: January 23, 2024

TITLE:

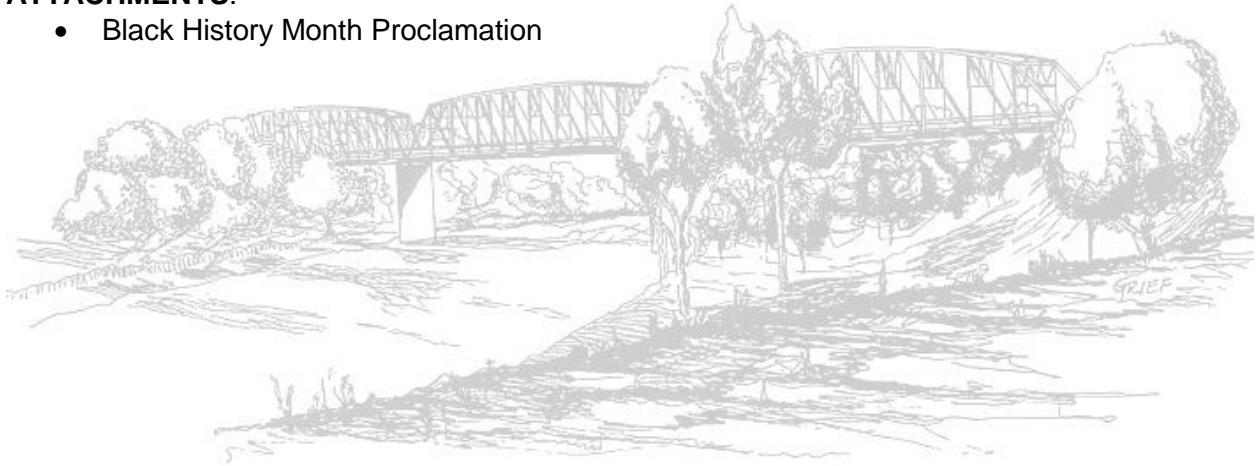
Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of February, 2024 as Black History Month.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

ATTACHMENTS:

- Black History Month Proclamation





PROCLAMATION



WHEREAS, The origins of Black History Month can be traced to the scholar Dr. Carter G. Woodson, who created the Association for the Study of African American Life and History in 1915, because African-Americans have played a central role in our nation's history, but for too long, historians ignored or glossed over their contributions and the injustices they have suffered; and

WHEREAS, in 1926, Dr. Woodson also known as "Father of Black History" conceived a yearly celebration to help rectify the omission of African-Americans from history books, and was made official by Presidential designation in 1976; and

WHEREAS, Today, the observance of Black History Month throughout the United States stands as testament to the success of Woodson's project and an example of how we can work together to make the teaching of history more honest; and

WHEREAS, the theme of 2024 Black History Month is "**African Americans and the Arts**"; and

WHEREAS, African Americans have served in all of America's wars, from the American Revolution to present day. For example, during World War II, more than 2.5 million black men registered for the draft and experienced discrimination and segregation, yet served in every branch of the armed forces: 167,000 served in the Navy with the first thirteen African-American naval officers commissioned in 1944; 17,000 served in the Marine Corps with the first African American commissioned in 1945; 5,000 served in the Coast Guard with the first African-American commissioned in 1943; and 909,000 served in the Army; and

WHEREAS, More than 12,000 black men who served in the segregated [92nd Division](#) received citations or were decorated for "extraordinary heroism" on the battlefield. Perhaps more famously, the [Tuskegee Airmen](#) also became legendary for their heroic feats, and in total received a Distinguished Unit Citation, several silver stars, 150 distinguished flying crosses, fourteen bronze stars, and 744 air medals; and

WHEREAS, World War II was a watershed for race relations within the Armed Forces, and it marked the beginning of the end for racial separation within Military units. In 1948 with the demand for civil rights mounting, President Harry S. Truman ordered desegregation of the Armed Services and equality of treatment and opportunity without regard to race, color, religion or national origin; and

WHEREAS, reform was slow and it was not until 1953 that segregation officially ended when the Secretary of Defense announced that the last all-black unit has been abolished; and

WHEREAS, forty years after military segregation ended, the Chairman of the Joint Chiefs of Staff, the highest military position in the Department of Defense, oversaw Operational Desert Storm in Iraq. He was an African-American named Colin L. Powell; and

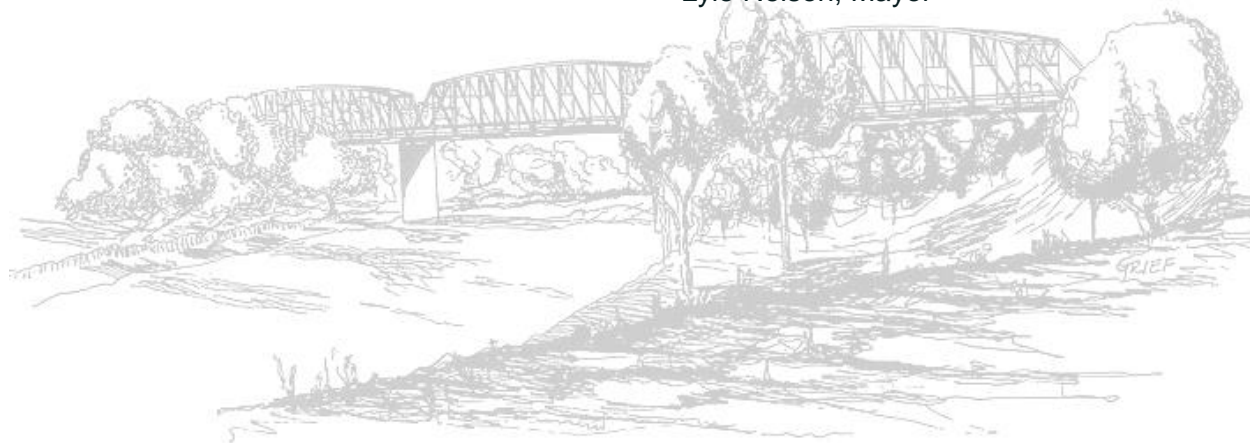
NOW, THEREFORE, I, Lyle Nelson, Mayor of the City of Bastrop, do hereby recognize the month of February 2024 as:

Black History Month

And, along with the members of City Council, encourage all residents, business owners, schools, churches, and visitors to join the City of Bastrop in celebrating Black History Month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 23rd day of January, 2024.

Lyle Nelson, Mayor





STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2023.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Senior Accountant

BACKGROUND/HISTORY:

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

REVENUE

General Fund exceeded the forecast by 10.3%

- Sales tax is 2.1% above forecast.

Impact Fee Fund is now running 25.7% below forecast due to delays in receiving anticipated fees.

All other funds are positive to forecast.

EXPENDITURES

All funds are positive to forecast amounts.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2023-123 on August 22, 2023.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending September 30, 2023

CITY OF BASTROP

Comprehensive Monthly Financial Report September 2023



Performance at a Glance as of September 30, 2023



	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY		
ALL FUNDS SUMMARY	POSITIVE	Page 3-4
SALES TAXES	POSITIVE	Page 5
PROPERTY TAXES	POSITIVE	Page 6
GENERAL FUND EXPENSE BY DEPARTMENT	POSITIVE	Page 7
WATER/WASTEWATER REVENUES	POSITIVE	Page 8
WATER/WASTEWATER EXPENDITURES BY DIVISION	POSITIVE	Page 9
ELECTRIC REVENUES	POSITIVE	Page 10
HOTEL OCCUPANCY TAX REVENUES	POSITIVE	Page 11
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION	POSITIVE	Page 12
LEGAL FEES BY ATTORNEY/CATEGORY	POSITIVE	Page 13
PERFORMANCE INDICATORS		
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends	
WARNING	= Negative variance of 1-5% compared to seasonal trends	
NEGATIVE	= Negative variance of >5% compared to seasonal trends	

COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2023

	<u>FY2023</u> <u>Approved Budget</u>	<u>FY2023</u> <u>Forecast YTD</u>	<u>FY2023</u> <u>Actual YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 17,402,608	\$ 17,402,608	\$ 20,108,456	15.5%
Designated	63,200	63,200	116,813	84.8%
General Fund One-time	382,395	382,395	392,690	2.7%
Street Maintenance	803,500	803,500	872,878	8.6%
Debt Service	3,870,175	3,870,175	3,863,203	-0.2%
General Gov's Projects	3,052,000	376,081	376,081	0.0%
Land Acquisition	-	-	1,689,484	0.0%
Water/Wastewater	8,157,892	8,157,892	8,274,504	1.4%
Water/Wastewater Debt	3,665,227	3,665,227	3,718,521	1.5%
Water/Wastewater Capital Proj	885,100	885,100	909,490	2.8%
Impact Fees	3,330,450	3,330,450	2,472,984	-25.7%
Vehicle & Equipment Replacement	1,435,490	1,435,490	1,621,520	13.0%
Electric	7,959,241	7,959,241	8,872,600	11.5%
HOT Tax Fund	3,534,554	3,534,554	3,454,171	-2.3%
Library Board	20,750	16,460	16,460	0.0%
Cemetery	184,700	184,700	177,938	-3.7%
Capital Bond Projects	41,275,497	41,275,497	41,275,497	0.0%
Grant Fund	4,665,330	873,223	873,223	0.0%
Park/Trail Land Dedicaiton	1,465	1,465 #	1,738	18.6%
Hunter's Crossing PID	575,879	575,553	584,451	1.5%
Bastrop EDC	4,213,909	4,213,909	5,189,134	23.1%
TOTAL REVENUES	\$ 105,479,362	\$ 99,006,720	\$ 104,861,835	5.9%

POSITIVE
WARNING
NEGATIVE

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

COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2023

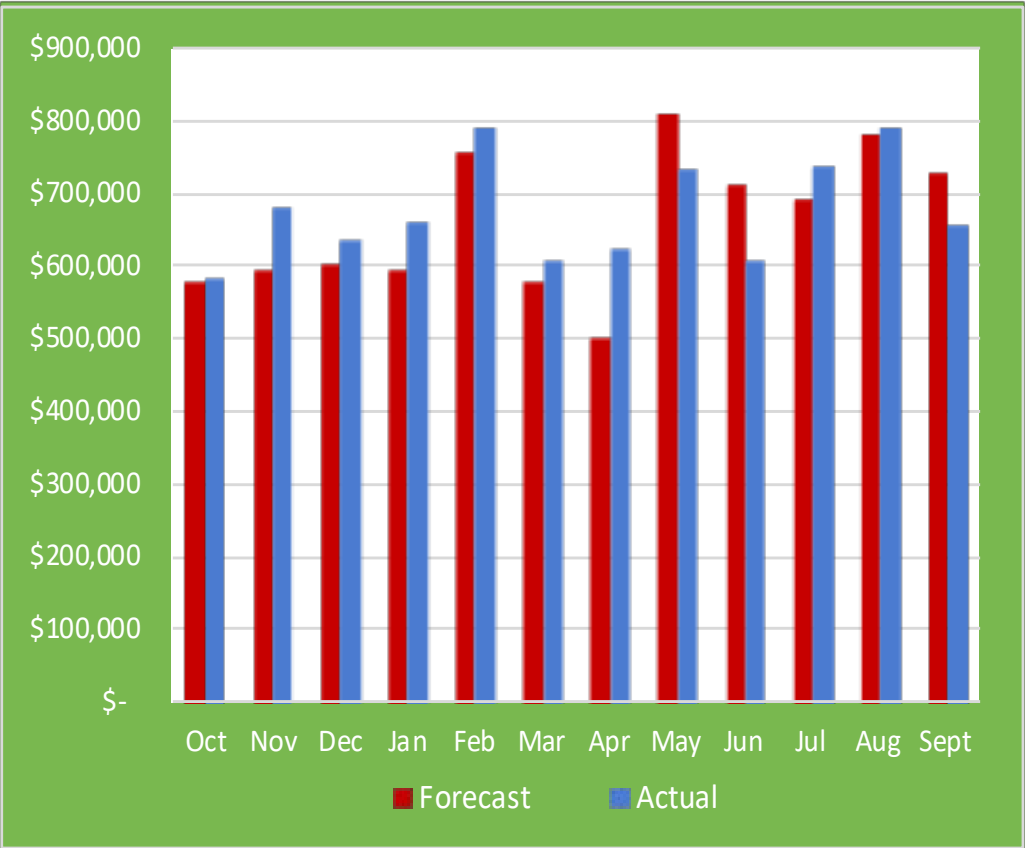
	<u>FY2023</u> <u>Approved Budget</u>	<u>FY2023</u> <u>Forecast YTD</u>	<u>FY2023</u> <u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 20,458,410	\$ 20,458,410	\$ 19,232,283	-6.0%
Designated	323,780	83,496	83,496	0.0%
General Fund One-time	456,200	225,971	225,971	0.0%
Street Maintenance	807,927	104,200	104,200	0.0%
Debt Service	3,850,699	3,850,699	3,712,402	-3.6%
General Gov't Projects	3,152,000	328,509	328,509	0.0%
Water/Wastewater	8,869,425	8,869,425	8,935,540	0.7%
Water/Wastewater Debt	4,457,069	4,457,069	4,458,676	0.0%
Water/Wastewater Capital Proj.	1,287,631	615,741	615,741	0.0%
Revenue Bond, Series 2020	1,064,992	421,619	421,619	0.0%
CO, Series 2021	20,450,575	18,726,993	18,726,993	0.0%
CO, Series 2023	25,600,000	20,023,845	20,023,845	0.0%
Impact Fees	7,884,300	1,845,899	1,845,899	0.0%
Vehicle & Equipment Replacement	1,678,763	1,678,763	1,492,671	-11.1%
Electric	8,325,435	8,325,435	8,161,808	-2.0%
HOT Tax Fund	4,604,552	4,604,552	4,125,012	-10.4%
Library Board	49,000	49,000	41,850	-14.6%
Cemetery	267,901	267,901	171,113	-36.1%
Hunter's Crossing PID	584,405	584,405	561,237	-4.0%
CO, Series 2013	210,791	146,125	146,125	0.0%
CO, Series 2018	461,631	40,000	39,171	-2.1%
Limited Tax Note, Series 2020	189,948	189,948	210,695	0.0%
America Rescue Plan	2,156,205	-	-	0.0%
CO, Series 2022	3,599,999	1,583,587	1,583,587	0.0%
CO, Series 2023	13,107,779	108,000	106,997	-0.9%
Grant Fund	4,665,330	1,361,323	1,361,323	0.0%
Bastrop EDC	9,409,248	9,409,248	1,903,636	-79.8%
TOTAL EXPENSES	\$ 147,973,995	\$ 108,360,162	\$ 98,620,401	-9.0%

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

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 574,991	\$ 580,268	\$ 5,277
Nov	591,072	675,521	\$ 84,449
Dec	600,053	632,136	\$ 32,083
Jan	592,432	655,945	\$ 63,513
Feb	755,152	787,504	\$ 32,352
Mar	574,974	604,626	\$ 29,652
Apr	500,630	620,519	\$ 119,889
May	805,119	727,135	\$ (77,984)
Jun	707,365	603,389	\$ (103,976)
Jul	688,127	734,931	\$ 46,804
Aug	778,750	784,348	\$ 5,598
Sept	724,050	652,040	\$ (72,010)
Total	\$ 7,892,715	\$ 8,058,362	\$ 165,647
Cumulative Forecast	\$ 7,892,715		
Actual to Forecast	\$ 165,647	2.1%	

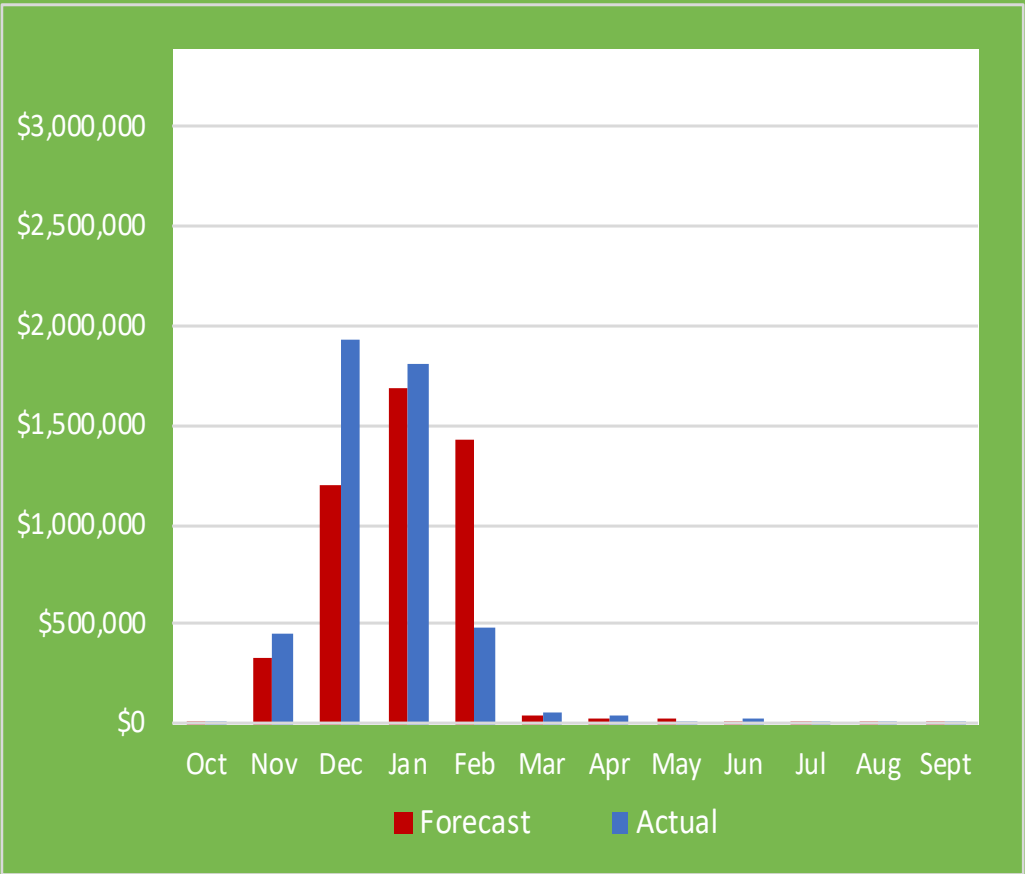


POSITIVE

Sales Tax is 46% 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 year end actual is 2.1% greater than forecasted.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 10,451	\$ 13,108	\$ 2,657
Nov	334,933	453,349	\$ 118,416
Dec	1,196,190	1,924,618	\$ 728,428
Jan	1,692,354	1,803,389	\$ 111,035
Feb	1,435,428	479,900	\$ (955,528)
Mar	47,848	52,932	\$ 5,084
Apr	19,139	46,816	\$ 27,677
May	19,138	9,645	\$ (9,493)
Jun	9,570	24,271	\$ 14,701
Jul	9,570	8,578	\$ (992)
Aug	9,570	9,141	\$ (429)
Sept	570	9,018	\$ 8,448
Total	\$ 4,784,761	\$ 4,834,765	\$ 50,004
Cumulative Forecast	\$ 4,784,761		
Actual to Forecast	\$ 50,004	1.05%	

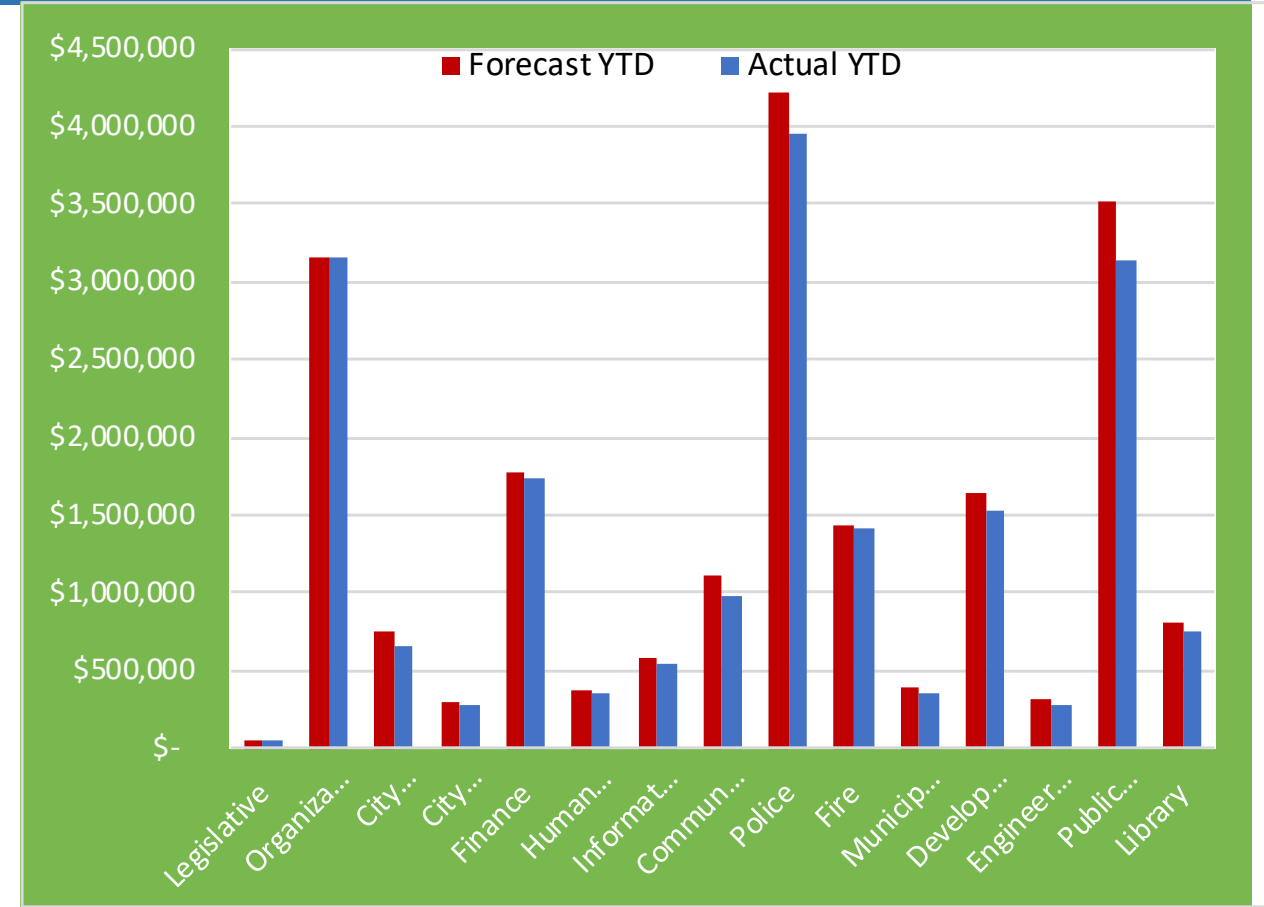


POSITIVE

Property tax represents 29% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is just slightly over forecast.

GENERAL FUND EXPENDITURES BY DEPT.

Division	FY2023 Forecast YTD	FY2023 Actual YTD	Variance
Legislative	\$ 46,803	\$ 55,991	\$ 9,188
Organizational	3,161,059	3,164,208	\$ 3,149
City Manager	745,245	654,660	\$ (90,585)
City Secretary	295,436	274,127	\$ (21,309)
Finance	1,784,048	1,730,505	\$ (53,543)
Human Resources	382,611	358,245	\$ (24,366)
Information Technology	588,628	539,937	\$ (48,691)
Community Engagement	1,112,547	985,180	\$ (127,367)
Police	4,217,264	3,959,593	\$ (257,671)
Fire	1,442,226	1,413,929	\$ (28,297)
Municipal Court	396,162	352,104	\$ (44,058)
Development Services	1,636,751	1,534,958	\$ (101,793)
Engineering	312,911	280,759	\$ (32,152)
Public Works	3,521,859	3,137,891	\$ (383,968)
Library	814,525	756,951	\$ (57,574)
Total	\$ 20,458,075	\$ 19,199,037	\$ (1,259,038)



Actual to Forecast 93.8%

POSITIVE

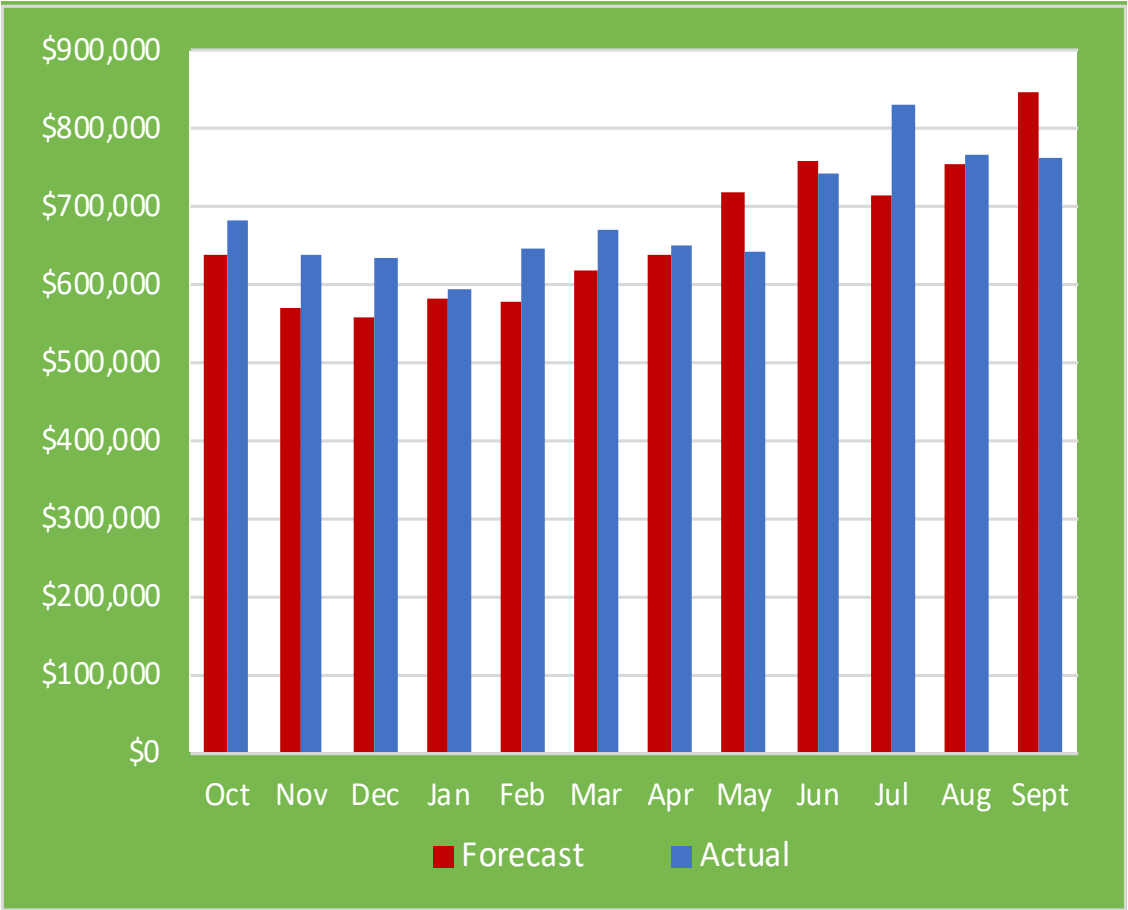
This page compares forecast to actual by department within the General Fund. YTD the actual is 93.8% of budgeted. Budget amendments was approved at year end for adjustment to Police and Fire overtime as well as staffing changes made to Development Services.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2023

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 638,316	\$ 681,114	\$ 42,798
Nov	569,347	638,648	\$ 69,301
Dec	560,114	633,214	\$ 73,100
Jan	580,619	592,464	\$ 11,845
Feb	579,347	648,152	\$ 68,805
Mar	617,812	671,390	\$ 53,578
Apr	638,316	651,953	\$ 13,637
May	717,790	642,389	\$ (75,401)
Jun	757,527	743,162	\$ (14,365)
Jul	716,518	831,841	\$ 115,323
Aug	756,255	767,080	\$ 10,825
Sept	845,729	761,695	\$ (84,034)
Total	\$ 7,977,690	\$ 8,263,102	\$ 285,412
Cumulative Forecast	\$ 7,977,690		
Actual to Forecast	\$ 285,412	3.58%	



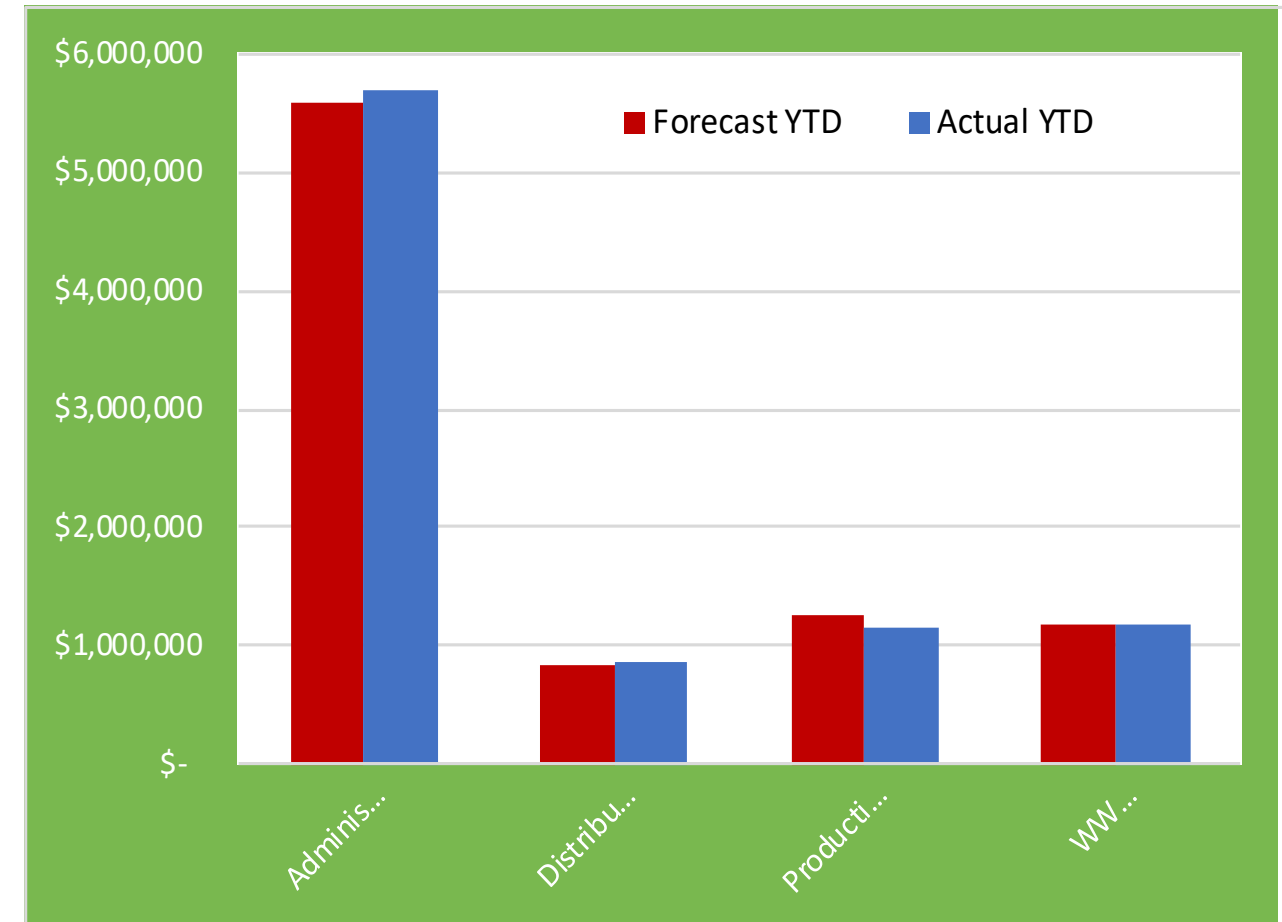
POSITIVE

While September's revenue underestimated compared to forecast the water and wastewater actual revenue is higher than forecast by 3.58%. There were 38 new meters set this month, 1 commercial 37 residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	FY2023 <u>Forecast YTD</u>	FY2023 <u>Actual YTD</u>	<u>Variance</u>
Administration	\$ 5,577,567	\$ 5,703,137	\$ 125,570
Distribution/Collection	838,661	878,766	\$ 40,105
Production/Treatment	1,267,797	1,164,883	\$ (102,914)
WW Treatment Plant	<u>1,185,400</u>	<u>1,188,754</u>	<u>\$ 3,354</u>
Total	<u>\$ 8,869,425</u>	<u>\$ 8,935,540</u>	<u>\$ 66,115</u>
Actual to Forecast		100.7%	



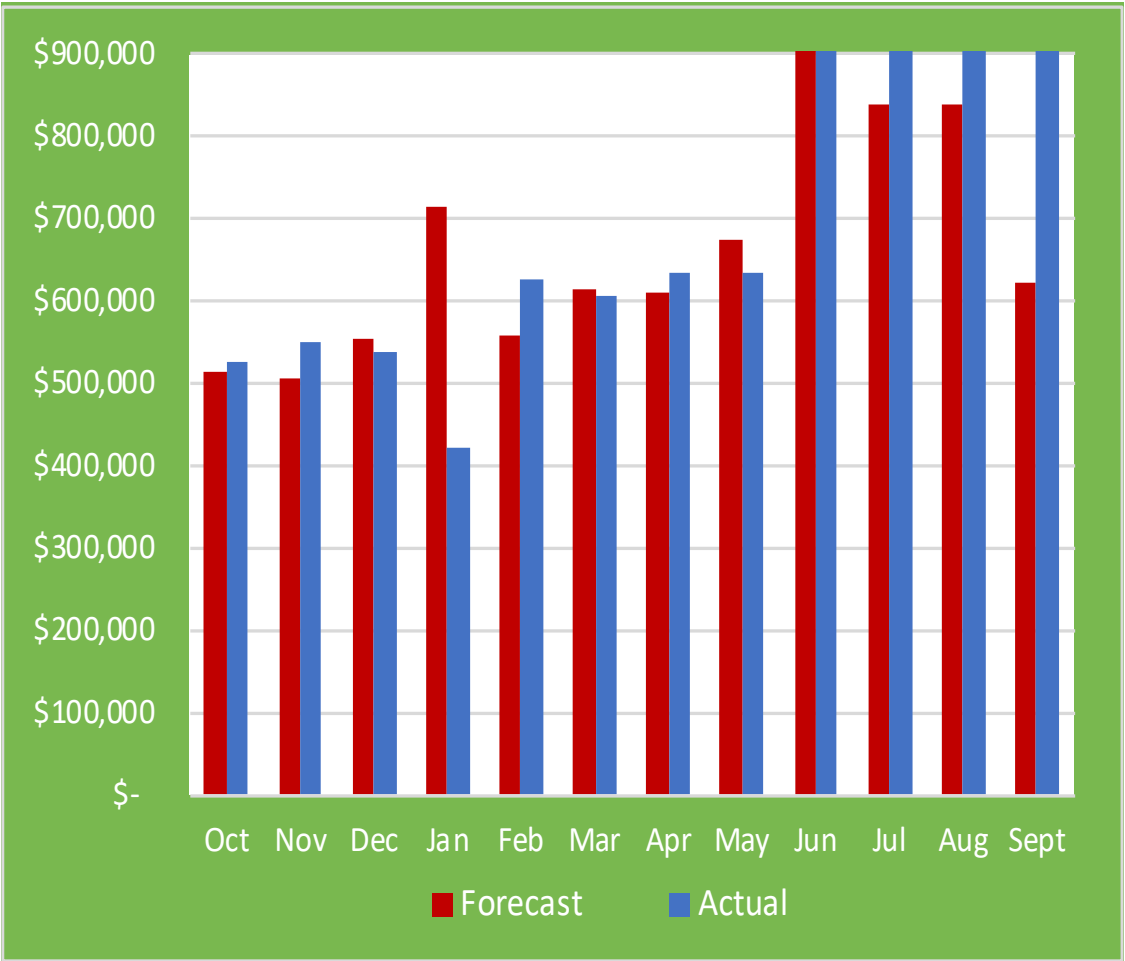
POSITIVE

This page compares actual to forecast by the divisions within the Water/Wastewater department. The actual is over 100.7% of forecast. The WW Treatment Plant budget is being stretch due to the delay in opening the WWTP#3.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 514,921	\$ 525,195	\$ 10,274
Nov	507,248	549,744	\$ 42,496
Dec	554,146	537,080	\$ (17,066)
Jan	716,092	422,138	\$ (293,954)
Feb	559,213	625,515	\$ 66,302
Mar	614,775	607,100	\$ (7,675)
Apr	609,437	635,634	\$ 26,197
May	673,509	635,450	\$ (38,059)
Jun	912,677	1,086,044	\$ 173,367
Jul	837,438	1,142,029	\$ 304,591
Aug	837,053	1,157,256	\$ 320,203
Sept	622,732	949,415	\$ 326,683
Total	\$ 7,959,241	\$ 8,872,600	\$ 913,359
Cumulative Forecast	\$ 7,336,509		
Actual to Forecast	\$ 913,359	12.45%	



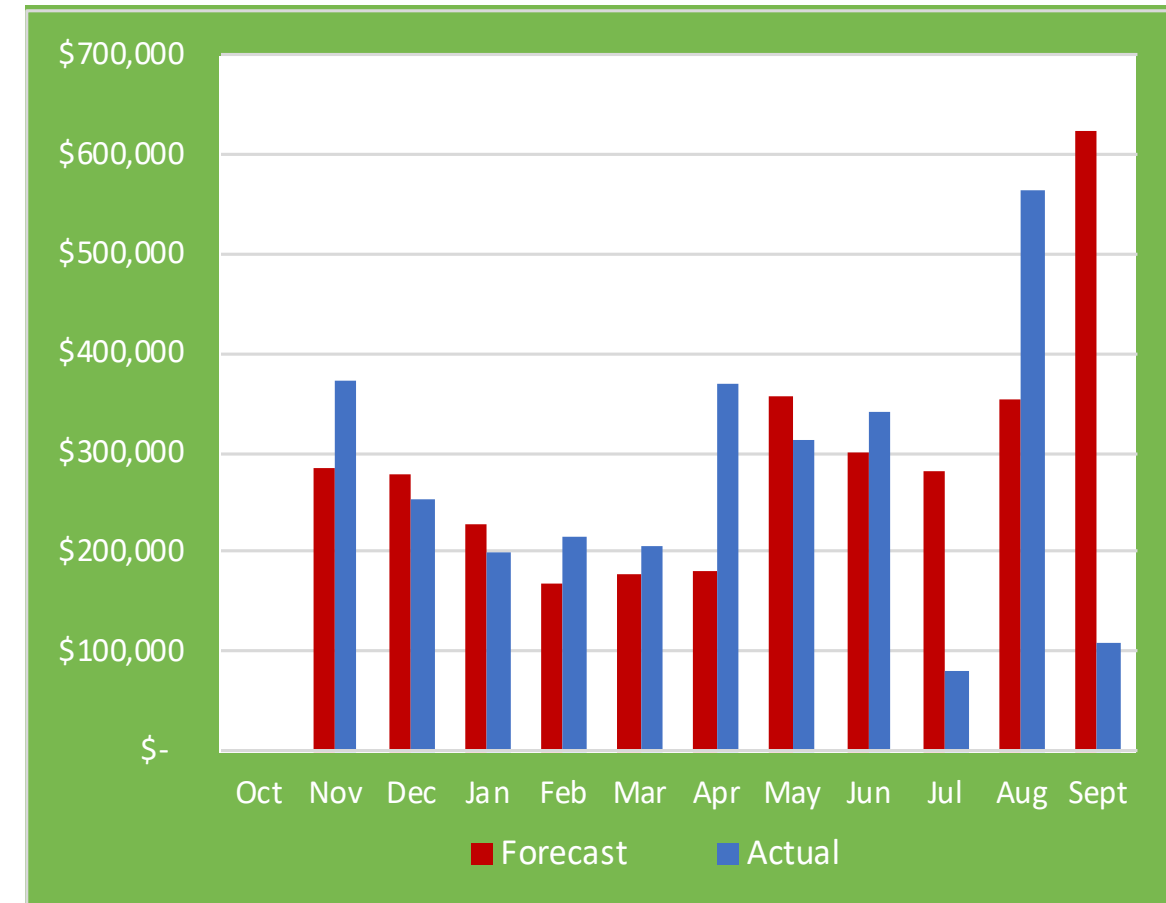
POSITIVE

The Electric utility revenue is 12.45% above forecasted revenue. There was 0 new meters set this month. The large variance for January is related to lower consumption and less average billed days in the cycle.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ -	\$ -	\$ -
Nov	285,780	371,527	\$ 85,747
Dec	277,089	252,705	\$ (24,384)
Jan	227,137	199,512	\$ (27,625)
Feb	169,292	216,718	\$ 47,426
Mar	179,183	207,656	\$ 28,473
Apr	181,880	369,223	\$ 187,343
May	355,483	312,793	\$ (42,690)
Jun	300,040	341,582	\$ 41,542
Jul	279,956	79,011	\$ (200,945)
Aug	354,982	563,563	\$ 208,581
Sept	622,176	108,227	\$ (513,949)
Total	\$ 3,232,998	\$ 3,022,517	\$ (210,481)
Cumulative Forecast	\$ 2,610,822		
Actual to Forecast %	\$ 411,695	15.8%	



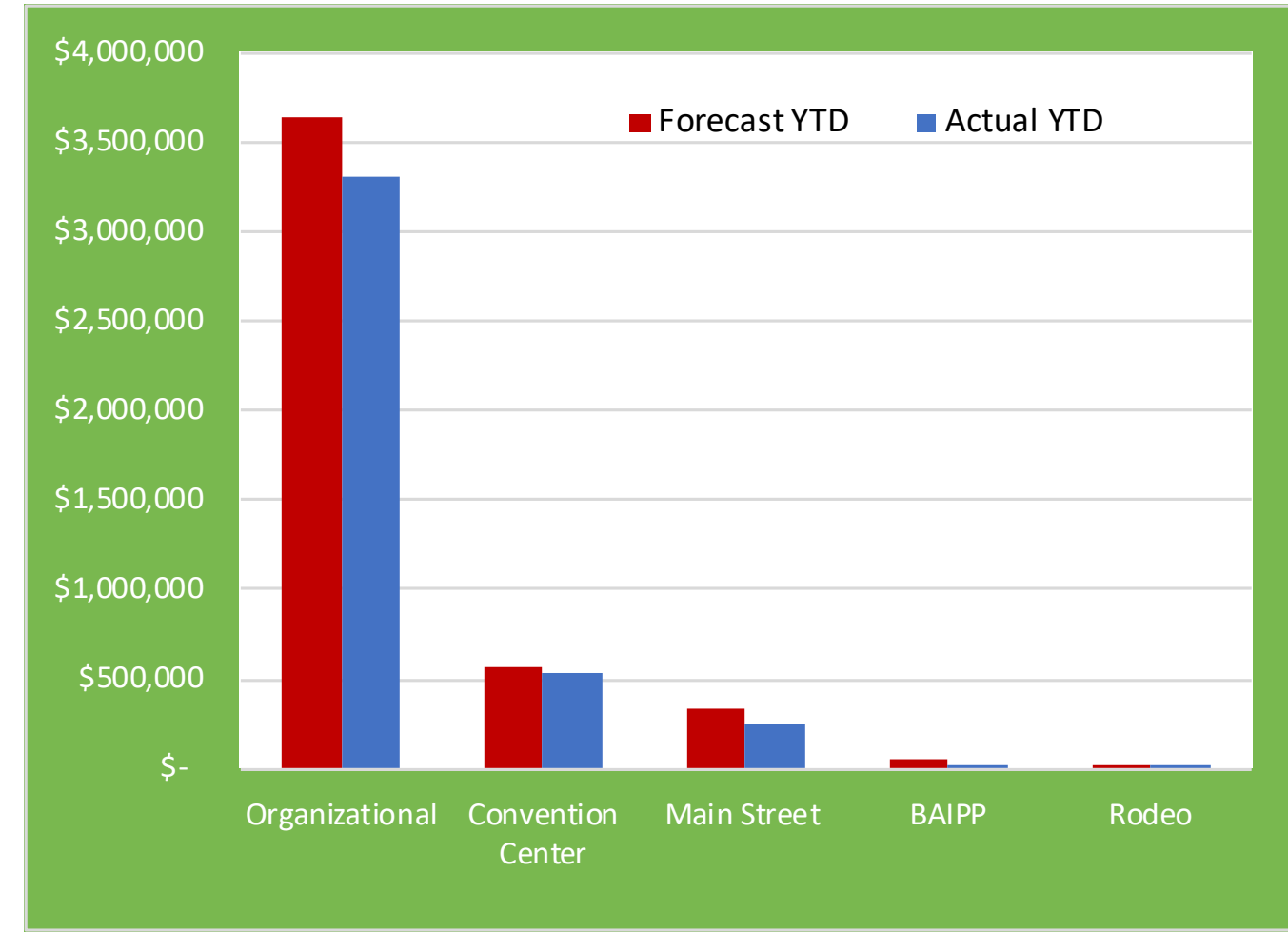
POSITIVE

This report is based on a cash method. The revenue is received by the City the month after collection. The September forecast represents the true-up of receipts for August and September. Actual is 15.8% over forecast. The Hotel Tax Revenue YTD is \$117,890 less than same time last year.

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 3,644,700	\$ 3,309,506	\$ (335,194)
Convention Center	562,322	536,214	\$ (26,108)
Main Street	338,830	257,704	\$ (81,126)
BAIPP	55,500	18,039	\$ (37,461)
Rodeo	<u>3,200</u>	<u>3,549</u>	\$ 349
Total	\$ 4,604,552	\$ 4,125,012	\$ (479,540)
Actual to Forecast		89.6%	



POSITIVE

This compares actual to forecast for each division located in the Hotel Occupany Tax Fund. YTD is reporting actual at 89.6% of forecast.



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Receive presentation of the Strategic Budget Planning Calendar for Fiscal Year 2024-2025

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

Staff annually provides City Council with a calendar outlining the important dates for the upcoming fiscal year's budget planning process. The calendar takes into consideration planning sessions, funding requests, and the laws that govern timing of specific activities as it pertains to approving a tax rate and budget.

Texas Tax Code

- Chapter 26 Sec. 26.01 (a) By July 25, the chief appraiser shall prepare and certify to the assessor for each taxing unit participating in the district that part of the tax roll for the district that lists the property taxable by the unit.
- Sec. 26.05 (d) the governing body of a taxing unit may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate calculated as provided by this chapter until the governing body has held *one* public hearing on the proposed tax rate.
- Sec. 26.06 (a) The public hearing required by Sec. 26.05 may not be held before the *fifth* day after the date the notice of the public hearing is given. (d) The governing body may vote on the proposed tax rate at the public hearing (*this is new with SB2*).
- Sec. 26.063 municipalities with a population of less than 30,000 are allowed to adopt a de minimus tax rate (sum of the no-new-revenue tax rate plus a rate that will raise \$500,000 plus the current debt rate) that exceeds voter-approval tax rate but must follow the requirements of Sec. 26.07 regarding holding an election. By adopting the de minimus rate, qualified voters can petition to require an election, that is why it follows the election requirement timeline.
- Sec. 26.07 The order calling the election may not be issued later than the 71st day before the date of the election.

Texas Local Government Code Chapter 102 Municipal Budget

- 102.0065 (c) Notice under this section shall be published not earlier than the 30th or later than the 10th day before the date of the budget hearing.

Texas Local Government Code Chapter 140.010 Proposed Tax Rate notice for Counties and Municipalities

- 140.010 (f) (1) provide the notice required by Subsection (d) or (e), as applicable, not later than the later of Sept. 1 or the 30th day after the date that the taxing unit has received each applicable certified appraisal roll.

City Charter

- Sec. 6.02 The City Manager, at least thirty (30) days prior to the commencement of the fiscal year, shall prepare and submit a budget to the Council.
- Sec. 6.04 At the Council meeting at which time the budget is submitted, the Council shall, in conformance with the requirement of state law, name the date, time and place of a public hearing and shall cause to be published the date, time and place thereof.

ATTACHMENTS:

- FY2024-2025 Strategic Budget Planning Calendar

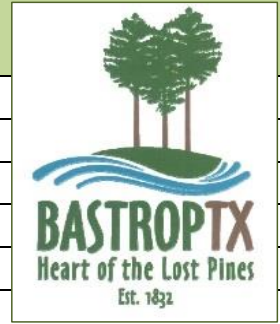


<p style="text-align: center;">City of Bastrop FY 2024-2025 Strategic Planning Calendar <i>(assumes no voter approval election required)</i></p>		
Preparation	January 17	City Council Candidate filing period begins
	February 13*	Last council meeting before deadline to call general election (deadline Feb 16)
	February 16	City Council Candidate Filing period ends
	February 27*	City Council Candidate Orientation
	March 4	Staff planning session - FY2024-2025 Budget Kick-off
	April 3	Special City Council Planning Session - Transportation Plan, Additional Policy Objectives and Funding Alternatives. Water Master Plan update.
	April 17	Special City Council Planning Session - Comprehensive Plan, Capital Plan Review, and Fiscal Forecast Assumptions.
	May 1	Receive preliminary notices of appraised value from Chief Appraiser
	May 4	Election Day
	May 12*	Special City Council Pre-budget Planning Session (All day) - Review Focus Areas, Management Projects/Enhancements, Affirming Tax Revenue target, Service and Service Levels, and receive direction from City Council.
	May 14*	Canvass Results of May 4th Election
	May 17	Community Support and Non-Special Event HOT Tourism related organization applications available at City Hall and on City's website
	May 16	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments
	June 21	Deadline - Community Support & Non-Special Event HOT Organization applications for FY2023 Funding (5:00pm)
	July 9*	Community Support Organizations present their funding request to Council (limit 3 minutes)
	July 25	Deadline for Chief Appraiser to certify rolls to taxing units
	May 31	Publish Notice of proposed Special Assessments (must be posted 15 days prior to Public Hearing)
Adoption	June 25*	Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.
	July 9*	Council Meeting - Second Reading of the Amended and Restated Service and Assessment Plan.
	July 23*	City Manager presents the FY 2024-25 Budget (considered filed with the City Secretary)
	August 13*	City Council Joint meeting with the Visit Bastrop Board to review Visit Bastrop's Business Plan and Proposed Budget for FY2025
	August 13*	Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing.
	August 21*	Budget Workshop - Review Proposed Budget
	August 22*	Budget Workshop#2 - Review Proposed Budget (if needed)
	August 23	Published Notice of Budget Hearing (must be posted 10 days prior to Public Hearing); Publish Notice of Tax Rate Hearing (must be posted 5 days prior to Public Hearing)
	August 27*	Council Meeting - Adopt Financial and Purchasing Policies;
	September 10*	Council Meeting - Public Hearing and First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance.
	September 17*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.
Implemental	October 1	Fiscal Year begins
	October 8*	Distribute Final FY2023 Adopted Budget Book
	November	Begin FY2023-2024 audit
	December	Presentation of preliminary unaudited financial report for FY2023-2024

City of Bastrop

FY 2022-2023 Strategic Planning Calendar

(assumes no voter approval election required)



Preparation	January 19	City Council Candidate filing period begins
	February 8*	Last council meeting before deadline to call general election (deadline Feb 18)
	February 8*	Present 1Q FY2022 Performance Report
	February 18	City Council Candidate Filing period ends
	February 27	City Council Candidate Orientation
	March 7	Staff planning session - FY 2023 Budget Kick-off
	April 5*	Special City Council Planning Session - Transportation Plan, Additional Policy Objectives and Funding Alternatives. Water Master Plan update.
	April 19*	Special City Council Planning Session - Comprehensive Plan, Capital Plan Review, and Fiscal Forecast Assumptions.
	April 26*	City Council meeting - Visit Bastrop presentation of mid-year report
	May 1	Receive preliminary notices of appraised value from Chief Appraiser
	May 7	Election Day
	May 10*	Present 2Q FY2022 Performance Report; City Manager to present Capital Plan and Fiscal Forecast
	May 12*	Special City Council Pre-budget Planning Session (All day) - Review Focus Areas, Management Projects/Enhancements, Affirming Tax Revenue target, Service and Service Levels, and receive direction from City Council.
	May 17*	Canvass Results of May 7th Election
	May 16	Community Support and Non-Special Event HOT Tourism related organization applications available at City Hall and on City's website
	May 18	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments
June 23	Deadline - Community Support & Non-Special Event HOT Organization applications for FY2023 Funding (5:00pm)	
July 12*	Community Support Organizations present their funding request to Council (limit 3 minutes)	
July 25	Deadline for Chief Appraiser to certify rolls to taxing units	
Adoption	June 11	Publish Notice of proposed Special Assessments (must be posted 15 days prior to Public Hearing)
	June 28*	Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.
	July 12*	Council Meeting - Second Reading of the Amended and Restated Service and Assessment Plan.
	July 26*	City Manager presents the FY 2023 Budget (considered filed with the City Secretary)
	August 8*	City Council Joint meeting with the Visit Bastrop Board to review Visit Bastrop's Business Plan and Proposed Budget for FY2023
	August 9*	Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing.
	August 9*	Present 3Q FY2022 Performance Report.
	August 16*	Budget Workshop - Review Proposed Budget
	August 17*	Budget Workshop#2 - Review Proposed Budget (if needed)
	August 23*	Council Meeting - Adopt Financial and Purchasing Policies;
	September 3	Published Notice of Budget Hearing (must be posted 10 days prior to Public Hearing); Publish Notice of Tax Rate Hearing (must be posted 5 days prior to Public Hearing)
	September 13*	Council Meeting - Public Hearing and First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance.
September 20*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.	
Implementation	October 1	Fiscal Year begins
	October 11*	Distribute Final FY2023 Adopted Budget Book
	October 25*	City Council meeting - Visit Bastrop presentation of FY2022 end of year report <i>(optional)</i>
	November 8*	Present 4Q FY2022 Performance Report
	December 12	Begin FY2022 audit
	December 13*	Presentation of preliminary unaudited financial report for FY2022

* Council Meeting

City of Bastrop

FY 2021-2022 Strategic Planning Calendar

Item 6B.

(assumes no voter approval election required)



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

* **Council Meeting**

City of Bastrop

FY 2021-2022 Strategic Planning Calendar

Item 6B.

(assumes no voter approval election required)



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	February 9*	CFO to present 1Q FY2021 Performance Report; City Manager Evaluation
	February 12	City Council Candidate Filing period ends
	March 5	Staff planning session - FY 2022 Budget Kick-off
	March (TBD)	City Council Candidate Orientation
	May 1	Election Day; Receive preliminary notices of appraised value from Chief Appraiser
	May 11*	Canvass Results of May 1st Election; CFO to present 2Q FY2021 Performance Report; City Manager to present Capital Plan and Fiscal Forecast
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	August 10*	Review Financial and Purchasing Policies; CFO to present 3Q FY2021 Performance Report.
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September 28*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.	
Implementation	October 1	Fiscal Year begins
	October 12*	Distribute Final FY2022 Adopted Budget Book
	November 9*	CFO to present 4Q FY2021 Performance Report
	December 6	Begin FY2021 audit
	December 14*	Presentation of preliminary unaudited financial report for FY2021

* Council Meeting

City of Bastrop

FY 2021-2022 Strategic Planning Calendar

Item 6B.

(assumes no voter approval election required)




Preparation	January 13	City Council Candidate filing period begins
	February 9*	CFO to present 1Q FY2021 Performance Report; City Manager Evaluation
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	May 1	Election Day; Receive preliminary notices of appraised value from Chief Appraiser
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September 28*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.	
Implementation	October 1	Fiscal Year begins
	October 12*	Distribute Final FY2022 Adopted Budget Book
	November 9*	CFO to present 4Q FY2021 Performance Report
	December 6	Begin FY2020 audit
	December 14*	Presentation of preliminary unaudited financial report for FY2020

* **Council Meeting**

City of Bastrop

FY 2021-2022 Strategic Planning Calendar

(assumes no voter approval election required)

Preparation	January 13	City Council Candidate filing period begins	
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	July 13	Community Support Organizations present their funding request to Council (limit 3 minutes)	
	July 21	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments	
July 25	Deadline for Chief Appraiser to certify rolls to taxing units		
Adoption	July 24	Publish Notice of proposed Special Assessments (must be posted 15 days prior to Public Hearing)	
	July 27*	City Manager presents the FY 2022 Budget (considered filed with the City Secretary); Review Financial and Purchasing Policies.	
	August 5*	Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing.	
	August 10*	Review Financial and Purchasing Policies; CFO to present 3Q FY2021 Performance Report.	
	August 10*	Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.	
	August 17*	Budget Workshop - Review Proposed Budget	
	August 18*	Budget Workshop#2 - Review Proposed Budget (if needed)	
	August 24*	Council Meeting - Adopt Financial and Purchasing Policies; Second Reading of the Amended and Restated Service and Assessment Plan.	
	September 4	Published Notice of Budget Hearing and Tax Rate (must be posted 10 days prior to Public Hearing - 5 days for Tax Rate notice)	
Implementation	September 14*	Council Meeting - Public Hearing and First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance.	
	September 28*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.	
	October 1	Fiscal Year begins	
	October 12*	Distribute Final FY2022 Adopted Budget Book	
	November 9*	CFO to present 4Q FY2021 Performance Report	
December 6	Begin FY2020 audit		
December 14*	Presentation of preliminary unaudited financial report for FY2020		

* **Council Meeting**

City of Bastrop

FY 2021-2022 Strategic Planning Calendar - *Internal Only**(assumes no voter approval election required)*

Preparation	January 13	City Council Candidate filing period begins
	February 9*	CFO to present 1Q FY2021 Performance Report; City Manager Evaluation
	February 12	City Council Candidate Filing period ends
	March 5	Staff planning session - FY 2022 Budget Kick-off (Manuals Available)
	March ??	City Council Candidate Orientation
	May 1	Election Day; Receive preliminary notices of appraised value from Chief Appraiser
	May 10	Budgets due from departments
	May 11*	Canvass Results of May 1st Election; CFO to present 2Q FY2021 Performance Report; City Manager to present Capital Plan and Fiscal Forecast
	May 14*	Special City Council Workshop (All day Budget Planning Workshop) - Comprehensive Plan/Focus Areas, Capital Plan Review, Fiscal Forecast Assumptions, Management Projects/Enhancements and Affirming Tax Revenue target.
	May 14	Community Support and Non-Special Event HOT Tourism related organization applications available at City Hall and on City's website
	June 7	Budget book to City Manager
	June 14-18	City Manager and Directors - Discuss budget submittals and priorities
	June 28	Deadline - Community Support Applications & Non-Special Event HOT Organization funding requests 5:00pm
	July 13	Community Support Organizations present their funding request to Council (limit 3 minutes)
July 21	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments	
July 25	Deadline for Chief Appraiser to certify rolls to taxing units	
Adoption	June 5	Published Notice of Hunter's Crossing PID Public Hearing (must be posted/written notice mailed to "property owner" 15 days prior to Public Hearing) <i>deadline for paper Tues. June 1st</i>
	June 22*	Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.
	July 13*	Council Meeting - Second Reading of the Amended and Restated Service and Assessment Plan.
	July 27*	City Manager presents the FY 2022 Budget (considered filed with the City Secretary); Review Financial and Purchasing Policies.
	August 5*	Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing
	August 10*	Review Financial and Purchasing Policies; CFO to present 3Q FY2021 Performance Report.
	August 17*	Budget Workshop - Review Proposed Budget
	August 18*	Budget Workshop#2 - Review Proposed Budget (if needed)
	August 24*	Council Meeting - Adopt Financial and Purchasing Policies
	September 4	Published Notice of Budget Hearing and Tax Rate (must be posted 10 days prior to Public Hearing - 5 days for Tax Rate notice) <i>deadline for paper Tues. Aug. 31st</i>
September 14*	Council Meeting - Public Hearing and First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance.	
September 28*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.	
Implementation	October 1	Fiscal Year begins
	October 12*	Distribute Final FY2022 Adopted Budget Book
	November 9*	CFO to present 4Q FY2021 Performance Report
	December 6	Begin FY2021 audit
	December 14*	Presentation of preliminary unaudited financial report for FY2021



* Council Meeting

City of Bastrop FY 2020-21 Budget Planning Calendar

(if proposed rate is 8% or less than voter-approval rate)

Amended from 3.5% adopted Dec. 10, 2019



Preparation	January 13	Staff Budget/CIP Planning Retreat
	March 3	Budget Kick-Off Meeting (Manuals Available)
	May 1	Receive preliminary notices of appraised value from Chief Appraiser
	May 7	Budgets due from Departments
	May 11*	Canvass Results of May 1st Election; CFO to present 2Q FY2021 Performance Report; Manager to present Capital Plan and Fiscal Forecast
	May 14*	Special City Council Budget Workshop (All Day)
	May 15	Community Support Applications available at City Hall and on City's website
	May 18	City Manager and Directors review of department pages including performance measures
	May 25-27	Verify revenue projections of all funds; Meet with Non-Special Event HOT Tourism Related Organizations
	June 8	Budget book to City Manager
	June 15-19	City Manager and Directors - Discuss budget submittals and priorities
	June 22	City Manager and Directors review of budget priorities and 5 Year Financial Forecast
	June 30	Deadline - Community Support Applications & Non-Special Event HOT Organization funding requests 5:00pm
	July 14*	Community Support Organizations present their funding request to Council (limit 3 minutes)
	July 16*	Special Council Budget Workshop (if needed)
	July 20	CFO - Final review of revenue projections for all funds
	July 22	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments
July 24	Deadline for Chief Appraiser to certify rolls to taxing units	
Adoption	August 1	Publish Notice of proposed Special Assessments (must be posted 10 days prior to Public Hearing)
	August 4*	Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing
	August 11*	Council Meeting - Distribute Budget to Council in Work Session and highlight major topics Set date, time and place of a public hearing (considered filed with the City Secretary); Review Financial and Purchasing Policies.
	August 11*	Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.
	August 18*	Budget Workshop - Review Proposed Budget
	August 19*	Budget Workshop#2 - Review Proposed Budget (if needed)
	August 25*	Council Meeting - Adopt Financial and Purchasing Policies; Second Reading of the Amended and Restated Service and Assessment Plan.
	August 29	Published Notice of Budget Hearing and Tax Rate (must be posted 10 days prior to Public Hearing - 5 days for Tax Rate notice)
	September 8*	Council Meeting - Public Hearing and First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance.
September 22*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.	
Implementation	October 1	Fiscal Year begins
	October 13	Distribute Final FY2021 Adopted Budget Book
	December 7	Begin FY2020 audit
	December 15	Presentation of preliminary unaudited financial report for FY2020

* Council Meeting

City of Bastrop

FY 2020-21 Budget Planning Calendar

(if proposed rate is 8% or less than voter-approval rate)

Amended from 3.5% adopted Dec. 10, 2019



Preparation	January 13	Staff Budget/CIP Planning Retreat
	March 3	Budget Kick-Off Meeting (Manuals Available)
	May 1	Receive preliminary notices of appraised value from Chief Appraiser
	May 7	Budgets due from Departments
	May 11	City Manager and Directors review of budget submittals
	May 15	Community Support Applications available at City Hall and on City's website
	May 18	City Manager and Directors review of department pages including performance measures
	May 25-27	Verify revenue projections of all funds; Meet with Non-Special Event HOT Tourism Related Organizations
	June 8	Budget book to City Manager
	June 15-19	City Manager and Directors - Discuss budget submittals and priorities
	June 22	City Manager and Directors review of budget priorities and 5 Year Financial Forecast
	June 30	Deadline - Community Support Applications & Non-Special Event HOT Organization funding requests 5:00pm
	July 14*	Community Support Organizations present their funding request to Council (limit 3 minutes)
	July 16*	Special Council Budget Workshop (if needed)
	July 20	CFO - Final review of revenue projections for all funds
July 22	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments	
July 24	Deadline for Chief Appraiser to certify rolls to taxing units	
Adoption	August 1	Publish Notice of proposed Special Assessments (must be posted 10 days prior to Public Hearing)
	August 4*	Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing
	August 11*	Council Meeting - Distribute Budget to Council in Work Session and highlight major topics Set date, time and place of a public hearing (considered filed with the City Secretary); Review Financial and Purchasing Policies.
	August 11*	Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.
	August 15	Publish Notice of proposed Tax Rate (must be posted 10 days prior to Public Hearing)
	August 18*	Budget Workshop - Review Proposed Budget
	August 19*	Budget Workshop#2 - Review Proposed Budget (if needed)
	August 25*	Council Meeting - Public hearing on Tax Rate; Adopt Financial and Purchasing Policies; Second Reading of the Amended and Restated Service and Assessment Plan.
	August 29	Published Notice of Budget Hearing (must be posted 10 days prior to Public Hearing)
	September 8*	Council Meeting - First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance.
September 22*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.	
Implementation	October 1	Fiscal Year begins
	October 13	Distribute Final FY2021 Adopted Budget Book
	December 7	Begin FY2020 audit
	December 15	Presentation of preliminary unaudited financial report for FY2020

* Council Meeting

City of Bastrop
FY 2020-21 Budget Planning Calendar
 (if voter approval timeline is required)



Preparation	January 13	Staff Budget/CIP Planning Retreat
	March 3	Budget Kick-Off Meeting (Manuals Available)
	April 16	Mid-Year Budget Workshop
	May 1	Receive preliminary notices of appraised value from Chief Appraiser
	May 7	Budgets due from Departments
	May 11	Cabinet review of budget submittals
	May 15	Community Support Applications available at City Hall and on City's website
	May 18	Cabinet review of department pages including performance measures
	May 25-27	Verify revenue projections of all funds; Meet with Non-Special Event HOT Tourism Related Organizations
	June 8	Budget book to City Manager
	June 15-19	City Manager and Directors - Discuss budget submittals and priorities
	June 22	Cabinet review of budget priorities and 5 Year Financial Forecast
	June 30	Deadline - Community Support Applications & Non-Special Event HOT Organization funding requests 5:00pm
	July 14	Community Support Organizations present their funding request to Council (limit 3 minutes)
	July 20	Final review of revenue projections for all funds
July 22	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments	
July 24	Deadline for Chief Appraiser to certify rolls to taxing units	
Adoption	July 28	Council Meeting - Distribute Budget to Council in Work Session and highlight major topics Set date, time and place of a public hearing (considered filed with the City Secretary); Review Financial and Purchasing Policies.
	July 30	Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing
	August 1	Publish Notice of proposed Special Assessments (must be posted 5 days prior to Public Hearing) Published Notice of Budget Hearing (must be posted 10 days prior to Public Hearing)
	August 4	Budget Workshop - Review Proposed Budget
	August 5	Budget Workshop#2 - Review Proposed Budget (if needed)
	August 6	Publish Notice of proposed Tax Rate (must be posted 5 days prior to Public Hearing)
	August 11	Council Meeting - Public Hearing on the Tax Rate; First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance; Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.
	August 24	Council Meeting to adopt tax rate and budget (must be done 71 days before election date). Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. ORDER THE ELECTION if required (71 days prior to Election Day 11/3/2020)
August 25	Council Meeting - Second Reading of the Amended and Restated Service and Assessment Plan; Adopt Financial and Purchasing Policies.	
Implementation	October 1	Fiscal Year begins
	October 27	Distribute Final FY2021 Adopted Budget Book
	December 7	Begin FY2020 audit
	December 15	Presentation of preliminary unaudited financial report for FY2020



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2023.

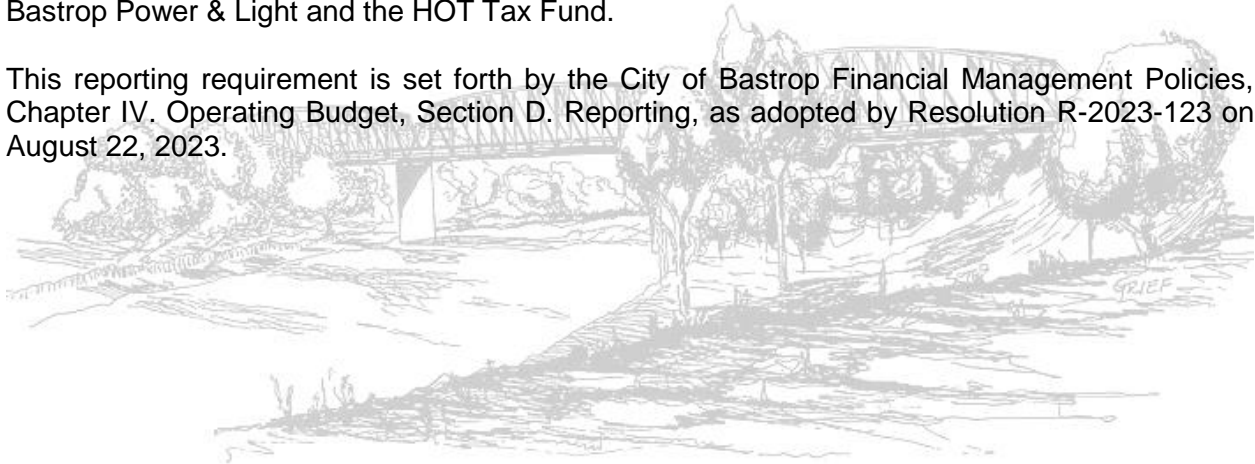
AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

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

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2023-123 on August 22, 2023.





STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider action to approve City Council minutes from the January 9, 2024, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

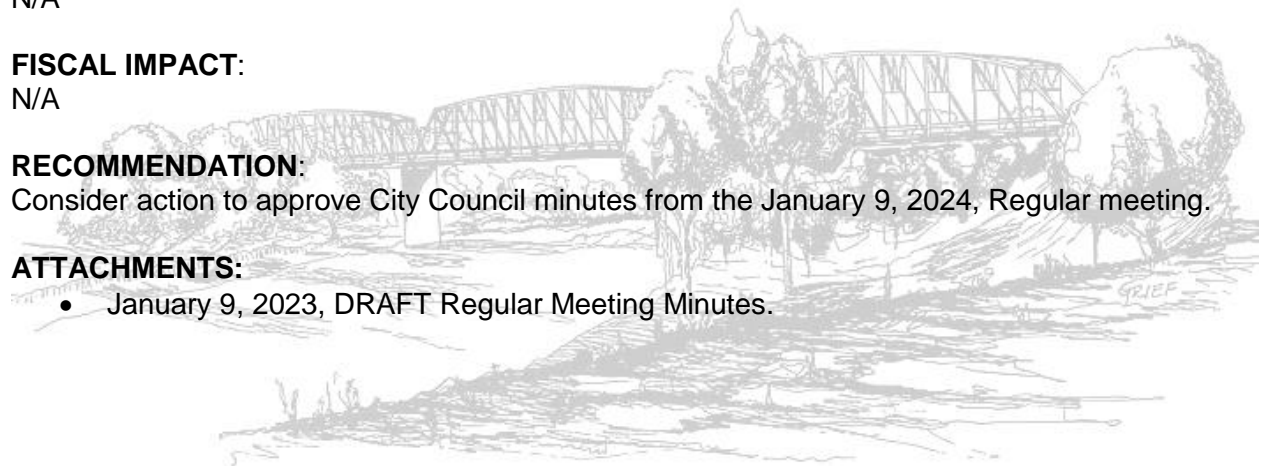
N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the January 9, 2024, Regular meeting.

ATTACHMENTS:

- January 9, 2023, DRAFT Regular Meeting Minutes.



JANUARY 9, 2024

The Bastrop City Council met in a regular meeting on Tuesday, January 9, 2024, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Lee, Meyer, Crouch, and Plunkett. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

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

EXECUTIVE SESSION

The City Council met at 5:33 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel regarding the Colorado Bend development agreement with Bastrop Colorado Bend LLC and Public Improvement Plan.
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.087 to seek the advice of legal counsel regarding possible approval of economic development incentives for the Pearl River project as requested by Pearl River dba Sendero for \$5.9M plus \$485K in rollback taxes.
- 2C. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel regarding proposed development agreement with WB Bastrop Land, LLC, for the Ironwood Development project.
- 2D. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.072 to seek the advice of legal counsel regarding the potential procurement of certain interests in real property for parkland purposes.
- 2E. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.072 to seek the advice of legal counsel and discuss professional engineering contract matters, KSA Engineering Inc., and potential acquisitions of real estate related to the Wastewater Treatment Plant No. 3 Project and other matters.
- 2F. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.072 to seek the advice of legal counsel regarding a potential agreement with Corix and SpaceX, related to real property.
- 2G. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel regarding Chapter 8 of the Bastrop Building Block Code as applied to off-premises billboard signs.

Mayor Nelson recessed the Executive Session at 6:28 p.m.

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

- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.087 to seek the advice of legal counsel regarding possible approval of economic development incentives for the Pearl River project as requested by Pearl River dba Sendero for \$5.9M plus \$485K in rollback taxes.

A motion was made by Council Member Plunkett to direct the City Manager and City Attorney to prepare documentation providing an incentive package consistent with the plan proposed tonight, and bring it back to the Council for approval, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 2F. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.072 to seek the advice of legal counsel regarding a potential agreement with Corix and SpaceX, related to real property.

A motion was made by Council Member Crouch to authorize the City Manager to prepare the documentation for financing of the infrastructure extensions as directed in Executive Session and bring back to Council for approval, seconded by Council Member Lee, motion was approved on a 5-0 vote.

CALL TO ORDER REGULAR MEETING

Mayor Nelson called the meeting to order at 6:30 p.m. with a quorum present.

PLEDGE OF ALLEGIANCE

Emily Clark, John Clark, Dakota Larsen, Georgia Bankston, and Rebekah Bankston, Bastrop Independent Christian Cooperative led the pledges.

INVOCATION

Ketrich Steger, Police Chaplain, gave the invocation.

PRESENTATIONS

- 7A. Mayor's Report

- 7B. Council Members' Report

- 7C. A proclamation of the City Council of the City of Bastrop, Texas recognizing January 15, 2024, as Dr. Martin Luther King, Jr. Day.

Submitted by: Ann Franklin, City Secretary

Proclamation was read into record by Mayor Nelson and accepted by Dock Jackson, Dr. Martin Luther King, Jr. Committee.

- 7D. Presentation by Ketrich Steger, Bastrop County Sheriff's Office, for Human Trafficking Awareness Month.

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

Presentation was made by Ketrich Steger, Bastrop County Sheriff's Office.

WORK SESSIONS/BRIEFINGS- NONE

STAFF AND BOARD REPORTS

- 9A. Review Year in Review Presentation.
Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager
Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 12E. Consider action to approve Resolution No. R-2024-05 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Connie Schroeder, as a city liaison for the newly created Public Health Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date.
Submitted by: Ann Franklin, City Secretary
This item was pulled from the agenda.

CITIZEN COMMENTS

SPEAKER(S)
Brett Douglas
906 Main St, #147
512-962-4526

Shirley Baugh
185 Hasler Shores Dr.
512-304-5526

Marie Blessy
400 Oak Street

CONSENT AGENDA

A motion was made by Council Member Lee to approve Items 11A, 11B, and 11C as listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 11A. Consider action to approve City Council minutes from the December 12, 2023, Regular meeting and December 18, 2023, Special Called meeting.
Submitted by: Ann Franklin, City Secretary
- 11B. Consider action to approve the second reading of Ordinance No. 2023-43 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 11 Taxation, Article 11.02 Sales Tax, to amend Section 11.02.003 Economic Development Sales and Use Tax Levy and to enact Section 11.02.004 Street Maintenance and Repair Sales and Use Tax Levy: and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.
Submitted by: Laura Allen, Assistant Finance Director

- 11C. Consider action to approve the final reading of Ordinance No. 2023-38, of the City Council of the City of Bastrop, Texas, establishing and adopting transportation impact fees; amending the Bastrop Code of Ordinances, Chapter 13, Article 13.12, by enacting sections 13.12.094 - 13.12.099 providing for definitions; providing for assessment of said impact fees; providing for the general administration of said impact fees; providing a severability clause; providing an effective date and an open meetings clause, providing adoption, repealer, severability, filing and enforcement; establishing an effective date.

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

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 12A. Consider action to approve Resolution No. R-2024-01 of the City Council of the City of Bastrop, Texas to ratify the emergency procurement from Weisinger, Inc., in the sum of One Hundred Eighteen Thousand, Eight Hundred Eight-Six Dollars (\$118,886.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Curtis Hancock, Director of Public Works

Presentation made by Curtis Hancock, Director of Public Works.

A motion was made by Council Member Meyer to approve Resolution No. R-2024-01, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 12B. Consider action to approve Resolution No. R-2024-02 of the City Council of the City of Bastrop, Texas, approving a Professional Engineering Services contract with Huitt-Zollars, Inc. for the Old Iron Bridge Rehabilitation Project to a not to exceed amount of One Million, One Hundred Twenty-Nine Thousand, Two Hundred Twenty-Two Dollars and Forty-Five Cents (\$1,129,222.45); authorizing the City Manager to execute all necessary documents, providing for a repealing clause, and establishing an effective date.

Submitted by: Gregory S. McCaffery, P.E., CFM, Assistant Director of Engineering and Capital Project Management

Presentation made by Gregory S. McCaffery, P.E., CFM, Assistant Director of Engineering and Capital Project Management.

A motion was made by Council Member Meyer to approve Resolution No. R-2024-02, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 12C. Consider action to approve Resolution No. R-2024-03 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Michael Kiddoo, to Place 3 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

A motion was made by Council Member Plunkett to approve Resolution No. R-2024-03, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

- 12D. Consider action to approve Resolution No. R-2024-04 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Yvonne Keyrouz, to Place 5 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2024-04, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

EXECUTIVE SESSION CONTINUED

The City Council met at 8:40 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

2E. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.072 to seek the advice of legal counsel and discuss professional engineering contract matters, KSA Engineering Inc., and potential acquisitions of real estate related to the Wastewater Treatment Plant No. 3 Project and other matters.

2G. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel regarding Chapter 8 of the Bastrop Building Block Code as applied to off-premises billboard signs.

Mayor Nelson recessed the Executive Session at 8:40 p.m.

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

No action taken.

Adjourned at 9:33 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on January 23, 2024, by Council Member **Name**'s motion, Council Member **Name**'s second. The motion was approved on a **5-0** vote.

RESOLUTION NO. R-2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A MAY 4, 2024, GENERAL ELECTION FOR BASTROP TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas and the City of Bastrop, provide that on **May 4, 2024**, there shall be elected the following officials for the City at a general election:

Place 2 – Council Member at Large, for a term of 3 years
Place 4 – Council Member at Large, for a term of 3 years
 and,

WHEREAS, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to the elections, and in order to comply with said Code, a resolution shall be passed establishing the procedures to be followed in the election, and designating the voting places for the election.

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

Section 1. That all candidates, for the general election to be held on the First Saturday in **May 2024**, for the above mentioned City offices, shall file their application to become a candidate with the City Secretary of the City of Bastrop, at City Hall, 1311 Chestnut Street, Bastrop, Texas 78602 or by email at afranklin@cityofbastrop.org on or before **5:00 p.m. on February 16, 2024**, the seventy-eighth (78th) day before the election, and that all of the applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

Section 2. The order in which the names of the candidates are to be printed on the ballot for the general election shall be determined by a drawing by the Bastrop City Secretary as provided by Section 52.094 of the Election Code.

Section 3. This City has eight (8) election precincts and the election shall be held at the following locations, voters are allowed to vote at any of the locations:

For Election Precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017 (including all of the area within the boundaries of the Bastrop City limits) the election polling places shall be as follows:

Aqua Water Supply	415 Old Austin Hwy.	Bastrop
River Valley Christian Fellowship	1224 W. State Highway 71	Bastrop
Ascension Catholic Church	804 Pine Street	Bastrop
Paige Community Center	107 S. Main Street	Paige
Bastrop County Community Center	15 American Legion Dr.	Bastrop
Smithville Recreation Center	106 Royston Street	Smithville
Rosanky Community Center	135 Main Street	Rosanky
Bastrop County Cedar Creek Annex	5785 FM 535	Cedar Creek
Red Rock Community Center	114 Red Rock Road	Red Rock
Elgin Recreation Center	361 N. Highway 95	Elgin
Faith Lutheran Church	230 Waco Street	McDade
Family Worship Center	2425 FM 1704	Elgin
Bastrop Co. ESD No. 2 Fire Station 4	1432 N. State Highway 95	Bastrop

Section 4. The County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the elections. Voting at such elections shall be prepared in conformity to the Texas Election Code.

Section 5. Section 61.012 of the Texas Election Code requires that the Bastrop City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 6. The Office of the Texas Secretary of State has certified that the Election Systems & Software’s (ES&S) EVS 6110 which includes the Express Vote ballot marking device, the DS850 central scanner, and the DS200 precinct scanner is an accessible voting system that may legally be used in Texas elections.

Section 7. Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of voting of such voting systems.

Section 8. As chief elections officer as appointed by the Bastrop City Council, **the Elections Administrator** must, according to Section 61.012 of the Texas Election Code provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 9. For Election precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017 the presiding officer will be determined at a later date by Bastrop County Elections Administrator. The Presiding Judge at such election shall appoint no less than two (2), no more than five (5) clerks on election day.

Section 10. The polls at the above designated polling place shall be open on the Election Day from 7:00 a.m. to 7:00 p.m.

Section 11. Kristin Miles is hereby appointed Clerk for Early Voting. Early voting begins on April 22, 2024, the twelfth (12th) day before the election and ends on April 30, 2024, the fourth (4th) day preceding the date of the election.

**EARLY VOTING DATES, TIMES, AND LOCATIONS
(voters are allowed to vote at any of the locations)**

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
29 7:00 am – 7:00 pm	30 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
 Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
 Elgin Rec Center, 361 N. Hwy 95, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
29 7:00 am – 7:00 pm	30 7:00 am – 7:00 pm			

Section 12. Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on April 23, 2024, the eleventh (11th) day before the election.

Section 13. For Election Precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017, Staci Calvert is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.002 et seq. of the Texas Election Code the presiding judge shall appoint at least two (2) other members to the Early Voting Ballot Board and shall process early voting results in accordance with the Texas Election Code.

Section 14. The Presiding Judge and Alternate Presiding Judge will receive compensation at the rate of \$12.00 per hour. The Clerks will receive compensation at the rate of \$10.00 per hour. The Presiding Judge or his/her designee will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies after the polls close.

Section 15. The general election shall be held in accordance with the Election Code of this State and only resident qualified voters of the City shall be eligible to vote at the election.

Section 16. The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004 and 85.007 of the Election Code, Section 9.004 of the Local Government Code, and all necessary orders and writs for the election shall be issued by the proper authority. Returns of the election shall be made to the City Council immediately after the closing of the polls.

Section 17. It is further found and determined that in accordance with the order of this governing body, the City Secretary will post notice of the date to hold the drawing for a place on the ballot on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and the notice will be posted and remain posted continuously for at least seventy-two (72) hours preceding the scheduled time of the meeting. A copy of the return of the posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

Section 18. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby adopted and made a part of this resolution for all purposes.

Section 19. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this resolution.

Section 20. This resolution shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this resolution conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Election Code.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of January, 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-11 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 4, 2024, General Election for Bastrop, Texas; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Texas Election Code

Chapter 3. Ordering Election

Sec. 3.001. Order Required

Each general and special election shall be ordered as provided by this chapter.

Sec. 3.004. Election of Political Subdivision.

(a) The following authority shall order an election:

(1) the county judge, for the general election for officers of the county government;

(2) the mayor, for the general election for city officers in a city with a population of 1.9 million or more; and

(3) the governing body of a political subdivision, other than a county or a city described by Subdivision (2), that has elective offices, for the general election for those officers.

The stated Election cost of \$10,421.21 is the cost of the City of Bastrop holding the May 4, 2024, Election as a joint election with other entities.

The Candidate Packet for the May 4, 2024, Election was available for pick-up from the City Secretary's Office, 1311 Chestnut Street, Bastrop, beginning January 9, 2024.

FISCAL IMPACT:

Estimated Amount:

- Joint Election - \$10,421.21

This cost was approved in the 2023-2024 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Ann Franklin recommends approval of Resolution No. R-2023-11 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 4, 2024, General Election for Bastrop, Texas; and providing an effective date.

ATTACHMENTS:

- Resolution – English



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-12 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 4, 2024, General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 31. Officers to Administer Elections

Sec. 31.092. Contract for Election Services Authorized.

(a) The county election officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services, as provided by this subchapter, in any one or more elections ordered by an authority of the political subdivision.

The stated Election cost of \$10,421.21 is the cost of the City of Bastrop holding the May 4, 2024, Election as a joint election with other entities.

The Candidate Packet for the May 4, 2024, Election was available for pick-up from the City Secretary's Office, 1311 Chestnut Street, Bastrop, beginning January 9, 2024.

FUNDING SOURCE:

Estimated Amount:

- Joint Election - \$10,421.21

This cost was approved in the 2023-2024 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Ann Franklin, City Secretary, recommends approval of Resolution No. R-2024-12 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 4, 2024, General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Exhibit A

RESOLUTION NO. R-2024-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY AND THE CITY OF BASTROP FOR THE MAY 4, 2024, GENERAL ELECTION FOR, BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“the City”) has called a general election for Saturday, May 4, 2024; and

WHEREAS, the County of Bastrop Election Officer is authorized by state law to contract with the City of Bastrop.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the City of Bastrop enter into a contract with the Elections Administrator of Bastrop County for the May 4, 2024, General Election.

Section 2. The City Manager, is hereby authorized to execute a contract with the Elections Administrator of Bastrop County for the May 4, 2024, General Election. The contract is attached hereto as Exhibit A.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of January, 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF BASTROP
FOR THE MAY 4, 2024 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Bastrop, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 4, 2024 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 22, 2024.

B. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit “C” or Exhibit “C-1”, whichever is applicable.

C. Election School(s). The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. Registered Voter List. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. Ballots. The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE’s) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE’s along with the election supplies.

G. Early Voting. In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit “A,” attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for

early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 4, 2024.

H. Election Day Polling Locations. The Election Day polling locations are those listed in Exhibit “B,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. Central Counting Station. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. Manual Counting. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. Custodian of Voted Ballots. The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

A. Election School(s). At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.

B. Polling Locations. The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. **Applications for Mail Ballots.** The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. **Election Orders, Election Notices, Canvass.** The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY’s governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY’s governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

E. **Paper Ballots.** In advance of the March 20, 2024 date on which the Texas Secretary of State’s Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority’s candidates and/or propositions.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. **Compensation.** The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paperwork, but not to exceed two hours before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 4, 2024 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. **Number of Election Workers.** The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. *Expenses Incurred and Billing.* The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. *Billing.* As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. *Payment.* The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. *Expense Item Larger than \$500.* If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

E. *Estimated Cost of Services.* A cost estimate for election expenses is attached hereto and part of this contract as Exhibit “C” or Exhibit “C-1”, whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election (and runoff election, if applicable) as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

F. *Administrative Fee.* The CITY shall pay the Contracting Officer an administrative fee that is ten percent (10%) of this Contract, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. *Nontransferable Functions.* In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed; or
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed;

B. *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 4, 2024. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. *Cancellation of Election.* If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 4, 2024, Joint Election.

D. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. *Representatives.* For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the CITY:

Ann Franklin
 City Secretary
 City of Bastrop
 1311 Chestnut Street
 Bastrop, TX 78602
 Tel: (512) 332-8800
 Fax: (512) 332-8819
 Email: afranklin@cityofbastrop.org

For the Contracting Officer:

Kristin Miles
 Elections Administrator
 Bastrop County
 804 Pecan Street
 Bastrop, TX 78602
 Tel: (512) 581-7160
 Fax: (512) 581-4260
 Email: elections@co.bastrop.tx.us

F. Recount. A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.

G. Runoff Elections. The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 4, 2024, election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be June 15, 2024, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

H. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

I. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements,

promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

J. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

K. Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

L. Mediation. Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024.

City Manager
City of Bastrop
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024.

Item 8C.

Gregory Klaus
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024.

Item 8C.

Kristin Miles
Elections Administrator
Bastrop County, Texas

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 22, 2024 through Tuesday, April 30, 2024.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
29 7:00 am – 7:00 pm	30 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
 Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
 Elgin Rec Center, 361 N. Hwy 95, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
29 7:00 am – 7:00 pm	30 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION

Time Period:

Monday, June 3, 2024 through Tuesday, June 11, 2024.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3 8:00 am – 5:00 pm	4 8:00 am – 5:00 pm	5 8:00 am – 5:00 pm	6 8:00 am – 5:00 pm	7 8:00 am – 5:00 pm
10 7:00 am – 7:00 pm	11 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

ELECTION DAY POLLING LOCATIONS ELECTION

- Aqua Water Supply, 415 Old Austin Hwy., Bastrop**
- River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop**
- Ascension Catholic Church, 804 Pine St., Bastrop**
- Paige Community Center, 107 S. Main St., Paige**
- Bastrop County Community Center, 15 American Legion Dr., Bastrop**
- Smithville Rec Center, 106 Royston St., Smithville**
- Rosanky Community Center, 135 Main St., Rosanky**
- Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek**
- Red Rock Community Center, 114 Red Rock Rd., Red Rock**
- Elgin Recreation Center, 361 N. Hwy 95, Elgin**
- Faith Lutheran Church, 230 Waco St., McDade**
- Family Worship Center, 2425 FM 1704, Elgin**
- Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop**

Locations Subject to Change Depending on Entities Participating in the Joint Election

ELECTION DAY POLLING LOCATIONS RUNOFF ELECTION

Ascension Catholic Church, 804 Pine St., Bastrop

*****Locations Subject to Change Depending on Entities Participating in the Joint Election*****

EXHIBIT "C"

ESTIMATED COST OF ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 9,273.83
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 9,473.83
10% ADMINISTRATIVE FEE	<u>\$ 947.38</u>
TOTAL	<u>\$10,421.21</u>

EXHIBIT "C-1"

ESTIMATED COST OF RUNOFF ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 20,500.85
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 20,700.85
10% ADMINISTRATIVE FEE	<u>\$ 2,070.09</u>
TOTAL	<u>\$ 22,770.94</u>



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE: Consider Action to Approve Resolution No. R-2024-10 of the City Council of The City of Bastrop on City Staff's Recommendation Regarding the Bids Received for the Bastrop Power & Light Project No. 001, Regarding the 12.47 KV Overhead Electrical Distribution Line Improvements from the 2014-2019 System Study Projects 5 And 11. Providing for a Repealing Clause, and Establishing an Effective Date.

AGENDA ITEM SUBMITTED BY:

Gregory S. McCaffery, P.E., CFM, Assistant Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:

The city Engineering staff advertised for bid the Bastrop Power & Light Project No. 001, regarding the 12.47 KV Overhead Electrical Distribution Line Improvements from the 2014-2019 System Study Projects 5 and 11; with a bid opening on December 12, 2023. The bids were advertised locally and on CivCast with a pre-bid meeting held on November 28, 2023. Four (4) bids in total were received with two bids being submitted on the bid date minus either the necessary Bid Bond or required supplemental bid information. Two other bids were received after the bid date. A review with the City Attorney and Engineer determined to recommend to the City Council the rejection of all bids submitted.

The 2014-2019 System Study Projects 5 and 11 were developed through a 5-year Master Planned Recommendation by the Delivery System Planning, Lower Colorado River Authority. These projects were one of several within the 2014-19 study. An additional study was undertaken for 2020-25. These distribution studies are basically do a "health assessment" of Bastrop's electrical distribution system. Included within each are recommended projects for system improvements. City Engineering and Bastrop Power & Light staff desire to re-evaluate these projects among other projects within the two studies prior to re-bidding these Projects 5 and 11.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-10 of the City Council of the City of Bastrop, Texas, approving the rejection of all bids received as recommended by city staff for the Bastrop Power & Light Project No. 001, regarding the 12.47 KV overhead electrical distribution line improvements from the 2014-2019 System Study Projects 5 and 11, providing for a repealing clause, and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No. R-2024-10

- Exhibit B: Engineer Recommendation Letter with Bid Tabulation



RESOLUTION NO. R-2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ON CITY STAFF'S RECOMMENDATION REGARDING THE BIDS RECEIVED FOR THE BASTROP POWER & LIGHT PROJECT NO. 001, REGARDING THE 12.47 KV OVERHEAD ELECTRICAL DISTRIBUTION LINE IMPROVEMENTS FROM THE 2014-2019 SYSTEM STUDY PROJECTS 5 AND 11; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop has various projects that are identified within the City Annual Capital Improvements Program which require design and bid solicitation for construction improvements bids; and

WHEREAS, City staff solicited and obtained bids on December 12, 2023, for the 2014-2019 KV Overhead Line Improvements for System Study Projects 5 and 11; and

WHEREAS, based on a review of the bids received from the bid opening, City staff determined that none of the bids submitted met all the minimum bid submittal requirements for the necessary Bid Bond and submittal bid documents; and

WHEREAS, City staff, having reviewed these bids and missing materials with the Design Engineer and City Attorney's office, makes a recommendation to the City Council to reject all bids for not meeting the minimum bid submittal requirements; and

WHEREAS, consistent with Texas Local Government Code Section 252.043(f), the City of Bastrop City Council has the authority to reject any and all bids.

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

Section 1. That the City Council hereby rejects all bids received for the Bastrop Power & Light Project No. 001, regarding the 12.47 KV Overhead Electrical Distribution Line Improvements from the 2014-2019 System Study Projects 5 and 1.

Section 2. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

Section 3. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas, on this 23rd day of January 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



916 Southwest Parkway
College Station, TX 77840
Phone: 979-764-8356 | Fax: 979-764-9644
Toll Free: 888-764-8356

January 5, 2024

Honorable Mayor Lyle Nelson and Bastrop City Council
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

RE: Bastrop Power & Light Project No. 001 - 12.47kV Overhead Line Improvements,
2014-2019 System Study Projects 5 and 11

Honorable Mayor and Council:

On December 12, 2023 two (2) bids for the above referenced project were received and opened. The following day on December 13, 2023, two (2) additional bids were received late and were not opened. We reviewed and evaluated the bids received by the due date. Both bids were incomplete. The bid from Power Standard did not include a bid bond, as required, along with other requested company information, so was not read. The bid from Power Elite was incomplete since it did not include requested qualifications and company information. It is our recommendation that the City reject all bids and re-issue this bid. We have enclosed a bid summary for your reference.

Please do not hesitate to let us know if any questions arise in reference to this bid solicitation and our recommendation made herein. We sincerely appreciate the opportunity to assist the City on this project and are thankful for the assistance and cooperation extended to us by your fine City administration and staff.

Sincerely,
McCord Engineering, Inc.

William Bissette
Manager – Field Services

WB/cac
Enclosure

cc: Mr. Greg S. McCaffery, P.E., CFM

CITY OF BASTROP
 12.47 KV OVERHEAD LINE IMPROVEMENTS
 2014-2019 SYSTEM STUDY PROJECTS 5 & 11 BID SUMMARY
 December 12, 2023

Bidder	Exceptions	Page 64 Project 5 & 11 Total Price	Page 28 Bid Bond	Page 64 Certification of Bid	Addendum No. 1	pg. 34 List of at least three (3) other facilities of similar type constructed within the last three (3) years	p. 35 Equipment, Organizational Chart and Resumes for Personnel proposed to work on project	p. 35 OSHA 300a numbers for the last three (3) calendar years	p. 46 Bidder's Qualification Statement	Comments
1 Power Standard			x	<input checked="" type="checkbox"/>	x	x	x	x	not notarized	Bid not read as no bid bond was provided at the time of bid
2 Power Elite		\$ 876,047.40	bid security via check	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	x	x	x	<input checked="" type="checkbox"/>	Incomplete bid
3 Bird Electric Enterprises, Inc.	Bid was received after opening Received 12/13/2023		bid security via bond							Bid not read as bid received after bid due date
4 Primoris T & D Services	Bid was received after opening Received 12/13/2023		bid security via bond							Bid not read as bid received after bid due date
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

CITY OF BASTROP

Bastrop Power & Light Project No. 001, 12.47 KV Overhead Electrical Distribution Line Improvements System Study Projects 5 And 11 Capital Improvement Program

City Council Meeting
January 23, 2024

Engineering and
Capital Project Management Department



Background

- One of several projects within the 2014-19 System Study done by the Lower Colorado River Authority.
- Additional Study completed for 2020-2025.
- Studies Provide a “Health Assessment” of the City’s Electrical Distribution System.
- Recommended Projects within each.



Overall Projects 5 and 11

- Project 5 consist of system improvements along Loop 150/ Old Austin Hwy./ Hospital Drive and Grady Tuck areas.
- Project 11 consist of system improvements along Eskew Drive/ Perkins Street areas
- Estimated completion would have been 10 months



Staff Recommendation

Recommend to reject all bids received for the Bastrop Power & Light Project No. 001, Regarding the 12.47 KV Overhead Electrical Distribution Line Improvements from the 2014-2019 System Study Projects 5 And 11, as provided for in resolution 2024-10; providing for a repealing clause; and establishing an effective date.



Questions





STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2024-01, of the Bastrop City Council of the City of Bastrop, Texas, approving the Zoning Concept Scheme from P4 Mix to P-CS Civic Space for the area described as 1.08 +/- acres of land out of the Farm Lot 67 east of Main Street located at the northeast corner of State Highway 95 and Farm Street, within the city limits of Bastrop, Texas and move to include on the February 13, 2024 Regular Agenda for second reading.

AGENDA ITEM SUBMITTED BY:

Kennedy Higgins – Planner, Development Services

ITEM DETAILS:

Site Address: 1207B & 1305 SH 95, Bastrop TX (Attachment 1)
 Parcel ID # 32711 and 32747
 Total Acreage: 1.078 acres
 Acreage Rezoned: 1.078 acres
 Legal Description: 0.711 acres out of Farm Lot, Block 67 E M Street and 0.367 acres out of Farm Lot, Block 67 E M Street

Property Owner: City of Bastrop

Existing Use: Vacant/Undeveloped
 Existing Zoning: P5 Core and P4 Mixed Use
 Proposed Zoning: Civic Space
 Future Land Use: Parks and Open Space

BACKGROUND:

Following the acquisition of the property located at 1305 SH 95, the City took decisive action to demolish the deteriorating structure on the premises, prioritizing public safety and well-being. Presently, this parcel of land stands vacant, harmoniously aligning with the zoning characteristics of the adjacent property owned by the City, known as Civic Space. There is potential for this space to contribute to the expansion of Fairview Cemetery, enhancing its significance to the community. Similarly, these strategic considerations and policies will be equally applicable to another City-owned property situated at 1207B SH 95, ensuring a cohesive and well-planned development approach.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

On 12/21/2023 the Planning and Zoning Commission has recommended the approval of the Zoning Concept Scheme to change 1207B and 1305 State Highway 95 parcels from P5 Core and P4 Mix to Civic Space

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading as written and move to include on the February 13, 2024 Regular Agenda for second reading.

ATTACHMENTS:

- Attachment 1: Memo – Planning and Zoning Staff Report
- Attachment 2: Ordinance no. 2024-01



ORDINANCE 2024-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 1.08 +/- ACRES OUT OF FARM LOT 67, EAST OF MAIN STREET, LOCATED AT THE NORTHEAST CORNER OF STATE HIGHWAY 95 AND FARM STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, FROM P4 MIX TO P-CS CIVIC SPACE; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about November 6, 2023, the City of Bastrop (hereinafter referred to as "Property Owner") submitted a request for zoning modifications; and,

WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property is Parks and Open Space, which allows for public use; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on December 21, 2023, and made the recommendation for approving of the rezoning request by a vote of 6-0; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 211, a three-fourths vote of City Council is required to approve a zoning request when the Planning & Zoning Commission has recommended denial; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and

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

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is necessary and proper to enact this Ordinance.

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

Section 1: The Property, 1.08 +/- acres out of land out of the Farm Lot, Block 67, east of Main, is rezoned from P4 Mix to P-CS Civic Space, and a Zoning Concept Scheme is established 1.08 +/- acres, located at the Northeast Corner of State Highway 95 and Farm street, within the City Limits of Bastrop, Texas as more particularly shown on Exhibit A.

Section 2: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 3: 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: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 6: 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.

Section 7: This Ordinance shall be effective immediately upon passage and publication.

READ & ACKNOWLEDGE on First Reading on this the 23th day of January 2024.

READ & ADOPTED on Second Reading on this the 13th day of February 2024.

APPROVED:

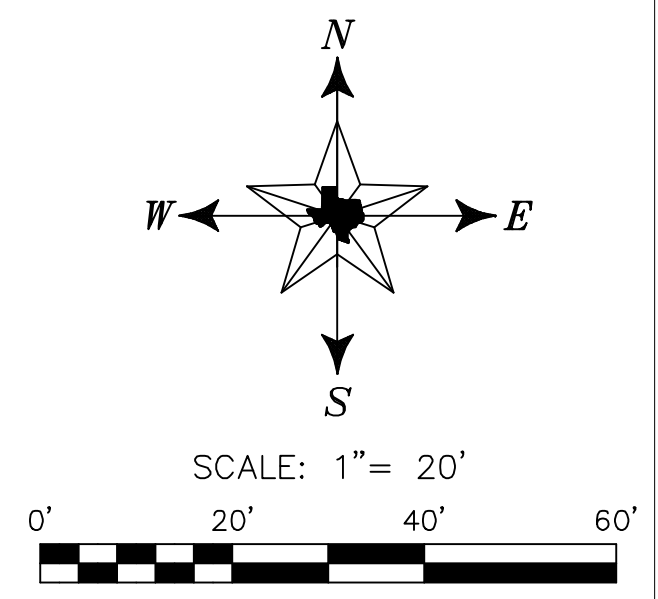
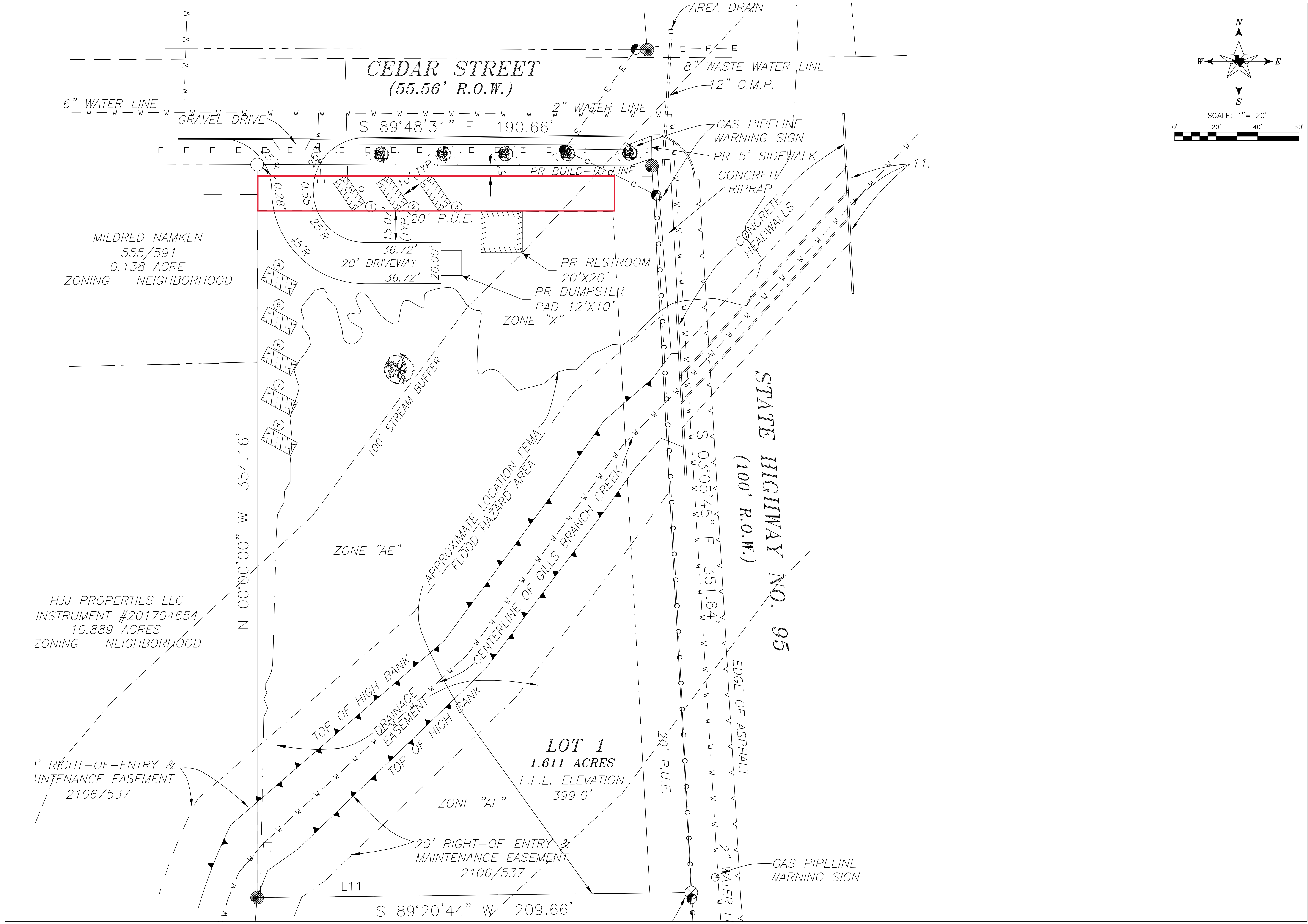
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

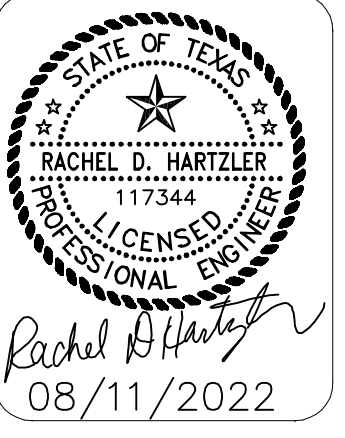
Alan Bojorquez, City Attorney



NO.	DATE	REVISIONS	BY

ZAVODNY FOOD COURT
 1615 CEDAR ST
 BASTROP, TEXAS 78602
 SITE DEVELOPMENT PLAN
 OVERALL SITE PLAN

Highland Development & Engineering Company
hd+e
 FIRM REGISTRATION # F-19450
 155 Glass Ln
 Bastrop, Texas 78602
 (815) 674-4945



SHEET
1
 OF 1

To: Sylvia Carrillo, City Manager

From: Planning & Development

Date: December 21, 2023

Subject: 1207B and 1305 State Highway 95 Zoning Concept Scheme



=====

ITEM DETAILS:

Site Address: 1207B & 1305 SH 95, Bastrop TX (Attachment 1)
 Parcel ID # R32711 and R32747
 Total Acreage: 1.078 acres
 Acreage Rezoned: 1.078 acres
 Legal Description: 0.711 acres out of Farm Lot, Block 67 E M Street and 0.367 acres out of Farm Lot, Block 67 E M Street

Property Owner: City of Bastrop

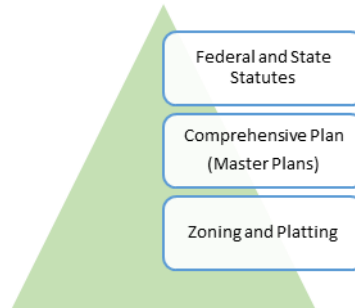
Existing Use: Vacant/Undeveloped
 Existing Zoning: P5 Core and P4 Mixed Use
 Proposed Zoning: Civic Space
 Future Land Use: Parks and Open Space

BACKGROUND:

After the purchase of the property at 1305 SH 95, the City removed the dilapidated building on site to ensure no public safety issues were present. The land is currently vacant and will match the surrounding zoning of the property the City owns next door, Civic Space. Eventually, this land could be used for Fairview Cemetery expansion. These policies will also apply to the City owned property at 1207B SH 95.

Infrastructure	Available (Y/N)	Proposed
Water	N/A	
Wastewater	N/A	
Drainage	N/A	
Transportation	N/A	
Parks and Open Space	N/A	

POLICY EXPLANATION:



Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Zoning Change signs were visibly placed in the front of the property and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

- (1) the area of the lots or land covered by the proposed change; or
- (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

At least 5 members of the Planning & Zoning Commission must vote to make an official recommendation to the City Council. Failure to reach five votes means no official recommendation can be forwarded, but this does not impact the City Council's vote requirement to approve or deny the request.

Compliance with 2036 Comprehensive Plan:

The Transitional Residential character area is for lands to be developed with higher densities and a variety of housing types. The character area supports high density single-family detached, single-family attached (duplexes, triplexes, townhouses) and multifamily (apartments), and institutional residential uses such as nursing homes and assisted living facilities. Variation in form, scale, and density is allowed but appropriate transitions must be provided between land uses. In some cases, Transitional Residential uses may be included as part of a larger planned development within areas otherwise designated as Neighborhood Residential. Like, Transitional Residential character areas may also include associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more.

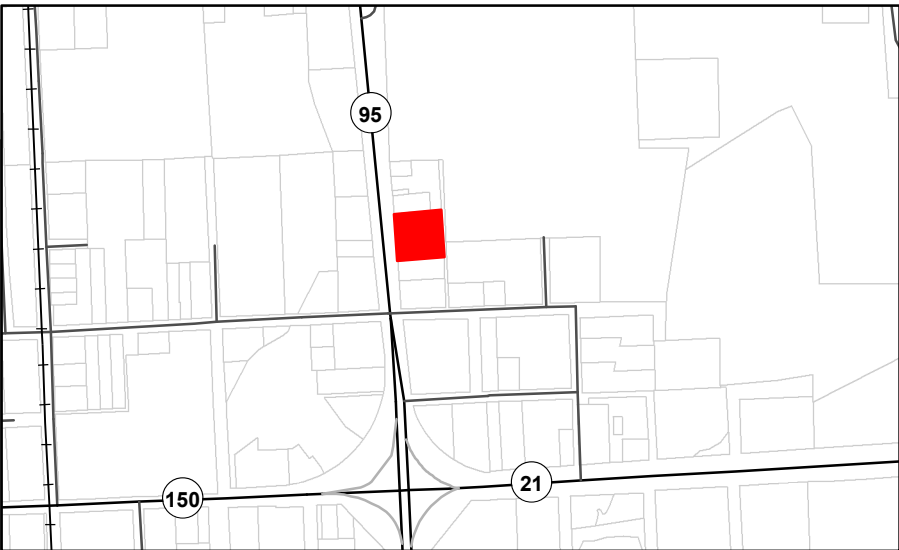
Representative land uses are appropriate per the Future Land Use Map.

RECOMMENDATION:

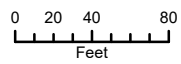
Hold public hearing and consider action on a recommendation for the 1207B & 1305 State Highway 95 Zoning Concept Scheme, changing the zoning of 0.711 and 0.367, respectively, totaling 1.078 acres out of the Farm Lot 67 E M Street survey, within the City of Bastrop from P5 Core and P4 - Mix to Civic Space, as shown on Attachment 2.

ATTACHMENTS:

- Attachment 1: Location Map
- Attachment 2: 1207B & 1305 SH 95 Current Zoning
- Attachment 3: Future Land Use Map



Location Map 1207B SH 95 & 1305 SH 95



1 inch = 100 feet

Date: 12/12/2023

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of information, nor does it represent that its use will not infringe upon privately owned rights.



Zoning Concept Scheme

Item 9A.

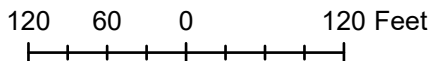


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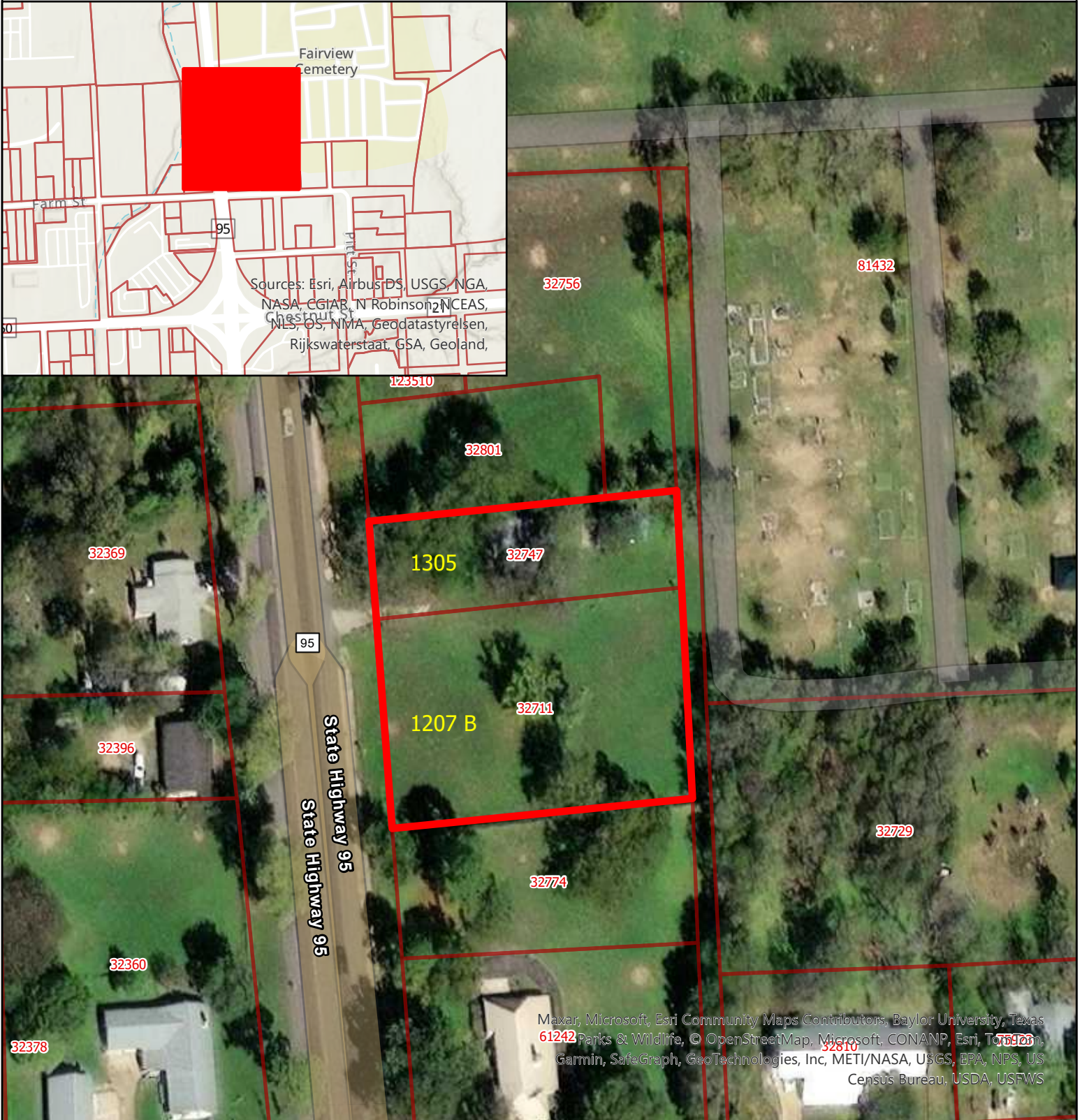
Cemetery Re-Zoning

Scale: 1:1,752



Current Time: 1/18/2024 8:02 AM

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



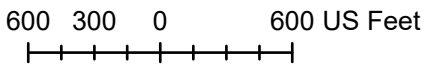
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Location Map

1207B SH 95 & 1305 SH 95

Scale: 1:10,468



Current Time: 1/17/2024 3:00 PM

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



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider action to approve Resolution R-2024-09 approving the City of Bastrop, Texas Library User Responsibility and Conduct Policy, which is attached as Exhibit A; providing for bi-annual review; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Bonnie Pierson, Library Director

BACKGROUND/HISTORY:

This policy is to replace the Patron Behavior Policy, which was previously reviewed on September 14, 2015. This policy is to be reviewed and approved by the City Council of Bastrop, Texas regularly to ensure all users, volunteers, and staff experience a safe and comfortable library environment.

The policy has been edited, revised, and reformatted to improve readability and clarity. The policy was updated to remain relevant to the needs of the City of Bastrop community. A bi-annual review is established to ensure the policy is continually examined and updated regularly.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Bonnie Pierson, Library Director recommends approval of Resolution R-2024-09 approving the City of Bastrop Public Library Collection Development Policy, which is attached as Exhibit A; providing for bi-annual review; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2024-09
- Bastrop Public Library User Responsibility and Conduct Policy

RESOLUTION NO. R-2024-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO APPROVE RESOLUTION NO. R-2024-09 OF THE CITY COUNCIL OF BASTROP, TEXAS APPROVING THE CITY OF BASTROP PUBLIC LIBRARY USER RESPONSIBILITY AND CONDUCT POLICY, ATTACHED AS EXHIBIT A; PROVIDING FOR BI-ANNUAL REVIEW; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas previously reviewed the Patron Behavior Policy on September 14, 2015; and

WHEREAS, The Library User Responsibility and Conduct Policy is to replace the Patron Behavior Policy; and

WHEREAS, The Library User Responsibility and Conduct Policy is to be reviewed and approved by the City Council of Bastrop, Texas regularly to ensure all users, volunteers, and staff experience a safe and comfortable library environment; and

WHEREAS, The Library User Responsibility and Conduct Policy has been edited, revised, and reformatted to improve readability and clarity; and

WHEREAS, The Library User Responsibility and Conduct Policy has been updated to remain relevant to the needs of the City of Bastrop community; and

WHEREAS, The City of Bastrop Public Library User Responsibility and Conduct Policy establishes a bi-annual review to ensure the policy is continually examined for changes and updated regularly.

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

Section 1: The City Council of the City of Bastrop approves the Bastrop Public Library User Responsibility and Conduct Policy as attached as Exhibit A.

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

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

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of January 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Patron Behavior Policy

Library Mission: The mission of the Bastrop Public Library is to provide free and unrestricted access to informational, educational, cultural, and recreational library materials and services in a clean, comfortable, secure environment for people of all ages.

To enable the library to fulfill its mission, library patrons are asked to respect and follow the policies listed below. Patrons who violate the Behavior Policy will receive notice they are in violation and may be asked to leave the library.

Disruptive behavior is generally defined as any patron behavior that interferes with the normal operation of the library or which unreasonably interferes with another patron's ability to use and enjoy the library. Disruptive behavior will not be tolerated. The following list of disruptive behaviors is used for illustrative purposes only, and is not comprehensive:

- Illegal acts
- Sexual harassment or misconduct
- Stealing or vandalizing library property
- Loitering
- Sleeping in a manner that is disruptive or disturbs patrons or staff
- Running, shouting, loud talking, pushing, threatening, or harassing behavior
- Playing audio equipment loud enough to disturb others
- Loud cell phone ringing and/or conversations
- Possession or use of illegal drugs or alcohol
- Smoking or use of any tobacco product (including electric cigarettes) on Library property
- Use of skateboards, roller blades/skates, and scooters on library property
- Soliciting of any kind and/or asking for signatures on petitions
- Blocking of aisles or entrances
- Possession of weapons, other than open carry firearms
- Monopolizing library resources or staff time
- Eating or drinking within the library unless at authorized library events
- Bathing, shaving, washing clothes, or otherwise misusing bathrooms
- Discourtesy to other library patrons or the Library staff
- Adults sitting in either the children or teen's rooms without assisting their children or selecting material
- Truancy (Please refer to Bastrop, Texas, municipal code Section 8.8.03)
- Carrying into the library bedrolls, bed blankets, large bags, large boxes, sleeping bags, or sports equipment
- Using profanity or discussing subjects that are inappropriate in the presence of juveniles

While visiting the library, patrons are required to:

- Respect other library users and their privacy at all times
- Wear appropriate attire, including shoes and shirts (no wet clothes or bathing suits)
- Not present an odor nuisance

- Not bring animals into the library, other than service animals-- nor leave animals outside unattended
- Ask permission to use library telephones. Library telephones are for library business. Allowed calls are limited to patron emergencies and/or requests for transportation.
- Use library furniture, materials, equipment, and facilities for their intended purposes
- Take care of their own possessions as the library will not be responsible for patrons' items
- Follow the Library's policies

Parents, Guardians, and Caregivers* responsibilities:

- Persons 17 years old or younger are defined as "children" for the purposes of this policy.
- Parents or legal guardians, whether present in the library or not, are responsible for their children's behavior at all times.
- Parents or legal guardians are responsible for any damages to library property caused, in whole or in part, by their children, regardless of the children's age.
- Children under the age of eight years **must** be accompanied by a parent, a legal guardian, or a caregiver* at all times.
- Parents, legal guardians, or caregivers* are responsible for maintaining control over their children's behavior in the library at all times.
- Parents, legal guardians, or caregivers* accompanying children (eight years or younger) must stay within a reasonable distance (within eyesight) of their children at all times.

HEB Young Adult Room Policy

- The HEB Young Adult Room is a space specifically designed for teens to gather and socialize in the library. In an effort to provide a safe and comfortable environment, only students 13 through 17 years of age may occupy this room. Others may enter the room to choose library materials, but they may not remain in the room for an extended period of time.
- Persons occupying the HEB Young Adult Room may be asked to show a school or state issued ID to remain in the space for an extended time.

Teen Program Policy

- Participation in Teen Programs is limited to persons between the age of 13 through 17 years of age.
- Persons 18 years of age may participate until they graduate from high school and will not be authorized to participate in Teen Programs upon reaching the age of 19, regardless of high school status.
- Students participating in teen activities may be asked to show a school or state issued ID before entering the room.

*(If a parent designates a "Caregiver" to accompany a child eight years or younger to the library in the parent's absence, the Caregiver must be at least 14 years of age and must demonstrate maturity and competence to care for and control the children left in their care while in the library.)

***The library retains the right to search all personal bags or backpacks.

*****Patron library privileges may be limited at the discretion of the Library Director.**

Revised: 08/31/15 Library Board Approved 09/14/15 Bastrop City Council Approved



A service of the City of Bastrop

Library User Responsibility and Conduct

Emphasize enjoyment, discovery, and exploration; build community through stories; commit to expanding the depth and diversity of material

Purpose of the Library User Responsibility and Conduct Policy

The Library User Responsibility and Conduct policy is intended to outline the acceptable standards that ensure all users, volunteers, and staff experience a safe and comfortable library environment.

Library User Responsibility and Conduct Policy Goals

- Set the expectations for all library users and outline acceptable behavior in the library
- Ensure all library users can have a positive experience in the library
- Ensure the library building remains clean and welcoming
- Provide equal and equitable access to the library for all

Principles and Objectives

- The Bastrop Public Library supports “equal and equitable access to all library resources and services by users of all ages” as outlined by the American Library Association’s Bill of Rights
- This document serves to clearly communicate the behavioral expectations of all persons in the library building

Contact Us

- In person at the check-out or information desk
- Via telephone at 512-332-8880
- Via email at info@bastroplibrary.org
- Online at www.bastroplibrary.org
- Via mailing address:

Bastrop Public Library
P.O. Box 670
Bastrop, TX, 78602

At the Bastrop Public Library, service will not be denied or abridged because of religious, racial, social, economic, or political status; or because of mental, emotional, or physical condition, age, gender identity, or sexual orientation.

User Expectations

Bastrop Public Library is a service of the City of Bastrop; therefore, the building is subject to all rules and regulations which apply to all city buildings. For more information, please refer to the city's municipal code (https://library.municode.com/tx/bastrop/codes/code_of_ordinances).

The following behaviors are expected in the library:

- Communicating in a moderate, respectful, conversational tone.
- Setting electronic devices to silent or vibrate
- Using personal listening devices to access audible content (i.e., headphones)
- Using furniture, fixtures, materials, equipment, or facilities in their intended manner
- Removing personal belongings, trash, or other debris when leaving an area
- Presenting a standard of personal hygiene that does not offend others with strong odors whether by personal cleanliness or cosmetic scent
- Wearing shoes and clothing that cover the upper and lower torso. Swimsuits (wet or dry) are unacceptable
- Respecting other people's time and space by engaging in a pleasant manner which does not interfere with their use of the library
- Following posted rules and room occupancy limits
- Treating library staff and others politely and with courtesy

The following behaviors are unacceptable in the library:

- Physically, verbally, or with gestures, threatening or abusing another person. Any person committing such an offense may be subject to prosecution where applicable
- Engaging in disruptive, dangerous, or uncontrolled behavior, including but not limited to loud conversations, yelling, running, rough-housing, and physical violence
- Displaying weapons, except as allowed under Texas statute
- Adults occupying the teen or children's area who are not supervising or assisting a child or browsing for items
- Accessing sexually explicit material on a library or personal device
- Entering staff areas without authorization
- Physically blocking aisles or entrances of the library
- Using wheeled sports equipment in the library or on surrounding sidewalks
- Distributing literature or otherwise soliciting customers on library property

Any violation of the laws of the State of Texas or City of Bastrop Ordinances is expressly forbidden in the library. Any person committing such an offense will be evicted from the premises and may be subject to prosecution where applicable, including the issuance of a criminal trespass warrant.

Consumables

- Food is not allowed in the library unless it is at an authorized event.
- Drinks are allowed if they are in a secure, lidded container.
- Possession of alcohol or any illegal substance is prohibited on library property.
- Intoxicated individuals, whether by alcohol or other substances, will be asked to leave library property.

- Use of all tobacco products or e-cigarettes is prohibited in the library or within 25 feet of an entrance.

Personal belongings

- Wheelchairs and other mobility assistive devices are welcome. Carts or wheeled devices not intended for mobility assistance are prohibited.
- The library is not responsible for lost, stolen, or misplaced personal items.
- As a courtesy, the library will retain personal belongings left in the building for two weeks, after which the items will be disposed of as appropriate.

Juveniles and Vulnerable Individuals

Persons 17 years or younger are defined as juveniles for the purposes of this policy. Juveniles aged eight years old or younger must be supervised by an adult in the library or at library activities.

A vulnerable individual is a person of any age who is mentally or physically challenged to a degree that significantly impairs the individual's ability to provide adequately for their own care or manage their own behavior without assistance.

Parent, Guardian, or Caregiver Responsibilities

- Ensure the safety and well-being of the individual
- Monitor the activities and manage the behavior of the individual
- Prohibit the individual from damaging library property and take financial responsibility if damage occurs

Unattended Juveniles and Vulnerable Individuals

The library is a public facility and open to all. There may be risks for children and vulnerable individuals when they are left unattended.

If a situation arises involving an unattended juvenile or a vulnerable individual, and it is deemed necessary by library staff, staff will attempt to contact the parent, guardian, or caregiver of the individual. In the event the appropriate person cannot be reached, the individual will be placed in the care of the Bastrop Police Department until the appropriate person or help can be reached.

Teen Room and Teen Programs

- The H.E.B. Teen Room and any teen-specific programs are reserved for juveniles aged 13 through 17
- Students aged 18 may use the Teen Room and join Teen Programs until they graduate from high school
- Other users may enter the teen room to locate materials but may not linger for an extended period of time

Animals

- Service animals are welcome in the library. Owners are responsible for ensuring the following criteria are met:
 - The animal must be obedient and under the owner's control at all times.
 - The animal should not interact with other people unless alerting for an emergency.

- The animal's daily living needs should be addressed outside of the library building.
- Pets and all other non-service animals are not allowed in the library.
- Animals may not be left unattended outside the library.

Exceptions and Accommodations

Exceptions/Accommodations to the Library User Responsibility and Conduct Policy will be at the discretion of the Library Director or a Library Supervisor. Exceptions/Accommodations will be designed to increase the accessibility of the library but will not negatively impact other users' library experience.

Notification and Enforcement Process

Users will be notified if they are violating the policy and will have the opportunity to correct the behavior. Repeat policy violations may result in a request to leave library property or revocation of library privileges.

Users' library privileges can be limited at the discretion of the Library Director or a Library Supervisor.

If necessary, the Library Director will request the Bastrop Police Department issue a criminal trespass citation in order to enforce the withdrawal of library privileges.

Reevaluation of Library User Responsibility and Conduct Policy

The Bastrop Public Library User Responsibility and Conduct Policy is reviewed every three years so that it adequately reflects changes in the library's goals and the community's needs. Notwithstanding the foregoing, the City of Bastrop may amend the policy at any time as appropriate. The staff may bring forward issues and recommendations for the Director's consideration as part of the amendment process for the policy.



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-13 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gary Moss, to the Historic Landmark Commission Place 5, as representative of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2024-13 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gary Moss, to the Historic Landmark Commission Place 5, as representative of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS :

- Resolution

RESOLUTION NO. R-2024-13

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF GARY MOSS, TO THE HISTORIC LANDMARK COMMISSION PLACE 5, AS REPRESENTATIVE OF THE PLANNING AND ZONING COMMISSION, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, Mayor Lyle Nelson has appointed Gary Moss to Place 5 of the Historic Landmark Commission, as representative of the Planning and Zoning Commission; and

WHEREAS, City Council must confirm these appointments as required by the City Charter.

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

Section 1: That Mayor Lyle Nelson has appointed Gary Moss to Place 5 of the Historic Landmark Commission, as representative of the Planning and Zoning Commission; and

Section 2: That the City Council of the City of Bastrop confirms Mayor Nelson's appointment of Gary Moss to Place 5 of the Historic Landmark Commission, as representative of the Planning and Zoning Commission.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of January 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-14 of the City Council of the City of Bastrop, Texas appointing Lyle Nelson and Krystal Grimes as the City's liaisons to the newly created Bastrop County Public Health Department Task Force, as authorized by Section 3.01 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Section 3.01, of the City Charter authorizes the City Council to provide for boards and commissions and appoint members.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2024-14 of the City Council of the City of Bastrop, Texas appointing Lyle Nelson and Krystal Grimes as the City's liaisons to the newly created Bastrop County Public Health Department Task Force, as authorized by Section 3.01 of the City's Charter, and establishing an effective date.

ATTACHMENTS :

- Resolution

RESOLUTION NO. R-2024-14**APPOINTMENTS TO PUBLIC HEALTH DEPARTMENT TASK FORCE****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPOINTING LYLE NELSON AND KRYSTAL GRIMES AS THE CITY'S LIAISONS TO THE NEWLY- CREATED BASTROP COUNTY PUBLIC HEALTH DEPARTMENT TASK FORCE**

WHEREAS, Section 3.01 of the City Charter authorizes the City Council to provide for boards and commissions and appoint members; and

WHEREAS, in 2023 Bastrop County created a Health Department and now seeks membership for a Bastrop County Public Health Department Task Force; and

WHEREAS, Mayor Lyle Nelson has offered himself to serve in the capacity of a local elected official, and has nominated Krystal Grimes to serve in the capacity as a community leader on the Task Force.

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

Section 1: The City Council hereby appoints as their representatives on the Bastrop County Public Health Department Task Force: (a) Mayor Lyle Nelson as a local elected official, and (b) Krystal Grimes as a community leader; and

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 is so resolved.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop this, the 23rd day of January 2024.

Item 9D.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 24, 2023

TITLE:

Consider and act to amend the Hotel Occupancy Tax (HOT) fund budget by increasing it by an amount not to exceed \$250,000 to cover emergency repair expenses to the Visitor Center and Museum located at 904 Main, Bastrop, Texas.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The Museum and Visitor center operates out of a city owned facility and pays an annual lease of \$10. The lease is triple net meaning the Museum and Visitor Center pays rent, upkeep, and any property tax associated with the building.

The Visitor Center receives \$187,434 from Hotel Occupancy Funds and the Museum receives \$101,673 and raises other dollars through donation, admissions, and other fees.

The entities both occupy a city owned facility and no additional dollars have been allocated either through the entity or the city for necessary upkeep and repair and as a result, the building needs many repairs totaling over \$505,000 including the addition of a fire suppression system totaling \$120,000 or 24% of the need.

The HOT fund has \$1.9M in restricted fund balance. It is restricted because it can only be used for HOT approved items.

FISCAL IMPACT:

Amend the HOT budget by increasing expenditure by \$250,000 and moving \$250,000 from the unappropriated fund balance.

RECOMMENDATION:

Approve the expenditures and create a capital replacement fund for 904 Main. The remaining \$255,000 in repairs can be covered over the next 3-5 years.

ATTACHMENTS:

1. Lease
2. Budget
3. Maintenance and Repairs (projected)



City of Bastrop, TX

Item 9E.
Budget Report
Account Summary

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance (Unfavorable)	Percent Remaining
Fund: 501 - HOTEL/MOTEL TAX FUND							
Revenue							
Department: 00 - NON-DEPARTMENT							
Division: 00 - NON-DIVISION							
501-00-00-4007	MOTEL/HOTEL TAX RECEIPTS	4,000,000.00	4,000,000.00	18,930.68	624,977.40	-3,375,022.60	84.38 %
501-00-00-4023	SPECIAL EVENT PERMIT FEE	2,000.00	2,000.00	0.00	200.00	-1,800.00	90.00 %
501-00-00-4030	CATERING PERMITS -CC	0.00	0.00	0.00	952.00	952.00	0.00 %
501-00-00-4043	CC - SPONSORED EVENT	20,000.00	20,000.00	1,355.61	7,251.45	-12,748.55	63.74 %
501-00-00-4044	MS - SPONSORED EVENT	22,500.00	22,500.00	0.00	0.00	-22,500.00	100.00 %
501-00-00-4047	CC- RENTAL REVENUE	250,000.00	250,000.00	5,455.00	45,634.00	-204,366.00	81.75 %
501-00-00-4048	CATERING SERVICES	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
501-00-00-4400	INTEREST INCOME	85,000.00	85,000.00	0.00	22,186.44	-62,813.56	73.90 %
501-00-00-4460	DMO ADMIN SERVICES	11,040.00	11,040.00	0.00	2,760.00	-8,280.00	75.00 %
501-00-00-4493	BEDC ADMIN SERVICES	50,000.00	50,000.00	0.00	12,500.04	-37,499.96	75.00 %
	Division: 00 - NON-DIVISION Total:	4,441,540.00	4,441,540.00	25,741.29	716,461.33	-3,725,078.67	83.87%
	Department: 00 - NON-DEPARTMENT Total:	4,441,540.00	4,441,540.00	25,741.29	716,461.33	-3,725,078.67	83.87%
	Revenue Total:	4,441,540.00	4,441,540.00	25,741.29	716,461.33	-3,725,078.67	83.87%
Expense							
Department: 80 - HOTEL/MOTEL TAX FUN							
Division: 00 - NON-DIVISION							
501-80-00-5505	PROFESSIONAL SERVICES	477,910.00	502,910.00	5,938.41	33,390.20	469,519.80	93.36 %
501-80-00-5525	LEGAL SERVICES	2,000.00	2,000.00	0.00	925.45	1,074.55	53.73 %
501-80-00-5560	ADMIN SUPPORT	60,757.00	60,757.00	0.00	15,189.24	45,567.76	75.00 %
501-80-00-5564	BASTROP HISTORICAL SOCIETY	187,434.00	101,673.00	25,418.25	50,836.50	50,836.50	50.00 %
501-80-00-5566	BASTROP OPERA HOUSE	169,991.00	169,991.00	0.00	169,991.00	0.00	0.00 %
501-80-00-5575	VISITOR CENTER	101,673.00	187,434.00	46,858.50	93,717.00	93,717.00	50.00 %
501-80-00-5576	DESTINATION MARKETING CORP	1,293,700.00	1,293,700.00	0.00	323,425.00	970,275.00	75.00 %
501-80-00-5578	LOST PINES ART LEAGUE	149,109.00	149,109.00	37,277.25	74,554.50	74,554.50	50.00 %
501-80-00-5667	SPECIAL EVENT EXPENSE	0.00	0.00	0.00	25,000.00	-25,000.00	0.00 %
501-80-00-8123	TRANS OUT-DEBT SERV (CC BONDS)	518,000.00	518,000.00	0.00	518,000.00	0.00	0.00 %
	Division: 00 - NON-DIVISION Total:	2,960,574.00	2,985,574.00	115,492.41	1,305,028.89	1,680,545.11	56.29%
	Department: 80 - HOTEL/MOTEL TAX FUN Total:	2,960,574.00	2,985,574.00	115,492.41	1,305,028.89	1,680,545.11	56.29%
Department: 85 - HOSPITALITY & DOWNTOWN							
Division: 75 - CONVENTION CENTER							
501-85-75-5101	OPERATIONAL SALARIES	208,789.00	208,789.00	7,022.75	51,225.96	157,563.04	75.47 %
501-85-75-5116	LONGEVITY	1,626.00	1,626.00	0.00	1,468.25	157.75	9.70 %
501-85-75-5117	OVERTIME	0.00	0.00	0.00	6,876.35	-6,876.35	0.00 %
501-85-75-5150	SOCIAL SECURITY	15,974.00	15,974.00	531.62	4,517.26	11,456.74	71.72 %
501-85-75-5151	RETIREMENT	26,324.00	26,324.00	945.30	7,521.28	18,802.72	71.43 %
501-85-75-5155	GROUP INSURANCE	35,409.00	35,409.00	1,082.81	7,332.34	28,076.66	79.29 %
501-85-75-5156	WORKERS COMPENSATION	0.00	0.00	0.00	867.56	-867.56	0.00 %
501-85-75-5201	SUPPLIES	15,000.00	15,000.00	0.00	1,620.51	13,379.49	89.20 %
501-85-75-5203	POSTAGE	100.00	100.00	0.00	0.00	100.00	100.00 %
501-85-75-5207	COMPUTER EQUIP	500.00	500.00	0.00	0.00	500.00	100.00 %
501-85-75-5217	JANITORIAL SUPPLIES	14,000.00	14,000.00	0.00	345.70	13,654.30	97.53 %
501-85-75-5222	EQUIPMENT	12,000.00	12,000.00	0.00	2,359.00	9,641.00	80.34 %
501-85-75-5228	SMALL TOOLS	500.00	500.00	0.00	0.00	500.00	100.00 %
501-85-75-5240	FUEL	200.00	200.00	0.00	114.08	85.92	42.96 %
501-85-75-5320	EQUIPMENT MAINT	6,300.00	6,300.00	0.00	149.50	6,150.50	97.63 %
501-85-75-5340	VEHICLE MAINT	150.00	150.00	0.00	0.00	150.00	100.00 %
501-85-75-5345	BUILDING MAINT	20,000.00	20,000.00	0.00	656.38	19,343.62	96.72 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
501-85-75-5346	GROUNDS MAINT	20,000.00	20,000.00	0.00	1,060.50	18,939.50	94.70 %
501-85-75-5401	COMMUNICATIONS	24,000.00	24,000.00	1,000.00	2,038.50	21,961.50	91.51 %
501-85-75-5403	UTILITIES	23,100.00	23,100.00	2,336.01	7,491.08	15,608.92	67.57 %
501-85-75-5505	PROFESSIONAL SERVICES	28,000.00	28,000.00	1,125.00	7,160.00	20,840.00	74.43 %
501-85-75-5507	CREDIT CARD PROCESSING	3,500.00	3,500.00	0.00	516.43	2,983.57	85.24 %
501-85-75-5515	UNIFORMS	500.00	500.00	0.00	119.97	380.03	76.01 %
501-85-75-5540	PROPERTY/LIABILITY INS	6,500.00	6,500.00	0.00	2,177.29	4,322.71	66.50 %
501-85-75-5560	ADMIN SUPPORT	215,083.00	215,083.00	0.00	53,770.74	161,312.26	75.00 %
501-85-75-5570	EQUIPMENT RENTAL	7,500.00	7,500.00	0.00	286.22	7,213.78	96.18 %
501-85-75-5601	ADVERTISING	16,500.00	16,500.00	0.00	1,397.49	15,102.51	91.53 %
501-85-75-5605	TRAVEL & TRAINING	4,000.00	4,000.00	0.00	952.29	3,047.71	76.19 %
501-85-75-5615	DUES & SUBSCRIPTIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
Division: 75 - CONVENTION CENTER Total:		707,555.00	707,555.00	14,043.49	162,024.68	545,530.32	77.10%
Division: 80 - MAIN STREET							
501-85-80-5101	OPERATIONAL SALARIES	117,225.00	117,225.00	3,488.03	28,837.14	88,387.86	75.40 %
501-85-80-5116	LONGEVITY	180.00	180.00	0.00	155.00	25.00	13.89 %
501-85-80-5117	OVERTIME	0.00	0.00	0.00	264.88	-264.88	0.00 %
501-85-80-5150	SOCIAL SECURITY	8,969.00	8,969.00	264.85	2,231.77	6,737.23	75.12 %
501-85-80-5151	RETIREMENT	14,688.00	14,688.00	474.43	3,699.77	10,988.23	74.81 %
501-85-80-5155	GROUP INSURANCE	19,402.00	19,402.00	406.38	3,258.80	16,143.20	83.20 %
501-85-80-5201	SUPPLIES	4,300.00	4,300.00	0.00	85.73	4,214.27	98.01 %
501-85-80-5203	POSTAGE	100.00	100.00	0.00	0.00	100.00	100.00 %
501-85-80-5230	FORMS	7,500.00	7,500.00	0.00	989.64	6,510.36	86.80 %
501-85-80-5401	COMMUNICATIONS	900.00	900.00	0.00	0.00	900.00	100.00 %
501-85-80-5505	PROFESSIONAL SERVICES	195,000.00	195,000.00	0.00	11,678.24	183,321.76	94.01 %
501-85-80-5560	ADMIN SUPPORT	15,587.00	15,587.00	0.00	3,896.76	11,690.24	75.00 %
501-85-80-5601	ADVERTISING	53,250.00	53,250.00	0.00	0.00	53,250.00	100.00 %
501-85-80-5602	PROMOTIONAL ACTIVITIES	14,500.00	14,500.00	0.00	4,780.62	9,719.38	67.03 %
501-85-80-5604	BUSINESS DEVELOPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
501-85-80-5605	TRAVEL & TRAINING	6,250.00	6,250.00	0.00	1,797.75	4,452.25	71.24 %
501-85-80-5615	DUES & SUBSCRIPTIONS	2,010.00	2,010.00	0.00	935.00	1,075.00	53.48 %
501-85-80-5620	SPONSORED EVENTS	35,500.00	35,500.00	0.00	9,326.21	26,173.79	73.73 %
501-85-80-5920	DOWNTOWN BEAUTIFICATION	33,500.00	33,500.00	0.00	2,778.99	30,721.01	91.70 %
Division: 80 - MAIN STREET Total:		531,861.00	531,861.00	4,633.69	74,716.30	457,144.70	85.95%
Department: 85 - HOSPITALITY & DOWNTOWN Total:		1,239,416.00	1,239,416.00	18,677.18	236,740.98	1,002,675.02	80.90%
Department: 86 - ART IN PUBLIC PLACES							
Division: 00 - NON-DIVISION							
501-86-00-5203	POSTAGE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
501-86-00-5320	EQUIPMENT MAINTENANCE	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
501-86-00-5505	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
501-86-00-5540	PROPERTY/LIAB INSURANCE	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
501-86-00-5561	CONTRACTED SERVICES	40,000.00	40,000.00	0.00	12,500.00	27,500.00	68.75 %
501-86-00-5667	SPECIAL PROJECTS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Division: 00 - NON-DIVISION Total:		55,500.00	55,500.00	0.00	12,500.00	43,000.00	77.48%
Department: 86 - ART IN PUBLIC PLACES Total:		55,500.00	55,500.00	0.00	12,500.00	43,000.00	77.48%
Department: 87 - RODEO ARENA							
Division: 00 - NON-DIVISION							
501-87-00-5403	UTILITIES	3,296.00	3,296.00	256.83	660.02	2,635.98	79.98 %
501-87-00-5505	PROFESSIONAL SERVICES	0.00	0.00	0.00	5,700.00	-5,700.00	0.00 %
Division: 00 - NON-DIVISION Total:		3,296.00	3,296.00	256.83	6,360.02	-3,064.02	-92.96%
Department: 87 - RODEO ARENA Total:		3,296.00	3,296.00	256.83	6,360.02	-3,064.02	-92.96%
Expense Total:		4,258,786.00	4,283,786.00	134,426.42	1,560,629.89	2,723,156.11	63.57%
Fund: 501 - HOTEL/MOTEL TAX FUND Surplus (Deficit):		182,754.00	157,754.00	-108,685.13	-844,168.56	-1,001,922.56	635.12%
Report Surplus (Deficit):		182,754.00	157,754.00	-108,685.13	-844,168.56	-1,001,922.56	635.12%

Group Summary

Divisio...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 501 - HOTEL/MOTEL TAX FUND						
Revenue						
Department: 00 - NON-DEPARTMENT						
00 - NON-DIVISION	4,441,540.00	4,441,540.00	25,741.29	716,461.33	-3,725,078.67	83.87%
Department: 00 - NON-DEPARTMENT Total:	4,441,540.00	4,441,540.00	25,741.29	716,461.33	-3,725,078.67	83.87%
Revenue Total:	4,441,540.00	4,441,540.00	25,741.29	716,461.33	-3,725,078.67	83.87%
Expense						
Department: 80 - HOTEL/MOTEL TAX FUN						
00 - NON-DIVISION	2,960,574.00	2,985,574.00	115,492.41	1,305,028.89	1,680,545.11	56.29%
Department: 80 - HOTEL/MOTEL TAX FUN Total:	2,960,574.00	2,985,574.00	115,492.41	1,305,028.89	1,680,545.11	56.29%
Department: 85 - HOSPITALITY & DOWNTOWN						
75 - CONVENTION CENTER	707,555.00	707,555.00	14,043.49	162,024.68	545,530.32	77.10%
80 - MAIN STREET	531,861.00	531,861.00	4,633.69	74,716.30	457,144.70	85.95%
Department: 85 - HOSPITALITY & DOWNTOWN Total:	1,239,416.00	1,239,416.00	18,677.18	236,740.98	1,002,675.02	80.90%
Department: 86 - ART IN PUBLIC PLACES						
00 - NON-DIVISION	55,500.00	55,500.00	0.00	12,500.00	43,000.00	77.48%
Department: 86 - ART IN PUBLIC PLACES Total:	55,500.00	55,500.00	0.00	12,500.00	43,000.00	77.48%
Department: 87 - RODEO ARENA						
00 - NON-DIVISION	3,296.00	3,296.00	256.83	6,360.02	-3,064.02	-92.96%
Department: 87 - RODEO ARENA Total:	3,296.00	3,296.00	256.83	6,360.02	-3,064.02	-92.96%
Expense Total:	4,258,786.00	4,283,786.00	134,426.42	1,560,629.89	2,723,156.11	63.57%
Fund: 501 - HOTEL/MOTEL TAX FUND Surplus (Deficit):	182,754.00	157,754.00	-108,685.13	-844,168.56	-1,001,922.56	635.12%
Report Surplus (Deficit):	182,754.00	157,754.00	-108,685.13	-844,168.56	-1,001,922.56	635.12%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
501 - HOTEL/MOTEL TAX FUND	182,754.00	157,754.00	-108,685.13	-844,168.56	-1,001,922.56
Report Surplus (Deficit):	182,754.00	157,754.00	-108,685.13	-844,168.56	-1,001,922.56

Museum & Visitor Center Capital Needs**Critical Path**

	Maintenance Need	Est Cost	Year	Safety of People	Safety of Objects	Maint.
1	Replace leaking roof with bitumen	\$20,720	1	x	x	x
2	Repair exterior door- parking	\$860	1	x	x	x
3	Replace rotten wood-ceiling supports	\$2,165	1	x	x	x
4	Repair water damaged drywall-exhibit closet	\$810	1	x	x	x
5	Replace & expand VC work area for safety exit	\$18,500	1	x		
6	Install safety railing at exterior ramp	\$3,330	1	x		
7	Duct modification and relocation of leaking dehumidifer	\$4,355	1		x	
8	Replace 4 ton AC unit- theatre	\$10,667	1	x	x	x
9	Paint exterior	\$8,220	1			x
10	Repair plumbing leaks	\$1,140	1	x		x
11	Replace dead electric plugs	\$414	1	x		x
12	Replace broken outside signage	\$6,050	1			x
13	Relocate fire truck	\$20,000	1			x
14	Install fire suppression	\$120,000	2	x	x	
15	Replace water heater	\$1,480	2			x
16	Replace discontinued & damaged ceiling tiles	\$26,000	2			x
17	Duct cleaning/sanitizing of existing mold	\$1,890	3	x	x	x
18	Install electronic rekey building	\$55,000	3	x	x	x
19	Replace archival lighting system	\$25,000	3		x	x
20	Bathroom sink replacement	\$700	3	x		x
21	Install mini split AC unit- VC bathrooms	\$11,455	3	x		x
22	Replace discontinued and damaged carpet	\$14,050	3		x	x
23	Grout visitor center floor	\$3,000	3			x
	Universal Project Costs					
24	Project Manager (part time- three years)	\$150,000				
25	Contingency- 15%	\$75,871				
	TOTAL ESTIMATE COST	\$505,806				

THE STATE OF TEXAS	§	MUNICIPAL LAND/FACILITY
COUNTY OF BASTROP	§	LEASE AND CONSTRUCTION
CITY OF BASTROP	§	FUNDING AGREEMENT

This is a Lease and Construction Funding Agreement ("Lease" or "Agreement") made this 28th day of April 2009 ("Effective Date"), by and between the City of Bastrop hereinafter referred to as "City" or "Lessor", the owner of the real property and improvements (locally known as the "Old City Hall") located at 904 Main Street, Bastrop, Texas ("Property"), and the Bastrop County Historical Society, hereinafter referred to as "Society" or "Lessee" a 501(c)(3) organization operating pursuant to the Laws of Texas.]. The purpose of this Lease is for Lessee to lease real property and the improvements thereon for the renovation and construction of a new facility to be used as the Bastrop Historical Museum ("Museum") and Bastrop Old Town Visitor Center ("Center"), upon terms and conditions agreeable to the Parties. The City and the Society may be jointly referred to herein as "Parties" and singularly as "Party." The Museum and the Center and the structures housing same, and appurtenances appertaining thereto, may be jointly referred to herein as the "Improvements," and/or "Leased Premises." The definitional titles referred to herein are for purposes of the Agreement, and the Parties acknowledge the Society may desire to 're-name' the Museum and/or Center in the future, which re-naming may be done upon notice to the City.

RECITALS

The City and the Society find it mutually advantageous for the Society to renovate and repurpose the City owned structure, locally known as the "Old City Hall" into a facility featuring a Historic Museum to house historical artifacts and documents related to Bastrop County and the City, and to house and operate the Bastrop Old Town Visitor's Center that will provide information regarding the community of Bastrop to visitors and tourists. (Referred to herein as the "Project").

At the time of this Agreement, the City is in the initial stages of planning and construction a new City Hall Facility at another location. While definite dates related to that effort have not been established, it is the City's goal, at this time, to occupy the new City Hall Facility within approximately eighteen (18) months of the date of this Agreement. However, the Parties agree that nothing contained herein is intended to or will obligate the City to vacate the Old City Hall on any date specific. The City will keep the Society apprised of progress on the planning, design and construction of the new City Hall facility. Conversely, the Society will keep the City apprised of the status of its fundraising efforts as they relate to the Capital Campaign Account, by providing the City Manager with periodic written reports on the status of the Society's fund raising efforts.

In preparation for this Project, the Parties have cooperated in gathering information, prepared a survey of the Leased Premises and conducted various studies and evaluations of the property and structures (such as a Phase I Environmental Assessment and Asbestos Survey) to determine the condition of the Old City Hall and the overall feasibility of the Project.

Historical Museum Land and Improvements Lease Agreement
Lessor- City of Bastrop, Texas & Lessee - BCHS

To accomplish the goals of the City and the Society, the Society has agreed to undertake a major renovation of the Old City hall, to make it suitable for the public uses and purposes stated herein. To assist with this effort, the City has agreed to provide conditional funding from the City's HOT revenue fund, as set forth in more detail herein below.

Further, in order to accomplish the goals of the City and the Society, the Parties agree it is necessary to enter into this Agreement, which addresses: (1) the terms of the lease from the City to the Society of the City's property, and (2) the terms related to funding contributions by the City and the construction of the renovated/repurposed facility by the Society.

NOW THEREFORE, for consideration acknowledged to be adequate and sufficient, the Parties hereby agree as follows:

THE LEASE

ARTICLE I. LEASED PREMISES AND PRIVILEGES

- 1.01 Leased Premises. For and in consideration of the term, conditions and covenants of this Lease to be performed by Lessee, City hereby leases, demises and lets unto Lessee, on the Lease Initiation Date noted herein in Sec. 3.01, certain real property known locally as the Old City Hall, physically located at 904 Main Street, Bastrop, Texas, as shown on attached Exhibit "A," which is incorporated herein for all purposes (the "Leased Premises.") The Parties specifically agree and acknowledge that no other real property or improvements other than those specifically identified on Exhibit "A" and the Improvements to be constructed therein as per this Lease, are subject to this Lease. The Leased Premises is generally comprised of: (1) real property with an area covering 0.227 acres, and (2) an existing structure (i.e., the Old City Hall) of approximately 4634 [see 8.01, 4875 includes non HVAC] square feet of HVAC and storage space, which will ultimately become the renovated and expanded structure (i.e., construction of the elevator core, as per Sec. 8.01, below) that will be occupied by Lessee.
- 1.02 Use of Premises. Beginning on the Lease Initiation Date, Lessee shall be entitled to occupy the Lease Premises to renovate/reconstruct the existing Old City Hall located on the Leased Premises, pursuant to City approval, as detailed herein below, for the sole purposes of: (1) operating and maintaining an historical museum open to the public ("Museum"), (2) operating a museum retail shop limited to selling materials and publications related to the museum, and (3) operating the Bastrop Old Town Visitor Center ("Center"), under the terms and provision more fully set forth herein. Except as noted in more detail herein, in Section 4.14, below, Lessee is prohibited from using the Leased Premises for any purpose that is not in the best interest of the City's and consistent with the Society's mission, without obtaining prior City Council permission for such additional uses. Prior to any use not authorized herein, Lessee shall first secure the written consent of City. Lessee warrants, covenants and agrees that it shall not occupy or use the Leased Premises for any other purposes and, further, acknowledges and agrees that such use could result in automatic termination of the Lease in accordance with Article 7.01. Further, Lessee agrees that, at all times, the use of the Leased Premises shall be in conformity with all existing applicable ordinances, rules and

regulations of City, all future ordinances, rules and regulations of City necessary for health, safety and welfare of the public, and in conformity with all statutes, ordinances, regulations or other requirements of any government authority having jurisdiction over the Leased Premises. Lessee shall not make or permit any use of the Leased Premises which constitutes a public or private nuisance as a direct result of scheduled activities/functions or which may render void, voidable or unenforceable any insurance in force, pursuant to the provisions of this Agreement.

- 1.03 Access to Lessor; Authority and Quiet Possession. During all periods of this Lease, Lessee shall allow immediate, open and unfettered access to the Leased Premises by Lessor for inspection, upon request of Lessor. The Parties acknowledge and agree that the City has full right and lawful authority to enter into and perform the City's obligations under this Lease for the full term of the lease.

City covenants that if Lessee shall discharge the obligations herein set forth to be performed by Lessee, Lessee shall have and enjoy, during the term hereof, and all extensions hereinafter provided, quiet and undisturbed possession of the Leased Premises and all appurtenances appertaining thereto, together with the right to occupy and use the Leased Premises as contemplated herein. Provided, however, that this Lease is subject to the legal right of the City, as provided herein below in Section 7.09, related to overarching public need or necessity.

- 1.04 Ownership of Leased Premises and Improvements. The Parties acknowledge and agree that the City shall have, at all times, the exclusive ownership right to the Leased Premises, all Improvements and the appurtenances thereto, at all times and, further, that Lessee's rights under this Agreement are strictly limited to those of a tenant with temporary use and occupation rights as set forth herein.
- 1.05. Ownership of the Collection. The Parties acknowledge and agree that the Society shall have, at all times, the exclusive ownership right to the artifacts, object documents and items that make up the Museum's permanent collection ("Collection"), except for any items that explicitly belong to the City (or others, such as collections on loan), that are housed by the Society in the Museum.

ARTICLE II. COMPENSATION FOR LEASE

- 2.01 Rent. Beginning on the Lease Initiation Date, Lessee shall pay Rent in the sum of \$10.00/per year for said Leased Premises with the first and last year's rental paid in advance. Thereafter such rental shall be paid annually, in advance, due and payable on the first of each year, following the Lease Initiation Date.
- 2.02 Delinquent Payment/Place of Payment. Lessee agrees that all rental payments are due and payable and shall be paid by Lessee without demand or notice in writing from City. Failure of Lessee to pay any rental may, at the City's discretion, constitute Lessee's default of this Lease, unless expressly waived, in writing, by the Lessor.

All payments made hereunder by Lessee shall be made to City at the offices of the City of Bastrop; Attn: City Manager; P. O. Box 427; Bastrop, TX 78602, unless notified in writing to the contrary by City.

ARTICLE III. COMMENCEMENT, TERM AND TERMINATION OF LEASE

- 3.01 Lease Initiation Date. The Lease Initiation Date shall be sixty (60) days following the City's vacation of the Leased Premises. ["Lease Initiation Date"]
- 3.02 Term of Lease. The term of this Lease for the property described in Exhibit "A", shall commence on the Lease Initiation Date and shall continue for twenty (20) years ("Primary Term") unless sooner terminated or extended as hereinafter provided. At the expiration of the Primary Term of this Lease, and Lessee not being in default in any rental payments required to be paid and/or other obligations required of Lessee by the terms of this Lease, the City may, at its sole discretion, approve (if requested in writing by Lessee), subsequent renewals of the Lease for two (2) additional ten (10) year terms. ("Renewal Terms"), which Renewal Terms shall commence on the day following the expiration of the Primary Term or the preceding Renewal Term. Any Renewal Term shall be based upon the conditions specified herein; any additional or amended requirements set by the Lessor for the Extended Term(s) and upon the rental schedule, as stated herein, unless otherwise agreed to by the Parties at the time of the Renewal. Lessee shall give to City notice of its intention to request an option for any Renewal, in writing, on or before one hundred twenty (120) days prior to the end of the Primary Term or subsequently approved Renewal Terms. Lessee's failure to provide this notice shall be deemed to be notice to City that Lessee desires not to renew, and thus, no renewal shall occur.

The Parties acknowledge and agree that all permanent Improvements and appurtenances thereto located on the Leased Premises, as well as the Leased Premises itself are owned exclusively by the City.

The Parties agree that Lessee shall timely and peaceably vacate the Premises within ninety (90) days of the termination or expiration of the applicable Lease period with any "holding over" to be as a tenant at will.

- 3.03 Holding Over. Any holding over by Lessee after the expiration or termination of this Lease, including the agreed upon time to vacate noted in 3.02, supra, in whatever manner its termination may be brought about, shall not operate as a renewal of this Lease, but during the period of such holding over Lessee shall be a holdover tenant at will of City and shall pay to City a Hold Over Rental of \$100.00, per day, for each day Lessee occupies the Leased Premises after the termination of this Lease.

Notwithstanding anything herein, the City retains all rights allowable by law and equity to remove Lessee from the Leased Premises and recover damages, in the event such action is necessary to protect the best interest of the public, in the City's sole discretion.

- 3.04 Termination for Failure to Operate Museum and Center. In the event that Society fails to meet any of its obligations as set forth in this Agreement and Exhibits attached hereto, or ceases to operate the Leased Premises as a Museum and Visitor's Center in accord with the City's standards for same, then the Lease shall terminate and control of the

Leased Premises and Improvements thereon shall revert solely to the City, subject to the City's Buy-Out Obligations, as detailed in Article IX, and the Default and Opportunity to Cure, as detailed in Article VII 7.01, below.

ARTICLE IV. COVENANTS AND CONDITIONS

- 4.01 Non-Discrimination. The Lessee, for itself, its personal representatives, successors in interest, and approved assigns, if any, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- (A) No person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in, denied the benefits or, or be otherwise subjected to discrimination under any program or activity that shall occur on the Leased Premises; and,
 - (B) That in the renovation of the Old City Hall and/or the construction of any improvements on, over, or under the Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, sex, religion or nation origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - (C) That the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Code of Federal Regulations, Title 49, Transportation Subtitle A, Office of the Secretary of Transportation, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, Section 21.5 Discrimination prohibited; and
 - (D) That the Lessee shall at all times use the Leased Premises in compliance with all Non-Discrimination policies, laws and regulations either in effect at the present time or those promulgated in the future, of the United States of America, the State of Texas, the City of Bastrop, or their successors.
- 4.02 Abide by All Laws. Lessee agrees to abide by all laws, statutes, policies, ordinances, rules and regulations of the United States, the State of Texas, the City of Bastrop and of all other duly constituted public authorities having jurisdiction. No provision in this Lease Agreement shall be construed as being in conflict with same.
- 4.03 Non-Assignment/Subletting. Lessee may not assign this Lease or sublease any part or the entire Leased Premises or Improvements without the prior written consent of the City. Any attempt to do so without City's consent shall be null and void. Neither the acceptance or rent from any assignee or sublessee, nor the passage of time after any such assignment or sublease, shall constitute a waiver of this express prohibition. City's written approval to any particular such assignment or sublease shall not constitute City's approval of any subsequent assignment or sublease and shall not relieve Lessee from the performance of its obligations hereunder, including, but not limited to, the payment of Rent.

- 4.04 Acceptance of Premises. Lessee agrees to accept and occupy the Leased Premises and all improvements thereon on an "**AS IS**" basis; further, City hereby disclaims, and Lessee accepts such disclaimer, as to warranty, either express or implied, of the condition, use, or fitness for purpose of the Leased Premises and all existing or future Improvements thereon. Except as specifically detailed herein in Article VIII, related to construction contributions by the City, Lessee assumes full responsibility for any renovations, repairs and/or construction, at its own and sole expense, as may be necessary for the safe and/or efficient use of the Leased Premises and Improvements and to furnish any equipment necessary to properly use the Leased Premises and operate the Museum and Visitor's Center thereon.
- 4.05 Utilities. Lessee agrees to pay all charges for gas, water, wastewater, electricity, telephone, telecommunication services and other utilities used on or furnished to the Leased Premises.
- 4.06 Operation and Maintenance of Leased Premises and Improvements by Lessee. Lessee agrees to be responsible for all operations, maintenance and repair of all items on the Leased Premises including all Improvements, buildings, structures, grounds, pavements, utilities, grass cutting, landscaping, trash collection and removal and all other maintenance requirements that may arise. Lessee agrees that the Property, together with all Improvements, shall be maintained in a safe, clean and attractive condition at all times. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of Lessee's activities. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, crates, packing materials or other similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.
- Lessee herein agrees not to utilize or permit others to utilize areas on the Leased Premises which are located on the outside of the Leased Premises in any manner that would distract from the appearance of, access to, or utility of the Leased Premises and Improvements.
- 4.07 Taxes. Lessee agrees to pay, in addition to the Rent provided for herein, all taxes, including general and special assessments, ad valorem taxes and other charges of any kind levied on or assessed on the Leased Premises and all interests in the premises and all improvements and other property on them during the Lease term(s), whether belonging to Lessee or City, if any are assessed. Lessee will pay all taxes, charges and assessments directly to the public officer charged with their collection not fewer than fifteen (15) days before they become delinquent, and Lessee will indemnify City and hold it harmless from all such taxes, charges and assessments, if any. Lessee may, in good faith at its own expense, contest any such taxes, charges and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

- 4.08 No Liens. Lessee covenants and guarantees that it shall take no action that shall result in the imposition of any lien, including mechanic and materialmen's liens, upon the Leased Premise, Property or Improvements, without the express written permission of the City.
- 4.09 Operation/Staffing. Lessee acknowledges and agrees that it shall be solely responsible for employing, compensating or otherwise obtaining (e.g., through hiring and/or volunteer efforts) staff sufficient to professionally operate the Museum and Center, during all times noted herein.
- 4.10 Hour of Operation of Museum and Center. The Lessee shall operate and properly staff the Museum and Center a minimum of twenty hours a week, and shall be open to the public a minimum of six (6) days per week. The Museum and Center may be closed on the locally recognized holidays.
- 4.11 Signage. All signage related to the Museum and Center shall be in conformance with City Code and cost for same shall be borne by the Lessee. The design of the signage shall be presented to and approved by the City Council prior to manufacture and installation.
- 4.12 Inspection. City shall have the right to enter the Leased Premises at reasonable times during normal business hours, for inspection and to make written request that repairs be made to the Premises and Improvements as may be necessary for the safe and efficient use of the Leased Premises and Improvements; or, at City's option, City shall have the right to make repairs, additions or alterations as may be necessary for the safety or preservation of the Leased Premises and Improvements at Lessee's expense.
- 4.13 Security. The Lessee shall be responsible for the installation and operation of appropriate security devices, equipment and programs for the Leased Premises and shall maintain same, in good repair through out the term of the Lease.
- 4.14 Approved Activities on Leased Premises: The Parties acknowledge and agree that the following activities will be permitted on the Leased Premises, so long as sponsored by and supervised by the Society:
- Fund raising events,
 - Ceremonial events related to Bastrop cultural and natural history,
 - Education activities related to Bastrop's cultural, fine arts and natural history,
 - Community events related to activities on Main Street and the Riverwalk,
 - Traditional music performance (with potential sale of related recordings),
 - Audio-visual performances, exhibits / events / activities / related to Texas history (if these created a "regional draw" of visitors for example), and
 - Others which are consistent with the Society's Mission and in the best interest of the City.

- 4.15 Alcoholic Beverage Service/Sales: Sale, service or availability of alcoholic beverages on the Leased Premises shall be in compliance with the then existing City polices (in concurrence with other similarly situated City owned properties), procedures and applicable Texas Alcoholic Beverage Commission (TABC) permitting/licensing regulations and laws.

ARTICLE V. INSURANCE

- 5.01 Insurance. As a condition precedent to Lessee's right to operate the Museum and Center on the Leased Premises, Lessee shall be solely responsible for and shall continuously maintain in effect during the term of this Agreement and any extension thereof, at Lessee's sole expense, the following insurance coverage:

- (A) Comprehensive General (Public) Liability Insurance. Covering the Leased Premises, the Lessee, and its activities at the Premises, including any construction performed thereon. Liability insurance limits shall be in the following minimum amounts:
- (B) Bodily Injury, including Death and Property Damage: \$1,000,000 combined single limit coverage on a per occurrence basis or on a 'claims made' basis with a \$1,000,000 aggregate limit.
- (C) Fire and extended coverage. In amounts sufficient to cover the replacement value of any building, museum displays, appurtenances or other facilities erected during this Lease or currently existing on the Property and the Leased Premises. In addition, the Lessee shall obtain insurance to cover the Society's liability on any collection or individual piece of art, artifact and/or historical object stored, displayed, or existing in the Museum at any time. This coverage shall include theft, vandalism, malicious mischief, as well as damages caused from weather conditions, and acts of God.
- (D) Collection and Contents. Lessee is solely responsible for obtaining and maintaining insurance in amounts sufficient to cover liability on all Collections, (whether permanent or on loan) and all other contents at or on the Leased Premises.
- (E) All policies shall name the City of Bastrop as an 'additional named insured' and provide for a minimum of thirty (30) days written notice to the City prior to the effective date of any cancellation, material change, or lapse of such policies.
- (F) All policies entered into by the Lessee must be approved by the City in writing prior to the execution of same to ensure that the provisions of this section are fully satisfied.

- (G) The City shall be provided with a copy of any insurance policy existing on the Leased Premises, Improvements, collections, contents, historical objects, artifacts and/or art stored or displayed in the Museum.
- (H) Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the City.
- (I) In the event of payment of any loss covered by any insurance policies, City shall be paid first by the insurance company for its loss. Lessee shall provide Certificates of Insurance and enforcement to the City for approval before work commences.
- (J) The Parties agree and acknowledge that nothing herein shall act as Lessee's waiver of subrogation to the City and its insurer.

5.02 Destruction of the Leased Premises.

If the Leased Premises, Improvements or facilities located thereon, are partially damaged by any casualty insurable under Lessee's insurance policy, Lessee shall, upon receipt of the insurance proceeds, repair the same in a manner approved by the City.

If the Leased Premises or Improvements are damaged as a result of a risk which is not fully covered by Lessee's insurance, Lessee shall either (a) repair or rebuild the damaged Improvements to the extent of available insurance proceeds, or (b) terminate this Lease and assign the insurance proceeds to City. If Lessee fails to repair or rebuild the damaged Improvements to the extent of available insurance proceeds or terminate this Lease and assign insurance proceeds to City, the City, at its sole option, shall have the right to terminate this Lease and resume sole control of the Leased Premises and Improvements thereon.

5.03 Independent Contractor. During all times that this Lease is in effect, the Parties agree that Lessee is and shall be deemed to be an independent contractor and/or operator and further, Lessee is expressly not an agent, representative, department, contractor or employee of the City with respect to Lessee's acts or omissions hereunder. It is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the Parties hereto.

5.04 Lessee expressly agrees that all art, artifacts and historical items are to be stored and/or displayed at Lessee's sole risk.

VI. INDEMNIFICATION, WAIVER AND HOLD HARMLESS

6.04 **Indemnity, Waiver and Hold Harmless.** Lessee agrees to indemnify, waive and hold harmless the City and its agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions which may arise out of or result from this Agreement and/or from Lessee's occupancy, use renovation or construction of the Leased Premises, Improvements and/or facilities, located thereon, including any and all activities arising out of or connected in anyway with or incidental to this Lease Agreement. Such indemnification shall include, but is not limited to, acts or omissions on the part of Lessee's contractors, subcontractors, employees, volunteers, agents and/or representatives. Lessee shall also indemnify City against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Leased Premises demised hereunder arising as a result of Lessee's conduct or activity.

This Indemnity, Waiver and Hold Harmless provision extends to any and all such claims, suits, demands, and/or actions regardless of the type of relief sought thereby, and whether such relief is in the form of damages, judgments, and costs and reasonable attorney's fees and expenses, or any other legal or equitable form of remedy. This Indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims by alleged at common law, or statutory or constitutional claims, or otherwise. This Indemnity provision shall apply whether the basis for the claim, suit, demand, and/or action may be attributable in whole or in part to the Lessee, or to any of its agents, servants, representatives, employees, members, volunteers, clients, trustees, patrons, visitors, contractors, and subcontractors (if any) or to anyone directly or indirectly employed by any of them. This indemnity provision shall apply whether or not any percentage of the negligence may be attributed to the City.

Further, City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects of conditions which may now exist or which may hereafter arise upon the Leased Premises or Improvements, any and all such defects being expressly waived by Lessee. Lessee understands and agrees that this Indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such claim asserted by or on behalf of Lessee or any of its members, patrons, visitors, agents, employees, contractors and subcontractors (if any).

It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of Lessee, its agents, servants, employees, volunteers, members, visitors, clients, patrons, board members, trustees, customers, contractors and subcontractors. Lessee further agrees that it shall at all times exercise reasonable precautions for the safety of, and shall be solely responsible for the safety of its agents, servants, employees, volunteers,

members, visitors, clients, patrons, board members, customers, contractors and subcontractors (if any), and/or other persons, as well as for the protection of supplies, fixtures and equipment and the property of Lessee or other persons. Lessee further agrees to comply with all applicable provisions of Federal, State, and municipal safety laws, regulations, and ordinances.

Provided further, that the Lessee and the City each agree to give the other Party prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Lessee or the City. Lessee further agrees that this Indemnity Provision shall be considered as an additional remedy to City and not an exclusive remedy.

ARTICLE VII. DEFAULT AND OPPORTUNITY TO CURE

- 7.01 If Lessee does not timely pay all Rent sums when due, or if Lessee abandons, or in the sole judgment of the City, materially neglects the Leased Premises or Improvements for a period of thirty (30) days or more, or if Lessee is not performing its obligations set forth herein, or is in breach of any terms, provisions, covenants or conditions of this Lease, then the Parties acknowledge and agree that such acts or omissions shall constitute a default by Lessee. In the event of a default or breach by the Lessee, City may immediately (or any time thereafter), initiate termination of this Lease by giving Lessee notice in writing of the default. If default continues for more than fifteen (15) days after notice was provided by the City, the City shall have the right to terminate the Lease. Provided, however, that as to those actions or circumstances which Lessee should do or discontinue doing or correct which create a danger or are detrimental to the public health, safety and welfare, the delinquency shall be cured by Lessee immediately, without need or obligation of notice by City or opportunity to cure by Lessee. Conditions or circumstances creating a dangerous situation or that otherwise imperil the health, safety and welfare of the public shall be conclusive as to Lessee if the determination that they are such is made by the State or City. The terms danger and/or detrimental as herein used, shall mean those things which do or reasonably appear to pose health, safety or welfare concerns for the public, in the discretion of the City. In the event completion of a cure of the default cannot be accomplished by Lessee within the period noted herein, but Lessee is able to demonstrate a concerted and continuous effort and material progress to correct the cure, then City may agree to extension in the length of time to cure, as determined to be reasonable in the judgment of the City.
- 7.02 In case of any default which continues for more than fifteen (15) days after notice is given as herein required, City may, at its option, instead of canceling this Lease, take possession of the Leased Premises and Improvements thereon and re-let or otherwise use or devise all interest in the same. In the event of such an uncured default, the Parties acknowledge that the Lessee shall retain ownership of the collection owned/controlled by Lessee, and City shall not take possession of same. Lessee will be given ninety (90) days to remove its collection, unless circumstances relate to a dangerous situation as noted herein above at 7.01.

Lessee hereby waives all claims for damages which maybe caused by the re-entry of City and the taking of possession of the Leased Premises or removal or storage of the furniture, fixtures, equipment and property as herein provided, and will save City harmless from any loss, costs or damages occasioned by City thereby, and no such re-entry shall be considered or construed to be a forcible entry. No such re-entry or taking possession of the Leased Premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given Lessee or unless the termination thereof be decreed by a court of competent jurisdiction.

- 7.03 Waiver of Statutory Notice to Quit. In the event City exercises its option to cancel this Lease upon the happening of any or all of the events set forth herein, a notice of cancellation given pursuant to the Lease and sent to the address specified in Section 10.06, Notice, or subsequent address provided shall be sufficient to cancel this Lease; and upon such cancellation, Lessee hereby agrees that it will forthwith surrender possession of the Leased Premises and Improvements to the City.
- 7.04 Surrender of Premises. Lessee covenants and agrees that it will, at the termination or expiration of this Lease, in whatever manner such termination may be brought about, promptly surrender and deliver the Leased Premises and Improvements to City in good condition, ordinary wear and tear and damage by any casualty excepted. Lessee, having paid all rent and not in default thereof, shall be given an reasonable time, not to exceed ninety(90) days after the termination or expiration of this Lease, to remove all of Lessee's personal property.
- 7.05 Rights of Mortgagee. Any person, corporation or institution that lends money to Lessee for construction of any structure, building or improvement and retains a security interest in said structure, building or improvement shall, upon default of Lessee's obligations to said mortgagee, have no right to enter upon said Leased Premises or Improvements nor may it operate or manage the Museum and/or Center, or other Improvement, if any.
- 7.06 Effect of Condemnation. If the whole or any part of the Leased Premises shall be condemned or taken by eminent domain proceedings by any city, county, state, federal or other authority for any purpose, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be require for any purpose and the rent shall be paid up to that day, and from that day, Lessee shall have the right to continue in the possession of the remainder of the Leased Premises under the terms herein provided, except that the rent shall be adjusted to such amount as the Parties hereto shall negotiate. All damages awarded for such taking of land for any public purpose shall be apportioned between the parties based upon their proportionate financial contribution toward the part taken in the proceeding.
- 7.07 Non-Waiver for Breach. No acceptance of Rent by City after it is due, and no delay on the part of City in enforcing any obligation of the Lessee, shall be construed as a waiver or any default then, theretofore, or thereafter existing in the performance of any other obligation undertaken by Lessee. No lawful termination of this Lease shall release Lessee from responsibility or liability to the City for rents due and unpaid, nor from the

contractual obligation to perform any and all of the covenants, agreements, or stipulations by the Lessee herein undertaken to be kept and performed.

- 7.08 Attorney Fees. If it becomes necessary for City to secure and/or use the services of an attorney or agent in order to collect any amount due hereunder, or to enforce any of the provisions hereof, Lessee agrees and binds itself to pay to City a reasonable attorney's fee and court costs, which shall bear interest from the date of its accrual at the legal rate for judgments.
- 7.09 Termination Due to Public Interest. Lessee agrees and acknowledges that because the Lease relates to publicly owned real property and structures, pursuant to State law, in the event that the governing body of the City determines that the continuation of the Lease is not in the best interest of the public, then the City may terminate the Lease, with or without cause, upon providing the Lessee with one-hundred eighty (180) days written notice of such termination, stating therein the public purpose that necessitates the termination. Compensation to Lessee due to public interest termination will be subject to the terms set forth in Article IX, "City's Buy-Out Obligations".

DEVELOPMENT AGREEMENT

ARTICLE VIII. PROJECT FUNDING AND CONSTRUCTION

- 8.01 The Project. The Parties acknowledge that as of the Effective Date of the Agreement numerous uncertainties exist related to the Project. Nevertheless, the "Project" as referred to in this Agreement means the redevelopment, reconstructing and renovation of the Old City Hall, pursuant to plans approved by the Council, similar in nature to those shown in Exhibit B, attached hereto, except that Exhibit B shows an approximately 1075 square feet western extension of the "River Room," an approximately 714 square feet exit stair adjacent to this extension, and changes in the location of the Alley, which would require future agreements between the City and Society before becoming parts of the Project.

Further, the Parties acknowledge and agree that all of the Project Components that are the subject of this Agreement are as follows:

PROJECT COMPONENTS	BUDGET ¹
Redevelop the Old City Hall into a Museum and Visitor Center	
a- Renovate existing two floor structure (4,634 HVAC Sq Ft + 240 Sq ft storage) ²	\$325,000
b- Build bathroom – elevator core (1135 sq ft + 180 sq ft covered entry) ³	\$240,000
c – Main-floor exhibit & Lower-floor work/storage space (1265 sq ft) ⁴	\$190,000
Total	\$755,000

8.02 City Contribution to Construction Costs. In support of the proposed construction of the Improvements and the operation of the Museum and Center, the City Council conditionally agrees to contribute certain HOT funds in the future, to be used solely for the construction of the Improvements, as approved by the City Council, on the Leased Premises as detailed in 8.01, supra. All other costs related to the construction of the Improvements, fixtures, displays or other interior equipment related to the Museum and Center shall be borne entirely by the Lessee. As of the Effective Date of this Agreement, the Parties anticipate that funding by both Parties will be in accord with the following:

- A. Within ten (10) business days of final execution of this Agreement by both Parties, the City will provide to Society a total of \$500,000 in HOT revenue funds, (“City’s HOT Contribution”) which shall be held by Society in a dedicated, interest bearing trust account in the City’s approved depository institution, until Society meets its funding obligations as set forth in (B) below.
- B. Upon Society’s acceptance of the HOT funds, Society shall have a maximum time of one (1) year from the date that the City vacates the Old City Hall, but in no event less than two (2) years from the date of the Effective Date of this Agreement, to fund its Capital Campaign Account (referred to herein as the “Funding Deadline”) in the minimum amount of \$250,000 (“Society’s Matching

¹ The Budget figures provided herein are those prepared and presented as a preliminary plan and budget to the City by the Society in its letter to the Mayor and Members of the City Council dated February 24, 2009, and the City has specifically relied upon same in agreeing to enter into this Agreement. Further, the Parties agree that any costs above the budgeted amounts shall be borne solely by the Society. The square footage figures are measured off drawings of the kind presented in Exhibit B, and the Budget amounts are based upon construction costs current in February 2009.

² Includes 258 sq ft of vaults at \$74 per sq. ft, excluding vaults and storage; the Society’s preliminary plan and budget assumes a modest cost for asbestos removal and other environmental mitigation.

³ Main floor bathrooms, elevator and vestibule, and lower floor elevator, additional storage and entry; at \$183 per sq. ft including covered entry.

⁴ The Society’s Preliminary plan and budget assumes normal foundation conditions, at \$150 per sq. ft..

Funds”), which amount shall be comprised of a minimum of fifty percent (50%) in cash contributions. Permissible sources of Contributions to the Capital Campaign Account include, but are not limited to: earned funds, gifts, grants, donations, either in cash or in-kind goods or services, whether from the federal, state, or county governments, foundations or other granting agencies, and businesses and other corporate entities, either for-profit or non-profit, or from individuals or the estates of individuals. Up to fifty percent (50%) of the Society’s Matching Funds may be comprised of “in-kind” contributions of goods and services, so long as such “in-kind” contributions are for services and materials that are related to the construction of Improvements, and such contributions will directly result in a reduction of the net cash cost of the Improvements. The value of the “in-kind” contributions to be credited toward the Society’s Matching Funds shall be certified to the satisfaction of the City.

- C. In the event that Society has not fully funded its Capital Campaign Account on or before the Funding Deadline set out in subsection (A) above, then Society shall return the entire City’s HOT Contribution, plus interest collected on same, to the City within five (5) business days after the deadline.
- D. Every three months during the time that the City’s HOT contribution is held in trust [i.e., prior to final release of same upon Society’s certification of having raised Society’s Matching Funds], or more frequently if requested by the City for any reason, Society shall provide to the City Manager (or his designee) a written statement from the depository institution providing the City a detailed accounting of the funds held in trust, pursuant to this Agreement.
- E. The Parties agree and acknowledge that Society is prohibited from using, accessing or otherwise expending any portions of the City’s HOT Contribution for any purpose other than construction of Improvements and before it demonstrates to the City that it has raised and has on hand 100% of Society’s Matching Funds. Failure to comply with this provision shall be deemed a material breach of this Agreement that the Parties agree and acknowledge will result in termination of the Agreement.

8.03 Contingency of HOT Funding. It is expressly agreed that by executing this Agreement with the Society, the City does not bind itself in the future as to any action or the City or City Council in connection with the alteration, repeal, amendment of funding pursuant to the Texas HOT ordinance or contribution, nor does it bind the City to future contributions of HOT funds for the Project or related activities. Such future funding will be subject to separate negotiations, discussion, grants and agreements, if any.

8.04 Fiduciary Duty of Society. It is understood and agreed by and between the Parties that a fiduciary duty is created in the Society with respect to expenditure of the Hotel Occupancy Tax (“HOT”) revenue provided by the City in accordance with this Agreement. Therefore, the Society shall provide the City Manager with periodic reports, at least every three (3) months during the term of the Agreement, on the activities that are conducted by the Society related to the Project and the Museum and Center, and

expenditures made hereunder, as well as an annual financial statement listing the expenditure made for HOT revenue provided by the City as per this Agreement. It is further agreed by the Society that it shall maintain all HOT revenue provided by the City in a separate account established for that purpose only, and that it shall not commingle that revenue with any other money or maintain it in any other account .

- 8.05 Activities Related to HOT Contribution. The Society shall obtain and provide to the City on or before May 1st, of each year (or partial year) of this Agreement after the Lessee begins to occupy the Leased Premises, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the visitors attracted to the City by the exhibits and activities of the Museum.
- 8.06 Society's Obligation to Commence and Complete Construction of Improvements. Society shall begin construction on the renovations to the Old City Hall no later than sixty (60) days after notifying the City that it has collected 100% of the Society's Matching Funds and placed them in its Capital Campaign Account, as set forth in Section 8.01(A), if at that time the City has vacated the old City hall. If the City has not yet vacated the old City Hall, then construction shall begin no later than sixty (60) days from the date the City vacated the old City Hall. On or before three (3) years after the Funding Deadline, the Society shall complete construction of all Improvements as set forth in Exhibit B, and obtain a Certificate of Occupancy for same.
- A. All improvements and alterations made by Lessee on the Leased Premises are subject to approval by City, in writing, prior to construction to determine that such construction is in accordance with the various building ordinances, electrical codes and the uses and purposes contemplated by the Lease Agreement and approved by the City.
 - B. Society shall apply and use all funds in Society's Capital Campaign Account for Improvements to the Project prior to accessing and using any portion of the City's contributed HOT funds.
 - C. In the event that at any time during the construction and renovation of the Old City Hall the Society ceases to continue work on the Project related to constructing the Improvements, then the City shall regain possession and control of the Leased Premises and the Society shall immediately return to the City all unused City HOT Contribution funds and any remaining portion of the Society's Matching Funds, which the City may use, in its sole discretion to make the Leased Premises habitable, saleable or otherwise usable for City purposes.
- 8.07 Annual Operation and Maintenance Budget. On or before June 1st of each year after the Lease Initiation Date, the Society shall prepare and present to the Council the operations and maintenance budget ("O&M Budget") for the upcoming year, detailing all anticipated expenditures and noting the source and amount of funds that will be available to pay for same. The Parties acknowledge and agree that the Society shall be solely responsible for the operations, maintenance and staffing of the Museum and Center during all terms of the Lease.

- 8.08 Society's Obligation to Fund Operations. On or before the anniversary date of this Agreement, of each year after the Lease Initiation Date, the Society shall obtain and place in a dedicated operations account funds in the minimum amount of \$50,000.00, which shall be committed solely to the annual Operation and Maintenance of the Museum and Center.
- 8.09 Nature/Scope of Construction of the Project. Lessee agrees that it shall renovate and construct Improvements on the Leased Premises generally in conformance with the proposed plans shown on Exhibit "B," but shall renovate and construct only as expressly approved by the City. No demolition, renovation or construction may be done without the express formal consent and approval of the City of the plans and designs that will be used for the Improvements. For purposes of this Agreement the Scope of Construction encompasses and is strictly limited to the construction activities and Improvements noted in 8.01 above.
- 8.10 Construction Scheduling. In consideration for the granting of this Lease for the term provided for above, Lessee agrees to renovate and/or otherwise construct on the Leased Premises a building that will house the Museum and the Center with all necessary appurtenances and improvements reasonably necessary for the efficient operation for those facilities no later than three (3) years after the Funding Deadline.
- The City Council, at its sole option, may grant an extension to the deadlines for obtaining a Building Permit or Certificate of Occupancy if the Lessee (i) makes a written request for an extension and delivers the written application for an extension together with \$100.00 non-refundable application fee to the City at least forty-five (45) days before the expiration of the deadline(s) set forth above; and (ii) provides evidence that the Lessee has made reasonable and demonstrable progress towards obtaining a Building Permit or a Certificate of Occupancy (as applicable) and documentation of the reasons that the extension(s) are necessary. The request for an extension shall be considered by the City Council, which shall render a final determination as to whether the request for extension should be granted and, if granted, for how long the extension will be approved.
- 8.11 Oversight of Construction. Society shall contract for, and oversee the construction of the renovations of Improvements, and shall utilize, as appropriate, competitive bidding procedures and bonding requirements, as set forth in State law. The City shall have the right to approve all construction plans, contractors, and materials. Further the Society acknowledges that it shall comply with all applicable City Codes and that it shall be subject tot the City's standard construction regulations, inspections and processes as they relate to the Project.
- 8.12 Future Alterations/Improvements to Premises. Lessee covenants and agrees that it will make no structural alterations, material changes or additions in or to the Leased Premises without the prior written approval and consent of City. Such alterations or changes as are approved by City shall be made at Lessee's expense, except as otherwise agreed by the City, as set forth in 8.02 "City Contribution to Construction

Costs." Except as herein provided, all permanent improvements and fixtures installed by Lessee are and shall remain the exclusive property of the City in accordance with the terms and provisions of this Lease, unless otherwise agreed in writing. All fixtures, internal structures, and equipment installed by Lessee and removable without structural injury to the Leased Premises or Improvements, may be removed by Lessee at the expiration or termination of this Lease, provided Lessee is not then in default with respect to any of its obligations hereunder, and provided further that Lessee shall repair any damage done to the Leased Premises in removing said fixtures, internal structures and equipment and shall remain responsible for any such damage.

ARTICLE IX. CITY'S BUY-OUT OBLIGATIONS

9.01 Compensation Due to Voluntary Termination of Lease by the City. In the event that the City determines for any reason (that is not related to a default of non-performance by the Society) that it is necessary to terminate the Agreement after the Lease Initiation Date, the City shall compensate the Society for its then existing amount of contribution to the cost of construction of the Improvements, up to a maximum of \$250,000, in the levels and amounts noted below, as follows:

On or before the end of each Lease Year, during the Primary Term	Percentage of \$250,000 of Society's Matching Funds (if such funds have been expended on the Construction of the Improvements at the time of Termination/Expiration) that will be Reimbursed by City
1	95%
2	90%
3	85%
4	80%
5	75%
6	70%
7	65%
8	60%
9	55%
10	50%
11	45%
12	40%
13	35%
14	30%
15	25%
16	20%
17	15%
18	10%
19	5%
20	0%

- 9.02 Maximum Amount of Potential Buy-Out Obligation. The Parties acknowledge and agree that the maximum amount of the City's Buy-Out Obligation at any time shall be 95% of \$250,000 (i.e., the Society's Matching Funds) and, further, that the City shall not be obligated to pay any percentage of any portion of the Society's Matching Funds that have not been directly spent on construction of the Improvements at the time of the termination.
- 9.03 Termination as a Result of Society's Acts or Omissions: The Parties acknowledge and agree that the City will have no obligation to reimburse the Society for any portion of the Society's Matching Funds if the termination or expiration of the Lease/Agreement is the result of the acts or omissions of the Society, as set forth herein or by operation of law.

ARTICLE X. COMPLIANCE

10.01 Acknowledgments.

Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that the Improvements may be subject to various Federal, State and local laws and regulations. ("Laws") Lessee further acknowledges that it is familiar with all applicable Laws and that it is aware that there are significant penalties for non-compliance with such Laws.

10.02 Permit/Law Compliance.

Lessee agrees to undertake, at its sole expense, unless otherwise agreed to in writing between Lessor and Lessee, all permit and other requirements necessary for full compliance with the Laws. Lessee warrants that it shall meet any and all deadlines that may be imposed or applicable. Lessee acknowledges that time is of the essence.

- 10.03 Indemnification and Hold Harmless. Notwithstanding any other provisions of the Lease, Lessee agrees to indemnify and hold harmless the City, its agents, representatives, officials, contractors and employees, for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Article, the applicable Laws and/or permits, unless the result of City's sole negligence. This indemnification and hold harmless shall survive any termination, expiration or non-renewal of the Lease.

ARTICLE XI. MISCELLANEOUS

- 11.01 Lease-Binding on Successors, Assigns. All covenants, agreements, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the respective Parties hereto, that is both City and Lessee jointly and severally, and their legal representatives, successors or assigns, and/or grantee or assignees of the City and Lessee. No modification of this Lease shall be binding upon either Party unless it is in writing and is signed by both Parties. No assignment of the Agreement by Lessee shall be allowed without the express prior, written, consent of the City.

- 11.02 Leasehold Estate. The Parties acknowledge and agree that all of the Improvements made to the Leased Premises, pursuant to the Project are and remain leasehold improvements that are owned by the City, in the event of Termination of the Agreement.
- 11.02 Utilization/Protection of City Property. City reserves the right to take any action it considers necessary to utilize and protect City property, structures or other facilities on or adjacent to the Leased Premises. City reserves the right to further develop City property adjacent to the Leased Premises, as it deems appropriate without any hindrance or interference from Lessee. City expressly reserves the right to grant to others additional Leases and privileges with respect to City property adjacent to the Leased Premises.
- 11.03 Expenses. Lessee agrees that the expenses incident to this Lease shall be paid by Lessee including the City's professional expenses, if any.
- 11.04 Parking. City reserves the right to restrict and designate parking areas for all surface vehicles on all areas of the Leased Premises and adjacent City Property, as the City determines necessary for the public health, welfare and safety.
- 11.05 Entire Agreement. This Lease constitutes the entire understanding between the Parties and as of its Effective Date supersedes all prior or independent agreements between the Parties covering the subject matter hereof. Any change or modification hereof shall be in writing signed by both Parties.
- 11.06 Notice. Any notice given to either party under the terms of this Lease shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

LESSOR:
 City of Bastrop
 Attn: Michael H. Talbot
 City Manager
 P.O. Box 427
 Bastrop, TX 78602

LESSEE:
 Bastrop County Historical Society
 Attn: President
 702 Main Street
 Bastrop, TX 78602

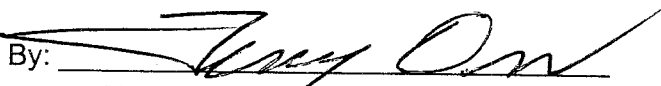
or to such other place as each Party may hereafter designate in writing forwarded in like manner for any other notice.

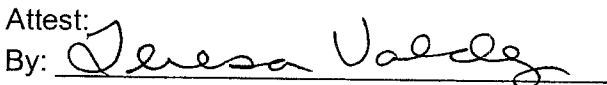
- 11.07 Headings. The headings and subtitles contained in the Lease are for the purpose of clarification and in way are determinative of the intent and purposes of the Lease or the conditions stated herein.

- 11.08 Severability. If any part, provision, term, condition, obligation or portion of this Lease is found to be illegal or void by a court of final jurisdiction, the entire Agreement shall not be void, but the void provision shall be struck and the remainder of the Agreement shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.
- 11.09 Execution/Authority. It is agreed that this Lease may be executed in multiple copies each having the force and effect of an original. Further, each Party warrants that the individual executing this Lease on its behalf has express legal authority to bind the entity he/she represents.
- 11.10 Force Majeure. The Parties shall not be required to perform any term, condition, or covenant in the Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods actions of the State or Federal government and any other cause not reasonably within the control of the Parties.
- 11.11 Governing Law/Venue. This Lease shall be construed and interpreted under the laws of the State of Texas. All Parties agree this agreement is solely performable in Bastrop County, Texas. And venue shall be in Bastrop County, Texas.
- 11.12 Exhibits. All Exhibits hereto are incorporated herein for all purposes and the terms stated therein bind all Parties hereto.

EXECUTED in two counterparts, each of which shall have the force and effect of an original, this 29th day of April, 2009.

LESSOR
CITY OF BASTROP, TEXAS

By: 
Terry Orr, Mayor

Attest:
By: 
Theresa Valdez, City Secretary

Historical Museum Land and Improvements Lease Agreement
Lessor- City of Bastrop, Texas & Lessee - BCHS

LESSEE

BASTROP COUNTY HISTORICAL SOCIETY

By: Mary Maynard McMurrey

President

STATE OF TEXAS §

§ CORPORATE ACKNOWLEDGEMENT

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 1st day of May, 2009, by Mary M. McMurrey in her capacity as President of the Board of Trustees of the Bastrop County Historical Society.

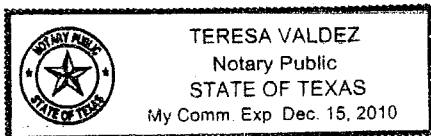
Teresa Valdez

Notary Public

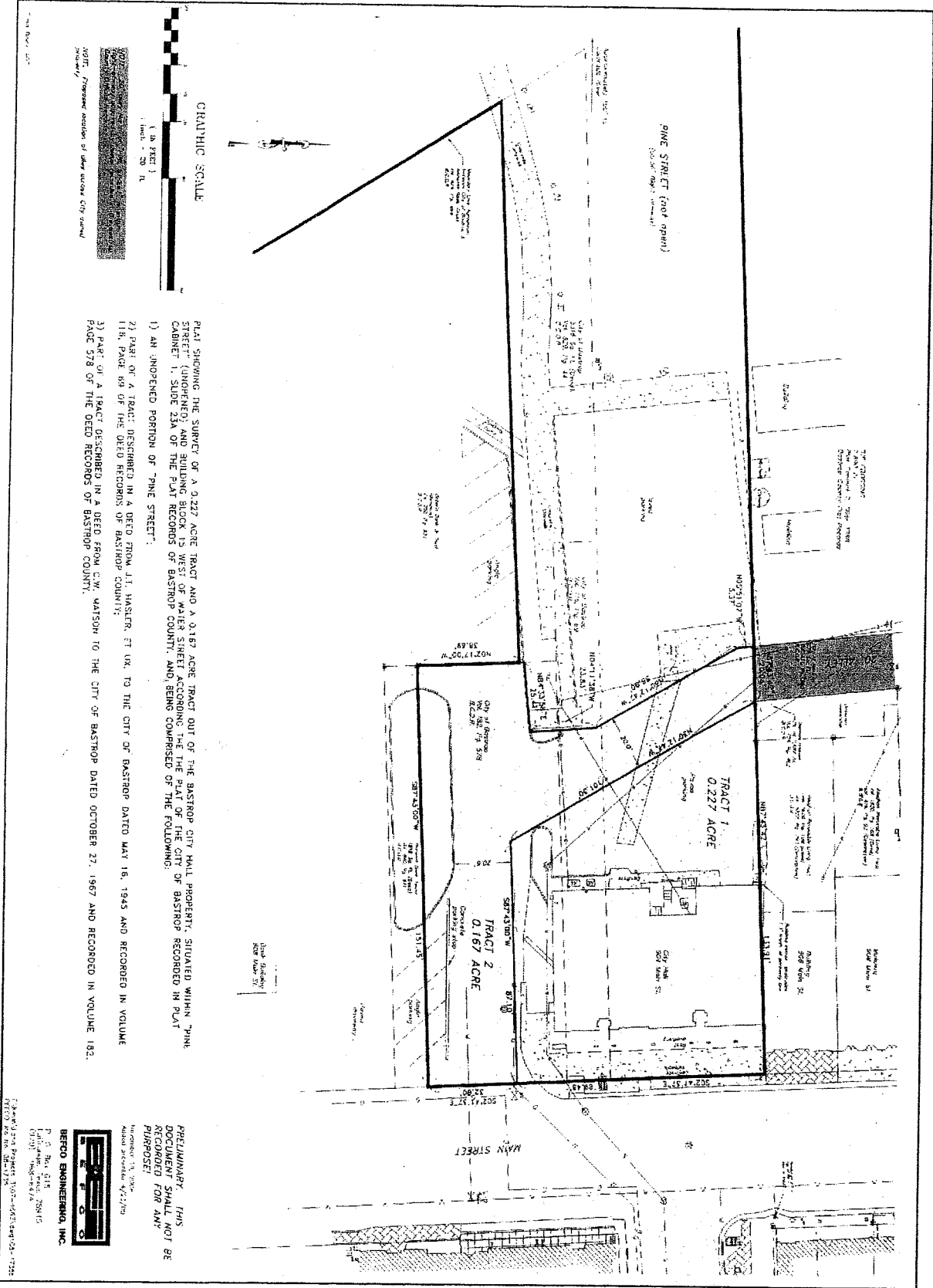
State of Texas

County of Bastrop

My Commission Expires: 12-15-2010



Historical Museum Land and Improvements Lease Agreement
Lessor- City of Bastrop, Texas & Lessee - BCHS



PLAT SHOWING THE SURVEY OF A 0.227 ACRE TRACT AND A 0.167 ACRE TRACT OUT OF THE BASTROP CITY HALL PROPERTY, SITUATED WITHIN "PINE STREET" (UNOPENED) AND BUILDING BLOCK 13 WEST OF WATER STREET ACCORDING TO THE PLAT OF THE CITY OF BASTROP RECORDED IN PLAT CABINET 1, SLIDE 23A OF THE DEED RECORDS OF BASTROP COUNTY, AND BEING COMPRISED OF THE FOLLOWING:

- 1) AN UNOPENED PORTION OF "PINE STREET";
- 2) PART OF A TRACT DESCRIBED IN A DEED FROM J.J. HANSEN, ET AL, TO THE CITY OF BASTROP DATED MAY 16, 1945 AND RECORDED IN VOLUME 118, PAGE 68 OF THE DEED RECORDS OF BASTROP COUNTY;
- 3) PART OF A TRACT DESCRIBED IN A DEED FROM C.W. MATSON TO THE CITY OF BASTROP DATED OCTOBER 27, 1967 AND RECORDED IN VOLUME 182, PAGE 578 OF THE DEED RECORDS OF BASTROP COUNTY.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES!

Witness my hand and official seal this 13th day of October, 1978.

BERGO ENGINEERING, INC.
 P. O. Box 514
 Bastrop, Louisiana 70012
 (504) 337-4444

EXHIBIT A

EXHIBIT B [Construction Plans and Diagrams]

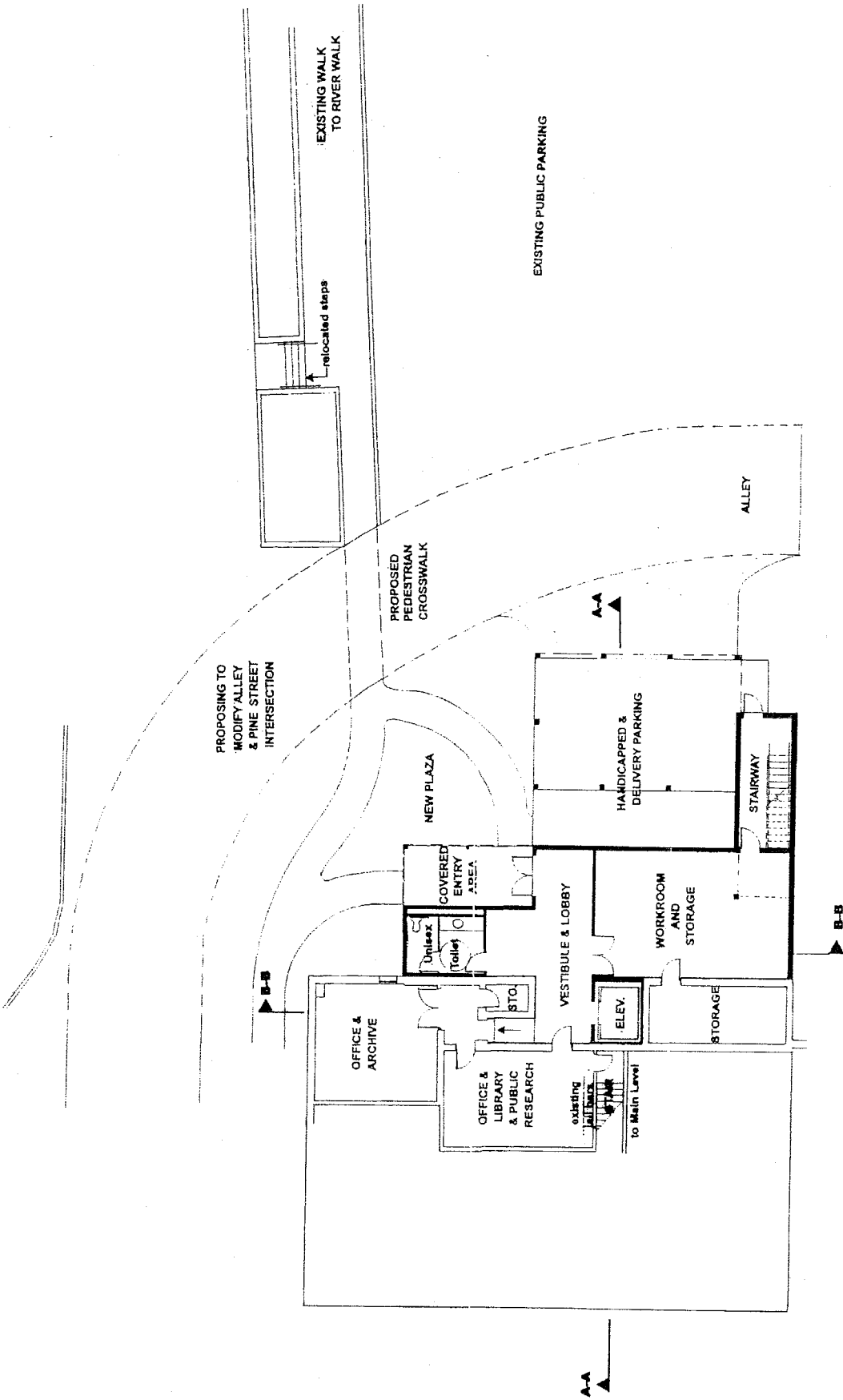
GRAHAM B. LUHN, ARCHITECT F.A.I.A.
FEB. 24, 2009

904 MAIN PROJECT
BASTROP HISTORICAL MUSEUM AND
VISITOR CENTER



NEW LOWER FLOOR
SCALE 1/8" = 1'-0"

KEY
— EXISTING
= NEW



GRAHAM B. LUHN, ARCHITECT F.A.I.A.
FEB. 24, 2009

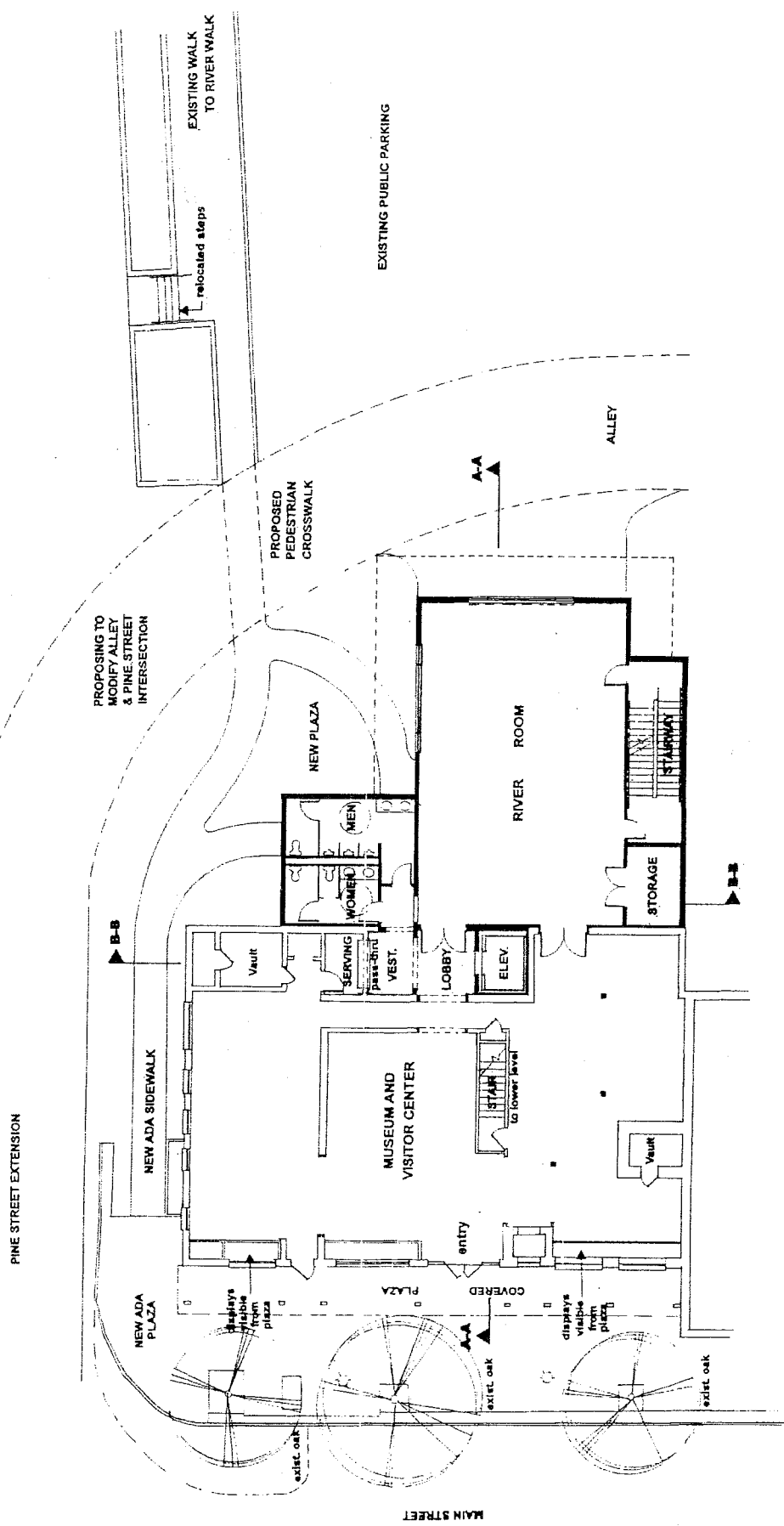
EXHIBIT B

904 MAIN PROJECT
BASTROP HISTORICAL MUSEUM AND
VISITOR CENTER

KEY
EXISTING
NEW



NEW MAIN FLOOR
SCALE: 1/8" = 1'-0"





STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-15, of the City Council of the City of Bastrop, Texas, authorizing execution of a Master Agreement between Aqua Water Supply Corporation, and the City of Bastrop, regarding consent to transfer portions of its certificated retail water service area to the City; providing for severability; providing for repeal; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The City's Certificate of Convenience and Necessity (CCN) boundary is issued by the Public Utility Commission of Texas (PUCT), and authorizes a utility to provide water and/or sewer service to a specific service area. The City's water CCN is much smaller than the City's wastewater CCN. Much of our wastewater service area is served by Aqua Water and is part of their water service area.

"Aqua WSC's CCN (Certificate of Convenience & Necessity) was granted in April 1969. Aqua WSC then began operations in January 1970 when the U.S. Farm and Home Administration extended loans and grants to spur start-up water systems all over the U.S. to provide safe drinking water at reasonable prices to rural areas.... Prior to that time, rural residents in the area often hauled water or used cisterns. There were some scattered community wells, but the quality varied from location to location. Since its earliest days to today, the mission of Aqua WSC is to enhance the quality of life for our members and their families by providing safe, reliable, and sustainable water and wastewater services that meet or exceed state and federal regulatory standards. Aqua WSC is committed to responsible management and preservation of natural resources for today and tomorrow." <https://www.aquawsc.com/about-us/history/>

As the County and City continue to experience unprecedented growth, Aqua has found it difficult to serve the densities that are developing in its CCN through the expanded development tool called a Municipal Utility Districts (MUDs). Cities such as Bastrop are in a better position to serve denser populations and are often in better negotiating position due to infrastructure capacity. Because MUD agreements often require municipal consent, there is often a development agreement related to annexation at the point of MUD debt expiration.

To create a unified development service area that serves the needs of a growing population, protects the long-term supply of our residents, and protects our natural resources, the City and Aqua are proposing a Master Agreement that would allow the City to serve water in Aqua territory for a one time pass through cost that will be borne by the developer. The current rate is \$8,200 an acre but will be subject to change as annual cost adjustments are made by Aqua and /or the City.

The attached maps show the limits of the City's CCNs and Aqua CCN. The cost would only apply to the development itself and not the entire land leading to the development. The city would also retain right of ownership of the infrastructure once dedicated to the City.

This agreement further creates additional revenue streams for the water utility to assist with other capital projects and keeps downward pressure on the rate structure.

FISCAL IMPACT:

Legal fees to complete the agreements. The remainder is a pass through to the developer, who also bears the cost of infrastructure to serve their development.

RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Aqua Water Supply Corporation.

ATTACHMENTS:

1. Master Service Agreement
2. Map

RESOLUTION NO. R-2024-15

AUTHORIZING EXECUTION OF A MASTER AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING EXECUTION OF A MASTER AGREEMENT BETWEEN AQUA WATER SUPPLY CORPORATION AND THE CITY OF BASTROP REGARDING CONSENT TO TRANSFER PORTIONS OF ITS CERTIFICATED RETAIL WATER SERVICE AREA TO THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS,** Bastrop holds retail water Certificate of Convenience and Necessity (“CCN”) No. 11198 regulated by the Public Utility Commission of Texas (“PUC”), or its predecessors or successors in interest (“Bastrop Water CCN”); and
- WHEREAS,** Bastrop holds retail wastewater Certificate of Convenience and Necessity (“CCN”) No. 20466 regulated by the Public Utility Commission of Texas (“PUC”), or its predecessors or successors in interest (“Bastrop Wastewater CCN”); and
- WHEREAS,** Aqua holds retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 regulated by the PUC, or its predecessors or successors in interest (“Aqua Water CCN”) which is adjacent to Bastrop Water CCN; and
- WHEREAS,** a number of new subdivisions are currently being developed and/or are planned to be developed inside the Aqua Water CCN and the Bastrop Wastewater CCN and there could be specific situations where certain subdivisions may be better served by Bastrop in regards to water service based on existing infrastructure currently available to meet all standards for residential and commercial development; and
- WHEREAS,** some or all of the land under consideration, and subject to potential conveyance is shown in Exhibit “A” to the Master Agreement, located within the Aqua Water CCN and the Bastrop Wastewater CCN (“Subject Territory”); and
- WHEREAS,** Chapter 13 of the Texas Water Code and the PUC rules allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and
- WHEREAS,** it is found to be in the best interests, both operationally and financially, of Aqua and Bastrop to transfer portions of the Aqua Water CCN located within the Subject Territory to Bastrop from time to time, under terms and

conditions stated in this Agreement as well as Amendments to this Agreement that describe the specific portions, certain tracts or parcels; and

WHEREAS, Bastrop and Aqua agree that a determination will be made by Bastrop that Bastrop has sufficient water supply available to provide water service to a specific portion of the Aqua Water CCN located within the Subject Territory and Bastrop will provide written notification of Bastrop's interest in serving the specific portion along with a written determination of Bastrop's ability to serve; and

WHEREAS, after receiving Bastrop's written notification of Bastrop's interest in serving a specific portion of the Aqua Water CCN within the Subject Territory, Aqua will determine if Aqua will agree to transfer that specific portion of the Aqua Water CCN to Bastrop in accordance with the terms and conditions provided in this Agreement; and

WHEREAS, each amendment to this Agreement shall address any issues unique to the specific portion of the Aqua Water CCN subject to transfer to Bastrop, including, but not limited to, issues related to any stranded assets for Aqua, easement acquisition, and existing customers located within the specific portion to be transferred.

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

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

Section 2. The City Council authorizes the execution of the Master Agreement (attached and incorporated herein as Exhibit "A").

Section 1: 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 5. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 6. This Resolution shall be in full force and effect from and after its passage.

Section 7. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this, the 23rd day of January 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**MASTER AGREEMENT FOR TRANSFER OF CERTAIN RETAIL
WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF
BASTROP**

BETWEEN

CITY OF BASTROP, TEXAS

AND

AQUA WATER SUPPLY CORPORATION

This Master Agreement (“Agreement”) is made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”), a non-profit water supply corporation in Bastrop, Caldwell, Williamson, Lee, Fayette, and Travis Counties, Texas, and the City of Bastrop, Texas (hereinafter called “Bastrop”), a home rule city, body politic of the State of Texas, and retail public utility. The Agreement establishes basic terms and conditions under which Aqua may consent to transfer portions of its certificated retail water service area to Bastrop.

RECITALS

WHEREAS, Bastrop holds retail water Certificate of Convenience and Necessity (“CCN”) No. 11198 regulated by the Public Utility Commission of Texas (“PUC”), or its predecessors or successors in interest (“Bastrop Water CCN”); and

WHEREAS, Bastrop holds retail wastewater Certificate of Convenience and Necessity (“CCN”) No. 20466 regulated by the Public Utility Commission of Texas (“PUC”), or its predecessors or successors in interest (“Bastrop Wastewater CCN”); and

WHEREAS, Aqua holds retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 regulated by the PUC, or its predecessors or successors in interest (“Aqua Water CCN”) which is adjacent to Bastrop Water CCN; and

WHEREAS, a number of new subdivisions are currently being developed and/or are planned to be developed inside the Aqua Water CCN and the Bastrop Wastewater CCN and there could be specific situations where certain subdivisions may be better served by Bastrop in regards to water service based on existing infrastructure currently available to meet all standards for residential and commercial development; and

WHEREAS, some or all of the land under consideration, and subject to potential conveyance is shown in **EXHIBIT A**, located within the Aqua Water CCN and the Bastrop Wastewater CCN (“Subject Territory”): and

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

WHEREAS, it is found to be in the best interests, both operationally and financially, of Aqua and Bastrop to transfer portions of the Aqua Water CCN located within the Subject Territory to Bastrop from time to time, under terms and conditions stated in this Agreement as well as Amendments to this Agreement that describe the specific portions, certain tracts or parcels; and

WHEREAS, Bastrop and Aqua agree that a determination will be made by Bastrop that Bastrop has sufficient water supply available to provide water service to a specific portion of the Aqua Water CCN located within the Subject Territory and Bastrop will provide written notification of Bastrop’s interest in serving the specific portion along with a written determination of Bastrop’s ability to serve; and

WHEREAS, after receiving Bastrop’s written notification of Bastrop’s interest in serving a specific portion of the Aqua Water CCN within the Subject Territory, Aqua will determine if Aqua will agree to transfer that specific portion of the Aqua Water CCN to Bastrop in accordance with the terms and conditions provided in this Agreement; and

WHEREAS, each amendment to this Agreement shall address any issues unique to the specific portion of the Aqua Water CCN subject to transfer to Bastrop, including, but not limited to, issues related to any stranded assets for Aqua, easement acquisition, and existing customers located within the specific portion to be transferred.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged, Aqua agrees to transfer portions of its CCN to Bastrop on the terms and conditions and for the consideration set forth herein.

ARTICLE I.
DEFINITIONS AND CONSTRUCTION OF AGREEMENT

1.1 Defined Terms. Capitalized terms used in this Agreement and in any exhibit, attachment, or amendment that is made a part of this Agreement have the meanings set forth in this Agreement, including in this Section 1.1. The following terms shall have the meanings set forth below:

(a) “Agreement” means this contract or agreement between the Parties, otherwise known as the Master Agreement For Transfer of Certain Retail Water CCN Service Area from Aqua WSC to the City of Bastrop and any written amendments thereto.

(b) “Business Day” means any Day other than Saturdays, Sundays, and days on which banks in the Bastrop area are required or permitted to be closed for all or part of their customary hours of operation.

(c) “CCN” means a retail water certificate of convenience and necessity granted by the Public Utility Commission or its predecessor or successor agency under the provisions of the Texas Water Code.

(d) “Claim” means any claim, action, cause of action, suit or proceeding before any Governmental Authority or arbitral tribunal.

(e) “Concept Plan” means a generalized plan that indicates the boundaries of a tract or tracts under common ownership, general lot or parcel layout, community use or public areas, and street alignments in accordance with the City of Bastrop’s Subdivision Code.

(f) “Effective Date” means the date on which this Agreement becomes effective.

(g) “Event of Default” means an event by which a Party is in default of this Agreement.

(h) “Fiscal Year” means Bastrop’s fiscal year, which extends from October 1 through September 31 of each year.

(i) “Governmental Authority” means and includes any federal, state, local or other governmental body, including but not limited to the Lost Pines Groundwater Conservation District, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

(j) “Impact Fees” means those fees charged to developers per LUE by Bastrop for connecting to the Bastrop’s utility system.

(k) “Landowner,” “owner of a tract of land,” and “owners of each tract of land” include multiple owners of a single deeded tract of land as shown on the appraisal roll of the appraisal district established for each county in which the property is located.

(l) “Loss(es)” means and includes any loss, cost, expense, claim, demand, damage, fine, liability, obligation or penalty (including court costs and reasonable attorney’s fees and expenses).

(m) “Municipality” means cities existing, created, or organized under the general, home-rule, or special laws of this state.

(n) “Municipally owned utility” means any utility owned, operated, and controlled by a municipality or by a nonprofit corporation whose directors are appointed by one or more municipalities.

(o) “Municipal utility district” means a political subdivision of this state operating under Chapter 49 and 54 of the Water Code.

(p) “Party” refers to either Aqua and its respective successors or assigns or Bastrop and its respective successors or assigns, and “Parties” refers to Aqua and Bastrop and their respective successors or assigns.

(q) “Payment Due Date” means a date not to exceed 30 days from the date Bastrop receives payment from a developer for the City’s water impact fee.

(r) “Permit” means any permit, order, license, declaration, consent, waiver, approval, registration, or filing with or other requirement of any Governmental Authority.

(s) “Platting”

(i) *Preliminary Plat* means a map of a proposed land subdivision in accordance with the City of Bastrop’s Subdivision Code that shows the character and proposed layout of the property in sufficient detail to indicate the suitability of the proposed subdivision of land. A preliminary plat is required for all subdivisions of land that consist of five (5) or more lots and the parent tract and/or the proposed lots are less than ten (10) acres in size.

(ii) *Re-plat* means a map of a formal land subdivision prepared in a form suitable for filing of record showing the alteration of any part or all of any lot, block or tract of a previously platted subdivision in accordance with the City of Bastrop’s Subdivision Code.

(iii) *Short Form Plat* means a map of a proposed land subdivision in accordance with the City of Bastrop’s Subdivision Code creating four (4) or fewer lots, with said lot(s) fronting on an existing street, and not requiring the creation of any new streets, public improvements, or the extension of infrastructure facilities.

(t) “PUC” or “Commission” means the Public Utility Commission of Texas, and its successor agencies.

(u) “Regulatory authority” means, in accordance with the context in which it is found, the commission, the utility commission, or the governing body of a municipality.

(v) “Requirement of Law” means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or

theory, any provision or condition of any Permit, or any other binding determination of any Governmental Authority.

(w) “Retail public utility” means any person, corporation, public utility, water supply or sewer service corporation, municipality, political subdivision or agency operating, maintaining, or controlling in this state facilities for providing potable water service or sewer service, or both, for compensation.

(x) “Subject Territory” means the area located within both the Aqua Water CCN and the Bastrop Wastewater CCN.

(y) “Transfer Fee” or “Transfer Fees” means the price to be paid by Bastrop to Aqua for the transfer of a portion of the Aqua Water CCN under this Agreement, which Transfer Fee shall be based on a per acre charge in an amount defined and in the manner specified in Article III of this Agreement.

1.2 Rules of Construction.

- (a) Unless the context otherwise clearly requires:
 - (i) references to the plural include the singular, and references to the singular include the plural;
 - (ii) references to the masculine, feminine or neuter include all such forms;
 - (iii) the words “include,” “includes,” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”;
 - (iv) the terms “hereof,” “herein,” “hereunder,” “hereto,” and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement; and
 - (v) “or” is used in the inclusive sense of “and/or.”

- (b) Unless otherwise specified, any reference to any document, instrument or agreement:
 - (i) includes and incorporates all exhibits, schedules and other attachments thereto;
 - (ii) includes and incorporates all documents, instruments or agreements issued or executed in connection therewith or in replacement thereof; and
 - (iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time.
- (c) Unless otherwise specified, all references to articles, sections, schedules and exhibits are references to the Articles, Sections, Schedules and Exhibits of this Agreement.

1.3 Recitals. All recitals are incorporated and made a part of this Agreement.

1.4 Captions. All titles of sections of this Agreement have been inserted for reference only and shall in no way affect the interpretation of this Agreement.

ARTICLE II.
PROVISIONS FOR TRANSFER OF CCN

2.1 Agreement to Transfer Specific Portions of the Aqua’s Water CCN to Bastrop.

(a) Subject to terms and conditions set forth in this Agreement and any amendments thereto, Aqua agrees to transfer to Bastrop certain portions of the Aqua Water CCN located within the Subject Territory as defined in Section 2.2 and identified in the amendments to this Agreement, under conditions agreed to by both parties.

(b) Transfer of said portions of the Aqua Water CCN will only be made in strict accordance with provisions of this Agreement as well as all specific provisions contained in any amendments to this Agreement.

2.2 Definition of Geographical Area Covered Under this Agreement. – The map shown in **EXHIBIT A** defines the boundaries of the geographical area covered under this Agreement. The geographical area covered by this Agreement is defined as the Subject Territory.

2.3 Procedures for Initiating Amendment to the Agreement – Within 30 days after a developer submits to Bastrop a Concept Plan, Preliminary Plat, Short Form Plat, or Re-Plat that is intended for use in the development of a tract (or tracts) of land within the Subject Territory, Bastrop may submit a request to Aqua seeking the release of the portion of the Aqua Water CCN within the area identified in the Concept Plan, Preliminary Plat, Short Form Plat, or Re-Plat to Bastrop under the terms and conditions defined in this Agreement. Said request will be in the form of an amendment to this Agreement approved by the City Council of Bastrop and stipulates the location and amount of acreage requested as well as additional terms or conditions of the transfer if needed. A *pro forma* copy of the requisite amendment is shown in **EXHIBIT B**.

2.4 Addressing Unique Circumstances in Each Amendment. Each amendment to this Agreement shall be subject to negotiation and shall address any issues unique to the specific portion of the Aqua Water CCN subject to transfer to Bastrop, including, but not limited to, issues related to any stranded assets for Aqua, easement acquisition, and existing customers located within the specific portion to be transferred, and any payments due from Bastrop to Aqua over and above the payments made by Bastrop to Aqua pursuant to Section 3.1 of this Agreement.

2.5 Review and Agreement to Requests for Release of CCN- Upon receipt of the request by Bastrop for release of a specific portion of the Aqua Water CCN, the Aqua staff shall seek approval

by the Aqua Board of Directors (“Aqua Board”) of the amendment approved by the City Council of Bastrop that defines the boundaries of the specific portion of the Aqua Water CCN to be transferred. Approval by the Aqua Board will not be unreasonably withheld.

2.6 Application at PUC to Transfer Specific Portion of CCN – Upon execution of this Agreement, Bastrop shall address all regulatory matters at the PUC related to this Agreement, including preparing, filing, and pursuing approval of any applications to transfer water certification for the Property from Aqua WSC’s retail water CCN service area as demonstrated in Exhibit A to Bastrop’s retail water CCN, and Aqua WSC shall consent to the transfer of the Property and cooperate with Bastrop in connection therewith. Bastrop shall pay the full costs for all regulatory matters related to this Agreement, including the preparation, filing, and pursuing the approval of the application to transfer the service territory at the PUC, including any costs incurred by Aqua as part of the application process. Aqua agrees that the transfer may be completed by service territory agreement entered into pursuant to Section 13.248 of the Texas Water Code, and Aqua agrees to execute any such agreement upon request by Bastrop provided the service territory agreement is limited to the Property only.

**ARTICLE III.
COMPENSATION AND PAYMENT**

3.1 Compensation. The initial Transfer Fee used to calculate total compensation paid to Aqua by Bastrop for the transfer of the specified portions of the Aqua Water CCN under this Agreement is Eight Thousand Two Hundred and No/ 100 Dollars (\$8,200) per acre.

3.2 Reasonableness of Rates. Bastrop agrees that the Transfer Fees charged by Aqua and policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Transfer Fees charged by Aqua are subject to modification as provided herein.

3.3 Modification of Transfer Fees. The Transfer Fees charged to Bastrop will increase each calendar year by the same percentage that Aqua increases its fees (water rates or System Development Fees) imposed on its customers/members. Aqua, at its sole discretion and from time to time, may forgo increases in the Transfer Fees charged to Bastrop.

3.4 Payment Process. The total amount owed to Aqua will be established in each amendment to the Agreement that specifies the specific portion of the Aqua Water CCN to be transferred to Bastrop. The total amount owed by Bastrop to Aqua under each amendment will consist of the Transfer Fee established in Section 3.1 of this Agreement multiplied by the amount of acreage plus the additional costs determined by Bastrop and Aqua in accordance with Section 2.4 of this Agreement. This total amount will be paid by Bastrop to Aqua within thirty (30) days of the collection by Bastrop of the Impact Fees assessed on the development located on the specific portion of the Aqua Water CCN subject to transfer to Bastrop.

3.5 Breach for Failure to Timely Pay. Should Bastrop fail to tender payment to Aqua by the Payment Due Date, the bill shall be considered delinquent, unless contested in good faith as provided herein. In the event a bill becomes overdue, Aqua shall notify Bastrop of such delinquency in writing. If Bastrop fails to make payment of the delinquent billing within thirty (30) days from the Payment Due Date, then Aqua may, at its discretion, hold Bastrop in breach of a material term and/or condition of this Agreement and any amendments thereto and Aqua may terminate this Agreement as provided herein.

3.6 Disputed Bills. If Aqua in good faith disputes the amount of the quarterly payment due, Aqua shall submit such dispute in writing to Bastrop no later than thirty (30) days after receipt of the payment. If it is subsequently determined by agreement or court decision that the disputed

amount paid by Bastrop should have been less, or more, Bastrop shall promptly revise the quarterly payment on the next quarterly payment.

**ARTICLE IV.
OWNERSHIP OF FACILITIES**

4.1 Transfer of Ownership. As between the Parties and unless otherwise agreed to between the Parties, Bastrop shall be deemed to have exclusive ownership of all infrastructure contained within the geographical area defined in each amendment to the Agreement and easements as needed to provide water to said developments after approval by the PUC of the transfer of such ownership and after the date of closing.

4.2 Ownership of Facilities.

(a) Bastrop obtains no ownership, leasing, or management interest in any of Aqua’s System not conveyed to Bastrop through this Agreement or an amendment thereto.

(b) Bastrop obtains ownership, leasing, and management interest in the portions of Aqua’s System conveyed to Bastrop by or through this Agreement or any amendment thereto upon approval of the PUC and payment for such assets as set forth herein at closing.

(c) Aqua obtains no ownership, leasing, or management interest in any of Bastrop’s System by or through this Agreement or any amendment thereto or payment of any Transfer Fee set forth herein.

**ARTICLE V.
DEFAULT AND TERMINATION**

5.1 Event of Default. It shall be an Event of Default by either Party if such Party shall breach any material covenant, obligation, representation, or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching Party shall extend the cure period for any such breach (and thus no Event of Default shall occur) if the nature

of the default is such that it cannot reasonably be remedied within such thirty (30) Day period, and the breaching Party has diligently commenced corrective action within such thirty (30) Day period and is diligently pursuing such correction thereafter.

5.2 Remedies. If an Event of Default has occurred and is continuing, the non-defaulting Party shall be entitled to the following remedies, which shall be cumulative injunctive relief;

- (ii) specific performance;
- (iii) the right to cure the other Party's default;
- (iv) termination of this Agreement;
- (v) any of the remedies afforded in this Agreement; and
- (vi) any other remedies permitted at law or in equity, including damages.

5.3 Right to Suspend or Terminate. Both Parties shall have the right, for their sole convenience and without cause, to terminate or suspend, in whole or in part, the respective Party's performance of any of their duties or obligations under this Agreement or any amendment thereto, upon twelve (12) months prior written notice to Aqua

- (i) Bastrop loses any Permit or other authorization from a Governmental Authority that is required by Bastrop to perform its obligations under this Agreement;
- (ii) Bastrop is unable to obtain any necessary Permit, Permit amendment, or other necessary authorization from a Governmental Authority to perform its respective duties under this Agreement; or
- (iii) Bastrop loses its ability to transport water to customers within the acquired CCN.

5.4 Termination for Continued or Multiple Force Majeure. Either Party shall have the right (but not the obligation) to terminate this Agreement upon seven (7) Days prior written notice to the other Party in the event that one or more events of Force Majeure renders a Party unable to satisfy a material obligation under this Agreement and such inability continues for a period of more than three (3) consecutive months or for a period of more than three (3) months in the aggregate during a one (1) year period; provided that the Party unable to satisfy its material obligation will only be entitled to terminate this Agreement under this Section 5.4 if it has otherwise met its obligations under this Agreement. The Parties may, by mutual written agreement, extend either such period as they deem appropriate if the Party unable to satisfy its material obligation is exercising due diligence in its efforts to cure the Force Majeure event.

5.5 Termination by One Party. Either Aqua or Bastrop can terminate this Agreement and any amendment thereto by written notice no later than twelve (12) months in advance of the expiration of the Agreement.

5.6 Effective Date of Termination. Upon receipt of any notice of termination delivered pursuant to this Article V, this Agreement and any amendment thereto shall terminate, effective immediately, and will be of no further force or effect, except with respect to: (i) rights and obligations of the Parties arising during or relating to any period prior to termination, including, in the case of termination for any Event of Default, all of the damages incurred by the non-defaulting Party in connection with such Event of Default; and (ii) the covenants and obligations of the Parties set forth in this Agreement and any amendments thereto that survive the expiration or termination of this Agreement and any amendments thereto as expressly provided in this Agreement or any amendments thereto.

ARTICLE VI.
DISPUTE RESOLUTION

6.1 Attempt to Resolve. The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than five (5) days after receipt of the notice of dispute.

(ii) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute.

(iii) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, to resolve the dispute.

6.2 Non-Binding Mediation. In the event the measures provided for in Section 6.1 are not successful in resolving the dispute, Bastrop and Aqua shall enter non-binding mediation in an attempt to resolve the dispute prior to commencing litigation. Bastrop and Aqua shall mutually select an impartial individual to serve as mediator. In the event the Parties are unable to agree on an individual to serve as the mediator, either Party may apply to a State District Judge for Bastrop County who shall be empowered to designate an individual to serve as the mediator.

6.3 Costs of Mediation. Each Party shall bear its own costs and expenses associated with any mediation or appeal of any provision of this Agreement.

**ARTICLE VII.
REPRESENTATIONS, WARRANTIES AND COVENANTS**

7.1 Bastrop Representations and Warranties. Bastrop hereby represents and warrants to Aqua, as of the date hereof, as following) Bastrop has all requisite power and authority to enter and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Bastrop by the appropriate officials of Bastrop, and constitutes the legal, valid and binding obligation of Bastrop, enforceable against Bastrop in accordance with its terms.

(iii) The execution, delivery, and performance of this Agreement by Bastrop have been duly authorized under the bylaws and all applicable law for Bastrop and will not contravene any provision of or constitute a default under any other agreement or instrument to which Bastrop is a party or by which Bastrop or its property may be bound, and do not conflict with any requirement of law currently in force and applicable to Bastrop.

(iv) There is no legislation, litigation, action, suit, proceeding, or investigation pending or (to the best of Bastrop's knowledge) threatened against Bastrop, whether related

to the operation of any facility that will supply water under this Agreement or otherwise, that: (A) could adversely affect the performance by Bastrop of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of Bastrop; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

7.2 Aqua Representations and Warranties. Aqua represents and warrants to Bastrop, as of the date of this Agreement, as follows) Aqua is a retail public utility holding a CCN, and has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Aqua, and constitutes the legal, valid, and binding obligation of Aqua, enforceable against Aqua in accordance with its terms.

(iii) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of Aqua's knowledge) threatened, against Aqua or related to Aqua's activities by any court, administrative agency, arbitrator or governmental authority, body or agency that: (A) could adversely affect the performance by Aqua of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of Aqua; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

(iv) No officer or employee of Bastrop has been or will be compensated in any manner with respect to directly or indirectly bringing the Parties together, agreement

negotiations, or the entering into this Agreement. In no event will Aqua pay a fee to or in any other manner compensate any of Bastrop’s board members, officers, or employees in connection with the acceptance of this Agreement. A breach of this Subsection (iv) shall result in automatic and immediate termination of this Agreement and shall be an Event of Default.

**ARTICLE VIII.
TERM**

This Agreement shall be effective as of the latest date of execution evidenced below (the “Effective Date”) and shall remain in force and effect for a period of ten (10) years from the Effective Date.

**ARTICLE IX.
MISCELLANEOUS**

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their legal successors, but the Agreement shall not be otherwise assignable in whole or in part by either Bastrop or Aqua without first obtaining the written consent of the other.

9.2 Governing Law and Venue. The Constitution and the laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy that may arise hereunder. All amounts due under this Agreement, including but not limited to payments due under this Agreement or damages for breach of this Agreement, shall be paid and be due in Bastrop County, Texas, which is the county in which the principal administrative offices of Bastrop are located. It is specifically agreed that Bastrop County, Texas, is a principal place of performance of this Agreement. Venue for any actions arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.

9.3 Notices. Unless the context requires immediate notice, which may be provided by telephone, any notice, request or other communication required by this Agreement between the Parties regarding the Agreement shall be given in writing and shall be deemed to have been given to the other Party upon either of the following date The date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by certified mail at the latest address specified for such other Party in writing; or

(ii) The date of the receipt thereof by such other Party if not so mailed by certified mail. Notice to Aqua and Bastrop shall be made as provided on **EXHIBIT C** hereto.

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

9.4 No Waiver of Rights.

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing, duly executed by a duly authorized representative of the Party waiving any such default.

(b) Neither the failure by a Party to insist on any occasion upon the strict performance of the terms, conditions, and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach.

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

Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, Section, provision, clause or word had not been included herein.

9.6 Entire Agreement. This Agreement contains all the agreements between the Parties on the subjects contained herein. As of the Effective Date of this Agreement, this Agreement shall replace any and all prior agreements between the Parties, both verbal and written, with regard to the subject matter.

9.7 Amendments. This Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of Bastrop and Aqua. This Agreement is designed to allow Amendments to be made to it that define specific developments that qualify under the general provisions of this Agreement as well as the terms and conditions defined in an Amendment for the specific development. Such developments that call for a transfer of a specific portion of the Aqua Water CCN to Bastrop must be in the form and content of the Pro Forma Amendment shown in **EXHIBIT B**. The foregoing notwithstanding, the Parties hereto agree to use their best efforts to modify this Agreement and any amendments thereto if the Internal Revenue Service determines that a failure to do so would adversely affect the tax-exempt status of any outstanding tax-exempt obligations issued by Bastrop or Aqua.

9.8 Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

9.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this Agreement and all other agreements, certificates, instruments, and other documents

contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and all other agreements, certificates, instruments, and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.

9.10 Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the parties, any right, remedy, or Claim under or by reason of this Agreement. Any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreement of any Party with a third party.

9.11 Deadlines. To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

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

AQUA WATER SUPPLY CORPORATION

CITY OF BASTROP

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
Secretary

Date: _____

Date: _____

EXHIBITS

EXHIBIT “A”

Map Delineating Area Subject to Provisions of the Agreement

**Insert Map of Bastrop’s Wastewater CCN overlaid on the Bastrop Water CCN and the
Aqua Water CCN**

EXHIBIT “B”

Sample Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Bastrop from the Aqua Water CCN

Title of Development: _____

Concept Plan Preliminary Plat

Replat Short Form Plat

Date of Approved Concept Plan or Plat _____

Name and Contact (Developer) _____

AMENDMENT TO MASTER AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF BASTROP

A Master Agreement (the “Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation (“Aqua”) and the City of Bastrop, Texas (“Bastrop”), on the ___ day of _____, 20___. This instrument (the “Amendment”) amends and supplements the Agreement as follows.

RECITALS

WHEREAS, the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Bastrop; and

WHEREAS, the planned development of (NAME OF DEVELOPMENT) , currently in the Aqua Water CCN has submitted a Concept Plan / Preliminary Plat / Replat / Short Form Plat

consisting of _____ acres, which has been approved by the Planning and Zoning Commission for the City of Bastrop; and

WHEREAS, the _____ (NAME OF DEVELOPMENT) development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and

WHEREAS, the land under consideration and subject to conveyance is shown in **ATTACHMENT A** to this instrument, and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN: and

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

WHEREAS, Bastrop has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Bastrop on the terms and conditions and for the consideration set forth below:

TERMS OF AMENDMENT

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO BASTROP

A. Definition of Specific Portion of the Aqua Water CCN to be conveyed to Bastrop

ATTACHMENT A to this Amendment shows a map of the (NAME OF DEVELOPMENT) Development that is covered by this Amendment. The map shows the location of the development in relation to the City limits of Bastrop, the current Water CCN of Bastrop, the parcels included in the development as well as the number of acres that comprise the development.

B. Calculation of compensation

Bastrop and Aqua agree that calculation of the compensation to be paid to Aqua by Bastrop for transfer of the specific portion of the Aqua Water CCN is as follows:

Number of acres under development X \$ _____ = Total Compensation

For the subject development, the actual calculation is as follows:

_____ acres X \$8,200 = \$ _____

C. Additional Amounts Owed to Aqua

Bastrop shall pay Aqua the amount of \$ _____ (for stranded assets, easement acquisition, existing customers, etc.).

D. Payment

Payment of the amounts calculated in Sections B and C above shall be paid in accordance with terms and conditions of the Agreement as specified in Section 3.4.

E. Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this Amendment shall be made at Aqua’s offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

F. Miscellaneous

Bastrop and Aqua expressly agree that this Amendment is subject to all terms, conditions, covenants, and obligations set forth in the Agreement unless otherwise stated in this Amendment. Bastrop and

Aqua agree that the Recitals set forth above are true and correct and incorporated into the terms of this Amendment.

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

AQUA

BASTROP

By: _____

By: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
Secretary

Date: _____

Date: _____

ATTACHMENT A

Map Showing the area of Aqua Water CCN subject to the transfer for [insert name of
Development]

EXHIBIT “C”

Name and Address for Notice to Aqua

Dave McMurry
General Manager
Aqua Water Supply Corporation
415 Old Austin Highway
Drawer P
Bastrop, Texas 78602

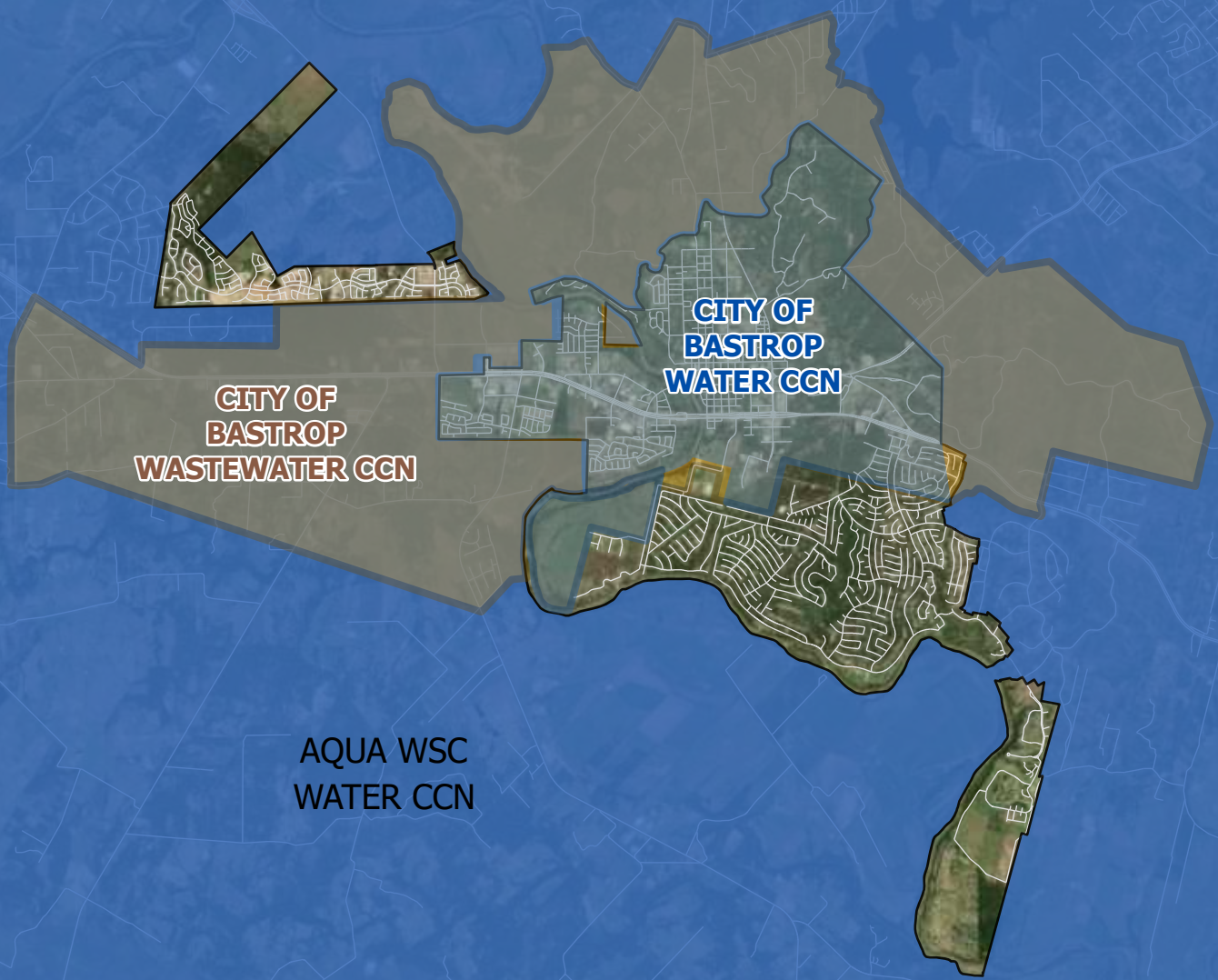
Name and Address for Notice to Bastrop

[insert name]

City Manager

City of Bastrop

[insert address]



AQUA WSC
WATER CCN

CITY OF
BASTROP
WASTEWATER CCN

CITY OF
BASTROP
WATER CCN



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider and act to accept \$1,200 from St. David's Hospital to the City of Bastrop for the creation of a mural in Delgado Park honoring Minerva Delgado.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Councilmember Lee was honored as a “Network Weaver” by St. David’s foundation and awarded \$1,200 to put towards a civic project in Bastrop. Councilmember Lee chose Delgado Park as her project and began collaborating with the Parks Board and the Cultural Arts Commission to create a mural in Delgado park that would honor the life of Minera Delgado.

In 1948, with the support of LULAC and the legal assistance of Gus Garcia, Minerva Delgado and 20 other parents of Mexican American children filed suit in U.S. District Court for the Western District of Texas challenging the segregation of their children in five Texas public school districts. Thus began the case of *Delgado, et. al. v. Bastrop Independent School District, et. al.* In their complaint for the Mexican American parents, the attorneys argued that the school districts had “prohibited, barred, and excluded” Mexican American children from attending public school with “other white school children” in violation of the equal protection of the laws guaranteed by the U.S. Constitution’s Fourteenth Amendment.

(<https://oyezoyezohyay.org/delgado-v-bastrop-1948-case-summary/>)

FISCAL IMPACT:

General Fund \$1,300 to complete the project.

RECOMMENDATION:

Approve the project subject to an approved design by the family of Minerva Delgado.

ATTACHMENTS:

1. Presentation by Councilmember Lee
2. Supporting documentation including budget, mural ideation, and color palette.



Bastrop Mural Project Minerva Delgado Park

by Councilmember Lee

Introduction

Murals serve communities by brightening building facades, attracting visitors to the location, reinforcing identities for a particular area of the city, and/or creating a space that highlights history or historical figures. Bastrop City Council Member Lee received funding from the ST. David's foundation for the purpose of creating a community-based project that promotes collaboration and partnerships between organization and groups.

Minerva vs BISD

Prior to 1950, most Mexican American children in Texas Attended segregated public schools in Bastrop. Mina Ward was an old one-room house where Hispanic Children attended 1st-7th grade.

Minerva Delgado, a Mexican American Girl attending Mina Ward, was denied the ability to attend an Anglo School and in 1948, a federal lawsuit was filed on behalf of a group of Mexican Americans against Bastrop Independent School District to end desegregation. The courts ruled in favor of the group which ended legal segregation of Mexican Americans in Texas.



Project Description

A small-scale mural at the site of Minerva Delgado park using imagery of Minerva Delgado with a focus on the educational history of the historic Delgado vs BISD desegregation case.

The Mural will be commissioned as a tribute to the town and will remain as a permanent work of the City of Bastrop Collection of Mural Projects.



Project Location

The building structure is located in the park at 709 Laurel St, and the mural will be placed on the exterior wall of the restrooms located at Delgado Park. The building is comprised of brick measuring 12 ft in Width (front/back), 8.5ft in Width on each side, and 7 Ft in Height.



ARTIST SELECTION AND CRITERIA

Create a conceptual visualization of the History of Mina Ward, the significant impact of the lawsuit on desegregation for Mexican Americans in Texas and highlight the history and culture of our Hispanic community. Reflect high standards of artistic ideation and mural installation practices and include artist maintenance throughout the longevity of the mural until such time the city determines its permanence.

Eligibility required selection of a professional artist who had previous work and projects with similar scope and scale, with a budget amount of \$2,200.

Artist Call went out August 2023 with a submission deadline of September 30, 2023

2-3 Submissions were received

ARTIST SELECTED BY CULTURAL ARTS COMMISSION:

Curtis Griffin, Local Artist in Bastrop

Concept Design



Budget and Materials Breakdown

Item 9G.

Texture of the structure requires a mix of two coats of Kilz Primer and spray paint. The mural will be sealed off for weather and sun protection and paints used will be anti-graffiti resistant.

West wall - H 91" x W 102" = 64.5 Sqft

North Wall – H 91" x W 144" = 91 Sqft – 156 Sqft total

Kilz Primer - \$25 per gallon x 2 = \$50

MTN Spray Paint - \$7.50 per can x 50 + shipping = \$430

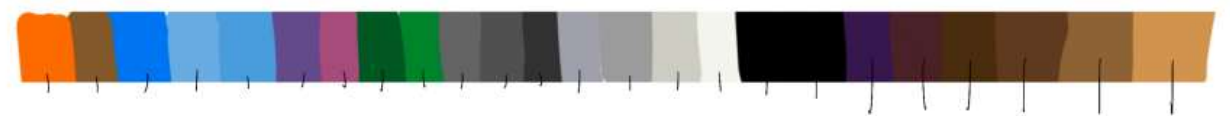
TSW8 Acrylic-Master Anti-Graffiti Coating – 1 gallon = \$145

Materials total = \$625

Labor total = \$1875

Mural total = \$2500

Color Palette



25 COLORS
X 2 PER
50 CANS TOTAL
X 7.50

\$375
+\$65 tax + ship

\$430
SPRAY
PAINT

2 GALLONS KILZ
\$25 per

\$50 PRIMER

1 GALLON
TSWB ACRYLI-MASTER

\$145

\$625 TOTAL

Funding Resources

- **Central Texas Health and Well-being Network and St David's Foundation** \$1,200
- **City of Bastrop** – General Fund budget \$1,300

Key People in Support of the Project

Council Member Cheryl Lee

City Manager Sylvia Carrillo

The Cultural Arts Commission

The Parks Board

Central Texas Health and Well-being Network and St David's Foundation

Minerva Delgado and Family

Former Senator Gonzalo Barrientos

Former City Council Member Kay McAnally

Former Mayor Ken Kessulus

Recommendation

1. Council Approval of the project
2. Acceptance of contribution from Central Texas Health and Well-being Network and St David's Foundation;
and
3. Funding amount of \$1,300 from Hot Funds

Questions?

Materials Breakdown

Due to the extreme roughness of the wall surface, I would suggest a minimum of two coats of Kilz primer. Additionally, I believe Spray Paint will be the only way to successfully paint the surface due to the buildings texture. Finally, one would need to seal the entire mural for weather and sun protection.

I have also attached a visual representation of the proposed color palette.

Please reach out if you need more specific information or clarification.

West wall - H 91" x W 102" = 64.5 Sqft

North Wall – H 91" x W 144" = 91 Sqft – **156 Sqft total**

Kilz Primer - \$25 per gallon x 2 = \$50

MTN Spray Paint - \$7.50 per can x 50 + shipping = \$430

TSW8 Acryli-master Anti-Graffiti Coating – 1 gallon = \$145

Materials total = \$625

Labor total = \$1875

Mural total = \$2500



25 COLORS
 X 2 PER
 50 CANS TOTAL
 X 7.50

\$ 375
 + \$ 65 tax + ship

\$ 430
 SPRAY
 PAINT

2 GALLONS KILZ
 \$ 25 per

\$ 50 PRIMER

1 GALLON
 TSWB ACRYLI-MASTER

\$ 145

\$ 625 TOTAL



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-16 of the City Council of the City of Bastrop, Texas, approving an interlocal agreement with the City of Hurst for the purchase of various goods and services; authorizing the negotiation and execution of all necessary documents; providing for repeal; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Interim Assistant City Manager

BACKGROUND/HISTORY:

This is a request for Council to authorize staff to utilize contracts available through City of Hurst. All of the City of Hurst's contracts are solicited by the City's Purchasing Office in compliance with applicable laws, regulations and policies. Contracts in excess of \$50,000 are awarded by the City Council. The awarded contracts are then available to the City of Bastrop to make purchases through use of the ILA. In particular, the City of Hurst has a contract for High Density Mineral Bond Treatment ("HA5") for street maintenance that the Public Works Department would like to utilize.

Cooperative Purchasing Agreement - Chapter 791 of the Texas Government Code allows for a local government to contract with another local government, including a nonprofit corporation, to perform governmental functions, such as cooperative purchasing. The City satisfies the requirement to seek competitive bids if using a contract through a cooperative purchasing agreement (Chapter 791.025). Pursuant to Chapter 791, staff desires for the City of Bastrop to execute a cooperative purchasing agreement with City of Hurst.

The City of Hurst has competitively bid contracts for a wide variety of goods and services including a contract for High Density Mineral Bond Treatment ("HA5") for street maintenance. The use of the contracts may allow for savings to the City of Buda for the same goods and services and facilitate early acquisition of the services as opposed to the City going through its own separate bid process. Thus, the City could acquire the goods and services faster while complying with State procurement statutes. Approval of this ILA by Council would allow these additional contracts to be available for use by the City. The City Attorney has reviewed the cooperative purchasing agreement to be executed with the City of Hurst.

FISCAL IMPACT:

The City of Hurst has competitively bid contracts that may provide advantageous pricing. Each contract will be reviewed to confirm it provides the best value to the City of Bastrop.

RECOMMENDATION:

Authorize the City Manager to execute an Interlocal Cooperative Purchasing Agreement with City of Hurst, Texas, to provide cooperative purchasing services to the City of Bastrop.

ATTACHMENTS:

1. Resolution No. R-2024-16
2. Interlocal Agreement DRAFT to be executed

RESOLUTION NO. R-2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF HURST FOR THE PURCHASE OF VARIOUS GOODS AND SERVICES; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Bastrop is a governmental entity engaged in the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, it is necessary to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code to set forth the terms and conditions upon which City Of Bastrop and City Of Hurst may purchase various goods and services commonly utilized by each party; and

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of City Of Bastrop and City Of Hurst through the anticipated savings to be realized; and

WHEREAS, City Of Bastrop and City Of Hurst, both, have current funds available to satisfy any fees owed pursuant to this Agreement; and

WHEREAS, both cities wish to enter into an interlocal agreement to purchase various goods and services commonly utilized by each party.

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

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

Section 2. The City Council authorizes the execution of the Interlocal Agreement (attached and incorporated herein as Exhibit A).

Section 3. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. This Resolution shall be in full force and effect from and after its passage.

Section 5. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this, the 23rd day of January 2024.

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Clerk

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the CITY OF HURST, Texas (hereinafter called "CITY OF HURST"), and the CITY OF BASTROP, Texas (hereinafter called "CITY OF BASTROP"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF HURST and CITY OF BASTROP are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF HURST and CITY OF BASTROP wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF HURST and CITY OF BASTROP may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF HURST and CITY OF BASTROP through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF HURST and CITY OF BASTROP have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF HURST and CITY OF BASTROP agree as follows:

1. The purpose of this Agreement is to provide CITY OF HURST and CITY OF BASTROP with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. CITY OF HURST and CITY OF BASTROP may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

CITY OF HURST and CITY OF BASTROP agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

2. CITY OF HURST and CITY OF BASTROP shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF HURST and CITY OF BASTROP shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF HURST

CITY OF BASTROP

By: Clay Caruthers,
City Manager

By: SYLVIA CARRILLO,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 202_, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on the ___ day of _____, 202_, by SYLVIA CARRILLO, City Manager of the **CITY OF BASTROP, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas



STAFF REPORT

MEETING DATE: January 23, 2024

TITLE:

Consider action to authorize the City Manager to negotiate and execute a contract with Holbrook Asphalt Company in the amount not to exceed \$1,300,000.00 for the purchase of high-density mineral bond seal ("HA5") treatment for asphalt pavement and traffic control through use of the City of Hurst Interlocal Purchasing Agreement.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Interim Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop is looking to expand our pavement management program to help improve the life cycle cost of maintaining streets. A robust pavement management program includes multiple maintenance approaches depending on the condition of the street. HA5 is a high density mineral bond that is applied to streets typically between years 2-8 after asphalt has been laid. HA5 retains the critical oils and resins that keep asphalt pavement flexible and greatly increases the lifespan of the road. Extending the lifespan delays the need to implement the next stage in a pavement preservation program which is mill and overlay. The City has varying ages and conditions of roads that require the best fit approach for pavement preservation techniques. Roads that have failures and significant cracking will need to use mill/overlay. Roads that have complete failures will need to be reconstructed.

The City of Hurst formally solicited and awarded contract #19-007 with Holbrook Asphalt Company for the purchase of high-density mineral bond seal ("HA5") treatment for asphalt pavement. With the Council's approval of the City of Hurst Interlocal Purchasing Agreement, the City of Bastrop is eligible to piggyback off this contract. Staff will subsequently prepare a contract and agreement to enter with Holbrook Asphalt Company.

The company coordinates with homeowners via all methods of communication to ensure everyone is on the same page. Streets are completely shut down from approximately 9:00am until 5:00pm. This allows for homeowners to leave for work and school in the morning and return back to their homes in the evening. Coordination with trash service, school bus service, and emergency services is done in advance to minimize the impact on those services. If an emergency happens on a street closed for application, the crew will allow access and reapply the treatment.

The City of Hurst has a currently awarded contract #19-007 with Holbrook Asphalt Company. The current contract price is \$4.10 per square yard complete and in place. The term of the proposed City of Bastrop task order contract is for one year after execution by the City with the option to renew for up to four additional one-year terms for the same price and specifications. The proposed

areas to address are shown in the map exhibits. This is based on these roadways falling with the prime age for this type of treatment.

Holbrook Asphalt Company is prepared to start as soon as all contracts and agreements are executed.

FISCAL IMPACT:

The maximum spending over this proposed contract's life is not to exceed \$1,300,000.00.

RECOMMENDATION:

Consider action to authorize the City Manager to negotiate and execute a contract with Holbrook Asphalt Company in the amount not to exceed \$1,300,000.00 for the purchase of high-density mineral bond seal ("HA5") treatment for asphalt pavement and traffic control through use of the City of Hurst Interlocal Purchasing Agreement.

ATTACHMENTS:

1. Holbrook Asphalt Company Proposal Packet



**City of Bastrop
Strategy for Pavement Preservation
Total Project Size: 269,465 SY
Proposal for HDMB Project**

Summary:

The highest return on investment (ROI) is achieved by installing HA5 - High Density Mineral Bond.

Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.

Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments

The biggest items to focus on for preservation treatments are:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to slow the age hardening of asphalt pavement that leads to cracking and deterioration.

A breakthrough that is changing the aging characteristics of asphalt, and confirmed by university testing, is igniting enthusiasm for a profound reduction in pavement life-cycle costs.

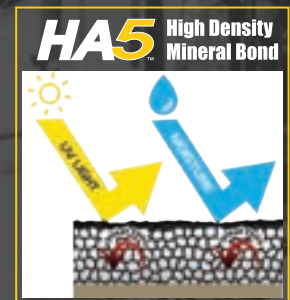
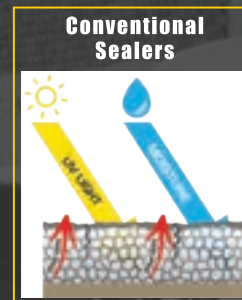
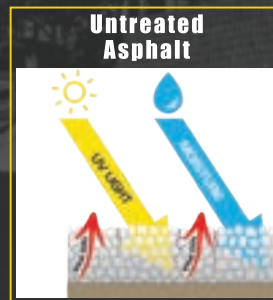
RESEARCH PROVES HA5 DELAYS AGE HARDENING

67%

DELAY IN ASPHALT AGING



HOW HA5 IMPACTS ASPHALT AGING



"Using conventional as well as leading-edge testing methods to identify the age hardening of the asphalt binders, researchers have identified a 67% delay in the age hardening of the asphalt binder with HA5 installed as a pavement preservation strategy. This ability to reduce flexibility loss supports an in-field case study where after just a four-year period a side-by-side comparison identified cracking to be reduced by nearly 9 times with HA5 installed."

"Transportation Research 2020" Dr. Shakir Shatnawi, P.h.D., P.E. Former State Pavement Engineer and Division Chief at Caltrans with 30 years of experience in pavement design, management, and preservation.

HA5 Treatment Report

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. **More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration**

Core Sample Comparison



Slurry

Date Pavement Installed:
1999

Preservation:
Type II Slurry



Chip Seal

Date Pavement Installed:
1999

Preservation:
Chip Seal



HA5

Date Pavement Installed:
1995

Preservation:
HA5 (High Density Mineral Bond)

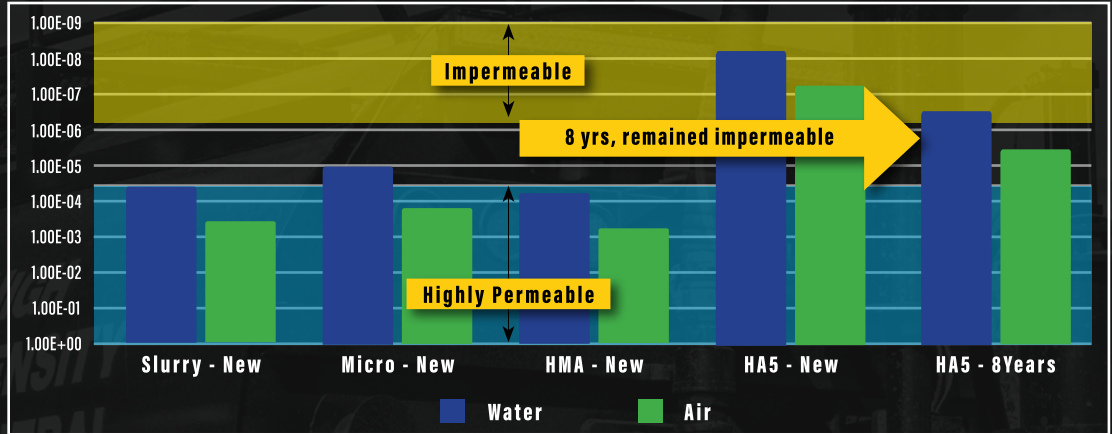
A report from the engineering firm Rosenberg & Associates, assessing a side-by-side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4-year period**.

KEYS TO PAVEMENT PRESERVATION:
The Right Treatment, on the Right Road, at the Right Time.

For more information visit:

www.holbrookasphalt.com/HA5

AIR & WATER PERMEABILITY COMPARISON



Research on binder elasticity and pavement permeability proves that asphalt treated with HA5 significantly increases the useful life of asphalt pavement and therefore dramatically lowers the cost of transportation infrastructure.

ROI

Primary Treatment Strategy	Avg PCI	(Subdivision Public Acceptance Rating) PAR	\$/Centerline Mile*	Cost of Ownership Savings
1. Do Nothing	70	4	\$5,642,846.54	0%
2. Partial Recon/ Surface removal	73	4	\$3,612,576.63	36%
3. Mill & Overlay	76	6	\$3,099,706.96	45%
4. Thin Overlay	75	6	\$2,961,391.49	48%
5. Seal Coat/Mastic Sealer	79	7	\$2,639,047.53	53%
6. FOG/Rejuvenator	81	7	\$2,590,647.40	54%
7. Type II Slurry	86	4	\$1,281,249.01	77%
8. Micro Surface	80	5	\$1,247,331.18	78%
9. Chip Seal	80	2	\$1,115,431.75	80%
10. High Density Mineral Bond (HA5)	88	9	\$954,838.49	83%

- Highest Return on Investment (ROI)
- Highest Pavement Condition Index (PCI)
- Highest Public Acceptance Rating (PAR)

Every agency's design specifications and goals are different but HA5 has proven its effectiveness at extending design life no matter what your goals look like.



Data analysis provided by Scot Gordon, PE, IAM, President, Roadway Asset Services, LLC. Scot has a Bachelor's and Master's degree in civil engineering from Texas A&M University with 30 years experience involving design of major highway infrastructure, evaluation and research of pavements, soil stabilization, and pavement management plan development.

Proactive DOTs, Municipalities, and HOAs across the country have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond

- » Lower & more predictable costs
- » Extends pavement life
- » Unmatched Durability
- » No loose or grainy residue
- » Fewer premature failures
- » High Homeowner acceptance

Garland, TX



Sachse, TX



Claremore, OK



Alabama DOT



St. George, UT



Queen Creek, AZ



Matthews, NC



Rocklin, CA



Nashville, TN





Project Location	Proposal #	Date Issued	PO/LD #
City of Bastrop TX Various Streets Bastrop TX 78602	HAU948987	1/9/2024	

Terms

Due Upon Completion

Adviser Information

Kent Nobis
P: 435-619-0575 | E: kent@preserveasphalt.com

Description

HA5 High Density Mineral Bond

Bill To

City of Bastrop TX
Attn: John Eddleton
1311 Chestnut St
Bastrop TX 78602

Item	Quantity	UM	Rate	Amount
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	269,465	SqYd	4.10	1,104,806.50
Traffic Control Traffic control for TxDOT intersections to perform road closure and/or lane closures. Includes 2 days per set up, digital message boards, encroachment permit from TxDOT, and mobilization to cover initial set up and final pick up. Intersections for Traffic Control: Hunters Crossing and Hwy 21 Home Depot Way and Hwy 304 Hunters Point Dr and Hwy 304 Hospital Dr and Hwy 150 Perkins St and Hwy 150 Eskew and Hwy 150 Perkins and Hwy 21 Eskew and Hwy 21 Cedar St and Hwy 95 Farm St and Hwy 95 Walnut St and Hwy 21 Pitt St and Hwy 21 Spring St and Chestnut Hills St and Chestnut Jefferson St and Chestnut		LS		74,692.50

Note: Crack Fill, Asphalt Repairs, and Striping to be provided by others.

Total	\$1,179,499.00
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Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
1/9/2024	HAUB13475

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contactor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancellation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

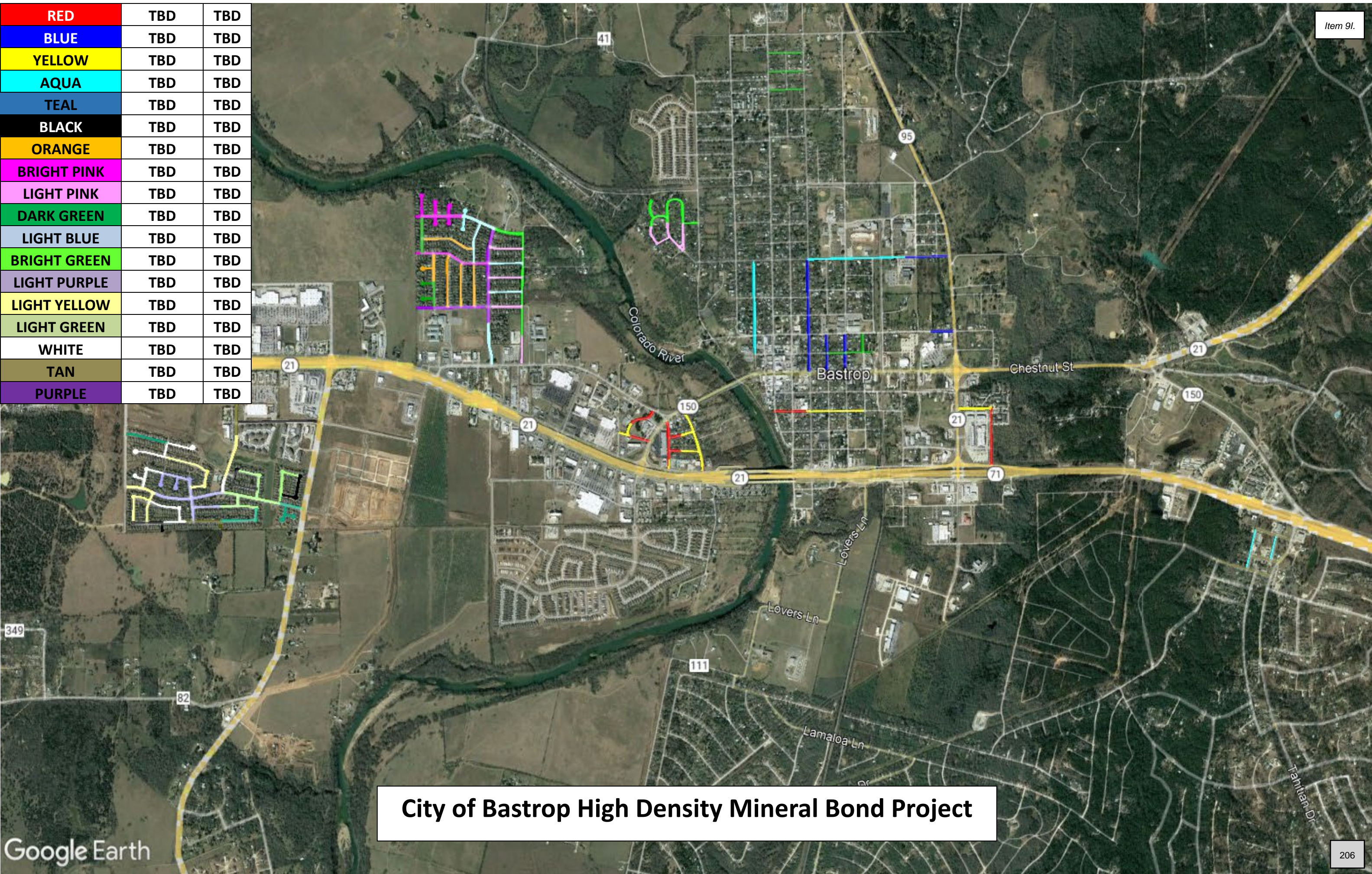
Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

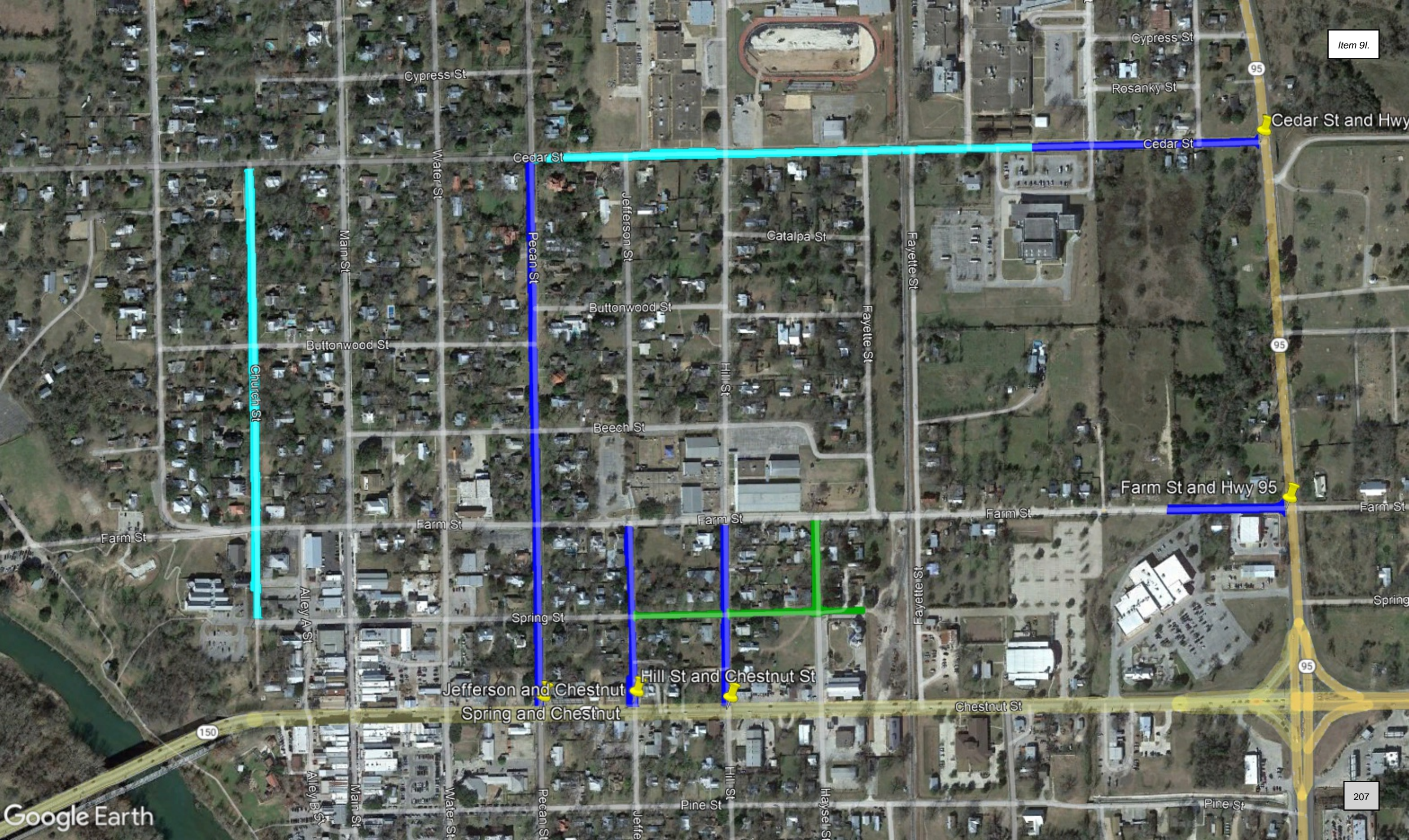
HAU948987 - HA5 High Density Mineral Bond (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

RED	TBD	TBD
BLUE	TBD	TBD
YELLOW	TBD	TBD
AQUA	TBD	TBD
TEAL	TBD	TBD
BLACK	TBD	TBD
ORANGE	TBD	TBD
BRIGHT PINK	TBD	TBD
LIGHT PINK	TBD	TBD
DARK GREEN	TBD	TBD
LIGHT BLUE	TBD	TBD
BRIGHT GREEN	TBD	TBD
LIGHT PURPLE	TBD	TBD
LIGHT YELLOW	TBD	TBD
LIGHT GREEN	TBD	TBD
WHITE	TBD	TBD
TAN	TBD	TBD
PURPLE	TBD	TBD



City of Bastrop High Density Mineral Bond Project



Church St

Cedar St

Pecan St

Jefferson St

Catalpa St

Fayette St

Cedar St

95

Cedar St and Hwy

Cypress St

Cypress St

Rosanky St

Main St

Buttonwood St

Buttonwood St

Beech St

Hill St

Fayette St

Farm St and Hwy 95

95

Farm St

Farm St

Farm St

Farm St

Farm St

Alley A St

Spring St

Hill St and Chestnut St

Jefferson and Chestnut

Spring and Chestnut

Fayette St

Spring

95

Chestnut St

150

Alley B St

Main St

Water St

Pecan St

Jeffe

Pine St

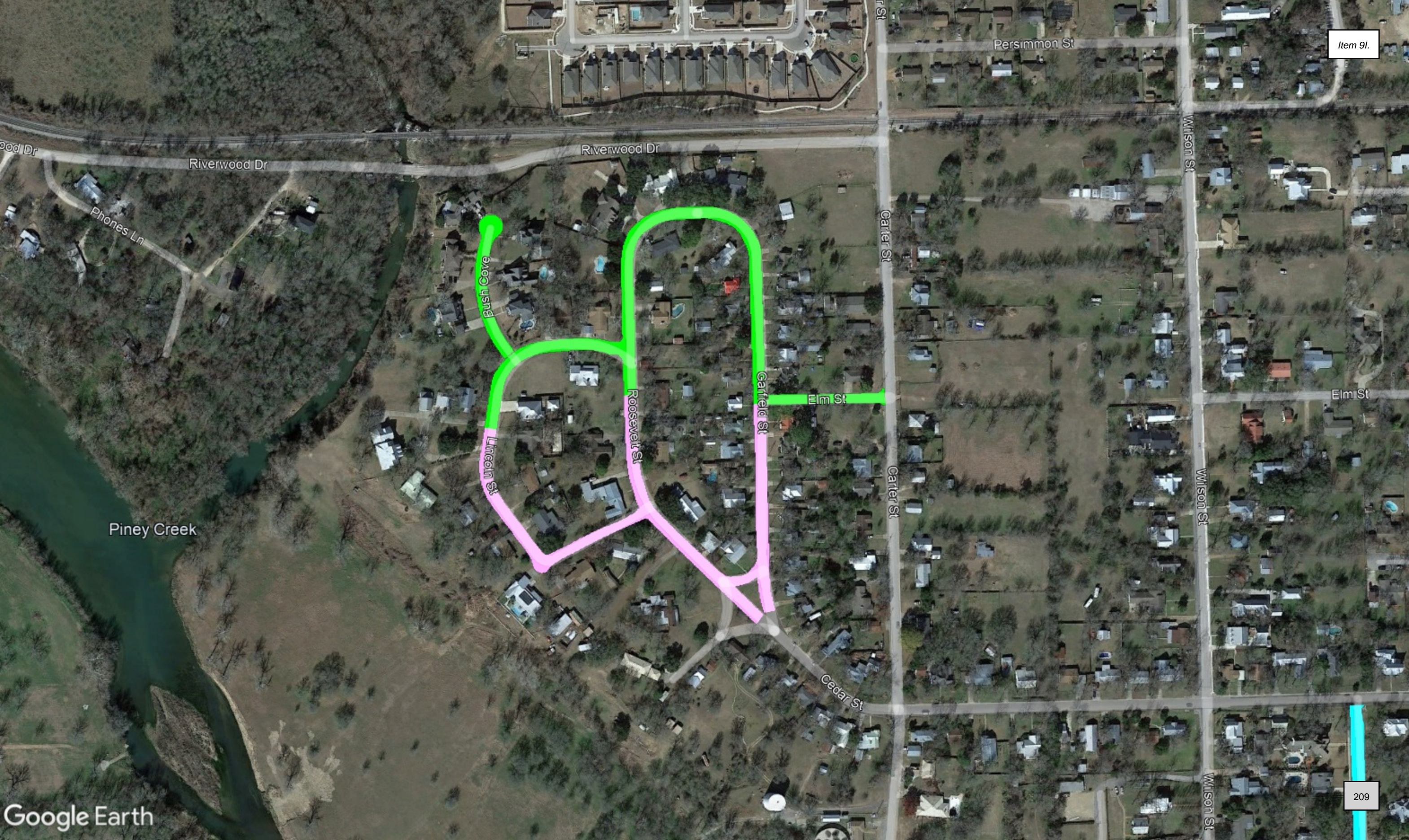
Hill St

Hayse

Pine St

207





Item 91.

ood Dr

Riverwood Dr

Riverwood Dr

Persimmon St

Wilson St

Phones Ln

Bush Cove

Carter St

Elm St

Piney Creek

Lincoln St

Roosevelt St

Garfield St

Elm St

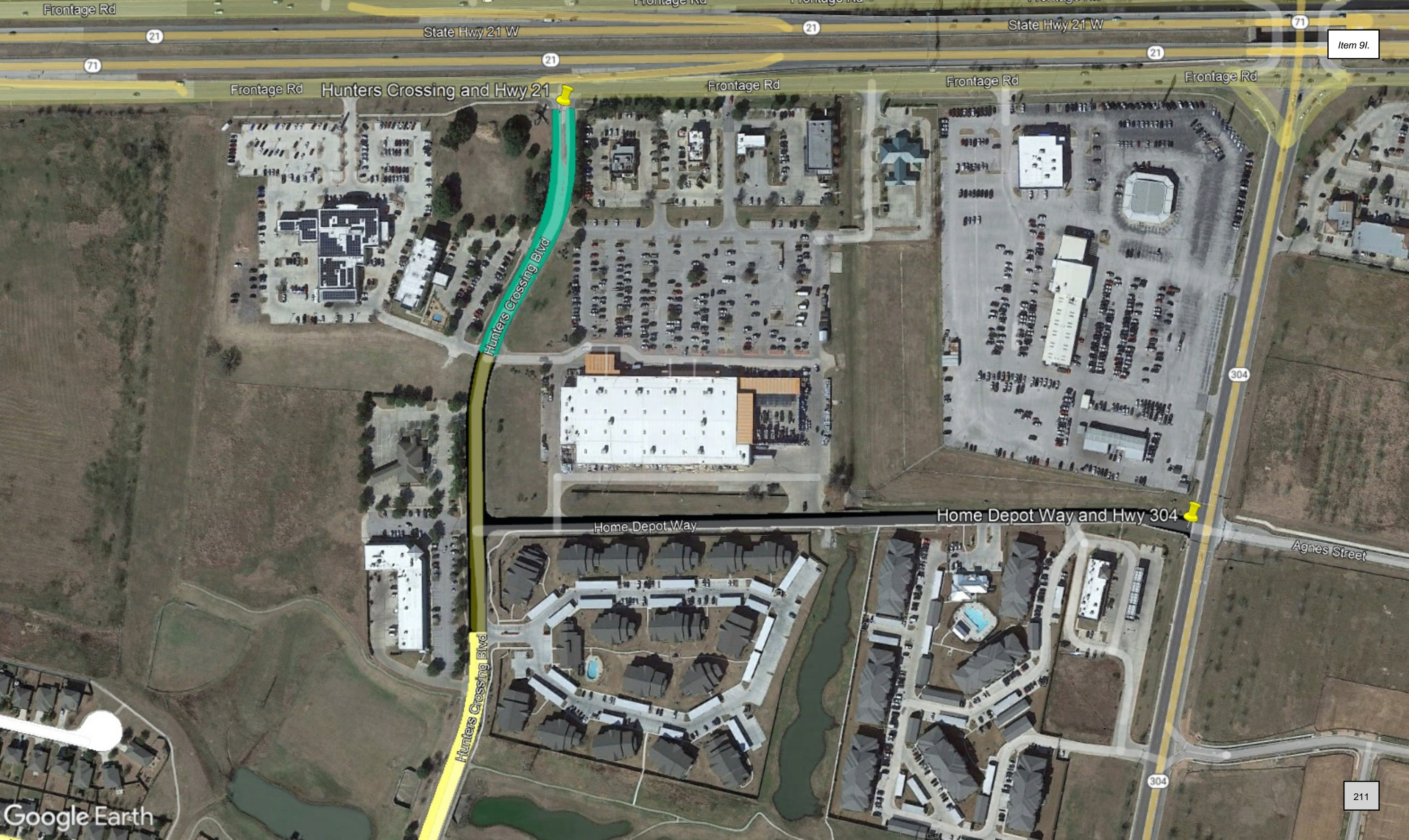
Carter St

Wilson St

Cedar St

Wilson St





21

State Hwy 21 W

21

State Hwy 21 W

71

Item 91.

71

Frontage Rd
Hunters Crossing and Hwy 21

21

Frontage Rd

Frontage Rd

Frontage Rd

Hunters Crossing Blvd

304

Home Depot Way

Home Depot Way and Hwy 304

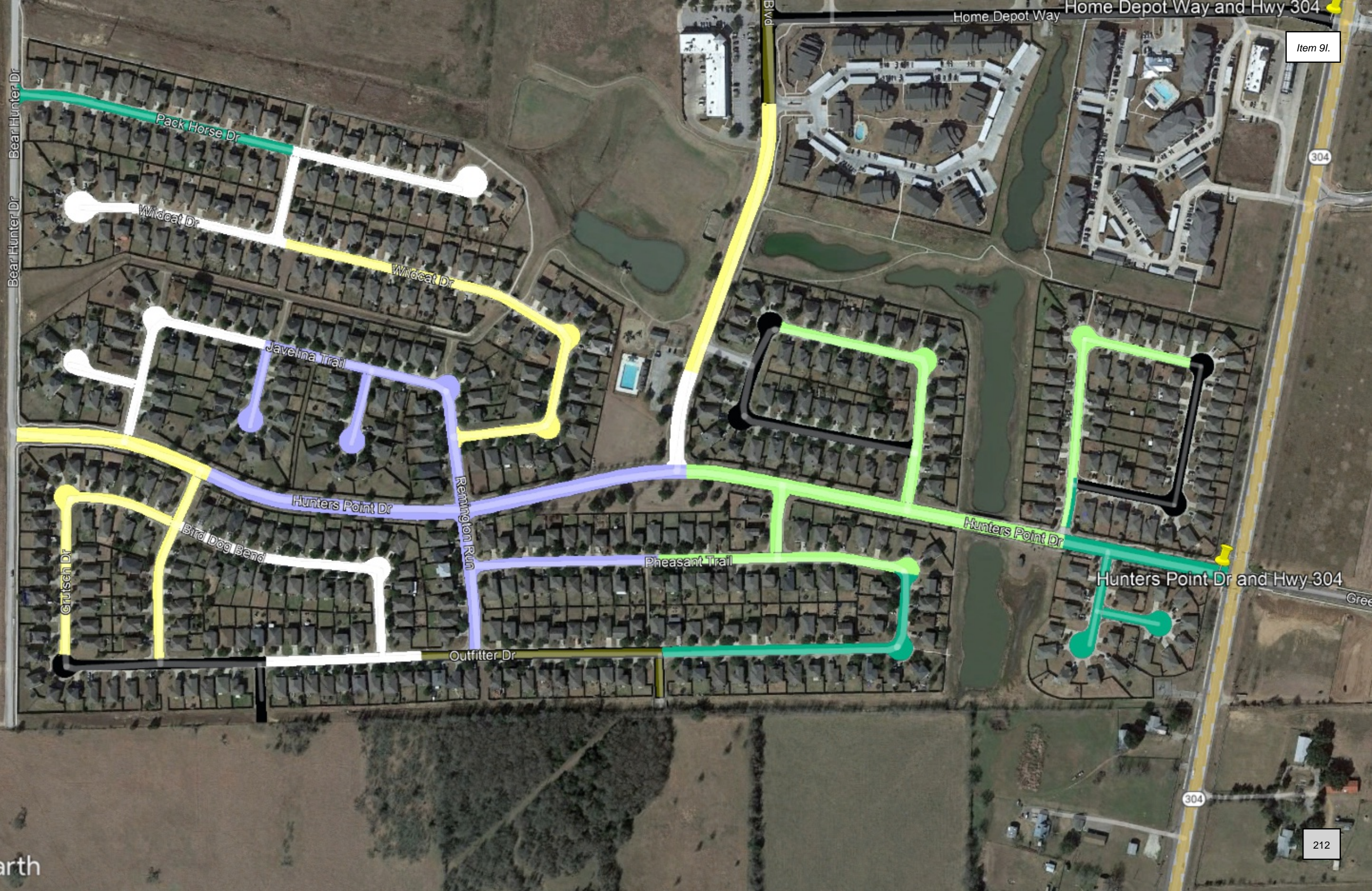
Agnes Street

Hunters Crossing Blvd

304

Google Earth

211



Item 91.

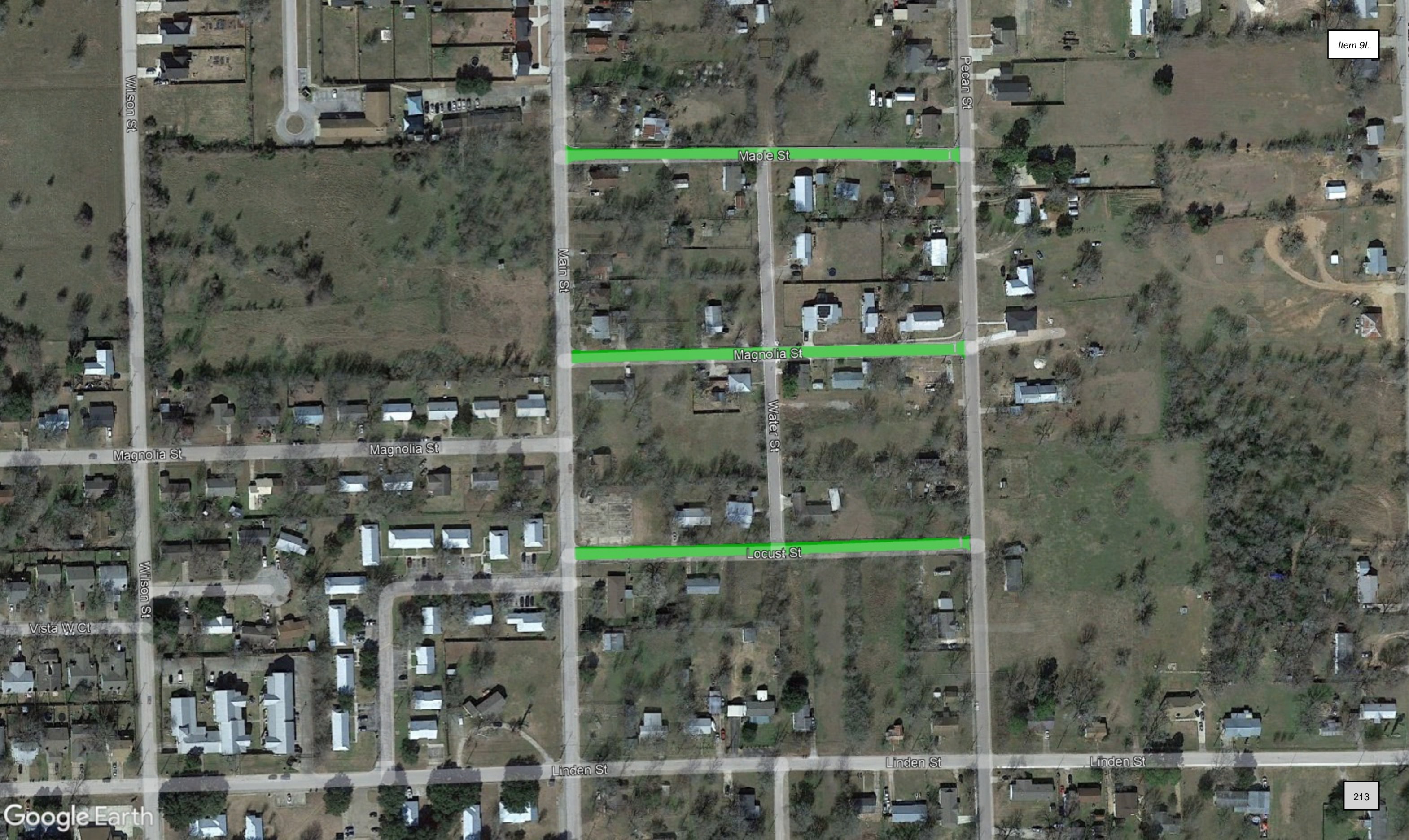
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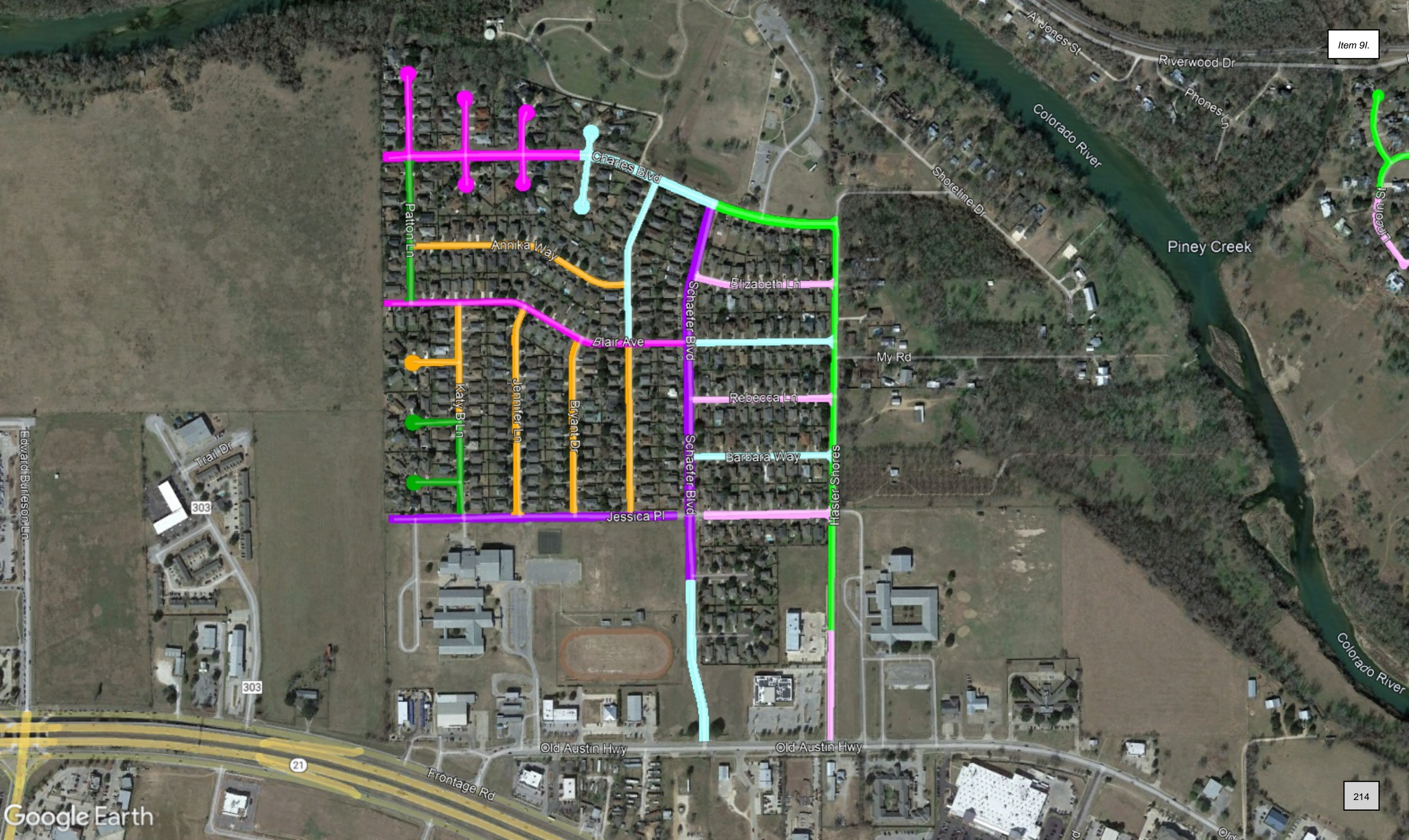
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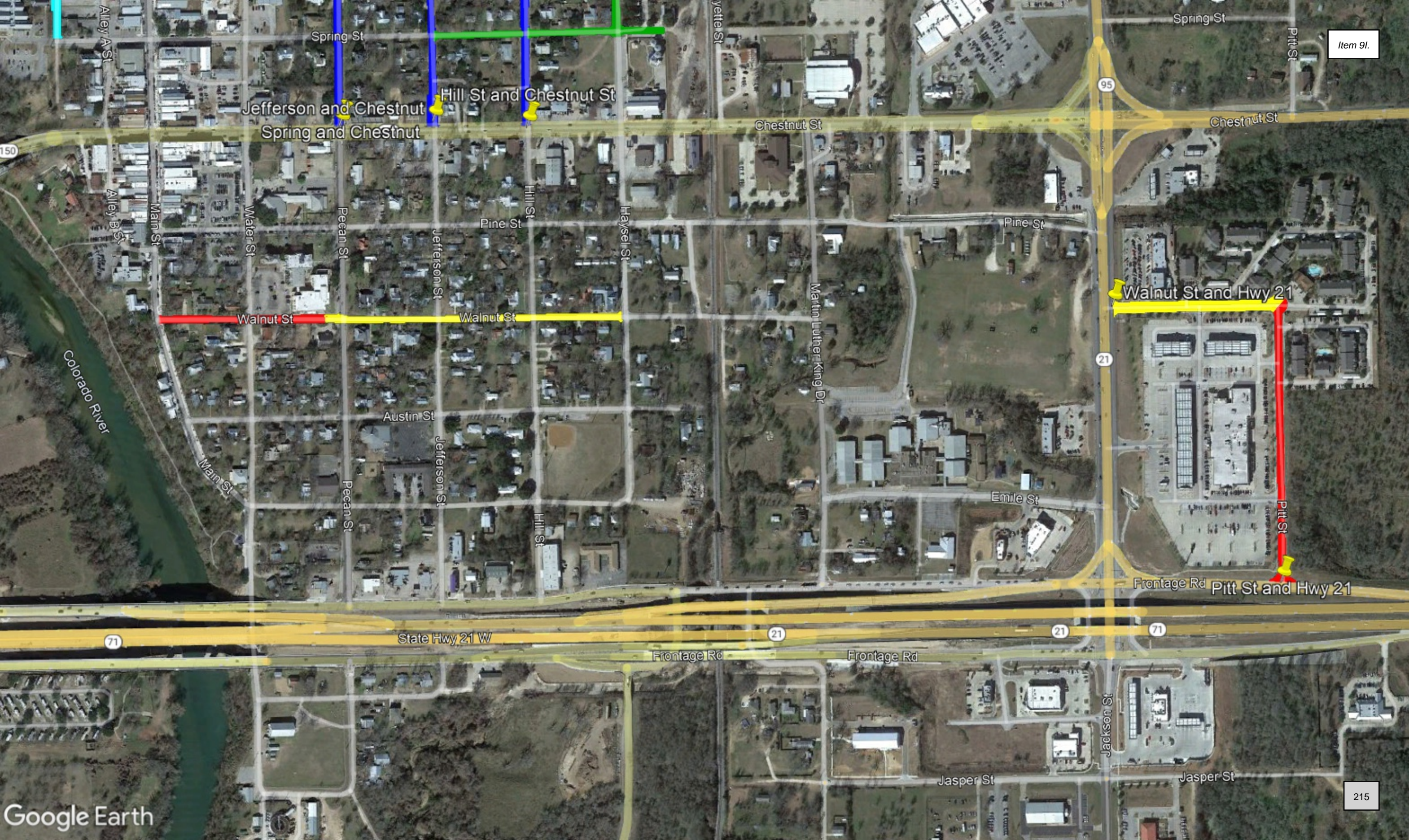
Home Depot Way Home Depot Way and Hwy 304

Hunters Point Dr and Hwy 304

304







Item 91.

Spring St
Jefferson and Chestnut
Spring and Chestnut
Hill St and Chestnut St

Walnut St and Hwy 21

Pitt St and Hwy 21