

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



April 25, 2023

Regular Council Meeting at 6:30 PM

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

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

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

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE** - Juan Ramirez and Arwyn Ayala, Bastrop High School YAC, YAB, Robotics & Band

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

- 3. INVOCATION** - Ketrich Steger, Police Chaplain & Pastor for The Refuge

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

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

[4D.](#) A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 4, 2023, as Firefighter Day.

5. WORK SESSIONS/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS

[6A.](#) Receive presentation of Visit Bastrop mid-year report.

[6B.](#) Receive presentation on the unaudited Monthly Financial Report and the Investment Report for the period ending March 31, 2023.

Submitted by: Tracy Waldron, Chief Financial Officer

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 April 11, 2023, Regular Meeting; April 17, 2023, Joint Council and BEDC Meeting; and April 19, 2023, Pre-Budget Planning Workshop.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve the second reading of Ordinance No. 2023-09 of the City Council of the City of Bastrop, Texas amending the City of Bastrop, Texas Code of Ordinances, Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention; repealing conflicting provisions; providing for severability; proper notice and meeting; and establishing for an effective date.

Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management.

8C. Consider action to approve Resolution No. R-2023-65 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Kevin Mawby to Place 1 and Ron Castaneda to Place 9 of the Main Street Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

8D. Consider action to approve Resolution No. R-2023-59 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with 71 Retail Partners LP for Bastrop Grove Section 3, Lots 9-19 as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

8E. Consider action to approve Resolution No. R-2023-60 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with MC Bastrop 71, LP for Bastrop Grove Section 5, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

8F. Consider action to approve Resolution No. R-2023-58 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities Bastrop, LLC for Colony MUD 1F Section 3 as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

8G. Consider action to approve Resolution No. R-2023-57 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities Bastrop, LLC for Colony MUD 1D Section 5 as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

8H. Consider action to approve Resolution No. R-2023-66 of the City Council of the City of Bastrop, Texas, awarding a contract for the update to the 2016 Comprehensive Plan to Halff Associates, Inc. in an amount not to exceed One Hundred Eighteen Thousand, Two Hundred Forty Dollars (118,240.00) hereby 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 Trey Job, Assistant City Manager

8I. Consider action to approve the second reading of Ordinance No. 2023-12, of the City Council of the City of Bastrop, Texas, amending Chapter 1, Subdivision, Article 1.3 Platting Procedures, SEC. 1.3.006 Lots of Record of the City of Bastrop B3 Development Code by adding a section for existing lots of record who can receive administrative approval outside of the normal platting procedure.

Submitted by: Sylvia Carrillo, City Manager

8J. Consider action to approve Resolution No. R-2023-70 of the City Council of the City of Bastrop, Texas, approving a temporary compensation increase for the City Manager while serving as interim director of the Bastrop Economic Development Corporation and authorizing the Mayor to execute an addendum to the City Manager's Employment Agreement on behalf of the City of Bastrop.

Submitted by: Sylvia Carrillo, City Manager

8K. Consider action to approve the second reading of Ordinance No. 2023-10, of the City Council of the City of Bastrop, Texas, amending Article 2.4 Administration Sec. 2.4.001 Nonconforming Uses and Structures by adding that the intent of the provisions will not create a disparate impact to residents.

Submitted by: Sylvia Carrillo, City Manager

8L. Consider action to approve Resolution No. R-2023-68 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement between the City of Bastrop and Bastrop County, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve Resolution No. R-2023-63 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Health, LLC dba PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-Two Thousand Three Hundred Thirty Four Dollars (\$32,334), authorizing the City Manager to execute all necessary documents, and providing for an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

- 9B. Consider action to approve Resolution No. R-2023-50 of the City Council of the City of Bastrop, Texas, approving the Financial Procedures Manual, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

- 9C. Consider action to approve Resolution No. R-2023-64 of the City Council of the City of Bastrop, Texas supporting the City of Bastrop's Application to the Texas Department of Transportation's 2023 Transportation Alternatives set-aside (TA) call for projects requesting a grant in the amount of Twelve Million Two Hundred Thirty-Two Thousand Five Hundred Thirteen Dollars and Sixty Cents (\$12,232,513.60) to rehabilitate the Old Iron Bridge; authorizing the City Manager to execute all necessary documents, providing for a repealing clause and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

- 9D. Consider action to approve the first reading of Ordinance No. 2023-14, of the City Council of the City of Bastrop, Texas, authorizing Pro Rata Reimbursement & Cost Sharing Agreements for water and wastewater infrastructure; and move to include on the May 9, 2023, consent agenda for a second reading.

Submitted by: Sylvia Carrillo, City Manager & Interim Director of the Bastrop Economic Development Corporation (BEDC)

- 9E. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2023-13 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2020-09, Article 8.05, and providing an effective date and move to include on May 9, 2023, consent agenda for a second reading.

Submitted by: Vicky Steffanic, Chief of Police

- 9F. Hold a public hearing and consider action to approve Resolution No. R-2023-67 of the City Council of the City of Bastrop, Texas, consenting to the creation and division of Wildwood Municipal Utility District, providing for an open meetings clause, and providing for an effective date.

Submitted by: Trey Job, Assistant City Manager

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss Interview Process for an Associate Judge.

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



STAFF REPORT

MEETING DATE: April 25, 2023

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.

ATTACHMENTS:

1. PowerPoint



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Council Members' 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.

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- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: April 25, 2023

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:

(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;
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- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 4, 2023, as Firefighter Day.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary



P

ROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, International Firefighter’s Day is observed each year on May 4th to honor and remember past firefighters who have lost their lives while serving their communities, to express gratitude to those that have served in this line of work, and to show support and appreciation for those who presently serve; and

WHEREAS, firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors, and strangers alike; and

WHEREAS, at a moment’s notice, thousands of firefighters, both career and volunteer, risk their lives every day by quickly responding to uncertain situations, to mitigate danger through such efforts as search and rescue, hazardous materials response, and combating the threat of destructive fire in order to protect individuals, families, and the economic being of our community; and

WHEREAS, firefighters make the ultimate sacrifice to protect the citizens they serve whether danger is the result of natural or manmade disasters as witnessed by fire suppression deaths and other contributing causes;

NOW, THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim May 4th, 2023 as:

FIREFIGHTER’S DAY IN BASTROP, TEXAS

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 25th day of April 2023.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:
Receive presentation of Visit Bastrop mid-year report.



VISIT BASTROP

EST. 18
32

2022-2023 Mid Year Report



VISIT BASTROP TEAM



Susan Smith, CDME - President/CEO



Ashton LaFuente - Director of Marketing



Cherry Kay Abel, TDM - Director of Sales



Stephanie Doradea - Business Manager



Megan Garcia - Marketing Manager

A stylized graphic on the left side of the slide features a tall, thin tree with a circular sun behind it, both rendered in a light grey, textured style. The sun has several short lines radiating from its top half.

LEISURE TRAVELLER

MARKETING

- Visitor Guide
- Website
 - Search Engine Optimization
 - Google Paid Search
 - Extranet
- Billboards (OOH)
- E Newsletters
 - Meeting and Leisure
- Social Media
 - Facebook, Instagram, LinkedIn,
- Travel Texas Partnership

PUBLIC RELATIONS

- Media Writers/Influencers
- Earned Media Coverage
- Proactive Pitching
- Professional Spokesperson
- Blog

VISITOR SERVICES

- Visit Bastrop Planning App
- Buc-ee's Kiosk

LOCAL COMMUNITY

COLLABORATION

- Cultural Arts
- Main Street
- Historic Commission
- Community Assets
- Music Friendly
- Film Friendly
- Bird Friendly

PARTNERSHIPS AND PROGRAMS

- Community Assets and Stakeholders
 - Museum & Visitor Center
 - Bastrop Opera House
 - Lost Pines Arts Center
 - Main Street
- Visit Bastrop Extranet
- GO! Bastrop Savings Card
- Film Alley Advertising
- DTN Flight Plan
- Quarterly Call for Content
- Destination Travel Network (DTN)

HOW DO WE MEASURE SUCCESS?

Tourism is a dynamic and highly complex sector that manifests itself differently in every destination. While there is no set formula for destination success, successful long-term tourism development must begin with sustainability concepts. A well established DMO, supportive local governments, engaged local leaders, and a shared vision of sustainability and innovation are what most effectively foster destination success.

Marketing KPI's

- Earned Media Coverage
- Website Metrics
- Social Metrics
- Conversions
- Newsletter Metrics
- Blog Metrics
- Leads Generated
- Leads and Room Nights
- Definite Bookings
- HOT Tax
- Sales Tax Revenue
- Main Street Website Metrics
- Research
- Convention Center Sales
 - Repeat vs. New
 - Local vs. Non-Local
- GO! Bastrop Card Offers
- Economic Impact
- Visitor Guide Distribution
- Music Friendly Database

MARKETING HIGHLIGHTS

PUBLIC RELATIONS	2021 - 2022 ACTUALS	2022 - 2023 GOALS	2022 - 2023 ACTUALS YTD*
PR PITCHES	88 pitches	(+5% YOY) 92 pitches	53 pitches
MEDIA ALERTS & PRESS RELEASES	8 releases & alerts	(+5% YOY) 9 releases & alerts	3 releases & alerts

*2022 – 2023 Actuals Date Range: October 1, 2022 - March 31, 2023

MARKETING HIGHLIGHTS

WEBSITE	2021 - 2022 ACTUALS	2022 - 2023 GOALS	2022 -2023 ACTUALS YTD*
PAID SEARCH	99,986 sessions	+7% YOY (106,985 sessions)	50,087 sessions
OVERALL TRAFFIC	280,690 sessions	+7% YOY (300,338 sessions)	127,886 sessions
ORGANIC TRAFFIC	112,379 sessions	+7% YOY (120,246 sessions)	51,684 sessions

*2022 – 2023 Actuals Date Range: October 1, 2022 - March 31, 2023

MARKETING HIGHLIGHTS

WEBSITE	2021 - 2022 ACTUALS	2022 - 2023 GOALS	2022 - 2023 ACTUALS YTD*
REPEAT VISITORS	72,703 sessions	+7% YOY (77,792 sessions)	35,357 sessions
BLOG TRAFFIC	9,127 sessions	+7% YOY (9,766 sessions)	4,348 sessions
VISITOR GUIDE DISTRIBUTED	25,000 distributed	Flat Projections YOY	20,545 distributed

*2022 – 2023 Actuals Date Range: October 1, 2022 - March 31, 2023

MARKETING HIGHLIGHTS

SOCIAL MEDIA	2021 - 2022 ACTUALS	2022 - 2023 GOALS	2022 – 2023 ACTUALS YTD*
FACEBOOK ENGAGEMENTS	14,685 engagements	20% + YOY (17,622 engagements)	10,987 engagements
INSTAGRAM FOLLOWERS	615 new followers	3% + YOY (634 new followers)	174 new followers

*2022 – 2023 Actuals Date Range: October 1, 2022 - March 31, 2023

MARKETING HIGHLIGHTS

NEWSLETTERS	2021 - 2022 ACTUALS	2022 - 2023 GOALS	2022 – 2023 ACTUALS YTD*
E-NEWSLETTER OPT-INS	2,111	+5% YOY (2,216 opt-ins)	1,549 opt-ins
E-NEWSLETTER OPEN RATE	32% open rate	Exceed industry standard 27%	35% open rate

*2022 – 2023 Actuals Date Range: October 1, 2022 - March 31, 2023

SALES RESULTS AND FORECAST

	2022 – 2023 GOALS	2022 – 2023 ACTUALS YTD*
Definites	48	24
Definite Room Nights	15,980	6,346
Convention Center	16	12

*2022 – 2023 Actuals Date Range: October 1, 2022 - March 31, 2023

ECONOMIC IMPACT - \$3,590,393

HOT EVENT FUND \$125,482

EVENT	AWARD	EIC	ACTUAL/PRE
Lost Pines Leathernecks Det 1384	\$3,200	\$78,711	ACTUAL
Bastrop Area Cruisers	\$5,000	\$373,422	ACTUAL
TX State Our Little Miss – Oct 2022	\$5,000	\$127,033	ACTUAL
Corvette Invasion	\$20,000	\$204,136	PRE (EVENT IN JULY)
Cult Classic	\$15,000	\$402,246	PRE (DUE 5/4/23)
BL Con Texas 2023	\$2,825	\$148,679	PRE (EVENT IN JUNE)
Lost Pines Knife Show	\$10,000	\$327,100	PRE (EVENT IN SEPTEMBER)
TX State Our Little Miss – Apr 2023	\$5,000	\$139,373	PRE (DUE 6/15/23)
Blue Flame Cruisers	\$6,000	\$277,903	PRE (EVENT IN JUNE)
Yesterfest	\$10,000	\$286,897	PRE (EVENT IN MAY)
TOTAL AWARDED	\$82,025	\$2,365,500	

FOCUS AREAS

- Downtown Bastrop Microsite
- Convention Center Landing Page
- ECABS
- Certified Autism Destination
- Community Initiatives
- New Photo/Video Assets
- BE KIND Pledge – Sustainability
- Welcome/Relocation Guide
- Fisherman's Park Signage
- Selfie Spots



FISCAL YEAR 2022 – 2023 BUDGET

Item 6A.

Revenue

City Contract	\$ 1,153,500.00
Hot Special Event Funding	\$ 75,000.00
Total Revenue	\$ 1,228,500.00

Expenses

Total Client Development	\$ 16,000.00
Total Dues, Memberships, Subscriptions	\$ 17,265.00
Total Local Meetings/Transportation	\$ 9,500.00
Total Marketing/Advertising/PR	\$ 467,794.88
Total Office Expenses	\$ 35,054.00
Total Information Technology	\$ 2,868.00
Total Personnel Costs	\$ 533,955.99
Total Operational Costs	\$ 71,062.13
Total Expenses	\$ 1,228,500.00



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Receive presentation on the unaudited Monthly Financial Report and the Investment Report for the period ending March 31, 2023.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

REVENUE

General Fund exceeded the forecast by 8.3%

- Sales tax is almost 9% above forecast.
- Development fees are 38% above forecast due to Valverde subdivision Public Improvement Fees collected in advance.

Electric Fund is running 3.7% short of forecast. This variance continues to come down each month.

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-2022-73 on August 23, 2022.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending March 31, 2023.

CITY OF BASTROP

Comprehensive Monthly Financial Report
March 2023



Performance at a Glance as of March 31, 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	WARNING	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 – March 2023

<u>Revenues:</u>	<u>FY2023 Approved Budget</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
General	\$ 16,847,515	\$ 10,581,858	\$ 11,456,790	8.3%
Designated	63,200	20,625	65,784	219.0%
General Fund One-time	382,395	382,395	387,297	1.3%
Street Maintenance	803,500	334,792	405,443	21.1%
Debt Service	3,870,175	3,445,808	3,512,085	1.9%
General Gov's Projects	3,052,000	182,500	185,753	1.8%
Land Acquisition	-	-	150,000	0.0%
Water/Wastewater	7,927,692	3,524,056	3,864,982	9.7%
Water/Wastewater Debt	3,665,227	1,295,464	1,320,233	1.9%
Water/Wastewater Capital Proj	885,100	442,550	452,083	2.2%
Impact Fees	3,330,450	715,878	1,209,672	69.0%
Vehicle & Equipment Replacement	1,435,490	1,094,557	1,187,427	8.5%
Electric	7,809,241	3,391,395	3,266,772	-3.7%
HOT Tax Fund	3,131,554	1,139,845	1,495,469	31.2%
Library Board	20,750	6,375	8,779	37.7%
Cemetery	184,700	82,350	102,057	23.9%
Capital Bond Projects	44,000	40,450,000	40,448,911	0.0%
Grant Fund	4,665,330	70,000	195,587	179.4%
Park/Trail Land Dedicaiton	1,465	1,415	1,547	9.3%
Hunter's Crossing PID	575,879	567,490	575,594	1.4%
Bastrop EDC	4,213,909	1,970,385	2,174,960	10.4%
TOTAL REVENUES	\$ 62,909,572	\$ 69,699,738	\$ 72,467,225	4.0%

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

BUDGET SUMMARY OF ALL FUNDS

	<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	\$ 19,852,982	\$ 10,818,219	\$ 10,329,240	-4.5%
Designated	323,780	38,000	37,669	-0.9%
General Fund One-time	456,200	116,500	115,943	-0.5%
Street Maintenance	807,927	75,000	72,445	-3.4%
Debt Service	3,850,699	688,105	685,901	-0.3%
General Gov't Projects	3,152,000	55,000	54,699	-0.5%
Water/Wastewater	8,592,325	4,439,334	4,434,746	-0.1%
Water/Wastewater Debt	3,823,204	1,073,896	1,074,703	0.1%
Water/Wastewater Capital Proj.	1,252,500	465,500	337,729	-27.4%
Revenue Bond, Series 2020	156,919	30,000	28,162	-6.1%
CO, Series 2021	20,450,575	10,621,809	10,690,656	0.6%
Impact Fees	7,884,300	562,250	562,023	0.0%
Vehicle & Equipment Replacement	918,623	923,805	928,982	0.6%
Electric	8,175,434	3,643,068	3,275,768	-10.1%
HOT Tax Fund	3,899,827	2,395,224	1,976,030	-17.5%
Library Board	49,000	23,000	4,324	-81.2%
Cemetery	217,901	116,951	75,447	-35.5%
Hunter's Crossing PID	552,405	137,153	70,795	-48.4%
CO, Series 2013	210,791	76,000	50,277	-33.8%
CO, Series 2018	461,631	8,000	7,595	-5.1%
Limited Tax Note, Series 2020	149,948	84,500	82,407	-2.5%
America Rescue Plan	2,156,205	-	-	0.0%
CO, Series 2022	3,599,999	5,000	4,958	-0.8%
CO, Series 2023	-	-	107,779	0.0%
Grant Fund	4,665,330	445,000	443,446	-0.3%
Bastrop EDC	9,409,248	1,236,286	1,065,772	-13.8%

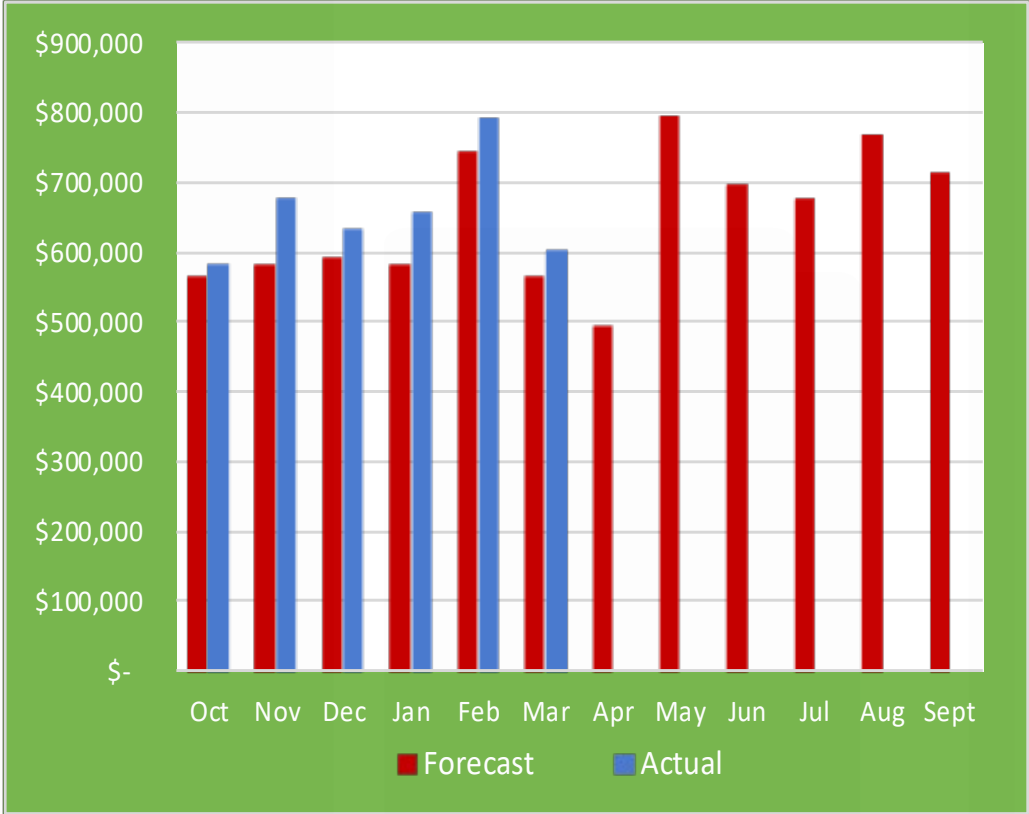
POSITIVE
WARNING
NEGATIVE

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

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 564,594	\$ 580,268	\$ 15,674
Nov	580,384	675,521	\$ 95,137
Dec	589,203	632,136	\$ 42,933
Jan	581,720	655,945	\$ 74,225
Feb	741,498	787,504	\$ 46,006
Mar	564,577	600,733	\$ 36,156
Apr	491,577		\$ -
May	790,561		\$ -
Jun	694,574		\$ -
Jul	675,685		\$ -
Aug	764,669		\$ -
Sept	710,958		\$ -
Total	\$ 7,750,000	\$ 3,932,107	\$ 310,131
Cumulative Forecast	\$ 3,621,976		
Actual to Forecast	\$ 310,131	8.6%	

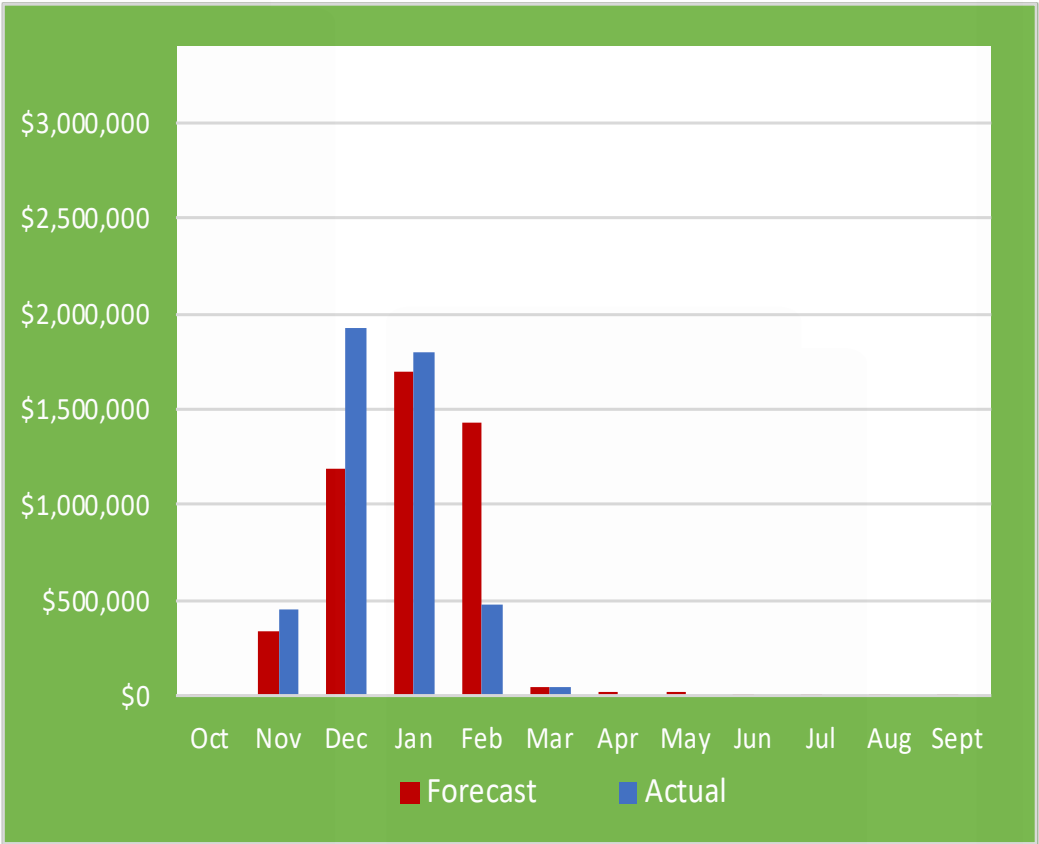


POSITIVE

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 actual is almost 9% 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		
May	19,138		
Jun	9,570		
Jul	9,570		
Aug	9,570		
Sept	570		
Total	\$ 4,784,761	\$ 4,727,296	\$ 10,092
Cumulative Forecast	\$ 4,717,204		
Actual to Forecast	\$ 10,092	0.21%	



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 almost breakeven with forecast.

GENERAL FUND EXPENDITURES BY DEPT.

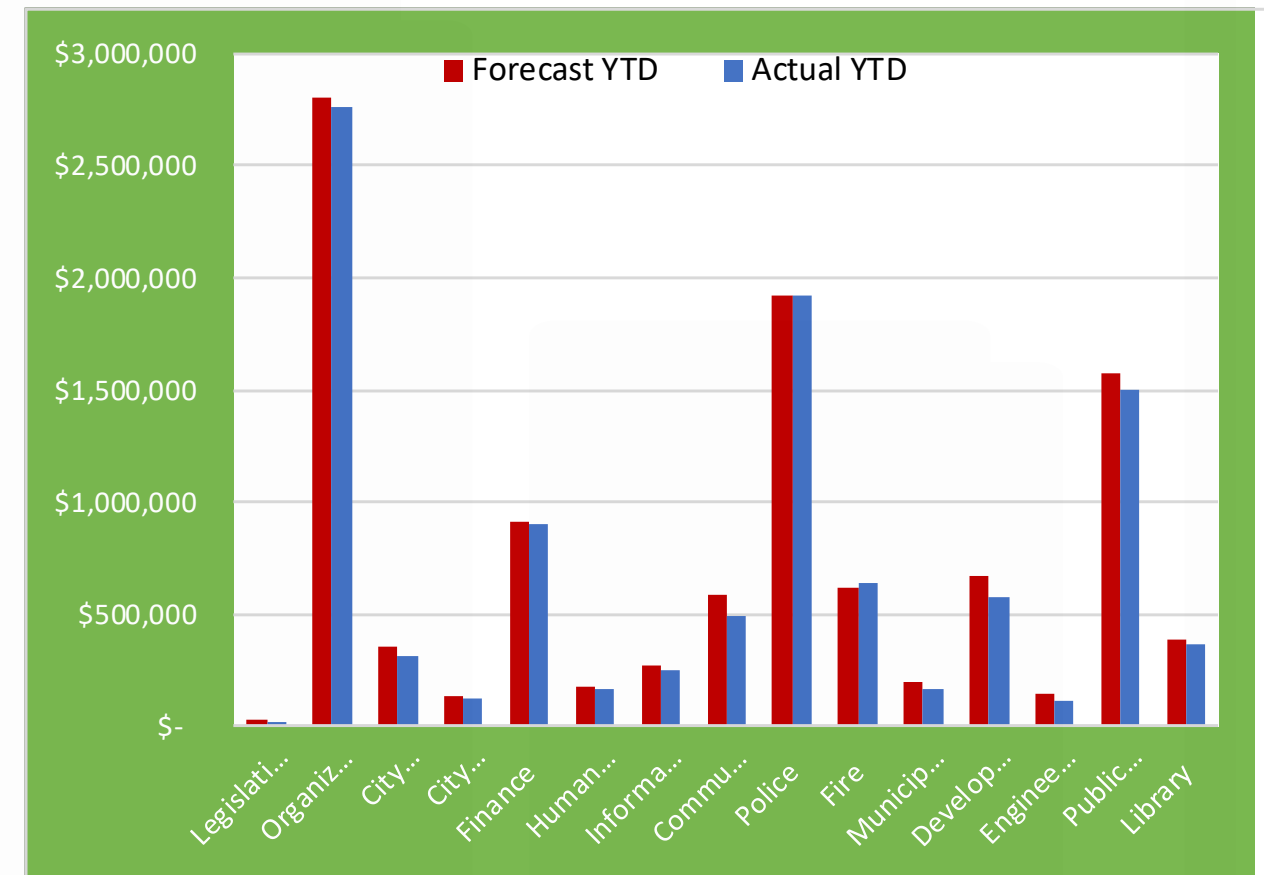
<u>Division</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
Legislative	\$ 31,552	\$ 19,517	\$ (12,035)
Organizational	2,806,007	2,765,495	\$ (40,512)
City Manager	352,007	311,454	\$ (40,553)
City Secretary	140,691	121,729	\$ (18,962)
Finance	908,666	903,984	\$ (4,682)
Human Resources	175,530	164,138	\$ (11,392)
Information Technology	275,492	249,961	\$ (25,531)
Community Engagemen	591,445	497,742	\$ (93,703)
Police	1,924,429	1,924,995	\$ 566
Fire	623,020	642,386	\$ 19,366
Municipal Court	194,680	165,482	\$ (29,198)
Development Services	676,056	573,551	\$ (102,505)
Engineering	150,477	116,028	\$ (34,449)
Public Works	1,578,268	1,503,865	\$ (74,403)
Library	389,899	368,915	\$ (20,984)
Total	\$ 10,818,219	\$ 10,329,242	\$ (488,977)

Actual to Forecast

95.5%

POSITIVE

This page compares forecast to actual by department within the General Fund. YTD the actual is almost 95.5% of forecast. The Fire Department budget is running over in the Overtime line item.

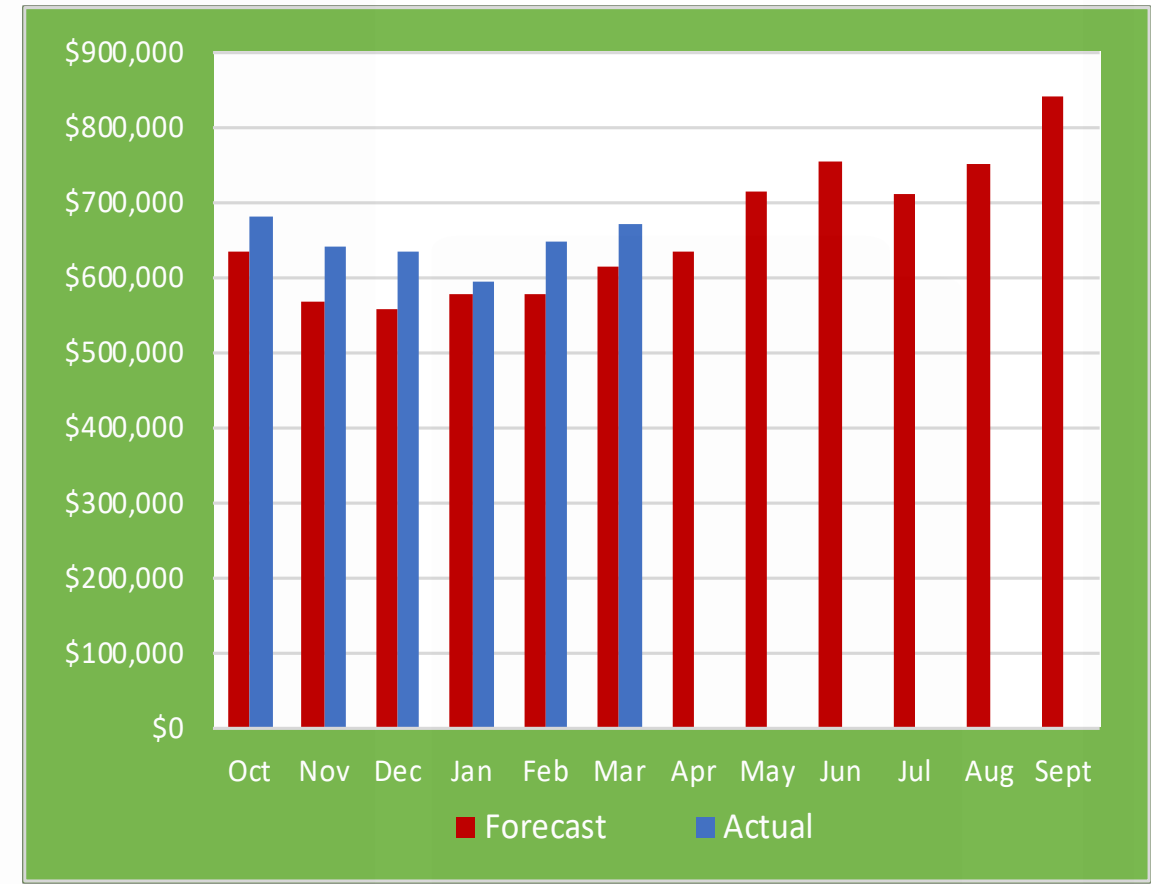


COMPREHENSIVE MONTHLY FINANCIAL REPORT – March 2023

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 634,316	\$ 681,114	\$ 46,798
Nov	565,847	638,648	\$ 72,801
Dec	556,864	633,214	\$ 76,350
Jan	577,369	592,464	\$ 15,095
Feb	575,847	648,152	\$ 72,305
Mar	613,812	671,390	\$ 57,578
Apr	634,316		
May	713,290		
Jun	752,777		
Jul	711,768		
Aug	751,255		
Sept	840,231		
Total	\$ 7,927,692	\$ 3,864,982	\$ 340,927
Cumulative Forecast	\$ 3,524,055		
Actual to Forecast	\$ 340,927	9.67%	



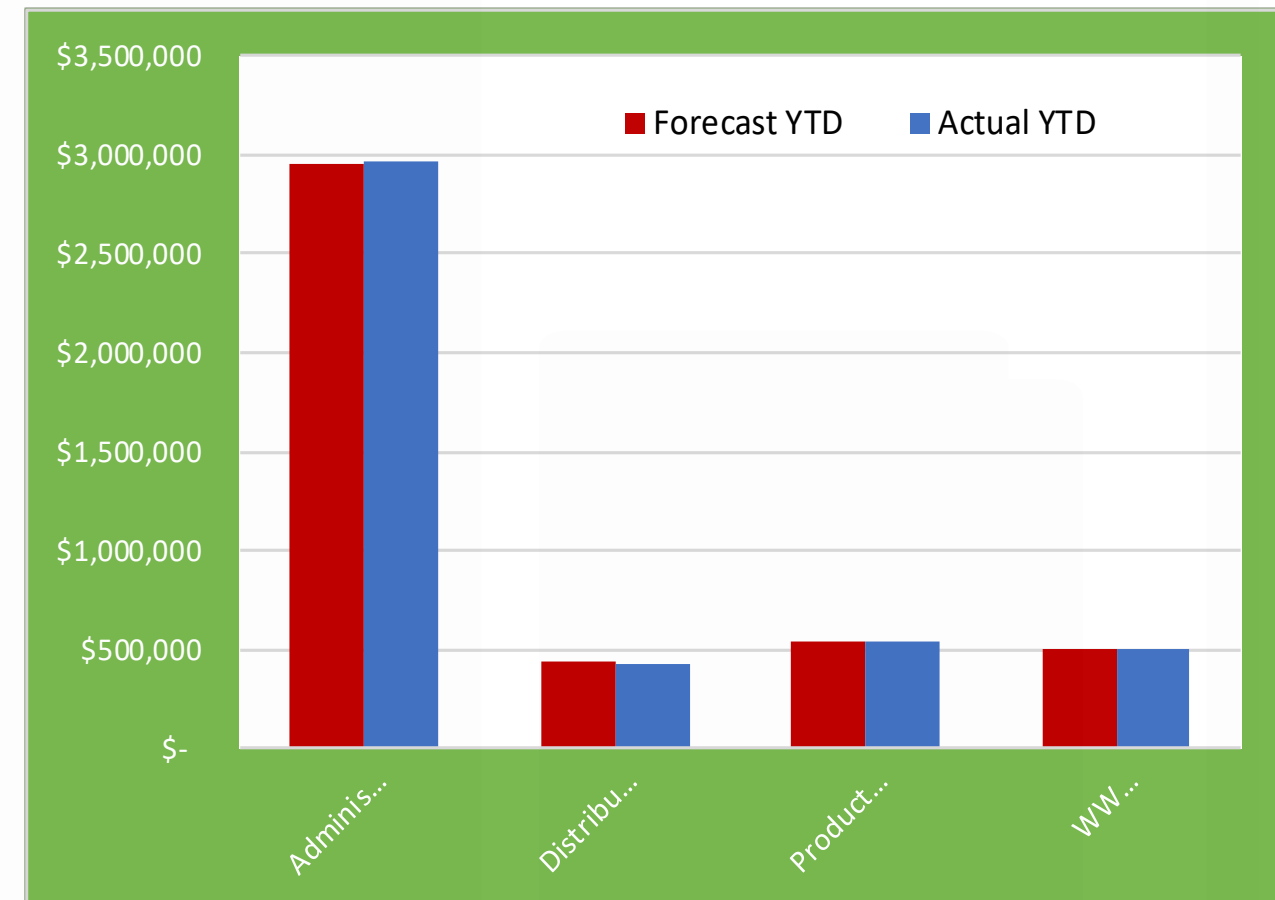
POSITIVE

The water and wastewater actual revenue is higher than forecast 9.7%. There were 16 new meters set this month, all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
Administration	\$ 2,953,202	\$ 2,961,324	\$ 8,122
Distribution/Collection	439,005	429,297	\$ (9,708)
Production/Treatment	539,343	545,178	\$ 5,835
WW Treatment Plant	<u>507,784</u>	<u>498,947</u>	<u>\$ (8,837)</u>
Total	<u>\$ 4,439,334</u>	<u>\$ 4,434,746</u>	<u>\$ (4,588)</u>
Actual to Forecast		99.9%	



POSITIVE

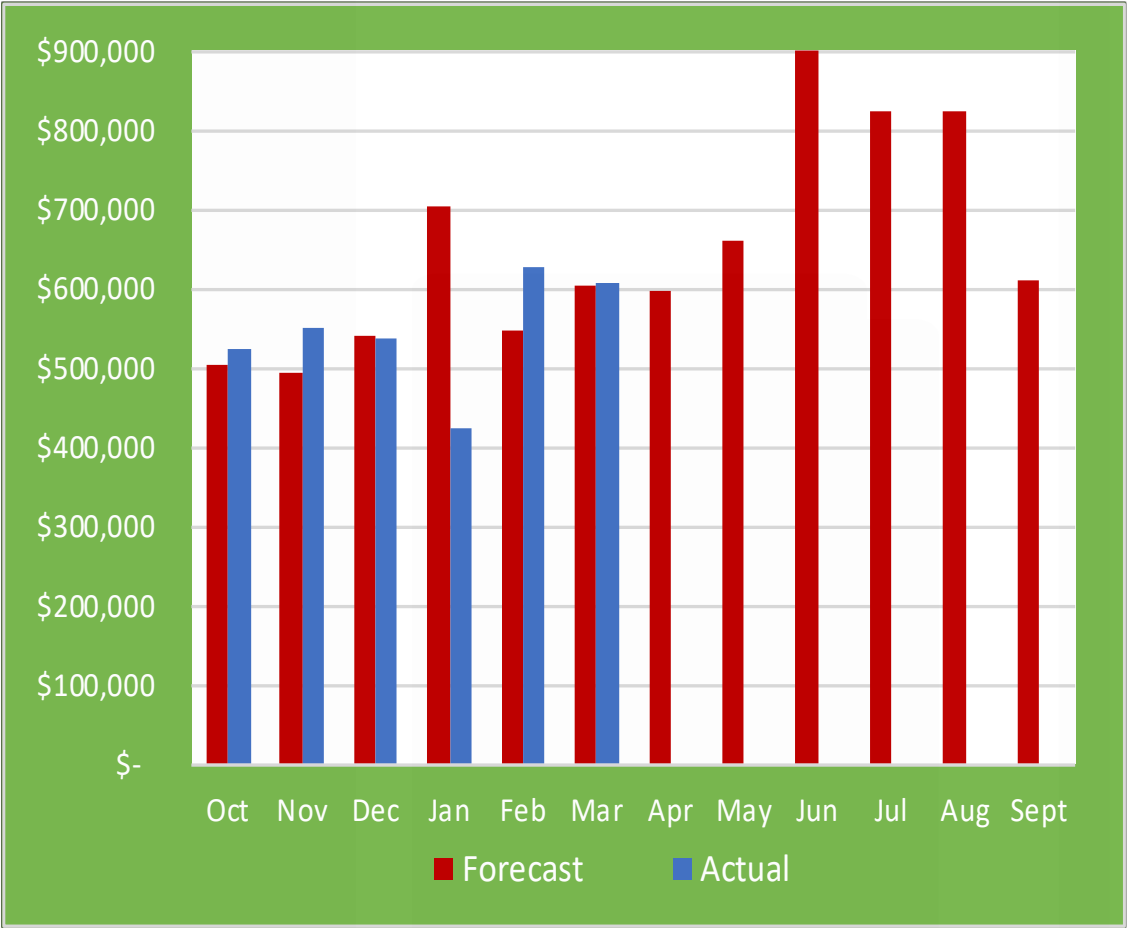
This page compares actual to forecast by the divisions within the Water/Wastewater department. The actual is almost 100% of forecast.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – March 2023

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 502,421	\$ 525,195	\$ 22,774
Nov	494,748	549,744	\$ 54,996
Dec	541,646	537,080	\$ (4,566)
Jan	703,592	422,138	\$ (281,454)
Feb	546,713	625,515	\$ 78,802
Mar	602,275	607,100	\$ 4,825
Apr	596,937		
May	661,009		
Jun	900,177		
Jul	824,938		
Aug	824,553		
Sept	610,232		
Total	\$ 7,809,241	\$ 3,266,772	\$ (124,623)
Cumulative Forecast	\$ 3,391,395		
Actual to Forecast	\$ (124,623)	-3.67%	



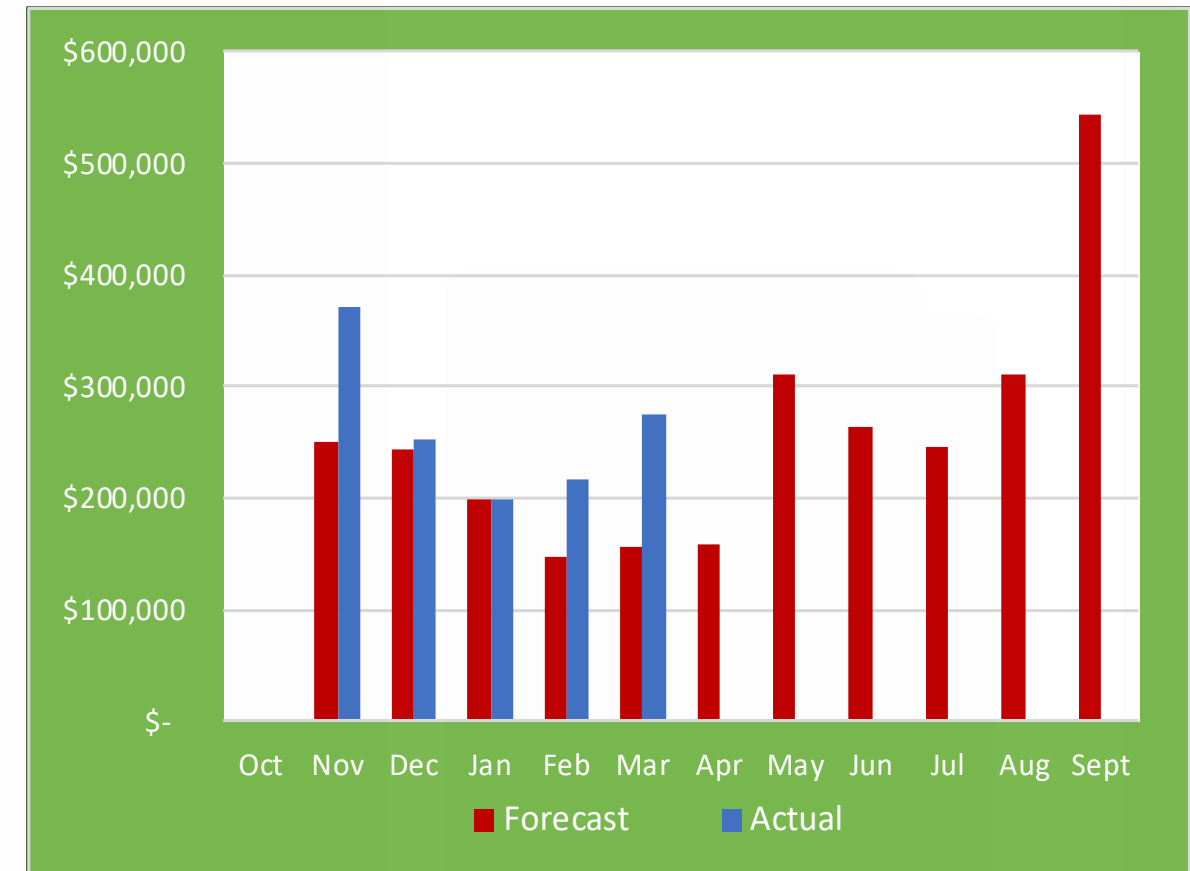
WARNING

The Electric utility revenue is 3.6% below forecasted revenue. There were no 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	250,157	371,527	\$ 121,370
Dec	242,550	252,705	\$ 10,155
Jan	198,824	199,512	\$ 688
Feb	148,190	216,718	\$ 68,528
Mar	156,848	274,495	\$ 117,647
Apr	159,209		
May	311,172		
Jun	262,639		
Jul	245,059		
Aug	310,732		
Sept	544,620		
Total	\$ 2,830,000	\$ 1,314,957	\$ 318,388
Cumulative Forecast	\$ 996,569		
Actual to Forecast %	\$ 318,388	31.9%	



POSITIVE

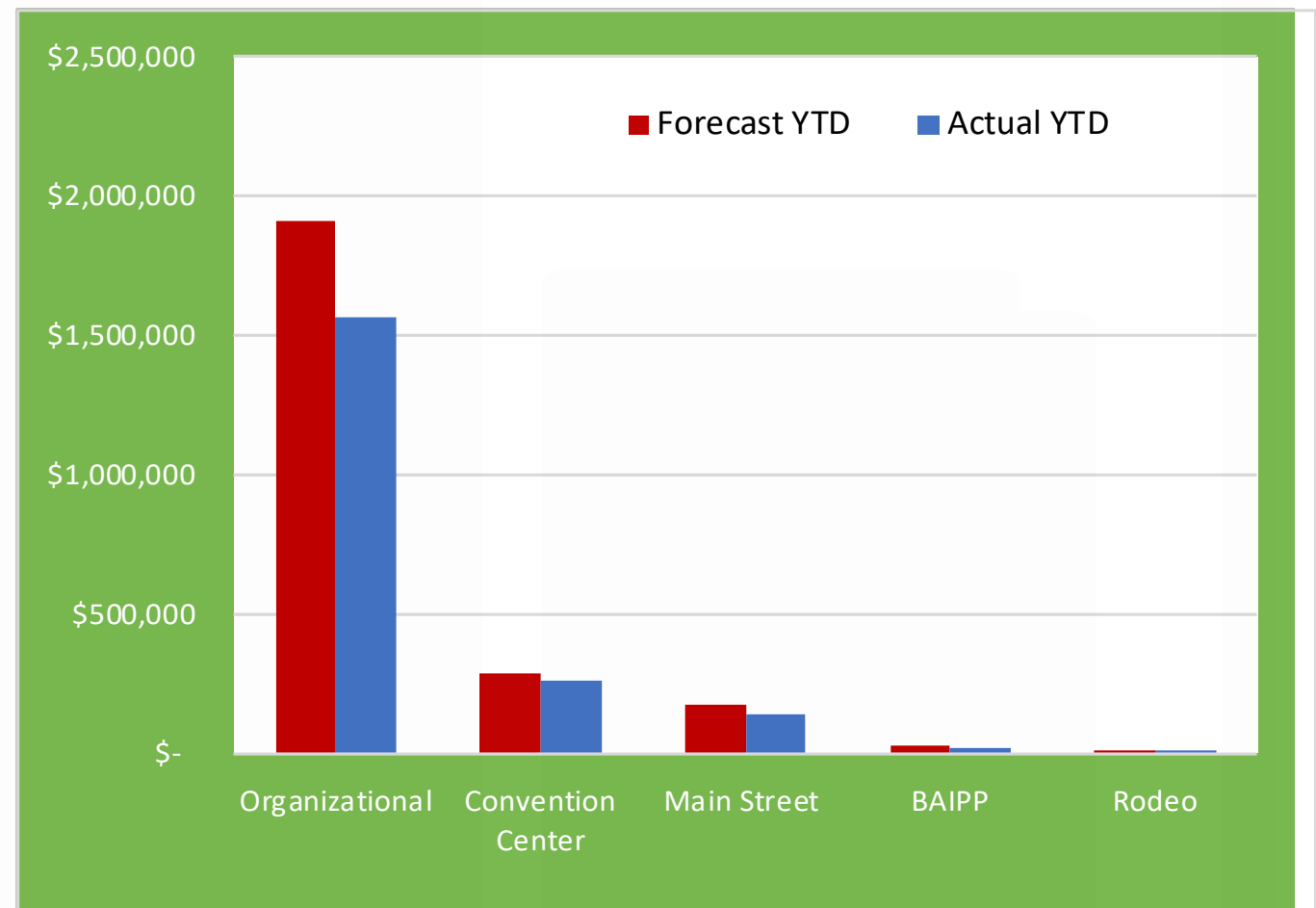
This report is based on a cash method. The revenue is received by the City the month after collection. The September forecast represents the true-up of receipts for August and September. Actual is 32% over forecast.

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

Division	FY2023 Forecast YTD	FY2023 Actual YTD	Variance
Organizational	\$ 1,911,211	\$ 1,565,375	\$ (345,836)
Convention Center	281,161	258,086	\$ (23,075)
Main Street	173,752	137,437	\$ (36,315)
BAIPP	27,500	13,584	\$ (13,916)
Rodeo	1,600	1,547	\$ (53)
Total	\$ 2,395,224	\$ 1,976,029	\$ (419,195)

Actual to Forecast: 82.5%



POSITIVE

This compares actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual at almost 82.5% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – March 2023

FIRM	CASE	FY20-21	FY21-22	FY22-23
BUNDREN				
	Pine Forest Interlocal	\$ 944	\$ 8,946	\$ -
BOJORQUEZ				
	General Legal	\$ 166,756	\$ 275,339	\$ 90,733
	NEU Review	\$ 8,493	\$ -	\$ -
	Bastrop 552	\$ 2,810	\$ 6,571	\$ -
	Crouch Suit	\$ -	\$ 12,006	\$ -
	Cox Suit	\$ -	\$ 11,122	\$ -
	COVID-19	\$ 186	\$ -	\$ -
	Pine Forest Interlocal	\$ -	\$ 3,710	\$ 256
	Prosecutor (Municipal Court)	\$ 16,331	\$ 21,783	\$ 8,745
	Water/WW	\$ 96,362	\$ 67,910	\$ 59,778
	Valverde	\$ -	\$ -	\$ 1,007
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	\$ 10,466	\$ 3,638	\$ 1,153
MULTIPLE FIRMS				
	WWW Contract reviews	\$ 1,425	\$ 17,836	\$ 4,729
	Crouch Suit	\$ -	\$ 11,896	\$ -
	Cox Suit	\$ -	\$ 11,994	\$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM				
	71 Bastrop & MC Bastrop 71	\$ 7,333	\$ 18,967	\$ 63
		\$ 311,106	\$ 471,716	\$ 166,463

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY20-21	Sum of FY21-22	Sum of FY22-23
71 Bastrop & MC Bastrop 71	7,333	18,967	63
Bastrop 552	2,810	6,571	-
COVID-19	186	-	-
Cox Suit	-	23,116	-
Crouch Suit	-	23,901	-
General Legal	166,756	275,339	90,733
Hunter's Crossing PID	10,466	3,638	1,153
NEU Review	8,493	-	-
Pine Forest Interlocal	944	12,656	256
Prosecutor (Municipal Court)	16,331	21,783	8,745
Valverde	-	-	1,007
W/WW Contract reviews	1,425	17,836	4,729
Water/WW	96,362	67,910	59,778
Grand Total	311,106	471,716	166,463

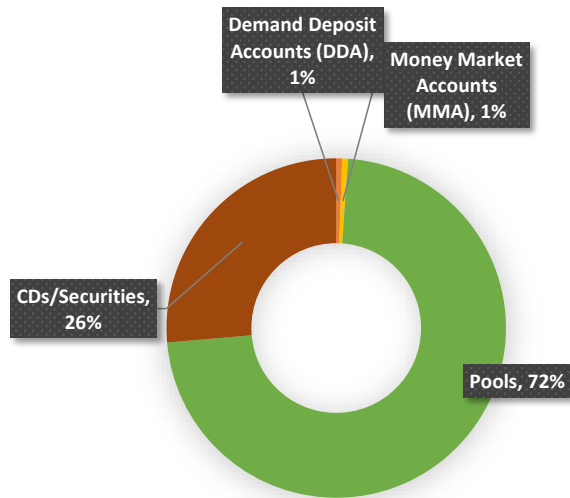
City of Bastrop
Quarterly Investment Report
Portfolio Summary
period ending March 31, 2023

Investments Description	December 31, 2022		March 31, 2023		QTD	YTD	Weighted Average Maturity
	Book Value	Market Value	Book Value	Market Value	Interest Earned	Interest Earned	
Demand Deposit Accounts (DDA)	\$ 691,206	\$ 691,206	\$ 550,459	\$ 550,459	\$ 11,942	\$ 21,175	0.01
Money Market Accounts (MMA)	\$ 369,074	\$ 369,074	\$ 551,843	\$ 551,843	\$ 312	\$ 571	0.01
Pools	\$ 40,414,923	\$ 40,414,923	\$ 71,475,175	\$ 71,475,175	\$ 323,440	\$ 630,879	0.73
CDs/Securities	\$ 19,575,739	\$ 18,821,258	\$ 25,979,480	\$ 25,295,281	\$ 104,457	\$ 154,523	74.24
Total Investments	\$ 61,050,942	\$ 60,296,461	\$ 98,556,956	\$ 97,872,758	\$ 440,152	\$ 807,148	74.98

Rate of Return 0.82%

(this rate of return was 0.05% same time last year)

Policy states at least 10% of the portfolio should be in highly liquid securities we have 74%.



The investment portfolio of the City of Bastrop is in compliance with the Public Investment Act and the Investment Policy and Strategies.

Prepared by:

Tracy Waldron

Tracy Waldron, Chief Financial Officer

City of Bastrop
Detail of Investment Holdings
period ending March 31, 2023

Item 6B.

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	December 31, 2022 Book Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2023 Book Value	March 31, 2023 Market Value
MMA	FNB-Pooled Cash				\$ 691,206			\$ 550,459	\$ 550,459
MMA	FNB-Well Escrow				\$ 250,278			\$ 250,590	\$ 250,590
MMA	FNC-Dreyfus				\$ 83,647			\$ 288,106	\$ 288,106
MMA	MBS				\$ 24,656			\$ 1,623	\$ 1,623
MMA	FNC-Cem				\$ 10,493			\$ 11,524	\$ 11,524
Pools	Texpool				\$ 2,516,730			\$ 747,673	\$ 747,673
Pools	TX Class				\$ 13,402,922			\$ 12,293,056	\$ 12,293,056
Pools	Texas Range				\$ 24,495,271			\$ 58,434,446	\$ 58,434,446
Agency	IFCMT	45950VQE9	0.43%	9/10/2024	\$ 275,146			\$ 275,146	\$ 258,998
Agency	MBS	283497T47	0.36%	2/15/2023	\$ 167,423	\$ 167,423		\$ -	
Agency	MBS	797010MW2	0.35%	10/1/2023	\$ 402,168			\$ 402,168	\$ 391,132
Agency	MBS	13005FBY9	0.40%	10/1/2023	\$ 208,837			\$ 208,837	\$ 191,030
Agency	MBS	880064G79	0.50%	8/1/2023	\$ 15,472			\$ 15,472	\$ 14,963
Agency	MBS	798544BQ4	0.35%	3/1/2023	\$ 150,836	\$ 150,836		\$ -	
Agency	MBS	7742857L8	0.68%	2/15/2024	\$ 189,746			\$ 189,746	\$ 173,975
Agency	MBS	63540QAC1	0.90%	11/1/2024	\$ 150,519			\$ 150,519	\$ 140,556
Agency	MBS	91282CDR9	0.75%	12/31/2023	\$ 180,026			\$ 180,026	\$ 174,713
Agency	MBS	9128283P3	1.21%	2/28/2025	\$ 250,377			\$ 250,377	\$ 236,270
Agency	MBS	912828ZC7	1.28%	12/31/2024	\$ 360,246			\$ 360,246	\$ 338,433
CD	FNC	340569HB1	0.30%	9/28/2023	\$ 249,000			\$ 249,000	\$ 243,263
CD	FNC	90352RBE4	0.30%	9/29/2023	\$ 249,000			\$ 249,000	\$ 243,221
CD	FNC	69506YRZ4	0.30%	10/2/2023	\$ 249,000			\$ 249,000	\$ 243,094
CD	FNC	559582AM3	0.30%	10/30/2023	\$ 249,000			\$ 249,000	\$ 242,185
CD	FNC	31962PAB1	0.30%	11/13/2023	\$ 249,000			\$ 249,000	\$ 241,742
CD	MBS	05580AYD0	0.30%	12/18/2023	\$ 245,000			\$ 245,000	\$ 236,729
CD	FNC	549104VT1	0.20%	1/22/2024	\$ 249,000			\$ 249,000	\$ 239,319
CD	FNC	70153RKN7	0.15%	1/30/2023	\$ 249,000	\$ 249,000		\$ -	
CD	FNC	178581AB0	0.15%	1/29/2024	\$ 249,000			\$ 249,000	\$ 239,331
CD	MBS	90352RBN4	0.25%	1/26/2024	\$ 245,000			\$ 245,000	\$ 235,381
CD	MBS	17312QL98	0.33%	5/23/2023	\$ 80,403			\$ 80,403	\$ 74,803
CD	MBS	17312QP52	0.29%	7/13/2023	\$ 118,238			\$ 118,238	\$ 109,447
CD	MBS	254673RV0	0.32%	7/25/2023	\$ 115,990			\$ 115,990	\$ 107,397
CD	MBS	38148PT98	0.32%	8/8/2023	\$ 126,693			\$ 126,693	\$ 115,299
CD	MBS	58733AEW5	0.24%	4/24/2023	\$ 83,891			\$ 83,891	\$ 78,900
CD	FNC	45581ECF6	0.25%	2/12/2024	\$ 249,000			\$ 249,000	\$ 238,764
CD	FNC	82669LJS3	0.25%	2/20/2024	\$ 249,000			\$ 249,000	\$ 238,472
CD	FNC	066519QF9	0.15%	2/21/2023	\$ 249,000	\$ 249,000		\$ -	
CD	FNC	88283MBP8	0.25%	2/22/2024	\$ 249,000			\$ 249,000	\$ 238,410
CD	MBS	88241TKB5	0.30%	2/5/2024	\$ 245,006			\$ 245,006	\$ 235,205
CD	FNC	565819AB5	0.25%	3/5/2024	\$ 249,000			\$ 249,000	\$ 238,004
CD	FNC	87164DSF8	0.30%	3/11/2024	\$ 249,000			\$ 249,000	\$ 237,949
CD	FNC	56065GAL2	0.20%	3/29/2023	\$ 249,000	\$ 249,000		\$ -	
CD	MBS	31926GBF6	0.30%	3/28/2024	\$ 75,000			\$ 75,000	\$ 71,505
CD	FNC	88413QCY2	0.35%	4/5/2024	\$ 249,000			\$ 249,000	\$ 237,439
CD	FNC	8727OLDV2	0.40%	4/9/2024	\$ 249,000			\$ 249,000	\$ 237,444
CD	FNC	27004PBJ1	0.20%	4/28/2023	\$ 249,000			\$ 249,000	\$ 248,094
CD	FNC	13022LAA8	0.25%	10/20/2023	\$ 249,000			\$ 249,000	\$ 242,521
CD	FNC	52168UHS4	0.30%	4/30/2024	\$ 149,000			\$ 149,000	\$ 141,560
CD	FNC	947547MY8	0.35%	5/28/2024	\$ 249,000			\$ 249,000	\$ 235,870
CD	FNC	7954506Z3	0.55%	7/8/2024	\$ 249,041			\$ 249,041	\$ 235,283
CD	FNC	59161YAK2	0.25%	7/28/2023	\$ 249,000			\$ 249,000	\$ 245,141
CD	FNC	45780PAR6	0.50%	7/29/2024	\$ 249,000			\$ 249,000	\$ 234,429
CD	FNC	89235MLF6	0.55%	8/5/2024	\$ 249,000			\$ 249,000	\$ 234,511
CD	FNC	90348JS43	0.55%	8/26/2024	\$ 220,000			\$ 220,000	\$ 206,611
CD	FNC	87165HD72	0.65%	9/24/2024	\$ 249,000			\$ 249,000	\$ 233,507
CD	FNC	70962LAR3	0.55%	9/30/2024	\$ 249,000			\$ 249,000	\$ 232,917
CD	MBS	61768U2F3	0.20%	8/12/2024	\$ 110,313			\$ 110,313	\$ 103,933
CD	MBS	923450CS7	0.20%	4/17/2023	\$ 165,000			\$ 165,000	\$ 164,635
CD	FNC	14042RPY1	0.70%	11/18/2024	\$ 248,024			\$ 248,024	\$ 231,439
CD	FNC	14042TDV6	0.70%	11/18/2024	\$ 248,024			\$ 248,024	\$ 231,439
CD	FNC	465076SW8	0.45%	6/12/2023	\$ 249,000			\$ 249,000	\$ 246,747
CD	FNC	856285YV7	0.95%	11/29/2024	\$ 248,000			\$ 248,000	\$ 232,138
CD	FNC	38081GAL0	0.60%	6/24/2024	\$ 249,000			\$ 249,000	\$ 235,713
CD	FNC	20825WAP5	0.95%	12/23/2024	\$ 249,000			\$ 249,000	\$ 232,344
CD	MBS	47804GHK2	0.40%	8/31/2023	\$ 250,000			\$ 250,000	\$ 245,240
CD	FNC	52603NAA9	0.70%	1/26/2024	\$ 125,000			\$ 125,000	\$ 125,000
CD	FNC	48128WGC3	1.10%	1/31/2025	\$ 247,000			\$ 247,000	\$ 247,000
CD	FNC	78658RHM6	2.00%	3/24/2025	\$ 247,027			\$ 247,027	\$ 247,027

City of Bastrop

Detail of Investment Holdings
 period ending March 31, 2023

Item 6B.

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	December 31, 2022 Book Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2023 Book Value	March 31, 2023 Market Value
CD	FNC	02589ABV3	2.05%	3/24/2025	\$ 247,097		\$	247,097	\$ 233,556
CD	FNC	50625LAX1	2.15%	9/30/2024	\$ 249,000		\$	249,000	\$ 238,662
CD	FNC	67523TAM5	2.20%	3/31/2025	\$ 247,000		\$	247,000	\$ 234,163
CD	FNC	538036VM3	1.80%	3/14/2025	\$ 249,196		\$	249,196	\$ 234,376
CD	MBS	39103QAN6	1.85%	3/25/2025	\$ 80,000		\$	80,000	\$ 75,341
CD	FNC	PER200JL4	2.15%	4/7/2025	\$ 100,000		\$	100,000	\$ 94,334
CD	MBS	02007GQR7	2.95%	5/5/2025	\$ 210,000		\$	210,000	\$ 201,753
CD	FNC	299547AZ2	2.25%	6/21/2023	\$ 186,000		\$	186,000	\$ 184,854
CD	FNC	61690UL65	2.95%	6/9/2025	\$ 245,000		\$	245,000	\$ 234,965
CD	FNC	59001PAS8	3.35%	7/8/2025	\$ 249,000		\$	249,000	\$ 240,527
CD	FNC	05600XGP9	3.55%	7/11/2025	\$ 249,000		\$	249,000	\$ 241,097
CD	FNC	02616ABK4	3.20%	1/29/2024	\$ 249,000		\$	249,000	\$ 245,091
CD	FNC	07371DEA1	3.20%	7/30/2025	\$ 245,000		\$	245,000	\$ 235,717
CD	FNC	21050BAH3	3.10%	11/6/2023	\$ 249,000		\$	249,000	\$ 246,089
CD	MBS	62384RAK2	3.45%	2/28/2025	\$ 245,000		\$	245,000	\$ 238,250
CD	FNC	03062CAK8	3.70%	9/21/2023	\$ 200,000		\$	200,000	\$ 198,654
CD	FNC	07181JAJ3	3.65%	9/30/2024	\$ 120,000		\$	120,000	\$ 117,959
CD	MBS	29669XAH1	3.50%	3/10/2025	\$ 75,000		\$	75,000	\$ 72,976
CD	FNC	16863LAE5	4.60%	10/14/2025	\$ 249,000		\$	249,000	\$ 247,113
CD	FNC	39120VTB0	4.50%	10/20/2025	\$ 249,000		\$	249,000	\$ 246,508
CD	FNC	73317ABE1	4.80%	11/6/2025	\$ 247,000		\$	247,000	\$ 246,276
CD	FNC	961442AC4	4.95%	11/18/2025	\$ 248,000		\$	248,000	\$ 248,193
CD	FNC	759701BA2	5.00%	11/24/2025	\$ 240,000		\$	240,000	\$ 239,976
CD	FNC	849061AA4	5.00%	11/24/2025	\$ 248,000		\$	248,000	\$ 248,508
CD	FNC	052392CD7	5.00%	11/28/2025	\$ 248,000		\$	248,000	\$ 248,513
CD	FNC	397129AH0	4.85%	11/21/2023	\$ 248,000		\$	248,000	\$ 247,606
CD	FNC	01025RAC3	4.90%	5/22/2024	\$ 248,000		\$	248,000	\$ 247,487
CD	FNC	67054NBA0	4.85%	11/4/2024	\$ 248,000		\$	248,000	\$ 247,378
CD	FNC	501798SW3	4.85%	11/14/2024	\$ 244,000		\$	244,000	\$ 243,385
CD	FNC	30960QAM9	5.00%	1/18/2024	\$ -	\$ 248,000	\$	248,000	\$ 247,727
CD	FNC	14008LAC0	4.55%	1/20/2026	\$ -	\$ 248,000	\$	248,000	\$ 245,669
CD	FNC	32014RAA5	4.85%	1/17/2025	\$ -	\$ 100,000	\$	100,000	\$ 99,766
CD	FNC	77535MAN3	5.05%	1/21/2025	\$ -	\$ 248,000	\$	248,000	\$ 248,005
CD	FNC	01882MAE2	5.00%	1/30/2026	\$ -	\$ 245,000	\$	245,000	\$ 245,593
CD	FNC	190923AA0	4.65%	2/10/2026	\$ -	\$ 249,000	\$	249,000	\$ 247,297
CD	FNC	369674CJ3	5.00%	2/14/2025	\$ -	\$ 248,000	\$	248,000	\$ 248,134
CD	FNC	87868YAJ2	5.00%	2/24/2025	\$ -	\$ 248,000	\$	248,000	\$ 248,154
CD	FNC	902684AB5	4.85%	8/25/2025	\$ -	\$ 248,000	\$	248,000	\$ 247,551
CD	MBS	53052LAJ8	5.15%	9/3/2024	\$ -	\$ 175,000	\$	175,000	\$ 175,261
CD	MBS	66736ACF4	5.25%	3/24/2025	\$ -	\$ 173,000	\$	173,000	\$ 173,969
CD	FNC	062683HF7	5.15%	9/25/2023	\$ -	\$ 240,000	\$	240,000	\$ 240,137
CD	FNC	06740KRN9	5.40%	3/21/2024	\$ -	\$ 237,000	\$	237,000	\$ 237,623
CD	FNC	11373QKR8	5.25%	9/4/2024	\$ -	\$ 240,000	\$	240,000	\$ 240,691
CD	FNC	12441PAT3	5.35%	3/22/2024	\$ -	\$ 237,000	\$	237,000	\$ 237,519
CD	FNC	15987UAV0	5.40%	9/23/2024	\$ -	\$ 240,000	\$	240,000	\$ 241,246
CD	FNC	17886TAP4	5.20%	12/21/2023	\$ -	\$ 240,000	\$	240,000	\$ 240,884
CD	FNC	22258JAF8	4.80%	3/17/2026	\$ -	\$ 240,000	\$	240,000	\$ 239,326
CD	FNC	33715LET3	5.35%	9/24/2024	\$ -	\$ 240,000	\$	240,000	\$ 241,087
CD	FNC	37312PDD8	4.95%	3/27/2026	\$ -	\$ 240,000	\$	240,000	\$ 240,324
CD	FNC	39981MAC6	5.35%	3/25/2024	\$ -	\$ 240,000	\$	240,000	\$ 240,550
CD	FNC	52470QDN1	5.10%	3/24/2025	\$ -	\$ 240,000	\$	240,000	\$ 240,665
CD	FNC	63970MAE5	4.80%	9/17/2025	\$ -	\$ 240,000	\$	240,000	\$ 239,294
CD	FNC	653344BY6	5.35%	3/20/2024	\$ -	\$ 237,000	\$	237,000	\$ 237,510
CD	FNC	69478QGY0	5.35%	9/23/2024	\$ -	\$ 240,000	\$	240,000	\$ 241,075
CD	FNC	70212YBM3	4.90%	9/17/2025	\$ -	\$ 240,000	\$	240,000	\$ 239,846
CD	FNC	83407DAP1	5.20%	12/21/2023	\$ -	\$ 240,000	\$	240,000	\$ 240,084
CD	FNC	89789AAJ6	5.00%	3/27/2026	\$ -	\$ 240,000	\$	240,000	\$ 240,660
CD	FNC	91334AAL7	5.15%	3/21/2025	\$ -	\$ 240,000	\$	240,000	\$ 240,881
CD	FNC	913109AJ3	4.75%	3/31/2026	\$ -	\$ 240,000	\$	240,000	\$ 238,997
CD	FNC	914242AB8	5.15%	3/17/2025	\$ -	\$ 240,000	\$	240,000	\$ 240,869
CD	FNC	06610TEX9	5.00%	3/30/2026	\$ -	\$ 248,000	\$	248,000	\$ 248,689
TOTAL					\$ 61,050,941	\$ 7,469,000	\$ 1,065,259	\$ 98,556,956	\$ 97,872,758



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve City Council minutes from the April 11, 2023, Regular Meeting; April 17, 2023, Joint Council and BEDC Meeting; and April 19, 2023, Pre-Budget Planning Workshop.

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 April 11, 2023, Regular Meeting; April 17, 2023, Joint Council and BEDC Meeting; and April 19, 2023, Pre-Budget Planning Workshop.

ATTACHMENTS:

- April 11, 2023, DRAFT Regular Meeting Minutes.
- April 17, 2023, DRAFT Joint Council and BEDC Meeting Minutes.
- April 19, 2023, DRAFT Pre-Budget Planning Workshop Minutes.

APRIL 11, 2023

The Bastrop City Council met in a regular meeting on Tuesday, April 11, 2023, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

Mayor Schroeder called the meeting to order at 6:30 p.m. with a quorum present. Mayor Pro Tem Rogers was absent.

PLEDGE OF ALLEGIANCE

Ryan, Kinsey, and Olivia Steffanic led the pledges.

INVOCATION

Deacon Paul Cooke, Ascension Catholic Church, gave the invocation.

PRESENTATIONS

4H. Official Pinning Ceremony for Vicky Steffanic, Police Chief.

Mayor Schroeder recessed the Council Meeting at 6:37 p.m.

RECEPTION FOR POLICE CHIEF – RECESS MEETING FOR 20 MINUTES

Mayor Schroeder called the Council Meeting back to order at 6:51 p.m.

PRESENTATIONS CONTINUED

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

A. Budget Workshop

B. Joint BEDC/Council Meeting 4.17.23

C. Downtown Ad Hoc Business Owner's Meeting

D. Old Iron Bridge

E. Iredell District

4D. Proclamation of the City Council of the City of Bastrop, Texas recognizing April 23-29, 2023, as National Library Week.

Submitted by: Ann Franklin, City Secretary

The proclamation was read into record by Mayor Schroeder received by Bonnie Pierson, Library Director.

- 4E. Proclamation of the City Council of the City of Bastrop, Texas recognizing April 18, 2023, as National Lineman Appreciation Day.
Submitted by: Ann Franklin, City Secretary
The proclamation was read into record by Mayor Schroeder received by Curtis Irving, Director of BP&L.
- 4F. Proclamation of the City Council of the City of Bastrop, Texas recognizing May 1-5, 2023, as Air Quality Awareness Week.
Submitted by: Ann Franklin, City Secretary
The proclamation was read into record by Mayor Schroeder.
- 4G. Proclamation of the City Council of the City of Bastrop, Texas recognizing Monarch Butterflies.
Submitted by: Ann Franklin, City Secretary
The proclamation was read into record by Mayor Schroeder received by Kerry Fossler, Terry Moore, Ashton LaFuente, and Michael Lucas.

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

6. **STAFF AND BOARD REPORTS - NONE**

7. **CITIZEN COMMENTS**

SPEAKERS

**Ashton LaFuente
14088 Chestnut Street
Bastrop, TX 78602**

**Roger W. Henderson
706 MLK Dr.
Bastrop, Texas 78602
(512) 303-0606**

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9H. Consider action to approve Resolution No. R-2023-61 of the City Council of the City of Bastrop, Texas, awarding a contract for the update to the 2016 Master Transportation Plan to Kimley Horn and Associate, INC in an amount not to exceed one hundred and seventy-five thousand dollars and zero cents (175,000.00) hereby 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: Trey Job, Assistant City Manager
Presentation was made by Trey Job, Assistant City Manager

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-61, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

CITIZEN COMMENTS CONTINUED**SPEAKER**

**Kerry Fossler
1903 Main Street**

CONSENT AGENDA

A motion was made by Council Member Lee to approve Items 8A, 8B, 8C, and 8D, as listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

- 8A. Consider action to approve City Council minutes from the March 28, 2023, Regular Meeting.

Submitted by: Ann Franklin, City Secretary

- 8B. Consider action to approve the second reading of Ordinance No. 2023-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

- 8C. Consider action to approve the second reading of Ordinance No. 2023-06 of the City Council of the City of Bastrop Texas, approving the zoning change for 1.998 acres out of the Nancy Blakey Survey, abstract 98, Bastrop County, Texas from P2 Rural to PS Core; 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.

Submitted by: Keerhen Baah, Assistant Director of Planning & Development

- 8D. Consider action to approve first reading of Ordinance 2023-09 of the City Council of the City of Bastrop, Texas amending the City of Bastrop, Texas Code of Ordinances, Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention; repealing conflicting provisions; providing for severability; proper notice and meeting; establishing for an effective date; and move to include on the April 25, 2023 consent agenda for second reading.

Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9A. Consider action to approve Resolution No. 2023-62, of the City Council of the City of Bastrop, Texas, allowing the Mayor to sign a letter of support for the City of Austin for the Climate Pollution Reduction Grant (CPRG) Planning Grant. The City of Bastrop intends to participate in those activities and the development of those deliverables, led by the City of Austin.

Submitted by: Sylvia Carrillo, City Manager
Presentation was made by Sylvia Carrillo, City Manager

A motion was made by Council Member Kirkland to approve Resolution No. R-2023-62, seconded by Council Member Plunkett, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

- 9B. Consider action to approve Resolution No. R-2023-15 of the City Council of the City of Bastrop, Texas, 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.

Submitted by: Bonnie Pierson, Library Director
Presentation was made by Bonnie Pierson, Library Director

A motion was made by Council Member Lee to approve Resolution No. R-2023-15, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

- 9C. Consider action to approve the second reading of Ordinance No. 2023-08, the City Council of the City of Bastrop, Texas, amending Ordinance No. 2022-22 Fee Schedule of the City of Bastrop to amend Appendix A-Fee Schedule, A14.01.001, of the Code of Ordinances, to amend the cost of variance for Subdivision Variance Review, Zoning Review, and Zoning Board of Adjustment review fee from \$3,681 to \$500, Sign Variance fee from \$1,056 to \$500; Floodplain variance from \$150 to \$1,000, as attached in Exhibit A; and providing for findings of fact, adoption, repealer, and severability; and establishing an effective date; and include in the April 11, 2023, consent agenda for the second reading.

Submitted by: Sylvia Carrillo, City Manager
Presentation was made by Sylvia Carrillo, City Manager

A motion was made by Council Member Lee to approve the second reading of Ordinance No. R-2023-08, seconded by Council Member Plunkett, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

- 9D. Consider action to approve the second reading of Ordinance No. 2023-07 of the City Council of the City of Bastrop Texas, amending the Bastrop Building Block (B3) Code Chapter 6, Section 6.3.009 private frontage, Subsections (c), (d) and (f); and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

Submitted by: Sylvia Carrillo, City Manager
Presentation was made by Sylvia Carrillo, City Manager

A motion was made by Council Member Plunkett to approve the second reading of Ordinance No. R-2023-07, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

- 9E. Consider action to approve the first reading of Ordinance No. 2023-10, of the City Council of the City of Bastrop, Texas, amending Article 2.4 Administration Sec. 2.4.001 Nonconforming Uses and Structures by adding that the intent of the provisions will not create a disparate impact to residents.

Submitted by: Sylvia Carrillo, City Manager

Presentation was made by Sylvia Carrillo, City Manager

A motion was made by Council Member Lee to approve the first reading of Ordinance No. R-2023-10, seconded by Council Member Kirkland, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

- 9F. Consider action to approve the first reading of Ordinance No. 2023-11, of the City Council of the City of Bastrop, Texas, amending Article 2.4 Administration Section 2.4.001 Nonconforming Uses and Structures (c) Continuing Lawful Use of Property & Existence of Structures item (4) No nonconforming use or Structure may be expanded, reoccupied with another nonconforming use, or increased as of the effective date of this Code, unless authorized by the ZBA by adding an administrative relief component for residents.

Submitted by: Sylvia Carrillo, City Manager

Presentation was made by Sylvia Carrillo, City Manager

A motion was made by Council Member Kirkland to table this item until the next appropriate meeting, seconded by Council Member Plunkett, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

- 9G. Consider action to approve the first reading of Ordinance No. 2023-12, of the City Council of the City of Bastrop, Texas, amending Chapter 1, Subdivision, Article 1.3 Platting Procedures, SEC. 1.3.006 Lots of Record of the City of Bastrop B3 Development Code by adding a section for existing lots of record who can receive administrative approval outside of the normal platting procedure.

Submitted by: Sylvia Carrillo, City Manager

Presentation was made by Sylvia Carrillo, City Manager

A motion was made by Council Member Plunkett to approve the first reading of Ordinance No. R-2023-12, seconded by Council Member Kirkland, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

- 9I. Consider action to approve Resolution No. R-2023-56 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Council Member Cheryl Lee, Place 4 of the Bastrop Economic Development Corporation, 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-2023-56, seconded by Council Member Kirkland, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

- 9J. Consider action to approve Resolution No. R-2023-55 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Council Member John Kirkland, Place 3 of the Bastrop Economic Development Corporation, 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 Lee to approve Resolution No. R-2023-55, seconded by Council Member Plunkett, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

EXECUTIVE SESSION CONTINUED

The City Council met at 8:55 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel and discuss potential acquisition of real estate relating to the Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities project.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel and discuss potential acquisition of real estate relating to CORIX, a utility provider adjacent to the City's CCN boundary.

Mayor Schroeder recessed the Executive Session at 9:30 p.m.

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

No action taken.

Adjourned at 9:30 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie Schroeder

City Secretary Ann Franklin

The Minutes were approved on April 25, 2023, by Council Member Name's motion, Council Member Name's second. The motion was approved on a 5-0 vote.

**MINUTES OF JOINT MEETING WITH BASTROP CITY COUNCIL AND
BASTROP ECONOMIC DEVELOPMENT CORPORATION****APRIL 17, 2023**

The Bastrop City Council and Bastrop Economic Development Corporation (BEDC) met in a Joint Meeting on Monday, April 17, 2023, at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas.

Members present for the Bastrop City Council were: Mayor Schroeder and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were: City Manager & Interim Director of BEDC, Sylvia Carrillo and Deputy City Secretary, Victoria Psencik. Mayor Pro Tem Rogers was absent. Members present for BEDC were: Board Chair, Ron Spencer; Board Members Charles Washington, Jr., and Lyle Nelson. Officer present was: BEDC Attorney, Dan Santee.

CALL TO ORDER

Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 6:00 p.m.

Chair, Ron Spencer called the meeting of the BEDC Board to order with a quorum being present at 6:02 p.m.

CITIZEN COMMENTS – NONE**WORK SESSIONS/BRIEFINGS**

- 2A. Discussion and possible action on the existing BEDC policy in Resolution No. R-2022-26 approved by the City on February 8, 2022, related to metrics and industry gap analysis. Submitted by: Sylvia Carrillo, City Manager & Interim Director of the Bastrop Economic Development Corporation
No action taken.
- 2B. Discussion and possible action on a responsibility matrix, identifying roles of all parties in the City and BEDC for clarity and accountability. Submitted by: Sylvia Carrillo, City Manager & Interim Director of the Bastrop Economic Development Corporation
No action taken.
- 2C. Discussion and possible action regarding a joint area development plan. Submitted by: Sylvia Carrillo, City Manager & Interim Director of the Bastrop Economic Development Corporation
A motion was made by Council Member Kirkland to approve the joint area development plan as presented, seconded by Council Member Plunkett, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

STAFF AND BOARD REPORTS – NONE**ITEMS FOR INDIVIDUAL CONSIDERATION**

- 5A. Discussion and possible action regarding an Interim Executive Director Services Agreement Between the City of Bastrop and The Bastrop Economic Development Corporation. Submitted by: Sylvia Carrillo, City Manager & Interim Director of the Bastrop Economic Development Corporation

A motion was made by Council Member Lee to approve the Interim Executive Director Services Agreement and direct the City Attorney to draft a resolution for the next City Council meeting that would amend the contract with the current City Manager, seconded by Council Member Kirkland, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.

EXECUTIVE SESSION

The City Council and Bastrop Economic Development Corporation met at 7:28 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

6A. The City Council and Bastrop Economic Development Corporation will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551.087 Deliberation Regarding Economic Development Negotiations to discuss the following:

- Project Third Arrow
- Project Western Edge (Pearl River)
- Project Jam
- Project Walk of Fame

Mayor Schroeder recessed the Executive Session at 8:14 p.m.

Chair Spencer recessed the Executive Session at 8:14 p.m.

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

No action taken.

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 8:15 p.m. without objection.

Chair Spencer adjourned the BEDC Board meeting at 8:15 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

Deputy City Secretary Victoria Psencik

The Minutes were approved on April 25, 2023, by Council Member **Name**'s motion, Council Member **Name**'s second. The motion was approved on a **5-0** vote.

**MINUTES OF PRE-BUDGET PLANNING BASTROP CITY COUNCIL
WORKSHOP
APRIL 19, 2023**

The Bastrop City Council met in a pre-budget planning workshop on Wednesday, April 19, 2023, at 3:24 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were City Manager, Sylvia Carrillo and City Secretary, Ann Franklin.

CALL TO ORDER

Mayor Schroeder called the meeting to order with a quorum being present at 3:24 p.m. Mayor Pro Tem Rogers was absent.

CITIZEN COMMENTS - NONE

PRE-BUDGET PLANNING WORKSHOP

Property Valuation and Tax Rate projections

Fiscal Forecasts

FY24 General Fund assumptions and base budget requests (Balancing Act)

Credit Card Fee discussion

Presentation was made by Tracy Waldron, Chief Financial Officer and Sylvia Carrillo, City Manager.

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council workshop meeting at 4:52 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on April 12, 2022, by Council Member Jackson’s motion, Council Member Plunkett’s second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2023-09 of the City Council of the City of Bastrop, Texas amending the City of Bastrop, Texas Code of Ordinances, Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention; repealing conflicting provisions; providing for severability; proper notice and meeting; and establishing for an effective date.

AGENDA ITEM SUBMITTED BY:

Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management.

BACKGROUND/HISTORY:

The City of Bastrop is a participating community of the National Flood Insurance Program (NFIP), which requires a community to have a floodplain management ordinance. The City's Flood Damage Prevention Ordinance can be found in Article 3.17, included in Chapter 3 - Building Regulations of the Bastrop Code of Ordinances. The Flood Damage Prevention Ordinance has various provisions that meet or exceed the minimum criteria as required by the NFIP with the intent of minimizing flood losses. These provisions are legally enforceable and enforced uniformly throughout the community.

The City's floodplain management ordinance was first adopted on May 14, 1991 in Ordinance number 91-004.

Each time FEMA provides a community with new or revised flood hazard data, the community must either adopt new floodplain management regulations, or amend its existing regulations to reference the new FIRMs and FIS report.

FEMA released preliminary Flood Insurance Rate Maps (FIRMs) and a Flood Insurance Study (FIS) on February 11, 2021 for the City of Bastrop and Bastrop County to review. The FIRMs and FIS include, but are not limited to, changes in the base flood elevations (BFEs), floodplain, and floodway boundaries. In accordance with FEMA requirements, the City published a public notification in the local newspaper on September 30, 2021, during the statutory 90-day appeal period for all new and modified flood hazard information that is provided on the preliminary FIRMs and FIS, concerning the 90-day appeal period giving the community an opportunity to appeal the proposed flood hazard information before the preliminary FIRMs and FIS become effective by FEMA. The appeal period is to allow any owner or lessee of real property in our community, who believes his or her property rights will be adversely affected by the proposed flood hazard determinations, the time to request an appeal to the City. The appeal should accompany scientific and/or technical data to support its position. The City is supposed to review the information provided on the appeal and provide an opinion stating whether the evidence provided is sufficient to justify an official appeal. The City is required to submit all copies of individual appeals and supporting data to FEMA, even if it does not agree with the appeal.

On July 13, 2021, the Planning Department delivered a Work Session to the City Council on the preliminary FIRMs and FIS and the impacts on the community.

In addition, the City held a joint public meeting with Bastrop County on October 4th, 2021 at the Convention Center explaining the preliminary FIRMs and FIS, how to appeal, and the importance of floodplain management.

The appeal period ended in December of 2021. Neither the City nor FEMA received any appeals, therefore the City Manager at the time, which is the designated Floodplain Administrator, in accordance with the Flood Damage Prevention Ordinance, directed City staff to start using and enforcing the preliminary FIRMs and FIS as the best available data starting on 12/31/2021.

In November of 2022, FEMA issued a Letter of Final Determination, which established the final flood hazard data of the new FIRMs and FIS report to be legally adopted within 6 months from November 9, 2022. This means the City must have this amendment to its ordinance approved by City Council by May 9, 2023. If this amendment is not approved by May 9, 2023, the City will be suspended from the NFIP and the following sanctions will apply:

- Property owners will not be able to purchase NFIP flood insurance policies and existing policies will not be reviewed.
- Federal grants or loans for development will not be available in identified flood hazard areas under programs administered by Federal agencies such as the Department of Housing and Urban Development (HUD), the Environmental Protection Agency (EPA), and the Small Business Administration (SBA).
- Federal disaster assistance will not be provided to repair insurable buildings located in identified areas flood hazard areas for damage caused by a flood.
- Federal mortgage insurance or loan guarantees will not be provided in identified flood hazard areas such as those written by HUD or the Department of Veteran Affairs.
- Federally insured or regulated lending institutions, such as banks and credit unions, are allowed to make conventional loans for insurable buildings in flood hazard areas of non-participating communities. However, the lender must notify applicants that the property is in a flood hazard area and that the property is not eligible for Federal disaster assistance. Some lenders may voluntarily choose not to make these loans.

If the City is suspended, it may regain its eligibility in the NFIP by enacting the floodplain management measures established in 44 CFR Section 60.3 of the NFIP regulations, which talks about the floodplain management criteria for flood-prone areas. If development takes place in the City during suspension that does not meet the minimum NFIP requirements, the City will be asked to take actions to reduce the increased flood hazard prior to reinstatement.

This ordinance is designed to minimize flood losses in flood hazard areas by elevating, floodproofing, and otherwise protecting property from flood damage. This is accomplished by methods such as elevating structures, restricting or prohibiting uses, controlling the alteration of natural floodplains and streams, and regulating flood barriers. Technical training, knowledge, and skills are needed to adequately understand and administer the Flood Damage Prevention ordinance. Currently, Section 3.17.007 indicates the City Manager as the Floodplain Administrator.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Consider action to approve second reading of Ordinance 2023-09 of the City Council of the City of Bastrop, Texas amending the City of Bastrop, Texas Code of Ordinances, Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention; repealing conflicting provisions; providing for severability; proper notice and meeting; and establishing for an effective date.

ATTACHMENTS:

- Ordinance 2023-09
- Exhibit A: Preliminary FIRM-48021C0215F
- Exhibit B: Preliminary FIRM-48021C0220F
- Exhibit C: Preliminary FIRM-48021C0355F
- Exhibit D: Preliminary FIRM-48021C0360F
- Exhibit F: Preliminary FIS



CITY OF BASTROP, TEXAS**ORDINANCE NO. 2023-09****AMENDING CODE OF ORDINANCES**

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.17 FLOOD DAMAGE PREVENTION; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING; AND ESTABLISHING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds that there is a local need for flood insurance and desires to continue to participate in the National Flood Insurance Program (“NFIP”); and

WHEREAS, a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for Bastrop County, Texas and incorporated areas and will become effective on May 9, 2023; and

WHEREAS, the City Council intends to recognize and duly evaluate flood hazards in all official actions in the areas having special flood hazards and to take such other official action reasonably necessary to carry out the objectives of the program including enacting and enforcing local floodplain management standards consistent with NFIP minimum criteria; and

WHEREAS, the City Council finds certain amendments to the aforementioned codes are necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City Council finds the attached amendments reasonable and necessary.

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

1. FINDINGS OF FACT

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

2. AMENDMENT

The Bastrop Code of Ordinances Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. The City Council hereby adopts and references the related Federal Emergency Management Agency ("FEMA") documents including, but not limited to, the Flood Insurance Rate Maps and Flood Insurance Study.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

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

7. PROPER NOTICE AND MEETING

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

READ & ACKNOWLEDGED on First Reading on this, the 11th day of April 2023.

READ & APPROVED on the Second Reading on this, the 25th day of April 2023.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ATTACHMENT A

ARTICLE 3.17 FLOOD DAMAGE PREVENTION

Sec. 3.17.001 Statutory authorization.

The legislature of the state has in Civil Statutes delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council, of the City of Bastrop, Bastrop, Texas, does ordain as follows.

Sec. 3.17.002 Findings of fact.

- (a) The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed, or otherwise protected from flood damage.

Sec. 3.17.003 Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize future flood blight areas; and
- (7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 3.17.004 Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 3.17.005 Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application.

Alluvial fan flooding. Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex. A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure. A structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard. The land area that would be inundated by the 1-percent-annual chance (100-year) flood based on future conditions hydrology.

Area of shallow flooding. A designated AO, AH, AR/AO, AR/AH or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one-percent (1%) chance or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard. The land in the floodplain within a community subject to a one-percent (1%) or greater chance of flooding in any given year. The area may be designated as zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, zone A usually is refined into Zones A, AE, AH, AO, A1-30, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood. The flood having a 1-percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE). The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a one percent (1%) chance of equaling or exceeding that level in any given year - also called the Base Flood.

Basement. Any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall. A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature. An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.

Elevated building. For insurance purposes, a non-basement building which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction. For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters;
- (2) The unusual and rapid accumulation of runoff or surface waters from any source.

Flood Elevation Study. An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Insurance Rate Map (FIRM). An official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). See Flood Elevation Study.

Floodplain or Flood-Prone Area. Any land area susceptible to being inundated by water from any source (see definition of Flooding).

Floodplain Management. The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain Management Regulations. Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood Protection System. Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Flood Proofing. Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. See Regulatory Floodway.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure. Any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - (A) By an approved state program as determined by the Secretary of the Interior; or
 - (B) Directly by the Secretary of the Interior in states without approved programs.

Levee. A manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system. A flood protection system which consists of a levee or levees and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home. A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Mean sea level. For purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction. For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes "new construction" means structures for which the "start of construction" commenced on or after the effective date of a

floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.

Recreational vehicle. A vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area. See area of Special Flood Hazard.

Start of construction. (For other than new construction or substantial improvements under the Coastal Barrier Resources Act [Pub. L. 97-348]), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure. For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

Substantial improvement. Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

- (2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance. A grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sections 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation. The height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 3.17.006 General provisions.

- (a) *Lands to which these provisions apply.* These provisions shall apply to all areas of special flood hazard within the jurisdiction of the city.
- (b) *Basis for establishing the areas of special flood hazard.* The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Bastrop County, Texas and incorporated areas", dated May 9, 2023, with the accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary-Floodway Maps (FBFMs) dated May 9, 2023 and any revisions thereto are hereby adopted by reference and declared to be a part of this article.
- (c) *Establishment of development permit.* A floodplain development permit shall be required to ensure conformance with the provisions of this article.
- (d) *Compliance.* No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.
- (e) *Abrogation and greater restrictions.* This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- (f) *Interpretation.* In the interpretation and application of this article, all provisions shall be:
- (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.
- (g) *Warning and disclaimer of liability.* The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on these provisions or any administrative decision lawfully made thereunder.

Sec. 3.17.007 Administration.

- (a) *Designation of the Floodplain Administrator.* The City Manager, or their designee, is hereby appointed the Floodplain Administrator to administer and implement the provisions of this article and other appropriate Sections of 44 CFR (Emergency Management and Assistance National Flood Insurance Program regulations) pertaining to floodplain management.
- (b) *Duties and responsibilities of floodplain administrator.* Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this article.
 - (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
 - (3) Review, approve or deny all applications for development permits required by adoption of this article.
 - (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
 - (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
 - (6) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
 - (8) When base flood elevation data has not been provided in accordance with Section 3.17.006(b), the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available from a Federal, State, or other source, in order to administer the provisions of Section 3.17.008.
 - (9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
 - (10) Under the provisions of 44 CFR chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community **first** completes all of the provisions required by Section 65.12.
- (c) *Permit procedures.*
- (1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the locations, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the

foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- (A) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (B) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (C) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 3.17.008(b)(2);
 - (D) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and
 - (E) Maintain a record of all such information in accordance with subsection (b)(1).
- (2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this article and the following relevant factors:
- (A) The danger to life and property due to flooding or erosion damage;
 - (B) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (C) The danger that materials may be swept onto other lands to the injury of others;
 - (D) The compatibility of the proposed use with existing and anticipated development;
 - (E) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (F) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;
 - (G) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (H) The necessity to the facility of a waterfront location, where applicable;
 - (I) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- (d) *Variance procedures.*
- (1) The Appeal Board, of the City Council, shall hear and render judgment on requests for variances from the requirements of this article.
 - (2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this article.
 - (3) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
 - (4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.
- (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection (c)(2) above, in this article, have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.
- (7) Upon consideration of the factors noted above and the intent of this article, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of Section 3.17.003 of this article.
- (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (10) Prerequisites for granting variances:
 - (A) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (B) Variances shall only be issued upon:
 - (i) Showing a good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (C) Any applicant to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - (A) The criteria outlined in subsections (1) through (10) are met; and
 - (B) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Ord. No. 2019-05 , § 1, 4-9-19)

Sec. 3.17.008 Provisions for flood hazard reduction.

- (a) *General standards.* In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
 - (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 - (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
 - (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharges from the systems into flood waters; and
 - (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (b) *Specific standards.* In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 3.17.007(b)(8), and subsection (c)(3) of this section, the following provisions are required:
- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to two (2) feet above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the Floodplain Administrator that these standards as proposed in Section 3.17.007(c)(1)(A) are satisfied.
 - (2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to two (2) feet above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.
 - (3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (A) A minimum of two (2) openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (B) The bottom of all openings shall be no higher than one foot above grade.

- (C) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (4) *Manufactured homes.*
- (A) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- (B) Require that all manufactured homes that are placed or substantially improved within Zones A1-30, AH and AE on the city's FIRM on sites:
- (i) Outside of a manufactured home park or subdivision;
 - (ii) In a new manufactured home park or subdivision;
 - (iii) In an expansion to an existing manufactured home park or subdivision; or
 - (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to two (2) feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (C) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (b)(4) of this section be elevated so that either:
- (i) The lowest floor of the manufactured home is two (2) feet above the base flood elevation; or
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) *Recreational vehicles.* Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:
- (A) Be on the site for fewer than one hundred eighty (180) consecutive days; or
 - (B) Be fully licensed and ready for highway use; or
 - (C) Meet the permit requirements of Section 3.17.007(c)(1) of this article, and the elevation and anchoring requirements for "manufactured homes" in subsection (b)(4) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

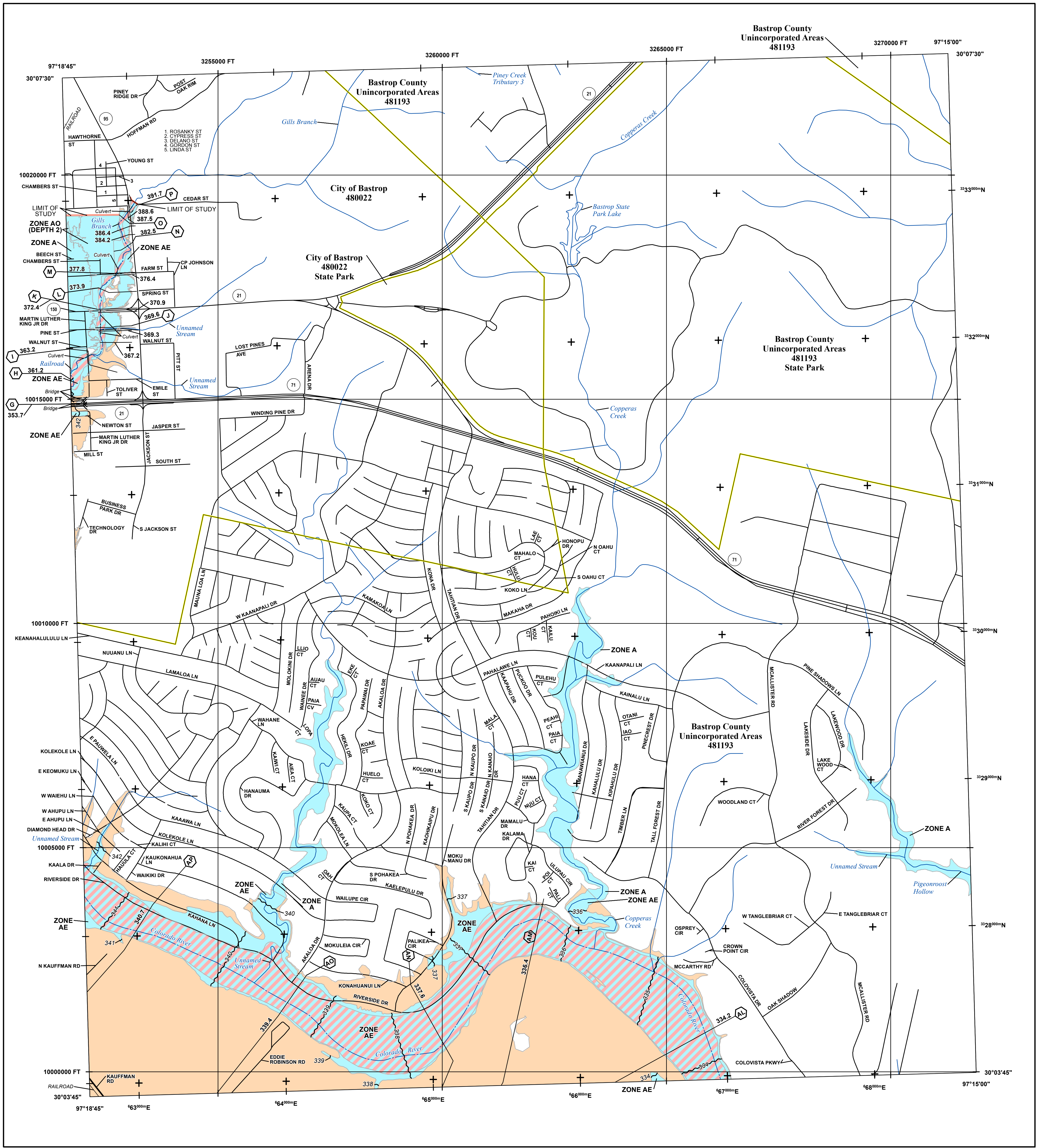
(c) *Standards for subdivision proposals.*

- (1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Sections 3.17.002, 3.17.003, and 3.17.004 of this article.

- (2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Sections 3.17.006(c) and 3.17.007(c) and the provisions of this article.
 - (3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to Section 3.17.006(b) or Section 3.17.007(b)(8) of this article.
 - (4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
 - (5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- (d) *Standards for areas of shallow flooding (AO/AH zones).* Located within the areas of special flood hazard established in Section 3.17.006(b) of this article are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:
- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to two (2) feet above the base flood elevation or above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
 - (2) All new construction and substantial improvements of **non-residential** structures:
 - (A) Have the lowest floor (including basement) elevated to two (2) feet above the base flood elevation or above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified); or
 - (B) Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO zone, or below the Base Flood Elevation in an AH zone level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or effects of buoyancy.
 - (3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this section, as proposed in Section 3.17.007(c)(1)(A) are satisfied.
 - (4) Require within Zones AH and AO, adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.
- (e) *Floodways.* Floodways located within areas of special flood hazard established in Section 3.17.006(b) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:
- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

-
- (2) If subsection (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.
 - (3) Under the provisions of 44 CFR chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** completes all of the provisions required by Section 65.12.

(Ord. No. 2005-45, 12-13-05)



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
	Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

NOTES TO USERS

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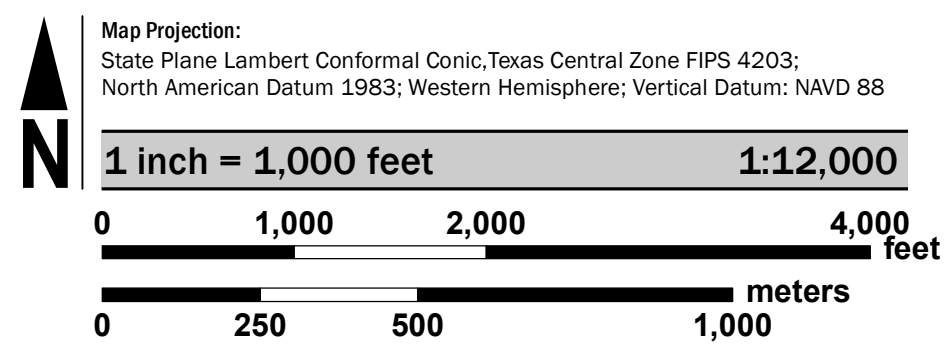
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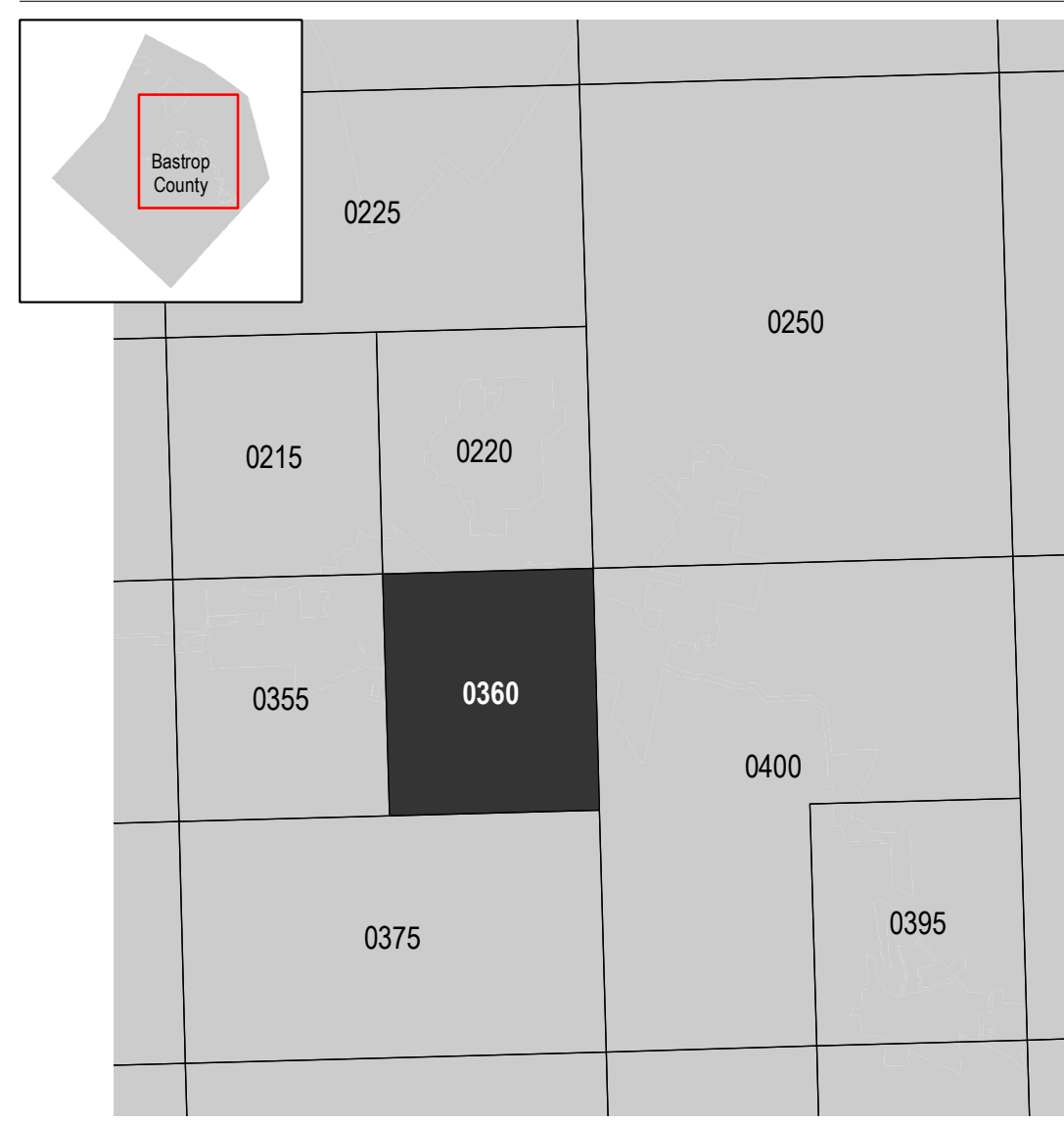
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on the FIRM panels with effective date TBD was provided by the Texas Department of Transportation, dated 2016 and 2020; the Texas Parks and Wildlife Department, dated 2016; and the U.S. Geological Survey, dated 2020.

SCALE



PANEL LOCATOR



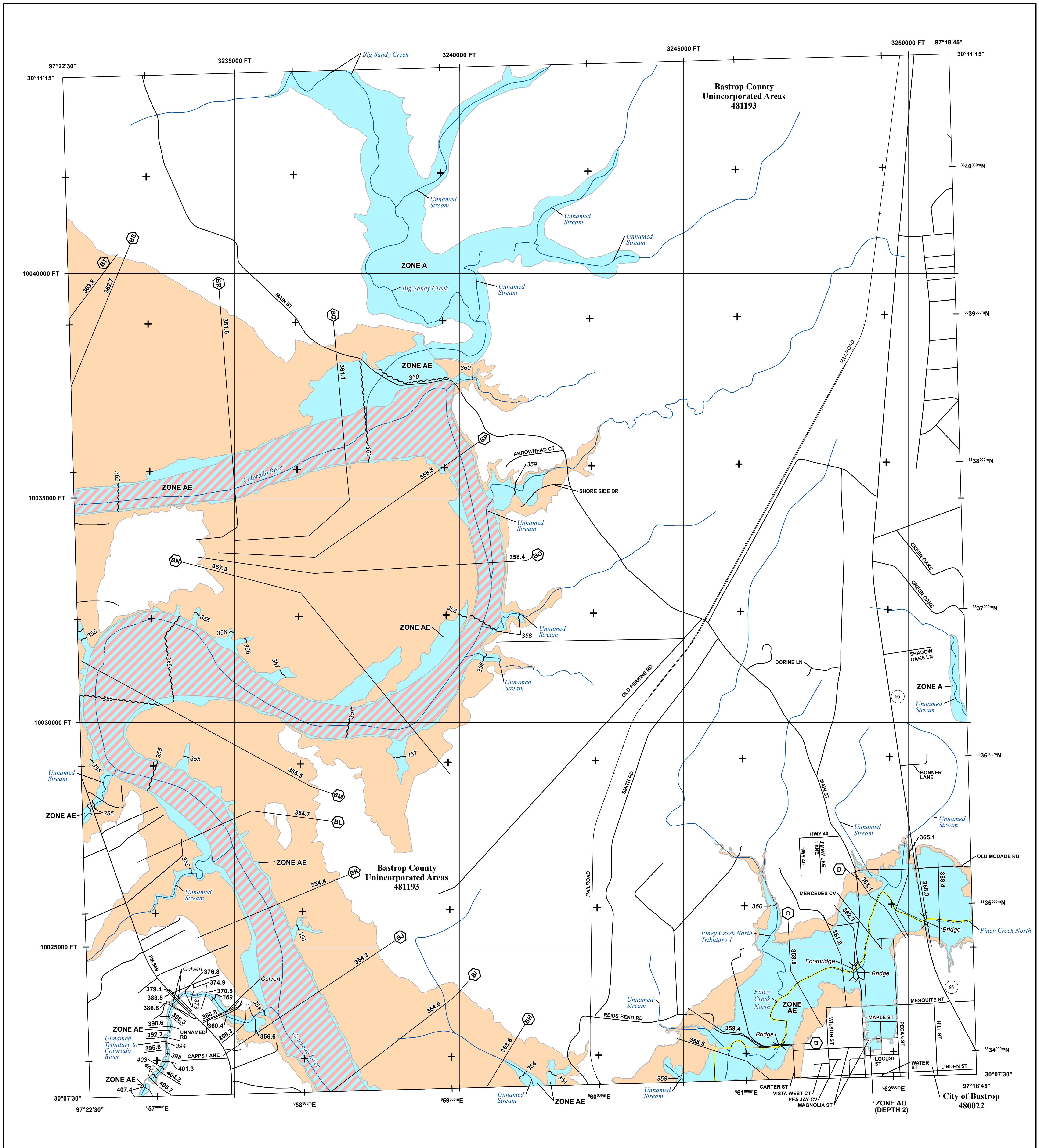
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
BASTROP COUNTY, TEXAS
 and Incorporated Areas
 PANEL 360 OF 625

Panel Contains:
 COMMUNITY: BASTROP COUNTY, BASTROP CITY OF
 NUMBER: 481193, 480022
 PANEL: 0360, 0360
 SUFFIX: F, F

PRELIMINARY
2/11/2021

VERSION NUMBER: 2.6.4.6
 MAP NUMBER: 48021C0360F
 MAP REVISED



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SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
OTHER FEATURES		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

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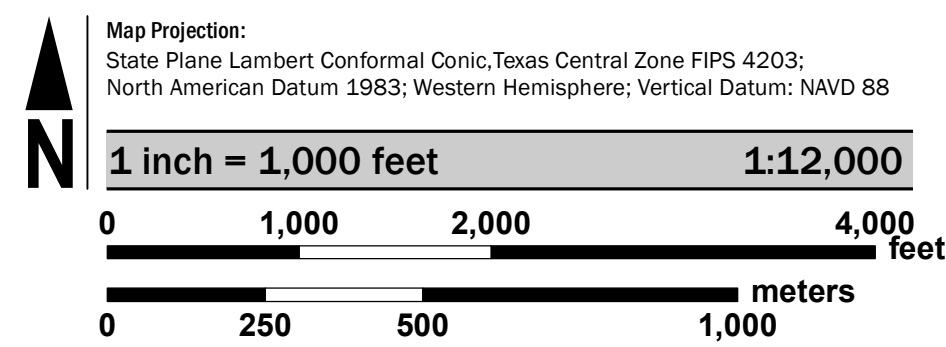
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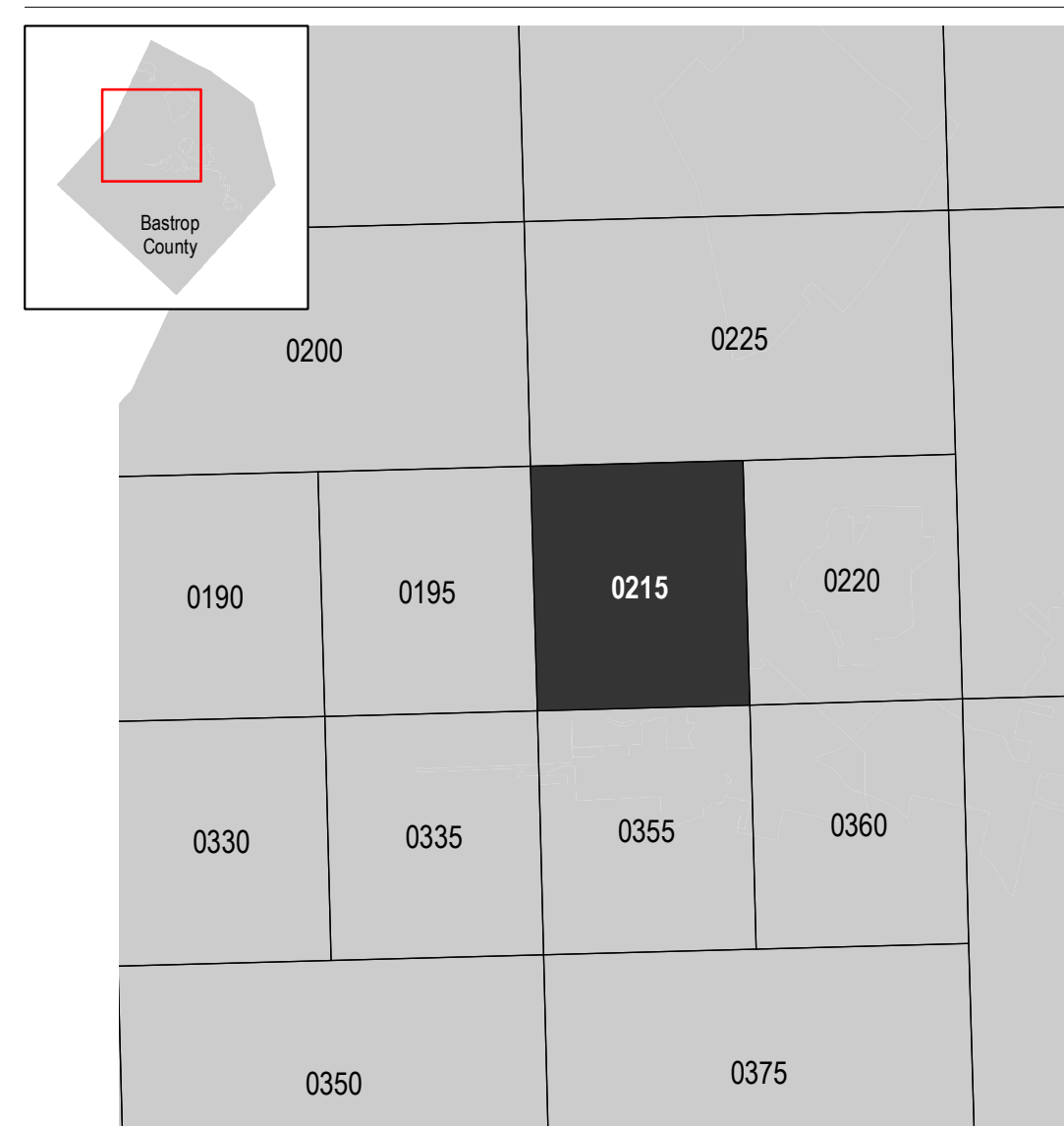
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PANEL LOCATOR



National Flood Insurance Program

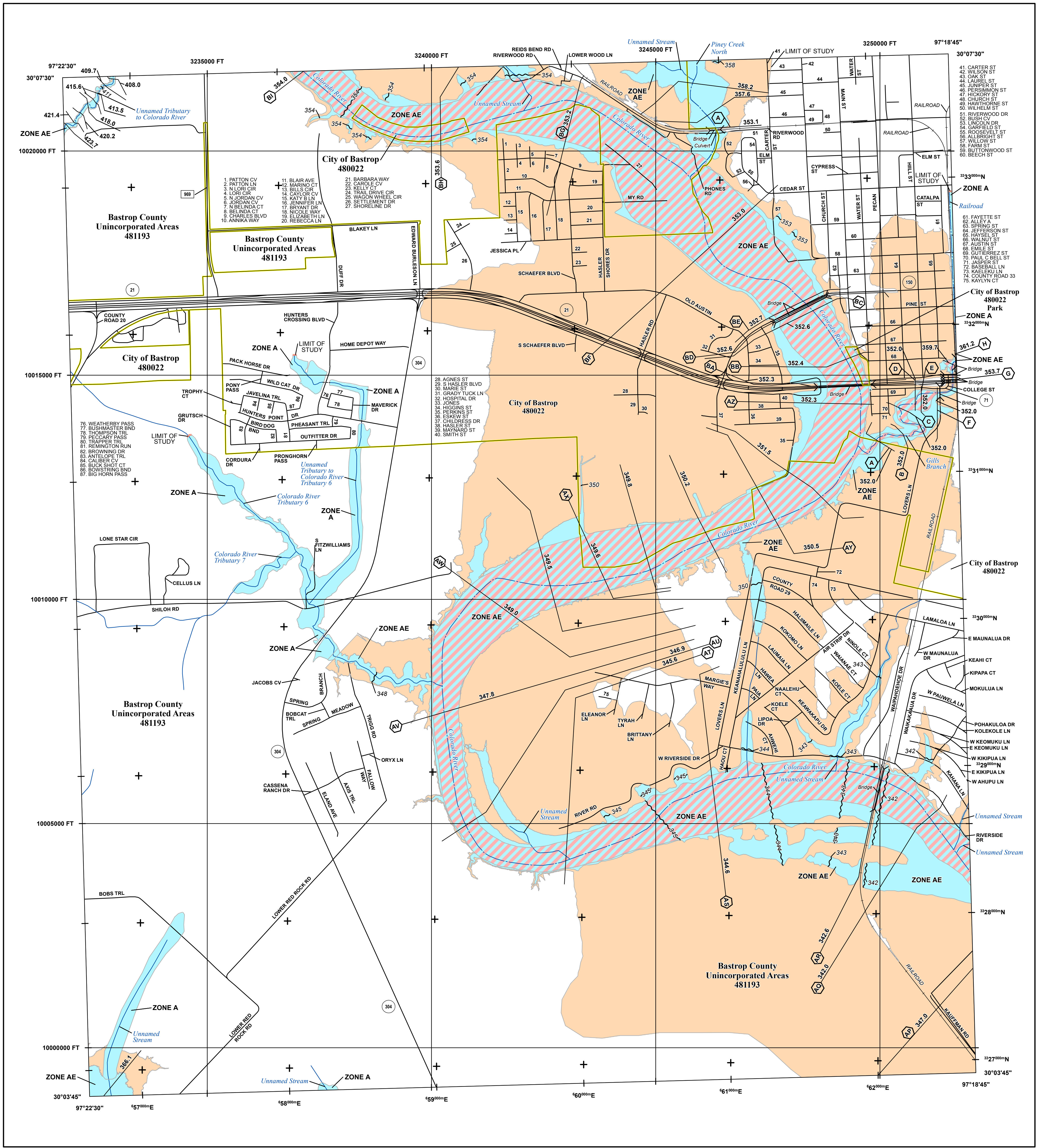
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
BASTROP COUNTY, TEXAS
 and Incorporated Areas
PANEL 215 OF 625

FEMA

PRELIMINARY
2/11/2021

COMMUNITY: BASTROP COUNTY, BASTROP, CITY OF
 NUMBER: 481193, 480022
 PANEL: 0215, 0215
 SUFFIX: F, F

VERSION NUMBER: 2.6.4.6
 MAP NUMBER: 48021C0215F
 MAP REVISED:



FLOOD HAZARD INFORMATION

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 - Channel, Culvert, or Storm Sewer
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 - GENERAL STRUCTURES**
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
 - Base Flood Elevation Line (BFE)
 - OTHER FEATURES**
 - Limit of Study
 - Jurisdiction Boundary

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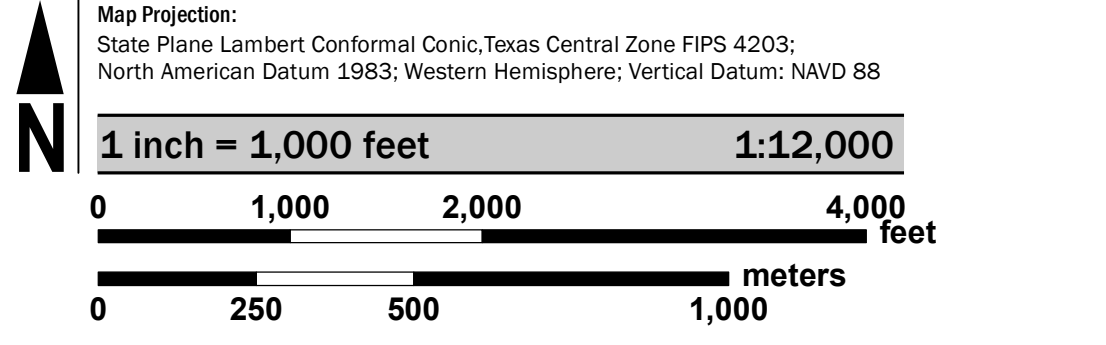
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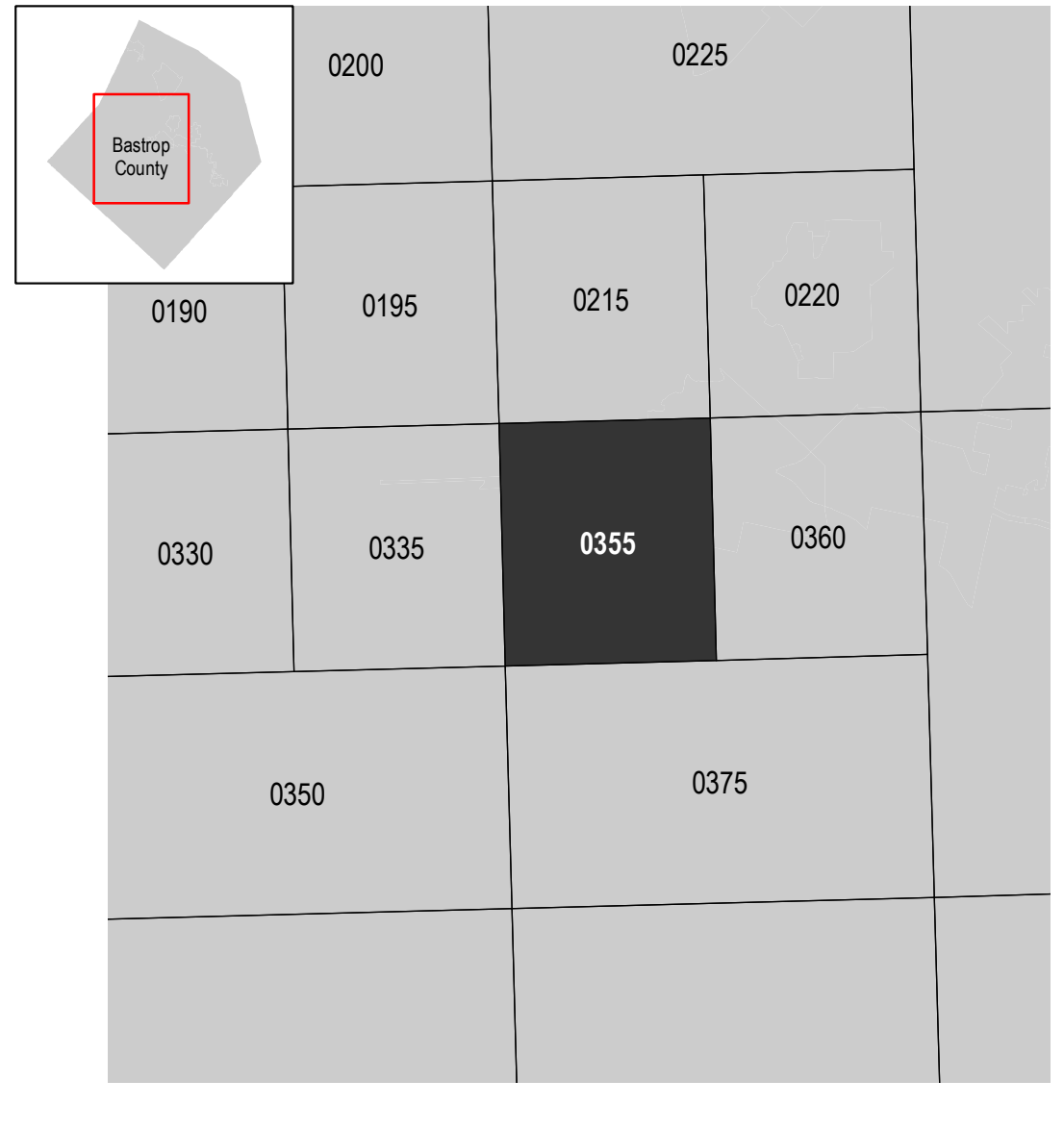
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SCALE



PANEL LOCATOR



FEMA
 National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP
BASTROP COUNTY, TEXAS
 and Incorporated Areas
 PANEL 355 OF 625

Panel Contains:
 COMMUNITY: BASTROP COUNTY, BASTROP, CITY OF
 NUMBER: 481193, 480022
 SUFFIX: 0355, 0355
 SUFFIX: F, F

PRELIMINARY
 2/11/2021

VERSION NUMBER: 2.6.4.6
 MAP NUMBER: 48021C0355F
 MAP REVISED

FLOOD INSURANCE STUDY

FEDERAL EMERGENCY MANAGEMENT AGENCY

VOLUME 1 OF 1



BASTROP COUNTY, TEXAS

AND INCORPORATED AREAS

COMMUNITY NAME	COMMUNITY NUMBER
BASTROP, CITY OF	480022
BASTROP COUNTY, UNINCORPORATED AREAS	481193
ELGIN, CITY OF	480023
SMITHVILLE, CITY OF	480024



FEMA

PRELIMINARY
2/11/2021

REVISED:

TBD

FLOOD INSURANCE STUDY NUMBER

48021CV000C

Version Number 2.6.4.6

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Gazley Creek	28-29	P
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Published Separately

Flood Insurance Rate Map (FIRM)

FLOOD INSURANCE STUDY REPORT BASTROP COUNTY, TEXAS

SECTION 1.0 – INTRODUCTION

1.1 The National Flood Insurance Program

The National Flood Insurance Program (NFIP) is a voluntary Federal program that enables property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods.

For decades, the national response to flood disasters was generally limited to constructing flood-control works such as dams, levees, sea-walls, and the like, and providing disaster relief to flood victims. This approach did not reduce losses nor did it discourage unwise development. In some instances, it may have actually encouraged additional development. To compound the problem, the public generally could not buy flood coverage from insurance companies, and building techniques to reduce flood damage were often overlooked.

In the face of mounting flood losses and escalating costs of disaster relief to the general taxpayers, the U.S. Congress created the NFIP. The intent was to reduce future flood damage through community floodplain management ordinances, and provide protection for property owners against potential losses through an insurance mechanism that requires a premium to be paid for the protection.

The U.S. Congress established the NFIP on August 1, 1968, with the passage of the National Flood Insurance Act of 1968. The NFIP was broadened and modified with the passage of the Flood Disaster Protection Act of 1973 and other legislative measures. It was further modified by the National Flood Insurance Reform Act of 1994 and the Flood Insurance Reform Act of 2004. The NFIP is administered by the Federal Emergency Management Agency (FEMA), which is a component of the Department of Homeland Security (DHS).

Participation in the NFIP is based on an agreement between local communities and the Federal Government. If a community adopts and enforces floodplain management regulations to reduce future flood risks to new construction and substantially improved structures in Special Flood Hazard Areas (SFHAs), the Federal Government will make flood insurance available within the community as a financial protection against flood losses. The community's floodplain management regulations must meet or exceed criteria established in accordance with Title 44 Code of Federal Regulations (CFR) Part 60, *Criteria for Land Management and Use*.

SFHAs are delineated on the community's Flood Insurance Rate Maps (FIRMs). Under the NFIP, buildings that were built before the flood hazard was identified on the community's FIRMs are generally referred to as "Pre-FIRM" buildings. When the NFIP was created, the U.S. Congress recognized that insurance for Pre-FIRM buildings would be prohibitively expensive if the premiums were not subsidized by the Federal Government. Congress also recognized that most of these floodprone buildings were

built by individuals who did not have sufficient knowledge of the flood hazard to make informed decisions. The NFIP requires that full actuarial rates reflecting the complete flood risk be charged on all buildings constructed or substantially improved on or after the effective date of the initial FIRM for the community or after December 31, 1974, whichever is later. These buildings are generally referred to as “Post-FIRM” buildings.

1.2 Purpose of this Flood Insurance Study Report

This Flood Insurance Study (FIS) Report revises and updates information on the existence and severity of flood hazards for the study area. The studies described in this report developed flood hazard data that will be used to establish actuarial flood insurance rates and to assist communities in efforts to implement sound floodplain management.

In some states or communities, floodplain management criteria or regulations may exist that are more restrictive than the minimum Federal requirements. Contact your State NFIP Coordinator to ensure that any higher State standards are included in the community’s regulations.

1.3 Jurisdictions Included in the Flood Insurance Study Project

This FIS Report covers the entire geographic area of Bastrop County, Texas.

The jurisdictions that are included in this project area, along with the Community Identification Number (CID) for each community and the United States Geological Survey (USGS) 8-digit Hydrologic Unit Code (HUC-8) sub-basins affecting each, are shown in Table 1. The FIRM panel numbers that affect each community are listed. If the flood hazard data for the community is not included in this FIS Report, the location of that data is identified.

Table 1: Listing of NFIP Jurisdictions

Community	CID	HUC-8 Sub-Basin(s)	Located on FIRM Panel(s)	If Not Included, Location of Flood Hazard Data
Bastrop, City of	480022	12090301	48021C0215F 48021C0220F 48021C0335F 48021C0355F 48021C0360F	
Bastrop County, Unincorporated Areas	481193	12070102, 12070205, 12090301, 12100202	48021C0025E 48021C0050E 48021C0075E 48021C0100E 48021C0125E 48021C0150E 48021C0175G 48021C0190G 48021C0195F 48021C0200F	

Table 1: Listing of NFIP Jurisdictions (continued)

Community	CID	HUC-8 Sub-Basin(s)	Located on FIRM Panel(s)	If Not Included, Location of Flood Hazard Data
Bastrop County, Unincorporated Areas (continued)	481193	12070102, 12070205, 12090301, 12100202	48021C0215F 48021C0220F 48021C0225E 48021C0250E 48021C0275E 48021C0300F 48021C0310F 48021C0325F 48021C0330F 48021C0335F 48021C0350F 48021C0355F 48021C0360F 48021C0375F 48021C0395F 48021C0400E 48021C0425F 48021C0450F 48021C0475F 48021C0500E 48021C0510F 48021C0525E 48021C0550F 48021C0575E 48021C0600E 48021C0625E	
Elgin, City of	480023	12090301	48021C0075E 48021C0100E	
Smithville, City of	480024	12090301	48021C0395F 48021C0425F 48021C0510F 48021C0550F	

1.4 Considerations for using this Flood Insurance Study Report

The NFIP encourages State and local governments to implement sound floodplain management programs. To assist in this endeavor, each FIS Report provides floodplain data, which may include a combination of the following: 10-, 4-, 2-, 1-, and 0.2-percent annual chance flood elevations (the 1-percent-annual-chance flood elevation is also referred to as the Base Flood Elevation (BFE)); delineations of the 1-percent-annual-chance and 0.2-percent-annual-chance floodplains; and 1-percent-annual-chance floodway. This information is presented on the FIRM and/or in many components of the FIS Report, including Flood Profiles, Floodway Data tables, Summary of Non-Coastal Stillwater Elevations tables, and Coastal Transect Parameters tables (not all components

may be provided for a specific FIS).

This section presents important considerations for using the information contained in this FIS Report and the FIRM, including changes in format and content. Figures 1, 2, and 3 present information that applies to using the FIRM with the FIS Report.

- Part or all of this FIS Report may be revised and republished at any time. In addition, part of this FIS Report may be revised by a Letter of Map Revision (LOMR), which does not involve republication or redistribution of the FIS Report. Refer to Section 6.5 of this FIS Report for information about the process to revise the FIS Report and/or FIRM.

It is, therefore, the responsibility of the user to consult with community officials by contacting the community repository to obtain the most current FIS Report components. Communities participating in the NFIP have established repositories of flood hazard data for floodplain management and flood insurance purposes. Community map repository addresses are provided in Table 30, "Map Repositories," within this FIS Report.

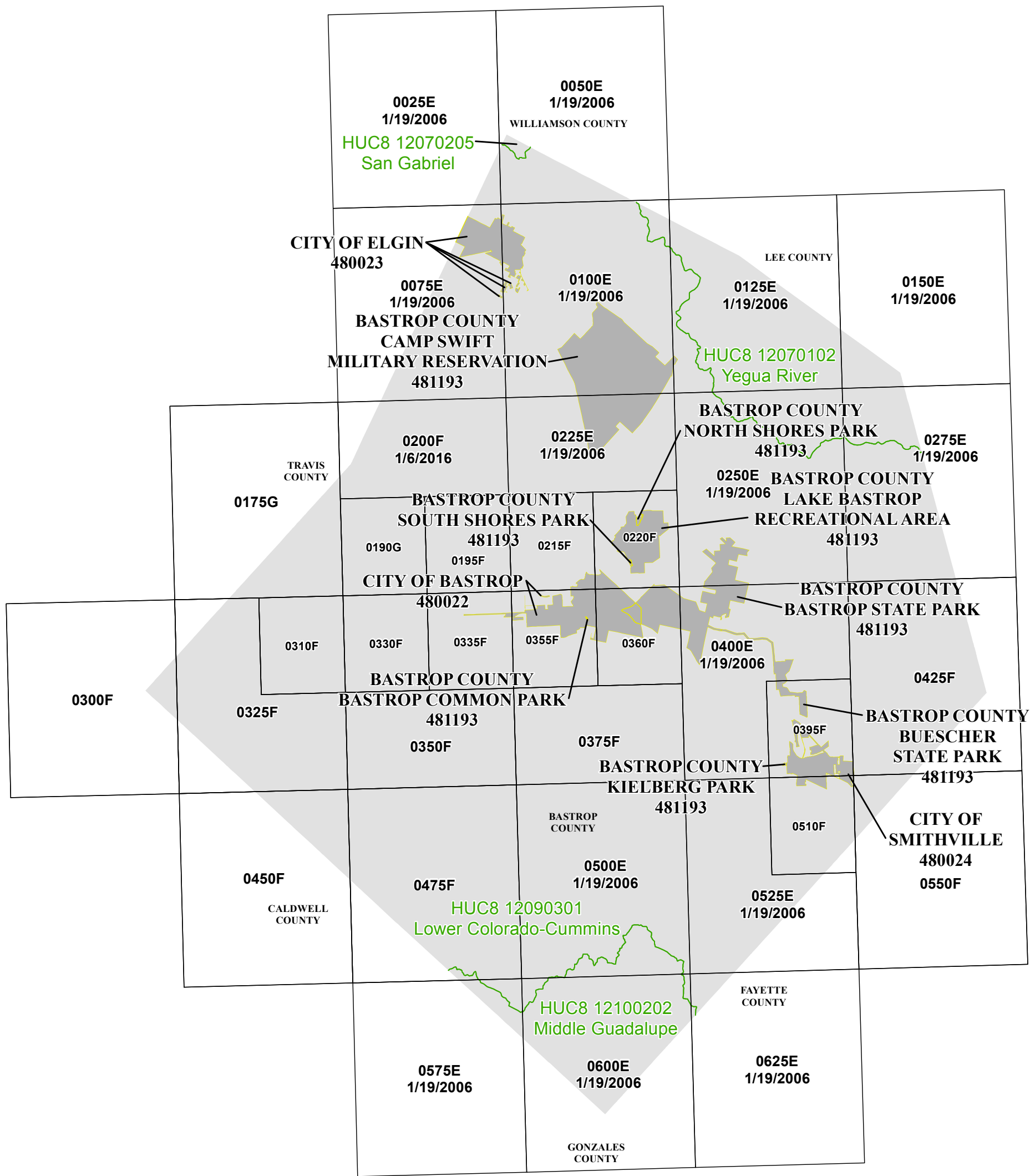
- New FIS Reports are frequently developed for multiple communities, such as entire counties. A countywide FIS Report incorporates previous FIS Reports for individual communities and the unincorporated area of the county (if not jurisdictional) into a single document and supersedes those documents for the purposes of the NFIP.

The initial Countywide FIS Report for Bastrop County became effective on August 19, 1991. Refer to Table 27 for information about subsequent revisions to the FIRMs.

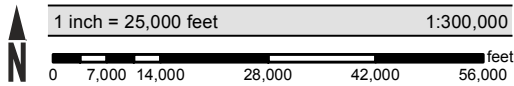
- FEMA has developed a *Guide to Flood Maps* (FEMA 258) and online tutorials to assist users in accessing the information contained on the FIRM. These include how to read panels and step-by-step instructions to obtain specific information. To obtain this guide and other assistance in using the FIRM, visit the FEMA Web site at www.fema.gov/flood-maps/tutorials.

The FIRM Index in Figure 1 shows the overall FIRM panel layout within Bastrop County, and also displays the panel number and effective date for each FIRM panel in the county. Other information shown on the FIRM Index includes community, military, and park boundaries; flooding sources; major roads; watershed boundaries; and USGS HUC-8 codes.

Figure 1: FIRM Index



ATTENTION: The corporate limits shown on this FIRM Index are based on the best information available at the time of publication. As such, they may be more current than those shown on FIRM panels issued before TBD.

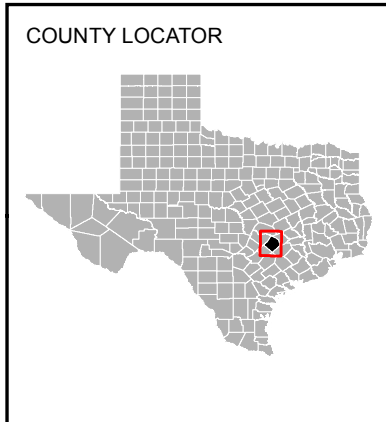


Map Projection:
State Plane Lambert Conformal Conic, Texas Central Zone FIPS 4203; North American Datum 1983; Western Hemisphere; Vertical Datum: NAVD 88

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT

[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SEE FLOOD INSURANCE STUDY FOR ADDITIONAL INFORMATION



NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP INDEX

BASTROP COUNTY, TEXAS and Incorporated Areas

PANELS PRINTED:

0025, 0050, 0075, 0100, 0125, 0150, 0175, 0190, 0195, 0200, 0215, 0220, 0225, 0250, 0275, 0300, 0310, 0325, 0330, 0335, 0350, 0355, 0360, 0375, 0395, 0400, 0425, 0450, 0475, 0500, 0510, 0525, 0550, 0575, 0600, 0625

PRELIMINARY
2/11/2021



FEMA

MAP NUMBER
48021CINDOC

MAP REVISED

Each FIRM panel may contain specific notes to the user that provide additional information regarding the flood hazard data shown on that map. However, the FIRM panel does not contain enough space to show all the notes that may be relevant in helping to better understand the information on the panel. Figure 2 contains the full list of these notes.

Figure 2: FIRM Notes to Users

NOTES TO USERS
<p>For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products, or the National Flood Insurance Program in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Flood Map Service Center website or by calling the FEMA Mapping and Insurance eXchange.</p> <p>Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.</p> <p>For community and countywide map dates, refer to Table 27 in this FIS Report.</p> <p>To determine if flood insurance is available in the community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.</p> <p>PRELIMINARY FIS REPORT: FEMA maintains information about map features, such as street locations and names, in or near designated flood hazard areas. Requests to revise information in or near designated flood hazard areas may be provided to FEMA during the community review period, at the final Consultation Coordination Officer's meeting, or during the statutory 90-day appeal period. Approved requests for changes will be shown on the final printed FIRM.</p>
<p>The map is for use in administering the NFIP. It may not identify all areas subject to flooding, particularly from local drainage sources of small size. Consult the community map repository to find updated or additional flood hazard information.</p> <p>BASE FLOOD ELEVATIONS: For more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, consult the Flood Profiles and Floodway Data and/or Summary of Non-Coastal Stillwater Elevations tables within this FIS Report. Use the flood elevation data within the FIS Report in conjunction with the FIRM for construction and/or floodplain management.</p>
<p>FLOODWAY INFORMATION: Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the FIS Report for this jurisdiction.</p>

Figure 2. FIRM Notes to Users

FLOOD CONTROL STRUCTURE INFORMATION: Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 4.3 "Non-Levee Flood Protection Measures" of this FIS Report for information on flood control structures for this jurisdiction.

PROJECTION INFORMATION: The projection used in the preparation of the map was State Plane Lambert Conformal Conic, Texas Central Zone FIPS 4203. The horizontal datum was the North American Datum of 1983 NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

ELEVATION DATUM: Flood elevations on the FIRM are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov.

Local vertical monuments may have been used to create the map. To obtain current monument information, please contact the appropriate local community listed in Table 30 of this FIS Report.

BASE MAP INFORMATION: Base map information shown on the FIRM panels with effective date TBD was provided by the Texas Department of Transportation, dated 2016 and 2020; the Texas Parks and Wildlife Department, dated 2016; and the U.S. Geological Survey, dated 2020. Base map information shown on the FIRM panels with effective dates January 19, 2006 and January 6, 2016 was provided in digital format by Texas Department of Transportation. This information was digitized from USGS 7.5 minute quadrangle maps at a scale of 1:15840. For information about base maps, refer to Section 6.2 "Base Map" in this FIS Report.

Corporate limits shown on the map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after the map was published, map users should contact appropriate community officials to verify current corporate limit locations.

NOTES FOR FIRM INDEX

REVISIONS TO INDEX: As new studies are performed and FIRM panels are updated within Bastrop County, Texas, corresponding revisions to the FIRM Index will be incorporated within the FIS Report to reflect the effective dates of those panels. Please refer to Table 27 of this FIS Report to determine the most recent FIRM revision date for each community. The most recent FIRM panel effective date will correspond to the most recent index date.

ATTENTION: The corporate limits shown are based on the best information available at the time of publication of this FIRM Index. As such, they may be more current than those shown on the FIRM panels issued before TBD.

Figure 2. FIRM Notes to Users

FLOOD RISK REPORT: A Flood Risk Report (FRR) may be available for many of the flooding sources and communities referenced in this FIS Report. The FRR is provided to increase public awareness of flood risk by helping communities identify the areas within their jurisdictions that have the greatest risks. Although non-regulatory, the information provided within the FRR can assist communities in assessing and evaluating mitigation opportunities to reduce these risks. It can also be used by communities developing or updating flood risk mitigation plans. These plans allow communities to identify and evaluate opportunities to reduce potential loss of life and property. However, the FRR is not intended to be the final authoritative source of all flood risk data for a project area; rather, it should be used with other data sources to paint a comprehensive picture of flood risk.

Each FIRM panel contains an abbreviated legend for the features shown on the maps. However, the FIRM panel does not contain enough space to show the legend for all map features. Figure 3 shows the full legend of all map features. Note that not all of these features may appear on the FIRM panels in Bastrop County.

Figure 3: Map Legend for FIRM

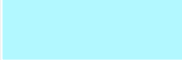

SPECIAL FLOOD HAZARD AREAS: The 1% annual chance flood, also known as the base flood or 100-year flood, has a 1% chance of happening or being exceeded each year. Special Flood Hazard Areas are subject to flooding by the 1% annual chance flood. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood. The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights. See note for specific types. If the floodway is too narrow to be shown, a note is shown.	
	Special Flood Hazard Areas subject to inundation by the 1% annual chance flood (Zones A, AE, AH, AO, AR, A99, V and VE)
Zone A	The flood insurance rate zone that corresponds to the 1% annual chance floodplains. No base (1% annual chance) flood elevations (BFEs) or depths are shown within this zone.
Zone AE	The flood insurance rate zone that corresponds to the 1% annual chance floodplains. Base flood elevations derived from the hydraulic analyses are shown within this zone.
Zone AH	The flood insurance rate zone that corresponds to the areas of 1% annual chance shallow flooding (usually areas of ponding) where average depths are between 1 and 3 feet. Whole-foot BFEs derived from the hydraulic analyses are shown at selected intervals within this zone.
Zone AO	The flood insurance rate zone that corresponds to the areas of 1% annual chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between 1 and 3 feet. Average whole-foot depths derived from the hydraulic analyses are shown within this zone.
Zone AR	The flood insurance rate zone that corresponds to areas that were formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
Zone A99	The flood insurance rate zone that corresponds to areas of the 1% annual chance floodplain that will be protected by a Federal flood protection system where construction has reached specified statutory milestones. No base flood elevations or flood depths are shown within this zone.
Zone V	The flood insurance rate zone that corresponds to the 1% annual chance coastal floodplains that have additional hazards associated with storm waves. Base flood elevations are not shown within this zone.
Zone VE	Zone VE is the flood insurance rate zone that corresponds to the 1% annual chance coastal floodplains that have additional hazards associated with storm waves. Base flood elevations derived from the coastal analyses are shown within this zone as static whole-foot elevations that apply throughout the zone.
	Regulatory Floodway determined in Zone AE.

Figure 3: Map Legend for FIRM

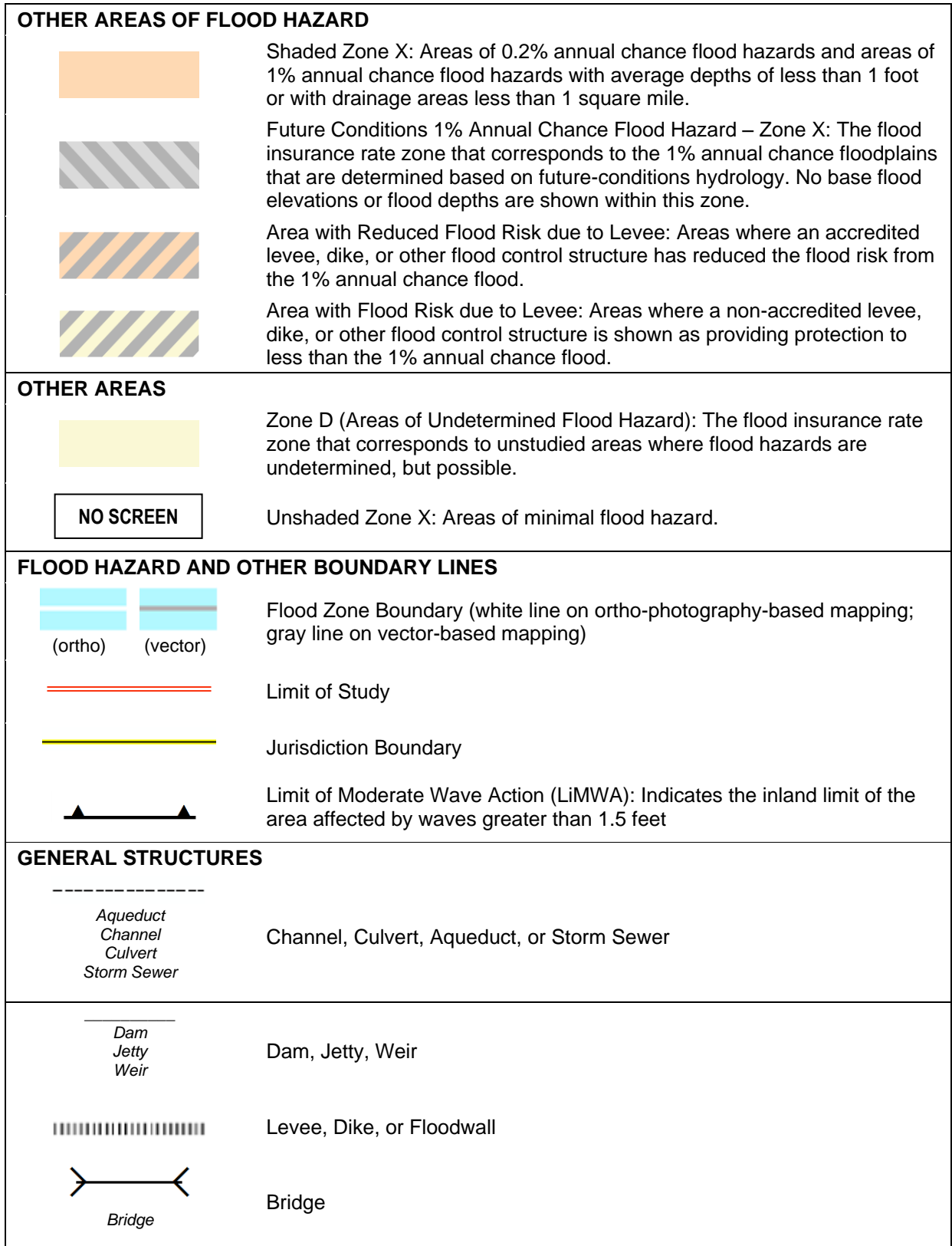


Figure 3: Map Legend for FIRM


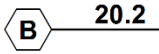
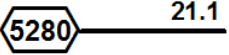
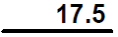
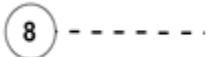










REFERENCE MARKERS	
	River mile Markers
CROSS SECTION & TRANSECT INFORMATION	
	Lettered Cross Section with Regulatory Water Surface Elevation (BFE)
	Numbered Cross Section with Regulatory Water Surface Elevation (BFE)
	Unlettered Cross Section with Regulatory Water Surface Elevation (BFE)
	Coastal Transect
	Profile Baseline: Indicates the modeled flow path of a stream and is shown on FIRM panels for all valid studies with profiles or otherwise established base flood elevation.
	Coastal Transect Baseline: Used in the coastal flood hazard model to represent the 0.0-foot elevation contour and the starting point for the transect and the measuring point for the coastal mapping.
	Base Flood Elevation Line
ZONE AE (EL 16)	Static Base Flood Elevation value (shown under zone label)
ZONE AO (DEPTH 2)	Zone designation with Depth
ZONE AO (DEPTH 2) (VEL 15 FPS)	Zone designation with Depth and Velocity
BASE MAP FEATURES	
	River, Stream or Other Hydrographic Feature
	Interstate Highway
	U.S. Highway
	State Highway
	County Highway
	Street, Road, Avenue Name, or Private Drive if shown on Flood Profile
	Railroad

Figure 3: Map Legend for FIRM

—————	Horizontal Reference Grid Line
—	Horizontal Reference Grid Ticks
+	Secondary Grid Crosshairs
Land Grant	Name of Land Grant
7	Section Number
R. 43 W. T. 22 N.	Range, Township Number
⁴² 76 ^{000m} E	Horizontal Reference Grid Coordinates (UTM)
365000 FT	Horizontal Reference Grid Coordinates (State Plane)
80° 16' 52.5"	Corner Coordinates (Latitude, Longitude)

SECTION 2.0 – FLOODPLAIN MANAGEMENT APPLICATIONS

2.1 Floodplain Boundaries

To provide a national standard without regional discrimination, the 1-percent-annual-chance (100-year) flood has been adopted by FEMA as the base flood for floodplain management purposes. The 0.2-percent-annual-chance (500-year) flood is employed to indicate additional areas of flood hazard in the community.

Each flooding source included in the project scope has been studied and mapped using professional engineering and mapping methodologies that were agreed upon by FEMA and Bastrop County as appropriate to the risk level. Flood risk is evaluated based on factors such as known flood hazards and projected impact on the built environment. Engineering analyses were performed for each studied flooding source to calculate its 1-percent-annual-chance flood elevations; elevations corresponding to other floods (e.g. 10-, 4-, 2-, 0.2-percent annual chance, etc.) may have also been computed for certain flooding sources. Engineering models and methods are described in detail in Section 5.0 of this FIS Report. The modeled elevations at cross sections were used to delineate the floodplain boundaries on the FIRM; between cross sections, the boundaries were interpolated using elevation data from various sources. More information on specific mapping methods is provided in Section 6.0 of this FIS Report.

Depending on the accuracy of available topographic data (Table 22), study methodologies employed (Section 5.0), and flood risk, certain flooding sources may be mapped to show both the 1-percent and 0.2-percent-annual-chance floodplain boundaries, regulatory water surface elevations (BFEs), and/or a regulatory floodway. Similarly, other flooding sources may be mapped to show only the 1-percent-annual-chance floodplain boundary on the FIRM, without published water surface elevations. In cases where the 1-percent and 0.2-percent-annual-chance floodplain boundaries are close together, only the 1-percent-annual-chance floodplain boundary is shown on the FIRM. Figure 3, “Map Legend for FIRM”, describes the flood zones that are used on the FIRMs to account for the varying levels of flood risk that exist along flooding sources within the project area. Table 2 and Table 3 indicate the flood zone designations for each flooding source and each community within Bastrop County, respectively.

Table 2, “Flooding Sources Included in this FIS Report,” lists each flooding source, including its study limits, affected communities, mapped zone on the FIRM, and the completion date of its engineering analysis from which the flood elevations on the FIRM and in the FIS Report were derived. Descriptions and dates for the latest hydrologic and hydraulic analyses of the flooding sources are shown in Table 12. Floodplain boundaries for these flooding sources are shown on the FIRM (published separately) using the symbology described in Figure 3. On the map, the 1-percent-annual-chance floodplain corresponds to the SFHAs. The 0.2-percent-annual-chance floodplain shows areas that, although out of the regulatory floodplain, are still subject to flood hazards.

Small areas within the floodplain boundaries may lie above the flood elevations but cannot be shown due to limitations of the map scale and/or lack of detailed topographic data. The procedures to remove these areas from the SFHA are described in Section 6.5 of this FIS Report.

Table 2: Flooding Sources Included in this FIS Report

Flooding Source	Community	Downstream Limit	Upstream Limit	HUC-8 Sub-Basin(s)	Length (mi) (streams or coastlines)	Floodway (Y/N)	Zone shown on FIRM	Date of Analysis
Cedar Creek	Bastrop County, Unincorporated Areas	Confluence with Colorado River	Bastrop / Caldwell County Line	12090301	36.9	Y	AE	2020
Cedar Creek Tributary 2	Bastrop County, Unincorporated Areas	Approximately 690 feet upstream of State Highway 71	Approximately 550 feet upstream of Steven F. Austin Boulevard	12090301	0.3	N	AE	*
Cedar Creek Zone A Tributaries	Bastrop County, Unincorporated Areas	Varies	Varies	12090301	21.8	N	A	2020
Colorado River	Bastrop, City of; Bastrop County, Unincorporated Areas; Smithville, City of	Bastrop / Fayette County Line	Bastrop / Travis County Line	12090301	61.0	Y	AE	2003
Diversion	Bastrop County, Unincorporated Areas; Smithville, City of	Confluence with Gazley Creek	Divergence from Willow Creek	12090301	1.3	N	A, AO	2020
Dry Creek East	Bastrop County, Unincorporated Areas	Confluence with Colorado River	Bastrop / Travis County Line	12090301	4.8	Y	AE	2013
Gazley Creek	Bastrop County, Unincorporated Areas; Smithville, City of	Confluence with Colorado River	Approximately 490 feet upstream of Railroad	12090301	1.6	N	AE	2020
Gills Branch	Bastrop, City of; Bastrop County, Unincorporated Area	Confluence with Colorado River	Approximately 200 feet upstream of State Highway 95	12090301	2.0	Y	AE, AO	2020
Greens Creek	Bastrop County, Unincorporated Areas	Confluence with Cedar Creek	Approximately 1,745 feet upstream of Lois Lane	12090301	6.7	N	AE	2020

Table 2: Flooding Sources Included in the FIS Report (continued)

Flooding Source	Community	Downstream Limit	Upstream Limit	HUC-8 Sub-Basin(s)	Length (mi) (streams or coastlines)	Floodway (Y/N)	Zone shown on FIRM	Date of Analysis
Long Branch	Bastrop County, Unincorporated Areas	Confluence with Cedar Creek	Approximately 1.4 miles upstream of South Earl Callahan Road	12090301	6.8	N	AE	2020
Lytton Springs Creek	Bastrop County, Unincorporated Areas	Confluence with Cedar Creek	Approximately 1.2 miles upstream of the confluence with Cedar Creek	12090301	1.2	N	AE	2020
Maha Creek	Bastrop County, Unincorporated Areas	Confluence with Cedar Creek	Bastrop / Caldwell County Line	12090301	10.9	N	AE	2020
Piney Creek	Bastrop County, Unincorporated Areas	Approximately 4,000 feet upstream of the confluence of Sandy Creek	Approximately 4.0 miles upstream of the confluence of Sandy Creek	12090301	3.3	N	AE	2004
Piney Creek North	Bastrop, City of; Bastrop County, Unincorporated Areas	Confluence with Colorado River	Approximately 1.0 miles upstream of State Highway 95	12090301	3.3	N	AE, AO	2020
Railroad	Bastrop, City of	Confluence with Gills Branch	Approximately 1,390 feet upstream of Farm Street	12090301	0.7	N	A	2020
Sandy Creek	Bastrop County, Unincorporated Areas	Approximately 1.6 miles upstream of the confluence with Piney Creek	Approximately 4.3 miles upstream of the confluence with Piney Creek	12090301	2.3	N	AE	2004
Unnamed Tributary to Colorado River	Bastrop County, Unincorporated Areas	Confluence with Colorado River	Approximately 1.9 miles upstream of the confluence with Colorado River	12090301	1.9	N	AE	*

Table 2: Flooding Sources Included in the FIS Report (continued)

Flooding Source	Community	Downstream Limit	Upstream Limit	HUC-8 Sub-Basin(s)	Length (mi) (streams or coastlines)	Floodway (Y/N)	Zone shown on FIRM	Date of Analysis
Walnut Creek and Zone A Tributaries	Bastrop County, Unincorporated Areas	Varies	Varies	12090301	83.8	N	A	2020
Willow Creek	Bastrop County, Unincorporated Areas; Smithville, City of	Confluence with Colorado River	Approximately 0.7 miles upstream of Bunte Road	12090301	6.9	N	AE	2020
ZONE A	Bastrop, City of; Bastrop County, Unincorporated Areas; Elgin, City of	All within Bastrop County	All within Bastrop County	12070102, 12070205, 12090301, 12100202	*	N	A	2004

*Data not available

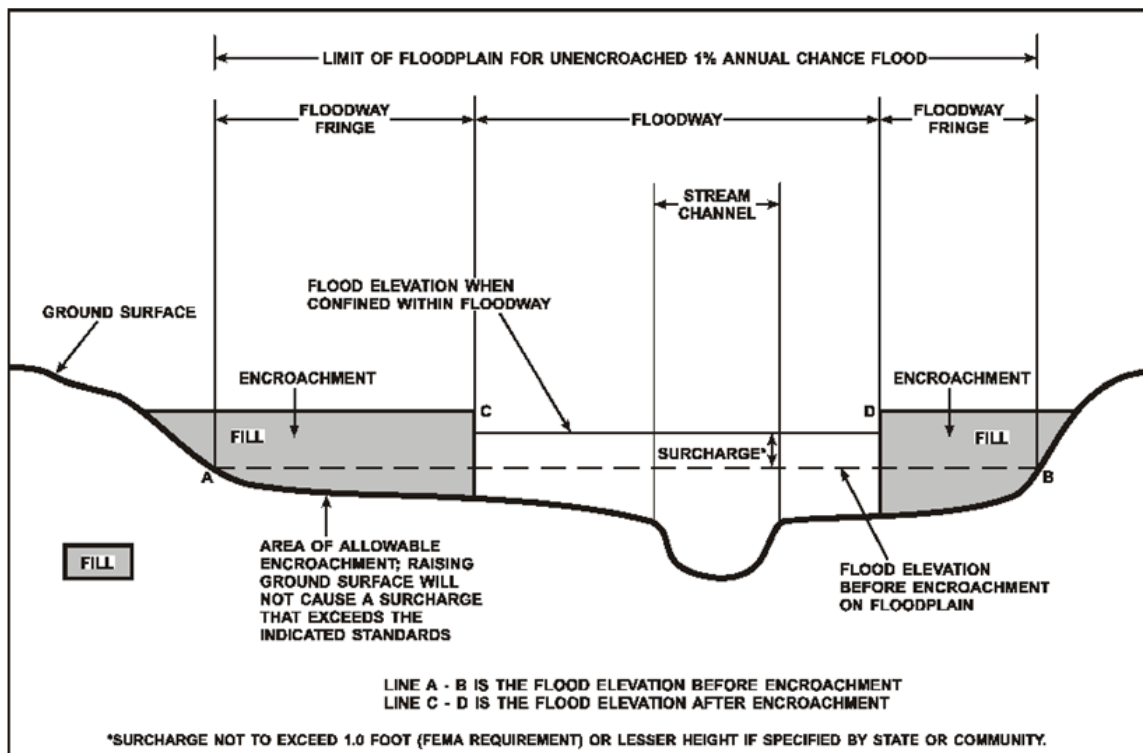
2.2 Floodways

Encroachment on floodplains, such as structures and fill, reduces flood-carrying capacity, increases flood heights and velocities, and increases flood hazards in areas beyond the encroachment itself. One aspect of floodplain management involves balancing the economic gain from floodplain development against the resulting increase in flood hazard.

For purposes of the NFIP, a floodway is used as a tool to assist local communities in balancing floodplain development against increasing flood hazard. With this approach, the area of the 1-percent-annual-chance floodplain on a river is divided into a floodway and a floodway fringe based on hydraulic modeling. The floodway is the channel of a stream, plus any adjacent floodplain areas, that must be kept free of encroachment in order to carry the 1-percent-annual-chance flood. The floodway fringe is the area between the floodway and the 1-percent-annual-chance floodplain boundaries where encroachment is permitted. The floodway must be wide enough so that the floodway fringe could be completely obstructed without increasing the water surface elevation of the 1-percent-annual-chance flood more than 1 foot at any point. Typical relationships between the floodway and the floodway fringe and their significance to floodplain development are shown in Figure 4.

To participate in the NFIP, Federal regulations require communities to limit increases caused by encroachment to 1.0 foot, provided that hazardous velocities are not produced. The floodways in this project are presented to local agencies as minimum standards that can be adopted directly or that can be used as a basis for additional floodway projects.

Figure 4: Floodway Schematic



Floodway widths presented in this FIS Report and on the FIRM were computed at cross sections. Between cross sections, the floodway boundaries were interpolated. For certain stream segments, floodways were adjusted so that the amount of floodwaters conveyed on each side of the floodplain would be reduced equally. The results of the floodway computations have been tabulated for selected cross sections and are shown in Table 23, "Floodway Data."

All floodways that were developed for this Flood Risk Project are shown on the FIRM using the symbology described in Figure 3. In cases where the floodway and 1-percent-annual-chance floodplain boundaries are either close together or collinear, only the floodway boundary has been shown on the FIRM. For information about the delineation of floodways on the FIRM, refer to Section 6.3.

2.3 Base Flood Elevations

The hydraulic characteristics of flooding sources were analyzed to provide estimates of the elevations of floods of the selected recurrence intervals. The BFE is the elevation of the 1-percent-annual-chance flood. These BFEs are most commonly rounded to the whole foot, as shown on the FIRM, but in certain circumstances or locations they may be rounded to 0.1 foot. Cross section lines shown on the FIRM may also be labeled with the BFE rounded to 0.1 foot. Whole-foot BFEs derived from engineering analyses that apply to coastal areas, areas of ponding, or other static areas with little elevation change may also be shown at selected intervals on the FIRM.

BFEs are primarily intended for flood insurance rating purposes. Cross sections with

BFEs shown on the FIRM correspond to the cross sections shown in the Floodway Data table and Flood Profiles in this FIS Report. For construction and/or floodplain management purposes, users are cautioned to use the flood elevation data presented in this FIS Report in conjunction with the data shown on the FIRM. For example, the user may use the FIRM to determine the stream station of a location of interest and then use the profile to determine the 1-percent annual chance elevation at that location. Because only selected cross sections may be shown on the FIRM for riverine areas, the profile should be used to obtain the flood elevation between mapped cross sections. Additionally, for riverine areas, whole-foot elevations shown on the FIRM may not exactly reflect the elevations derived from the hydraulic analyses; therefore, elevations obtained from the profile may more accurately reflect the results of the hydraulic analysis.

2.4 Non-Encroachment Zones

This section is not applicable to this Flood Risk Project.

2.5 Coastal Flood Hazard Areas

This section is not applicable to this Flood Risk Project.

2.5.1 Water Elevations and the Effects of Waves

This section is not applicable to this Flood Risk Project.

Figure 5: Wave Runup Transect Schematic

[Not Applicable to this Flood Risk Project]

2.5.2 Floodplain Boundaries and BFEs for Coastal Areas

This section is not applicable to this Flood Risk Project.

2.5.3 Coastal High Hazard Areas

This section is not applicable to this Flood Risk Project.

Figure 6: Coastal Transect Schematic

[Not Applicable to this Flood Risk Project]

2.5.4 Limit of Moderate Wave Action

This section is not applicable to this Flood Risk Project.

SECTION 3.0 – INSURANCE APPLICATIONS

3.1 National Flood Insurance Program Insurance Zones

For flood insurance applications, the FIRM designates flood insurance rate zones as

described in Figure 3, “Map Legend for FIRM.” Flood insurance zone designations are assigned to flooding sources based on the results of the hydraulic or coastal analyses. Insurance agents use the zones shown on the FIRM and depths and base flood elevations in this FIS Report in conjunction with information on structures and their contents to assign premium rates for flood insurance policies.

The 1-percent-annual-chance floodplain boundary corresponds to the boundary of the areas of special flood hazards (e.g. Zones A, AE, V, VE, etc.), and the 0.2-percent-annual-chance floodplain boundary corresponds to the boundary of areas of additional flood hazards.

Table 3 lists the flood insurance zones in Bastrop County.

Table 3: Flood Zone Designations by Community

Community	Flood Zone(s)
Bastrop, City of	A, AE, AO, X
Bastrop County, Unincorporated Areas	A, AE, AO, X
Elgin, City of	A, AE, X
Smithville, City of	A, AE, X

SECTION 4.0 – AREA STUDIED

4.1 Basin Description

Table 4 contains a description of the characteristics of the HUC-8 sub-basins within which each community falls. The table includes the main flooding sources within each basin, a brief description of the basin, and its drainage area.

Table 4: Basin Characteristics

HUC-8 Sub-Basin Name	HUC-8 Sub-Basin Number	Primary Flooding Source	Description of Affected Area	Drainage Area (square miles)
Lower Colorado-Cummins	12090301	Colorado River	Largest watershed within Bastrop County, encompassing the central portion of the county	2,196
Middle Guadalupe	12100202	Guadalupe River	Encompasses the southern corner of the county	2,138
San Gabriel	12070205	San Gabriel River	Located in the southeastern portion of the county	1,367
Yegua	12070102	Yegua Creek	A small portion is located in the northernmost portion of the county	1,321

4.2 Principal Flood Problems

Table 5 contains a description of the principal flood problems that have been noted for Bastrop County by flooding source.

Table 5: Principal Flood Problems

Flooding Source	Description of Flood Problems
Colorado River	The Colorado River can experience significant increases in stage. Some of the more significant storms on record include those of May 1975, June 1981, and October 1961. These were approximately 10-year, 10-year, and 20-year storms, respectively. These storms have all occurred since the construction of Lake Travis, approximately 80 river miles upstream, in the early 1940's. Lake Travis, Buchanan, and other reservoirs in the Highland Lake System provide a significant amount of flood protection for the Colorado River near the City of Bastrop. Prior to the construction of Lake Travis, extremely large floods were experienced in July 1869, June 1935, and December 1913. These events exceeded the stage of the October 1961 flood of 34.4 feet by 25.9 feet, 22.6 feet, and 18.9 feet, respectively. If events such as these were to occur today, without the upstream control provided by the Highland Lakes as discussed above, widespread flooding and property damage would result.
Gills Branch, Piney Creek North	The City of Bastrop can experience some local flooding due to these streams. However, due to the lack of gage records, no frequency information is available.

Table 6 contains information about historic flood elevations in the communities within Bastrop County.

Table 6: Historic Flooding Elevations

[Not Applicable to this Flood Risk Project]

4.3 Non-Levee Flood Protection Measures

Table 7 contains information about non-levee flood protection measures within Bastrop County such as dams, jetties, and or dikes. Levees are addressed in Section 4.4 of this FIS Report.

Table 7: Non-Levee Flood Protection Measures

[Not Applicable to this Flood Risk Project]

4.4 Levees

This section is not applicable to this Flood Risk Project.

Table 8: Levees

[Not Applicable to this Flood Risk Project]

SECTION 5.0 – ENGINEERING METHODS

For the flooding sources in the community, standard hydrologic and hydraulic study methods were used to determine the flood hazard data required for this study. Flood

events of a magnitude that are expected to be equaled or exceeded at least once on the average during any 10-, 25-, 50-, 100-, or 500-year period (recurrence interval) have been selected as having special significance for floodplain management and for flood insurance rates. These events, commonly termed the 10-, 25-, 50-, 100-, and 500-year floods, have a 10-, 4-, 2-, 1-, and 0.2-percent-annual-chance, respectively, of being equaled or exceeded during any year.

Although the recurrence interval represents the long-term, average period between floods of a specific magnitude, rare floods could occur at short intervals or even within the same year. The risk of experiencing a rare flood increases when periods greater than 1 year are considered. For example, the risk of having a flood that equals or exceeds the 100-year flood (1-percent chance of annual exceedance) during the term of a 30-year mortgage is approximately 26 percent (about 3 in 10); for any 90-year period, the risk increases to approximately 60 percent (6 in 10). The analyses reported herein reflect flooding potentials based on conditions existing in the community at the time of completion of this study. Maps and flood elevations will be amended periodically to reflect future changes.

In addition to these flood events, the “1-percent-plus”, or “1%+”, annual chance flood elevation has been modeled and included on the flood profile for certain flooding sources in this FIS Report. While not used for regulatory or insurance purposes, this flood event has been calculated to help illustrate the variability range that exists between the regulatory 1-percent-annual-chance flood elevation and a 1-percent-annual-chance elevation that has taken into account an additional amount of uncertainty in the flood discharges (thus, the 1% “plus”). For flooding sources whose discharges were estimated using regression equations, the 1%+ flood elevations are derived by taking the 1-percent-annual-chance flood discharges and increasing the modeled discharges by a percentage equal to the average predictive error for the regression equation. For flooding sources with gage- or rainfall-runoff-based discharge estimates, the upper 84-percent confidence limit of the discharges is used to compute the 1%+ flood elevations.

The engineering analyses described here incorporate the results of previously issued Letters of Map Change (LOMCs) listed in Table 26, “Incorporated Letters of Map Change”, which include Letters of Map Revision (LOMRs). For more information about LOMRs, refer to Section 6.5, “FIRM Revisions.”

5.1 Hydrologic Analyses

Hydrologic analyses were carried out to establish the peak elevation-frequency relationships for floods of the selected recurrence intervals for each flooding source studied. Hydrologic analyses are typically performed at the watershed level. Depending on factors such as watershed size and shape, land use and urbanization, and natural or man-made storage, various models or methodologies may be applied. A summary of the hydrologic methods applied to develop the discharges used in the hydraulic analyses for each stream is provided in Table 12. Greater detail (including assumptions, analysis, and results) is available in the archived project documentation.

A summary of the discharges is provided in Table 9. Frequency Discharge-Drainage Area Curves used to develop the hydrologic models may also be shown in Figure 7 for selected flooding sources. Stream gage information is provided in Table 11.

Table 9: Summary of Discharges

Flooding Source	Location	Drainage Area (Square Miles)	Peak Discharge (cfs)				
			10% Annual Chance	4% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Cedar Creek	Confluence with Colorado River	352.3	60,100	94,240	125,480	164,790	268,880
	Confluence with Walnut Creek	280.6	49,510	77,820	103,110	134,21	219,910
	Confluence with Long Branch	136.8	19,420	28,450	36,070	49,720	89,900
	FM 20	130.4	19,330	27,600	35,100	49,420	88,630
	Confluence with Greens Creek	112.6	17,390	24,920	33,720	48,030	83,800
	Confluence with Maha Creek	92.5	14,950	22,290	32,620	45,750	77,310
	FM 812	37.4	11,480	17,490	23,020	29,880	47,660
	Confluence with Lytton Springs Creek	25.9	11,390	15,960	20,090	25,520	38,570
	Caldwell Road	20.1	9,750	13,120	16,170	20,400	30,160
Cedar Creek Tributary 2	State Highway 71	2.12	1,467	*	2,382	2,776	2,797
Colorado River	Bastrop Gage (USGS Gage No. 08159200)	39,980	71,975	*	120,920	142,020	319,352
Dry Creek East	At confluence with Colorado River	55.7	11,200	14,100	15,900	19,200	28,900
	Just downstream of confluence of Moss Branch	54.9	11,200	14,100	15,800	19,000	28,600
	Approximately 700 feet upstream of confluence of Moss Branch	52.7	11,100	13,900	15,700	17,900	27,300
	Just downstream of confluence of Red Gully Creek	52.1	11,100	13,900	15,700	17,500	26,800
	Approximately 0.35 miles upstream of confluence of Red Gully Creek	45.3	10,800	13,500	15,100	16,800	20,700
	Approximately 0.59 miles downstream of Empedrado Lane	44.4	10,800	13,500	15,100	16,800	20,600
	Approximately 0.28 miles downstream of Empedrado Lane	44.1	10,800	13,500	15,100	16,800	20,600
	Approximately 385 feet downstream of Travis/Bastrop County Line	43.8	10,800	13,500	15,100	16,700	20,600

Table 9: Summary of Discharges (continued)

Flooding Source	Location	Drainage Area (Square Miles)	Peak Discharge (cfs)				
			10% Annual Chance	4% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Dry Creek East (continued)	Approximately 0.57 miles upstream of Tucker Hill Lane	43.0	12,900	17,400	20,500	23,500	20,600
Gazley Creek	Confluence with Colorado River	5.9	6,200	7,800	9,000	10,000	12,500
	Railroad	5.5	6,200	7,800	8,900	9,900	12,500
Gills Branch	Confluence with Colorado River	2.9	3,860	4,850	5,550	6,230	8,040
	State Highway 71 / State Highway 21	1.9	2,930	3,530	3,970	4,420	5,840
	State Loop 150 / Chestnut Street	1.5	1,486	1,698	1,862	2,021	2,463
	State Highway 95	1.0	1,960	2,400	2,720	3,040	3,950
Greens Creek	Confluence with Cedar Creek	4.9	4,150	6,730	8,790	10,700	14,920
	State Highway 21	4.4	4,150	6,600	8,260	9,920	13,700
	Clear Springs Lake	2.9	3,510	5,260	6,370	7,440	9,950
Long Branch	Confluence with Cedar Creek	5.6	4,960	6,670	7,730	9,220	13,470
	Texas Independent Trail / FM 20	4.6	4,470	5,890	6,930	8,400	11,990
	Earl Callahan Road	1.2	1,890	2,370	2,770	3,170	4,280
Lytton Springs Creek	Confluence with Cedar Creek	4.7	3,730	4,700	5,500	6,650	10,060
Maha Creek	Confluence with Cedar Creek	39.8	6,450	9,280	11,820	14,960	24,420
	State Highway 21	39.7	6,450	9,280	11,820	14,960	24,420
	Thousand Oaks Drive	38.1	6,370	9,140	11,730	14,860	24,360
	At Bastrop / Travis County Line	24.8	5,400	8,610	11,470	14,790	23,410
Piney Creek	Confluence of Sandy Creek	17.7	8,499	*	12,821	16,360	19,599
	Approximately 4.0 miles upstream of the confluence of Sandy Creek	3.0	8,078	*	12,078	15,388	18,297
Piney Creek North	Confluence with Colorado River	38.1	18,430	25,640	31,970	38,250	51,330
	State Highway 95	33.9	17,670	24,560	31,070	37,170	52,220
Sandy Creek	At the confluence with Piney Creek	39.9	20,650	*	30,916	39,539	46,887
	Approximately 4.0 miles upstream of the confluence with Piney Creek	31.7	15,091	*	22,906	29,365	35,207

Table 9: Summary of Discharges (continued)

Flooding Source	Location	Drainage Area (Square Miles)	Peak Discharge (cfs)				
			10% Annual Chance	4% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Unnamed Tributary to Colorado River	At confluence with Colorado River	0.94	315	*	795	1,180	1,675
	Approximately 500 feet upstream of FM 969	0.84	355	*	750	1,085	1,675
	Approximately 1.4 miles upstream of FM 969	0.42	250	*	450	610	840
Willow Creek	Loop Road	6.2	1,950	2,500	3,400	4,600	7,900
	State Highway 71	4.9	1,350	2,300	3,100	4,000	6,600

*Not calculated for this Flood Risk Project

Figure 7: Frequency Discharge-Drainage Area Curves

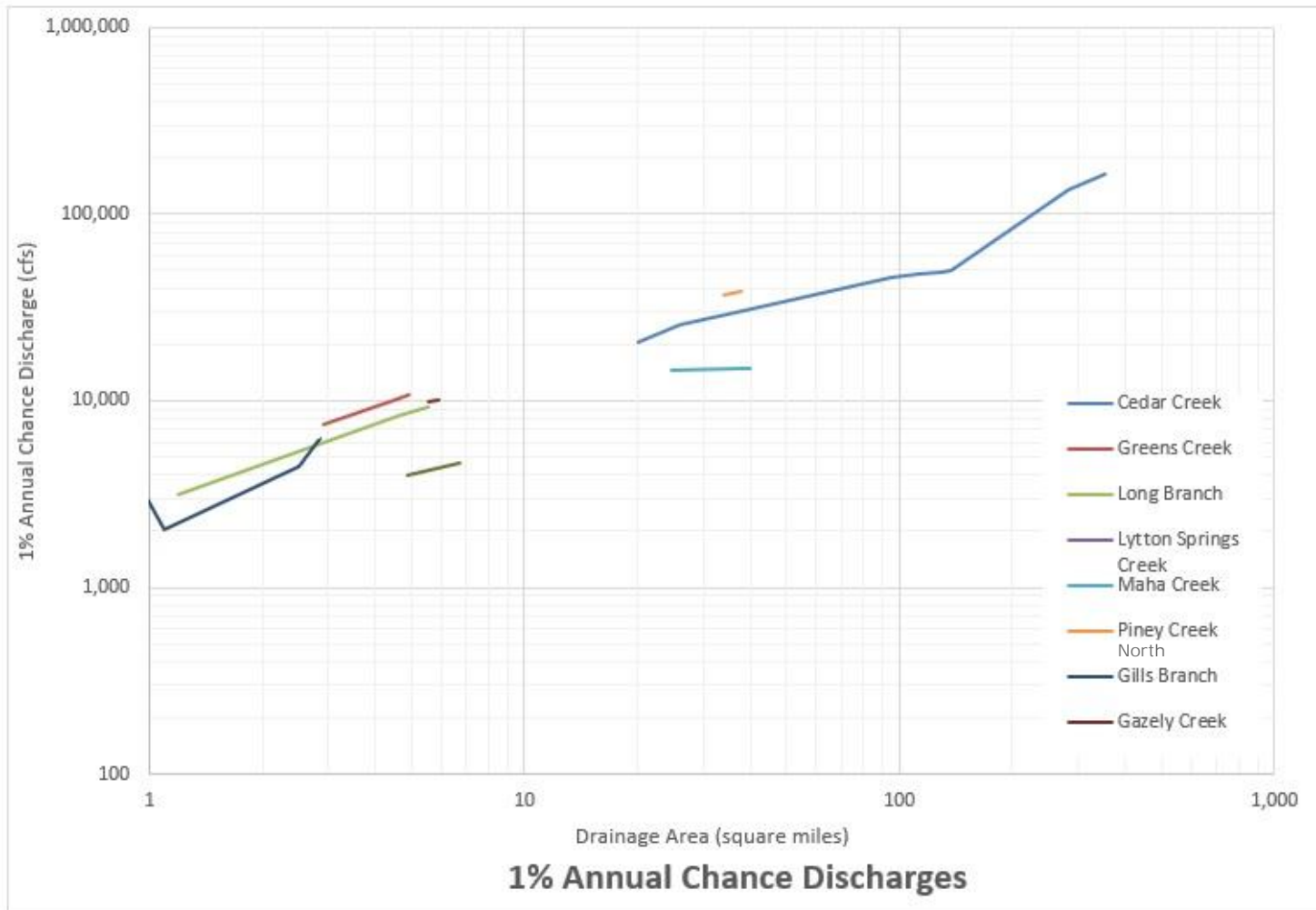


Table 10: Summary of Non-Coastal Stillwater Elevations**[Not Applicable to this Flood Risk Project]****Table 11: Stream Gage Information used to Determine Discharges**

Flooding Source	Gage Identifier	Agency that Maintains Gage	Site Name	Drainage Area (Square Miles)	Period of Record	
					From	To
Cedar Creek	5521	LCRA	Cedar Creek Below Bastrop	130	06/30/2000	04/10/2018

5.2 Hydraulic Analyses

Analyses of the hydraulic characteristics of flooding from the sources studied were carried out to provide estimates of the elevations of floods of the selected recurrence intervals. Base flood elevations on the FIRM represent the elevations shown on the Flood Profiles and in the Floodway Data tables in the FIS Report. Rounded whole-foot elevations may be shown on the FIRM in coastal areas, areas of ponding, and other areas with static base flood elevations. These whole-foot elevations may not exactly reflect the elevations derived from the hydraulic analyses. Flood elevations shown on the FIRM are primarily intended for flood insurance rating purposes. For construction and/or floodplain management purposes, users are cautioned to use the flood elevation data presented in this FIS Report in conjunction with the data shown on the FIRM. The hydraulic analyses for this FIS were based on unobstructed flow. The flood elevations shown on the profiles are thus considered valid only if hydraulic structures remain unobstructed, operate properly, and do not fail.

For streams for which hydraulic analyses were based on cross sections, locations of selected cross sections are shown on the Flood Profiles (Exhibit 1). For stream segments for which a floodway was computed (Section 6.3), selected cross sections are also listed in Table 23, "Floodway Data."

A summary of the methods used in hydraulic analyses performed for this project is provided in Table 12. Roughness coefficients are provided in Table 13. Roughness coefficients are values representing the frictional resistance water experiences when passing overland or through a channel. They are used in the calculations to determine water surface elevations. Greater detail (including assumptions, analysis, and results) is available in the archived project documentation.

Table 12: Summary of Hydrologic and Hydraulic Analyses

Flooding Source	Study Limits Downstream Limit	Study Limits Upstream Limit	Hydrologic Model or Method Used	Hydraulic Model or Method Used	Date Analyses Completed	Flood Zone on FIRM	Special Considerations
Cedar Creek	Confluence with Colorado River	Bastrop / Caldwell County Line	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE w/ Floodway	Lateral structure used to represent overflow from Cedar Creek which will continue to Colorado River
Cedar Creek Tributary 2	Approximately 690 feet upstream of State Highway 71	Approximately 550 feet upstream of Steven F. Austin Boulevard	HEC-HMS 4.0	HEC-RAS 4.1.0	*	AE	Studied as part of LOMR 16-06-1114P
Cedar Creek Zone A Tributaries	Varies	Varies	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	A	
Colorado River	Bastrop / Fayette County Line	Bastrop / Travis County Line	HEC-HMS 2.0	HEC-RAS 3.1	08/2013	AE w/ Floodway	The peak discharges were developed by a flood frequency analysis of the annual peak floods for the stream flow data recorded over a 70-year period of record. Cross section data was taken from 2-foot contour interval topographic maps of Bastrop County and 1-foot-contour interval topographic maps for the City of Bastrop. The mapping was supplemented with field surveys conducted in the summer of 2001 as a part of the Lower Colorado River Basin-wide study as well as the Texas Department of Transportation roadway and bridge construction plans.
Diversion	Confluence with Gazley Creek	Divergence from Willow Creek	HEC-HMS 3.5	HEC-RAS 4.1.0	03/31/2020	A, AO	Represents the overflow from Willow Creek which is conveyed to Gazley Creek
Dry Creek East	Confluence with Colorado River	Bastrop / Travis County Line	HEC-RAS 3.1.3	Aerially Reduced Peak Discharges	03/31/2020	AE w/ Floodway	Flow data was based on aerially reduced peak discharges. Peak Discharges at key locations along the study streams were placed approximately one-half to one-third upstream of the reach between the key flow break locations.
Gazley Creek	Confluence with Colorado River	Approximately 490 feet upstream of Railroad	HEC-HMS 3.5	HEC-RAS 4.1.0	03/31/2020	AE	

Table 12: Summary of Hydrologic and Hydraulic Analyses (continued)

Flooding Source	Study Limits Downstream Limit	Study Limits Upstream Limit	Hydrologic Model or Method Used	Hydraulic Model or Method Used	Date Analyses Completed	Flood Zone on FIRM	Special Considerations
Gills Branch	Confluence with Colorado River	Approximately 200 feet upstream of State Highway 95	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE w/ Floodway, AO	Lateral structure used to represent shallow overflow from Gills Branch to the Railroad tributary.
Greens Creek	Confluence with Cedar Creek	Approximately 1,745 feet upstream of Lois Lane	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE	
Long Branch	Confluence with Cedar Creek	Approximately 1.4 miles upstream of South Earl Callahan Road	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE	
Lytton Springs Creek	Confluence with Cedar Creek	Approximately 1.2 miles upstream of the confluence with Cedar Creek	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE	
Maha Creek	Confluence with Cedar Creek	Bastrop / Caldwell County Line	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE	
Piney Creek	Approximately 4,000 feet upstream of the confluence of Sandy Creek	Approximately 4.0 miles upstream of the confluence of Sandy Creek	Regional Regression Equations	HEC-RAS 3.0	08/03/2004	AE	
Piney Creek North	Confluence with Colorado River	Approximately 1.0 miles upstream of State Highway 95	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE, AO	Lateral structure used to represent shallow overflow near Pecan Street, re-entering Piney Creek near Juniper Street.
Railroad	Confluence with Gills Branch	Approximately 1,390 feet upstream of Farm Street	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	A	
Sandy Creek	Approximately 1.6 miles upstream of the confluence with Piney Creek	Approximately 4.3 miles upstream of the confluence with Piney Creek	Regional Regression Equations	HEC-RAS 3.0	08/03/2004	AE	

Table 12: Summary of Hydrologic and Hydraulic Analyses (continued)

Flooding Source	Study Limits Downstream Limit	Study Limits Upstream Limit	Hydrologic Model or Method Used	Hydraulic Model or Method Used	Date Analyses Completed	Flood Zone on FIRM	Special Considerations
Unnamed Tributary to Colorado River	Confluence with Colorado River	Approximately 1.9 miles upstream of the confluence with Colorado River	HEC-HMS 3.5	HEC-RAS 4.1.0	*	AE	Studied as part of LOMR 14-06-0986P
Walnut Creek and Zone A Tributaries	Varies	Varies	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	A	
Willow Creek	Confluence with Colorado River	Approximately 0.7 miles upstream of Bunte Road	HEC-HMS 3.5	HEC-RAS 4.1.0	03/31/2020	AE	
Zone A	All within Bastrop County	All within Bastrop County	Regional Regression Equations	HEC-RAS 3.0	08/03/2004	A	

*Data not available

Table 13: Roughness Coefficients

Flooding Source	Channel “n”	Overbank “n”
Cedar Creek	0.030-0.075	0.040-0.100
Cedar Creek Tributary 2	*	*
Cedar Creek Zone A Tributaries	0.030-0.075	0.040-0.100
Colorado River	0.030-0.046	0.040-0.100
Diversion	0.040-0.045	0.030-0.120
Dry Creek East	0.050-0.070	0.040-0.150
Gazley Creek	0.050-0.065	0.030-0.120
Gills Branch	0.015-0.070	0.030-0.120
Greens Creek	0.030-0.075	0.040-0.100
Long Branch	0.030-0.075	0.040-0.100
Lytton Springs Creek	0.030-0.075	0.040-0.100
Maha Creek	0.030-0.075	0.040-0.100
Piney Creek	0.030-0.060	0.070-1.000
Piney Creek North	0.050-0.060	0.060-0.120
Railroad	0.060	0.030-0.120
Sandy Creek	0.030-0.060	0.070-1.000
Unnamed Tributary to Colorado River	*	*
Walnut Creek and Zone A Tributaries	0.050-0.055	0.040-0.100
Willow Creek	0.015-0.065	0.015-0.120
Zone A (2004)	0.030-0.060	0.070-1.000

*Data not available

5.3 Coastal Analyses

This section is not applicable to this Flood Risk Project.

Table 14: Summary of Coastal Analyses

[Not Applicable to this Flood Risk Project]

5.3.1 Total Stillwater Elevations

This section is not applicable to this Flood Risk Project.

Figure 8: 1% Annual Chance Total Stillwater Elevations for Coastal Areas

[Not Applicable to this Flood Risk Project]

Table 15: Tide Gage Analysis Specifics

[Not Applicable to this Flood Risk Project]

5.3.2 Waves

This section is not applicable to this Flood Risk Project.

5.3.3 Coastal Erosion

This section is not applicable to this Flood Risk Project.

5.3.4 Wave Hazard Analyses

This section is not applicable to this Flood Risk Project.

Table 16: Coastal Transect Parameters

[Not Applicable to this Flood Risk Project]

Figure 9: Transect Location Map

[Not Applicable to this Flood Risk Project]

5.4 Alluvial Fan Analyses

This section is not applicable to this Flood Risk Project.

Table 17: Summary of Alluvial Fan Analyses

[Not Applicable to this Flood Risk Project]

Table 18: Results of Alluvial Fan Analyses

[Not Applicable to this Flood Risk Project]

SECTION 6.0 – MAPPING METHODS

6.1 Vertical and Horizontal Control

All FIS Reports and FIRMs are referenced to a specific vertical datum. The vertical datum provides a starting point against which flood, ground, and structure elevations can be referenced and compared. Until recently, the standard vertical datum used for newly created or revised FIS Reports and FIRMs was the National Geodetic Vertical Datum of 1929 (NGVD29). With the completion of the North American Vertical Datum of 1988 (NAVD88), many FIS Reports and FIRMs are now prepared using NAVD88 as the referenced vertical datum.

Flood elevations shown in this FIS Report and on the FIRMs are referenced to NAVD88. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between NGVD29 and NAVD88 or other datum conversion, visit the National Geodetic Survey website at www.ngs.noaa.gov.

Temporary vertical monuments are often established during the preparation of a flood hazard analysis for the purpose of establishing local vertical control. Although these monuments are not shown on the FIRM, they may be found in the archived project documentation associated with the FIS Report and the FIRMs for this community. Interested individuals may contact FEMA to access these data.

To obtain current elevation, description, and/or location information for benchmarks in the area, please visit the NGS website at www.ngs.noaa.gov.

A countywide conversion factor from NGVD29 to NAVD88 in Bastrop County is +0.2 feet (FEMA 2006).

Table 19: Countywide Vertical Datum Conversion

[Not Applicable to this Flood Risk Project]

Table 20: Stream-Based Vertical Datum Conversion

[Not Applicable to this Flood Risk Project]

6.2 Base Map

The FIRMs and FIS Report for this project have been produced in a digital format. The flood hazard information was converted to a Geographic Information System (GIS) format that meets FEMA's FIRM Database specifications and geographic information standards. This information is provided in a digital format so that it can be incorporated into a local GIS and be accessed more easily by the community. The FIRM Database includes most of the tabular information contained in the FIS Report in such a way that the data can be associated with pertinent spatial features. For example, the information contained in the Floodway Data table and Flood Profiles can be linked to the cross sections that are shown on the FIRMs. Additional information about the FIRM Database and its contents can be found in FEMA's *Guidelines and Standards for Flood Risk Analysis and Mapping*, www.fema.gov/flood-maps/guidance-partners/guidelines-standards.

Base map information shown on the FIRM was derived from the sources described in Table 21.

Table 21: Base Map Sources

Data Type	Data Provider	Data Date	Data Scale	Data Description
Base data from the 2006 and 2016 FIS Report and County boundary	Texas Department of Transportation	*	*	County boundary; municipal boundaries; state parks; roads; railroads; and streams, rivers, and lakes derived from NHD. The County boundary is also used for the TBD FIS Report.
Political boundaries	Texas Department of Transportation	2020	1:12,000	Municipal boundaries
State Park boundaries	Texas Parks and Wildlife Department	2016	1:12,000	State Park boundaries
Transportation Features	Texas Department of Transportation	2020	1:12,000	Roads
Transportation Features	Texas Department of Transportation	2016	1:12,000	Railroads

Table 21: Base Map Sources (continued)

Data Type	Data Provider	Data Date	Data Scale	Data Description
Surface Water Features	U.S. Geological Survey	2020	1:12,000	Streams, rivers, and lakes derived from NHD

*Data not available

6.3 Floodplain and Floodway Delineation

The FIRM shows tints, screens, and symbols to indicate floodplains and floodways as well as the locations of selected cross sections used in the hydraulic analyses and floodway computations.

For riverine flooding sources, the mapped floodplain boundaries shown on the FIRM have been delineated using the flood elevations determined at each cross section; between cross sections, the boundaries were interpolated using the topographic elevation data described in Table 22.

In cases where the 1-percent and 0.2-percent-annual-chance floodplain boundaries are close together, only the 1-percent-annual-chance floodplain boundary has been shown. Small areas within the floodplain boundaries may lie above the flood elevations but cannot be shown due to limitations of the map scale and/or lack of detailed topographic data.

The floodway widths presented in this FIS Report and on the FIRM were computed for certain stream segments on the basis of equal conveyance reduction from each side of the floodplain. Floodway widths were computed at cross sections. Between cross sections, the floodway boundaries were interpolated. Table 2 indicates the flooding sources for which floodways have been determined. The results of the floodway computations for those flooding sources have been tabulated for selected cross sections and are shown in Table 23, "Floodway Data."

Table 22: Summary of Topographic Elevation Data used in Mapping

Community	Flooding Source	Source for Topographic Elevation Data			
		Description	Vertical Accuracy	Horizontal Accuracy	Citation
Bastrop, City of; Bastrop County, Unincorporated Areas; Smithville, City of	All sources studied for the TBD FIS Report	Light Detection and Ranging Data (LiDAR)	10 cm RMSEz	1 meter at 95% confidence level	TNRIS 2017
Bastrop, City of; Bastrop County, Unincorporated Areas; Elgin, City of	Piney Creek, Sandy Creek, Zone A	Topographic Maps with 10-foot contour interval	*	*	FEMA 2006

Table 22: Summary of Topographic Elevation Data used in Mapping (continued)

Community	Flooding Source	Source for Topographic Elevation Data			
		Description	Vertical Accuracy	Horizontal Accuracy	Citation
Bastrop County, Unincorporated Areas	Dry Creek East	Light Detection and Ranging Data (LiDAR)	*	*	Sanborn 2003
Bastrop, City of; Bastrop County, Unincorporated Areas; Smithville, City of	Colorado River	Topographic Maps with 2-foot and 1-foot contour intervals and 30-meter Digital Elevation Model (DEM)	*	*	Halff 2002

*Data not available

BFEs shown at cross sections on the FIRM represent the 1-percent-annual-chance water surface elevations shown on the Flood Profiles and in the Floodway Data tables in the FIS Report.

Table 23: Floodway Data

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
AD	109,806	2,129	19,011	2.4	414.0	414.0	414.0	0.0
AE	113,415	1,120	14,444	3.2	417.1	417.1	417.3	0.2
AF	117,011	1,400	13,378	3.4	419.9	419.9	420.8	1.0
AG	119,195	1,900	16,605	2.1	421.9	421.9	422.8	0.8
AH	121,663	1,745	11,325	3.0	424.1	424.1	424.6	0.5
AI	125,159	2,053	19,860	1.7	425.6	425.6	426.4	0.8
AJ	127,637	1,568	11,606	2.9	426.4	426.4	427.3	1.0
AK	130,684	1,397	12,073	2.8	429.2	429.2	430.2	1.0
AL	132,848	720	6,649	5.0	431.8	431.8	432.4	0.6
AM	136,654	809	7,869	4.2	437.2	437.2	438.1	0.9
AN	139,763	1,485	16,181	2.0	441.7	441.7	442.5	0.9
AO	143,248	1,551	13,549	2.3	443.4	443.4	444.1	0.8
AP	146,554	1,525	11,389	2.8	445.3	445.3	446.0	0.8
AQ	149,581	1,910	14,537	2.2	447.3	447.3	448.0	0.7
AR	152,008	1,900	11,610	2.7	449.1	449.1	449.8	0.7
AS	154,582	2,364	12,208	2.5	453.3	453.3	453.5	0.1

¹ Feet above confluence with Colorado River

TABLE 23	FEDERAL EMERGENCY MANAGEMENT AGENCY	FLOODWAY DATA
	BASTROP COUNTY, TEXAS	
	AND INCORPORATED AREAS	FLOODING SOURCE: CEDAR CREEK

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
A	1,085,903	1,679	33,099	4.38	297.7	297.7	398.2	0.5
B	1,087,867	2,098	40,747	3.55	298.5	298.5	299.0	0.5
C	1,091,987	1,304	36,949	3.92	299.4	299.4	300.0	0.6
D	1,097,080	2,600	54,564	2.65	300.4	300.4	301.2	0.8
E	1,101,892	2,500	52,867	2.74	301.1	301.1	301.9	0.8
F	1,106,195	5,900	96,112	1.51	301.6	301.6	302.4	0.9
G	1,110,142	6,300	73,119	1.98	301.9	301.9	302.8	0.9
H	1,115,026	1,600	35,142	4.15	302.9	302.9	303.8	0.8
I	1,117,254	2,500	37,910	3.86	303.8	303.8	304.6	1.0
J	1,118,198	1,175	26,744	5.47	304.1	304.1	305.1	1.0
K	1,118,345	1,175	26,992	5.43	304.2	304.2	305.2	0.8
L	1,119,744	925	21,899	6.69	304.6	304.6	305.4	0.9
M	1,120,708	840	21,494	6.83	305.2	305.2	306.1	0.9
N	1,121,886	750	20,423	7.20	305.9	305.9	306.8	0.9
O	1,123,511	1,060	29,466	5.00	307.4	307.4	308.3	0.8
P	1,127,754	2,380	45,287	3.25	309.0	309.0	309.8	0.8
Q	1,130,204	2,800	51,755	2.85	309.5	309.5	310.3	0.8
R	1,133,016	2,010	39,221	3.76	310.0	310.0	310.9	0.9
S	1,135,961	1,772	40,768	3.62	310.7	310.7	311.7	1.0
T	1,138,769	1,505	23,578	6.26	311.4	311.4	312.3	0.9
U	1,143,510	3,833	51,525	2.87	313.9	313.9	314.7	0.8
V	1,146,181	5,310	65,537	2.26	314.6	314.6	315.3	0.7
W	1,148,519	3,712	44,578	3.32	314.9	314.9	315.6	0.7
X	1,151,455	5,442	61,682	2.40	315.5	315.5	316.4	0.9
Y	1,154,267	6,275	57,531	2.58	316.3	316.3	317.2	0.9
Z	1,158,495	5,800	79,859	1.87	317.3	317.3	318.3	1.0

¹ Feet above mouth

TABLE 23	FEDERAL EMERGENCY MANAGEMENT AGENCY BASTROP COUNTY, TEXAS AND INCORPORATED AREAS	FLOODWAY DATA FLOODING SOURCE: COLORADO RIVER
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LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
AA	1,162,642	3,160	43,754	3.42	318.1	318.1	319.1	1.0
AB	1,167,120	3,739	53,262	2.83	319.4	319.4	320.4	1.0
AC	1,171,513	3,755	39,383	3.83	320.6	320.6	321.4	0.8
AD	1,176,755	4,550	72,538	2.09	322.1	322.1	322.9	0.8
AE	1,178,498	5,450	80,945	1.87	322.3	322.3	323.1	0.8
AF	1,181,045	5,400	75,519	2.01	322.5	322.5	323.4	0.9
AG	1,184,092	4,600	53,638	2.83	322.9	322.9	323.9	1.0
AH	1,186,865	4,310	49,004	3.11	323.6	323.6	324.7	1.1
AI	1,190,104	3,313	31,859	4.80	325.0	325.0	325.9	0.9
AJ	1,196,209	1,560	23,189	6.08	329.1	329.1	329.7	0.6
AK	1,203,862	646	22,116	6.38	333.4	333.4	334.1	0.7
AL	1,206,494	1,197	24,824	5.68	334.2	334.2	335.0	0.8
AM	1,211,260	1,124	31,796	4.44	336.4	336.4	337.1	0.7
AN	1,215,066	1,080	25,045	5.64	337.6	337.6	338.2	0.6
AO	1,219,159	818	25,750	5.49	339.4	339.4	339.9	0.5
AP	1,223,050	753	23,256	6.08	340.7	340.7	341.2	0.5
AQ	1,226,009	648	20,706	6.83	342.0	342.0	342.5	0.5
AR	1,227,473	898	23,341	6.06	342.6	342.6	343.2	0.6
AS	1,231,270	1,277	31,365	4.51	344.6	344.6	345.5	0.9
AT	1,234,977	618	19,910	7.11	345.6	345.6	346.4	0.8
AU	1,237,587	485	18,456	7.68	346.9	346.9	347.5	0.6
AV	1,240,160	612	20,708	6.84	347.8	347.8	348.5	0.7
AW	1,243,184	1,375	32,779	4.32	349.0	349.0	349.7	0.7
AX	1,246,200	1,336	34,501	4.11	349.6	349.6	350.2	0.6
AY	1,250,254	927	23,080	6.15	350.5	350.5	351.1	0.6
AZ	1,253,746	1,064	26,572	3.08	352.3	352.3	352.7	0.4

¹ Feet above mouth

TABLE 23	FEDERAL EMERGENCY MANAGEMENT AGENCY BASTROP COUNTY, TEXAS AND INCORPORATED AREAS	FLOODWAY DATA FLOODING SOURCE: COLORADO RIVER

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
BA	1,254,380	923	25,824	3.17	352.3	352.3	352.8	0.5
BB	1,254,927	984	26,218	3.12	352.4	352.4	352.9	0.5
BC	1,256,293	1,172	29,545	2.77	352.6	352.6	353.1	0.5
BD	1,256,462	1,083	29,658	2.76	352.6	352.6	353.1	0.5
BE	1,256,595	1,070	28,885	2.84	352.7	352.7	353.2	0.5
BF	1,259,200	1,720	51,553	1.70	353.0	353.0	353.4	0.4
BG	1,263,864	1,180	24,318	3.60	353.2	353.2	353.6	0.4
BH	1,267,038	860	23,264	3.76	353.6	353.6	353.9	0.3
BI	1,270,548	910	25,321	3.45	354.0	354.0	354.2	0.2
BJ	1,272,597	1,250	36,869	2.59	354.3	354.3	354.5	0.2
BK	1,275,058	715	18,649	5.11	354.4	354.4	354.6	0.2
BL	1,277,251	700	20,152	4.92	354.7	354.7	354.9	0.2
BM	1,282,305	1,615	23,965	5.71	355.5	355.5	356.1	0.6
BN	1,290,762	1,025	25,148	5.43	357.3	357.3	358.3	1.0
BO	1,295,024	645	18,482	7.38	358.4	358.4	359.3	0.9
BP	1,297,534	910	17,285	7.89	358.8	358.8	359.7	0.9
BQ	1,301,763	2,255	24,402	5.35	361.1	361.1	362.1	1.0
BR	1,304,422	965	20,183	6.47	361.6	361.6	362.6	1.0
BS	1,309,137	500	15,203	8.58	362.7	362.7	363.7	1.0
BT	1,311,372	675	18,675	6.99	363.8	363.8	364.8	1.0
BU	1,317,217	520	15,267	8.55	365.4	365.4	366.4	1.0
BV	1,321,274	6,050	47,265	2.36	367.6	367.6	368.6	1.0
BW	1,325,899	6,000	60,485	1.84	368.2	368.2	369.1	0.9
BX	1,328,438	5,950	49,640	2.24	368.3	368.3	369.2	0.9
BY	1,333,143	3,300	41,060	2.71	368.9	368.9	369.8	0.9
BZ	1,335,504	1,746	16,839	6.62	368.9	368.9	369.8	0.9

¹ Feet above mouth

TABLE 23	FEDERAL EMERGENCY MANAGEMENT AGENCY BASTROP COUNTY, TEXAS AND INCORPORATED AREAS	FLOODWAY DATA FLOODING SOURCE: COLORADO RIVER

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
CA	1,336,204	1,870	21,075	5.29	369.2	369.2	370.1	0.9
CB	1,337,188	2,075	22,355	5.00	369.6	369.6	370.5	0.9
CC	1,343,300	1,359	15,674	7.19	371.5	371.5	372.3	0.8
CD	1,346,839	705	18,876	6.01	373.7	373.7	374.6	0.9
CE	1,350,669	460	13,782	8.25	375.0	375.0	375.8	0.8
CF	1,352,843	695	19,165	5.94	375.9	375.9	376.8	0.9
CG	1,355,282	530	15,457	7.37	376.5	376.5	377.4	0.9
CH	1,357,639	740	19,315	5.90	377.3	377.3	378.2	0.9
CI	1,358,984	715	16,923	6.73	377.7	377.7	378.5	0.8
CJ	1,360,952	605	15,617	7.30	378.2	378.2	379.1	0.9
CK	1,362,079	640	16,244	7.02	378.9	378.9	379.8	0.9
CL	1,365,260	610	16,847	6.77	379.8	379.8	380.6	0.8
CM	1,367,983	785	16,894	6.75	381.1	381.1	382.0	0.9
CN	1,371,605	555	16,555	6.89	382.3	382.3	383.2	0.9
CO	1,374,089	550	13,548	8.42	382.7	382.7	383.7	1.0
CP	1,375,883	620	16,050	7.11	383.5	383.5	384.4	0.9
CQ	1,379,366	995	20,052	5.69	385.0	385.0	385.9	0.9
CR	1,381,622	1,368	15,150	7.53	385.3	385.3	386.2	0.9
CS	1,383,693	1,110	17,992	6.34	385.9	385.9	386.8	0.9
CT	1,386,708	1,243	19,181	5.95	386.9	386.9	387.9	1.0
CU	1,389,663	4,805	67,999	1.68	388.0	388.0	388.9	0.9
CV	1,393,376	4,980	69,757	1.57	388.2	388.2	389.1	0.9
CW	1,396,157	3,270	26,521	4.15	388.4	388.4	389.3	0.9
CX	1,399,205	2,786	25,943	4.26	389.3	389.3	390.1	0.8
CY	1,400,662	1,761	22,350	4.97	389.7	389.7	390.6	0.9
CZ	1,407,078	2,935	54,369	2.06	391.1	391.1	392.0	0.9

¹ Feet above mouth

TABLE 23	FEDERAL EMERGENCY MANAGEMENT AGENCY BASTROP COUNTY, TEXAS AND INCORPORATED AREAS	FLOODWAY DATA FLOODING SOURCE: COLORADO RIVER

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
A	11,556	340	5,266	3.3	396.8	396.8	397.6	0.8
B	15,679	275	4,042	4.2	400.2	400.2	401.1	0.9
C	20,325	290	2,702	6.2	402.1	402.1	403.1	1.0

¹ Feet above confluence with Colorado River

TABLE 23	FEDERAL EMERGENCY MANAGEMENT AGENCY BASTROP COUNTY, TEXAS AND INCORPORATED AREAS	FLOODWAY DATA FLOODING SOURCE: DRY CREEK EAST
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LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
A	750	112	746	5.2	352.0	327.4 ²	327.5	0.1
B	1,550	53	427	9.1	352.0	331.9 ²	331.9	0.0
C	2,888	293	1,099	3.5	352.0	342.3 ²	342.3	0.0
D	3,274	284	34	5.3	352.0	344.4 ²	344.4	0.0
E	3,573	474	1,100	3.5	352.0	346.9 ²	346.9	0.0
F	3,888	50	285	13.6	352.0	349.4 ²	349.4	0.0
G	4,550	53	290	13.4	353.7	353.7	353.7	0.0
H	5,311	113	998	4.4	361.2	361.2	361.2	0.0
I	6,313	244	803	3.9	363.2	363.2	364.2	1.0
J	7,213	165	604	4.0	369.6	369.6	370.1	0.5
K	7,629	65	561	3.6	372.4	372.4	373.4	1.0
L	8,105	148	461	4.7	373.9	373.9	374.8	0.9
M	8,632	105	610	3.9	377.8	377.8	378.8	1.0
N	9,424	133	590	4.4	382.5	382.5	383.3	0.8
O	10,128	96	523	5.8	387.5	387.5	388.2	0.7
P	10,572	108	737	4.1	391.7	391.7	392.4	0.7

¹ Feet above confluence with Colorado River

² Elevation computed without consideration of backwater effects from Colorado River

TABLE 23

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TEXAS
 AND INCORPORATED AREAS

FLOODWAY DATA

FLOODING SOURCE: GILLS BRANCH

Table 24: Flood Hazard and Non-Encroachment Data for Selected Streams**[Not Applicable to this Flood Risk Project]****6.4 Coastal Flood Hazard Mapping**

This section is not applicable to this Flood Risk Project.

Table 25: Summary of Coastal Transect Mapping Considerations**[Not Applicable to this Flood Risk Project]****6.5 FIRM Revisions**

This FIS Report and the FIRM are based on the most up-to-date information available to FEMA at the time of its publication; however, flood hazard conditions change over time. Communities or private parties may request flood map revisions at any time. Certain types of requests require submission of supporting data. FEMA may also initiate a revision. Revisions may take several forms, including Letters of Map Amendment (LOMAs), Letters of Map Revision Based on Fill (LOMR-Fs), Letters of Map Revision (LOMRs) (referred to collectively as Letters of Map Change (LOMCs)), Physical Map Revisions (PMRs), and FEMA-contracted restudies. These types of revisions are further described below. Some of these types of revisions do not result in the republishing of the FIS Report. To assure that any user is aware of all revisions, it is advisable to contact the community repository of flood-hazard data (shown in Table 30, “Map Repositories”).

6.5.1 Letters of Map Amendment

A LOMA is an official revision by letter to an effective NFIP map. A LOMA results from an administrative process that involves the review of scientific or technical data submitted by the owner or lessee of property who believes the property has incorrectly been included in a designated SFHA. A LOMA amends the currently effective FEMA map and establishes that a specific property is not located in a SFHA.

To obtain an application for a LOMA, visit www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms and download the form “MT-1 Application Forms and Instructions for Conditional and Final Letters of Map Amendment and Letters of Map Revision Based on Fill”. Visit the “Flood Map-Related Fees” section to determine the cost, if any, of applying for a LOMA.

FEMA offers a tutorial on how to apply for a LOMA. The LOMA Tutorial Series can be accessed at www.fema.gov/flood-maps/tutorials.

For more information about how to apply for a LOMA, call the FEMA Mapping and Insurance eXchange; toll free, at 1-877-FEMA MAP (1-877-336-2627).

6.5.2 Letters of Map Revision Based on Fill

A LOMR-F is an official revision by letter to an effective NFIP map. A LOMR-F states FEMA’s determination concerning whether a structure or parcel has been elevated on fill above the base flood elevation and is, therefore, excluded from the SFHA.

Information about obtaining an application for a LOMR-F can be obtained in the same manner as that for a LOMA, by visiting www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms for the “MT-1 Application Forms and Instructions for Conditional and Final Letters of Map Amendment and Letters of Map Revision Based on Fill” or by calling the FEMA Mapping and Insurance eXchange, toll free, at 1-877-FEMA MAP (1-877-336-2627). Fees for applying for a LOMR-F, if any, are listed in the “Flood Map-Related Fees” section.

A tutorial for LOMR-F is available at www.fema.gov/flood-maps/tutorials.

6.5.3 Letters of Map Revision

A LOMR is an official revision to the currently effective FEMA map. It is used to change flood zones, floodplain and floodway delineations, flood elevations and planimetric features. All requests for LOMRs should be made to FEMA through the chief executive officer of the community, since it is the community that must adopt any changes and revisions to the map. If the request for a LOMR is not submitted through the chief executive officer of the community, evidence must be submitted that the community has been notified of the request.

To obtain an application for a LOMR, visit www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms and download the form “MT-2 Application Forms and Instructions for Conditional Letters of Map Revision and Letters of Map Revision”. Visit the “Flood Map-Related Fees” section to determine the cost of applying for a LOMR. For more information about how to apply for a LOMR, call the FEMA Mapping and Insurance eXchange; toll free, at 1-877-FEMA MAP (1-877-336-2627) to speak to a Map Specialist.

Previously issued mappable LOMCs (including LOMRs) that have been incorporated into the Bastrop County FIRM are listed in Table 26. Please note that this table only includes LOMCs that have been issued on the FIRM panels updated by this map revision. For all other areas within this county, users should be aware that revisions to the FIS Report made by prior LOMRs may not be reflected herein and users will need to continue to use the previously issued LOMRs to obtain the most current data.

Table 26: Incorporated Letters of Map Change

Case Number	Effective Date	Flooding Source	FIRM Panel(s)
07-06-1049P	07/30/2007	Cedar Creek Tributary 11, Unnamed Tributary to Cedar Creek Tributary 11, Unnamed Tributary to Unnamed Tributary to Cedar Creek Tributary 11	48021C0325F
10-06-2245P	04/21/2011	Unnamed Tributary to Colorado River Tributary 6	48021C0355F
14-06-0986P	01/09/2015	Unnamed Tributary to Colorado River	48021C0215F 48021C0335F 48021C0355F
16-06-1114P	11/14/2016	Cedar Creek Tributary 2	48021C0335F
19-06-0976P	11/18/2019	Colorado River, Colorado River Tributary 6	48021C0355F 48021C0360F

Table 26: Incorporated Letters of Map Change (continued)

Case Number	Effective Date	Flooding Source	FIRM Panel(s)
20-06-1063P	09/21/2020	Colorado River	48021C0355F

6.5.4 Physical Map Revisions

A Physical Map Revisions (PMR) is an official republication of a community's NFIP map to effect changes to base flood elevations, floodplain boundary delineations, regulatory floodways and planimetric features. These changes typically occur as a result of structural works or improvements, annexations resulting in additional flood hazard areas or correction to base flood elevations or SFHAs.

The community's chief executive officer must submit scientific and technical data to FEMA to support the request for a PMR. The data will be analyzed and the map will be revised if warranted. The community is provided with copies of the revised information and is afforded a review period. When the base flood elevations are changed, a 90-day appeal period is provided. A 6-month adoption period for formal approval of the revised map(s) is also provided.

For more information about the PMR process, please visit www.fema.gov and visit the "Flood Map Revision Processes" section.

6.5.5 Contracted Restudies

The NFIP provides for a periodic review and restudy of flood hazards within a given community. FEMA accomplishes this through a national watershed-based mapping needs assessment strategy, known as the Coordinated Needs Management Strategy (CNMS). The CNMS is used by FEMA to assign priorities and allocate funding for new flood hazard analyses used to update the FIS Report and FIRM. The goal of CNMS is to define the validity of the engineering study data within a mapped inventory. The CNMS is used to track the assessment process, document engineering gaps and their resolution, and aid in prioritization for using flood risk as a key factor for areas identified for flood map updates. Visit www.fema.gov to learn more about the CNMS or contact the FEMA Regional Office listed in Section 8 of this FIS Report.

6.5.6 Community Map History

The current FIRM presents flooding information for the entire geographic area of Bastrop County. Previously, separate FIRMs, Flood Hazard Boundary Maps (FHBMs) and/or Flood Boundary and Floodway Maps (FBFMs) may have been prepared for the incorporated communities and the unincorporated areas in the county that had identified SFHAs. Current and historical data relating to the maps prepared for the project area are presented in Table 27, "Community Map History." A description of each of the column headings and the source of the date is also listed below.

- *Community Name* includes communities falling within the geographic area shown on the FIRM, including those that fall on the boundary line, nonparticipating communities, and communities with maps that have been rescinded. Communities with No Special Flood Hazards are indicated by a footnote. If all

maps (FHBM, FBFM, and FIRM) were rescinded for a community, it is not listed in this table unless SFHAs have been identified in this community.

- *Initial Identification Date (First NFIP Map Published)* is the date of the first NFIP map that identified flood hazards in the community. If the FHBM has been converted to a FIRM, the initial FHBM date is shown. If the community has never been mapped, the upcoming effective date or “pending” (for Preliminary FIS Reports) is shown. If the community is listed in Table 27 but not identified on the map, the community is treated as if it were unmapped.
- *Initial FHBM Effective Date* is the effective date of the first FHBM. This date may be the same date as the Initial NFIP Map Date.
- *FHBM Revision Date(s)* is the date(s) that the FHBM was revised, if applicable.
- *Initial FIRM Effective Date* is the date of the first effective FIRM for the community.
- *FIRM Revision Date(s)* is the date(s) the FIRM was revised, if applicable. This is the revised date that is shown on the FIRM panel, if applicable. As countywide studies are completed or revised, each community listed should have its FIRM dates updated accordingly to reflect the date of the countywide study. Once the FIRMs exist in countywide format, as PMRs of FIRM panels within the county are completed, the FIRM Revision Dates in the table for each community affected by the PMR are updated with the date of the PMR, even if the PMR did not revise all the panels within that community.

The initial effective date for the Bastrop County FIRMs in countywide format was 08/19/1991.

Table 27: Community Map History

Community Name	Initial Identification Date	Initial FHBM Effective Date	FHBM Revision Date(s)	Initial FIRM Effective Date	FIRM Revision Date(s)
Bastrop, City of	03/19/1976	03/19/1976	N/A	08/19/1991	TBD 01/19/2006
Bastrop County, Unincorporated Areas	08/09/1977	08/09/1977	06/03/1980	08/19/1991	TBD 01/06/2016 01/19/2006 12/08/1998
Elgin, City of	06/21/1974	06/21/1974	02/27/1976	07/01/1988	01/19/2006 08/19/1991
Smithville, City of	04/05/1974	04/05/1974	05/21/1976	01/16/1979	TBD 01/19/2006 08/19/1991

SECTION 7.0 – CONTRACTED STUDIES AND COMMUNITY COORDINATION

7.1 Contracted Studies

Table 28 provides a summary of the contracted studies, by flooding source, that are included in this FIS Report.

Table 28: Summary of Contracted Studies Included in this FIS Report

Flooding Source	FIS Report Dated	Contractor	Number	Work Completed Date	Affected Communities
Cedar Creek	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Cedar Creek Zone A Tributaries	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Colorado River	01/19/2006	Halff Associates, Inc.	EMT-2001-CO-0029	March 2003	Bastrop, City of; Bastrop County, Unincorporated Areas; Smithville, City of
Diversion	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas; Smithville, City of
Dry Creek East	01/06/2016	Halff Associates, Inc.	EMT-2010-CA-011	August 2013	Bastrop County, Unincorporated Areas
Gazley Creek	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas; Smithville, City of
Gills Branch	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop, City of; Bastrop County, Unincorporated Areas
Greens Creek	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Long Branch	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Lytton Springs Creek	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas

Table 28: Summary of Contracted Studies Included in this FIS Report (continued)

Flooding Source	FIS Report Dated	Contractor	Number	Work Completed Date	Affected Communities
Maha Creek	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Piney Creek	01/19/2006	Watershed Concepts	TA-04, Task Order 1	August 2004	Bastrop County, Unincorporated Areas
Piney Creek North	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop, City of; Bastrop County, Unincorporated Areas
Railroad	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop, City of
Sandy Creek	01/19/2006	Watershed Concepts	TA-04, Task Order 1	August 2004	Bastrop County, Unincorporated Areas
Walnut Creek and Zone A Tributaries	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Willow Creek	TBD	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas; Smithville, City of
Zone A	01/19/2006	Watershed Concepts	TA-04, Task Order 1	August 2004	Bastrop, City of; Bastrop County, Unincorporated Areas; Elgin, City of

7.2 Community Meetings

The dates of the community meetings held for this Flood Risk Project and previous Flood Risk Projects are shown in Table 29. These meetings may have previously been referred to by a variety of names (Community Coordination Officer (CCO), Scoping, Discovery, etc.), but all meetings represent opportunities for FEMA, community officials, study contractors, and other invited guests to discuss the planning for and results of the project.

Table 29: Community Meetings

Community	FIS Report Dated	Date of Meeting	Meeting Type	Attended By
Bastrop, City of	TBD	10/11/2019	Flood Risk Review	Texas Water Development Board, the community, and the study contractor
Bastrop County, Unincorporated Areas	TBD	10/11/2019	Flood Risk Review	Texas Water Development Board, the community, and the study contractor
Elgin, City of	01/19/2006	06/20/2002	Initial CCO Meeting	Lower Colorado River Authority, the communities, the county, and the study contractors
		10/26/2004	Final CCO Meeting	FEMA, Lower Colorado River Authority, the communities, and the study contractors
Smithville, City of	TBD	10/15/2019	Flood Risk Review	Texas Water Development Board, the community, and the study contractor

SECTION 8.0 – ADDITIONAL INFORMATION

Information concerning the pertinent data used in the preparation of this FIS Report can be obtained by submitting an order with any required payment to the FEMA Engineering Library. For more information on this process, see www.fema.gov.

Table 30 is a list of the locations where FIRMs for Bastrop County can be viewed. Please note that the maps at these locations are for reference only and are not for distribution. Also, please note that only the maps for the community listed in the table are available at that particular repository. A user may need to visit another repository to view maps from an adjacent community.

Table 30: Map Repositories

Community	Address	City	State	Zip Code
Bastrop, City of	City Hall 1311 Chestnut Street	Bastrop	TX	78602
Bastrop County, Unincorporated Areas	Development Services 211 Jackson Street	Bastrop	TX	78602
Elgin, City of	Development Services Department 310 North Main Street	Elgin	TX	78621
Smithville, City of	City Hall 317 Main Street	Smithville	TX	78957

The National Flood Hazard Layer (NFHL) dataset is a compilation of effective FIRM Databases and LOMCs. Together they create a GIS data layer for a State or Territory. The NFHL is updated as studies become effective and extracts are made available to the public monthly. NFHL data can be viewed or ordered from the website shown in Table 31.

Table 31 contains useful contact information regarding the FIS Report, the FIRM, and other relevant flood hazard and GIS data. In addition, information about the State NFIP Coordinator and GIS Coordinator is shown in this table. At the request of FEMA, each Governor has designated an agency of State or territorial government to coordinate that State's or territory's NFIP activities. These agencies often assist communities in developing and adopting necessary floodplain management measures. State GIS Coordinators are knowledgeable about the availability and location of State and local GIS data in their state.

Table 31: Additional Information

FEMA and the NFIP	
FEMA and FEMA Engineering Library website	www.fema.gov/flood-maps/products-tools/know-your-risk/engineers-surveyors-architects
NFIP website	www.fema.gov/flood-insurance
NFHL Dataset	msc.fema.gov

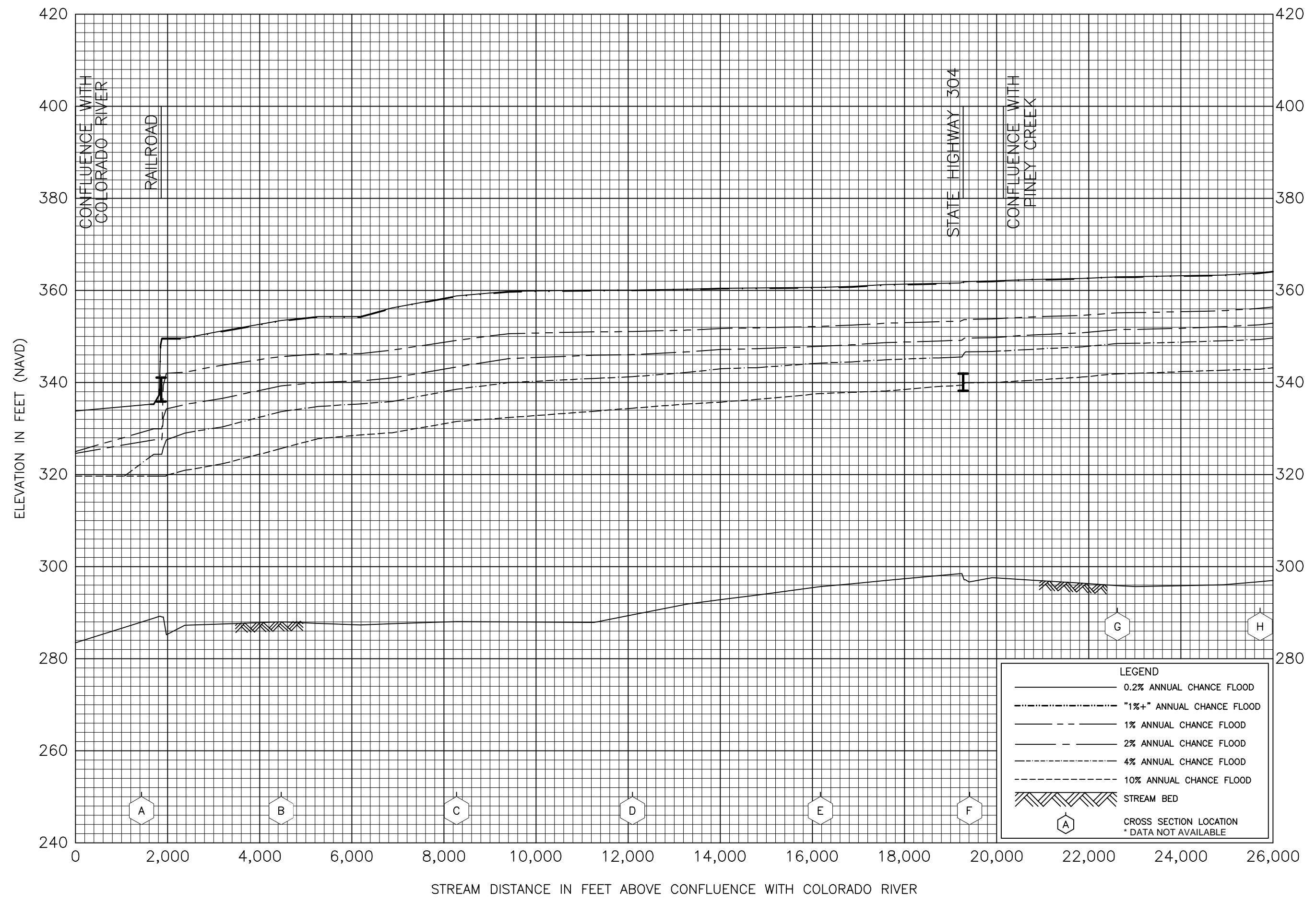
FEMA Region VI	Larry Voice 800 North Loop 288 Denton, TX 76209 (940) 898-5419 larry.voice@fema.dhs.gov
Other Federal Agencies	
USGS website	www.usgs.gov
Hydraulic Engineering Center website	www.hec.usace.army.mil
State Agencies and Organizations	
State NFIP Coordinator	Michael Segner Texas Water Development Board 1700 North Congress Avenue P.O. Box 13231 Austin, TX 78711-3231 (512) 463-3509 michael.segner@twdb.state.tx.us
State GIS Coordinator	Mike Ouimet State GIS Coordinator 300 West 15th Street P.O. Box 13564 Austin, TX 78711-3564 (512) 305-9076 mike.ouimet@dir.state.tx.us

SECTION 9.0 – BIBLIOGRAPHY AND REFERENCES

Table 32 includes sources used in the preparation of and cited in this FIS Report as well as additional studies that have been conducted in the study area.

Table 32: Bibliography and References

Citation in this FIS	Publisher/ Issuer	Publication Title, "Article," Volume, Number, etc.	Author/Editor	Place of Publication	Publication Date/ Date of Issuance	Link
FEMA 2006	Federal Emergency Management Agency	<i>Flood Insurance Study, Bastrop County, Texas, and Incorporated Areas</i>		Washington, D.C.	January 19, 2006	FEMA Flood Map Service Center msc.fema.gov
FEMA 2016	Federal Emergency Management Agency	<i>Flood Insurance Study, Bastrop County, Texas, and Incorporated Areas</i>		Washington, D.C.	January 6, 2016	FEMA Flood Map Service Center msc.fema.gov
Halff 2002	Halff Associates, Inc.	<i>Mapping the Colorado River, Technical Support Data Notebook</i>	Halff Associates, Inc.	Forth Worth, Texas	September 2002	
Sanborn 2003	The Sanborn Map Company, Inc.	<i>Topographic Maps Compiled from LiDAR, Contour Interval 2-Feet</i>	The Sanborn Map Company, Inc.	City of Austin and Travis County, Texas	January 2003	
TNRIS 2017	Texas Natural Resources Information System	<i>Central Texas LiDAR 2017</i>	Texas Natural Resources Information System	Austin, Texas	2017	Texas Natural Resources Information System DataHub https://data.tnris.org/
TWDB 2020	Texas Water Development Board	<i>Texas Water Development Board CTP FY17 RiskMAP Project</i>	Texas Water Development Board	Austin, Texas	March 3, 2020	

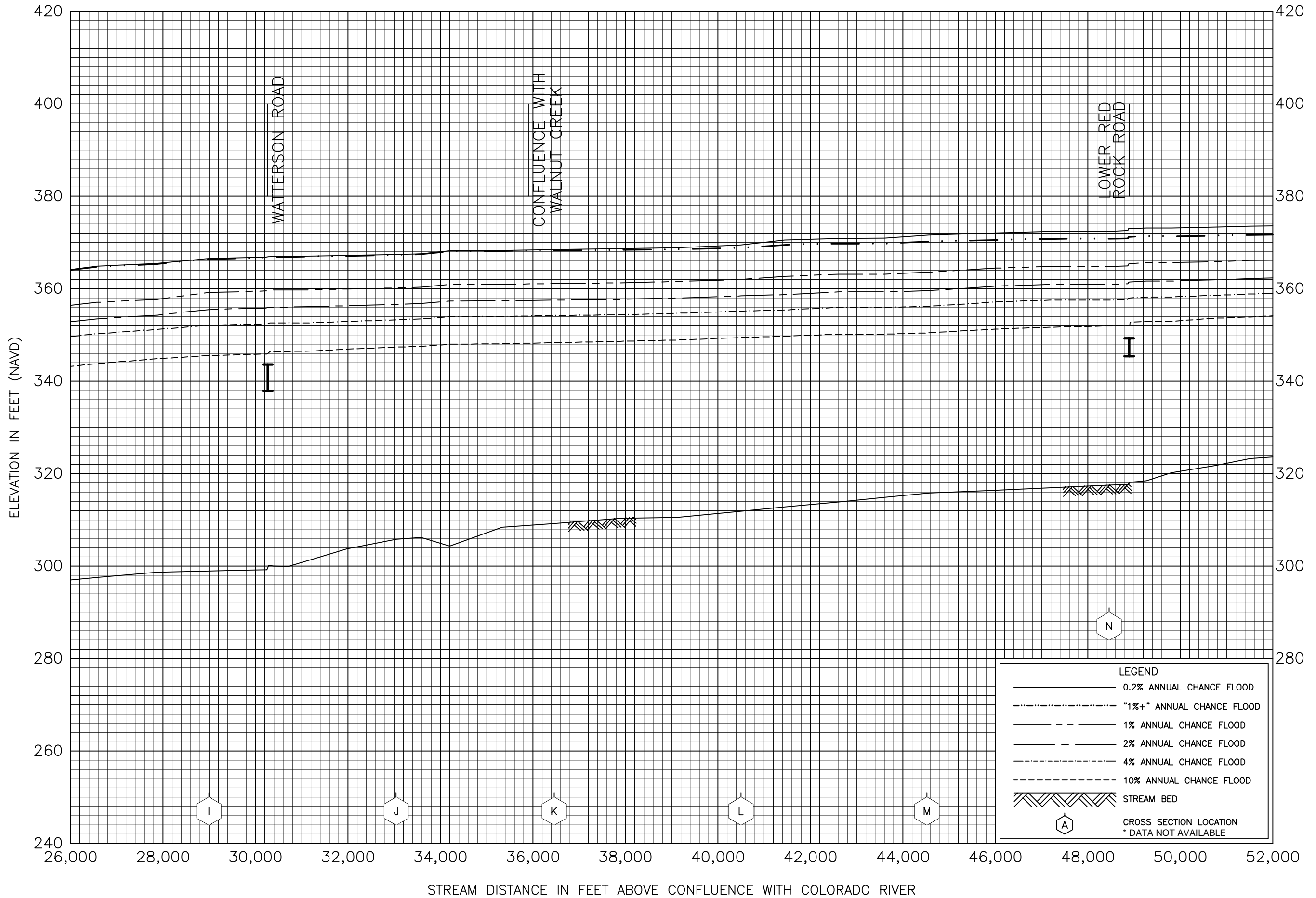


FLOOD PROFILES

CEDAR CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

01P

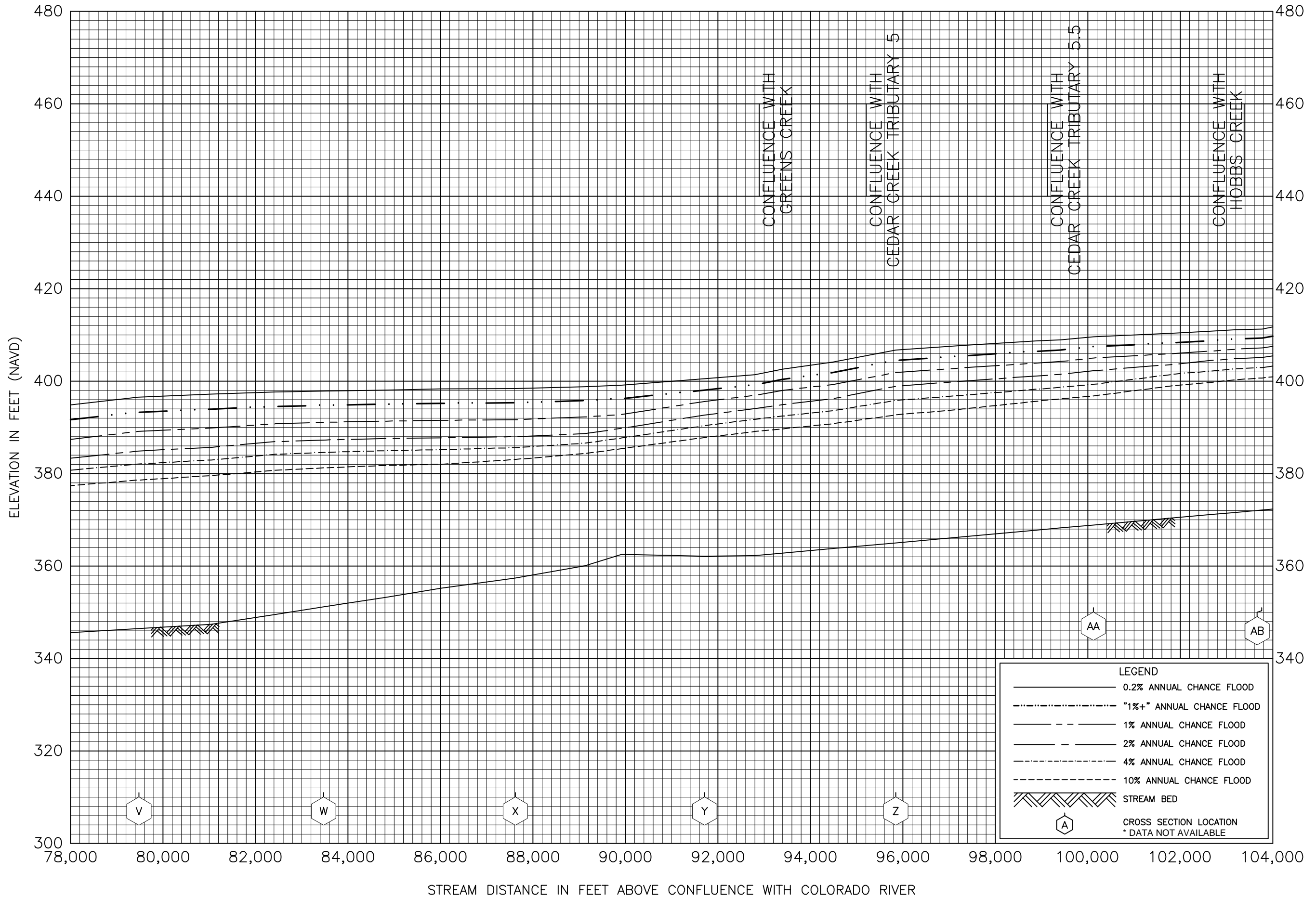


FLOOD PROFILES

CEDAR CREEK

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AND INCORPORATED AREAS

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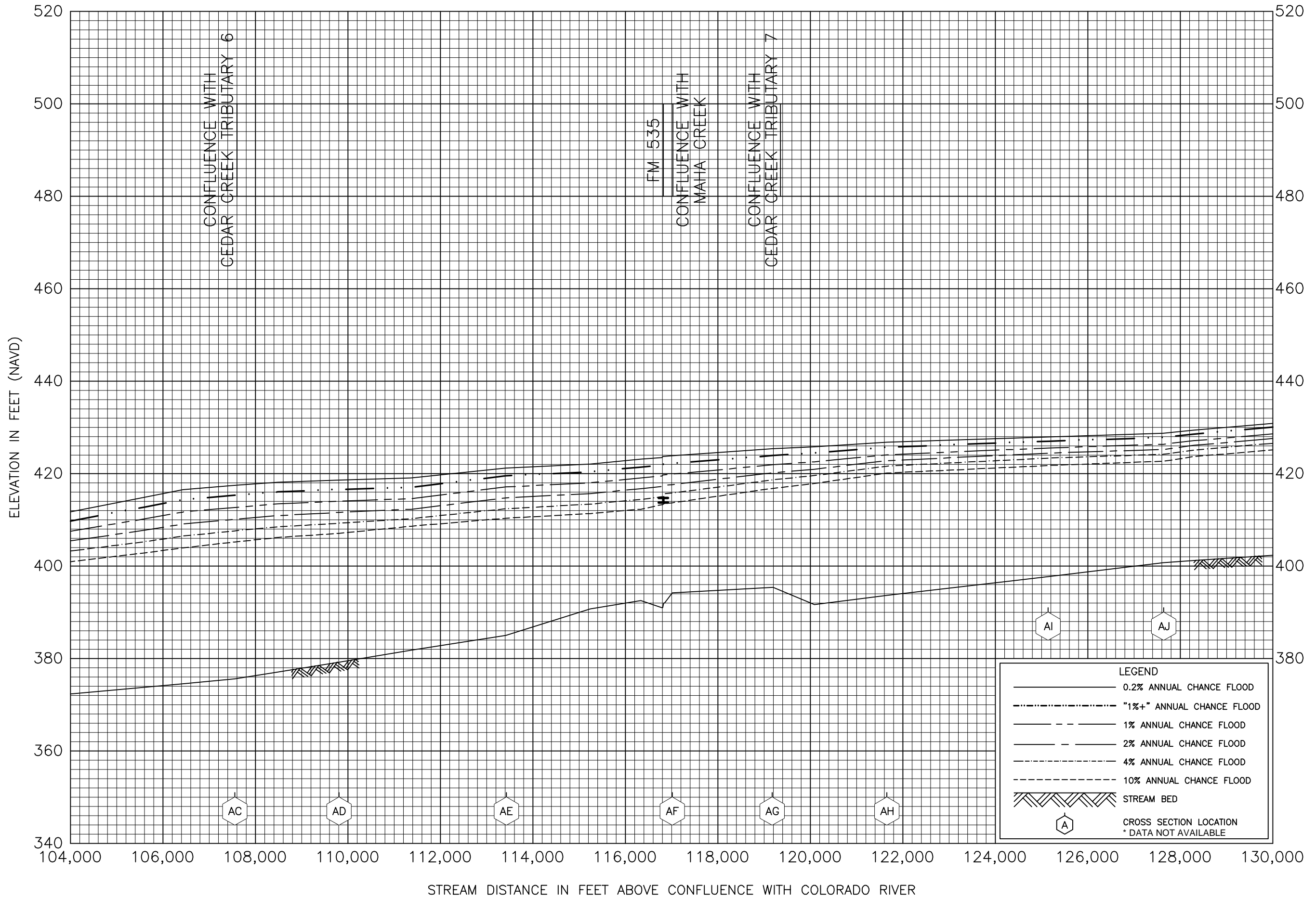


FLOOD PROFILES

CEDAR CREEK

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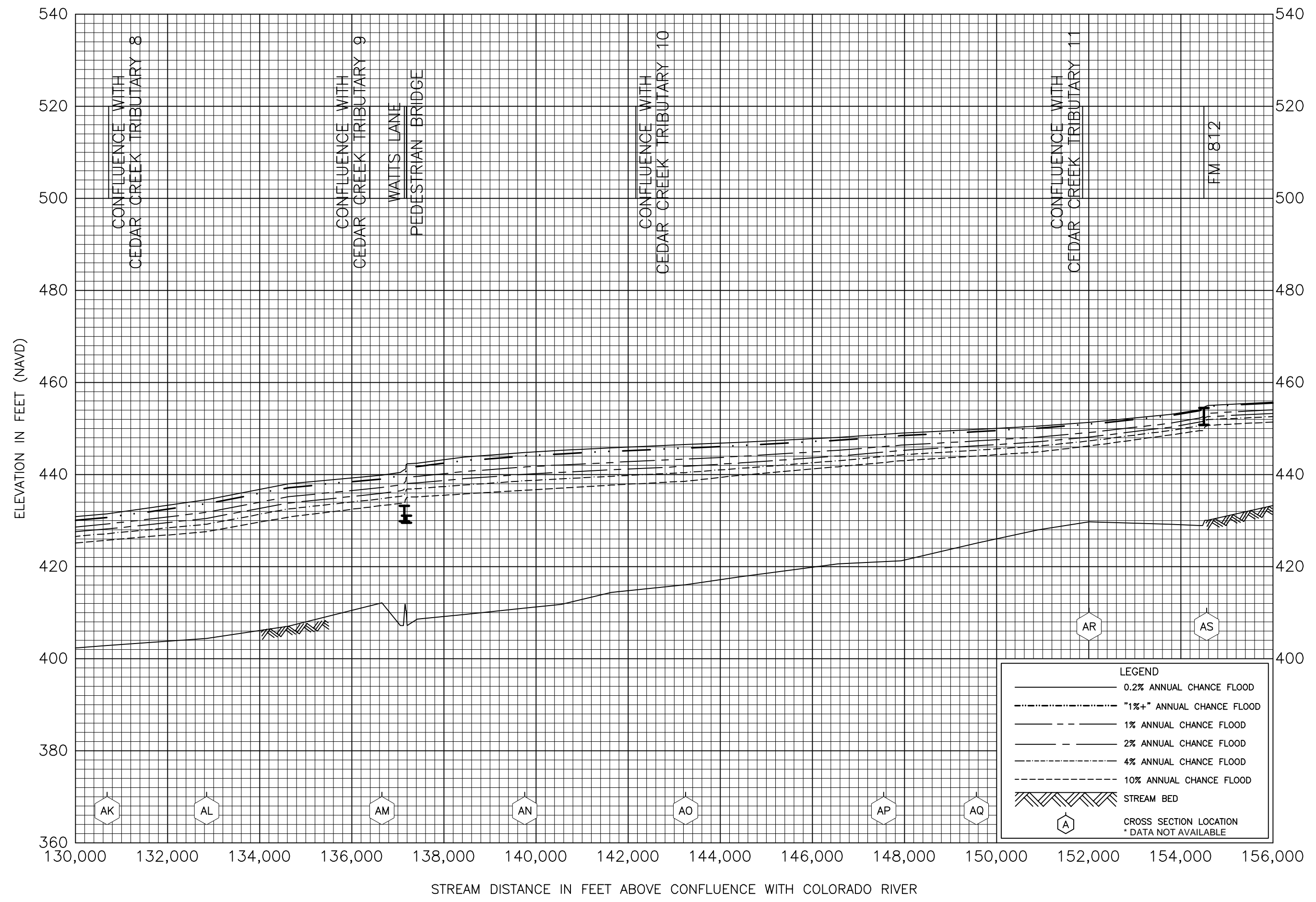


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CEDAR CREEK

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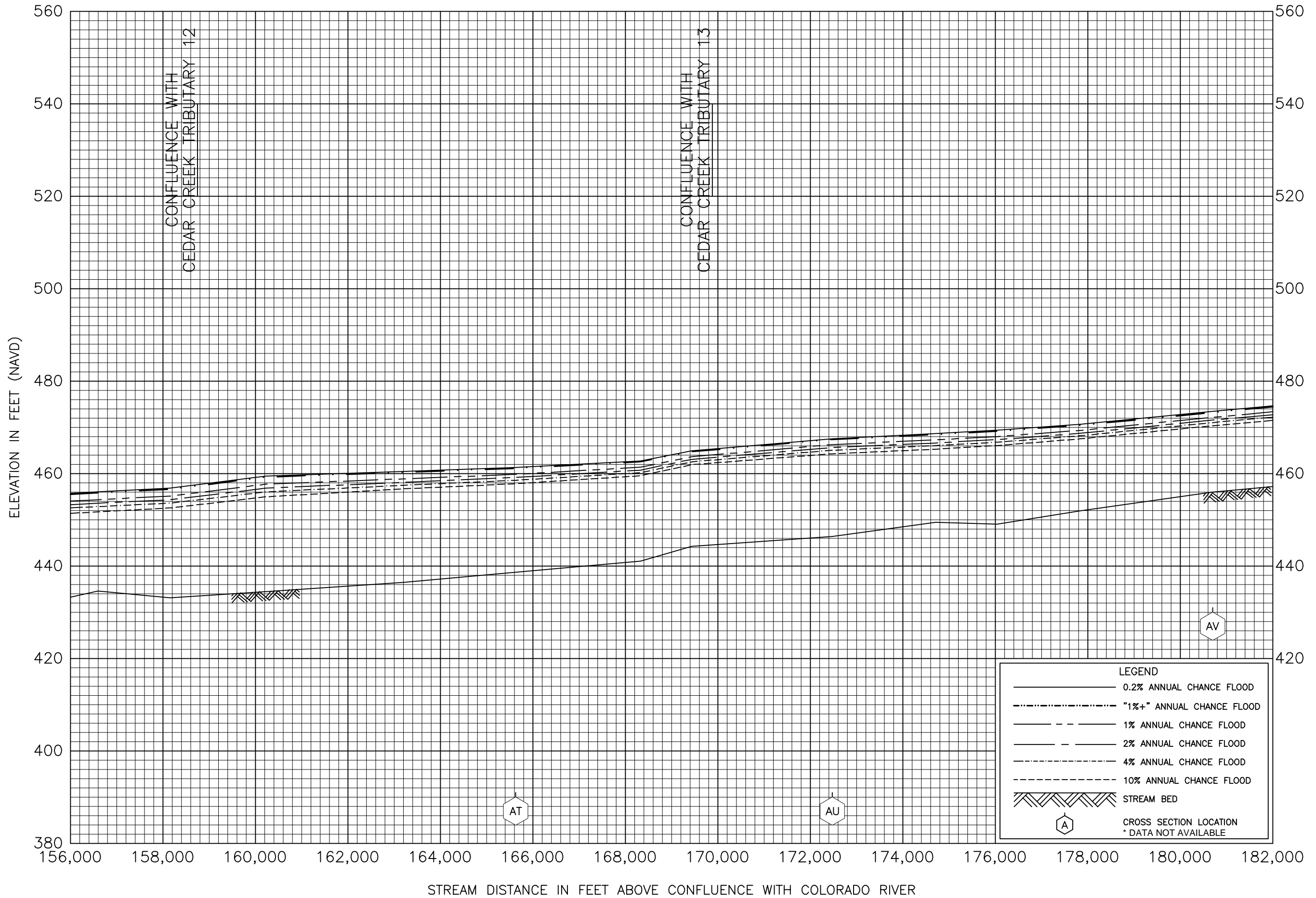


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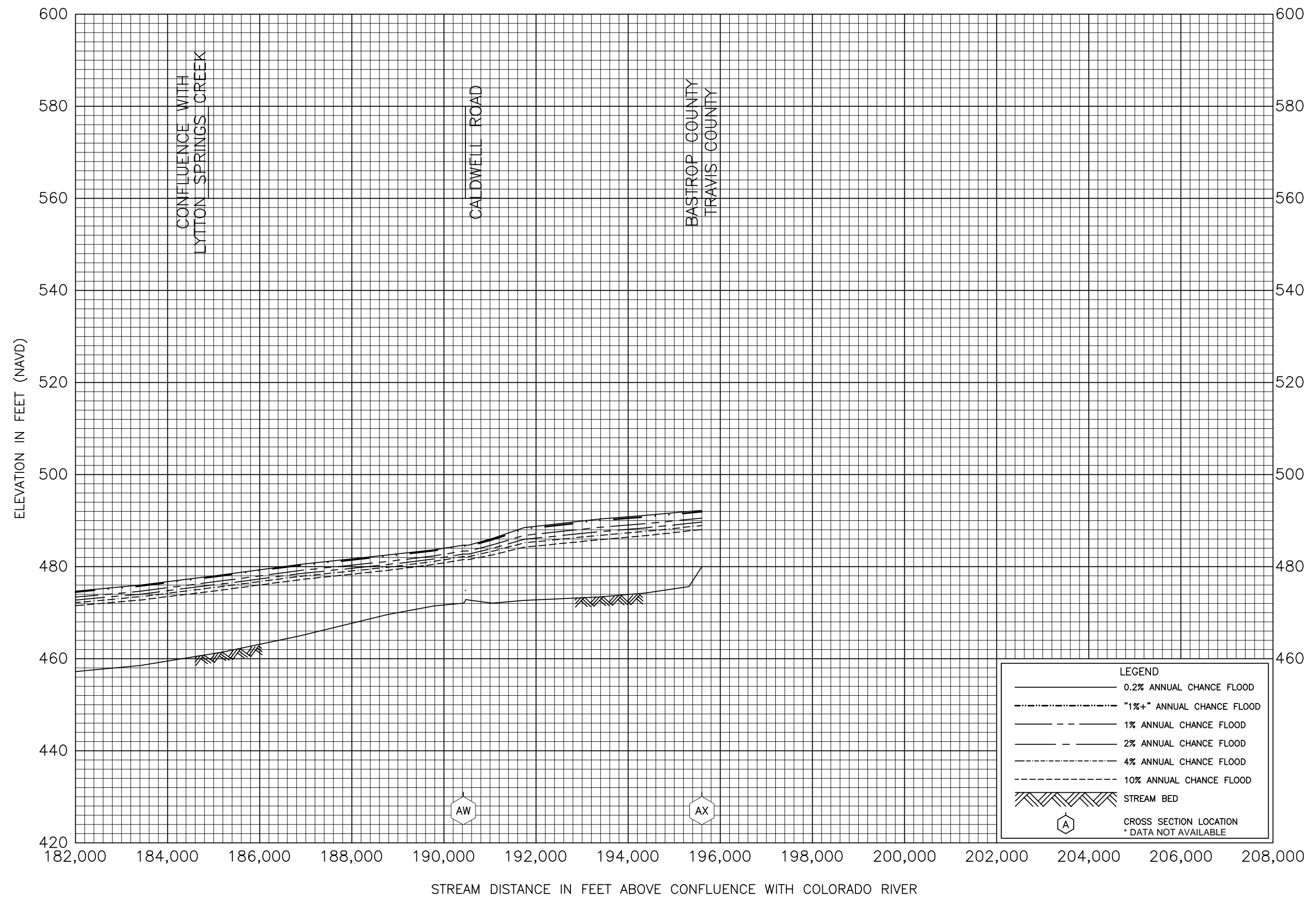


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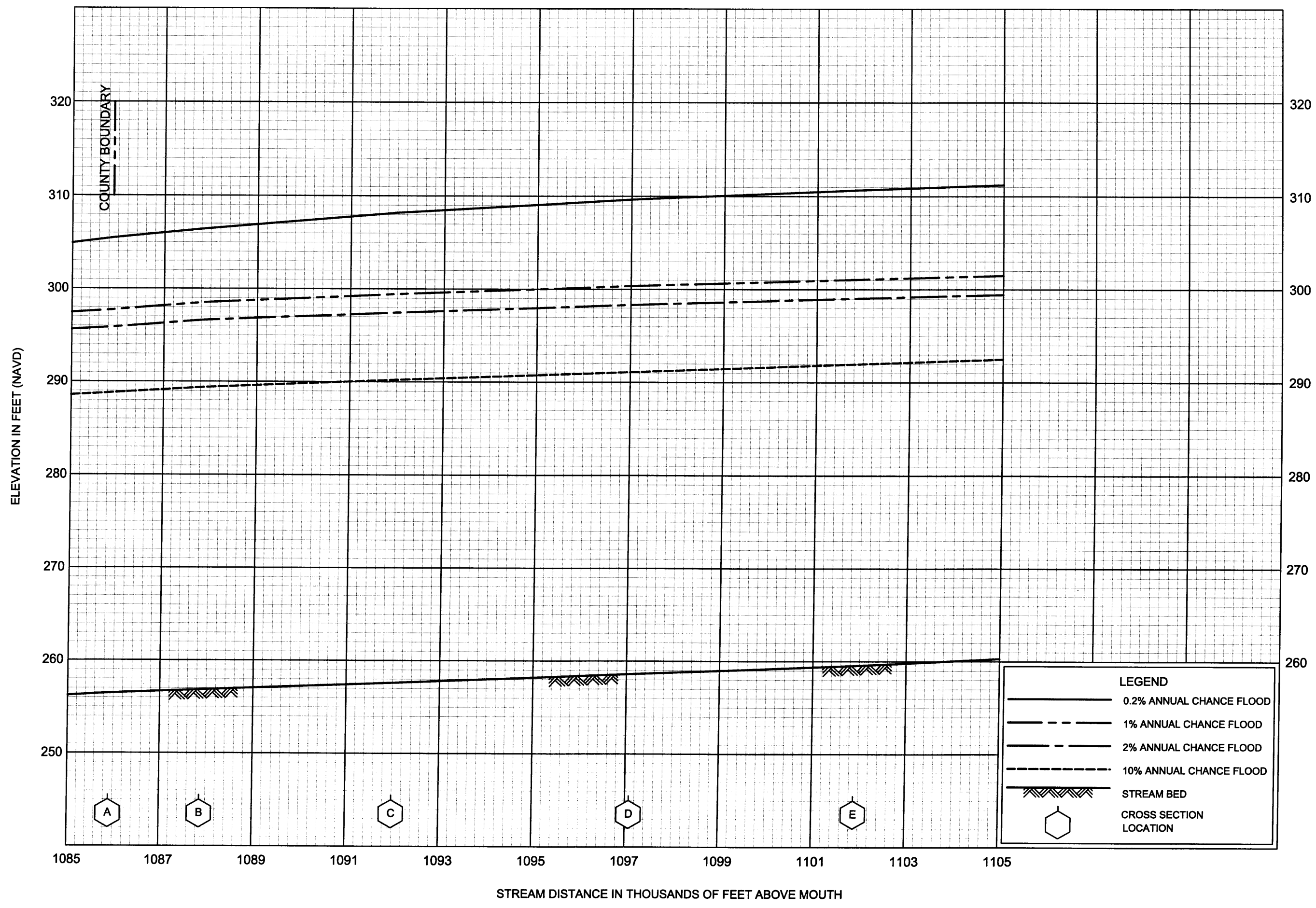


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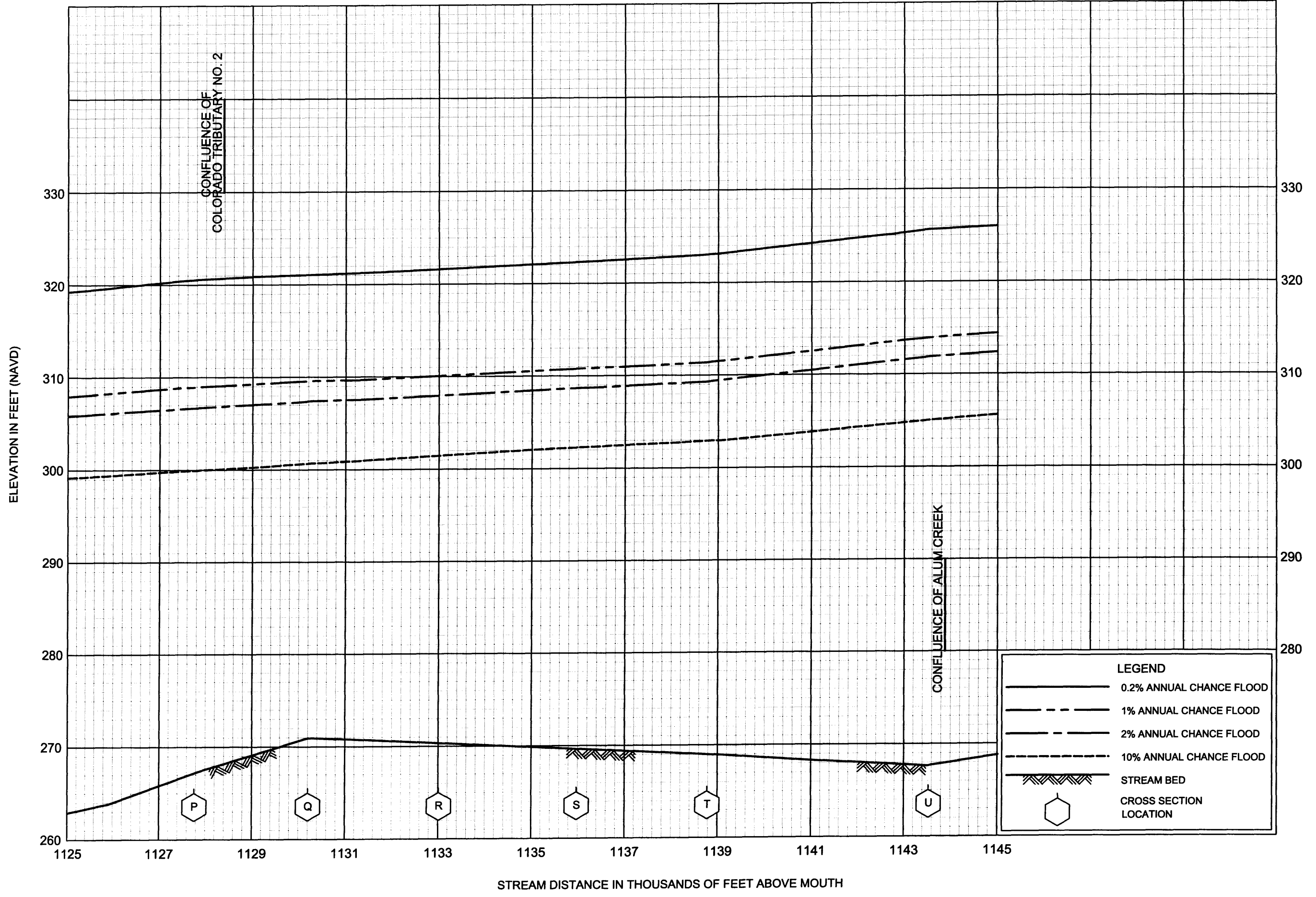
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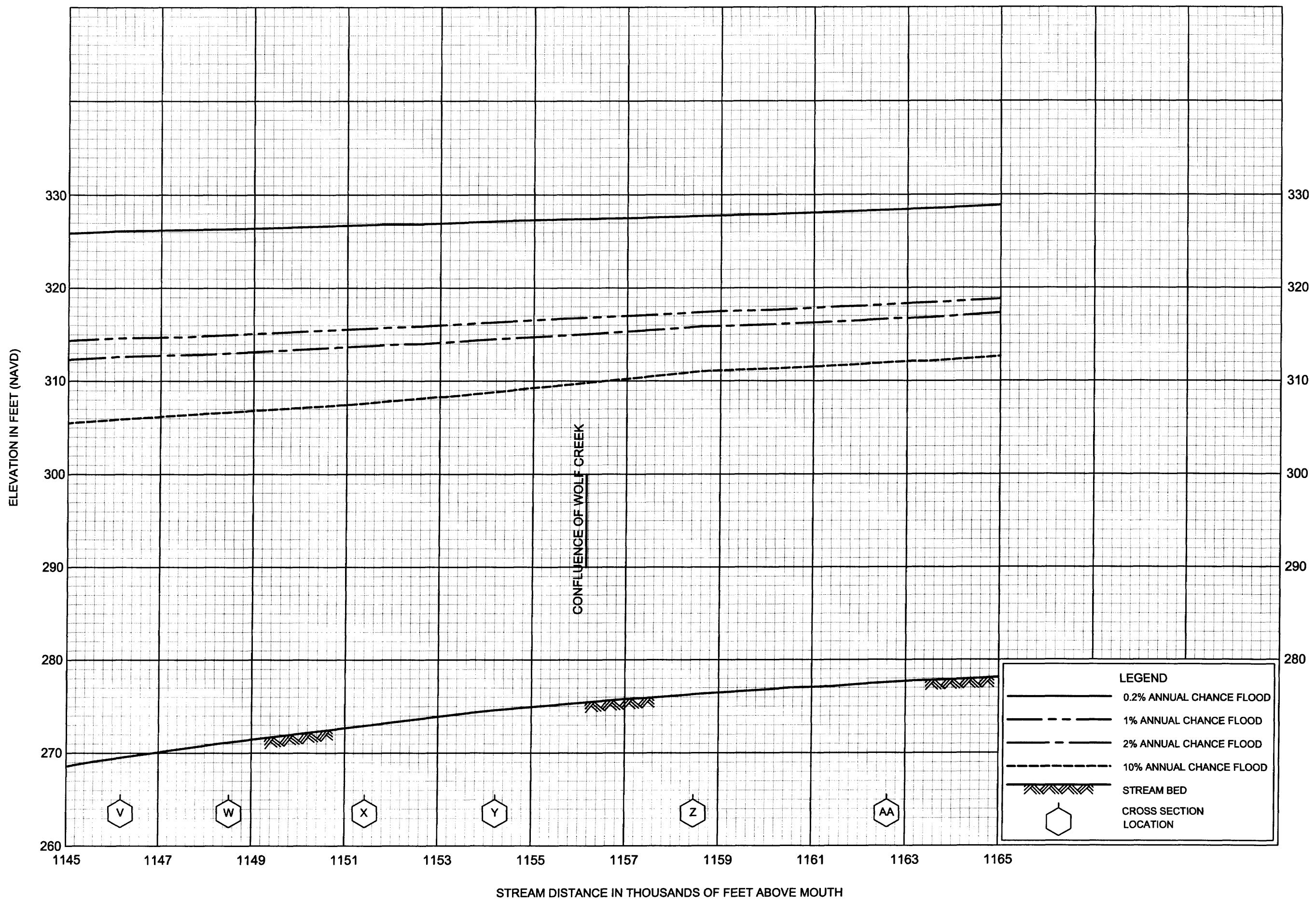
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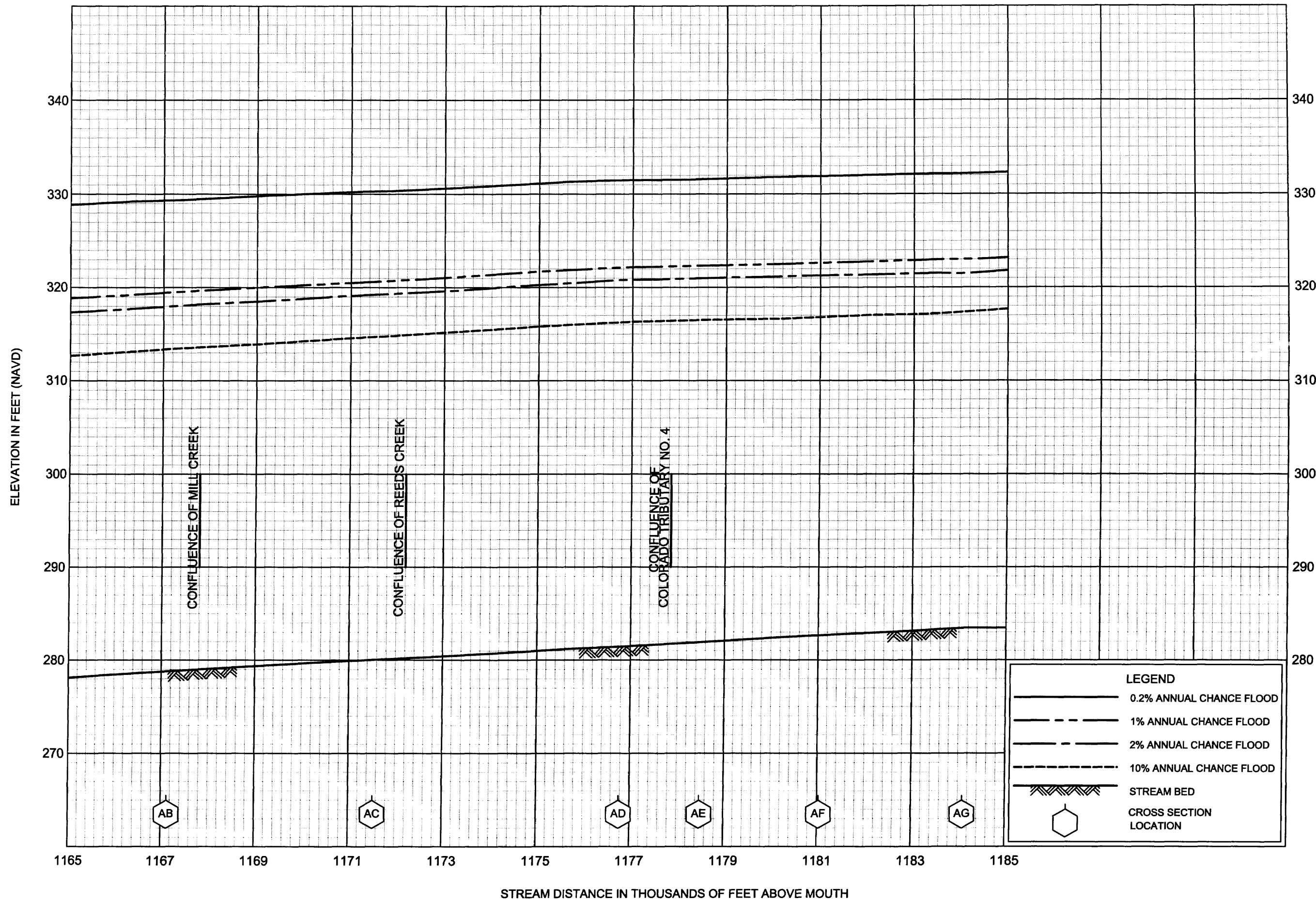
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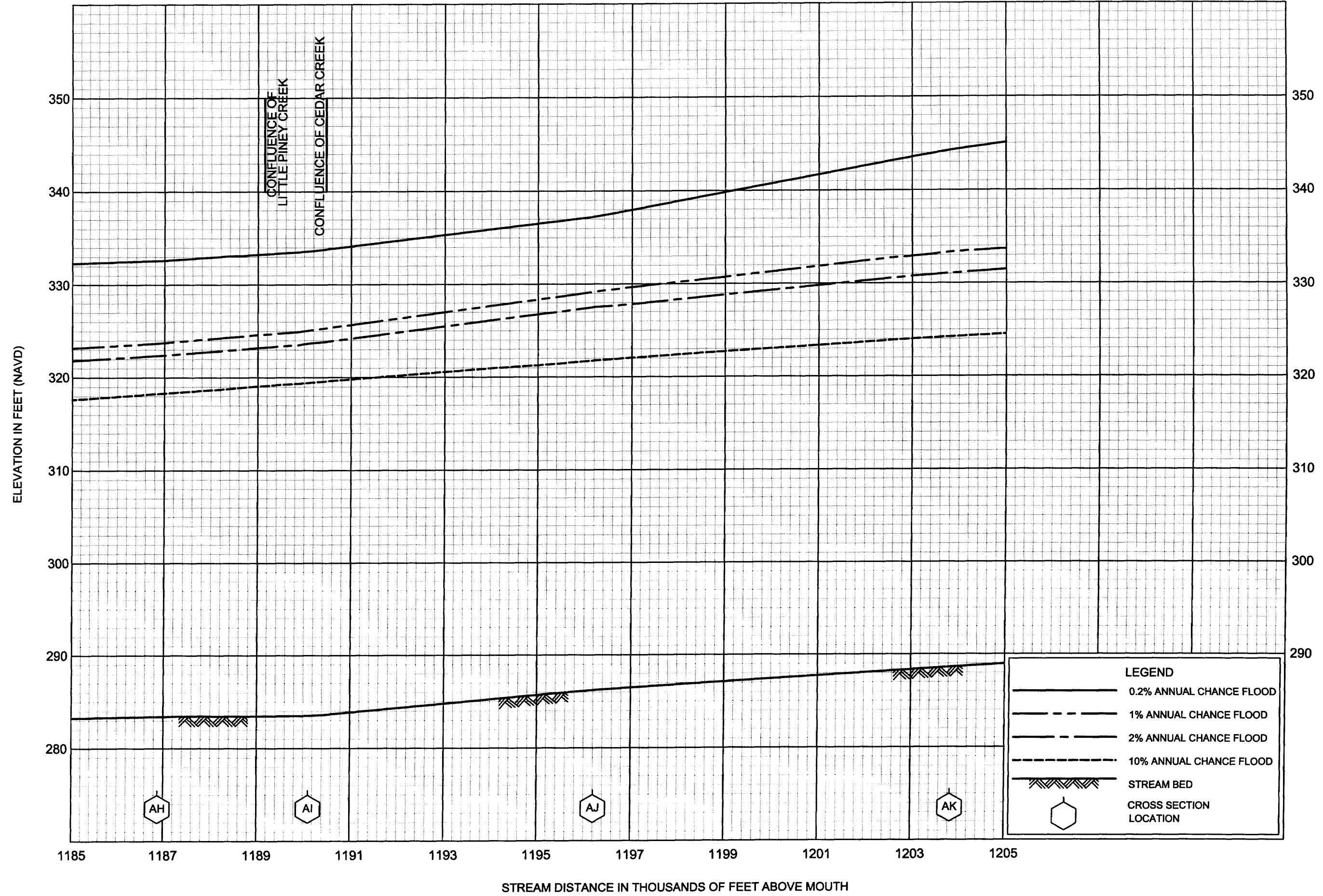
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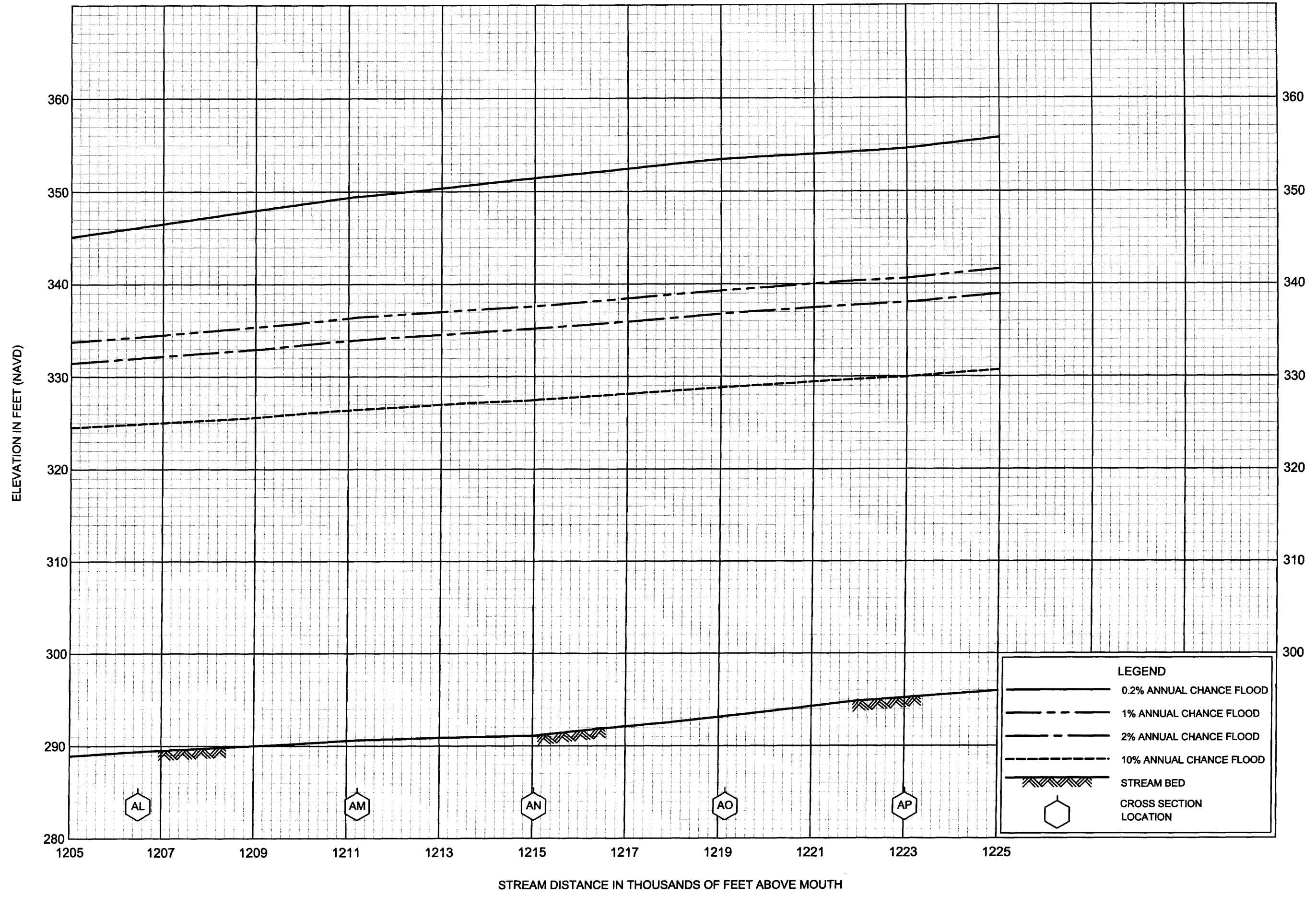
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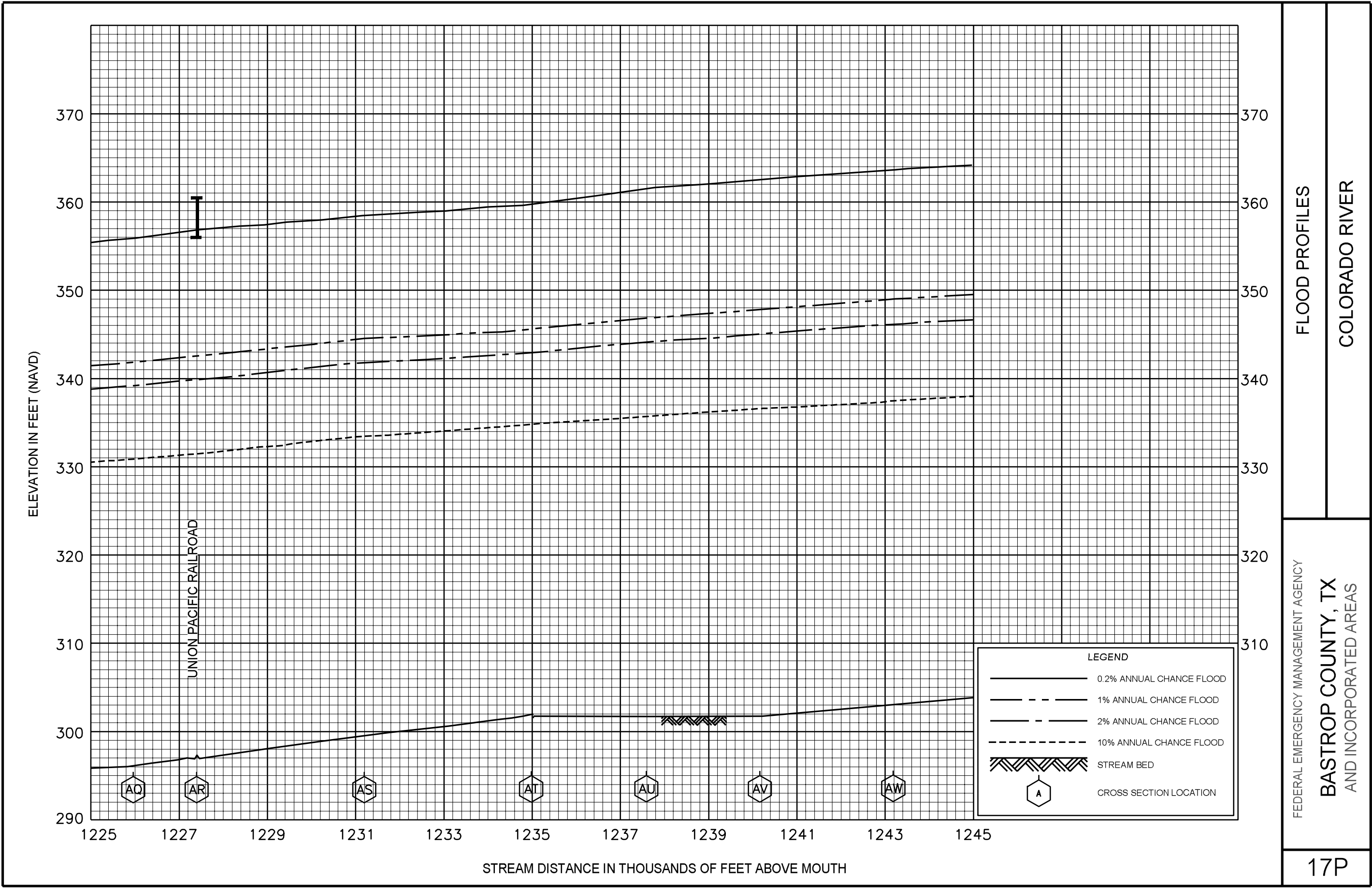
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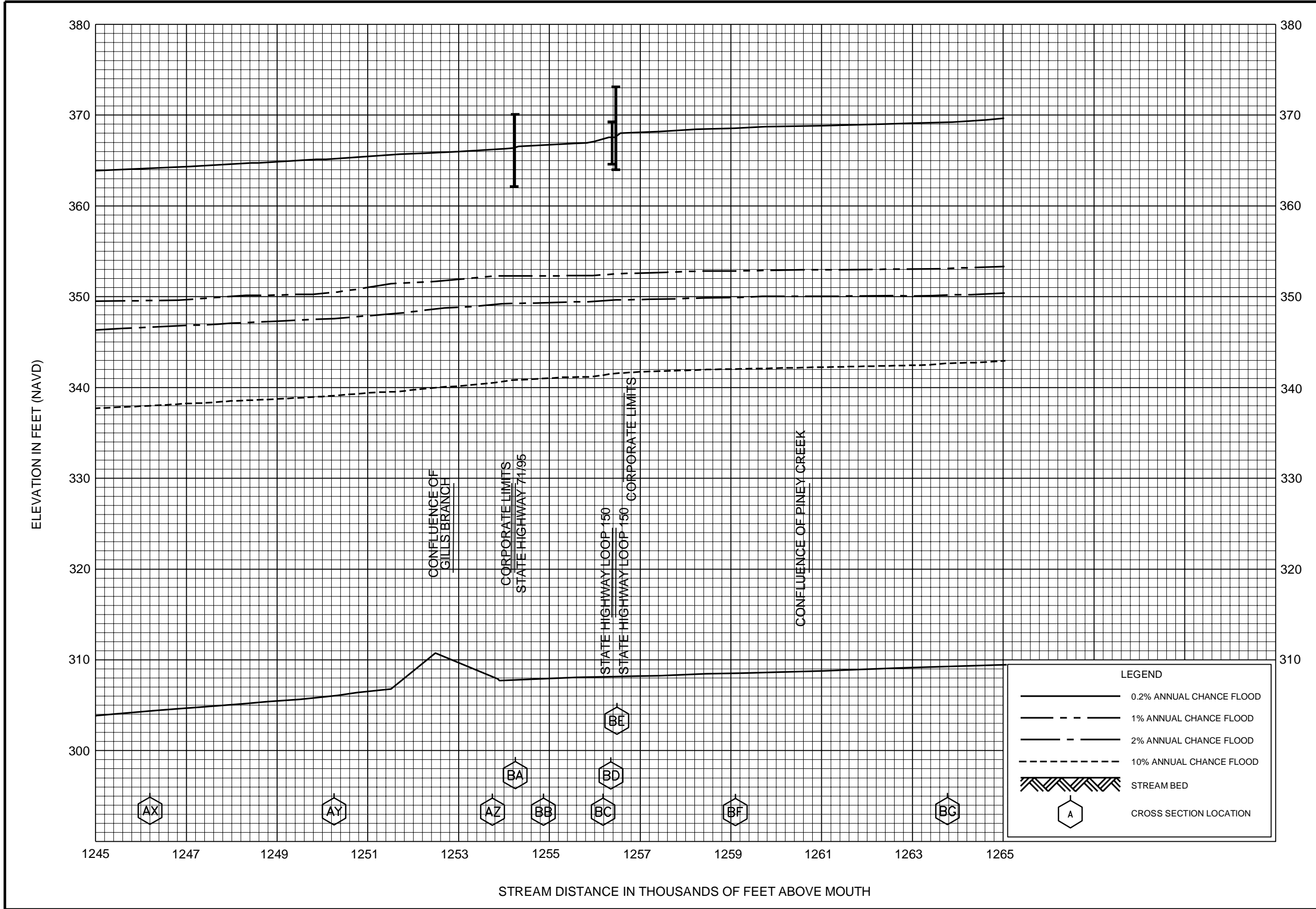


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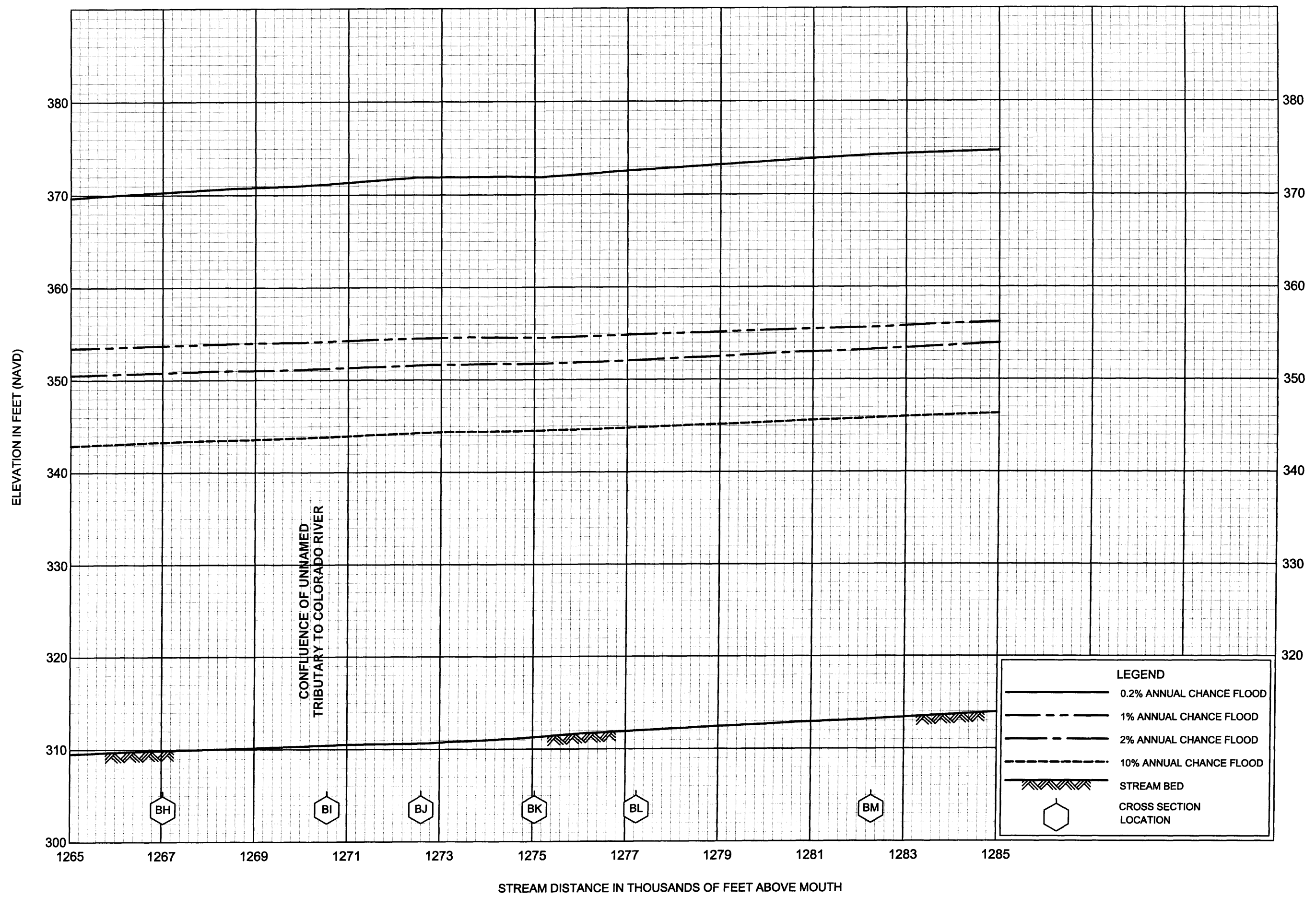
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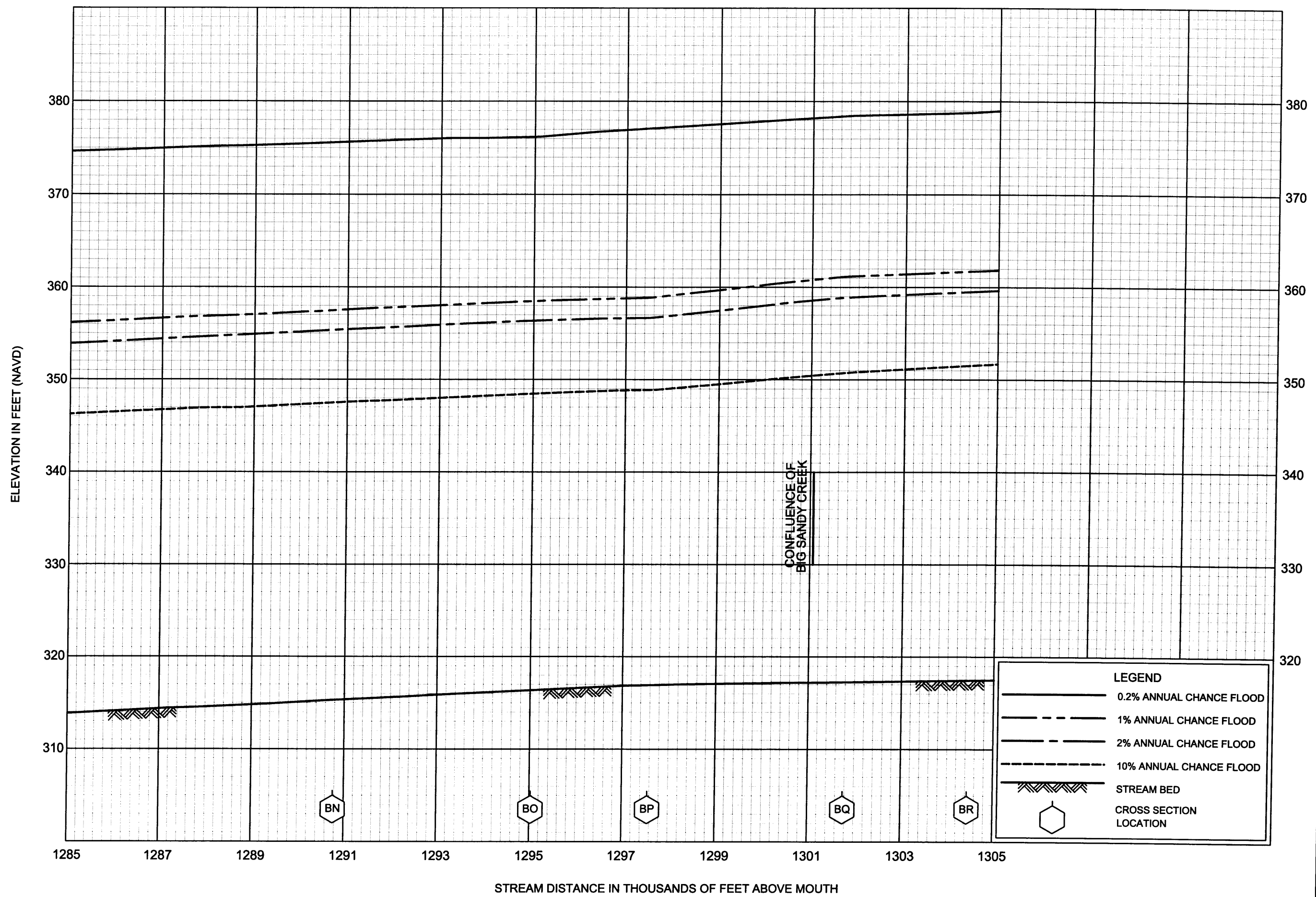
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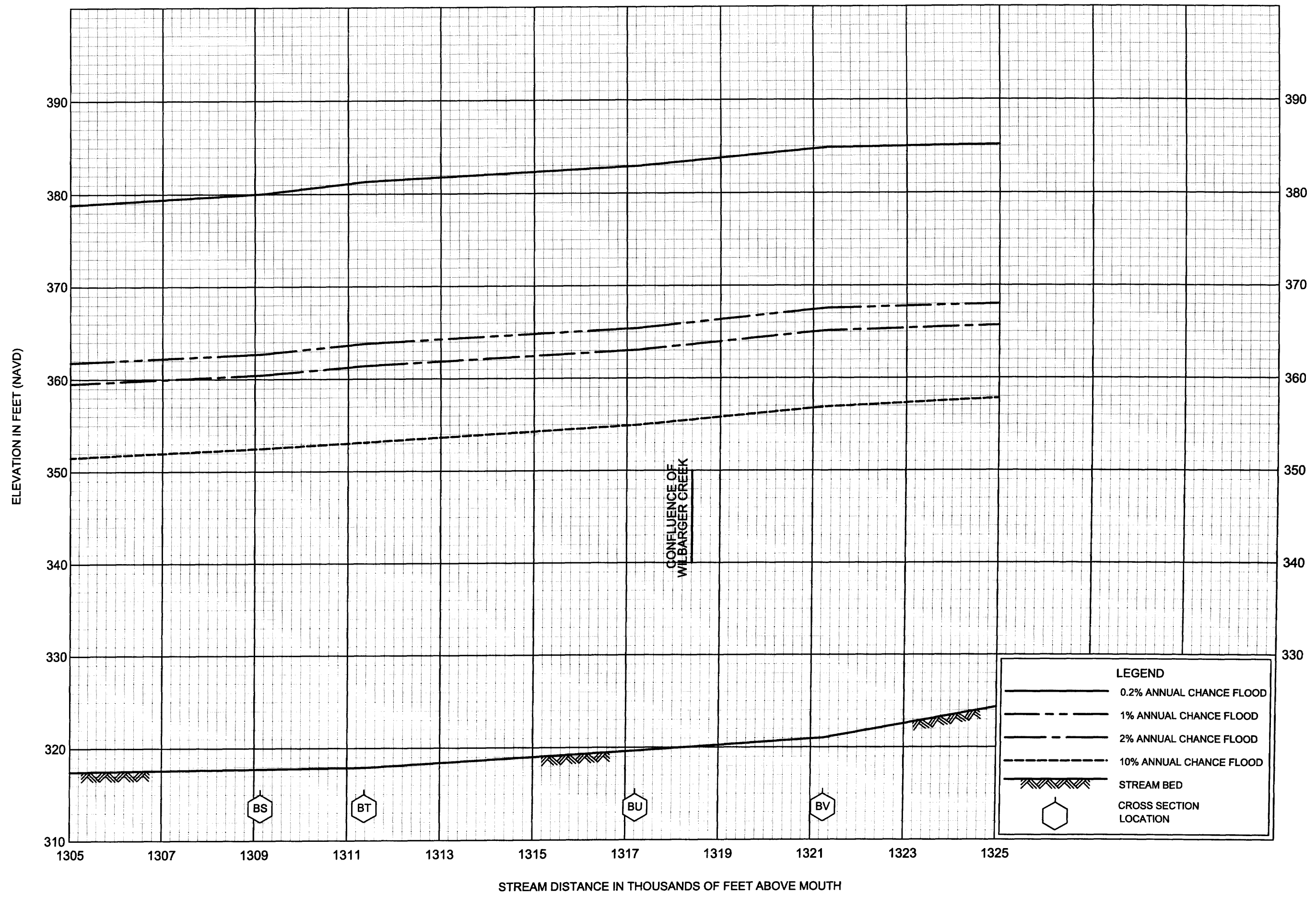
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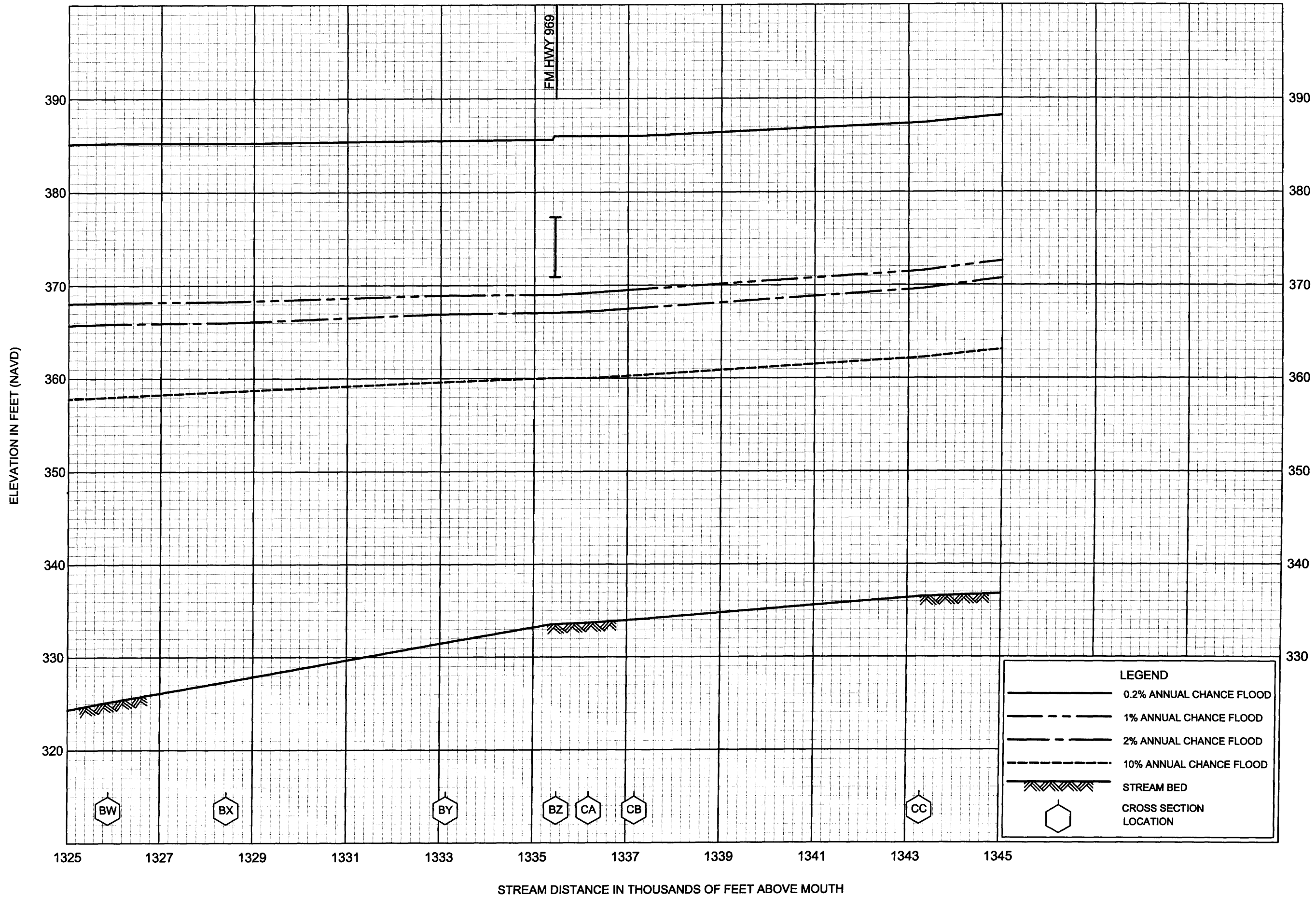
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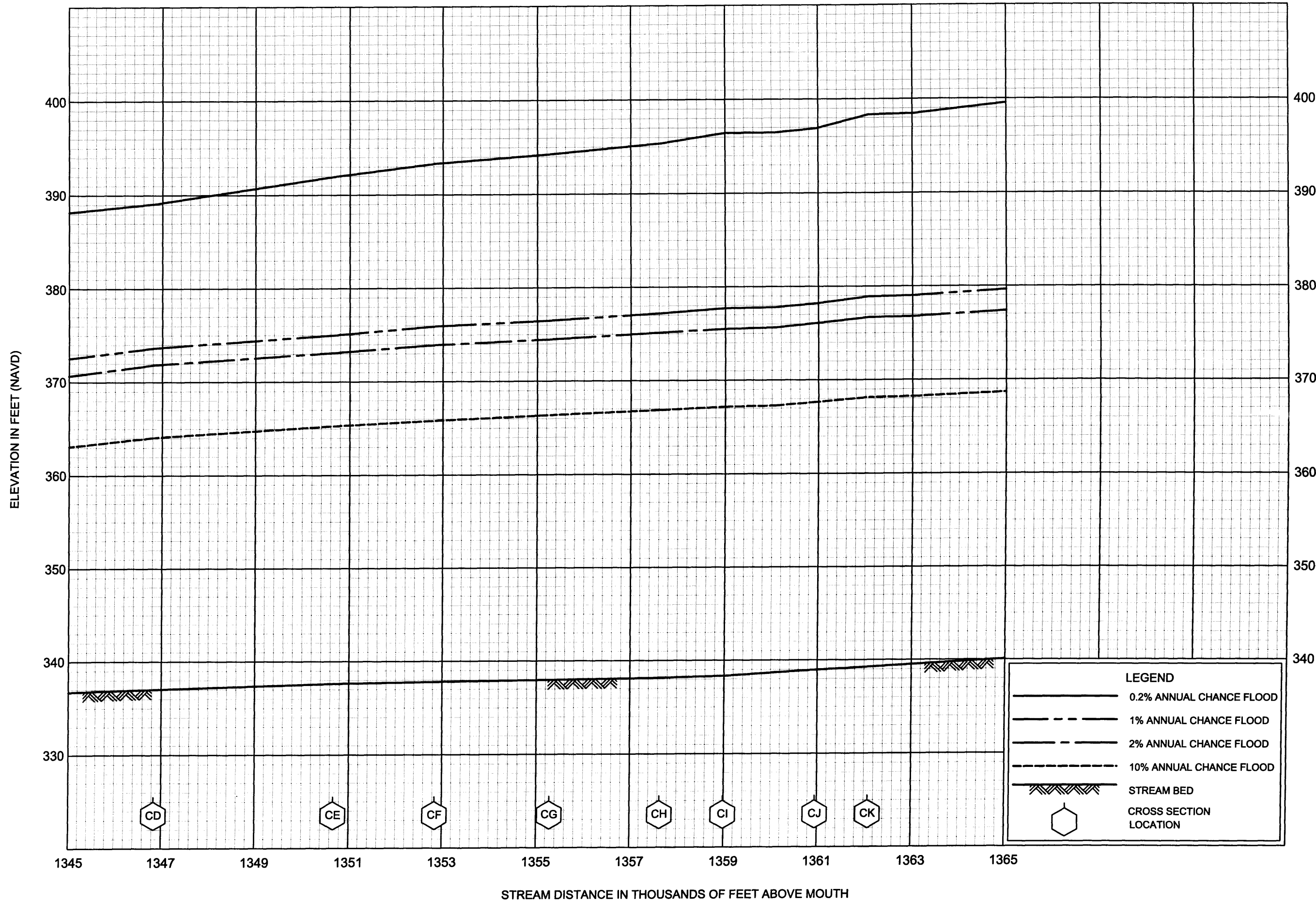


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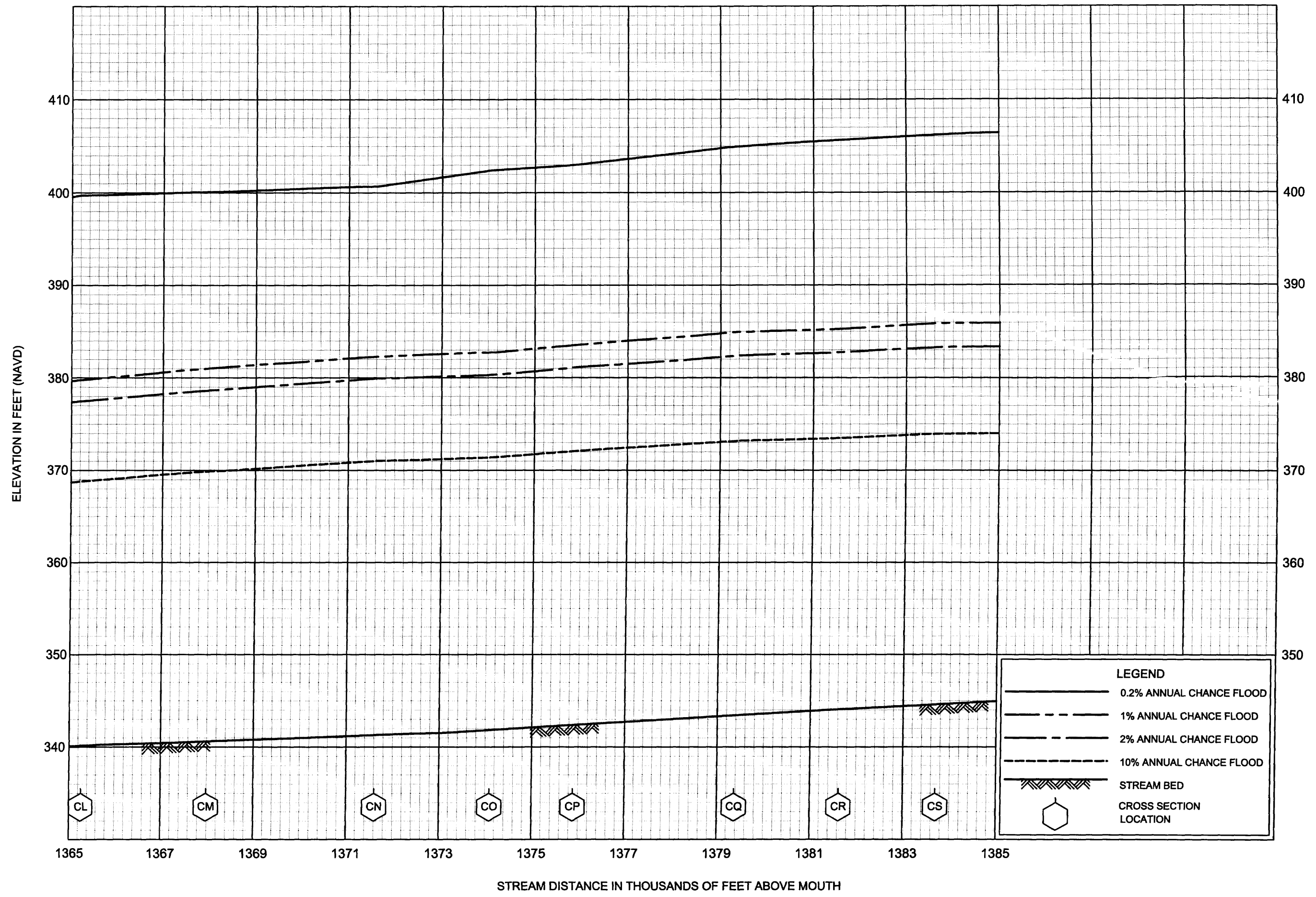




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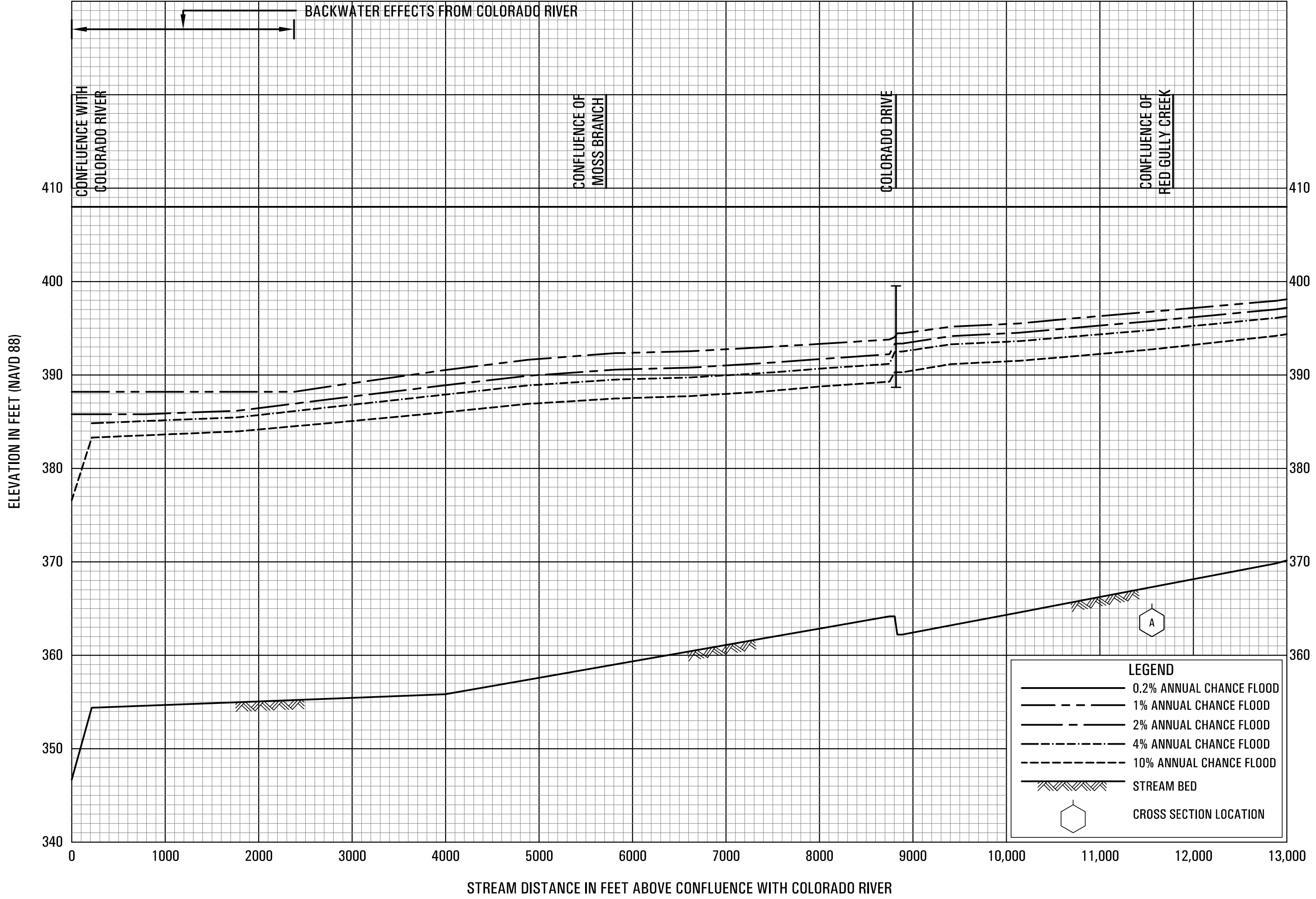
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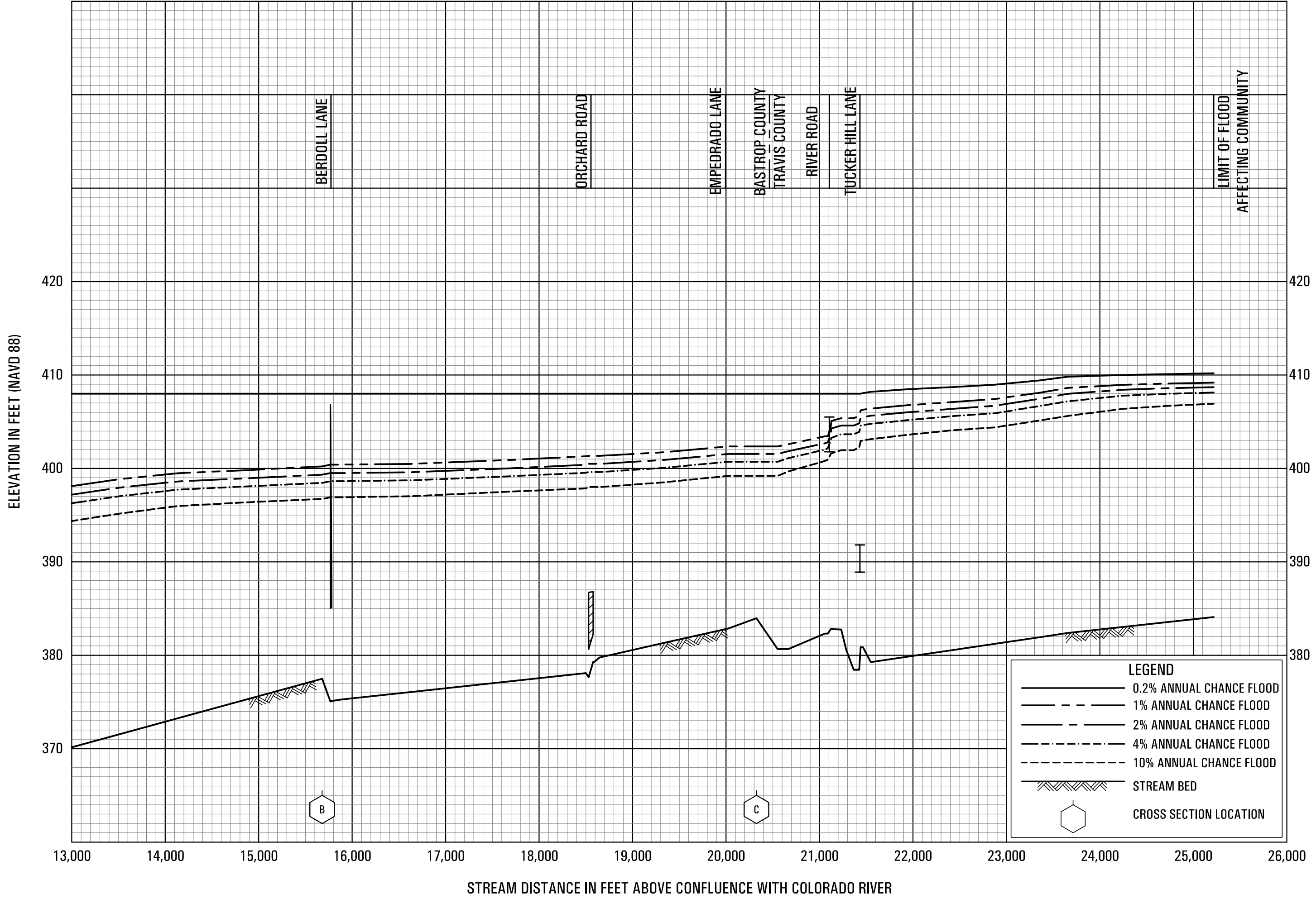


FLOOD PROFILES

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BASTROP COUNTY, TX
AND INCORPORATED AREAS

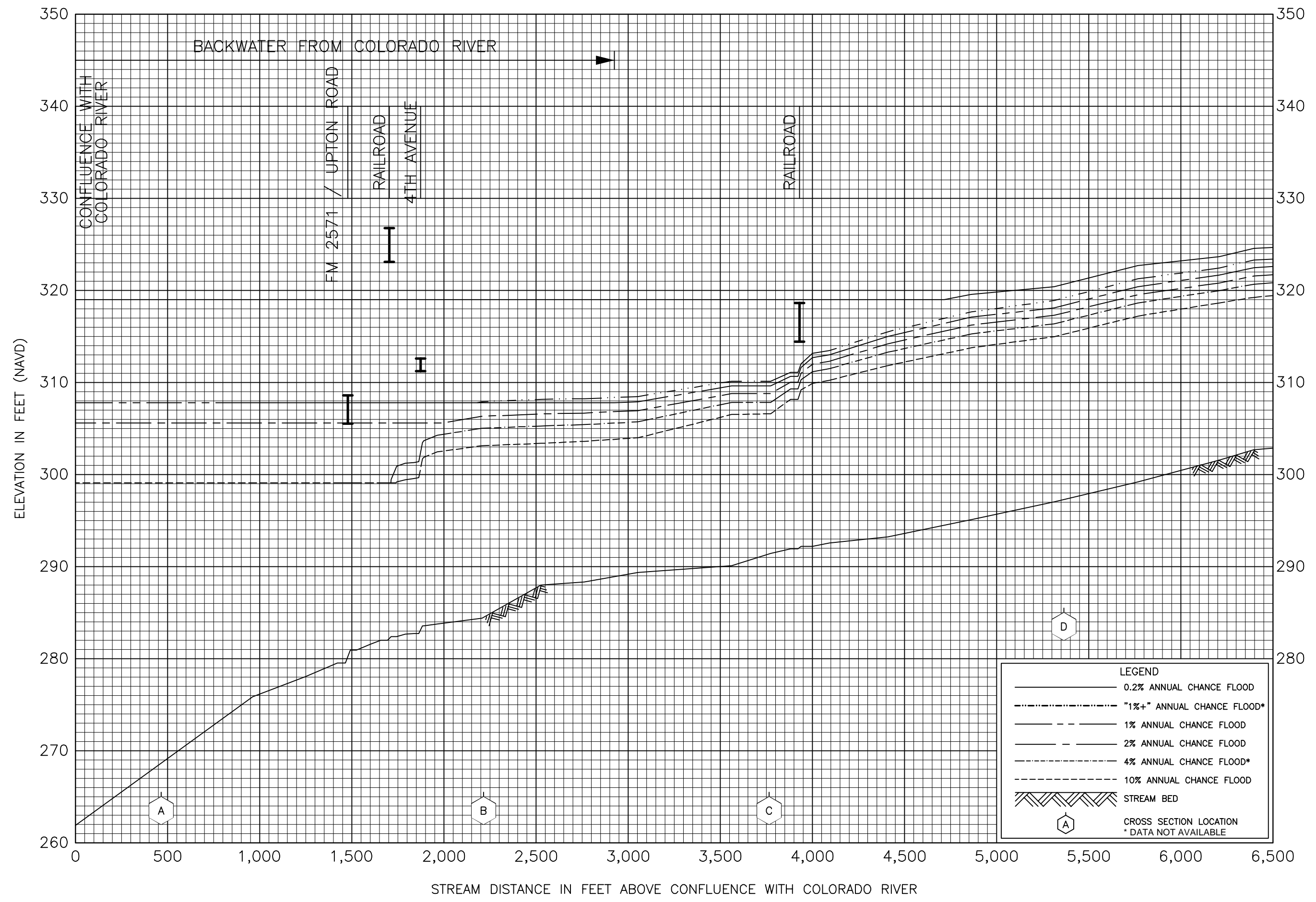


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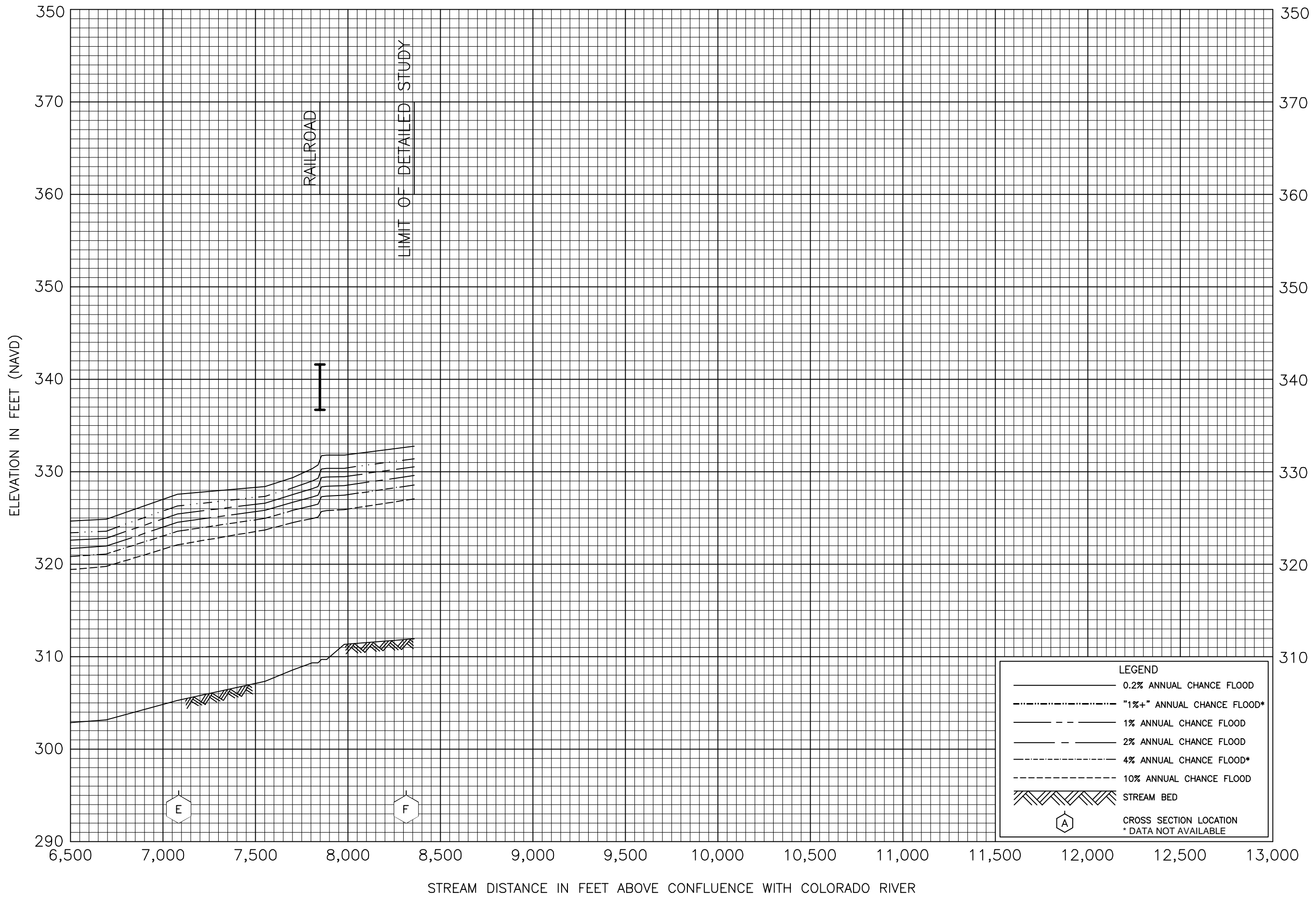
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FLOOD PROFILES
GAZLEY CREEK

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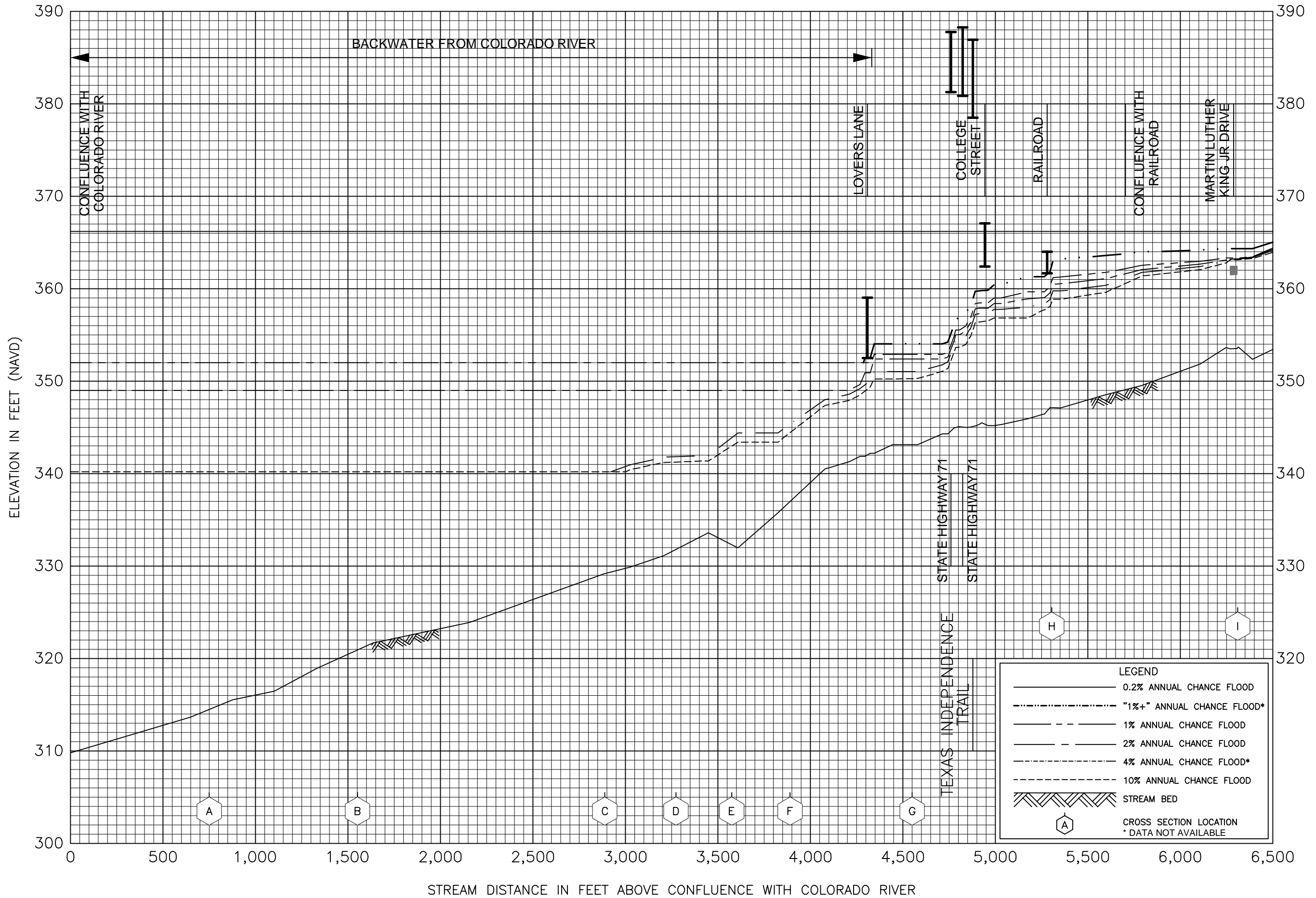
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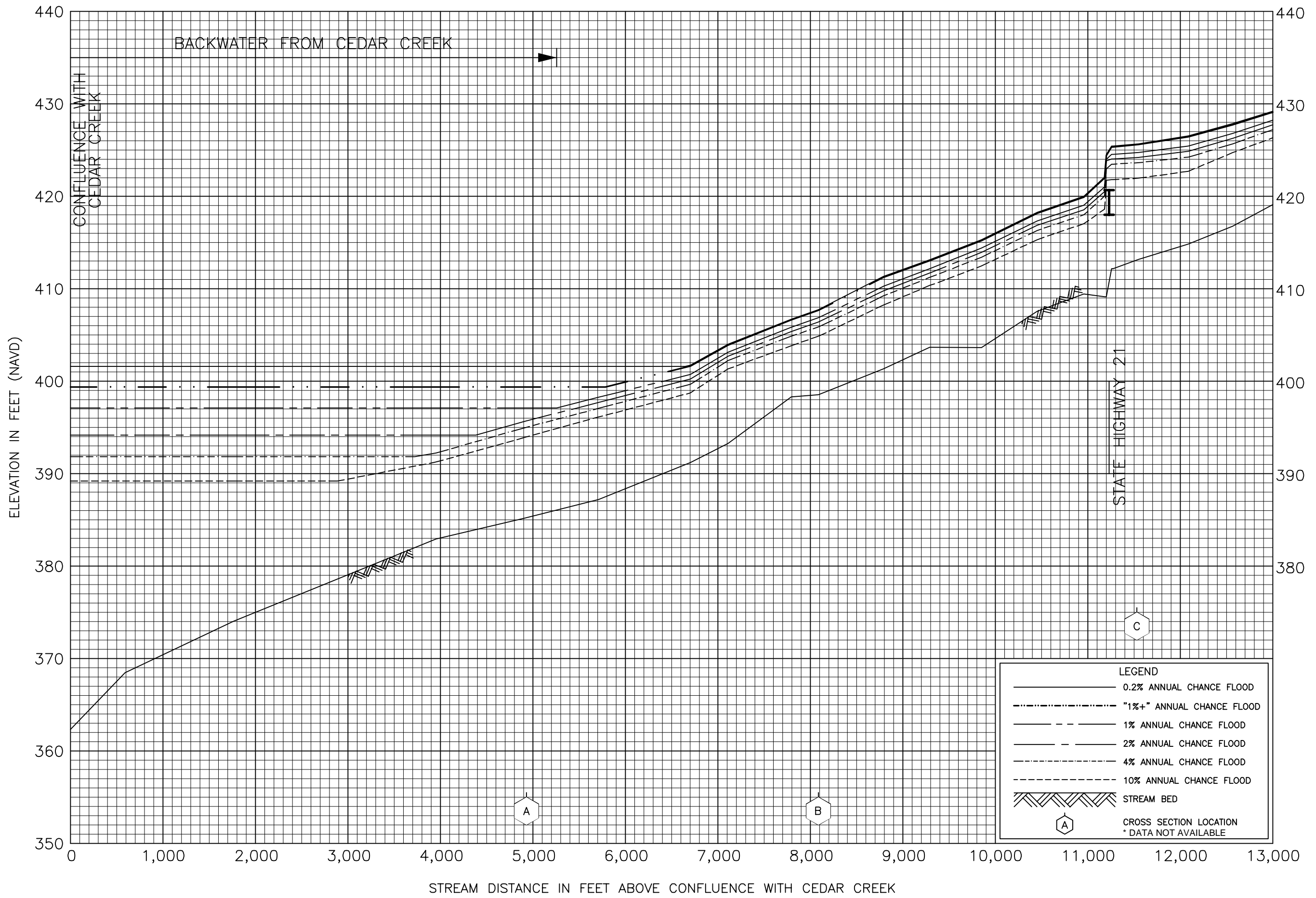
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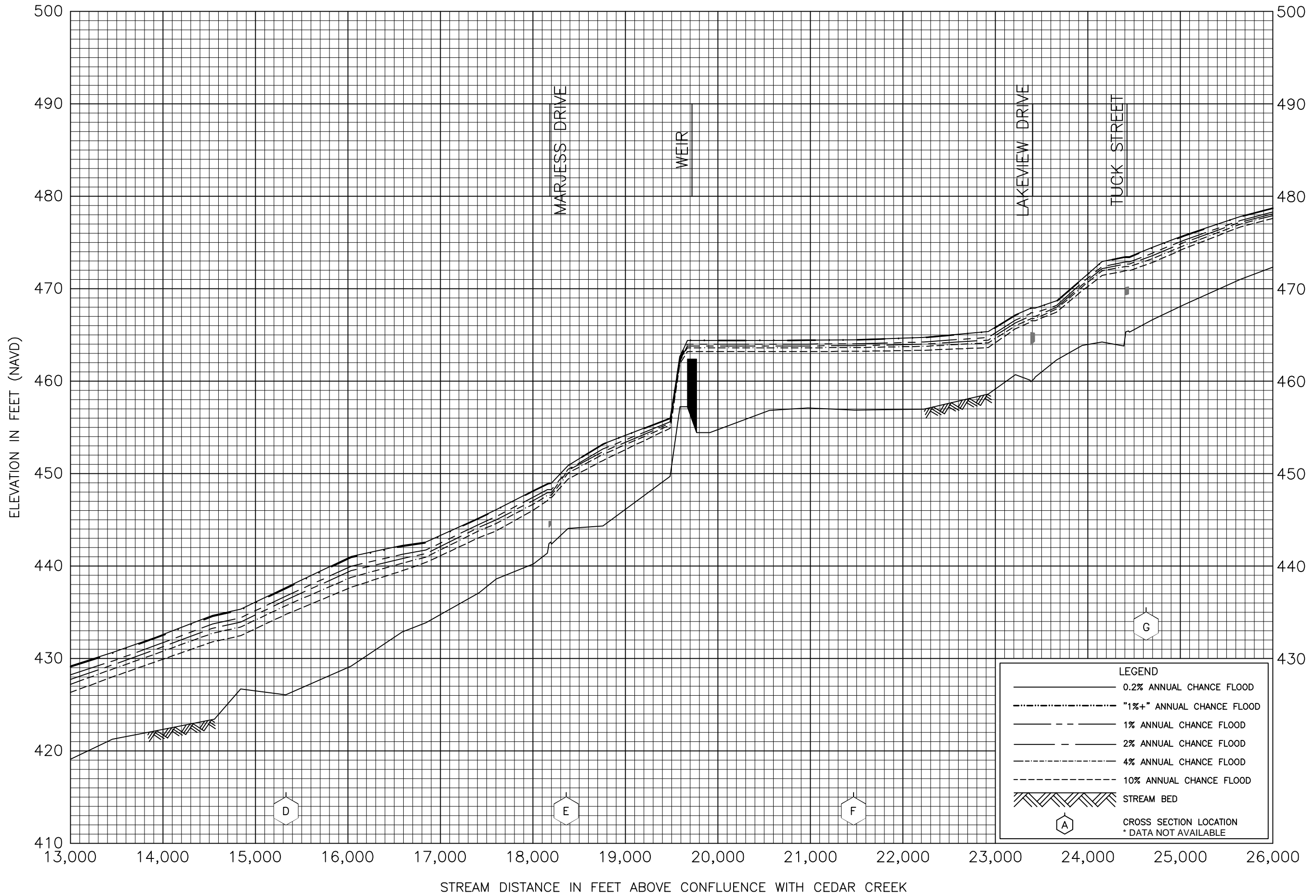
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GILLS BRANCH

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BASTROP COUNTY, TX
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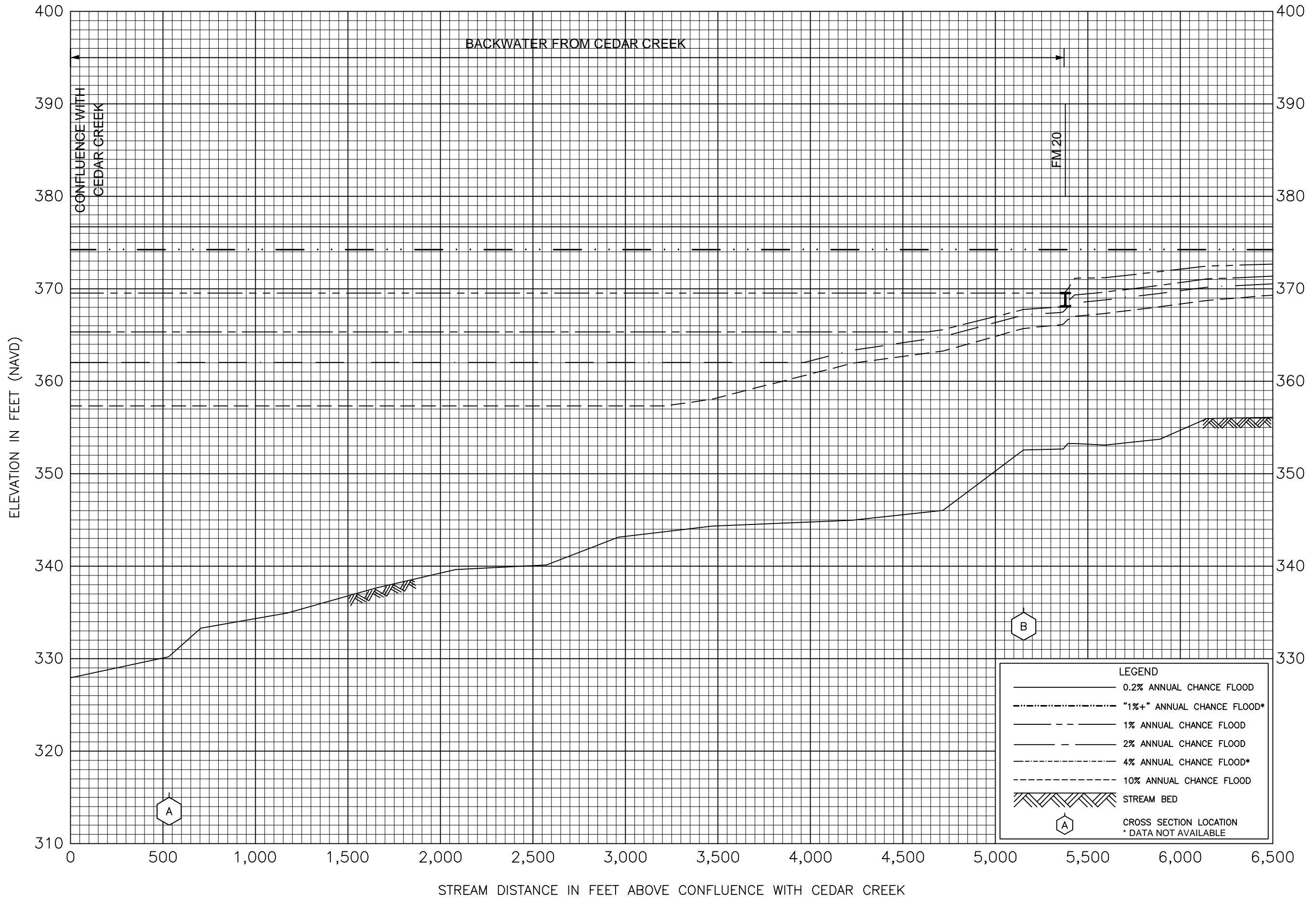
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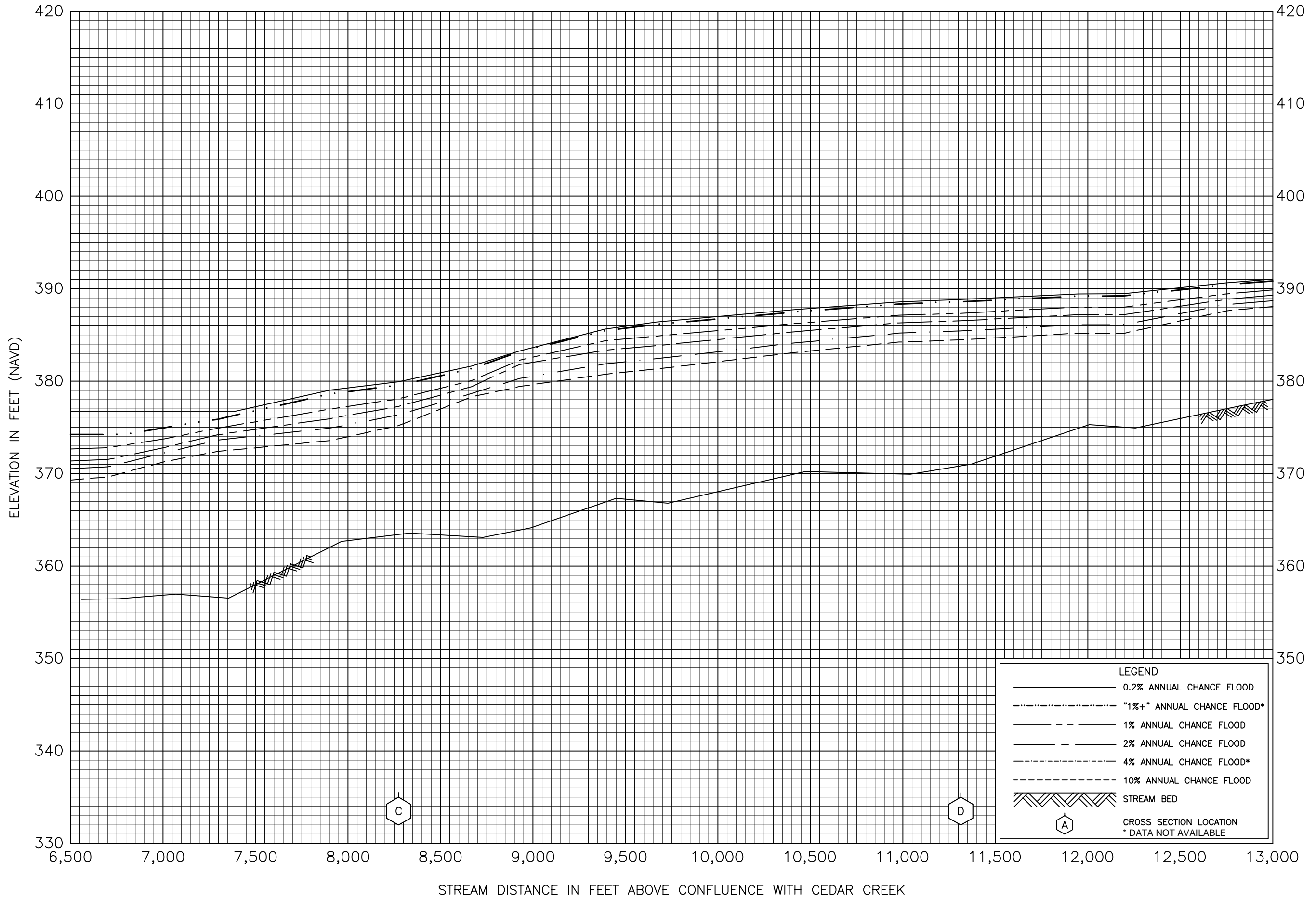
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AND INCORPORATED AREAS

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FLOOD PROFILES
LONG BRANCH

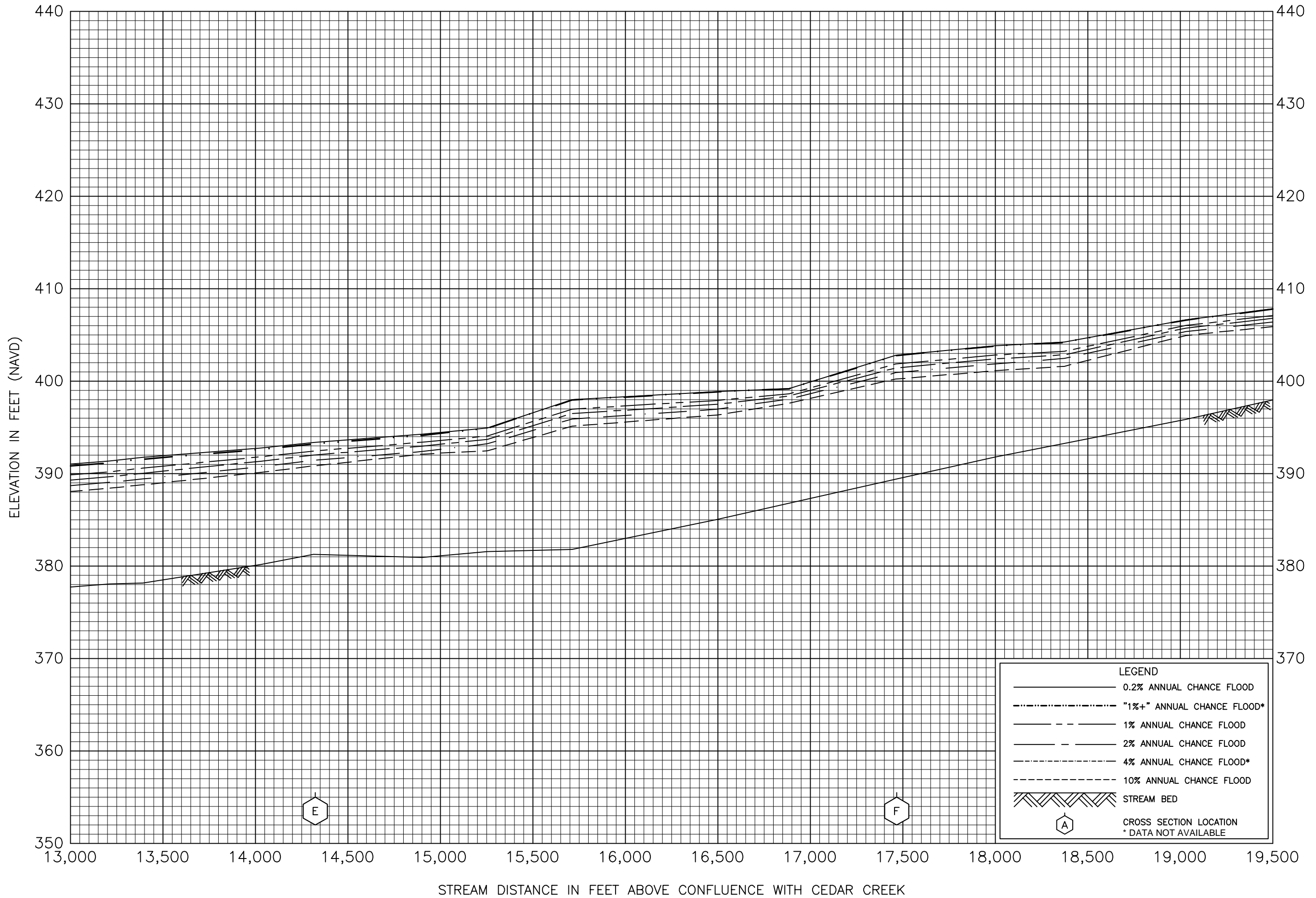
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FLOOD PROFILES
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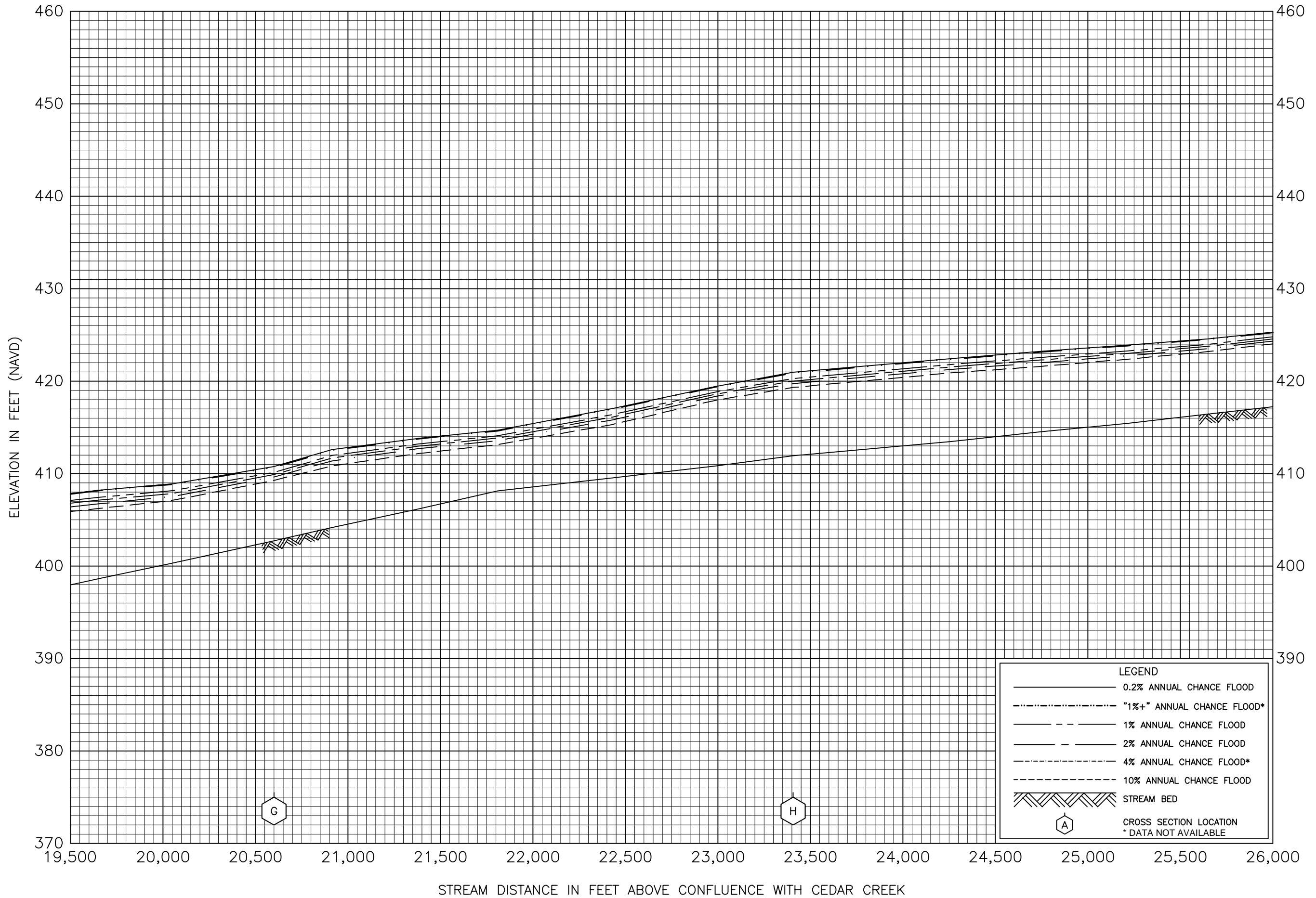
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FLOOD PROFILES
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BASTROP COUNTY, TX
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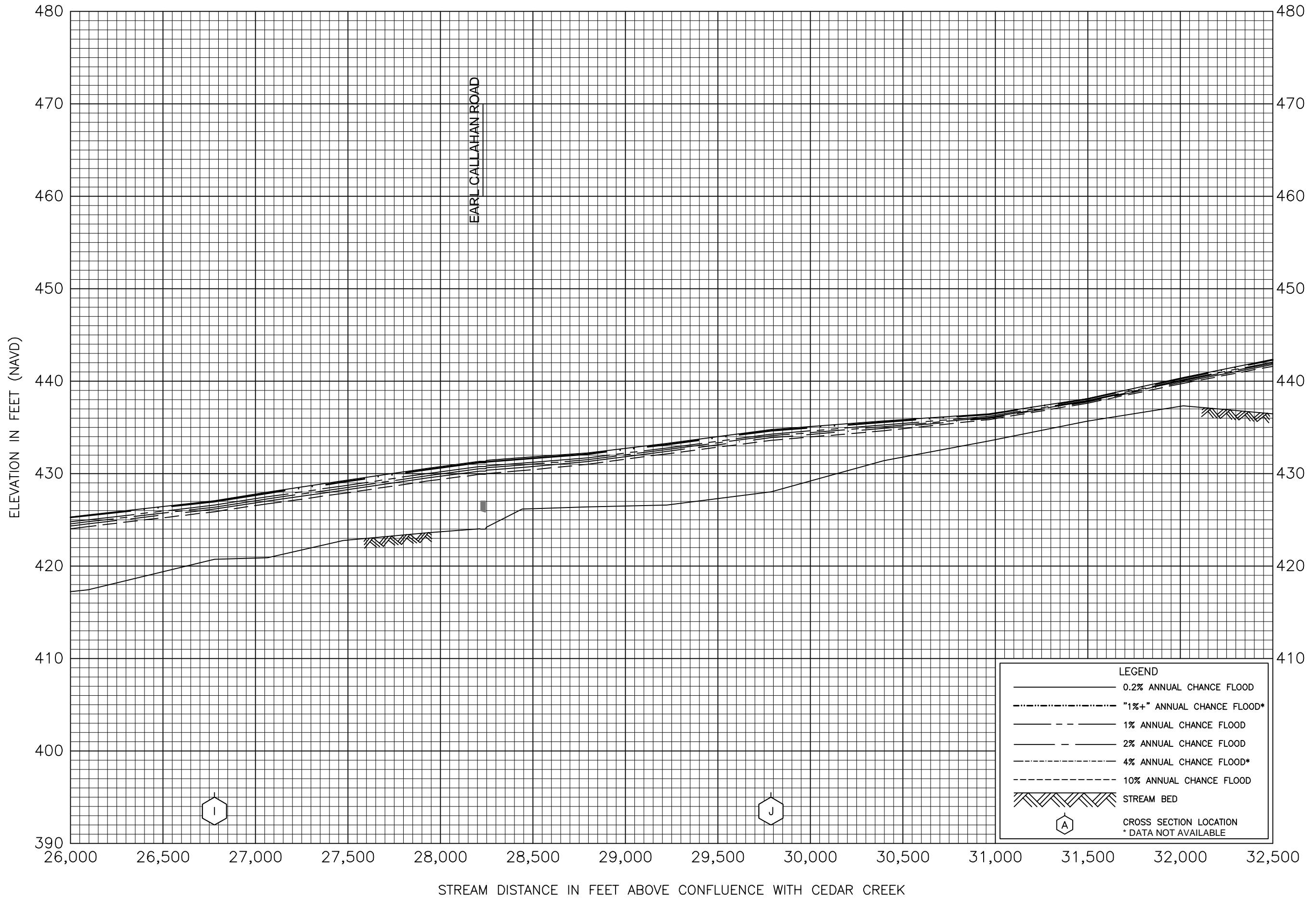
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FLOOD PROFILES
LONG BRANCH

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

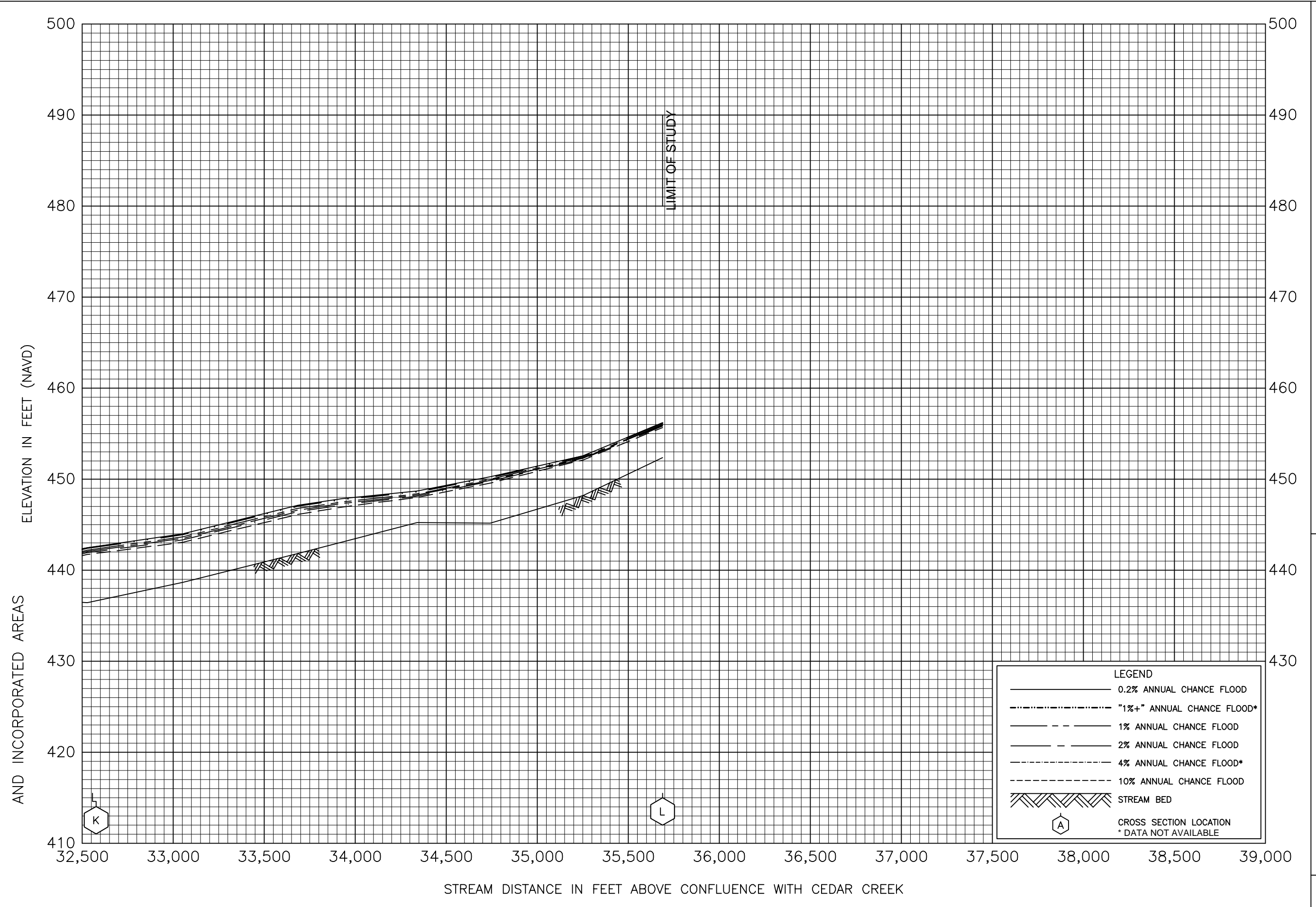
38P



FLOOD PROFILES
LONG BRANCH

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

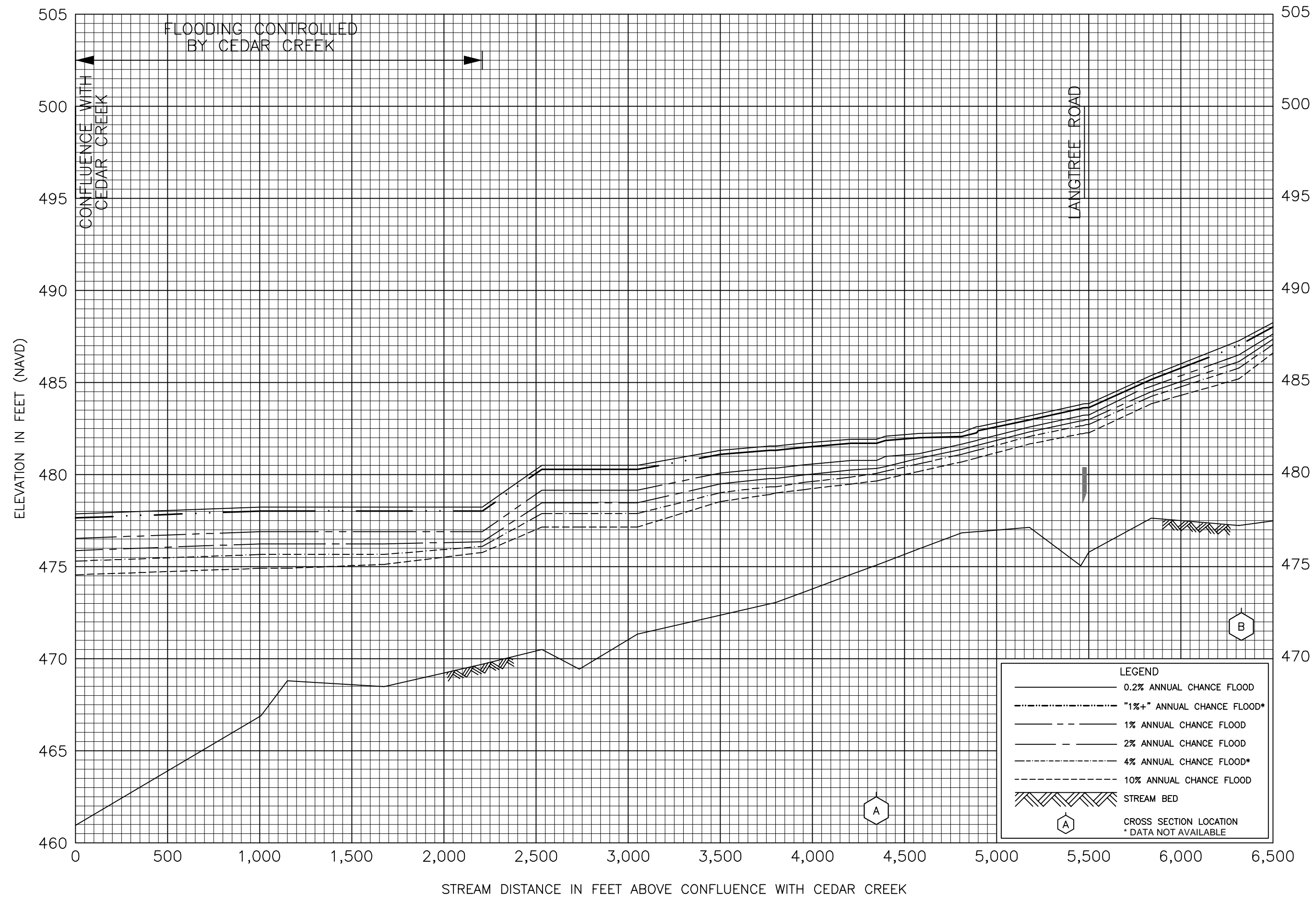
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FLOOD PROFILES
LONG BRANCH

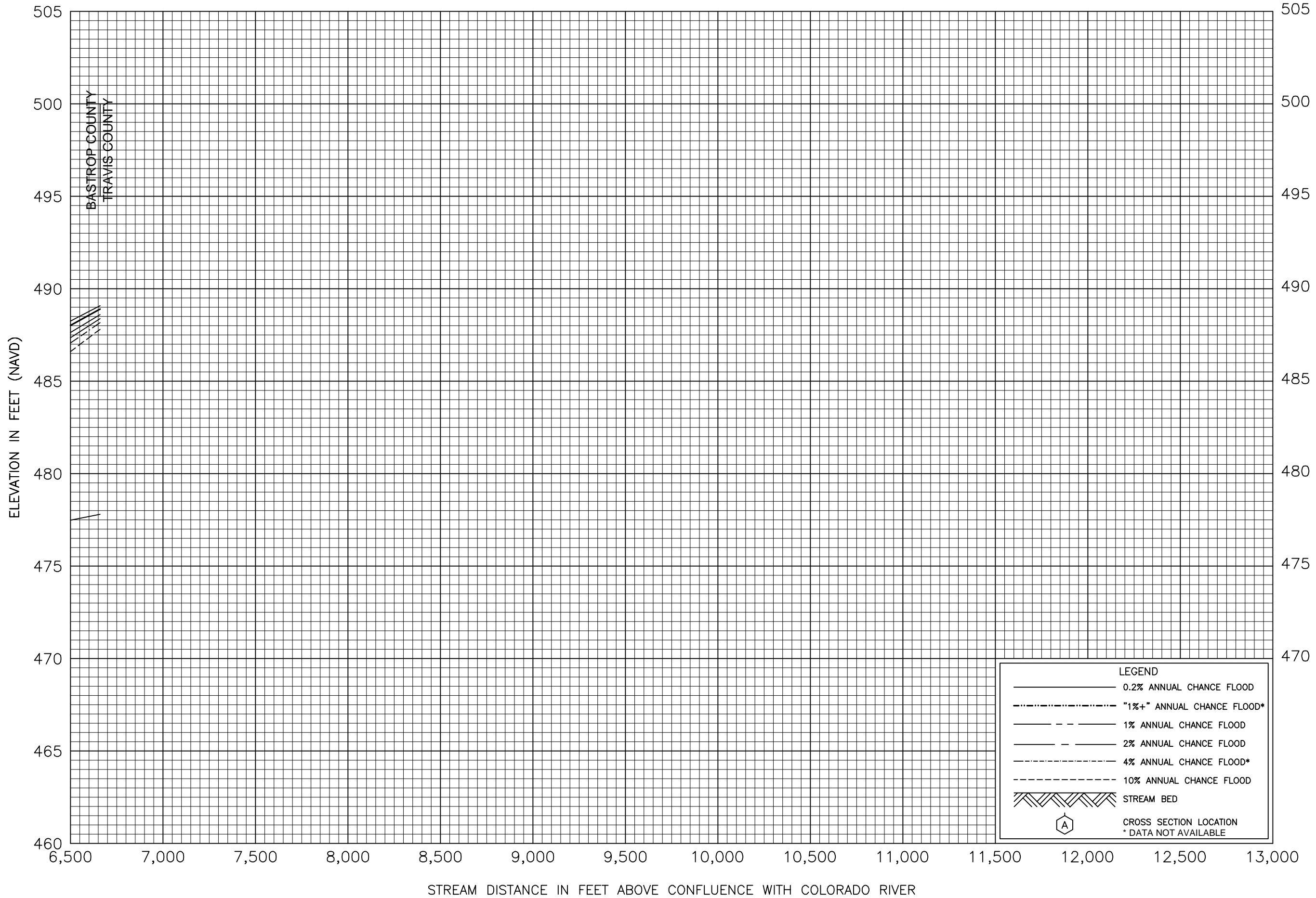
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

40P



FLOOD PROFILES
LYTTON SPRINGS CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

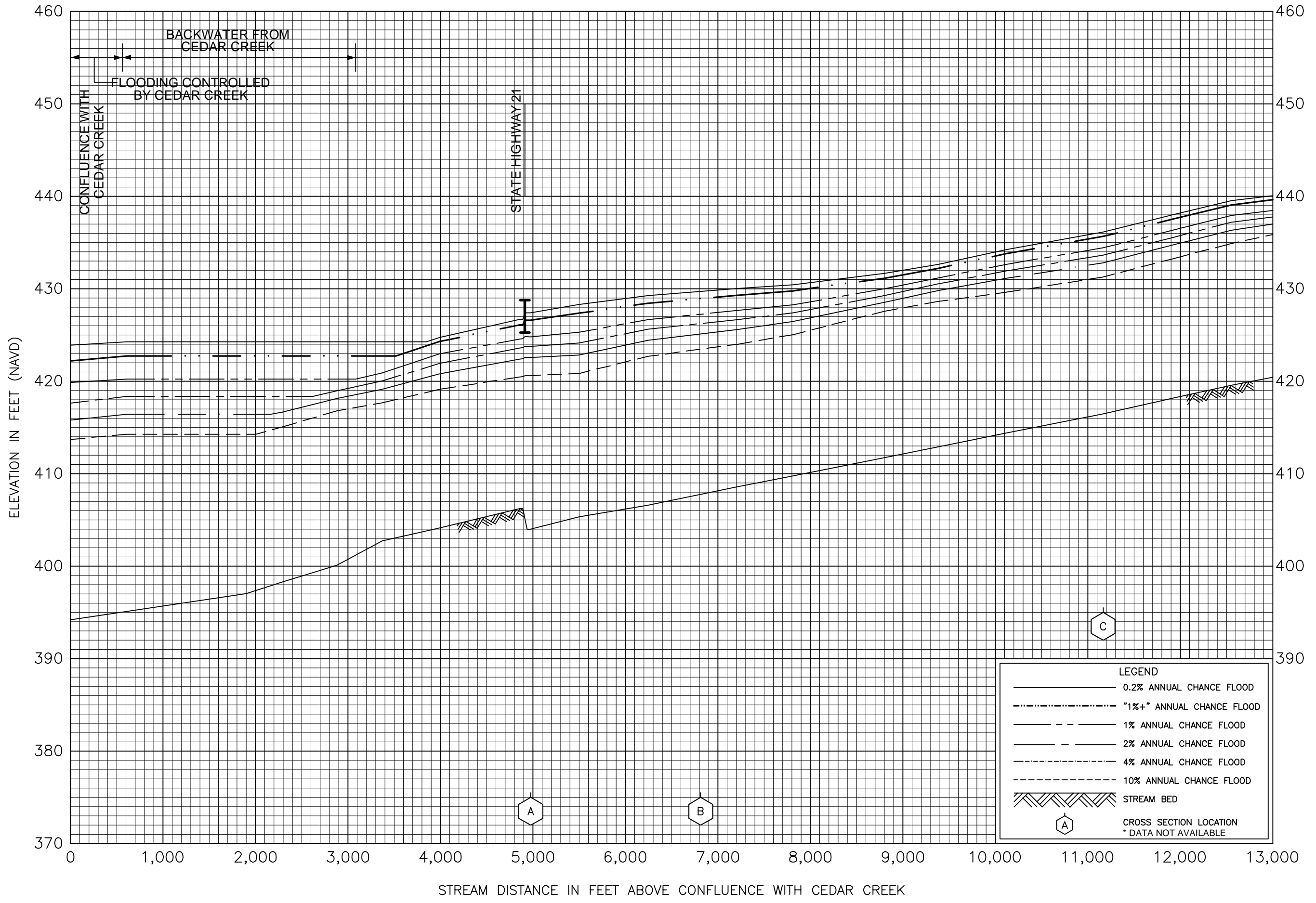


BASTROP COUNTY
TRAVIS COUNTY

FLOOD PROFILES
LYTTON SPRINGS CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

42P

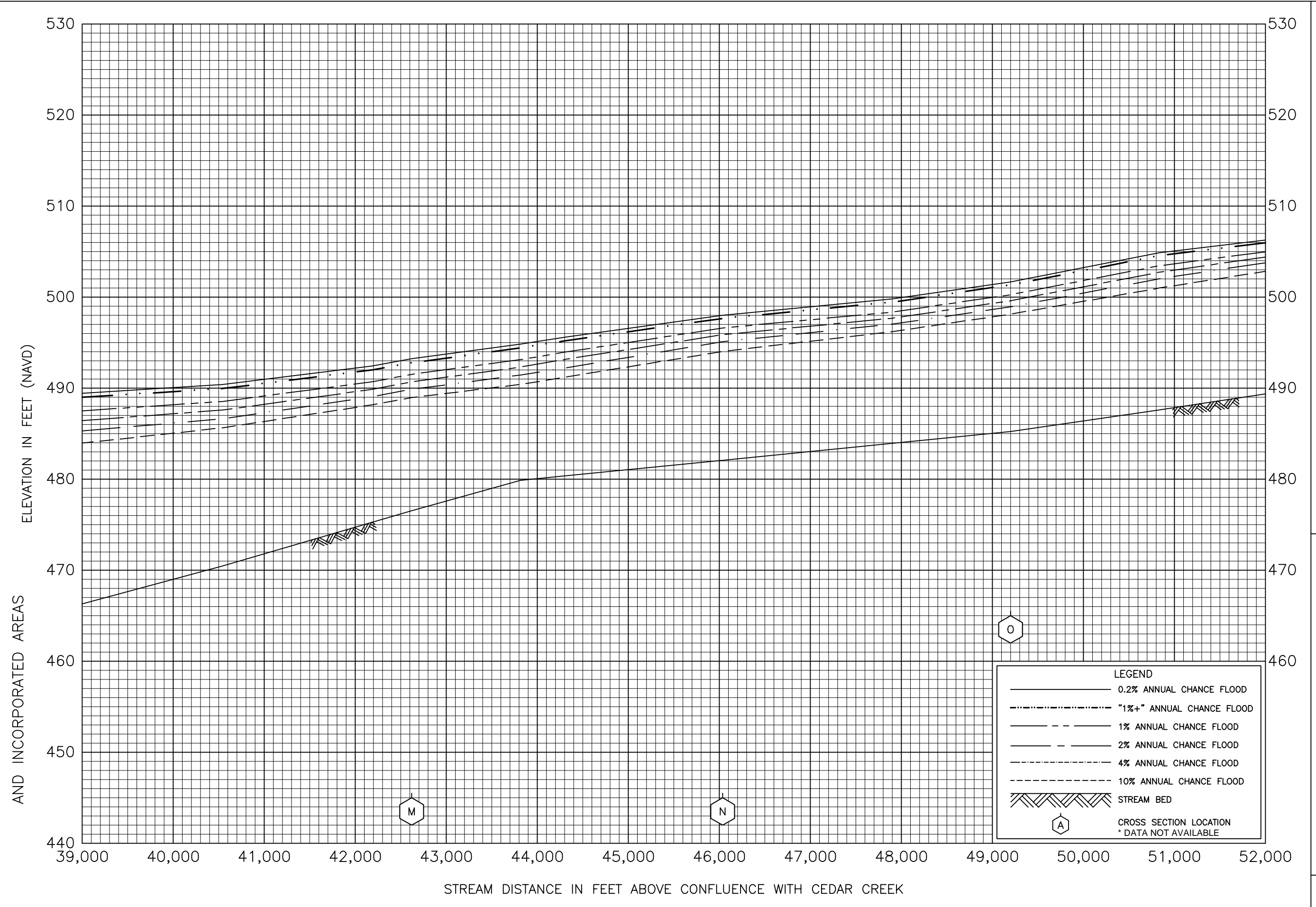


FLOOD PROFILES

MAHA CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

43P



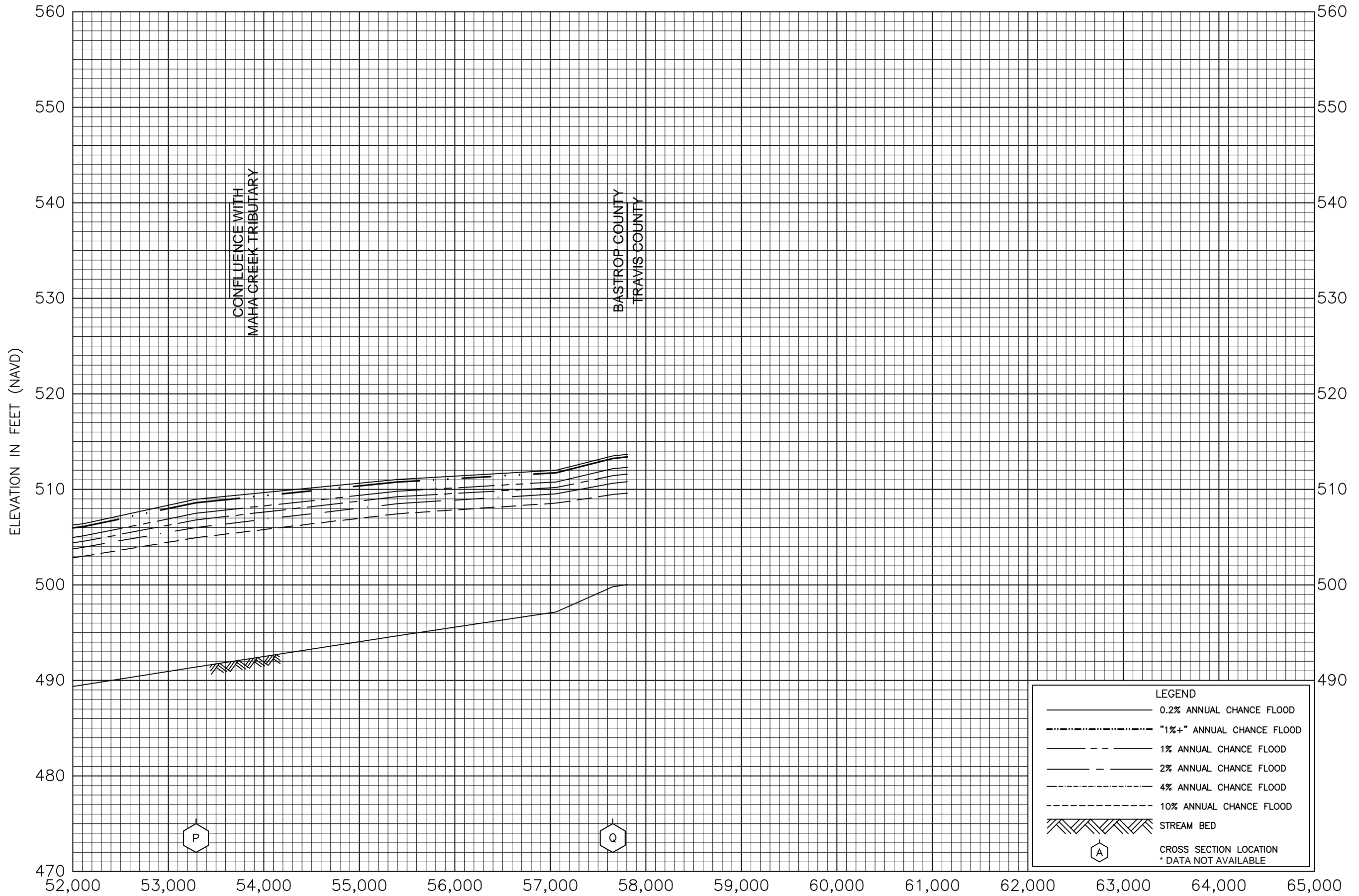
FLOOD PROFILES

MAHA CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

BASTROP COUNTY, TX
AND INCORPORATED AREAS

46P



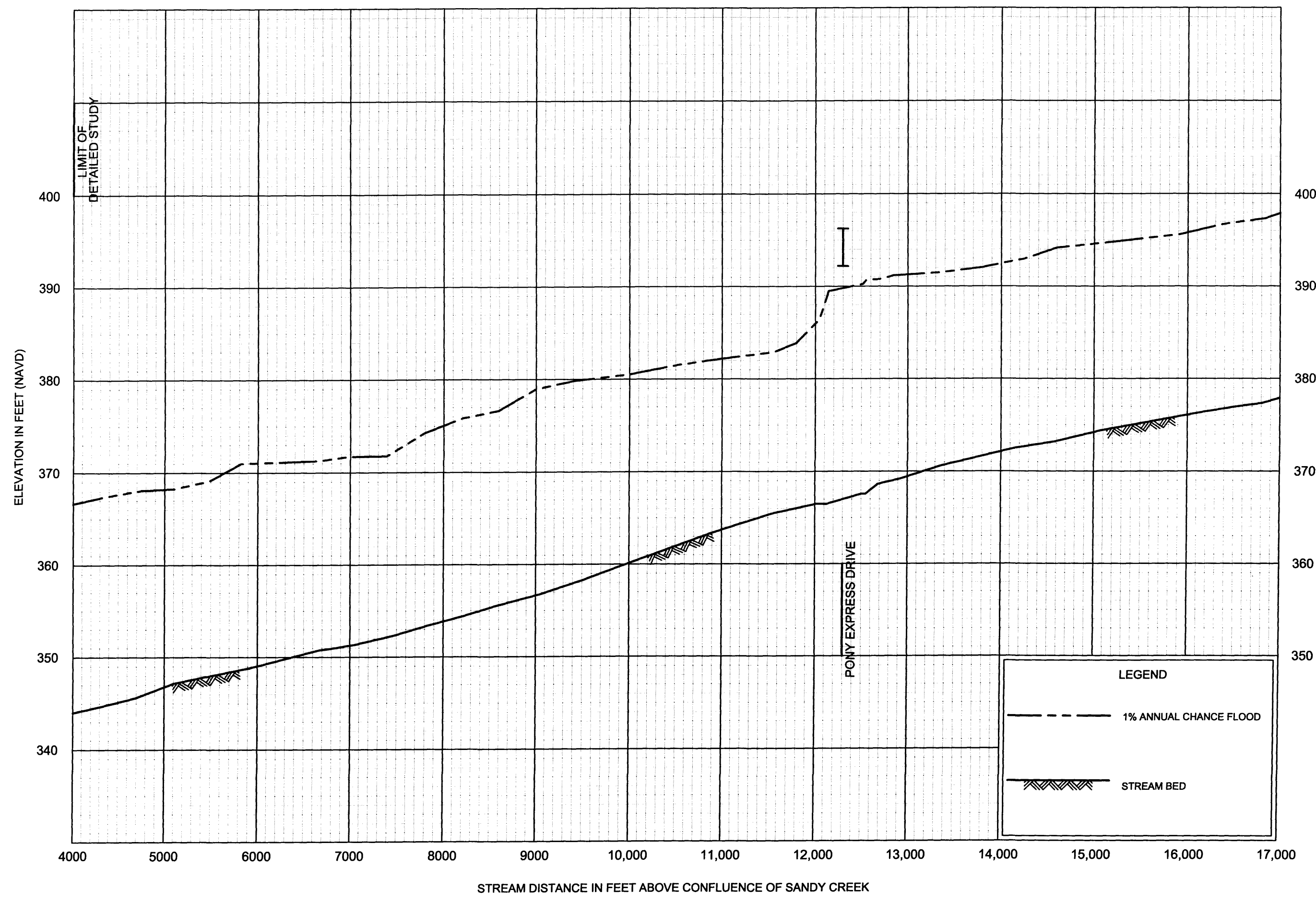
FLOOD PROFILES

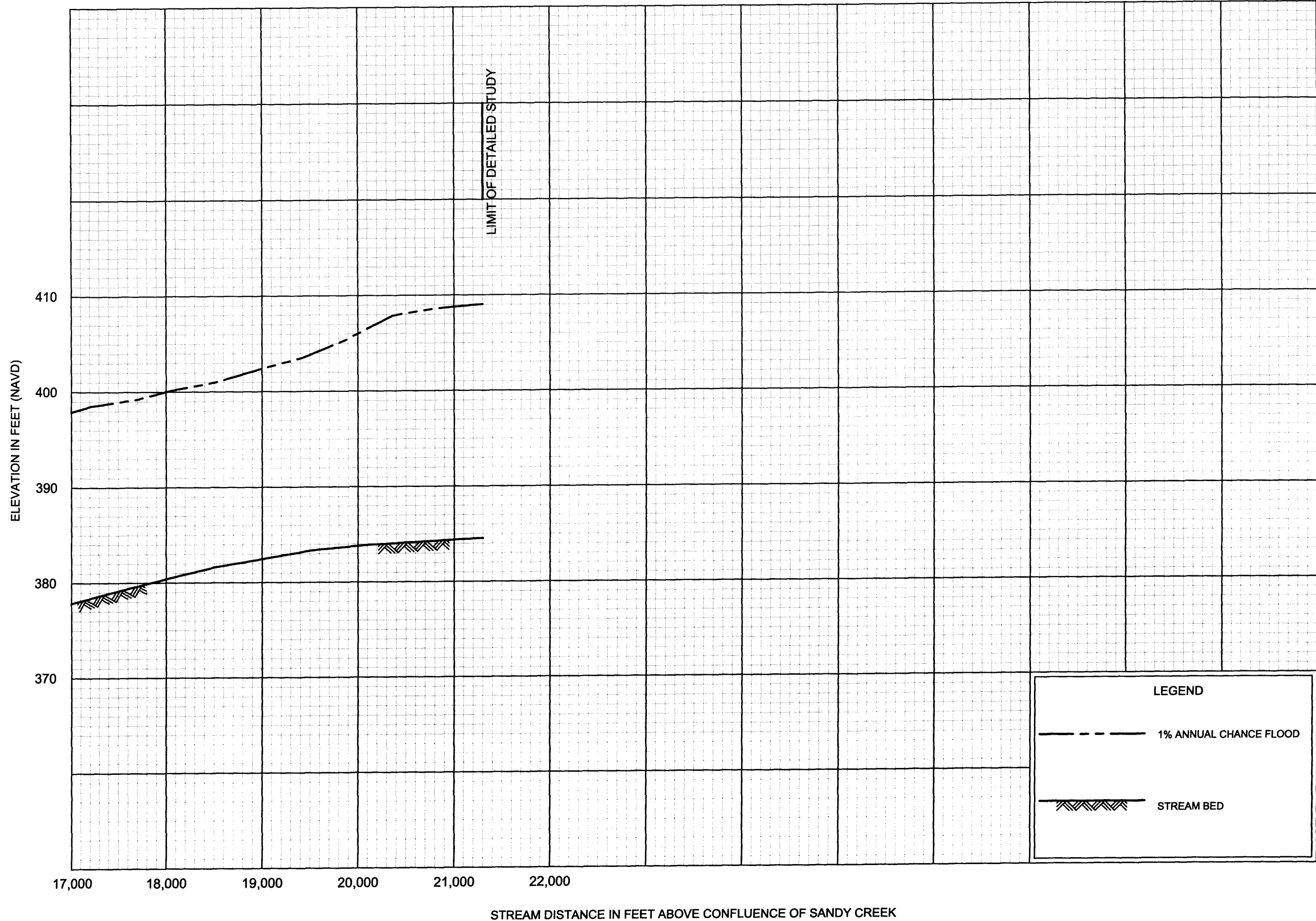
MAHA CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

47P

STREAM DISTANCE IN FEET ABOVE CONFLUENCE WITH CEDAR CREEK



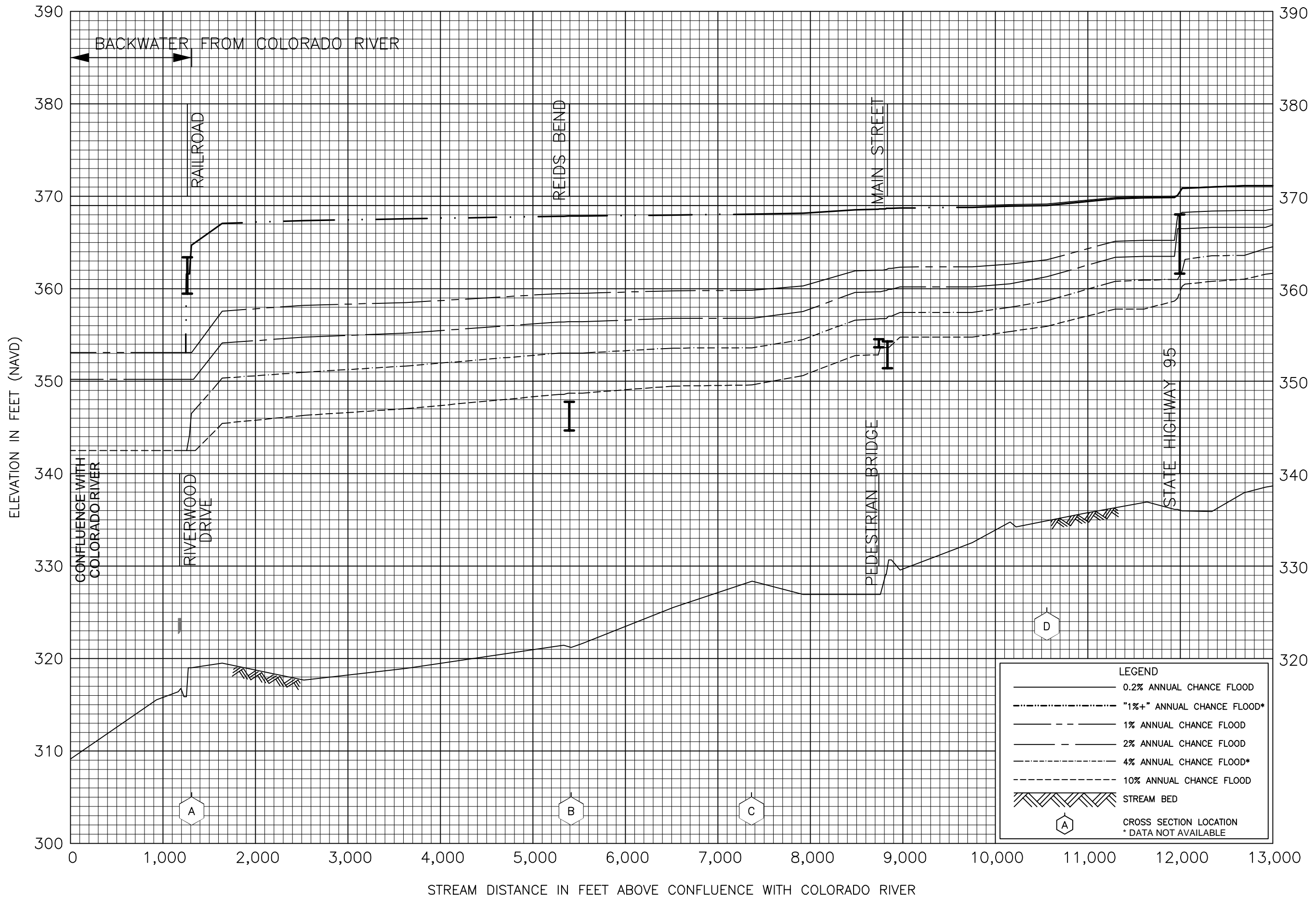


FLOOD PROFILES

PINEY CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

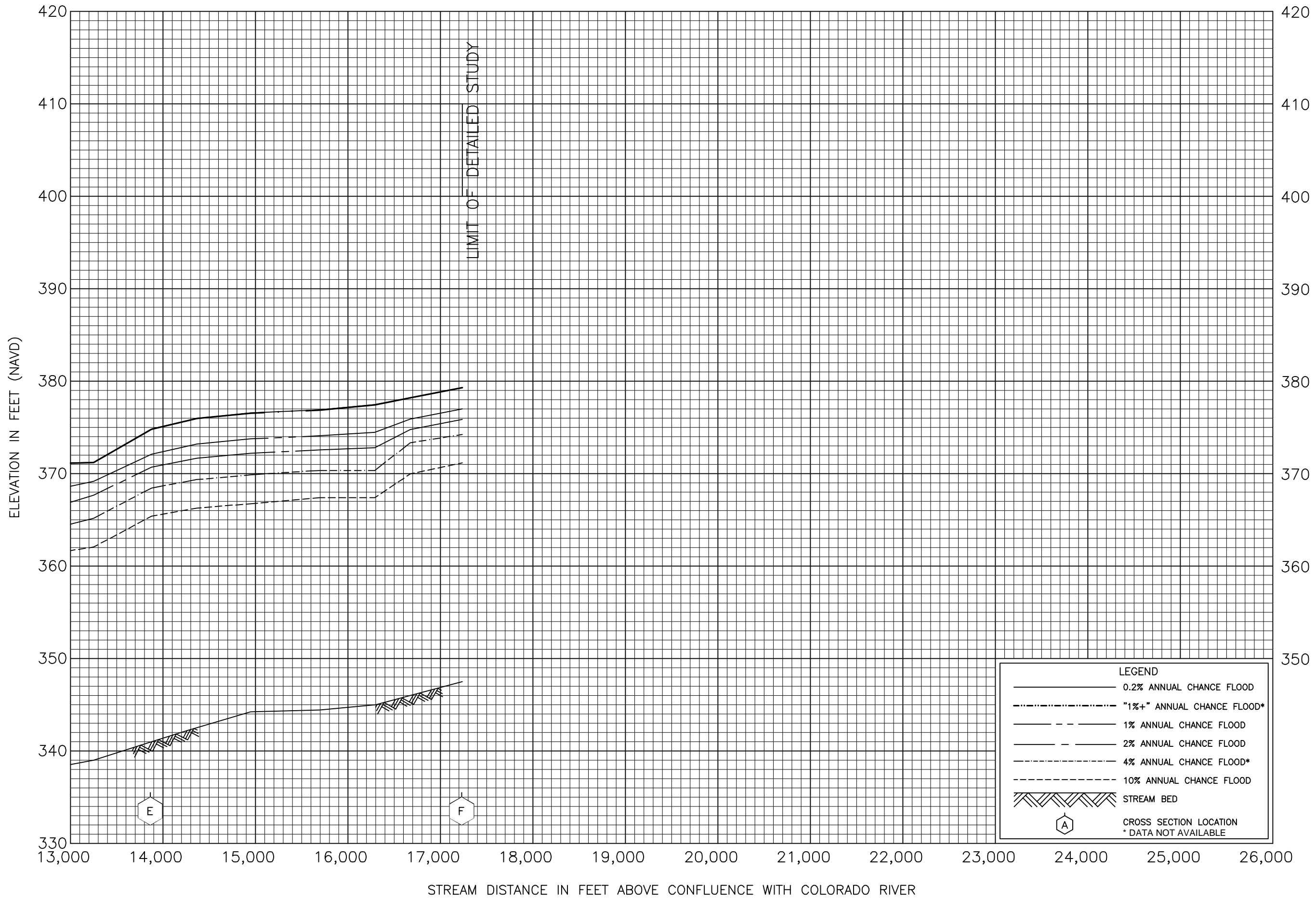
49P



FLOOD PROFILES
 PINEY CREEK NORTH

FEDERAL EMERGENCY MANAGEMENT AGENCY
 BASTROP COUNTY, TX
 AND INCORPORATED AREAS

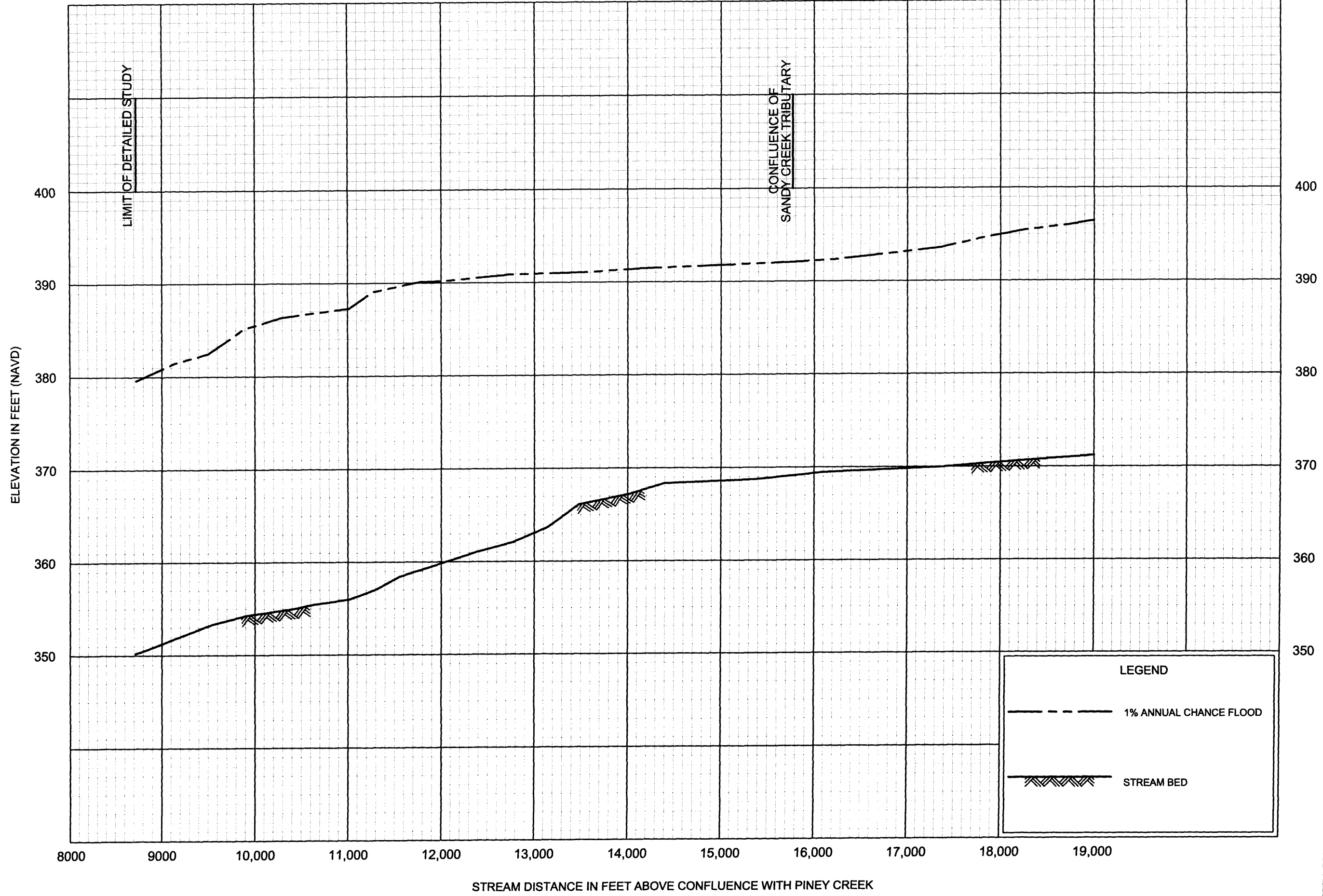
50P



FLOOD PROFILES
 PINEY CREEK NORTH

FEDERAL EMERGENCY MANAGEMENT AGENCY
 BASTROP COUNTY, TX
 AND INCORPORATED AREAS

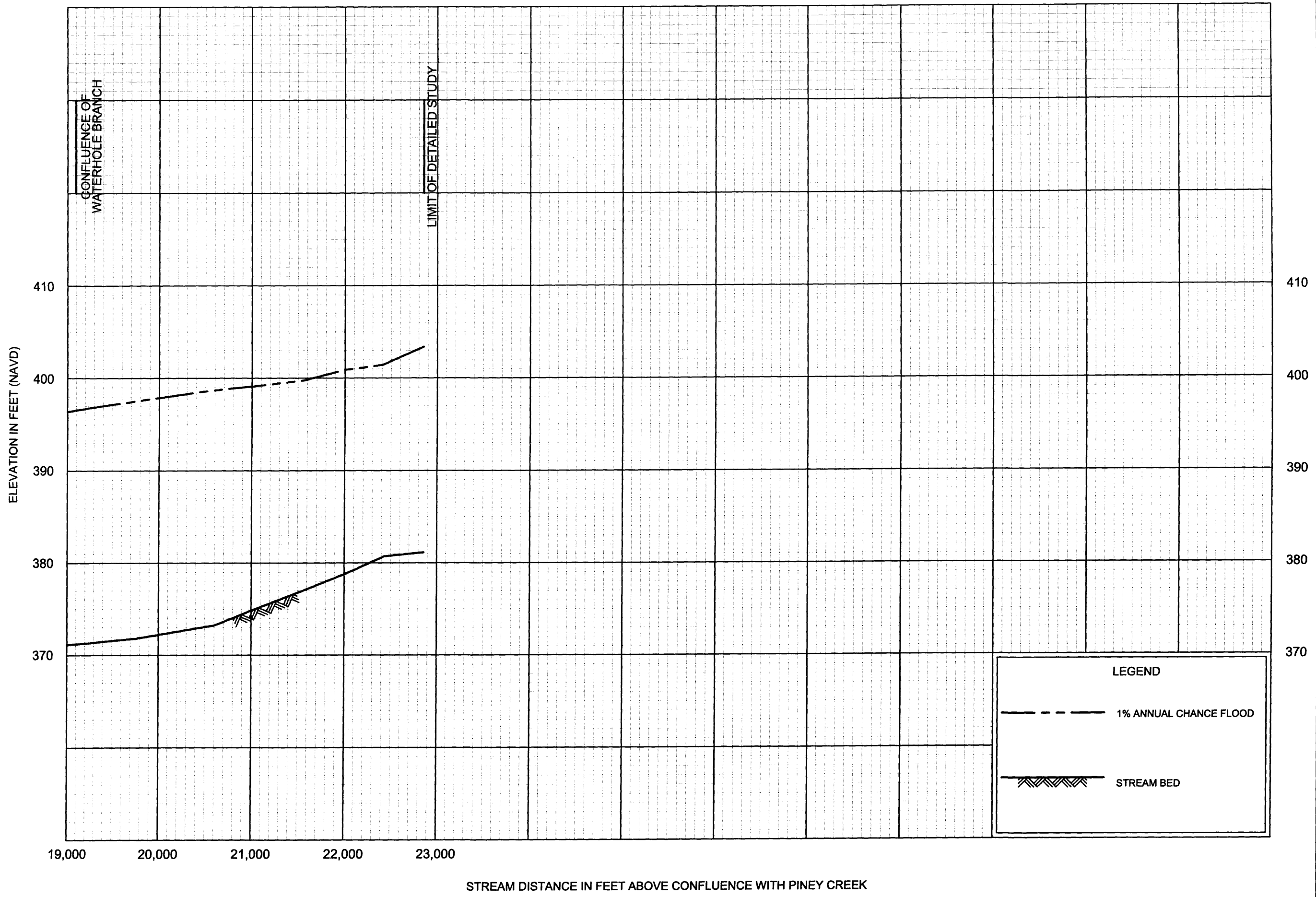
51P



FLOOD PROFILES
SANDY CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

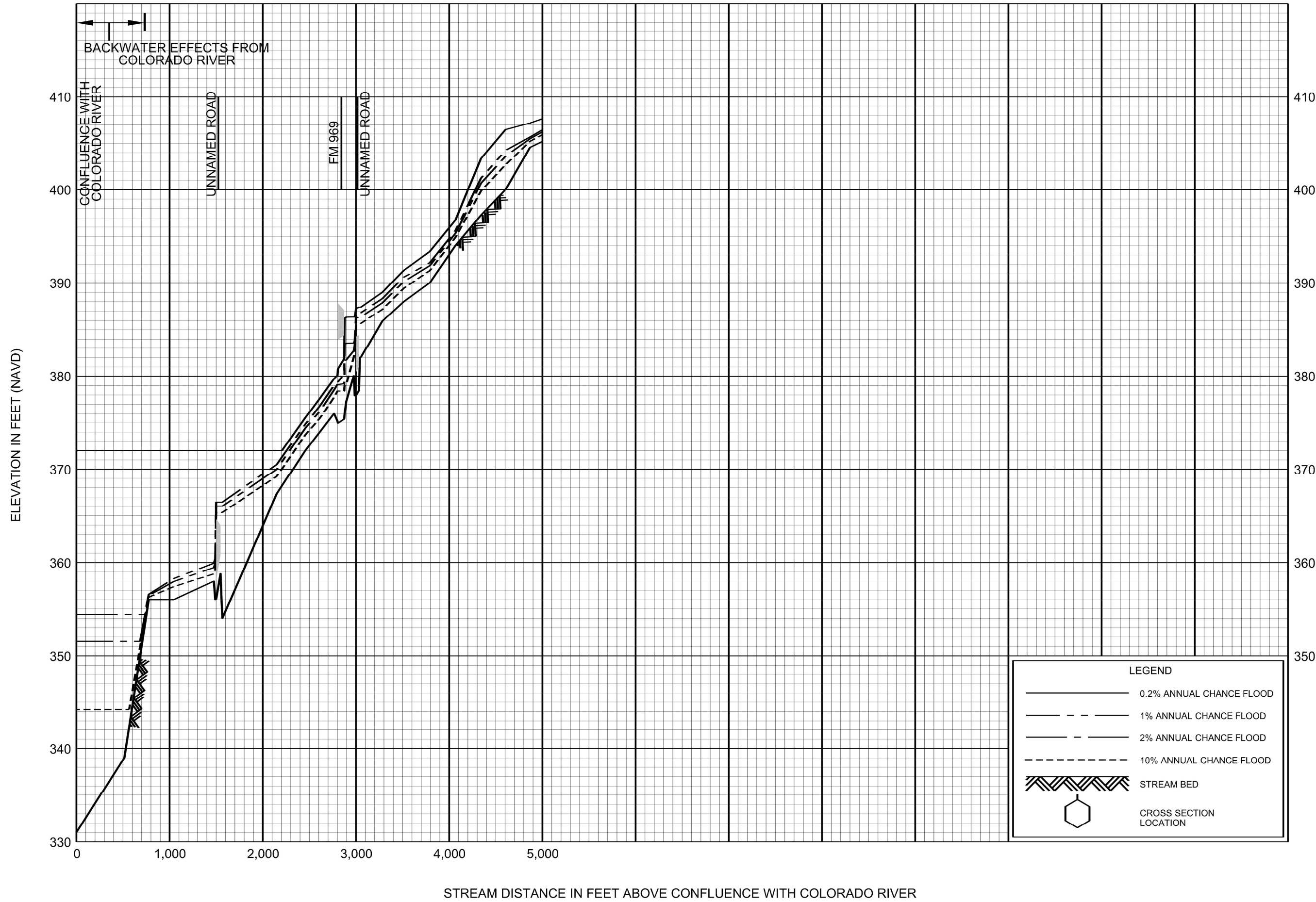
52P



FLOOD PROFILES
SANDY CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

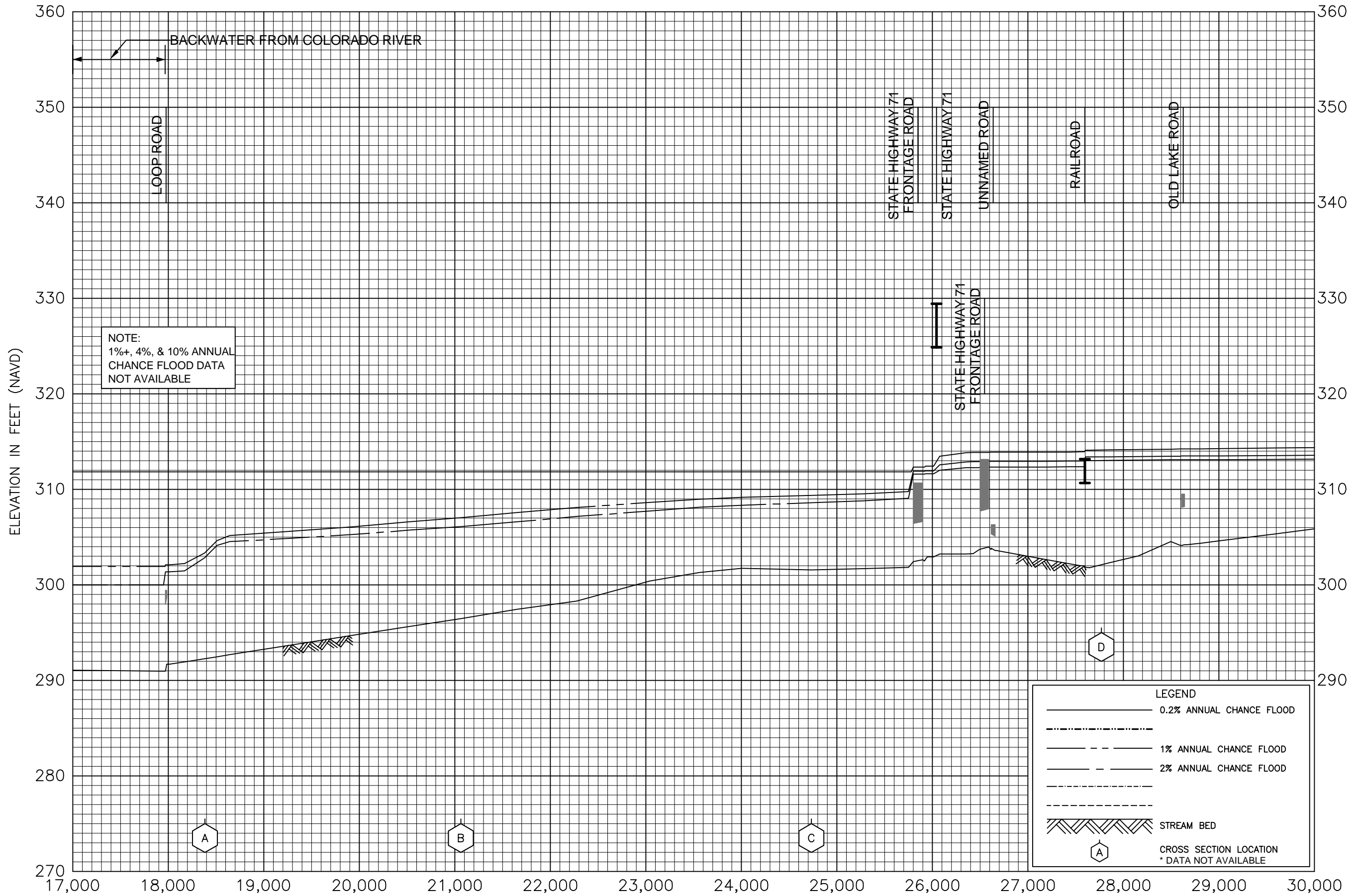
53P



FLOOD PROFILES
UNNAMED TRIBUTARY TO COLORADO RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

54P



NOTE:
 1%+, 4%, & 10% ANNUAL
 CHANCE FLOOD DATA
 NOT AVAILABLE

LEGEND

- 0.2% ANNUAL CHANCE FLOOD
- - - 1% ANNUAL CHANCE FLOOD
- · - 2% ANNUAL CHANCE FLOOD
- ▨ STREAM BED
- ⬡ CROSS SECTION LOCATION
* DATA NOT AVAILABLE

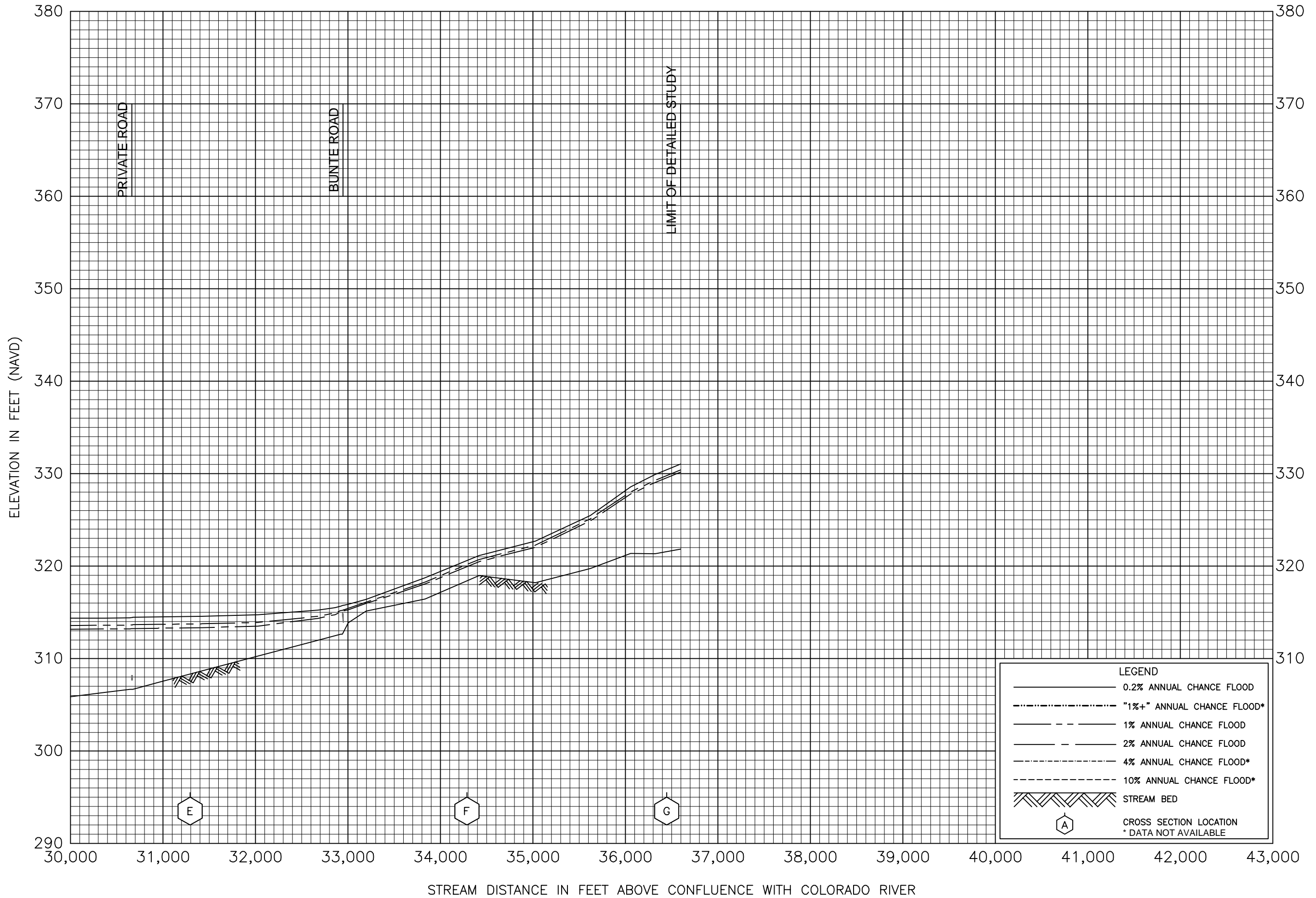
*DOWNSTREAM FLOODING CONTROLLED
 BY COLORADO RIVER

STREAM DISTANCE IN FEET ABOVE CONFLUENCE WITH COLORADO RIVER

FLOOD PROFILES
 WILLOW CREEK

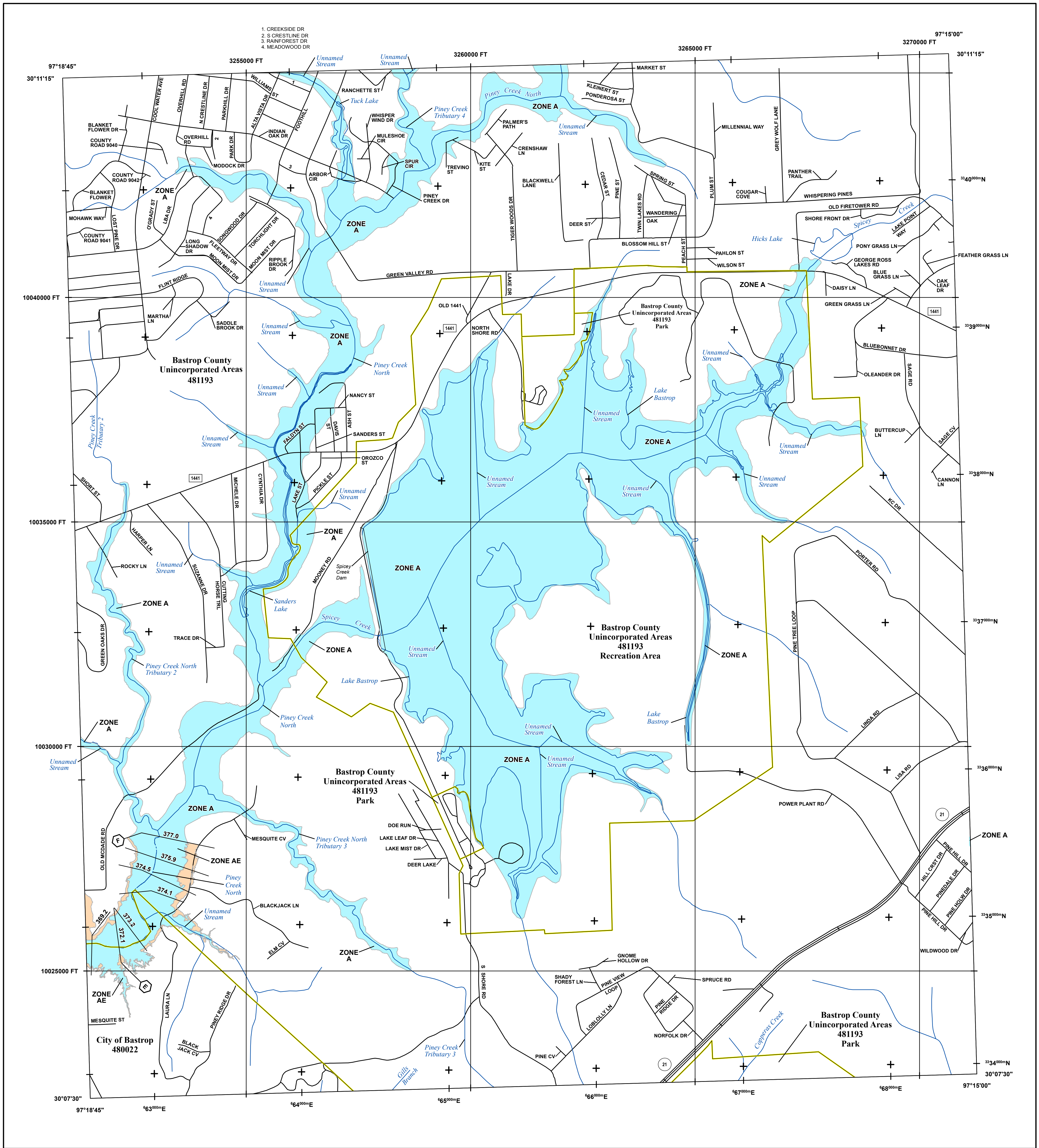
FEDERAL EMERGENCY MANAGEMENT AGENCY
 BASTROP COUNTY, TX
 AND INCORPORATED AREAS

56P



FLOOD PROFILES
WILLOW CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
	NO SCREEN Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	18.2 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

NOTES TO USERS

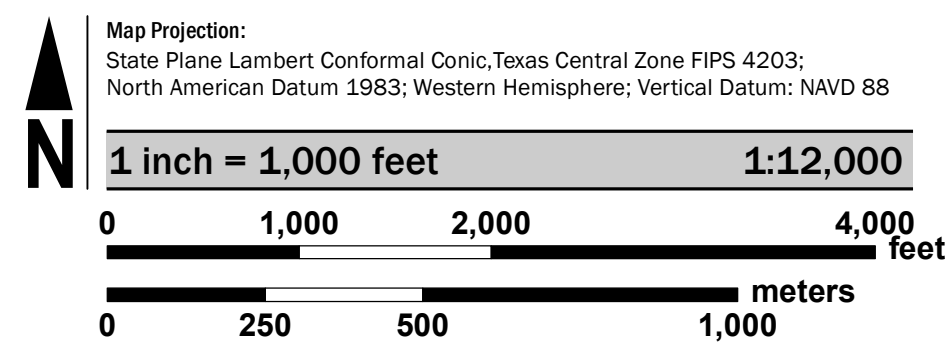
For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at <https://mfc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

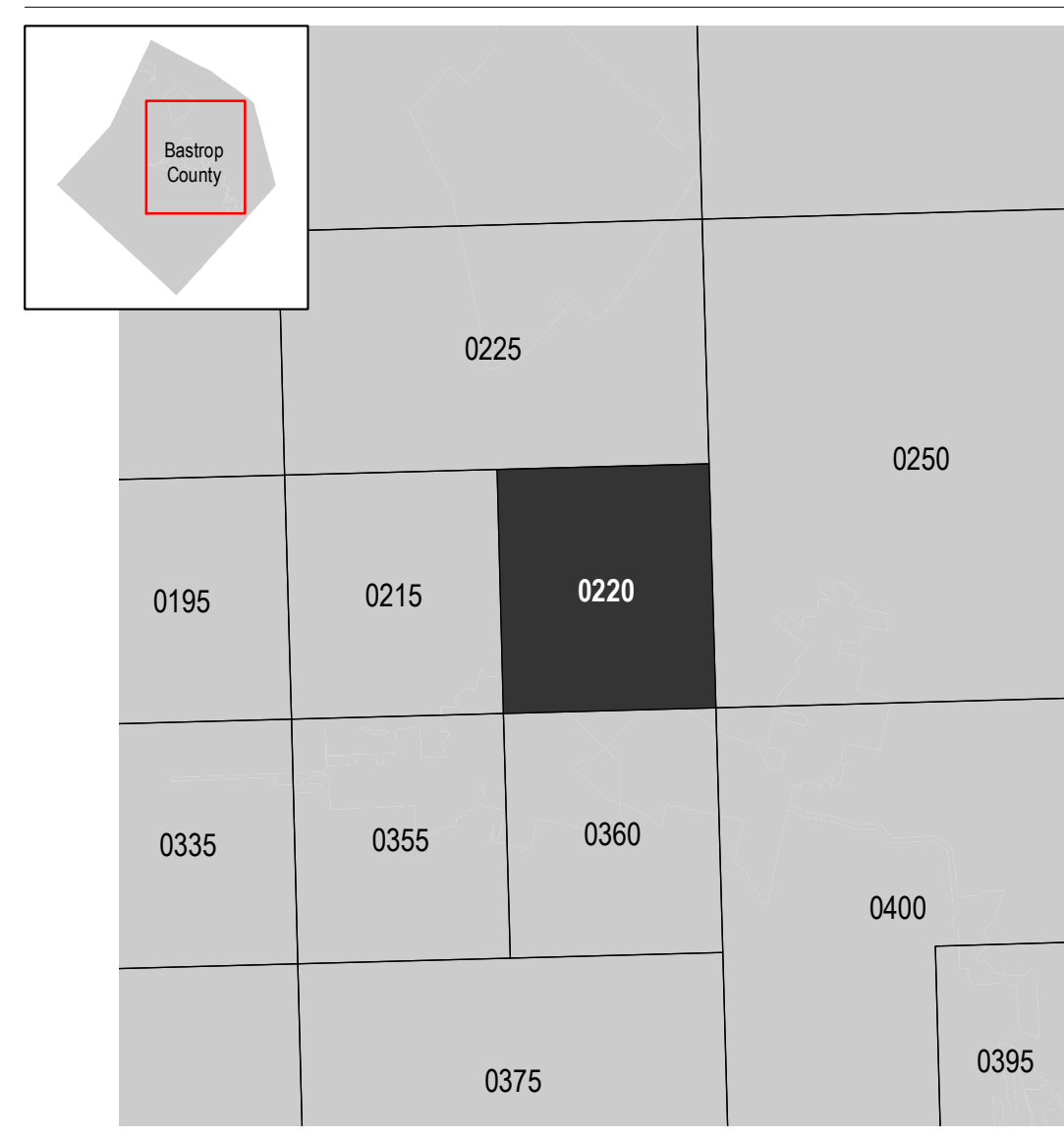
For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction. To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on the FIRM panels with effective date TBD was provided by the Texas Department of Transportation, dated 2016 and 2020; the Texas Parks and Wildlife Department, dated 2016; and the U.S. Geological Survey, dated 2020.

SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
BASTROP COUNTY, TEXAS
 and Incorporated Areas
PANEL 220 OF 625

Panel Contains:
 COMMUNITY: BASTROP COUNTY, BASTROP CITY OF
 NUMBER: 481193, 480022
 PANEL: 0220, 0220
 SUFFIX: F, F

PRELIMINARY
2/11/2021

VERSION NUMBER: 2.6.4.6
 MAP NUMBER: 48021C0220F
 MAP REVISED



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve Resolution No. R-2023-65 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Kevin Mawby to Place 1 and Ron Castaneda to Place 9 of the Main Street Board, 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-2023-65 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Kevin Mawby to Place 1 and Ron Castaneda to Place 9 of the Main Street Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS :

- Resolution

RESOLUTION NO. R-2023-65

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF KEVIN MAWBY TO PLACE 1 AND RON CASTANEDA TO PLACE 9 OF THE MAIN STREET BOARD, 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 Connie Schroeder has appointed Kevin Mawby to Place 1 and Ron Castaneda to Place 9 of the Main Street Board; 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 Connie Schroeder has appointed Kevin Mawby to Place 1 and Ron Castaneda to Place 9 of the Main Street Board; and

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder’s appointment of Kevin Mawby to Place 1 and Ron Castaneda to Place 9 of the Main Street Board.

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 25th day of April 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve Resolution No. R-2023-59 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with 71 Retail Partners LP for Bastrop Grove Section 3, Lots 9-19 as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to final plat lots within the approved section of the subdivision prior to the completion of all public improvements.

The cost estimates and scope of work included in the attached agreement has been reviewed by the necessary city staff. The Public Improvement Plans and final drainage plan has been approved by the City Engineer.

POLICY EXPLANATION:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Trey Job, Assistant City Manager of Development Services recommends approval of Resolution No. R-2023-59.

ATTACHMENTS:

- Resolution No. R-2023-59
- Bastrop Grove Section 3, Lots 9 – 19, Public Improvement Plan Agreement

RESOLUTION NO. R-2023-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH 71 RETAIL PARTNERS, LP FOR BASTROP GROVE SECTION 3, LOTS 9-19 AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, 71 Retail Partners, LP, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Bastrop Grove Section 3, Lots 9-19, a development in the City of Bastrop, Texas: being 1 BLOCK AND 11 LOTS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of April, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

Bastrop Grove Section 3, Lots 9 - 19

The State of Texas

County of Bastrop

WHEREAS, 71 Retail Partners, LP, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Bastrop Grove Section 3, Lots 9-19, a development in the City of Bastrop, Texas: being 1 BLOCK AND 11 LOTS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Douglas MacMahon, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (City of Bastrop), streets (City of Bastrop), drainage (City of Bastrop), street lights and street signs (Bluebonnet Electric), and park/trail improvements (City of Bastrop); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for Bastrop Grove Section 3, Lots 9-19 approved by the City on _____.

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be three- and one-half percent (3.5%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the Master Fee Schedule adopted with Ordinance Number 2019-42.

- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;

 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, sidewalk, and drainage improvements. The

maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.
4. Close out documents required by the Engineering Department
(Attachment 2).

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer’s Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City’s Tree Preservation Ordinance and Construction Standards during all phases of construction. The

Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on _____.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer are as follows:

	Full Project Cost	Developer Amount	City Participation
Water Facilities	\$206,680.00	\$206,680.00	\$0.00
Sanitary Sewer Facilities	\$154,526.00	\$154,526.00	\$0.00
Total Construction Cost	\$361,206.00	\$361,206.00	\$0.00

2.20 Drainage Improvements

The distribution of costs between the City and the Developer for drainage improvements are as follows:

	Full Project Cost	Developer Amount	City Participation
Storm Drainage Facilities	\$485,085.00	\$485,085.00	\$0.00

2.30 Street Improvements

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Developer Amount	City Participation
Streets & Sidewalks	\$169,962.89	\$169,962.89	\$0.00
Erosion Control Items	\$35,200.75	\$35,200.75	\$0.00
Total Construction Cost	\$205,163.64	\$205,163.64	\$0.00

2.40 Summary of Infrastructure (Development) Costs Amounts

	Final Assurance Amount
Utility Facilities	\$451,507.50
Storm Drainage Facilities	\$606,356.25
Streets, Sidewalks & Erosion Control Improvements	\$256,454.55
Total Infrastructure Development Cost Amounts	\$1,314,318.30

INSPECTION FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	3.5%	\$205,163.64	\$7,180.73
Water	3.5%	\$206,680.00	\$7,233.80
Wastewater	3.5%	\$154,526.00	\$5,408.41
Drainage	3.5%	\$485,085.00	\$16,977.98
Payment to the City			\$36,800.91

The final construction amount is **\$1,051,454.64**, and the Public Improvement

Public Improvement Plan Agreement – Bastrop Grove Section 3, Lots 9-19

Item 8D.

Inspection fee amount is **\$36,800.91**.

RECOMMENDED:

Tony Buonodono, P. E. Date
City Engineer

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The Developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

3.10 Sidewalks

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Bastrop Grove Section 3, Lots 9-19 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the City’s and County’s Master Transportation Plan and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on _____.

3.30 Street Lights (Bluebonnet Electric Cooperation)

The Developer is responsible for the initial installation and maintenance of all street lights.

owner, or developer at the time of Building Permit issuance for each individual lot within Bastrop Grove Section 3, Lots 9-19 and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance 2022-18 that is in effect as of this agreement.

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or

settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in

the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered

against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of Bastrop Grove Section 3, Lots 9-19, the public streets and sidewalks shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

**BASTROP GROVE SECTION 3,
LOTS 9-19**

City of Bastrop, Texas

Douglas MacMahon
71 Retail Partners, LP

Sylvia Carrillo, ICMA-Cm, CPM
City Manager

ATTEST:

Ann Franklin
City Secretary

Date



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve Resolution No. R-2023-60 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with MC Bastrop 71, LP for Bastrop Grove Section 5, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to final plat lots within the approved section of the subdivision prior to the completion of all public improvements.

The cost estimates and scope of work included in the attached agreement has been reviewed by the necessary city staff. The Public Improvement Plans and final drainage plan has been approved by the City Engineer.

POLICY EXPLANATION:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Trey Job, Assistant City Manager of Development Services recommends approval of Resolution No. R-2023-60.

ATTACHMENTS:

- Resolution No. R-2023-60
- Bastrop Grove Section 5, Public Improvement Plan Agreement

RESOLUTION NO. R-2023-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH MC BASTROP 71, LP FOR BASTROP GROVE SECTION 5, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, MC Bastrop 71, LP, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Bastrop Grove Section 5, a development in the City of Bastrop, Texas: being 5 BLOCKS AND 16 LOTS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of April, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

Bastrop Grove Section 5

The State of Texas

County of Bastrop

WHEREAS, MC Bastrop 71, LP, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Bastrop Grove Section 5, a development in the City of Bastrop, Texas: being 5 BLOCKS AND 16 LOTS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Douglas MacMahon, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (City of Bastrop), streets (City of Bastrop), drainage (City of Bastrop), street lights and street signs (Bluebonnet Electric), and park/trail improvements (City of Bastrop); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for Bastrop Grove Section 5 approved by the City on _____.

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be three- and one-half percent (3.5%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the Master Fee Schedule adopted with Ordinance Number 2019-42.

- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;

 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, sidewalk, and drainage improvements. The

maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.
4. Close out documents required by the Engineering Department
(Attachment 2).

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer’s Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City’s Tree Preservation Ordinance and Construction Standards during all phases of construction. The

Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on _____.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer are as follows:

	Full Project Cost	Developer Amount	City Participation
Water Facilities	\$172,801.00	\$172,801.00	\$0.00
Sanitary Sewer Facilities	\$227,134.00	\$227,134.00	\$0.00
Total Construction Cost	\$399,935.00	\$399,935.00	\$0.00

2.20 Drainage Improvements

The distribution of costs between the City and the Developer for drainage improvements are as follows:

	Full Project Cost	Developer Amount	City Participation
Storm Drainage Facilities	\$367,710.00	\$367,710.00	\$0.00

2.30 Street Improvements

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Developer Amount	City Participation
Streets & Sidewalks	\$0.00	\$0.00	\$0.00
Erosion Control Items	\$31,180.50	\$31,180.50	\$0.00
Total Construction Cost	\$31,180.50	\$31,180.50	\$0.00

2.40 Summary of Infrastructure (Development) Costs Amounts

	Final Assurance Amount
Utility Facilities	\$499,918.75
Storm Drainage Facilities	\$459,637.50
Streets, Sidewalks & Erosion Control Improvements	\$38,975.63
Total Infrastructure Development Cost Amounts	\$998,531.88

INSPECTION FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

	Construction Cost Amount	Inspection Fee

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The Developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

3.10 Sidewalks

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Bastrop Grove Section 5 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the City’s and County’s Master Transportation Plan and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on _____.

3.30 Street Lights (Bluebonnet Electric Cooperation)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any

for Service as set forth in the City of Bastrop Impact Fee Ordinance 2022-18 that is in effect as of this agreement.

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants,

Public Improvement Plan Agreement – Bastrop Grove Section 5

Item 8E.

employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate

agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the

Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of Bastrop Grove Section 5, the public streets and sidewalks

shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

BASTROP GROVE SECTION 5

City of Bastrop, Texas

Signatory

Sylvia Carrillo, ICMA-CM, CPM

Company

City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM:

Public Improvement Plan Agreement – Bastrop Grove Section 5

Item 8E.

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve Resolution No. R-2023-58 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities Bastrop, LLC for Colony MUD 1F Section 3 as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to final plat lots within the approved section of the subdivision prior to the completion of all public improvements.

The cost estimates and scope of work included in the attached agreement has been reviewed by the necessary city staff. The Public Improvement Plans and final drainage plan has been approved by the City Engineer.

POLICY EXPLANATION:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Trey Job, Assistant City Manager of Development Services recommends approval of Resolution No. R-2023-58.

ATTACHMENTS:

- Resolution No. R-2023-58
- Colony 1F Section 3 Public Improvement Plan Agreement

RESOLUTION NO. R-2022-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR COLONY MUD 1F SECTION 3 AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the "Developer" known as Hunt Communities Bastrop, LLC, has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of April, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
THE COLONY MUD 1F, SECTION 3

The State of Texas
County of Bastrop

WHEREAS, HUNT COMMUNITIES, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1F, SECTION 3, a development in the City of Bastrop ETJ, Texas: being 4 BLOCKS AND 108 LOTS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Rick Neff, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights (MUD Facility – Provided to MUD), street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for THE COLONY MUD 1F, SECTION 3 approved by the City on January 24, 2023.

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.

- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;

 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City and County, subject to City approval, for ten percent (10%) of the

contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer;
4. Close out documents required by the Engineering Department

(Attachment 2).

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer and MUD Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for all sanitary sewer are as follows:

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$561,141.00	\$701,426.25	\$0.00
Sanitary Sewer Facilities	\$487,038.00	\$608,797.50	\$0.00
Total Construction Cost	\$1,048,179.00	\$1,310,223.75	\$0.00

2.20 Drainage Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for drainage improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$515,044.00	\$643,805.00	\$0.00

2.30 Street Improvements (Bastrop County - Included)

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$1,320,152.14	\$1,650,190.18	\$0.00
Erosion Control Items	\$122,214.88	\$152,768.60	\$0.00
Total Construction Cost	\$1,442,367.02	\$1,802,958.78	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$1,310,223.75
Storm Drainage Facilities	\$643,805.00
Streets, Sidewalks & Erosion Control Improvements	\$1,802,958.78
Total Development Assurance Amounts	\$3,756,987.53

INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$1,442,367.02	\$ 28,847.34
Water	2.0%	\$561,141.00	\$11,222.82

Public Improvement Plan Agreement – Colony MUD 1F Section 3

Item 8F.

Wastewater	2.0%	\$487,038.00	\$9,740.76
Drainage	2.0%	\$515,044.00	\$ 10,300.88

Payment to the City **\$60,111.80**

The final construction amount is **\$3,005,590.02**, and the Public Improvement Inspection fee amount is **\$60,111.80** (the “Final Fiscal Guaranty Amount”).

RECOMMENDED:

Tony Buonodono, P. E. Date
City Engineer

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.20 Sidewalks (MUD Facility)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within THE COLONY MUD 1F, SECTION 3 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County’s Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.30 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.40 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.50 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-

standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

Curtis Hancock	Date
Public Works Director	

3.60 Land Dedication

N/A

3.70 Impact Fees (MUD Facility)

N/A

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants,

employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any

loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any

plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of **THE COLONY MUD 1F, SECTION 3**, the public streets shall become the property of the County.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the **City of Bastrop** and **Hunt Communities Bastrop, LLC**, effective **March 4th, 2020** (the "Consent/Development Agreement"), the Consent/Development Agreement shall control. Nothing in this

Public Improvement Plan Agreement – Colony MUD 1F Section 3

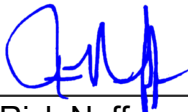
Item 8F.

agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ___ day of _____, 2022.

THE COLONY MUD 1F, SECTION 3

City of Bastrop, Texas



Rick Neff
Hunt Communities Bastrop, LLC.

Sylvia Carrillo, ICMA-CM, CPM
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve Resolution No. R-2023-57 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities Bastrop, LLC for Colony MUD 1D Section 5 as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to final plat lots within the approved section of the subdivision prior to the completion of all public improvements.

The cost estimates and scope of work included in the attached agreement has been reviewed by the necessary city staff. The Public Improvement Plans and final drainage plan has been approved by the City Engineer.

POLICY EXPLANATION:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Trey Job, Assistant City Manager of Development Services recommends approval of Resolution No. R-2023-57.

ATTACHMENTS:

- Resolution No. R-2023-57
- Colony 1F Section 3 Public Improvement Plan Agreement

RESOLUTION NO. R-2022-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR COLONY MUD 1F SECTION 3 AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the "Developer" known as Hunt Communities Bastrop, LLC, has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of April, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
THE COLONY MUD 1D, SECTION 5

The State of Texas
County of Bastrop

WHEREAS, HUNT COMMUNITIES, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1D, SECTION 5, a development in the City of Bastrop ETJ, Texas: being 8 BLOCKS AND 105 LOTS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Rick Neff, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights (MUD Facility – Provided to MUD), street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for THE COLONY MUD 1D, SECTION 5 approved by the City on January 24, 2023

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.

- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;

 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City and County, subject to City approval, for ten percent (10%) of the

Public Improvement Plan Agreement – Colony MUD 1D Section 5

contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer;
4. Close out documents required by the Engineering Department

(Attachment 2).

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer and MUD Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for all sanitary sewer are as follows:

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$625,654.91	\$782,068.64	\$0.00
Sanitary Sewer Facilities	\$602,404.94	\$753,006.18	\$0.00
Total Construction Cost	\$1,228,059.85	\$1,535,074.50	\$0.00

2.20 Drainage Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for drainage improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$777,249.20	\$971,561.50	\$0.00

2.30 Street Improvements (Bastrop County - Included)

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$2,353,242.18	\$2,941,552.73	\$0.00
Erosion Control Items	\$68,904.33	\$86,130.41	\$0.00
Total Construction Cost	\$2,422,146.51	\$3,027,683.14	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$1,535,074.81
Storm Drainage Facilities	\$971,561.50
Streets, Sidewalks & Erosion Control Improvements	\$3,027,683.14
Total Development Assurance Amounts	\$5,534,319.45

INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$2,422,146.51	\$ 48,442.93
Water	2.0%	\$625,654.91	\$12,513.10

Public Improvement Plan Agreement – Colony MUD 1D Section 5

Item 8G.

Wastewater	2.0%	\$602,404.94	\$12,048.10
Drainage	2.0%	\$777,249.20	\$15,544.98

Payment to the City **\$88,549.11**

The final construction amount is **\$4,427,455.56**, and the Public Improvement Inspection fee amount is **\$88,549.11** (the “Final Fiscal Guaranty Amount”).

RECOMMENDED:

Tony Buonodono, P. E. Date
City Engineer

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.20 Sidewalks (MUD Facility)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within THE COLONY MUD 1D, SECTION 5 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County’s Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.30 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.40 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.50 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants,

Public Improvement Plan Agreement – Colony MUD 1D Section 5

employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any

loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer’s designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any

plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of **THE COLONY MUD 1D, SECTION 5**, the public streets shall become the property of the County.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the **City of Bastrop** and **Hunt Communities Bastrop, LLC**, effective **March 4th, 2020** (the "Consent/Development Agreement"), the Consent/Development Agreement shall control. Nothing in this

Public Improvement Plan Agreement – Colony MUD 1D Section 5


Item 8G.

agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ___ day of _____, 2023.

THE COLONY MUD 1D, SECTION 5

City of Bastrop, Texas



Rick Neff

Sylvia Carrillo, ICMA-CM, CPM

Hunt Communities Bastrop, LLC.

City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve Resolution No. R-2023-66 of the City Council of the City of Bastrop, Texas, awarding a contract for the update to the 2016 Comprehensive Plan to Halff Associates, Inc. in an amount not to exceed One Hundred Eighteen Thousand, Two Hundred Forty Dollars (118,240.00) hereby 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:

Trey Job CPM, Assistant City Manager for Community Development

BACKGROUND/HISTORY:

The Bastrop Comprehensive Plan (2016-2036) was an update to the City's previous comprehensive Plan - originally adopted in 2001. This plan is a visionary policy document that guides long-term operations.

The 2016 comp plan helped to guide issues such as how to facilitate orderly growth, it identified what is shaping the community, it helped build consensus and commitment between citizens, city staff and the elected and appointed officials. It also provided a list of implementation actions.

It has now been just over five years and it is time to review the plan for completion of the items that were in the implementation list, and get necessary guidance from the community stakeholders to ensure the community goals are the same.

The scope of work provided by Halff Associates will consist of the following tasks.

- Phase 1; Discovery
- Phase 2: Outreach
- Phase 3: Alignment
- Phase 4: Conclusions

More information can be found in the standard contract attached as exhibit A-2 scope of work.

FUNDING SOURCE:

As one of the FY 23 capital improvement projects, the Comprehensive Plan update had a proposed budget of \$118,240.00.

RECOMMENDATION:

Assistant City Manager Job recommends approval of resolution R-2023-66

ATTACHMENTS:

- Resolution R-2023-66
- Draft Standard Contract.

RESOLUTION NO. R-2023-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AWARDED A CONTRACT FOR THE UPDATE TO THE 2016 COMPREHENSIVE PLAN TO HALFF ASSOCIATES, INC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTEEN THOUSAND, TWO HUNDRED FORTY DOLLARS (118,240.00) HEREBY ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The Bastrop Comprehensive Plan (2016-2036) was an update to the City's previous comprehensive Plan - originally adopted in 2001. This plan is a visionary policy document that guides long-term operations.

WHEREAS, A Comprehensive Plan is a long-range planning document used to guide issues such as how to facilitate orderly growth, it identifies what is shaping the community, it helps build consensus and commitment between citizens, city staff and the elected and appointed officials. It also provides a list of implementation actions.

WHEREAS, The City of Bastrop has chosen Kimley-Horn from a list of qualified consulting firms identified by the City of Bastrop.

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

Section 1: That the City Manager is hereby authorized to execute a contract, for the for the update to the 2016 Comprehensive Plan with Halff Associates, Inc in an amount not to exceed One Hundred Eighteen Thousand, Two Hundred Forty Dollars (118,240.00) as exhibit A

Section 2: That the City Council of the City of Bastrop has found Halff to be a subject matter expert in the field of comprehensive planning.

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 AND ADOPTED by the City Council of the City of Bastrop this 25th day of April 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES

Over \$50K
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Halff Associates, Inc., a Texas corporation** (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “Professional Services”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Halff Associates, Inc. 13620 Briarwick Drive, Suite 100 Austin, Texas 78729 Attn: Jordan Maddox
General Description of Services:	Comprehensive Plan 5-Year Update
Maximum Contract Amount:	\$118,240
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City the professional engineering services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City’s payments to the

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 1

Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The “Notice to Proceed” will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor’s sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The

City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall require its subcontractors on a flow-down basis to observe all the terms of this Contract to the extent that they may be applicable to each subcontractor. Contractor will contractually require that its subcontractors and other members of Contractor Group to be bound to and assume the same obligations and duties to the City that Contractor is obligated and assumes to the City in this Agreement including, but not limited to, all indemnity obligations, safety obligations, training and qualification obligations of employees and personnel, inspection obligations, quality of Work obligations, covenants and warranty obligations, and insurance obligations. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 3

LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED BY CONTRACTOR HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM CLAIMS, DEMANDS, AND CAUSES OF ACTION, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY TO THE EXTENT ARISING OUT OF THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents

and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “work made for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov’t Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's

stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any known accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall provide notice in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

HALFF ASSOCIATES, INC.

CITY OF BASTROP

By: 

By: _____

Printed Name: Jordan Maddox

Printed Name: _____

Title: Director of Planning

Title: _____

Date: 3/9/22

Date: _____

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(See Attached)

EXHIBIT A-2

Scope of Services **dated April 2023**

(See Attached)

EXHIBIT 'A-2' - SCOPE OF SERVICES

Bastrop 5-Year Land Use Update Bastrop, TX

The primary purpose of this planning effort is to prepare an update to the City of Bastrop's Comprehensive Plan, with a focus on growth and land use. This planning effort will engage the citizens of Bastrop to assess and affirm the future direction of growth and development.

This planning process and the resulting policies will be critical to the City's ability to continue to promote intentional and positive growth in the future. This includes doubling down on unique community assets, citizen input on long-range goals, and ensuring alignment in various master plans and regulations.

Key Halff project staff assigned to the plan update effort include:

- Ylda Capriccioso – Project Manager
- Jordan Maddox, AICP – Senior Technical Advisor
- Matt Bucchin, AICP – Principal in Charge, QA/QC
- Whitney Linder – Planning Support, Engagement
- Julian Salas-Porras – GIS / Mapping

Key Bastrop leaders guiding the plan update:

- Trey Job - Project Administrator
- Keehren Baah – Deputy Project Administrator
- Planning and Zoning Commission (P&Z) – Serve as Steering Committee
- Staff department heads/representatives – Internal Committee (CPC)
- City Council

PROCESS SUMMARY

Phase One: Discovery

1. Project Kick-off and Driving Tour
2. Project Branding
3. Base Map Preparation
4. Review Previous Plans, Development Trends
5. Implementation Plan Review
6. Demographic and Growth Trend Analysis
7. Create Project Goals and Principles

Phase Two: Outreach

1. Public Engagement Plan
2. Stakeholder Listening Sessions
3. Land Use Workshop with Staff CPC
4. Land Use Workshop with P&Z
5. Public Open House
6. Public Survey
7. Prepare Public Outreach Summary

Phase Three: Alignment

1. Gap Analysis - Plans, Codes and Public Input
2. Affirm Goals and Direction with City Council
3. Develop Land Use Objectives and Alignment Direction

Phase Two: Conclusions

1. Draft Future Land Use Map
2. Plan Edits
3. Public Review and Input
4. Final Draft Chapters 2 and 5 and Adoption

ASSUMPTIONS

- The study area will include all areas in the Bastrop municipal limits and statutory ETJ. Voluntary ETJ will be considered for limited study.
- All draft and final reports will be prepared in Adobe In-Design format. Reports will be provided to the City in INDD and PDF format suitable for distribution electronically and posting to the City website (and project website, if applicable). Associated mapping deliverables will be prepared utilizing CADD or ArcGIS data, as appropriate.
- Day-to-day project record-keeping or summaries will be prepared in Microsoft Office programs (Word, Excel, PowerPoint, etc.).
- Phases and tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the scope of work.
- Where possible, stakeholder and planning meetings will be scheduled by the Consultant and/or the City on concurrent days and evenings for greater project efficiency. Virtual and in-person meetings are assumed, where each may be most appropriate.
- Any additional meetings beyond those shown in the scope of work will be considered an additional service and are not included in this scope of services.
- Staff will support and participate in the preparation of the planning process, specifically in the facilitation and outreach efforts of the engagement process, collection of data, support of internal CPC committee and P&Z, review of plan recommendations, and general guidance.
- The final document will be an edited version of the 2016 Comprehensive Plan.

SCOPE OF WORK

1.00 PHASE ONE: DISCOVERY

The following elements will be used to develop an assessment of needs for the plan update.

PROJECT MANAGEMENT (ON-GOING)

Halff's PM Commitment – Halff will manage the project to ensure that it proceeds according to the professional services agreement and this scope of services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, etc.

PM Coordination Calls – The Halff Project Manager and City's Project Administrator will hold check-in calls twice per month for the first few months and then once a month from there. The purpose is to coordinate, review action items, and ensure the project schedule is maintained.

Plan-Specific Coordination Calls – As needed, coordination calls with technical leaders or CPC will be scheduled for coordination on the specific planning efforts.

1.01 PROJECT KICK-OFF AND CITY TOUR

Halff will prepare for and meet with the core staff project team to kick off the project. This trip to Bastrop will include the scheduling of a 2-hour driving tour of new development, important locations in town, opportunity areas, etc. Ideally, this day-long trip also includes a meeting with City Management and introduction to the internal staff Comprehensive Plan Committee (CPC), which will serve as a working group. This day will accomplish several pre-planning objectives:

- **Orientation.** The staff and Halff team will meet to go over scope, process and gain a complete understanding of the roles and responsibilities of all project participants and desired project outcomes.
- **Schedule.** A draft project schedule will be discussed, to be refined.
- **Public Engagement Plan** – Halff will develop a draft Public Engagement Plan (PEP) that outlines key milestones, dates, strategies, and input targets for the entire project. The PEP will also include detailed engagement strategies needed for the specific plans. The PEP will be developed and agreed upon by City staff and Halff team within the first month of the project. The document will be used to guide community engagement efforts.
- **Metrics.** Key project milestones will be discussed and agreed upon as well as QA/QC

Product - Initial meeting with City of Bastrop staff; meeting notes

Items Provided by City of Bastrop - Recommend staff to attend; attend meeting; provide data as required to begin planning process.

1.03 PRE-PLANNING AND BACKGROUND INFORMATION

Request for Information and Data Collection – Halff will prepare a Request for Information (RFI) for the City to provide important background data, files, photos, plans, and other pertinent information to the project. The RFI will also include information from City staff documenting progress implementing prior plan actions to understand previous plan implementation progress and which plan goals and objectives remain community priorities.

Background Analysis – Halff will review and prepare the following to set up a foundation for the planning projects:

- Prepare associated base maps (GIS files)
- Review and analyze previous studies, plans, and other documentation (from the City or regional efforts) that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.

Departmental Questionnaires and Meetings – Halff will prepare and distribute questionnaires to City departments to understand existing conditions and near- and long-term needs. These surveys will also help to create departmental buy-in to the project. These can be adjusted as needed per Bastrop departments.

- City Administration
- Planning and Development Services
- Economic Development
- Finance
- Public Safety
- Engineering, Public Works, and Utilities
- Parks and Recreation
- Main Street and Tourism
- Communications

1.02 PROJECT BRANDING

To be prepared by the City of Bastrop.

1.03 BASE MAP PREPARATION

The base mapping will be prepared in a digital format (through incorporation and enhancement of existing City of Bastrop digital base mapping files). Include existing and proposed thoroughfare, land use, park and trail, zoning, and other pertinent data.

Product - Base map for foundation of planning efforts.

Items Provided by City of Bastrop - Digital copies of most recent City mapping, including regional level maps, digital aerial photography, citywide maps illustrating existing zoning and sector maps illustrating existing and proposed land use and thoroughfares.

1.04 REVIEW PREVIOUS PLANS AND TRENDS

Review other past or ongoing efforts and trends that may influence the plan development. This will include but not limited to:

- B3 Code;
- Previous park master plan;
- Previous trails master plan;
- Previous comprehensive plan;
- Water and Wastewater Master Plan;
- Transportation Master Plan;
- The current land development regulations;
- Current city zoning and Future Land Use Plan;
- Development trends and maps;
- Any other plans the City decides are relevant to this planning process.

Product - Review of past studies and reports.

Items Provided by City of Bastrop - Provide copies of all relevant reports and documents.

1.05 IMPLEMENTATION PLAN REVIEW

City staff exercise to review implementation action plan of the existing comprehensive plan and mark-through completed tasks, ongoing efforts, still-relevant goals and objectives, challenges with existing plans, desired new actions and new/amended goals and objectives.

Items Provided by City of Bastrop - Provide material to Halff as baseline understanding of staff needs and changes from 2016. Will not be used as sole guidance for edits to plan but is critical information to Halff to understand progress and present status.

1.06 DEMOGRAPHIC AND GROWTH TREND ANALYSIS

From population data provided by the City of Bastrop and based on the Year 2020 Census data or other project census information:

- Current population, past growth patterns;
- Future growth forecasts
- Typical population profile, based on sex, age, ethnicity, income and education, (based on Year 2020 Census data);
- Regional population characteristics;
- Key population needs based on demographics;

Product – Future population projections; summary of population and demographic data found.

Items provided by City of Bastrop - Population and building data; any local demographic data; confirm population projections for planning process.

2.00 PHASE TWO: OUTREACH

The following elements will be used to understand the desires of the general public, community leaders, and stakeholders. While the bulk of these efforts will take place within the Outreach phase of the project, some meetings will take place at other times. The Public Engagement Plan will be finalized early in the process and will detail the timeframes for these activities.

2.01 COUNCIL VISIONING SESSION

Halff will lead a 60-75 minute workshop with Council and Mayor prior to or as part of the public kick-off. This session is viewed as an opportunity to identify their general goals and desired outcomes for this process and visioning Q&A related to recent and future development of the community. This discussion of core values and desires will help foster specific goals and priorities to achieve those community objectives through various future planning efforts.

Products – Presentation and discussion led by Halff. Summary of key takeaways to be included in plan or separate report.

Items Provided by City of Bastrop – Facilitation of meeting, participation in presentation.

2.02 STAKEHOLDER LISTENING SESSIONS

Halff will conduct focus group sessions (60-75 minutes) with people or groups identified by the City as community stakeholders or interested parties. These small-group listening sessions should be comprised of 5-8 people per meeting and are intended to identify issues and opportunities for the future of Bastrop. Meetings with the following potential stakeholders are suggested but may be altered based on suggestions by the City’s Project Administrator. Staff should attend but not be an integral part of these discussions.

The meetings can be conducted in either the following formats:

- **In-Person Meetings:** During a trip to Bastrop, Halff can conduct a day of meetings (one-hour increments) with stakeholders (**up to four (4) meetings**).
- **Virtual Meetings:** Within a two-week timeframe, Halff can meet with stakeholders via Zoom or MS Teams (**up to six (6) meetings**).

2.03 LAND USE WORKSHOPS WITH STAFF CPC AND P&Z

Halff will prepare a series of base maps for these workshops. This will include an in-person ‘maps and markers’ activity for both the CPC and the P&Z. These maps will provide the foundation for an opportunities assessment of areas in the city to Strengthen, Transform, Preserve, Enhance and Grow – including land use, development character, open space,

Products – Preparations of base maps and two workshops; prepare a digital final draft for presentation and the final plan document.

Items Provided by City of Bastrop - Review mapping and summary report and comment as applicable.

2.04 ONLINE COMMUNITY SURVEY

Halff will prepare and administer one (1) online public survey to be conducted early in the planning process. This includes preparing a draft survey and social media flyer and vetting with City staff. The City will be responsible for all preparing and facilitating the advertising of the survey through social media, website and other media outreach tools. It is recommended that the City consider offering participation incentive(s), as appropriate, to take the survey. Halff will tabulate the survey results and incorporate, as appropriate, into the plan. The survey can be prepared in additional languages besides English for an additional service.

Products – Preparations of draft survey for review by staff; link to the survey for the website. Tabulated raw data compilation and high-level summary with infographics and written takeaways for use during the process.

Items Provided by City of Bastrop – Review and confirmation of survey questions; public outreach to advertise the survey through various methods.

2.05 PUBLIC OPEN HOUSE

Halff will conduct a community open house towards the end of the outreach phase of the planning process. This open house will follow Council, P&Z, Stakeholder, CPC and Core Staff Team inputs and exercises. The purpose of the open house is to present some preliminary plan themes, collect community preferences and big ideas, and glean a clear understanding of the citizen desires for future growth and development. The event will be a come-and-go format with educational elements, interactive inputs, survey-taking, kids corner, refreshments, and open conversation. There will be no presentation or townhall type Q&A at this event.

Products – Halff to prepare education and input stations and provide staffing for the event.

Provided by City of Bastrop - Establish location and time for the event, provide refreshments, advertise, provide laptops, tables/chairs, and general meeting logistics.

2.06 P&Z MEETINGS (TOTAL)

Halff will conduct three (3) in-person meetings with the Planning and Zoning Commission (P&Z) to guide the development of the plan. This includes the Land Use Workshop previously mentioned. The three meetings will generally account for the following:

- Issue identification and land use workshop exercise
- Midpoint check-in and review of public input and findings
- Presentation of the complete draft plan for feedback and final direction

Additionally, the staff team will be prepared to present updates at regular P&Z meetings and seek input where appropriate.

Products – Presentations and discussions led by Halff. Summary of key takeaways to be included in plan or separate report.

Items Provided by City of Bastrop – Facilitation of meeting, participation in presentations.

2.07 PUBLIC OUTREACH SUMMARY

Halff will prepare a summary of the full public outreach to include:

- Council Visioning
- Land Use Workshops (2)
- Public Opinion Survey
- Open House Results
- Stakeholder Group takeaways

3.00 PHASE THREE: ALIGNMENT

The following elements will build off the initial phases of discovery and outreach to affirm direction and develop objectives to align plans and strategies.

3.01 GAP ANALYSIS - PLANS, CODES AND PUBLIC INPUT

Halff will prepare a summary of challenges and gaps in these various master plans and codes and identify opportunities. Halff will use public input to confirm vision and goals based on community desires.

3.02 AFFIRM GOALS AND DIRECTION WITH CITY COUNCIL

Halff will attend a workshop or an item at Council meeting item to provide a mid-year update with Public Outreach Summary presented. Halff will seek direction from Council affirming or amending the Plan Goals and general direction of the next steps of plan development.

3.03 LAND USE OBJECTIVES AND ALIGNMENT DIRECTION

Halff will work with the Core Steam to set objectives for the Future Land Use Plan and associated growth plans in order to complete the draft maps. These objectives will also set the stage for Chapter 2 and Chapter 5 edits following the public and Council inputs. This stage will also include refinement of land use character analysis and primary targets for plan objectives and recommendations for plan alignments.

4.00 PHASE FOUR: CONCLUSIONS

The following elements will build off the initial phases of discovery and outreach to affirm direction and develop objectives to align plans and strategies.

4.01 DRAFT FUTURE LAND USE PLAN MAP

Preparation of draft Future Land Use Plan and Growth Plan maps for staff review.

Products – Digital pdf maps format for review by staff.

Items Provided by City of Bastrop – Provide comments, facilitate discussion with CPC for comments.

4.02 PLAN EDITS

Halff will provide initial draft edits of Chapters 2 and 5 for staff review and discussion.

Product – Draft language in pdf format or Word format, staff preference.

Items Provided to City of Bastrop – Review and edits, as appropriate. Quick solicitation of comments from other staff members to move forward to final resolution.

4.03 PUBLIC REVIEW AND INPUT – PRELIMINARY DRAFT

Halff will provide draft copies of the land use map and growth plan maps and preliminary action edits (deleted/revised/new) for posting on the City’s website. The timeframe for public review is anticipated in the draft schedule to be up to two weeks but can be longer at the City’s request.

4.04 FINAL DRAFT CHAPTERS AND ADOPTION

Halff will provide edits based on public input and prepare the adoption versions of the draft chapters for hearings and approvals. Halff will pass the torch to City staff to present the item at any adoption meetings not previously mentioned in the scope.

End of Exhibit ‘A’

EXHIBIT ‘B’ – BASIS OF COMPENSATION

Bastrop Comprehensive Plan Update City of Bastrop, TX

Base Scope of Work – Halff Associates will provide labor and personnel to perform the base services outlined in Exhibit ‘A’ on a lump sum basis. Fees for services will be billed on a monthly basis, based on the percentage of work completed.

	Halff Associates					Task Fee Subtotal
	Yida Capriccioso	Jordan Maddox	Matt Bucchin	Whitney Linder	Julian Salas-Porras	
CORE TASKS	Project Manager	Sr. Technical Advisor	Principal/QAQC	Planning Support	GIS/Maps	
	\$175.00	\$225.00	\$270.00	\$110.00	\$110.00	
X-Project Management	\$4,200.00	\$3,600.00	\$0.00	\$1,760.00	\$0.00	\$9,560.00
X-QAQC	\$350.00	\$1,800.00	\$2,160.00	\$0.00	\$0.00	\$4,310.00
1- Discovery	\$5,250.00	\$1,800.00	\$2,160.00	\$6,600.00	\$2,200.00	\$18,010.00
Task 1.01: Project Kick-off and Driving Tour	8	0	0	16	0	
Task 1.02: Project Branding	2	0	0	4	0	
Task 1.03: Base Map Preparation	8	0	0	8	20	
Task 1.04: Review Previous Plans, Development Trends	8	8	8	12	0	
Task 1.05: Implementation Plan Review	2	0	0	4	0	
Task 1.06: Demographic and Growth Trend Analysis	2	0	0	16	0	
TOTAL HOURS TASK 1	30	8	8	60	20	
2 - Outreach	\$14,700.00	\$3,600.00	\$2,160.00	\$10,560.00	\$3,520.00	\$34,540.00
Task 2.01: City Council Visioning Session	8	0	4	8	0	
Task 2.02: Stakeholder Listening Sessions	12	0	4	16	0	
Task 2.03: Land Use Workshops	24	8	0	8	16	
Task 2.04: Online Community Survey	8	0	0	12	0	
Task 2.05: Public Open House	12	8	0	20	8	
Task 2.06: P&Z Meetings (Two Additional)	16	0	0	20	8	
Task 2.07: Public Outreach Summary	4	0	0	12	0	
TOTAL HOURS TASK 2	84	16	8	96	32	
3 - Alignment	\$7,700.00	\$5,400.00	\$3,240.00	\$6,600.00	\$0.00	\$22,940.00
Task 3.01: Gap Analysis - Plans, Codes and Public Input	16	8	4	20	0	
Task 3.02: Affirm Goals and Direction with City Council	8	4	4	20	0	
Task 3.03: Develop Land Use Objectives and Alignment Direction	20	12	4	20	0	
TOTAL HOURS TASK 3	44	24	12	60	0	
4 - Conclusions	\$11,550.00	\$2,250.00	\$1,080.00	\$9,460.00	\$3,520.00	\$27,860.00
Task 4.01: Draft Future Land Use Map	16	4	0	18	16	
Task 4.02: Plan Edits	32	4	4	32	0	
Task 4.03: Public Review and Input	8	0	0	12	0	
Task 4.04: Final Draft Chapters 2 and 5 / Adoption	10	2	0	24	16	
TOTAL HOURS TASK 4	66	10	4	86	32	
TOTAL LABOR	\$43,750.00	\$18,450.00	\$10,800.00	\$34,980.00	\$9,240.00	\$117,220.00
Supplies and Materials						\$520.00
Travel Expenses						\$500.00
TOTAL PROJECT FEE						\$118,240.00

Additional Services – Halff Associates can provide additional services as requested by the City that are beyond the Base Scope of Work in Exhibit A.

ADDITIONAL MEETINGS

The Planning Team is available to facilitate additional meetings. The costs of those meetings depend on varying factors but are generally charged in half-day increments. A proposal for each additional meeting will be provided to Staff, as requested. The proposal will include projected costs including, but not limited to, travel expenses (mileage, meals, etc.), meeting preparation time, and meeting time.

FINAL DOCUMENT

Halff will provide digital copies of the final plan. Printed publication may be requested by the City for an add-service.

EXHIBIT 'C' – SCHEDULE FOR COMPLETION

Bastrop Comprehensive Plan Update City of Bastrop, TX

Planning services as described in Exhibit 'A' will be complete within twelve (12) months of the Project Kickoff date below.

Project Kick-off date: **July 6, 2023.**

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

- Workers' Compensation Statutory limits, State of TX.
- Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

- Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

- Garage Liability for BI & PD
 - \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
 - \$2,000,000 General Aggregate

- Garage Keepers Coverage (for Auto Body & Repair Shops)
 - \$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**
- Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.



Staff Report

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2023-12, of the City Council of the City of Bastrop, Texas, amending Chapter 1, Subdivision, Article 1.3 Platting Procedures, SEC. 1.3.006 Lots of Record of the City of Bastrop B3 Development Code by adding a section for existing lots of record who can receive administrative approval outside of the normal platting procedure.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

BACKGROUND/HISTORY:

Approval of the Bastrop Building Code (B3) created hundreds of non-conforming lots of record throughout the City of Bastrop addressed in (B3) Chapter 1, Subdivisions, Section 1.3.006, Lots of Record. An unintended consequence of the non-conforming use is its disparate impact on property owners who are unable to meet the new requirements in the B3 code. Specifically, lots who were never officially platted but rather subdivided by deed or metes and bounds descriptions.

Many of those lots exist in Bastrop and are already serviced by water, wastewater and other utilities. After the passage of the code, the property owners who own those lots are unable to expand existing homes or even build a home where a vacant lot that has access to streets and all other utilities have existed for years prior.

The Local Government Code, Chapter 212, provides for the City to (1) allow administrative approval and (2) create a classification that allows these lots to be exempt from a costly platting requirement. It is important to remember, the intent of platting is for orderly subdivision and land development. If these lots are already adjacent to infrastructure, it is the City Manager's professional opinion that the intent of Chapter 212 is being met.

The proposed code amendment would allow the existing property owners who have non-conforming lots of record to be allowed to develop their property through an administrative review.

RECOMMENDATION:

Staff recommends amendment to Chapter 1, Nonconforming Lots of Record.

1. Proposed code amendment documents.

CITY OF BASTROP, TX
ORDINANCE NO. 2023-12
LOTS OF RECORD

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 1.3 PLATTING PROCEDURES FOR LOTS OF RECORD; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

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

WHEREAS, pursuant to Texas Local Government Code Chapters 212, the City Council has general authority to regulate the platting of lots and subdivisions; and

WHEREAS, the City Council finds certain amendments to Bastrop Code of Ordinances necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City Council finds the attached amendments reasonable and necessary.

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

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

Section 2. Amendment: The Bastrop Code of Ordinances, Chapter 14, Bastrop Building Block (B3) Code, Article 1.3 is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.

Section 3. Repealer: To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby

repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

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

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Effective Date: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

Section 7. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED on First Reading by the City Council of the City of Bastrop, on this, the 11th day of April 2023.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 25th day of April 2023.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop
Code of Ordinances Chapter 14
Bastrop Building Block (B3) Code
Chapter 1: Subdivisions
ARTICLE 1.3 Platting Procedures

SEC. 1.3.006 Lots of Record

(e) Existing Lot of Record (1) Existing lots of record may continue in the same configuration without the requirement to Plat until:

- A. Any infrastructure extensions or upgrades are required to serve the Lot- , which includes increasing the size of a water or wastewater main line, or an extension of water and wastewater main lines to the entire property line. A request for a meter of any utility does not constitute an infrastructure upgrade or extension.
- B. A change of use to a more intense use or a use from Residential to any other use.

Cty Atty's Note: Language proposed in Staff Report:

A. Any infrastructure extensions or upgrades are required to serve the Lot. A request for a meter of any utility does not constitute an infrastructure upgrade or extension. An upgrade to a infrastructure is better defined by increasing the size of a water or wastewater main line or an extension of water and wastewater main lines to the entire property line



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Discussion and possible action regarding an Interim Executive Director Services Agreement Between the City of Bastrop and The Bastrop Economic Development Corporation.

AGENDA ITEM SUBMITTED BY: Sylvia Carrillo, City Manager & Interim Director of the Bastrop Economic Development Corporation (BEDC)

BACKGROUND/HISTORY:

On March 13, the BEDC director was relieved of duty. At that time, the City Manager was appointed as a temporary stop gap measure until such time as a path forward could be resolved. The City Manager assumed the duties on March 13, 2023 as an immediate temporary measure. On March 27, 2023, the BEDC formally appointed the City Manager as the Interim Director of the BEDC to a time unknown at this time.

Subsequently, a shared services agreement outlining the conditions of employment has been drafted. It is attached here for reference.

The salary proposed in the shared services agreement is 25% of the prior director's base salary plus the associated retirement costs. The shared services agreement has been drafted; however, this agenda item modifies the City Manager's existing contract to include this amount.

FISCAL IMPACT:

\$42,500 to be transferred from the BEDC to the City to the City Manager.

RECOMMENDATION:

Modify the City Manager's employment agreement.

ATTACHMENTS:

Amended City Manager Contract

CITY OF BASTROP

RESOLUTION NO. R-2023 - 70

**CITY MANAGER COMPENSATION
FOR SERVING INTERIM BEDC DIRECTOR**

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING A TEMPORARY COMPENSATION INCREASE FOR THE CITY MANAGER WHILE SERVING AS INTERIM DIRECTOR OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT ON BEHALF OF THE CITY OF BASTROP

WHEREAS, on or about September 2, 2022, the City Council for the City of Bastrop approved an Employment Agreement with Sylvia Carrillo engaging her to serve as City Manager; and

WHEREAS, on or about April 17, 2023, the City Council approved an Interim Executive Director Services Agreement with the Bastrop Economic Development Corporation; and

WHEREAS, the City Council has determined it to be reasonable and prudent to approve an Addendum to Carrillo's Employment Agreement providing for the compensation the City receives from BEDC for the Interim Services to be paid to Carrillo as additional remuneration for the extra duties being performed.

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

Section 1: The City Council hereby approves the attached Addendum.

Section 2: The City Council hereby authorizes the Mayor to execute the the Addendum on behalf of the City.

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 & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 25th day of April 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ADDENDUM #1

to the Employment Agreement between the City of Bastrop & Sylvia Carrillo

(executed on or about September 2, 2022)

NOW, THEREFORE, the City of Bastrop (City) and Sylvia Carrillo (Manager), for and in consideration of the terms, conditions, and provisions hereinafter established, have agreed to this Addendum and do hereby agree as follows:

1. **INCLUSION.** This Addendum shall be incorporated into and become a part of the Employment Agreement.
2. **AUTHORIZATION.** The City hereby designates and authorizes Manager to serve as the Interim Director of the Bastrop Economic Development Corporation (BEDC) through an agreement between the City of Bastrop and the BEDC.
3. **ADDITIONAL REMUNERATION.** So long as Manager serves as the Interim Director of the BEDC, Manager shall be entitled to receive and the City shall pay to Manager additional remuneration in an amount equal to the compensation the City receives from the BEDC for this service.
4. **PAYROLL PROCEDURES.** Payments from the City to the Manager shall be in accordance with standard City policies and procedures and consistent with the City's routine payroll practices for the Manager (including standard withholdings, deductions, and contributions, etc.).
5. **DURATION.** This Addendum and the additional compensation provided for herein shall be in effect until the Interim Executive Director Services Agreement between the City and BEDC expires or is terminated.
6. **LIMITATION.** Nothing herein shall be construed as modifying any other term or condition of Manager's Employment Agreement.
7. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is finally signed by the Parties. However, the additional compensation payable from the City to the Manager for Interim Executive Director Services shall be deemed to have accrued and become payable commencing March 13, 2023.

The duly authorized parties having mutually agreed to the terms stated herein, this Addendum was executed as evidenced by the affixing of signatures below.

CITY OF BASTROP, TEXAS:

by: _____
Connie Schroeder, Mayor

Executed this, the ____ day of _____ 2023.

ATTEST:

by: _____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

by: _____
Alan Bojorquez, City Attorney

MANAGER:

by: _____
Sylvia Carrillo

Executed this, the ____ day of _____ 2023.

ATTEST:

by: _____
Notary Public



Staff Report

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2023-10, of the City Council of the City of Bastrop, Texas, amending Article 2.4 Administration Sec. 2.4.001 Nonconforming Uses and Structures by adding that the intent of the provisions will not create a disparate impact to residents.

BACKGROUND/HISTORY

The B3 code, as adopted, requires all existing uses and structures who do not meet the B3 standard to be considered nonconforming, also known as “grandfathered”. Nonconforming uses are intended to move the community into current planning, building code, and design standards.

An unexpected consequence of the B3 code was the disparate impact it would have on residents in predominantly low-income areas, or the large extent of the town that would be considered nonconforming and what that would mean to residents.

This agenda item seeks to clarify the intent of the code is a fair and equal access to its application and relief, which today is not clear. An example of this is the punitive cost of a variance request.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

RECOMMENDATION:

Staff recommends amendment to ARTICLE 2.4 ADMINISTRATION SEC. 2.4.001 NONCONFORMING USES AND STRUCTURES by adding that the intent of the provisions will not create a disparate impact to residents.

ATTACHMENTS:

Proposed code amendment documents.

CITY OF BASTROP, TX

**ORDINANCE NO. 2023-10
NONCONFORMING USES & STRUCTURES**

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 2.4 ADMINISTRATION SEC. 2.4.001 NONCONFORMING USES AND STRUCTURES; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

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

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

WHEREAS, the City Council finds certain amendments to Bastrop Code of Ordinances necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City Council finds the attached amendments reasonable and necessary.

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

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

Section 2. Amendment: Article 2.4 Administration Sec. 2.4.001 Nonconforming Uses and Structures is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.

Section 3. Repealer: To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby

repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

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

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Effective Date: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

Section 7. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED on First Reading by the City Council of the City of Bastrop, on this, the 11th day of April 2023.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 25th day of April 2023.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop

Code of Ordinances Chapter 14

Bastrop Building Block (B3) Code

Chapter 2: Zoning Procedures

ARTICLE 2.4 ADMINISTRATION

SEC. 2.4.001 NONCONFORMING USES AND STRUCTURES

(a) Intent of Provisions - It is the intent of this code to keep authentic Bastrop and not create any exceptional hardships or have a disparate impact on any segment of the community or area.

(2) An Application for a building permit for any proposed use other than those specified in the "P2" District must be made to the Director of Planning & Development. If the Applicant shows that plans and other preparation for developing the property commenced prior to annexation by the City, as established by the Texas Local Government Code Chapter 43, City Council shall authorize the Construction of the Project by a majority vote.

SEC. 2.3.004 ANNUAL ADOPTION OF SCHEDULE OF UNIFORM SUBMITTAL DATES FOR SITE PLANS AND PLACE TYPE ZONING CHANGES

City Council will annually meet in September to adopt a Schedule of Uniform Submittal Dates in order to comply with Texas Local Government Code Chapter 211 for Zoning Changes, and Site Plan applications. The Schedule of Uniform Submittal Dates will include dates when applications will be accepted, when review for completeness checks will occur, when the Planning & Zoning Commission will meet, and/or when Administrative decisions by the Director of Planning & Development will occur.

ARTICLE 2.4 ADMINISTRATION

SEC. 2.4.001 NONCONFORMING USES AND STRUCTURES

- (a) Intent of Provisions - ***It is the intent of this code to keep authentic Bastrop and not create any exceptional hardships or have a disparate impact on any segment of the community or area***
- (1) Within the districts established by this Code or amendments thereto, exist lots, Structures, uses of land, and characteristics of use that were lawful before this Code was enacted, amended or otherwise made applicable to such lots, Structures or uses, but that do not now conform to the Standards of the Code where they are located. It is the intent of this Code to permit such nonconforming lots, Structures or uses to continue, as long as the conditions within this Section and other applicable sections are met.
 - (2) It is further the intent of this ordinance that nonconforming uses shall not be enlarged upon, expanded or extended, intensified and not be used as a basis for adding other Structures or uses prohibited elsewhere in the same district.
 - (3) Nonconforming uses are hereby declared to be incompatible with the permitted uses in the districts involved.



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve Resolution R-2023-68 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement between the City of Bastrop and Bastrop County, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

The city of Bastrop executed a non-binding letter of intent with Bastrop County to take the lead on the development of the Pine Forest Subdivision, more specifically unit 6 (PF6). This section is largely within the city limit and the remainder is wholly within the 1-mile city of Bastrop Extra Territorial Jurisdiction.

The eventual sale of the PF 6 lots will reimburse the city approximately 1 million dollars in legal fees expended as part of settling a multi-year lawsuit. The ILA is consistent with the terms of the letter of intent signed in 2022.

The attached resolution and exhibit provides more detail as to the terms of a future development agreement with a future developer.

POLICY EXPLANATION:

A previous Interlocal agreement and amendments are in place that contemplate the reimbursement for the city once the PF 6 lawsuit is settled or exhausted. The suit if finalized and now is the time to begin recovering the fees.

FISCAL IMPACT:

Revenue

RECOMMENDATION:

Trey Job, Assistant City Manager of Development Services recommends approval of Resolution No. R-2023-68.

ATTACHMENTS:

- Resolution No. R-2023-68

RESOLUTION NO. R-2023-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT⁸ BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY, ON PINE FOREST UNIT 6, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY REGARDING PINE FOREST UNIT 6.

WHEREAS, the City Council of the City of Bastrop ("City Council") finds it to be in the public interest and necessary to cooperate with Bastrop County regarding opportunities to convey certain interests in real property to a party who will develop the property in a comprehensive manner that includes vital infrastructure; and

WHEREAS, the City and County agree to let the City take the lead role in facilitating negotiations for a private party to purchase the property and build a master planned community in compliance with the applicable rules and regulations.

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

Section 1: The City Council hereby authorizes the City Manager to execute the attached Interlocal Agreement with Bastrop County.

Section 2: The City Council directs City staff to work cooperatively with County officials to effectuate the purposes and goals established by the Interlocal Agreement.

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 this 11th day of April 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF BASTROP & BASTROP COUNTY**

This Interlocal Agreement (“Agreement”) is between the **CITY OF BASTROP, TEXAS** (“City”), a duly organized and operating Home Rule municipality of the State of Texas, and the **COUNTY OF BASTROP, TEXAS** (“County”), a duly organized and operating political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, for the purposes and consideration as set out below. The County and the City are sometimes referred to herein individually as the “Party,” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Texas Interlocal Corporation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the prevention and protection of the health and safety of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the Parties desire to engage in a series of real estate transactions, planning efforts, regulation, and possibly the construction of vital infrastructure facilities needed for the comprehensive, master planned development of certain lots in the Pine Forest Area (“Project”); and

WHEREAS, the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest, with particular focus on the sale, construction, and development of property known as the Pine Forest Unit 6 lots (“Property”), the location and extent of which is identified on Exhibit A attached hereto and incorporated herein; and

WHEREAS, on August 29, 2022, the City and the County executed a Letter of Intent to outline the essential concepts of the Project; and

WHEREAS, on October ____, 2022, the City of Bastrop City Council held a lawful open meeting to consider the terms of an agreement between the City and the County which would allow for the completion of the Project; and

WHEREAS, the Parties intend for the City to be the lead Party in initiating, managing, regulating, and implementing the terms and conditions related to this Project, including but not limited to any real estate transactions; and

WHEREAS, the Parties agree to exercise eminent domain powers as needed to preserve the public purpose and to enable the public to enjoy the benefits of improved services and utilities; and

WHEREAS, the City and the County desire to cooperate regarding the mutual responsibilities, obligations, and duties as stated herein for the Project, including a plan that shall follow the City's development process under the City's Code of Ordinances;

WHEREAS, the City and County acknowledge that this Project is located in critical habitat for the Houston Toad, and all development must comply with all federal, state, and local laws and regulations; and

WHEREAS, the Parties intend implementation of this Agreement to ensure fair and reasonable development regulations and procedures related to this Project.

NOW, THEREFORE, in consideration of the premises and of the terms and mutual provisions herein contained, the City and the County hereby agree as follows:

1. Purpose

1.1 The objective of this Agreement is to establish the roles and responsibilities of the City and the County regarding the Property, and to identify the applicable regulations and development standards that will be applied to the Project.

2. Development Objectives

2.1 The Parties agree that the Property is to be conveyed in its entirety to one or more purchasers ("Developer") with a demonstrated capability of developing the project in a comprehensive manner as a whole. Proceeds from the sale of the Property are to be disbursed as has previously been agreed by the Parties in separate instruments attached hereto as Exhibit B.

2.2 The Parties agree that the developer of the Project shall be responsible for designing and constructing the Project's infrastructure (e.g., water, wastewater, streets, and drainage). Any public conveyance or dedication of that infrastructure shall be to the City for operation and maintenance unless contractual provisions are made between the City and developer for the assumption of responsibility by a property owners association or the Bastrop County Water Control and Improvement District No. 2 (WCID #2).

2.3 The Parties agree that the Property is to be wholly annexed into the incorporated municipal boundary (i.e., City Limits) of the City as part of the comprehensive development process.

2.4 The Parties agree that the development of the Project will be governed by the sections, language, and applicable requirements of City's regulations related to subdivision, replatting, and infrastructure improvements.

3. Obligations of the County

- 3.1 The County shall cooperate with the City to implement the development standards as set forth above and herein this Agreement.
- 3.2 The County shall collaborate with the City's representatives, agents, or consultants to develop any plans necessary for compliance with development standards provided herein.
- 3.3 The County authorizes the City to act as its agent for the purpose of the City negotiating with a Developer to effectuate the Project.
- 3.4 The County agrees that all of the City's costs associated with the development **plan** of Pine Forest are recoverable through the sale of the Property.
- 3.5 The County agrees that land acquisition costs, including professional services associated with land acquisition, are recoverable through the sale of the Property. This shall include services associated with land acquisition to provide proper drainage, water, and wastewater infrastructure.

4. Obligations of the City

- 4.1 The City agrees that land acquisition costs, including professional services associated with land acquisition, are recoverable through the sale of the Property. This shall include services associated with land acquisition to provide proper drainage, water, and wastewater infrastructure.
- 4.2 The City shall cooperate in good faith with the Consultant in developing or modifying the plans, as needed and pursuant to this Agreement.
- 4.3 The City shall convey only the land it owns or is otherwise authorized to sell by the owner of such land and that is necessary to proceed with the completion of the Project.
- 4.4 The City shall require the development agreement between the City and the future developer to contain language that will not allow the future developer to use the votes of the developer to assess a fee that contributes to the development cost for items such as Streets, Drainage, Water, Wastewater, or any other utility infrastructure through the Pine Forest Property Owners Association. **Notwithstanding the forgoing the City also shall have the authority to opt out any developed lots within any proposed special districts within Pine Forest Unit 6.**
- 4.5 The City shall require the development agreement between the City and the future developer to be in compliance with the County of Bastrop's section 10 permit through U.S. Fish and Wildlife Service. Permitting related to the Houston Toad will be through Bastrop County **or directly through U.S. Fish and Wildlife.**

5. Term & Termination

- 5.1 The term of this Agreement shall begin on the date of execution of this Agreement and end at 5:00 p.m. Central Standard Time on December 31, 2027.

- 5.2 As used in this Agreement, “default” shall mean the failure of the County or City to perform any obligation at the time and in the manner required by this Agreement.
- 5.3 Upon failure of either Party to this Agreement to perform an obligation required hereunder, the other Party shall promptly give written notice of such default to the Party in default. The Party in default shall have thirty (30) days after receipt of such notice of default within which to cure such default and, if cured within such time, the default specified in such notice shall cease to exist.
- 5.4 If default is not cured as provided in this Agreement, the Party not in default may resort to all remedies under the law. The Parties shall each bear their respective attorneys’ fees and court costs incurred as a result of any action to enforce this Agreement. Following the expiration of sixty (60) days after receipt of notice of default by the defaulting Party, and providing that the default complained of has not been cured by the defaulting Party, then the non-defaulting Party may, in addition to any other rights or remedies available at law or in equity, terminate this Agreement by providing written notice to the defaulting Party, with the termination to be effective on such future date as specified in the notice of termination sent to the defaulting Party.

6. Miscellaneous Provisions

- 6.1 **Expenses & Recoverable Costs.** The Parties agree that any costs that are over the funds of the Parties’ investment in the Project will be recoverable from the sale of the Property. Recoverable costs from the sale of the Property shall be allocated among the Parties as described herein and as agreed in the Interlocal Agreement between the City, the County, and the Bastrop Independent School District, entered into on January 8, 2015, as amended on April 23, 2018, which is attached to this Agreement as Exhibit B. Any expenses incurred by the Parties under this Agreement are payable from current funds of that Party.
- 6.2 **Non-Waiver.** No waiver of any one or more events of default shall operate as, or be deemed to be, a permanent waiver of any rights or obligations, an express or implied waiver of any rights or obligations, or an express or implied acceptance of any other existing or future event of default, whether of a similar or different character; nor shall such a waiver constitute either an amendment of the terms of this Agreement, or a practice or course of dealing between the Parties contrary to the terms of this Agreement.
- 6.3 **Law & Venue.** This Agreement shall be subject to all federal laws and the laws of the *State of Texas* as applicable to the Parties and for the purposes expressed herein. Venue shall lie in *Bastrop County*, Texas.
- 6.4 **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or City, nor to create any legal rights or claim on behalf of any third party. The County and the City do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

- 6.5 **Liability Coverage.** Each Party shall, at its sole cost, provide liability coverage for itself covering its own activities and duties set forth herein. Neither Party is obligated under this Agreement to indemnify or defend the other Party.
- 6.6 **Relationship.** Each Party is acting independently; neither is an agent, servant, or employee of the other; and the Parties are not engaged in a joint enterprise.
- 6.7 **Assignment.** The rights and obligations of this Agreement may be filled by a third-party developer through a separate development agreement with the prior written consent of both Parties.
- 6.8 **Amendments & Modifications.** This Agreement may not be amended or modified except in writing and executed by the County and the City.
- 6.9 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.
- 6.10 **Gender, Number & Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- 6.11 **Notices.** Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, addressed as follows:

To the County:
 Bastrop County
 Attn: County Judge
 P.O. Box 577
 Bastrop, Texas 78602

To the City:
 City of Bastrop
 Attn: City Manager
 1311 Chestnut Street
 Bastrop, Texas 78602

With a copy to:
Bastrop City Attorney
1311 Chestnut Street
Bastrop, Texas 78602

- 6.12 **Attorneys’ Fees.** If any lawsuit or other legal proceeding is brought by one Party against the other, each Party shall bear their respective attorneys’ fees and court costs.
- 6.13 **Entire Agreement.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.
- 6.14 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The Parties have executed and attested this Agreement by their officers as duly authorized on the date first written above.

BASTROP COUNTY:

CITY OF BASTROP:

Gregory Klaus
County Judge

Sylvia Carrillo
City Manager



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve Resolution No. R-2023-63 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Health, LLC dba PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-Two Thousand Three Hundred Thirty Four Dollars (\$32,334), authorizing the City Manager to execute all necessary documents, and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program in compliance with all applicable laws and regulations to cover the uninsured or otherwise under insured portion of the flight charges that may be incurred by members requiring emergency air medical transportation.

The City of Bastrop has contracted with PHI since February 2020. Our current agreement ends April 30, 2023. The contract is based on the number of households. The City of Bastrop has approximately 5,389 households in the Incorporated City of Bastrop. By approving this contract, the residents within the City will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms of this Agreement. The cost of these memberships is a total amount of \$32,334 and a term of one (1) year. This is an increase of \$1,072 over the FY2022 amount. The increase was minimal even though the number of households increased due to the decrease in the per household cost from \$7.00 to \$6.00. This decrease is applied once a community reaches 5,000 households.

This agreement meets the “Community Safety” focus area of the City Council of the City of Bastrop.

FISCAL IMPACT:

This amount was budgeted in FY 2023 (page 134-136)

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of Resolution No. R-2023-63 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-Two Thousand Three Hundred Thirty Four Dollars (\$32,334), authorizing the City Manager to execute all necessary documents, and providing for an effective date.

ATTACHMENTS:

- Resolution R-2023-63
- Agreement for PHI Cares Membership

RESOLUTION NO. R-2023-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONTRACT WITH PHI HEALTH, LLC DBA PHI AIR MEDICAL FOR ANNUAL MEMBERSHIP FOR EMERGENCY AIR MEDICAL TRANSPORT IN THE AMOUNT OF THIRTY-TWO THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS (\$32,334) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council identified “Community Safety” as a Focus Area; and

WHEREAS, the City of Bastrop has approximately 5,389 households in the Incorporated City of Bastrop; and

WHEREAS, PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program (the “PHI Cares Program”) in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

WHEREAS, the City of Bastrop desires to enter into this Agreement with PHI whereby the Residents within the City will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

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

SECTION 1. That the City Manager is hereby authorized to execute a contract with PHI Health, LLC dba PHI Air Medical, at a cost of Thirty-Two Thousand Three Hundred Thirty-Four Dollars (\$32,334) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found PHI Health LLC, dba PHI Air Medical, to be subject matter experts in the field of providing air ambulance services.

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 from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 25th day of April 2023.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

AGREEMENT FOR PHI CARES MEMBERSHIPS FOR CITY RESIDENTS

This Agreement for PHI Cares Memberships for City Residents (this “Agreement”) is made effective the **1st day of May 2023** (the “Effective Date”) between **the City of Bastrop, Texas** (“City”) and PHI Health, LLC d/b/a PHI Air Medical, a Louisiana limited liability company (“PHI”). City and PHI may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, City has approximately **5,389 households** in the **Incorporated City of Bastrop, in the State of Texas**, with approximately **14,011 residents** living in these households (each a “Resident” and collectively, the “Residents”);

WHEREAS, PHI is an air ambulance company that is licensed in the **State of Texas** and that provides a membership-based program (the “PHI Cares Program”) in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

WHEREAS, City desires to enter into this Agreement with PHI whereby the Residents within City will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

Article I.

Scope of Agreement and Term

1.1 Contract for Ambulance Membership. This Agreement relates to the acquisition of PHI Cares memberships by City for the benefit of City Residents and covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by such Residents when requiring emergency air medical transportation on a PHI aircraft.

1.2 Term. The term of this Agreement commences as of the Effective Date set forth above and continues for a period of one (1) year, through **April 30, 2024** (the “Term”), unless otherwise terminated as provided for herein. At the end of the Term, the Parties may negotiate to extend this Agreement or enter into a new agreement.

Article II.

PHI Memberships

2.1 Annual Fee; Adjustment. Pursuant to this Agreement and effective during the Term of this Agreement, City is purchasing PHI Cares memberships for the households and the Residents residing in these households of City (individually, a “Member” and collectively, the “Members”) for a total annual amount equal to **\$32,334** (the “Annual Fee”). The Annual Fee is based on an expectation of **5,389 households** at a rate of **\$6.00 per household**, which shall cover the Residents residing in these households. The Annual Fee shall be paid in advance on or before the Effective Date.

2.2 Compliance. City and PHI shall comply with all applicable federal and state laws and regulations governing membership programs.

2.3 Non-Exclusivity. It is understood and agreed by the Parties that PHI is not the exclusive carrier for air medical transports in City. Any calls for air medical transports in City shall be made in accordance with the protocols of the requesting EMS agency or referring hospital physician.

2.4 Terms and Conditions. The general terms and conditions of the PHI Cares Program are as described in the attached Exhibit "1," which is made a part of this Agreement (the "PHI Cares General Terms and Conditions"). In addition, the following specific terms shall apply to this Agreement:

- (a) **Location.** Transport must be for an Incorporated City Resident requiring PHI to provide air medical transport from a pickup location within the City of Bastrop, Texas or Bastrop County, Texas (the "City Service Area").
- (b) **Membership ID #.** PHI will provide the City with a supply of **500 membership cards** which the City will distribute and make available to the Residents of Bastrop, Texas. This membership card will contain the Membership ID # for the City of Bastrop and the contract expiration date.
- (c) **Notifying PHI.** It is the responsibility of City or any transported Resident of the Incorporated City of Bastrop to contact PHI and notify it that an Incorporated City Resident has been transported by PHI and to provide PHI with the name of such Resident. In addition, in order to avoid receiving a bill for their medical transport, Residents should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of Residents' PHI Cares membership.
- (d) **Not Insurance Product.** MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.
- (e) **Coverage.** Each membership covers the entire household (i.e., each individual member of the household that is a Resident of City) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits. Medicaid recipients are excluded from membership in accordance with applicable state law.
- (f) **Roster of Incorporated City Residents.** The City shall provide PHI with a roster each calendar quarter, which will contain, at a minimum a list of the physical address of each Incorporated City Resident.

2.5 Full National Household Membership Upgrade Option. Any individual who resides within the incorporated boundaries of City may elect to upgrade their membership to a full national household membership (covering the entire household, as defined below), which shall include coverage outside the City Service Area, for an additional **\$30.00 per year**; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft. For a list of PHI Cares service areas, please see the PHI Cares website: www.phicare.com, or contact the membership office for a copy. To obtain this upgrade, City of Bastrop, Texas Residents are required to call the PHI Cares Membership office directly or complete a Membership Upgrade Form for each Resident requesting this option.

2.6 Household. For purposes of this Agreement and PHI Cares membership, a household is considered to include all immediate family members and up to 3 non-family members who reside in the same household.

2.7 Refunds. No refunds will be extended to City (or any individual) as a result of existing PHI Cares members, which are separate from this Agreement.

2.8 Conflicts. Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

Article III. Termination

3.1 Termination. Either Party may terminate this Agreement for any reason upon providing the other Party with at least thirty (30) days prior written notice. In the event that PHI terminates this Agreement for convenience pursuant to this Section 3.1, PHI shall refund City the prorated amount of the Annual Fee for the remainder of the Term. In the event that City terminates this Agreement for convenience pursuant to this Section 3.1, City shall not be entitled to a refund of any portion of the Annual Fee.

3.2 Immediate Termination. Either Party may terminate this Agreement with ten (10) days' prior written notice (provided such notice period is legally permitted) if: (1) the Attorney General of Texas renders an official opinion that voids, modifies, or otherwise affects any provision in this Agreement; or (2) a court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any provision of this Agreement; or (3) a duly authorized statute, law, rule, or regulation is enacted or modified by a competent legislative authority in such a manner that materially modifies, voids, or affects this Agreement (including having any material effect on PHI's cost, as determined in PHI's reasonable discretion). If any one of the above-described events occurs, the Parties will exert their best efforts to agree on an alternative agreement in conformance with any such opinion, judgment, or legislative enactment to the extent feasible.

3.3 Termination for Default.

(A) City may terminate this Agreement for default if PHI breaches any material term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from City.

(B) PHI may terminate this Agreement for default if City breaches any term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from PHI.

(C) Remedies. In the event of a default by PHI and City's termination pursuant to Section 3.3(A) above, City's sole and exclusive remedy shall be the pro-rata refund of the Annual Fee for the remainder of the Term. In the event of a default by City and PHI's termination pursuant to Section 3.3(B) above, PHI's sole and exclusive remedy shall be to retain the Annual Fee for the Term.

Article IV. Indemnification and Limitation of Liability

4.1 Indemnification. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY ("INDEMNITOR") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, (COLLECTIVELY, "CLAIMS") TO THE EXTENT BUT ONLY TO THE EXTENT RESULTING OR ARISING FROM THE INDEMNITOR'S BREACH OF THIS AGREEMENT OR ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE INDEMNITOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.

4.2 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event, whether as a result of contract, tort, strict liability or otherwise, shall PHI be liable to City or any Member for any punitive, indirect, incidental or consequential damages, including, without limitation, loss of profits, loss of use or loss of contract.

4.3 Survival. The provisions of this Article IV will survive the expiration or early termination of this Agreement or any extensions hereof.

Article V. Miscellaneous

5.1 Entire Agreement. This Agreement (including any and all exhibits and attachments hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communication, representations or agreements, either oral or written, with respect to the matters addressed herein. All modifications or amendments to this Agreement must be in expressed in a written instrument duly executed by both Parties mutually agreeing to such modification or amendment.

5.2 Assignment and Delegation. The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither Party may assign any rights or delegate any duties under this Agreement without the other Party's prior written approval, which approval shall not be unreasonably withheld.

5.3 Severability. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.4 Applicable Law; Enforcement and Venue; Attorney's Fees. This Agreement shall be enforceable in Bastrop, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Bastrop County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas. This Agreement will be interpreted and construed as broadly as possible consistent with the purposes stated herein. In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the other Party.

5.5 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, sent via certified mail, postage prepaid, return receipt requested, or sent via facsimile to the following addresses:

If to City:

City of Bastrop
 1311 Chestnut Street
 Bastrop, Texas 78602
 Attn: Sylvia Carrillo, City Manager
 Email: scarrillo@cityofbastrop.org

With a copy to:

Bojorquez Law Firm, P.C.
 Attn: Alan Bojorquez
 12325 Hymeadow Drive, Suite 2100
 Austin, Texas 78750
alan@texasmunicipallawyers.com

If to PHI:

PHI Health, LLC
 2800 N. 44th Street, Suite 800
 Phoenix, Arizona 85008
 Attn: David Motzkin, President
 Email: dmotzkin@phiairmedical.com

With a copy to:

PHI Health, LLC
 Attn: PHI Legal Affairs Department
 2800 N. 44th Street, Suite 800
 Phoenix, Arizona 85008

Any Party may change their address for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

5.6 **Independent Contractor Status.** PHI is an independent contractor, and is not the City's employee. PHI's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No Party has authority to enter into contracts as agent for the other Party. PHI and the City agree to the following rights consistent with an independent contractor relationship:

- (1) PHI has the right to perform services for others during the term hereof.
- (2) PHI has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) PHI has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) PHI or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help PHI.
- (5) Neither PHI nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require PHI or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither PHI nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

5.7 **Counterparts; Authority.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Each individual executing this Agreement on behalf of a Party represents that he/she is authorized to enter into and deliver this Agreement and bind the Party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

PHI HEALTH, LLC
d/b/a PHI AIR MEDICAL

CITY OF BASTROP, TEXAS

By: 

By: _____

Name: David Motzkin

Name: _____

Title: President

Title: _____

Date: 04/12/2023

Date: _____

EXHIBIT 1

PHI Cares General Terms and Conditions

Membership

PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically configured aircraft as set forth herein. Membership is valid for one (1) year beginning five (5) days after your completed application and nonrefundable payment have been received and processed by the PHI Cares membership office. These Terms and Conditions also apply to renewing memberships, provided that payment of the annual membership fee is received within thirty (30) days of the renewal date.

As used herein, the terms "you," "your," and "Member" shall mean any members enrolled in the PHI Cares Program; the terms "our," "we," "us," and "PHI" shall mean PHI Health, LLC; the term "PHI Cares Program" shall mean the PHI Cares membership program operated by PHI; and the term "Terms and Conditions" shall mean the PHI Cares Program Terms and Conditions.

Billing

Members are charged an annual membership fee payable yearly in advance. The annual membership fee charged by PHI is based on certain factors, including whether or not you have healthcare insurance coverage.

A Member who receives a medically necessary transport through the PHI Cares Program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third party payor, or a third party who may be legally responsible for the charges. In other words, PHI Cares accepts what your insurance or other third-party source of payment pays as "payment-in-full," relieving you of any other charges for the air medical transport.

PHI will bill your healthcare insurer or other third-party payor (for example, Medicare), or seek recovery from any legally liable third party (for example, a car accident which causes you injury as a result of someone else's fault or negligence) for the air medical transport. Should you receive payment directly from your healthcare insurer, other third-party payor, or from a legally liable third party for all or any portion of the charges for the air medical transport, you agree to promptly remit such payment to PHI. If any third party or his/her insurer who is legally liable pays for the air transport charges either through settlement of a claim or a judgment from a lawsuit, you agree to promptly remit the amount received by you for air transport charges included in such settlement or judgment.

Members who have no healthcare insurance coverage at the time of enrollment and no other third-party payor to cover air medical transport charges will be relieved by PHI from any patient transport charges for medically necessary air transport services on a PHI aircraft.

PHI Cares Members are responsible for and agree to pay for any charges that are not covered by the PHI Cares Program, including but not limited to air transport pick-ups outside of the PHI Cares service area or any ground ambulance transportation services that Members may incur in connection with any PHI air medical transport.

Eligibility & Availability

Medicaid participants are not eligible for membership in the PHI Cares Program.

Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, weight limitations of the PHI aircraft, or other reasons that make the PHI aircraft unavailable to respond to a request. Further, medical or dispatch personnel may call another air ambulance provider in which event your PHI Cares membership will not cover the medical transport.

Passenger weights and other operating restrictions may limit our ability to transport a Member. PHI, in consultation with other healthcare providers or dispatch agencies, reserves the right to determine whether air medical transport is medically necessary, safe, and appropriate under the circumstances.

Membership in the PHI Cares Program is not an insurance product. PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or any ground ambulance services provider. Notwithstanding the foregoing, in addition to covering medically necessary transports on PHI aircraft, your membership will also cover medically necessary transports on PHI's partners' aircraft if such transports occur within PHI's service areas. Please visit our website at www.PHICares.com or contact our Membership Department to obtain more information on our current air ambulance membership partners. Any medical transports on a PHI Cares partner aircraft shall be subject to the same Terms and Conditions stated herein.

Service Area

Membership provides household national coverage for medically necessary air transports on PHI medically configured aircraft to the closest appropriate facility within 200 miles for a rotor wing (helicopter) and 600 miles for a fixed wing (airplane). The point of pickup must be within the PHI Cares service area. For a list of service areas, please see the coverage map on the PHI Cares website: www.phicare.com/coverage.shtml or contact the membership office directly.

Notifying PHI Cares Membership Department of Transport

You should inform the healthcare provider, dispatcher, or emergency personnel of your PHI Cares membership at the time an air medical transport is requested, as these personnel will not be aware of your PHI Cares Membership. In addition, it is the responsibility of each Member to contact us if a registered and eligible household dependent has been flown by PHI. Please call our Membership Department at: **1.888.435.9744 (1.888. 1 Fly PHI), Monday-Friday, 0800 to 1600 Hours MST.**

Termination and Renewal of Coverage

PHI may terminate your membership for failure to comply with the Terms and Conditions of the PHI Cares membership program. PHI reserves the right to discontinue its PHI Cares Program at any time upon notice to Members. In such event, PHI shall return a pro rata portion of the membership fee. PHI also reserves the right to unilaterally modify the Terms and Conditions, including but not limited to the membership fee to be charged to Members who join or renew their membership after the effective date of such change. It is your responsibility to renew your membership prior to the expiration of the one-year term. A completed renewal application and nonrefundable payment must be received within thirty (30) days of the renewal date. If you do not renew your membership, your membership and coverage thereunder will automatically terminate at the end of the one-year term. Renewal contracts may include changes in coverage.

Acknowledgment

You acknowledge that all information included in the completed application is correct to the best of your knowledge, including all health insurance information. If your healthcare insurance is no longer in effect at the time air medical services are rendered, your PHI Cares membership will not cover your air medical transport charges, unless you have notified PHI Cares of such cancellation and have paid the supplemental membership fee charged to PHI Cares members who do not have healthcare insurance. Any changes in your healthcare insurance information, including the cancellation of healthcare insurance coverage, must be reported to the PHI Cares membership office within five (5) business days of such change or cancellation.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions set forth herein.

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<https://www.phicare.com/termsandconditions.shtml>



STAFF REPORT

MEETING DATE: April 11, 2023

TITLE:

Consider action to approve Resolution No. R-2023-50 of the City Council of the City of Bastrop, Texas, approving the Financial Procedures Manual, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Finance Department has been operating from various procedures documents that have been continually updated over the years. These various procedures documents were never combined into one manual. The following procedures documents were in writing and provided to staff along with any policy documents:

Accounts Payable Process, Payroll procedures, Worker's Compensation procedures, Budget Transfer Request, Purchase Orders, Lien process, Fixed Asset procedures, RFP/RFQ procedures, Unclaimed Property process, Cash Handling (separate document for each location), Voiding a Check, Vehicle Registration Renewal process, Grant Submittal Request, Grant procedures, Insurance procedures, and form 1099 processing.

The Finance Department has also created several power point presentations explaining various processes from Accounts Payable to Payroll.

The purpose of the Financial Procedures Manual is to combine other documents to provide guidelines for the financial management and administrative staff in performing the City's day-to-day financial affairs. This document covers all of the major topics that are part of the day-to-day processing and provides clear procedures.

This procedures document will be reviewed and updated at least every two years. The management and administrative staff that duties include financial transactions will be required to review and sign their acknowledgment of such review.

This manual has been update to reflect the feedback received from City Council at the March 28, 2023 regular meeting.

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of Resolution No. R-2023-50 of the City Council of the City of Bastrop, Texas, approving the Financial Procedures Manual, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

ATTACHMENTS:

- Resolution R-2023-50
- Financial Procedures Manual

RESOLUTION NO. R-2023-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FINANCIAL PROCEDURES MANUAL, WHICH IS ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of local government to ensure that public funds are managed in a prudent and financially sound manner; and

WHEREAS, the City Council of the City of Bastrop, Texas, identified fiscal responsibility and organizational excellence as two of their focus areas; and

WHEREAS, this Financial Procedures Manual has been developed to provide guidelines for the financial management and administrative staff in performing the City's day-to-day financial affairs. This document covers all of the major topics that are part of the day-to-day processing and provides clear procedures; and

WHEREAS, the City Council of the City of Bastrop, Texas requests that the Financial Procedures Manual be reviewed and updated at least every two years.

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

SECTION 1: The City Council hereby approves the City of Bastrop Financial Procedures Manual, which is attached as Exhibit A, and requests that it be reviewed and updated at least every two years.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas on the 11th day of April, 2023.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Financial Procedures

Draft
April 11, 2023

INTRODUCTION

The purpose of the Financial Procedures is to provide guidelines for the financial management and administrative staff in performing the City’s day-to-day financial affairs. This document covers all of the major topics that are part of the day-to-day processing and provides clear procedures.

All employees are required to complete annual training that includes but is not limited to the detection of social engineering, phishing, business email compromise, and other scams. Following these procedures will actively prevent the City from falling victim to fraudulent activity.

This procedures document will be reviewed and updated at least every two years. The management and administrative staff that duties include financial transactions will be required to review and sign their acknowledgment of such review.

Employee Acknowledgment

I have received a copy of these financial procedures and understand my responsibilities as it pertains to my day-to-day financial procedures.

I understand that my failure to follow these procedures that results in material loss to the City places me at risk of immediate termination at the discretion of the City Manager.

Further, I understand that this document will become a part of my personnel file.

Employee Name (please print): _____

Department: _____

Employee Signature

Date

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ACCOUNTS PAYABLE

Purpose

The purpose of this policy is to ensure that the vendors of the City of Bastrop are paid in accordance with established accounts payable procedures. The City of Bastrop will strive to make timely and accurate payments to all vendors.

Scope

This policy applies to all departments that submit invoices or payment requests to accounts payable for payment.

Policy

Any invoice or payment request form sent to the City of Bastrop for payment, will be presented to the Accounts Payable Finance Specialist as described below in the procedure section. All invoices will be paid within 30 days from invoice date (or receipt of goods or services date) as noted on the invoice. The Accounts Payable Finance Specialist will process payments bi-weekly (non-payroll weeks) for invoices due for payment that have been processed according to the procedure.

Deadlines

Invoices or payment requests for bi-weekly AP processing should be submitted to Finance no later than Friday at 5PM prior to the week of processing (non-payroll weeks). The Finance Department will provide a fiscal year PAYMENT CALENDAR, located in the Ready to Pay folder of the AP Share drive at: **M:\AP Share\READY TO PAY**

Accounts Payable Procedure - Departments

Vendors

1. New Vendors
 - a. New vendors require the completion of a NEW VENDOR PACKET and must specify the requesting city department to whom they will be doing business with.
 - b. NEW VENDOR PACKETS must be submitted to the Finance Department from the department or origin and must be provided to the Finance Department prior to placing an order.
2. Established Vendors
 - a. If the vendor is in Incode but no payment has been processed in over a year, a NEW VENDOR PACKET will need to be completed to make sure all information is up to date.

Regular Payables

Invoices that do not require a purchase order (see Purchase Order Policy & Procedures) are referred to as “Regular Payables”. Regular payable items are entered through Common > Processing > Processing > Add Packet and the back-up invoices should be scanned into the Ready to Pay folder of the AP Share drive at: **M:\AP Share\READY TO PAY\3 - 23-02-03 COB RP'S**

Once items are scanned in, pay close attention to the following:

1. Regular Payable Packet naming convention:

YYMMDD DEPT NAME (ex: 230203 HR)

Note: the regular payable packet name and the name you assign to the scanned back-up in the ready to pay folder should be the same.

2. Make sure you have correctly completed the AP Stamp/Authorization entirely, and make sure the approval signature is from an approver with the required authorization limits.
3. When entering a regular payable item, the PAYABLE ID is the invoice number. If there is no invoice number, use the invoice date in the format of YYMMDD.
4. DO NOT POST your regular payable packet. The Accounts Payable Finance Specialist will audit regular payable entries against the back-up invoices scanned to the ready-to-pay folder and post once discrepancies are cleaned up.

PO (Purchase Order) Invoices

Invoices that require a PO will not be entered into Regular Payables. A purchase order is created using the Requisition process. Once an invoice is received for which a PO is required, you will simply scan the invoices and PO into the Ready to Pay Folder of the AP Share drive at:

M:\AP Share\READY TO PAY\2 - 23-02-03 COB PO'S

The Accounts Payable Finance Specialist will audit invoices to make sure the AP Stamp/Authorization is completed accurately, and all back-up documents are attached (PO and any necessary Purchasing Summary documents).

The Open PO number is documented correctly on the Invoice.

The Invoice amount is checked against the PO amount and any differences should be explained in writing on the Invoice or PO. (Also, noting if final payment and the balance of the PO needs to be voided).

Monthly Statements

1. Shared statement accounts-

- a. The Accounts Payable Finance Specialist will provide an excel spreadsheet for each statement vendor in the Ready to Pay Monthly Statements folder at:

M:\AP Share\READY TO PAY\5 - MONTHLY STATEMENTS (Napa B & B - BARNARD'S – CINTAS Uniforms - LOWE'S)

- b. Each department will enter their individual transactions onto the excel spreadsheet by the 8th of every month, for the previous month's vendor statement (Napa B & B, BARNARD'S, CINITAS UNIFORMS, LOWES). They will also scan their stamped and coded receipts in each vendor folder. The naming convention for scanned receipts will be:

yymm vendor dept (ex: 2212 BARNARDS BPL)

- c. The Accounts Payable Finance Specialist will reconcile the excel spreadsheet entries to the monthly vendor statement and once reconciled, will import into the payment process for each vendor.

2. PNC PCards

- a. All individual card holders and departments will receive a monthly PNC statement and will be responsible for coding each expense in the PNC Spendnet Navigator portal, reviewing, and uploading stamped receipts for all transactions on their individual and department PNC PCard statements.
- b. The designated 1st line reviewer will review and approve that each expense entry is complete and correct and that each corresponding receipt has been stamped and scanned into the PNC portal.
- c. The authorized department head will review and give final approval for all transactions on the individual and department Pcards they are responsible for. This review and approval process must be completed by the 15th of the following month.
- d. Once the Accounts Payable Financial Specialist has reviewed, approved, and reconciled the statements to the amount drafted from the City's bank account, transaction detail will be imported to ERP software and all back-up and receipts will be moved over to Laserfiche.

Pay close attention to the following:

- a. All items scanned in should be ONE SIDED and RIGHT SIDE UP.
- b. All receipts should be a copy (no tape or staples for scanning purposes).

- c. If a receipt is missing, a memo explaining the expense with codes and appropriate signatures is required.

Accounts Payable Procedure - Finance

Vendors

1. Make sure that the new or updated vendor packet was received from a department. If not, the Accounts Payable Financial Specialist will call the department to confirm the initiation of this new or updated vendor. This verification will be documented on the vendor information form.
2. If a vendor has requested payment through Electronic Fund Transfer, the Accounts Payable Financial Specialist will use the EFT Verification Form to confirm the banking information provided on the EFT form. This form requires staff to verify the information by a method that is different than how it is received (ie. call when the information is emailed). This verification will be documented on the EFT Verification Form, reviewed and signed by a Supervisor, and filed in Laserfiche with the vendor packet. If this information cannot be verified, the vendor will be put on HOLD until such verification can be completed.

Invoices that do not require a purchase order:

1. The Accounts Payable Financial Specialist will review all invoices verifying the correct vendor and amount have been entered.
2. Finance will POST the packet which moves items to payment process.
3. If the invoice has not been approved by someone with signature authority in that department, the invoice is sent back to the department for approval (this could delay payment).

For invoices that have POs entered:

1. The invoices are reviewed for authorized signature, account coding and required supporting documentation (ex. Purchasing Summary and backup).
2. POs are receipted in based on the invoice total (if the two amounts are different, an explanation should be in writing on the Invoice (ex. Partial pay).
3. The invoices are put into Laserfiche until payments are ready to be processed.

Payment Processing Procedure

1. The Accounts Payable Financial Specialist will prepare the batches for processing (EFT, Checks/Drafts, pCard) and save the registers in Laserfiche.
2. The CFO, or their designee, will review the register along with the invoices in Laserfiche, review for proper signatures and backup, and confirm review by signing and dating the register.

3. Once reviewed, the CFO, or their designee, will sign the register and log onto the bank and process the EFT file. Providing the AP Finance Specialist with confirmation of payment.
4. The checks require dual passwords through secure signature. The CFO, or their designee will provide one password while the AP Financial Specialist will provide their own password. The checks are kept locked up while not in use.
5. The AP Financial Specialist will then prepare checks for mailing or held for pickup (if so noted).
6. The payment batches and back-up are scanned to Laserfiche for record retention.

AUTOMATED CHECK SIGNING

Objective

To ensure timely payment to vendors and employees while providing proper internal control over disbursements.

Scope

This policy and procedure apply to the secure signature software, which issues accounts payable, and payroll checks with the signatures of the City Secretary and Mayor on the checks on the laser printer.

Authorization

The Chief Finance Officer, Assistant Finance Director, Accountant, and Finance Specialists will have knowledge of the password that must be input to issue checks. It takes two separate passwords to complete the printing process.

Procedure

Accounts Payable

The Accounts Payable Financial Specialist will prepare the check run. A review of the payment register is completed. At the point that checks are to be issued, the CFO or their designee will enter the first password and then one of the other authorized individuals will input their password to issue the checks. The review of the payment register is completed in the Accounts Payable procedures.

Payroll

The Financial Specialist will prepare the check run. The payment register will be reviewed by the CFO, or their designee, and sign to confirm. At the point that checks are to be issued, the CFO or their designee will enter the first password and then one of the authorized individuals will input their password to issue the checks.

Auditing

The staff member responsible for the bank reconciliation will make note of any check numbers missing and research. The reason for the missing checks (ie. voids) will be noted on the bank reconciliation register.

AUTOMATED TIMEKEEPING

Objective

To facilitate the correct payment to employees for hours worked through automated timekeeping.

Scope

This policy and procedure apply to the automated timekeeping system, which is administered by Finance, for use by all departments.

Authorization

Each Department Head is responsible for the approval levels in the system. Finance is responsible for the correct payment of employees, using information generated by the departments in the automated timekeeping system and in accordance to Fair Labor Standards (FLSA).

Procedure

Approval Levels

Directors are responsible for the accuracy of the employee submission of time through the system. The director may use his/her discretion to delegate authority to approve the timesheets within the division. Approval levels within the system must be approved by the Department Head.

Reporting Hours in the System

Hours worked and leave taken will be recorded by the employee, or designee, to the automated timekeeping system. This record may be done daily, weekly, or biweekly as determined by the employee's supervisor. Leave time must be taken and recorded according to the personnel policies of the city. Approvers within the division must approve and submit time to payroll no later than the Tuesday, the week of the pay date, by 12 noon unless the schedule has been modified due to a Holiday. The Finance Department provides a payment calendar located in the AP Share drive in the Ready to Pay folder.

Terminated Employees

City employees are paid "current" for regular hours. Therefore, departments are responsible for notifying Human Resources, and Payroll, as soon as possible upon knowledge that an employee is terminating. The Finance Specialist will advise the division

on reporting final hours for the employee based on the individual circumstances of the termination.

The Senior Accountant will review lists of terminated employees routinely, to ensure system access is removed for terminated employees.

Probation and Disciplinary Leave

Likewise, if a supervisor and/or division director has a disciplinary situation that could put the financial system at risk by a disgruntled employee, the supervisor and director are responsible for notifying the Finance Department, so that system access for the individual can be removed. Nothing herein restricts rights employees have under Federal or State law including under the NLRA.

Auditing

The accuracy of time entered will be reviewed during the payroll process bi-weekly. Any questions will be directed to the approver. All variances noted will be documented in the backup for that payroll run.

BANK DEPOSIT

Purpose

The purpose of this policy/procedure is to ensure that the City’s deposits are processed in a safe and timely manner.

Scope

This policy applies to all departments processing bank deposits.

Policy

All deposits made by the City of Bastrop must follow the procedures listed below.

Procedure

Utility Office

1. A deposit is prepared daily and locked in a secure bank bag.
2. If the deposit register and cash/checks aren’t reconciling, the deposit can be locked in the safe until the next morning for supervisor review.
3. The assigned utility staff will deliver the bag to the bank at the end of the day.
4. The bank has the key to open the secure bank bag and process the deposit.
5. A utility staff will return to the bank the next day to retrieve the bag and receipt. The receipt will be compared to the deposit register to confirm it matches and scanned and appended to the deposit register and backup in Laserfiche.

Municipal Court

1. A deposit is prepared daily.
2. The designated staff will take to the bank for deposit.
3. The receipt is scanned in with the deposit register.

Library

1. A deposit is prepared daily.
2. The designated staff will take to the bank for deposit.
3. Weekly the designated staff will prepare a packet to record the cash collections for that week. The packet total should equal the deposit receipts from the bank in total.
4. The packet register and backup are forwarded to Finance for review and record retention.

Convention Center/Main St Program

1. All cash/check/credit card deposits will be taken to Utility Customer Service Department to be processed with their daily deposit packet.
2. The deposit will need to include a form specifying what the deposit is for and the accounting codes to be posted to.
3. The Utility Customer Service department will provide the department turning in the deposit, a receipt for their records.

Police

1. All cash/check/credit card deposits will be taken to Utility Customer Service Department to be processed with their daily deposit packet.
2. The Utility Customer Service representative that takes the deposit will provide the department bringing the deposit with a receipt.

Planning

1. All cash/check/credit card transactions are processed through the MyGov software.
2. The register/receipts are generated from MyGov daily and forwarded to Finance for review and reconciliation to bank confirmations.
3. If cash/checks are received, these are to be turned over to Utility Customer Service Department daily for deposit. Planning is then responsible for upload deposit confirmation from the bank into Laserfiche.

Recreation/Parks/Library

1. All cash/check/credit card transactions are processed through the RecDesk software.
2. The register/receipts are generated from RecDesk daily and forwarded to Finance for review and reconciliation to bank confirmations.
3. If cash/checks are received, these are to be turned over to Utility Customer Service Department daily for deposit.

Special Events

1. All cash/check/credit card transactions are processed through the MyGov software.
2. The register/receipts are generated from MyGov daily and forwarded to Finance for review and reconciliation to bank confirmations.
3. If cash/checks are received, these are to be turned over to Utility Customer Service Department daily for deposit. Include on the documentation to Utility Department "FOR DEPOSIT ONLY – TRANSACTION POSTED IN MYGOV".

BUDGET TRANSFER

Purpose

The purpose of this policy is to provide authorized guidelines for the transfer of unencumbered appropriations from an expenditure account to another.

Scope

The policy applies to Department Directors each being responsible for their budget for the City of Bastrop.

General

It may become necessary to move funds from one expenditure line item to another due to unforeseen circumstances within a fiscal year.

Policy

The level of budgetary control is the fund level budget in all Funds. Transfers between departments over \$25,000 will still require City Council approval. Transfers between expenditure accounts within a department may occur with the approval of the Department Director. City Manager approval is required if transferring from personnel accounts, capital accounts within a department, and transfers between departments.

The Department requesting the budget transfer should enter a packet in the ERP system, and submit the register signed by the Department Director to the Senior Accountant for review and approval.

CHANGE ORDER

Purpose

The purpose of the change order policy and procedures is to provide the City staff with a guideline for implementing change orders that are in compliance with Texas Local Government Code §252.0481.

Policy

1. If changes in plans or specifications are necessary after the performance of the contract has begun or if it is necessary to decrease or increase the quantity of work performed or of materials, equipment, or supplies to be furnished, change orders may be implemented by City employees with approved authority.
2. Change orders should not change the purpose or objective of the contract, except for extra work necessary to accomplish the project as described in the contract document.
 - a. This limitation applies even if expenditures do not exceed any contingency amount allocated for the project or the project budget.
3. The total amount of the contract may not be increased by more than 25 percent. This is a cumulative total of all change orders.
 - a. This amount is calculated based upon price stated in the executed contract for the project.
 - b. It **should not** be based on the amount of any unawarded alternates, approved contingency or project budget, unless approved contingency amount is included in contract.
 - c. The original contract price shall not be decreased by more than 25 percent without the consent of the contractor in writing.
4. If a change order(s) involves a decrease or an increase of \$50,000 or more, it must have Council's approval.
 - a. This amount is calculated based upon the total contract price stated in the executed contract for the project.
 - b. It **should not** be based on the amount of any unawarded alternates, approved contingency or project budget, unless approved contingency amount is included in contract.
 - c. Change orders are cumulative amounts and should be calculated in combination with draw payments.

5. If a new budget is adopted during the term of a contract which makes additional funds available for the project, a change order may be issued to include additional work which was included in the original contract document and is within the scope of the contract, provided statutory limitations are not exceeded.

Procedures

Any City of Bastrop department executing a change order should follow all guidelines and contact the Finance Department if the circumstances are unique or questionable to ensure compliance with State law.

1. Prior to the issuance of a change order or contract modification, the City Manager, or Department Head shall determine if:
 - a. the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; and
 - b. the change is germane to the original contract as signed; and
 - c. the change order or contract modification is in the best interest of the City and authorized by law.
2. Without invalidating the contract, the City may at any time or from time to time by written order have additions, deletions or revisions made to the contract.
 - a. A contract price may only be changed by a completed and approved Construction Change Order Form issued by authorized City personnel. Upon receipt of a copy of the completed and approved Construction Change Order Form, the contractor will proceed with the changes in the work so ordered or directed.
 - b. If the City agent and the contractor do not arrive at a mutually acceptable increase or decrease in the delivery order price at the time the written or directive is issued, the contractor shall not use such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or completion of any of the work ordered. All such work shall be executed under the applicable conditions of the Contract.
 - c. Additional Work performed by the contractor without written authorization by means of a Construction Change Order form will not entitle him to an increase in the price or any extension of the completion time, except in the case of an emergency.
 - d. City employees are prohibited from verbally authorizing a change order unless it is determined to be a health or safety emergency. If such an emergency occurs, the Project Manager shall send a memo to the City Manager explaining the circumstances.
3. Prior to commencement on change order work,

- a. if less than \$50,000, a completed, approved Construction Change Order Form, along with the Contractor's original written claim for a change in price or extension of time, shall be submitted to the Project Manager authorizing work to commence.
 - b. Any change orders over \$50,000, must be approved by Council. Only after approval from Council, shall a complete, approved Construction Change Order Form, along with the Contractor's original written claim for change in price or extension of time, be submitted to the Project Manager for authorization to commence on change order work.
4. Upon completion of project,
- a. A project close-out should be included with Quarterly Financial Report for all projects completed during that quarter. This is to inform Council of the total project costs compared to budget/projections.
 - b. All Construction Change Order Forms, Council Agendas and Council minutes will be filed with original contract.

If a Payment Bond and a Performance Bond has been required, it is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of applicable Bonds shall be adjusted accordingly and an amended bond document furnished to the City.

FINANCIAL SYSTEM ACCESS

Objective

To ensure proper internal controls are maintained through controlled access of the City's financial system.

Scope

This policy and procedure apply to all components of financial systems administered by the Finance Department, including but not limited to, the ERP Financial System, Time Entry System, and Pcard program.

Authorization

Each Department Director, along with the Chief Financial Officer and/or their designee, will authorize which employees will be allowed access to the various components of the Finance Systems.

Procedure

Administrators

Administrative authority allows the individuals to add users to the systems. Administrators will only add users to the systems within their control. The following list the administrators and the systems under their authority.

- **Chief Finance Officer** – all systems
- **Assistant Finance Director** – all systems
- **Senior Accountant** – all systems
- **Finance Specialist** – Pcard and fuel card systems
- **Customer Service Supervisor** – CIS program, Cashiering program
- **Court Administrator** – Municipal Court system

Requests for system access

Requests for access to the financial systems should be completed by the employee's supervisor or department director. Requests can be done through e-mail, or by memo.

Requests for inquiry/reporting access, as well as time entry employee access and purchase order input capability will be processed immediately by the administrator. Other requests, involving the ability to access sensitive information, as well as the authority to

change records within the system, will be reviewed and approved by at least two administrators before allowing system access.

All changes in the Financial ERP system are tracked within the system.

Once access is established for a position, this access will automatically carryover to the next employee assigned to that position. This can be changed at any time with a request in writing from the director or supervisor.

Terminated employees

In order to protect the City's financial systems from possible tampering by disgruntled employees, supervisors and department directors are responsible for notifying the Chief Financial Officer and IT Manager upon termination of an employee with system access. The employee will be immediately removed from system access.

The Senior Accountant will review lists of terminated employees routinely, to ensure system access is removed for terminated employees.

Probation and Disciplinary Leave

Likewise, if a supervisor and/or department directors have a disciplinary situation that could put the financial system at risk by a disgruntled employee, the supervisor and department director are responsible for notifying the Chief Financial Officer and Senior Accountant, so that system access for the individual can be removed.

Auditing

Reports will be generated periodically that report the users and the access levels of the users within the system. These reports will be reviewed by Finance and shared with department directors. Any changes that need to be made will be in writing.

Disclaimer

This policy is for systems administered by the Finance Department only. System access policies for networks and other systems are maintained by the administering department and/or Information Resources.

FIXED ASSET DISPOSAL

Purpose

The purpose of this policy is to provide procedures for the disposal of fixed assets.

Scope

The policy applies to all Departments that manage fixed assets.

Policy

The Purchasing Policy provides specific guidelines for the disposal of fixed assets.

General

The City uses an auction system to dispose of fixed assets. The departments need to submit an Inspection Form, either general, or vehicle specific. This will provide the Finance Department the information it needs to post the auction.

The department contact will be included on the auction to field questions regarding specific answers about the condition of the asset.

All proceeds will be posted to the Vehicle/Equipment and Replacement Fund.

GRANT FUND APPLICATION AND ACCEPTANCE

Purpose

The purpose of this policy is to provide the correct guidelines for the Application for and Acceptance of Grant Funds.

Scope

The policy applies to all Departments that seek grant funding through application.

General

The application of grants is a decentralized function since the City does not have a Grant Administration department. A Grant Submittal Request Form must be completed and executed prior to any grants being submitted. Any grant applications submitted will be communicated to City Council by any method the City Manager deems appropriate.

Policy

The Financial Management Policy includes policy on grant funding requests. All grants awarded must be accepted by action of the City Council.

Accounting Responsibility for Grant Administration Procedure

Minimum accounting department file requirements:

- Copy of the signed grant agreement.
- Copy of the signed grant administration agreement (if used).
- Copies of the check vouchers and invoices for all expenditures that are allocated to the grant.
- Copies of draw requests.
- Correspondence initiated by the accounting department, or any correspondence relating to the financial aspects of the grant.
- Copies of the cover sheets for council actions on grant.

When a new grant agreement is signed, accounting initiates a meeting with the City department who will be the **program contact** for the grant. Roles and responsibilities are determined at that meeting. If any special circumstances are known relating to the grant, they are shared with everyone involved at that time. Accounting is provided with the name and phone number of the agency contact for the grant.

Accounting will familiarize themselves with the grant and its requirements, so that guidance can be provided to other City departments administering the grant. The departments usually focus on the programmatic aspects of the grant, so the financial details are often overlooked. Accounting's job is to communicate to the departments our fiscal responsibilities to the granting agency. Usually, the **financial administration** is the responsibility of the accounting department. The grant expiration period should be known by all, but accounting will provide reminders to the departments to file extensions when needed.

Most grants require **quarterly reports**. Normally, quarterlies are due 30 days from the last day in the calendar quarter (January 31, April 30, July 31 and October 31). Quarterly financial reports are generally prepared by the accounting department, based on financial and other information, provided by the City department administering the grant; however, program reports are generally prepared by the department. Copies of the program reports should be filed in the grant folder in Laserfiche.

General Ledger reports are reviewed monthly for grant activity. **Reimbursement requests** are prepared, as often as possible, and excessive expenditures should not build up before preparing a request. Grant agreements are reviewed for exact requirements for draw submissions. Once the draw amount is known, a copy of the request (summary only) is made for the Senior Accountant, with the fund and revenue account number noted that the funds should be credited to when the money is received.

A **grant summary spreadsheet** is prepared for most grants. This spreadsheet details all expenditures and revenues for the grant and is set up to reflect the categories stipulated by the grant agreement. This spreadsheet is reconciled to the General Ledger cash account after entries are made to the spreadsheet.

Accounting assists with the coordination of the **grant closeout**, since closeout often involves documentation of expenditures and visits from the granting agency.

Accounting reviews each grant file before the annual audit for all requirements. Single audit summary reports are prepared by accounting for the auditor's review. Any supplemental schedules, such as the Grant Revenue and Expenditure Statements required by TDC for TCF grants, are prepared by accounting as part of the single audit. Accounting serves as the coordinator for the single audit and will ensure all issues are resolved.

Department Responsibility

There are times that the grant is administered entirely by the department. The following procedures should be adhered to so that the Finance Department has complete records for record retention.

1. All documents associated with the application, grant award, etc. should be forwarded to the Finance Department (a Laserfiche folder will be created).
2. All reimbursement requests should be forward to Finance so that we know to look for this payment. This aids in the cash collection process.

INTERNAL AUDITING PROCEDURES

Objective

To validate the accuracy and integrity of the City’s financial records through the establishment of a scope to perform detail testing on individual transactions and to ensure compliance with City’s financial and administrative policies.

Scope

This policy and procedure apply to all financial transactions of the city.

Authorization

The Chief Finance Officer and Senior Accountant establish auditing scope for this internal audit program.

Procedures

Purchase Orders

The Purchasing Manager reviews each purchase order for adherence to purchasing policy.

Accounts Payable

The Finance Specialist will prepare the check run. They perform a detailed review of each check issued, verifying amounts, vendors, approvals, and backup. The Chief Financial Officer, or their designee, reviews all payments before funds are released and signs the register identifying such review.

Wires and EFT payments – The Finance Specialist verifies amounts, approvals, vendors, and contracts for payments to be made by wire/EFT. The Chief Financial Officer, or their designee, verifies all payments along with the backup, confirms there is an EFT Verification Form completed, signs off on the register and makes the transfer of funds and prints a confirmation. The confirmation is provided to the Finance Specialist to be included in the file.

Payroll

The Finance Specialist will prepare the check run. The Senior Accountant reviews the payroll calculation for each individual employee for accuracy, reasonableness and backup

documentation. All changes to the payroll system, through Personnel Action Forms, Benefits Change forms and other changes are reviewed during the first affected payroll.

Finance Specialist notes on the check register any unusual payments to employees (i.e. High overtime hours, large flex reimbursement, payouts, etc. The Senior Accountant will review the payroll check register for reasonableness of net checks being issued before the checks are released and sign the register indicating review. The Senior Accountant will process the file through the bank for all direct deposits.

Bank Accounts

The pooled cash account is reviewed by the Senior Accountant daily, first thing each morning. Transactions are cleared daily through the financial institutions' positive pay program to ensure integrity of account information.

Journal Entries

Journal entries are prepared by various members of staff and entered or reviewed by the Senior Accountant. The Senior Accountant reviews all journal entries for reasonableness, accuracy with generally accepted accounting procedures and proper backup documentation.

Petty Cash and Cash Drawer Audits

The Senior Accountant or their designee will perform petty cash and cash drawer audits without notice on an annual basis. The cash in the box will be counted along with any outstanding receipts. This amount should be equal to the total petty cash authorized for the department. Overages/Underages will be reported on a form to the CFO.

Credit Card Usage

Each department is responsible for uploading their receipts to the online Pcard system. These receipts should be signed and coded to an accounting code. The transaction line in the online system must be completed with a description of the purchase and the accounting code entered. The online system is set up for there to be an approval process for all assigned cards. All of these transactions are reconciled to the total card statement and downloaded into the Financial ERP system. The receipts are all downloaded and saved in Laserfiche.

Parks/Recreation Revenue

Finance Department receives a report from the Parks/Recreation department that identifies funds collected for a specific period. Finance reconciles this report to the ACH receipt confirmations received from the bank. Any discrepancies are addressed with the Parks/Recreation department.

Development Services Revenues

Finance will audit the process of revenue collection for the Building Permit process by verifying the receipts generated out of MyGov into the correct G/L account to ensure that the revenue is handled properly and recorded correctly.

Court Revenue

Finance Specialist reviews every cash collection register received from court system against deposits and ACH receipts received from the bank to make sure both reconcile.

Utility Refunds

The Utility Customer Service Supervisor is responsible for reviewing the check register for refunds due. The Utility Customer Service Supervisor indicates their review of the check register by initialing the check register. The refund checks are processed through Finance monthly.

Automated Time Keeping

The Finance Department audits every payroll to verify hours entered through time entry records are accurate and reflect the correct number of hours worked.

Review methods will include reviewing the signed timesheets at the department level for those employees that do not enter their own time into the system. Other methods will be used as applicable.

The authorized approvers will be contracted for any anomalies such as missing hours, excessive OT hours, and anything else that seems out of the norm.

Financial System Access

Reports will be generated annually that report the users and the access levels of the users within the system. The reports will be prepared by the Senior Accountant or their designee.

A listing of all authorized EFP users within each department will be sent to their Department Director for review and signature on an annual basis. This list will also indicate if the employees have administrative rights in certain areas of the system.

Permit Revenue Audit

Finance will audit the process of revenue collection for the Building Permit process by verifying the receipts generated out of MyGov into the correct G/L account to ensure that the revenue is handled properly and recorded correctly.

INVENTORY

Objective

To ensure that the departments have items on hand when needed for completing work orders and service orders. Maintain an accurate account of the items being held in inventory.

General

Disbursements

Several departments stock a variety of items frequently used. These departments are Public Works, Water and Wastewater, and Bastrop Power & Light.

Each of these departments are responsible for maintaining a log when inventory items are removed. This log is used to disburse the items in the ERP Pro 10 financial software. This disbursement entry should be done at least monthly.

Receipts

As items are ordered for inventory, they are coded to the inventory reserve account in the respective fund. Once the item is received a transaction is processed to move the item from the reserve to the Inventory Control account.

Annual Audit

The department is responsible for conducting an annual audit of the items held in inventory. The Inventory Valuation Report should be run out of the ERP Pro 10 financial system and a physical count should be conducted. Any changes in units on hand should be noted. The report should be signed by the responsible party and forwarded to the Finance Department. This count should be performed as close to September 30 as possible.

MILEAGE REIMBURSEMENT FOR LOCAL TRAVEL

Purpose

This policy is an addendum to the current travel policy and will only be used for reimbursement to employees who incur mileage locally while conducting City business.

General

1. Mileage should not be in conjunction with out-of-town travel or training. (Refer to Travel Policy).
2. This policy does not reimburse for incidentals associated with travel. Miscellaneous expenses should be reimbursed through the Travel Policy.
3. Employee should use a city vehicle when one is available for City business.

Approval/Reimbursement

1. Local travel should be authorized by the employee's supervisor prior to using personal vehicle for City business.
2. Employee should get his/her supervisor approval on reimbursement form before forwarding to Accounts Payable or payroll for payment.
3. Reimbursement form should be completed monthly or as needed.
4. Reimbursement will be at the current IRS applicable rate.

PURCHASE ORDERS

Purpose

The purpose of the Purchase Order Procedures is to provide City staff with a simplified guideline for City purchases that require a Purchase Order (PO). The City of Bastrop is committed to ensuring that all purchases made, are in compliance with purchasing laws and policies.

General

Vendors:

1. If new vendor, make sure that a new vendor packet has been completed and provided to the Finance Department prior to placing an order.
2. If the vendor is in Incode but no payments have been processed in over a year, a new vendor packet needs to be completed to make sure all information is updated.

Purchases that require a Purchase Order **prior** to making the purchase are:

1. Items or services being ordered over \$500.
2. A contract is executed that commits the City to a specific dollar amount.
3. A purchasing summary is required.

A purchase order should be entered at the beginning of the fiscal year for the entire amount of monthly committed contracts and services (ex. Copier lease, property insurance, utilities, etc.). These amounts can be estimated based on historical if needed. This PO would require a completed Purchasing Summary Form.

A purchase order should be entered at the beginning of the fiscal year for any open amount being carried over from the prior fiscal year to re-encumber these committed funds. Finance will evaluate and communicate with each department to determine these carry-over PO's at the end of every fiscal year.

Point of sale purchases **do not** require a purchase order and should be run through the regular payable process (ex. Pcard, vendors paid by statement, deposit refunds, registration fees, employee reimbursements, etc.) (see Accounts Payable Policy & Procedures).

Departmental Inputting of a Purchase Order Under \$3,000

1. Input requisition into ERP under Purchasing/Requisition Input.
2. No bids or quotes required.
3. Originator must have proper signature authority.
4. Approval of the requisition is required. (the PO must be created so that the funds are marked as encumbered against the budget)!!
5. An invoice with PO attached is scanned to the AP shared drive "Ready to Pay" folder for the payment process to begin.

Departmental Inputting of a Purchase Order \$3,000 and Over but Under \$25,000

1. Input requisition into ERP under Purchasing/Requisition Input.
2. At least three quotes or an exception is required and noted on a Purchasing Summary Form and obtain authorizing signatures. (CFO > \$10,000, CM > \$15,000) These forms will be scanned to laser fiche once signatures are obtained and original sent back to ordering department. If CFO or CM signature is not required, the departments need to be responsible for scanning these documents into Laser fiche in the proper purchasing summary folder.
3. Supervisor or authorized person with proper signature authority must approve the purchase order.
4. The purchase order and Purchasing Summary form are to be held by the ordering department until an invoice is received.
5. Proper authorizing signature is obtained on the Invoice, noting the approval to pay.
6. All documents (PO, Purchasing Summary Form (just a copy of the signature page if the document is already in Laser fiche) and Invoice) are scanned to the "ready to pay" folder in the AP shared drive for the payment process to begin.

Departmental On-Line Inputting of a Purchase Order \$25,000 and Over

1. City Council approval is required for professional services over \$50,000.
2. May require formal bid process according to Purchasing Policy.
3. A Purchasing Summary Form is required documenting how you complied with purchasing laws and the purchasing policy and obtain authorizing signatures. (CFO >

\$10,000, CM > \$15,000) These forms will be scanned to laser fiche once signatures are obtained and original sent back to ordering department.

4. Supervisor or authorized person with proper signature authority must approve the purchase order.
5. The purchase order and Purchasing Summary form are to be held by the ordering department until an invoice is received.
6. Proper authorizing signature is obtained on the Invoice, noting the approval to pay.
7. All documents (PO, Purchasing Summary Form (just a copy of the signature page if the document is already in Laserfiche) and invoice) are scanned to the "Ready to Pay" folder in the AP Shared drive for the payment process to begin.

OPEN PURCHASE ORDERS

Purpose

The purpose of the open purchase order procedure is to verify that all purchase orders are reviewed on a regular basis to ensure that money encumbered is for purchases that have or will be made resulting in an accurate figure of the funds available for each department’s budget.

General

Review of Open Purchase Orders

Each department should run a Purchase Order Status Report and review all open purchase orders on a quarterly basis.

Purchase Order Status Report As Of ×

► Run Report ▾ Options ▾ Delivery Comment

Selection Criteria

Invoices Posted As of

Use Activity Date

Department

Status

Vendor

Purchase Order

Issued From Date

Issued To Date

Grouping

Group 1

Group 2

Report Options

Style

Add PO Total to Detail

Wrap Fields

Finance will also review all open purchase orders twice a year and will contact the individual department for an explanation of any open purchase orders in question.

Closing of Purchase Orders

After reviewing the PO status report, contact Finance to close any purchase orders. The amount of the closed purchase order will be released back into the current year’s available funds.

POSTING PUBLIC NOTICE ON CITY WEBSITE

Since the public notice page is used by all departments, these procedures will help the page stay current.

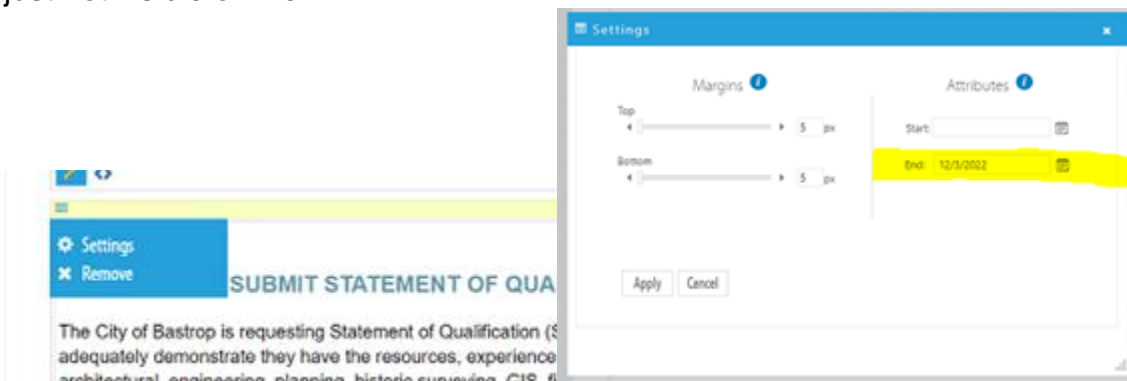
These instructions are for those departments that have permissions and can post their own public notices. If you are a department that submits your public notice to the Communications department to post, you are still required to provide them with the same information so that they can create the notice correctly with the appropriate end date. It is the responsibility of each department posting public notices to know the legal requirements of the public notice.

Steps Required

1. From the public notice page – Make sure you are at the top of the page (right under the Public Notice text box). From the design mode banner at the bottom of the page, select Widgets then drag Text Editor to right under the Public Notice box. This will create a text box field.



2. Enter your information for the Public Notice. When you are ready to post, click on the settings tab (shown below). In settings enter you end date for the posting. This will allow the post to become unpublished on that date. The notice will still be in the archive just not visible online.



3. The last step is to publish the page.

TRAINING ON ERP SYSTEM

Objective

To ensure all administrative employees and managers are trained on the ERP Pro 10 financial system in relation to their job duties.

Scope

This policy and procedure apply to accounting, purchasing, reporting, and time entry to conduct the training on the use of the ERP system.

Procedure

Supervisor will coordinate training with the Finance Department for new administrative employees hired in their departments.

Areas of Responsibility for Training:

1. Accounting
 - a. General Ledger navigation – Senior Accountant
 - b. Accounts Payable Procedures – Finance Specialist (AP)
 - c. Budget – Senior Accountant
 - d. Time Entry – Finance Specialist (PR)
 - e. Reporting – Senior Accountant

1. Purchasing
 - a. Purchasing Order Entry – Finance Specialist (AP)
 - b. Pcard system and Policy – Finance Specialist (AP)

TRAVEL POLICY

See Chapter 14 of the Employee Handbook (see forms at the end of this manual)

NEW/CHANGE VENDOR REQUESTS

Objective

Vendors should be added when necessary to ensure that the departments are able to purchase items that are needed to provide necessary services to the citizens of Bastrop. Following these procedures will actively prevent the City from falling victim to fraudulent activity. The City receives a fair amount of communication from vendors through email. Staff should always be mindful of the cyber training that is received annually when reviewing communication received through email. Misrepresented EFT instructions are a primary means of perpetuating fraud against the City. Exercise the highest level of diligence in verifying the details and watch for unexpected requests for changes.

Scope

This policy and procedure apply to all departments that purchase for the City of Bastrop.

Procedure

When a purchase is required from a vendor that is not registered with the City, a new vendor packet must be sent to the new vendor for completion. This is the responsibility of the purchasing department. It is important that the department complete the top section of the first page so that the Finance Department knows which department is requesting this vendor.

Once the Finance Department receives the new/change vendor packet, the following verifications are completed:

1. A search is conducted on the Tax ID number – this backup is saved with the packet.
2. If the vendor is adding/changing the EFT form of payment,
 - a. an attempt to verify the vendor’s account information by a direct call (initiated by the employee) to the vendor. This verification must be made with a person other than the primary EFT contact name on the request for EFT information form AND by a method other than the original means of the request (i.e., emailed request requires a call verification). The direct call will be made after obtaining the phone number from a source other than the new vendor packet, ie an internet search, website, etc.
 - b. This verification is documented on an Electronic Fund Transfer Verification form. This form must be signed by the employee calling on the verification.

- c. Once verification has been made the completed verification form should be sent to the next-level supervisor to be approved prior to any changes being implemented.
 - d. ***This verification is also required if the City receives an updated EFT form from a current vendor for changes to account details (including account numbers, routing numbers, telephone numbers, contact information, etc.).***
3. If the vendor is not adding EFT, the vendor is called to verify the address and TIN. This verification is also documented on the Electronic Fund Transfer Verification Form and requires next-level supervisor to be approved prior to any changes being implemented.

Audit

The Finance Department is responsible for auditing the vendor list to make sure that we do not have duplicate vendors for the same commodity. Emphasis will be put on vendors that are participating in a COOP program.

The supervisor will run a vendor change audit report before the processing of any payments to specifically review any change in EFT information within the vendor profile.

GLOSSARY

Accounts Payable - A legal liability to pay and results from the goods and/or services requested in a purchase order or contract having been delivered to the City.

Accounts Receivable - A claim against a customer; sales on account allowing the customer to pay later instead of requiring payment of cash at the time goods or services are sold.

Administrative Charges - The charges imposed upon a fund for support services provided by another fund. For example, the Accounting Department (General Fund) provides services to the Electric Fund, therefore the General Fund charges the Electric Fund for these services.

Appropriation - An authorization made by the City Council through an approved budget which permits the City to incur obligations and to make expenditures of resources. Appropriations lapse at the end of the fiscal year.

Asset - Resources owned or held which have monetary value.

Audit - A comprehensive review of the way the City's resources were utilized.

Balance Sheet - A financial statement that discloses the assets, liabilities, reserves and balances of a specific fund as of a specific date.

Budget - A plan of operation detailing expenses and revenues for a fiscal year by department and fund. Following are the different types/descriptions of budgets used by the City of Bastrop:

Adopted Budget - Adopted, as used in fund summaries and department and division summaries within the budget document, represents the budget as approved by formal action of the City Council which sets the spending limits for the fiscal year.

Amended Budget - Adopted budget with adjustments for budget amendments and transfers.

Base Budget - The on-going expense for personnel, operating services and the replacement of supplies and equipment to maintain service levels. The base budget does not include new programs or projects, which are approved on an individual basis.

Operating Budget - This budget, associated with providing on-going services to citizens, includes general expenditures such as personal services, professional services, maintenance costs, supplies and operating capital items. It excludes capital outlay.

Budget Report - Displays summary totals of individual line items and category totals. Categories: personnel services, operating expenses, capital and department totals. The report lists the account number, description of the account name, annual budget, current period, year-to-date, percentage of budget, year-to-date encumbrance and budget amount balance.

Budget Year - The fiscal year of the City which begins October 1 and ends September 30.

Cash Collection - Money payable to the City of Bastrop is received by various departments the largest being the Utility Customer Service. The money is receipted and deposited to the bank.

Department - A specific functional area within a City division.

Depreciation - The process of estimating and recording the expired useful life of a fixed asset which is used to distribute its cost over its revenue producing years.

Disbursement - Expense that has been paid out.

Division - An organizational unit of the City having management responsibility for a group of departments.

Electronic Funds Transfer (EFT) – is the electronic transfer of money from one bank account to another.

Employee Benefits - For the purpose of budgeting, this term refers to the City's costs of health insurance, pension contributions, social security contributions, workers' compensation and unemployment insurance costs.

Encumbrance - An outstanding purchase order whose goods and services have not been delivered.

ERP Pro 10 - The financial management system used by the City of Bastrop.

Expenditures - Charges incurred, whether paid or unpaid, including expenses, provision for retirement of debt not reported as liability of the fund from which retired, and capital outlays. If accounts are kept on the cash basis, the term covers only actual disbursements for these purposes. Encumbrances are not considered expenditures.

Expense - Charges incurred, whether paid or unpaid, for operation, maintenance, and capital.

Fiscal Year - Period of months for a given budget. The City of Bastrop begins with October 1 and ends September 30 of the next year.

Fixed Assets - Assets of a long-term character which are intended to continue to be held or used, such as land, buildings, machinery, furniture and other equipment.

Fund - A self-balancing set of accounts that are segregated for the purpose of carrying on identified activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

Fund Balance - The excess of a fund's assets over its liabilities and reserves.

Funding Source - Identifies the source of revenue to fund appropriations.

General Fund - The General Fund is used to finance the ordinary operations of a governmental unit, i.e. Police, Fire and Library.

General Ledger (G/L) - A group or set of accounts that records financial data for an organization.

Grant - A contribution by one government to another. The contribution is usually made to aid in the support of a specified function (for example, education), but it is sometimes also for general purposes.

Internal Service Fund - A fund established to finance and account for services and furnished by a designated department to other departments.

Journal Entry - A transaction made to correct an account number error. The transaction should show the reason for the entry and the accounts and amounts to debit and credit. Debits and Credits must balance.

Per Diem - An amount paid in lieu of the actual amount spent.

Personnel Expenditures - All wages and benefits.

Petty Cash - An on-hand special cash fund to use for small incidentals and purchases.

Petty Cash Reconciliation/Reimbursement - Process to balance the petty cash fund and request reimbursement for petty cash receipts paid out of the fund. The reimbursement request shows all payments made out of the petty cash for a specified period of time and the total to be reimbursed to the petty cash fund by the City. The reconciliation shows total to be reimbursed plus cash on hand and any receipts outstanding. This should equal the total of the departments Petty Cash Fund.

Prior Year Encumbrance - Expenses charged in prior year's budget but paid in current year.

Property Taxes - Used to describe all revenue received in a period from current taxes and delinquent taxes. Property taxes are levied on both real and personal property according to the property's valuation and the tax rate.

Requisition - A request for a purchase order.

Reserve Amount - A suspended requisition.

Revenue - Increase of money or assets that result from the normal business activities of the city. Credit entries increase the amount of a line item and debits will decrease the amount.

Signature Authorization - Authorization to approve monies spent from a department/division.

Special Revenue Fund - Used to account for specific revenues that can only legally be spent for specific purposes. Grant funds, PEG fees, and donations are examples of revenues that the City accounts for in Special Revenue Funds.

Suspended - Status of a requisition before funds have been approved to be encumbered

Travel Advance - An amount given to an employee in advance for a business trip.

Travel Expense Report - Form for reporting travel expenses in conjunction with City business.

Vendor - One that provides goods and services.



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve Resolution No. R-2023-64 of the City Council of the City of Bastrop, Texas supporting the City of Bastrop's Application to the Texas Department of Transportation's 2023 Transportation Alternatives set-aside (TA) call for projects requesting a grant in the amount of Twelve Million Two Hundred Thirty-Two Thousand Five Hundred Thirteen Dollars and Sixty Cents (\$12,232,513.60) to rehabilitate the Old Iron Bridge; authorizing the City Manager to execute all necessary documents, providing for a repealing clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Old Iron Bridge was built in 1923 and is registered as an historic landmark by the National Register of Historic Places, a designation given by the U.S. Department of Interior in 1990. This bridge was the primary route for vehicular traffic into downtown Bastrop until 1992. The City of Bastrop assumed ownership of the bridge at that time.

There have been at least six (6) inspections performed on the bridge since the City of Bastrop assumed ownership. Those studies were performed in 1992, 2001, 2009, 2011, 2014 and 2018. The 2018 report indicated significant deterioration since the 2014 report and the bridge was immediately closed to pedestrian traffic.

The Texas Department of Transportation issued a call for projects in December 2022, for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program. TA funds may be used for development of preliminary engineering plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Bastrop would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds.

The City of Bastrop's TA application has been approved for Phase 2 of the application process and requires a resolution from the project sponsor to continue. The City is working with Garver USA to complete the application process.

FISCAL IMPACT:

The TA Funds will require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Bastrop would be responsible for all non-reimbursable costs and 100% of overruns, if any. These matching funds were part of the 2023 Certificate of Obligation issuance.

RECOMMENDATION:

Tracy Waldron, CFO, recommends approval of Resolution No. R-2023-64 of the City Council of the City of Bastrop, Texas supporting the City of Bastrop's Application to the Texas Department of Transportation's 2023 Transportation Alternatives set-aside (TA) call for projects requesting a grant in the amount of Twelve Million Two Hundred Thirty-Two Thousand Five Hundred Thirteen Dollars and Sixty Cents (\$12,232,513.60) to rehabilitate the Old Iron Bridge; authorizing the City Manager to execute all necessary documents, providing for a repealing clause and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2023-64



RESOLUTION NO. R-2023-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS SUPPORTING THE CITY OF BASTROP'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS REQUESTING A GRANT IN THE AMOUNT OF TWELVE MILLION TWO HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED THIRTEEN DOLLARS AND SIXTY CENTS (\$12,232,513.60) TO REHABILITATE THE OLD IRON BRIDGE; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS, PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Old Iron Bridge was built in 1923 and is registered as a historic landmark by the National Register of Historic Places, a designation given by the U.S. Department of Interior in 1990; and

WHEREAS, significant deterioration was found during a 2018 inspection, which caused the bridge to be closed to pedestrian traffic; and

WHEREAS, rehabilitating the Old Iron Bridge meets these Focus Areas identified by City Council: Community Safety, Fiscal Responsibility, Uniquely Bastrop, and Unique Environment; and

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Bastrop would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

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

SECTION 1. The City of Bastrop, Texas supports funding this project as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.

SECTION 2. The City of Bastrop, Texas is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

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 from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop, Texas, this 25th day of April, 2023.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-14, of the City Council of the City of Bastrop, Texas, authorizing Pro Rata Reimbursement & Cost Sharing Agreements for water and wastewater infrastructure; and move to include on the May 9, 2023, consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, City Manager & Interim Director of the Bastrop Economic Development Corporation (BEDC)

BACKGROUND/HISTORY:

As part of the toolbox available to the City to incent economic development investment by the private sector, cities can create a pro-rata reimbursement and cost sharing ordinance that allows the private sector to recoup costs associated with offsite improvements such as water and sewer.

For example, this ordinance will allow a developer who installs more than 1 mile of offsite wastewater lines to their site, to be reimbursed a portion of the cost of that line as more users tie onto the line. The City will collect a pro-rata share and an impact fee at connection. A portion of this will be retained by the city and a portion will be paid back to the development community.

This model allows a partnership approach to development in areas the city is not prepared or funded to serve in an immediate time frame.

This ordinance will also allow the Bastrop Economic Development Corporation the ability to incent development while recouping the costs for infrastructure that was part of the incentive agreement.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the ordinance.

ATTACHMENTS:

Ordinance

CITY OF BASTROP, TX
ORDINANCE NO. 2023-14

PRO RATA REIMBURSEMENTS & COST SHARING FOR UTILITY LINES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER __, ARTICLE __ ADMINISTRATION, PROVING FOR PRO RATE REIMBURSEMENTS AND COST SHARING AGREEMENTS FOR THE EXTENSION OF CERTAIN WATER AND/OR WASTEWATER LINES; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Sections 214.013, 552.001, and 552.017, the City Council of the City of Bastrop (City Council) has general authority to construct and operate water and wastewater systems; and

WHEREAS, pursuant to Texas Local Government Code Section 51.072, as a Home Rule City the City of Bastrop has the full power of local self-government; and

WHEREAS, pursuant to Section 2.01 of the Bastrop Home Rule Charter, the City has the power to enter into contracts; and

WHEREAS, the City Council finds that the ability to enter into certain agreements is in the best interest of the City; and

WHEREAS, the City Council finds the attached ordinance provisions to be reasonable and necessary.

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

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

Section 2. Amendment: Chapter 13, Article 13.02, Section 13.02.012 of the Bastrop Code of Ordinances is hereby created, and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

Section 3. Repealer: To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby

repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

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

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Effective Date: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

Section 7. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED on *First Reading* by the City Council of the City of Bastrop, on this, the 25th day of April 2023.

PASSED & APPROVED on *Second Reading* by the City Council of the City of Bastrop, on this, the 9th day of May 2023.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop
Code of Ordinances
Chapter 13: Utilities

ARTICLE 13.02 Water and Wastewater Rates and Charges

The Code of Ordinances is amended by creating Section 13.02.012 and inserting the following language:

Section 13.02.012

Pro Rata Cost Sharing Agreement for extension of water and wastewater mains.

- (a) The city council may enter into contracts with owners and or developers of property (developers) for the extension of water and wastewater mains, both within and outside the city limits as set forth herein.
- (b) A developer shall make application for proposed water or wastewater line extension to the director of public works and shall supply all necessary information (maps, diagrams, engineering reports, etc.) concerning the extension site, as may be required. The developer shall pay to the city an application fee established in the City's Fee Schedule.
- (c) Upon compiling all necessary and required information, the director of public works shall submit to the city manager a preliminary plan and cost estimate. The developer's proposed extension may be approved or disapproved by the city council. If approved, the city manager is authorized to execute a written contract with the property owner pursuant to terms and conditions agreed to by the city council and by this section.
- (d) A contract for Pro Rata Cost Sharing (which may include an agreement for water or wastewater main extension) shall be made subject to all city policies and conditions, which may include but not be limited to the following:
 - (1) All necessary mains, lines, fire hydrants, gate valves and other fittings, shall be furnished and installed at the cost of the developer. All work shall be under the direction of the city engineer and the director of public works, or as otherwise agreed;
 - (2) The pipe diameter of any main to be extended shall be determined by the city engineer and the director of public works;

- (3) No extension of any main or service line shall be laid except in a dedicated street, public road or approved easement, and each extension of a water main line shall terminate with a fireplug;
 - (4) Such mains, lines, fire hydrants and gate valves shall become the property of the city immediately upon their installations, and the city shall have full control, management and jurisdiction of such lines, mains, fire hydrants and gate valves; and
 - (5) The city shall receive all revenues for water or wastewater service provided through such mains or lines.
- (e) The developer making such extension may be entitled to reimbursement of up to but not to exceed the costs of materials and installation of such extension main, from the point of connection to an existing main to the developer's property, but not including any portion of such extension main along or adjacent to the developer's property. Any such reimbursement shall be paid only out of funds received for such reimbursement as herein provided.
- (1) Upon completion of any such extension main, the developer shall furnish to the director of public works satisfactory evidence as to the actual cost of such extension. The amount of such costs as finally determined by the director of public works shall be conclusive for the purpose of reimbursement under this section. The costs may include administration, engineering and legal costs directly associated with the developer's application and contract.
 - (2) For each service connection made to any such extension by an individual water or wastewater user for a single-unit family dwelling or for each single-unit business (as distinguished from a connection by an owner or developer of an addition or subdivision, an apartment project., multi-unit dwelling project or commercial user of any type), the individual user so connecting shall, upon application and in addition to the usual service connection charge, pay to the city the sum prescribed from time to time by separate ordinance, allowing for the developer's reimbursement.
 - (3) For each service connection made to such extension by an owner or developer of an addition or subdivision, an apartment project, multi-unit dwelling project or a commercial user of any type, the party making such connection shall, upon application and in addition to the usual service charge, pay to the city a connection fee based on one-half of the cost per foot of such extension multiplied by the number of feet of such owner's or developer's property fronting on such extended main, or one-half of the cost per foot of such extension multiplied by the length of one side of a square equal in area to such owner's or developer's property, whichever is greater.
 - (4) When any such taps as are provided for in subsections (2) and (3) above are completed during the reimbursement period, the payments therein provided for (exclusive of the regular service-connection charges) shall be refunded to the

developer making such extension as a partial reimbursement of such party's costs as set out in the section. Such reimbursements shall be made annually and shall be limited to payments received by the city within seven years from the date such water extension main is completed ("reimbursement period"), The completion date shall be determined by the director of public works, which date as so established shall be conclusive.

- (5) Any developer making an extension of water or wastewater main which is a lateral extension to another extension made as hereinabove set out (but not a tap on the extension), and which lateral extension is made to serve property not fronting or adjacent to the main to which such owner is connecting, shall be entitled to reimbursement on the same basis as the owner making such original extension, provided such owner shall also be obligated to pay to the city the reimbursement charges on the extended main to which such owner is connecting, on the same basis as is provided in subsections (b) and (c) above, whichever is applicable.
- (6) Before any reimbursement is made, there shall be a written contract between the city and developer pursuant to and in accordance with this section.
- (f) Any resolution approving a developer's agreement that allows a pro rata reimbursement provision with a developer who has paid for installation of either a water or wastewater extension line, pursuant to this section, shall set forth the legal property description of each lot or tract affected by such agreement and the amount of costs to be reimbursed upon connection to the line by each property owner affected, and shall be recorded in the Official Public Records of Bastrop County, Texas. The ordinance shall, by its own terms, expire and be of no further effect upon the expiration of the seven-year contractual reimbursement period.
- (g) This section shall not prohibit the city council from assessing benefiting property owners a portion of the cost of any water or wastewater extension pursuant to state law or ordinances passed pursuant to the power granted to a home rule city, in lieu of a developer's agreement.
- (h) The city may require new development project that is connecting to existing utility infrastructure to cost participate in utility infrastructure of capital improvements that have been, or will be built to provide service to the development. Such cost participation may be in addition to established Impact Fees otherwise due for the project. This includes the following circumstances:
- (1) The city engages in a capital improvement project to deliver new or expanded utility capacity to a previously unserved, or underserved area, and new development utilizes capacity in the improvement to serve the needs of its development;
 - (2) A developer is required to extend utility infrastructure or to improve existing utility infrastructure to serve the requirements of their development, and the city exercises its right to request that the infrastructure be right-sized or oversized

- to meet additional demand beyond the scope of the original development's needs; or
- (3) Other situations or circumstances that would qualify as determined by the city engineer.
 - (b) The city may recover from new development that connects to any infrastructure improvement to gain utility service from the improvement for their project, a pro rata share of the cost of the project, as determined by actual cost, or by city engineer estimates when actual cost is not available.
 - (c) A developer who disputes the determination of the pro rata share, may appeal to the city manager. If developer is not satisfied at the determination of the city manager, developer may appeal that determination to the city council in accordance with Texas Local Government Code § 212.904.

DRAFT



STAFF REPORT

MEETING DATE: April 25, 2023

AGENDA ITEM:

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2023-13 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2020-009, Article 8.05, and providing an effective date and move to include on May 9, 2023, consent agenda for a second reading.

STAFF REPRESENTATIVE:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

Texas State Law requires that the City of Bastrop review our Minors Curfew ordinance every three years. The City of Bastrop adopted our first Minors Curfew ordinance in 1994.

The Minors Curfew ordinance was last reviewed on April 14th, 2020, and adopted on April 28th, 2020. This staff report, review, and presentation are stand-alone to ensure that we are obeying Texas State law.

POLICY EXPLANATION:

Texas State law, namely the local government code (section 370.002), requires that the City of Bastrop, while in an open meeting, review the City of Bastrop's Curfew for Minors ordinance every three years.

According to the local government code the City of Bastrop shall;

- review the ordinance's effects on the community and on problems the ordinance was intended to remedy;
- conduct public hearings on the need to continue the ordinance or order; and
- abolish, continue, or modify the ordinance or order.

FUNDING SOURCE:

N/A

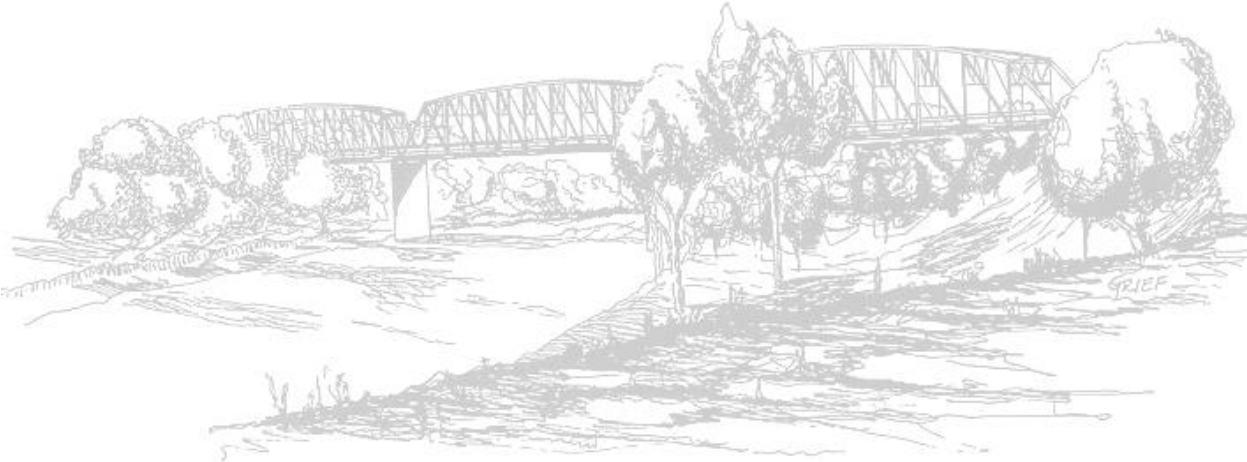
RECOMMENDATION:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2023-13 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2020-009, Article 8.05, and providing an effective date and move to include on the May 9, 2023, consent agenda for a second reading.

ATTACHMENTS:

- Ordinance 2023-013
- Article 8.05 Minors Curfew Ordinance, Attachment "A"

- PowerPoint with updated curfew violation statistics



ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONTINUING THE CURFEW, FOR MINORS, AS ESTABLISHED IN ORDINANCE 2020-009, ARTICLE 8.05, AND PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council originally adopted a minors curfew ordinance in 1994 and most recently readopted said ordinance on April 28, 2020; and

WHEREAS, Texas Local Government Code Section 370.002 requires home-rule municipalities to review their minor's curfew ordinances every three years to determine the effects on the community and on problems the ordinance was intended to remedy; and

WHEREAS, Texas Local Government Code section 370.002 requires that the City Council conduct public hearings on the need to continue the ordinance or order and consider the efficacy of its regulations related to a curfew for minors in the City of Bastrop, and following the hearing to determine whether, in the judgement of the Council, it is in the best interest of the public safety, health and welfare to either continue, modify or abolish the curfew regulations set out in the City Code; and

WHEREAS, Chief Steffanic conducted a review of the minors curfew ordinance and presented her report regarding the curfew ordinance to the City Council; and

WHEREAS, the City Council accepted the findings in Chief Steffanic's report and adopted the recommended changes to the curfew ordinance on May 9th, 2023 when the City Council adopted Ordinance No. 2023-13; and

WHEREAS, the City Council has reviewed the effects of the City's minors curfew ordinance, codified as Article 8.05 in the City's Code of Ordinances, on the community and its effect on minors, crime and crime victims, in accordance with the Texas Local Government Code; and

WHEREAS, at a regularly scheduled meeting of the City Council, held on May 9th, 2023, the Council conducted a public hearing on the need to continue the ordinance or order and, at the conclusion of the hearing, after considering all information provided and testimony given, the Council found that it is in the best interest of the health, safety and welfare of the citizens of the City, to continue the City's regulations related to a curfew for minors in the City of Bastrop, Texas.

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

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

Section 2. READOPTION Chapter 8, Article 8.05 of the City of Bastrop Code of Ordinances is hereby readopted, and Chapter 8, Article 8.05 shall continue to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents

and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment A.

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

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

Section 5. **CODIFICATION** The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. **EFFECTIVE DATE** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

Section 7. **PROPER NOTICE & MEETING** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading on the 25th day of April 2023.

READ & APPROVED on Second Reading on the 9th day of May 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Minors Curfew Ordinance

Item 9E.



April 25th, 2023

Chief of Police Vicky Steffanic

Minors Curfew Ordinance

Item 9E.



- **Texas Local Government Code 370.000**

Review of juvenile curfew or ordinance

(a) **Before the third anniversary of the date of adoption** of a juvenile curfew ordinance by a general-law municipality or a home rule municipality of an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

(1) **review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;**

(2) **Conduct public hearings on the need to continue the ordinance or order; and**

(3) **Abolish, continue or modify the ordinance or order**

(b) Failure to act in accordance with subsections shall cause the ordinance to expire

Minors Curfew Ordinance

Item 9E.



- The City of Bastrop's Minors Curfew Ordinance was **originally adopted by the City of Bastrop's City Council in 1994.**
- The current Minors Curfew Ordinance was adopted in conjunction with the Nuisance Ordinance overhaul that occurred in November 2019.
- **The ordinance was last approved April 28th, 2020.**

Minors Curfew Ordinance

Item 9E.



Definition of a minor (ordinance)

Minor. Any person:

- Ten (10) years of age or older and under seventeen (17) years of age; or
- Seventeen (17) years of age or older and under eighteen (18) years of age.

Minors Curfew Ordinance

Item 9E.



The days and times:

The City of Bastrop's Minors Curfew Ordinance currently specifies the hours of curfew as:

- 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday, until 0500a.m. of the following day; and
- 12:01 a.m. until 5:00 a.m. on any Friday or Saturday; and
- During school hours on any Monday, Tuesday, Wednesday, Thursday or Friday when Bastrop Independent School District public schools are in session.

Minors Curfew Ordinance

Item 9E.



Who can be held accountable

- Both the **minor** and their **parent or guardian** can be issued citations for curfew violations.
- The **owner or employee of an establishment** also commits an offense if they allow a minor to remain on premises during curfew hours.

Minors Curfew Ordinance

Item 9E.



Outcome

- Any person violating this ordinance shall be guilty of a **class C misdemeanor**.
 - Community service (tutoring, non-profit, church, essay or educational class.)
 - Pay fine
 - Or a combination of above
- Court determines
 - Deferral (probation) - All compliance cases are deferred rather than a conviction.
 - Dismissal depending upon circumstances
 - Conviction

Minors Curfew Ordinance

Item 9E.



Statistical Data

Curfew Violation Citations by Department

YEAR	BPD	BISD	TOTAL* By Year	BPD Nighttime	BPD School Curfew
2023 YTD	0	19	19	0	0
2022	4	27	31	0	4
2021	10	21	31	8	2
2020	12	7	19	8	4

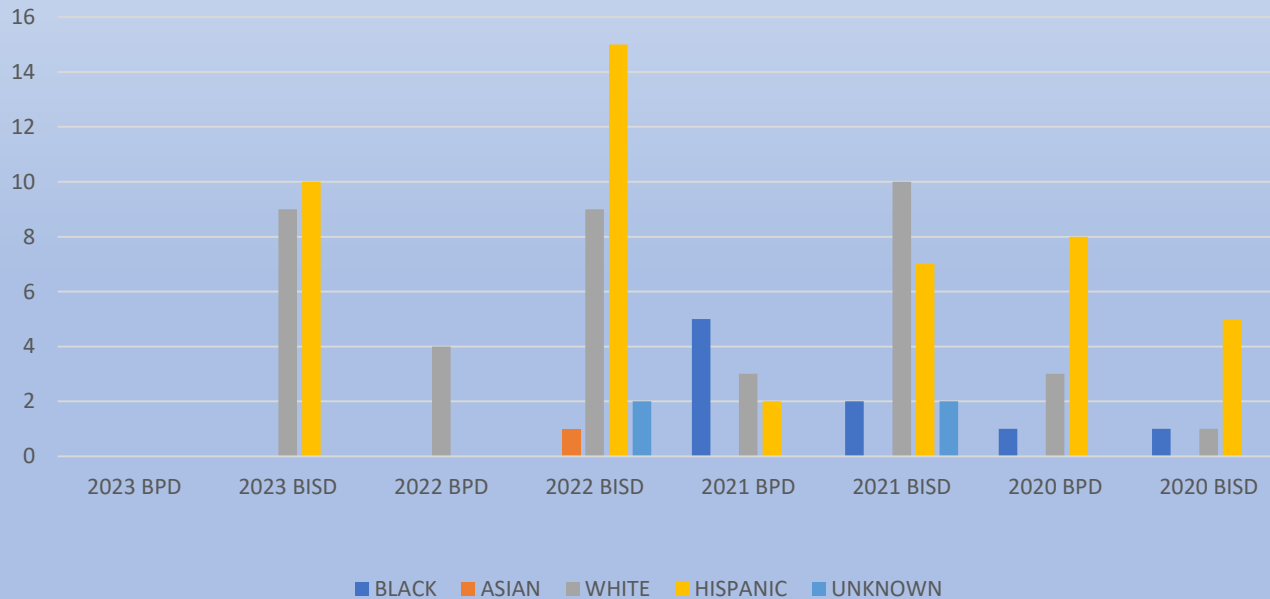
Minors Curfew Ordinance

Item 9E.



Statistical Data

Juvenile Curfew by Race



Minors Curfew Ordinance

Item 9E.



Statistical Data

BPD Juvenile Incidents (Includes curfew citations)

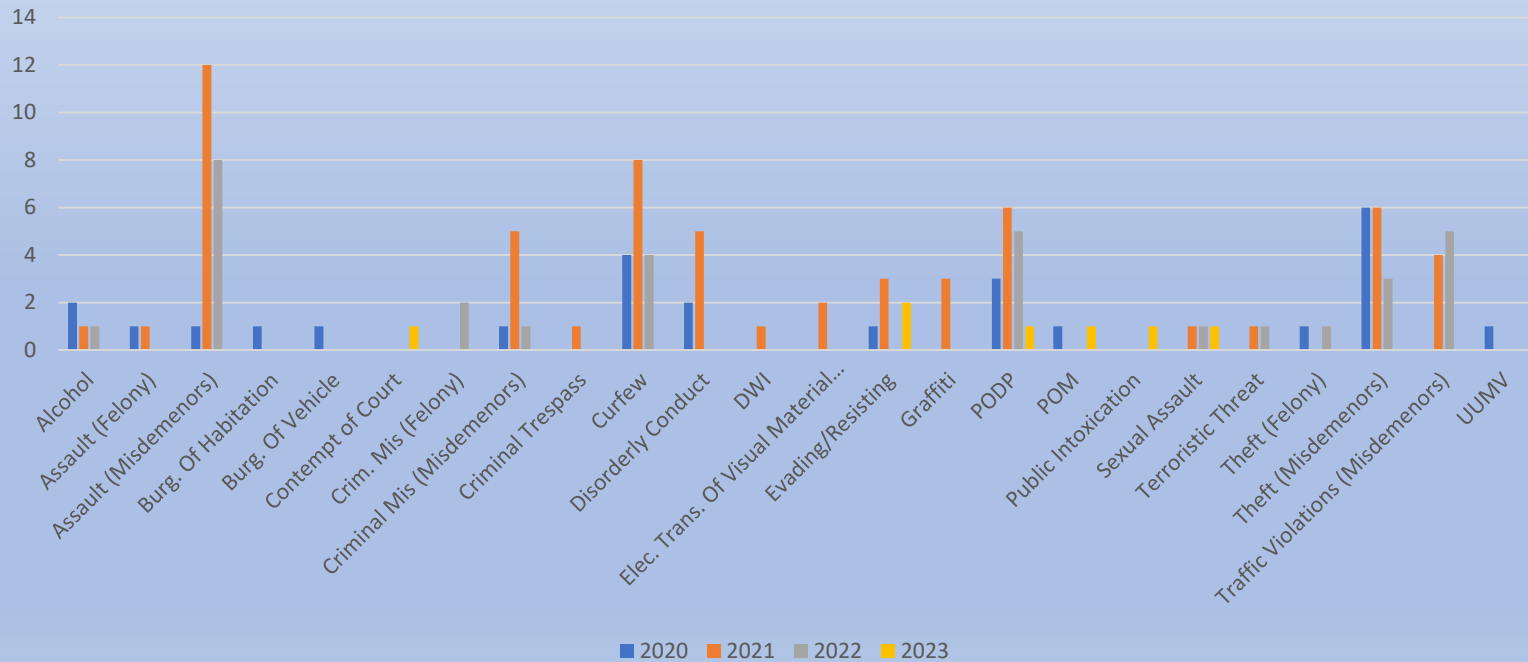
Year	Class C	Other Misdemeanors	Felonies	Total # of Juveniles
2023 YTD	3	3	1	4
2022	24	3	4	24
2021	40	20	3	52
2020	15	6	6	22

Minors Curfew Ordinance



Statistical Data

Juvenile Offenses



Minors Curfew Ordinance

Item 9E.



Goals of the Curfew Ordinance

1. Assist in keeping children in school

A. Allows officers a mechanism to address students who walk off campus during school hours.

2. Assist with minors from becoming involved or identifying minors involved (victim or suspect) in criminal activity

3. Location accountability

B. Parental involvement / coordination *

*Whether BISD, Homeschool or another school

Minors Curfew Ordinance

Item 9E.



QUESTIONS

ARTICLE 8.05 MINORS CURFEW

Sec. 8.05.001 Definitions

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Curfew hours.

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday, until 5:00 a.m. of the following day; and
- (2) 12:01 a.m. until 5:00 a.m. on any Friday or Saturday; and
- (3) During school hours on any Monday, Tuesday, Wednesday, Thursday, or Friday when Bastrop Independent School District public schools are in session.

Custodian. A person over the age of twenty-one (21) who is authorized or designated by a parent, guardian, or court of competent jurisdiction to supervise and control a minor.

Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss which demands immediate action.

Establishment. Any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian.

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor. Any person:

- (1) Ten (10) years of age or older and under seventeen (17) years of age; or
- (2) Seventeen (17) years of age or older and under eighteen (18) years of age.

Operator. Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent. A person who is a natural parent, adoptive parent, or stepparent of the minor (excluding any person whose parental rights have been terminated in accordance with the Texas Family Code).

Public place. Any place in which the public or a substantial group of the public has access, but excluding areas where access is controlled by property owners and/or management by use of signs, policy or personnel. Public places may include but are not limited to, streets, highways, common areas beyond the exterior walls of school buildings, hospitals, apartment houses, office buildings, transport facilities, shops, and shopping centers.

Remain. To:

- (1) Linger or stay; or

- (2) Fail to leave premises when requested to do so by a peace officer or the owner, operator, or other person in control of the premises.

Serious bodily injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)

Sec. 8.05.002 Offenses.

- (a) A minor commits an offense if he knowingly remains, walks, runs, stands, drives, rides, or otherwise is present in, on or upon any public place, or any private place other than his place of residence, or on the premises of any establishment within the city during curfew hours.
- (b) A parent, guardian, or custodian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain, walk, run, stand, drive, ride, or otherwise be present in, on, or upon any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator, or any other person in control of a public place or establishment commits an offense if he or she intentionally and knowingly allows or permits a minor to remain upon the premises of the public place or establishment during curfew hours.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)

Sec. 8.05.003 Defenses.

- (a) It is a defense to prosecution under section 8.05.002 that the minor was:
- (1) Accompanied by the minor's parent, guardian, or spouse, or custodian;
 - (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in interstate travel with the consent of the minor's parent, guardian, or custodian;
 - (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (5) Involved in an emergency;
 - (6) On private property at which the minor resides or is present with consent of the parent, guardian, custodian, or spouse;
 - (7) Attending an official school, religious, or other recreational activity supervised by a person over the age of twenty-one (21) and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by a person over the age of twenty-one (21) and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor;
 - (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - (9) A minor who has had disabilities of minority removed in accordance with V.T.C.A., Family Code, ch. 31.

- (b) It is a defense to prosecution under section 8.05.002(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.
- (c) With respect to the school hours curfew only (see section 8.05.001, definition of "curfew hours," subsection (3)), it is a defense that the school which the minor attends was not in session, that the minor is a high school graduate or has equivalent certification, that the minor is on an excused absence from his or her place of schooling, or that the minor is participating in a work-study program which requires the minor to be off campus during school hours.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)

Sec. 8.05.004 Enforcement procedures.

All enforcement procedures adopted by the police department shall be in compliance with the provisions of the Texas Family Code.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)

Sec. 8.05.005 Penalties.

- (a) Any minor violating this division shall be guilty of a class C misdemeanor.
- (b) Any other person violating this division shall be guilty of a class C misdemeanor, which shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00).
- (c) When required by V.T.C.A. Family Code, § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 8.05.002 of this division and shall refer the minor to juvenile court.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)



STAFF REPORT

MEETING DATE: April 25, 2023

TITLE:

Hold a public hearing and consider action to approve Resolution No. R-2023-67 of the city council of the City of Bastrop, Texas, consenting to the creation and division of Wildwood Municipal Utility District; providing for an open meetings clause; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

Wildwood Municipal Utility District, a municipal utility district (the "District") that was created by the 87th Texas Legislature over the land described in Exhibit A within the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City") for the benefit of the affected public property, including the construction and maintenance of water, sewer, division and drainage facilities and roads.

The City of Bastrop understands the needs for housing in the region and wishes to support development within Bastrop County. The Wildwood M.U.D. also known as Silverleaf, has previously been created at the legislature, has a current development agreement with Bastrop County and now needs the City of Bastrop's support for the creation of the District in fulfillment of Section 7946A.0104, Texas Special District Local Laws Code, Section 42.042, Texas Local Government Code, and Section 54.016, Texas Water Code; and the City of Bastrop acknowledges that the District has conducted confirmation and director elections in fulfillment of Section 7946A.0103, Texas Special District Local Laws Code, and further desires to manifest its support and approval for those elections, such that this Resolution qualifies as a consented by ordinance or resolution to the creation of the District and inclusion of land within the District under Section 7946A.0104, Texas Special District Local Laws Code.

POLICY EXPLANATION:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Trey Job, Assistant City Manager of Development Services recommends approval of Resolution No. R-2023-59.

ATTACHMENTS:

- Resolution No. R-2023-67



RESOLUTION NO. 2023-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONSENTING TO THE CREATION AND DIVISION OF WILDWOOD MUNICIPAL UTILITY DISTRICT; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wildwood Municipal Utility District, a municipal utility district (the "District") that was created by the 87th Texas Legislature over the land described in Exhibit A within the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City") for the benefit of the affected public property, including the construction and maintenance of water, sewer, division and drainage facilities and roads;

WHEREAS, the City of Bastrop desires to assist Bastrop County with the development of new homes for the growing population of Bastrop County; and

WHEREAS, the City of Bastrop agrees to manifest its support for the creation of the District in fulfillment of Section 7946A.0104, Texas Special District Local Laws Code, Section 42.042, Texas Local Government Code, and Section 54.016, Texas Water Code; and

WHEREAS, the City of Bastrop acknowledges that the District has conducted confirmation and director elections in fulfillment of Section 7946A.0103, Texas Special District Local Laws Code, and further desires to manifest its support and approval for those elections, such that this Resolution qualifies as a consented by ordinance or resolution to the creation of the District and inclusion of land within the District under Section 7946A.0104, Texas Special District Local Laws Code;

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

SECTION 1. The facts and opinions in the preamble of this Resolution are correct.

SECTION 2. The City hereby consents and expresses its support for the special legislation attached as Exhibit A.

SECTION 3. This Resolution constitutes consent to the creation of the district and to the inclusion of land in the district subject to the inclusion in any legislation creating the District.

SECTION 4. The City Council of Bastrop further consents to and acknowledges the validity of the Confirmation and Director elections the District conducted in May 2022 and the results of those elections.

SECTION 5. The Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

SECTION 6. This Resolution shall be effective from and after the date of its passage.

DULY RESOLVED by the City Council of the City of Bastrop, Texas, on the 25th day of _____, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A



The State of Texas
Secretary of State

I, Jose A. Esparza, Deputy of State of the State of Texas, DO HEREBY CERTIFY that the attached is a true and correct copy of **House Bill 4645, 87th Session of the Texas Legislature, Regular Session.**

Date Issued: July2, 2021

A handwritten signature in black ink, consisting of the initials "JE" followed by a long horizontal stroke.

Jose A. Esparza
Deputy Secretary of State



Chapter 761

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1 AN ACT
 2 relating to the creation of the Wildwood Municipal Utility
 3 District, granting a limited power of eminent domain; providing
 4 authority to issue bonds; providing authority to impose
 5 assessments, fees, and taxes.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

7 SECTION 1. Subtitle F, Title 6, Special District Local Laws
 8 Code, is amended by adding Chapter 7946A to read as follows:

9 CHAPTER 7946A. WILDWOOD MUNICIPAL UTILITY DISTRICT

10 SUBCHAPTER A. GENERAL PROVISIONS

11 Sec. 7946A.0101. DEFINITIONS. In this chapter:

- 12 (1) "Board" means the district's board of directors.
- 13 (2) "Commission" means the Texas Commission on
 14 Environmental Quality.
- 15 (3) "Director" means a board member.
- 16 (4) "District" means the Wildwood Municipal Utility
 17 District.

18 Sec. 7946A.0102. NATURE OF DISTRICT. The district is a
 19 municipal utility district created under Section 59, Article XVI,
 20 Texas Constitution.

21 Sec. 7946A.0103. CONFIRMATION AND DIRECTOR ELECTION
 22 REQUIRED. The temporary directors shall hold an election to
 23 confirm the creation of the district and to elect five permanent
 24 directors as provided by Section 49.102, Water Code.

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1 Sec. 7946A.0104. CONSENT OF MUNICIPALITY REQUIRED. The
2 temporary directors may not hold an election under Section
3 7946A.0103 until each municipality in whose corporate limits or
4 extraterritorial jurisdiction the district is located has
5 consented by ordinance or resolution to the creation of the
6 district and to the inclusion of land in the district.

7 Sec. 7946A.0105. FINDINGS OF PUBLIC PURPOSE AND BENEFIT.

8 (a) The district is created to serve a public purpose and benefit.

9 (b) The district is created to accomplish the purposes of:

10 (1) a municipal utility district as provided by
11 general law and Section 59, Article XVI, Texas Constitution; and

12 (2) Section 52, Article III, Texas Constitution, that
13 relate to the construction, acquisition, improvement, operation,
14 or maintenance of macadamized, graveled, or paved roads, or
15 improvements, including storm drainage, in aid of those roads.

16 Sec. 7946A.0106. INITIAL DISTRICT TERRITORY. (a) The
17 district is initially composed of the territory described by
18 Section 2 of the Act enacting this chapter.

19 (b) The boundaries and field notes contained in Section 2 of
20 the Act enacting this chapter form a closure. A mistake made in the
21 field notes or in copying the field notes in the legislative process
22 does not affect the district's:

23 (1) organization, existence, or validity;

24 (2) right to issue any type of bond for the purposes
25 for which the district is created or to pay the principal of and
26 interest on a bond;

27 (3) right to impose a tax; or

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1 (4) legality or operation.

2 SUBCHAPTER B. BOARD OF DIRECTORS

3 Ser. 7946A.0201. GOVERNING BODY; TERMS. (a) The district
4 is governed by a board of five elected directors.

5 (b) Except as provided by Section 7946A.0202, directors
6 serve staggered four-year terms.

7 Ser. 7946A.0202. TEMPORARY DIRECTORS. (a) The temporary
8 board consists of:

9 (1) Byron Frankland;

10 (2) Billy Wayne (Trey) Newby III;

11 (3) John Azar;

12 (4) Fred Nagel; and

13 (5) Suzan Leigh Randall.

14 (b) Temporary directors serve until the earlier of:

15 (1) the date permanent directors are elected under
16 Section 7946A.0103; or

17 (2) the fourth anniversary of the effective date of
18 the Act enacting this chapter.

19 (c) If permanent directors have not been elected under
20 Section 7946A.0103 and the terms of the temporary directors have
21 expired, successor temporary directors shall be appointed or
22 reappointed as provided by Subsection (d) to serve terms that
23 expire on the earlier of:

24 (1) the date permanent directors are elected under
25 Section 7946A.0103; or

26 (2) the fourth anniversary of the date of the
27 appointment or reappointment.

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1 (d) If Subsection (c) applies, the owner or owners of a
2 majority of the assessed value of the real property in the district
3 may submit a petition to the commission requesting that the
4 commission appoint as successor temporary directors the five
5 persons named in the petition. The commission shall appoint as
6 successor temporary directors the five persons named in the
7 petition.

8 SUBCHAPTER C. POWERS AND DUTIES

9 Sec. 7946A.0301. GENERAL POWERS AND DUTIES. The district
10 has the powers and duties necessary to accomplish the purposes for
11 which the district is created.

12 Sec. 7946A.0302. MUNICIPAL UTILITY DISTRICT POWERS AND
13 DUTIES. The district has the powers and duties provided by the
14 general law of this state, including Chapters 49 and 54, Water Code,
15 applicable to municipal utility districts created under Section 59,
16 Article XVI, Texas Constitution.

17 Sec. 7946A.0303. AUTHORITY FOR ROAD PROJECTS. Under
18 Section 52, Article III, Texas Constitution, the district may
19 design, acquire, construct, finance, issue bonds for, improve,
20 operate, maintain, and convey to this state, a county, or a
21 municipality for operation and maintenance macadamized, graveled,
22 or paved roads, or improvements, including storm drainage, in aid
23 of those roads.

24 Sec. 7946A.0304. ROAD STANDARDS AND REQUIREMENTS. (a) A
25 road project must meet all applicable construction standards,
26 zoning and subdivision requirements, and regulations of each
27 municipality in whose corporate limits or extraterritorial

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1 jurisdiction the road project is located.

2 (b) If a road project is not located in the corporate limits
3 or extraterritorial jurisdiction of a municipality, the road
4 project must meet all applicable construction standards,
5 subdivision requirements, and regulations of each county in which
6 the roadproject is located.

7 (c) If the state will maintain and operate the road, the
8 Texas Transportation Commission must approve the plans and
9 specifications of the road project.

10 Sec. 7946A.0305. COMPLIANCE WITH MUNICIPAL CONSENT
11 ORDINANCE OR RESOLUTION. The district shall comply with all
12 applicable requirements of any ordinance or resolution that is
13 adopted under Section 54.016 or 54.0165, Water Code, and that
14 consentsto the creation of the district or to the inclusion of land
15 in the district.

16 SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

17 Sec. 7946A.0401. ELECTIONS REGARDING TAXES OR BONDS. (a)
18 The district may issue, without an election, bonds and other
19 obligatins secured by:

- 20 (1) revenue other than ad valorem taxes; or
- 21 (2) contract payments described by Section
22 7946A.0413.

23 (b) The district must hold an election in the manner
24 providedby Chapters 49 and 54, Water Code, to obtain voter approval
25 before the district may impose an ad valorem tax or issue bonds
26 payable from ad valorem taxes.

27 (c) The district may not issue bonds payable from ad valorem

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1 taxes to finance a road project unless the issuance is approved by a
2 vote of a two-thirds majority of the district voters voting at an
3 election held for that purpose.

4 Sec. 7946A.0402. OPERATION AND MAINTENANCE TAX. (a) If
5 authorized at an election held under Section 7946A.0401, the
6 district may impose an operation and maintenance tax on taxable
7 property in the district in accordance with Section 49.107, Water
8 Code.

9 (b) The board shall determine the tax rate. The rate may not
10 exceed the rate approved at the election.

11 Sec. 7946A.0403. CONTRACT TAXES. (a) In accordance with
12 Section 49.108, Water Code, the district may impose a tax other than
13 an operation and maintenance tax and use the revenue derived from
14 the tax to make payments under a contract after the provisions of
15 the contract have been approved by a majority of the district voters
16 voting at an election held for that purpose.

17 (b) A contract approved by the district voters may contain a
18 provision stating that the contract may be modified or amended by
19 the board without further voter approval.

20 SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

21 Sec. 7946A.0501. AUTHORITY TO ISSUE BONDS AND OTHER
22 OBLIGATIONS. The district may issue bonds or other obligations
23 payable wholly or partly from ad valorem taxes, impact fees,
24 revenue, contract payments, grants, or other district money, or any
25 combination of those sources, to pay for any authorized district
26 purpose.

27 Sec. 7946A.0502. TAXES FOR BONDS. At the time the district

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1 issues bonds payable wholly or partly from ad valorem taxes, the
2 board shall provide for the annual imposition of a continuing
3 direct advalorem tax, without limit as to rate or amount, while all
4 or part of the bonds are outstanding as required and in the manner
5 provided by Sections 54.601 and 54.602, Water Code.

6 Sec. 7946A.0503. BONDS FOR ROAD PROJECTS. At the time of
7 issuance, the total principal amount of bonds or other obligations
8 issued or incurred to finance road projects and payable from ad
9 valorem taxes may not exceed one-fourth of the assessed value of the
10 real property in the district.

11 SECTION 2. The Wildwood Municipal Utility District
12 initially includes all the territory contained in the following
13 area:

14 DESCRIPTION OF APPROXIMATELY 418.30 ACRES OF LAND IN THE JOSE
15 ANTONIO NAVARRO GRANT, ABSTRACT NO. 53, BASTROP COUNTY, TEXAS;
16 BEING ALL OF A CERTAIN CALLED 121.72 ACRE TRACT DESCRIBED IN THE
17 SPECIAL WARRANTY DEED TO HAL BERDOLL AND WIFE, LISA BERDOLL OF
18 RECORD IN DOCUMENT NO. 201413308, OFFICIAL PUBLIC RECORDS OF
19 BASTROP COUNTY, TEXAS, ALL OF A CERTAIN CALLED 168.95 ACRE TRACT
20 DESIGNATED AS TRACT 4 AND DESCRIBED IN THE SPECIAL WARRANTY DEED TO
21 HAL BERDOLL AND WIFE, LISA BERDOLL OF RECORD IN DOCUMENT NO.
22 201413307, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, A
23 PORTION OF A CERTAIN CALLED 1.98 ACRE TRACT DESIGNATED AS TRACT 1
24 AND DESCRIBED IN THE SAID SPECIAL WARRANTY DEED TO HAL BERDOLL AND
25 WIFE, LISA BERDOLL OF RECORD IN DOCUMENT NO. 201413307, OFFICIAL
26 PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, A PORTION OF A CERTAIN
27 CALLED 67.83 ACRE TRACT DESIGNATED AS TRACT 2 AND DESCRIBED IN THE

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1 SAID SPECIAL WARRANTY DEED TO HAL BERDOLL AND WIFE, LISA BERDOLL OF
2 RECORD IN DOCUMENT NO. 201413307, OFFICIAL PUBLIC RECORDS OF
3 BASTROP COUNTY, TEXAS, ALL OF A CERTAIN CALLED 0.64 ACRE TRACT
4 DESCRIBED IN EXHIBIT A-1 , AND A PORTION OF A CERTAIN CALLED 1.21
5 ACRE TRACT DESCRIBED IN EXHIBIT A-2, IN THE DEED WITHOUT WARRANTY TO
6 HAL BERDOLL AND WIFE, LISA BERDOLL OF RECORD IN DOCUMENT NO.
7 201413307, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, ALL OF
8 A CERTAIN CALLED 62.586 ACRE TRACT DESCRIBED IN EXHIBIT A-2, IN THE
9 GENERAL WARRANTY DEED TO BERDOLL INVESTMENTS LP OF RECORD IN
10 DOCUMENT NO. 201312598, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY,
11 TEXAS, ALL OF A CERTAIN CALLED 24.012 ACRE TRACT DESIGNATED AS TRACT
12 2 AND DESCRIBED IN EXHIBIT B, IN THE GENERAL WARRANTY DEED TO HAL
13 BERDOLL AND WIFE, LISA BERDOLL OF RECORD IN DOCUMENT NO. 201510944,
14 OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, A PORTION OF A
15 CERTAIN CALLED 6.177 ACRE TRACT DESIGNATED AS TRACT 1 AND DESCRIBED
16 IN EXHIBIT A, IN THE SAID GENERAL WARRANTY DEED TO HAL BERDOLL AND
17 WIFE, LISA BERDOLL OF RECORD IN DOCUMENT NO. 201510944, OFFICIAL
18 PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, A PORTION OF A CERTAIN
19 CALLED 0.306 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED TO
20 HAL BERDOLL AND WIFE, LISA BERDOLL OF RECORD IN DOCUMENT NO.
21 201111354, DOCUMENT NO. 201701630, AND DOCUMENT NO. 201701631,
22 OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 418.30 ACRES
23 OF LAND, BEING COMPRISED OF TRACT 1 - 449.03 ACRES, AND TRACT 2 -
24 5.563 ACRES, SAVE AND EXCEPT TRACT 3 - 35.66 ACRES, AND SAVE AND
25 EXCEPT TRACT 4 - 0.637, AS SURVEYED BY LANDDEV CONSULTING, LLC,
26 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
27 TRACT 1 - 449.03 Acres

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1 BEGINNING at a bolt found in the south right-of-way line of
2 State Highway 71, a variable-width right-of-way, at the northeast
3 corner of the said 62.586 acre tract, same being the northwest
4 corner of Lot 1, JW Subdivision, a subdivision according to the plat
5 or map of record in Cabinet 7, Page 68-A, Plat Records of Bastrop
6 County, Texas, for the northeast corner of the tract described
7 herein;

8 THENCE with the east line of the said 62.586 acre tract, and
9 the westline of said Lot 1, JW Subdivision, with an east line of the
10 tract described herein, the following two (2) courses and
11 distances:

12 1. S 28°22'06" W, a distance of 604.12 feet to a calculated
13 angle point at the southwest corner of said Lot 1, JW Subdivision,
14 for an angle point in an east line of the tract described herein,
15 and

16 2. S 27°42'48" W, at a distance of 2,184.16 feet, passing a
17 1/2-inch iron rod and continuing for a total distance of 2,185.28
18 feet to an axle found in the north line of a certain called 1,443.0
19 acre tract designated as Second Tract and described in the deed to
20 John W. Caldwell, Jr. of record in Document No. 201816538, Official
21 Public Records of Bastrop County, Texas, for the easterly southeast
22 corner of the tract described herein;

23 THENCE with a south line of the said 62.586 acre tract, the
24 south line of the said 67.83 acre tract, and the south line of the
25 said 0.64 acre tract, with the north line of the said 1,443.0 acre
26 tract, with a south line of the tract described herein, the
27 following four (4) courses and distances:

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1 1. N 62°30'36" W, a distance of 578.60 feet to a 1/2-inch
2 iron rod found at an angle point,

3 2. N 62°05'35" W, a distance of 422.69 feet to a 1-inch
4 square iron rod found at an angle point,

5 3. N 62°07'59" W, a distance of 1,883.16 feet to a 5/8-inch
6 iron rod with a red illegible plastic cap found at a point-on-line,
7 and

8 4. N 62°07'59" W, a distance of 27.48 feet to a 3-inch metal
9 fence post found in the east line of the said 168.95 acre tract, at
10 the southwest corner of the said 0.64 acre tract, for a re-entrant
11 corner of the tract described herein,

12 THENCE with the east line of the said 168.95 acre tract, and
13 the east line of the said 121.72 acre tract, with the west line of
14 the said 1,443.0 acre tract, with an east line of the tract
15 described herein, the following three (3) courses and distances:

16 1. S 27°33'16" W, a distance of 1,350.13 feet to a 1/2-inch
17 iron rod found at an angle point,

18 2. S 27°33'46" W, a distance of 2,962.00 feet to a leaning
19 1/2-inch iron rod found at the southeast corner of the said 168.95
20 acre tract and the northeast corner of the said 121.72 acre tract,
21 and

22 3. S 27°20'28" W, a distance of 2,815.27 feet to a 1-inch
23 iron pipe found in the north line of a certain called 769.524 acre
24 tract designated as Tract 2 and described in the deed to Carr Family
25 Partnership, LTD. of record in Volume 736, page 233, Official
26 Public Records of Bastrop County, Texas, at the southeast corner of
27 the said 121.72 acre tract, for the southerly southeast corner of

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1 the tract described herein;

2 THENCE N 62°35'22" W, with the north line of the said 769.524
3 acre tract, with the south line of the said 121.72 acre tract, with
4 a south line of the tract described herein, a distance of 1,884.51
5 feet to a 1/2-inch iron rod found in the east line of a certain
6 called 951.10 acre tract described in the deed to Carr Family
7 partnership, LTD. of record in Document No. 956, Page 441, Deed
8 Records of Bastrop County, Texas, at the southwest corner of the
9 said 121.72 acre tract, for the southwest corner of the tract
10 described herein;

11 THENCE N 27°17'56" E, leaving the north line of the said
12 769.524 acre tract, with the east line of the said 951.10 acre
13 tract, with the west line of the said 121.72 acre tract, with the
14 west line of the tract described herein, a distance of 2,809.87 feet
15 to a calculated point for the northwest corner of the said 121.72
16 acre tract and the southwest corner of the said 168.95 acre tract,
17 for an angle point in the west line of the tract described herein;

18 THENCE with the west and north lines of the said 168.95 acre
19 tract, with the west and north lines of the tract described herein,
20 the following four (4) courses and distances:

21 1. N 27°21'42" E, with the east line of the said 951.10 acre
22 tract, a distance of 3,164.61 feet to a 1/2-inch iron pipe found at
23 the westerly northwest corner of the said 168.95 acre tract and the
24 southwest corner of a certain called 48.634 acre tract described in
25 the deed to Clarence L. Vinklerek et. Ux. of record in Volume 217,
26 Page 208, Deed Records of Bastrop County, Texas,

27 2. S 62°34'59" E, with the south line of the said 48.634 acre

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1 tract, a distance of 1,225.65 feet to a 1/2-inch iron pipe found at
2 a re-entrant corner,

3 3. N 27°27'06" E, a distance of 2,050.44 feet to a 1/2-inch
4 iron rod found at the northerly northwest corner of the said 168.95
5 acre tract, same being the southwest corner of a certain called
6 6.667 acre tract described in the gift deed to Katie Frerich
7 Karnstadt of record in Document No. 201406127, Official Public
8 Records of Bastrop County, Texas, and

9 4. S 62°32'13" E, with the south line of the said 6.667 acre
10 tract, and the south line of a certain called 3.707 acre tract
11 described in the deed to Robert Frerich and Tamara Frerich of record
12 in Document No. 200112158, Official Public Records of Bastrop
13 County, Texas, a distance of 670.10 feet to a 1/2-inch iron pipe
14 found at the northeast corner of the said 168.95 acre tract, and the
15 southeast corner of the said 3.707 acre tract, same being the
16 southwest corner of the said 1.21 acre tract, for a re-entrant
17 corner of the tract described herein;

18 THENCE N 27°31'42" E, with the west line of the said 1.21 acre
19 tract, and the east line of the said 3.707 acre tract, with the west
20 line of the tract described herein, a distance of 1,629.03 feet to a
21 calculated point for the northwest corner of the said 1.21 acre
22 tract, for a northwest corner of the tract described herein;

23 THENCE S 78°22'38" E, a distance of 31.12 feet to a bent 1-inch
24 iron pipe found at the northeast corner of the said 1.21 acre tract
25 and the northwest corner of the said 1.98 acre tract, for a
26 northwest corner of the tract described herein;

27 THENCE S 77°54'08" E, with the north line of the said 1.98 acre

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1 tract, with a north line of the tract described herein, a distance
2 of 363.51 feet to a 1-1/2-inch iron pipe found at the northeast
3 corner of the said 1.98 acre tract, same being the northerly
4 northwest corner of a certain tract designated as Tract Two and
5 described in the deed to Lina Sue West of record in Document
6 No. 20191184, Official Public Records of Bastrop County, Texas, for
7 a northeast corner of the tract described herein;

8 THENCE with an east and south line of the said 1.98 acre
9 tract, with a west and north line of the said Second Tract, with an
10 east and south line of the tract described herein, the following two
11 (2) courses and distances:

12 1. S 26°56'38" W, a distance of 241.66 feet to a calculated
13 point for the southeast corner of the said 1.98 acre tract, and

14 2. N 79°19'42" W, a distance of 366.39 feet to a bent 1-inch
15 iron pipe found in the east line of the said 1.21 acre tract, at the
16 southwest corner of the said 1.98 acre tract, for a re-entrant
17 corner of the tract described herein;

18 THENCE S 27°21'26" W, with the west line of the said Second
19 Tract, with the east line of the said 1.21 acre tract, with the west
20 line of the tract described herein, a distance of 812.51 feet to a
21 5/8-inch iron rod found at the southwest corner of the said Second
22 Tract, and the westerly northwest corner of the said 67.83 acre
23 tract for a re-entrant corner of the tract described herein;

24 THENCE with the south and east line of the said Second Tract,
25 with a north and west line of the said 67.83 acre tract, with a north
26 and west line of the tract described herein, the following two (2)
27 courses and distances:

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1 1. S 62°08'29" E, a distance of 1,149.03 feet to an 8-inch
2 fence post found at the southeast corner of the said Second Tract
3 and a re-entrant corner of the said 67.83 acre tract, and

4 2. N 28°26'14" E, a distance of 1,440.02 feet to a calculated
5 point for the northeast corner of the said Second Tract, and a
6 northwest corner of the said 67.83 acre tract, for a northwest
7 corner of the tract described herein;

8 THENCE with the south right-of-way line of said State Highway
9 71, with the north line of the said 67.83 acre tract, with the north
10 line of the said 24.012 acre tract, and with the north line of the
11 said 62.386 acre tract, with the north line of the tract described
12 herein, the following six (6) courses and distances:

13 1. S 76°31'21" E, a distance of 22.68 feet to a fence post
14 found at an angle point,

15 2. S 79°43'49" E, a distance of 101.07 feet to a Texas
16 Department of Transportation (TxDOT) Type-I concrete monument
17 found at a point-of-curvature,

18 3. With the arc of a curve to the right, having a radius of
19 2,755.03 feet, an arc distance of 189.73 feet, and a chord which
20 bears S 78°28'39" E, a distance of 189.70 feet to a calculated
21 non-tangent end of curve,

22 4. S 53°05'32" E, a distance of 454.67 feet to a Texas
23 Department of Transportation (TxDOT) Type-I concrete monument
24 found at an angle point,

25 5. S 55°16'20" E, a distance of 69.16 feet to a calculated
26 angle point, and

27 6. S 54°07'31" E, a distance of 918.17 feet to the POINT OF

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1 BEGINNING and containing 449.03 acres of land, more or less.

2 TRACT 2 - 5.563 Acres

3 BEGINNING at a Texas Department of Transportation (TxDOT)
4 Type-II concrete monument found in the south right-of-way line of
5 State Highway 71, a variable-width right-of-way, in the north line
6 of the said 6.177 acre tract, at the northeast corner of a certain
7 called 0.9152 acre tract designated as Parcel 26 and described in
8 the deed to the State of Texas of record in Document No. 202005708,
9 Official Public Records of Bastrop County, Texas, for a northwest
10 corner as POINT OF BEGINNING of the tract described herein;

11 THENCE S 59°57'55" E, a distance of 722.58 feet to a
12 calculated point for the east corner of the said 6.177 acre tract,
13 for the east corner of the tract described herein;

14 THENCE with the north line of the vacated portion of State
15 Highway 71, with the south line of the said 6.177 acre tract, and
16 with the south line of the said 0.306 acre tract, with the south
17 line of the tract described herein, the following three (3) courses
18 and distances:

19 1. N 80°14'31" W, at a distance of 906.31 feet, passing a
20 Texas Department of Transportation (TxDOT) Type-I concrete
21 monument found at a point-on-line, and continuing for a total
22 distance of 1,060.87 feet to a Texas Department of Transportation
23 (TxDOT) Type-I concrete monument found at a point-of-curvature,

24 2. With the arc of a curve to the right, having a radius of
25 1,504.75 feet, an arc distance of 214.68 feet, and a chord which
26 bears N 77°15'23" W, a distance of 214.50 feet to a calculated point
27 for the southeast corner of the said 0.306 acre tract, for a point

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1 of compound-curvature in the south line of the tract described
2 herein, and

3 3. With the arc of a curve to the right, having a radius of
4 1,858.52 feet, an arc distance of 30.16 feet, and a chord which
5 bears N 12°08'53" W, a distance of 30.16 feet to a calculated point
6 in the east line of a certain called 3.707 acre tract described in
7 the deed to Robert Frerich and Tamara Frerich of record in Document
8 No. 200112158, Official Public Records of Bastrop County, Texas,
9 for the southwest corner of the said 0.306 acre tract, for the
10 southwest corner of the tract described herein;

11 THENCE N 27°36'14" E, with the west line of the said 0.306 acre
12 tract and the east line of the said 3.707 acre tract, with the west
13 line of the tract described herein, a distance of 371.91 feet to an
14 iron rod with a 2-inch aluminum cap stamped "TxDOT" found at the
15 southwest corner of the said 0.9152 acre tract, for the westerly
16 northwest corner of the tract described herein;

17 THENCE leaving the west line of the said 3.707 acre tract,
18 crossing the said 0.306 acre tract and the said 6.177 acre tract,
19 with the south and east lines of the said 0.9152 acre tract, with
20 the north and west lines of the tract described herein, the
21 following five (5) courses and distances:

22 1. S 59°59'51" E, a distance of 122.61 feet to a Texas
23 Department of Transportation (TxDOT) Type-II concrete monument
24 found at an angle point,

25 2. S 52°51'00" E, a distance of 201.55 feet to a Texas
26 Department of Transportation (TxDOT) Type-II concrete monument
27 found at an angle point,

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1 3. S 68°35'00" E, a distance of 101.08 feet to a Texas
2 Department of Transportation (TxDOT) Type-II concrete monument
3 found at an angle point,

4 4. S 59°56'27" E, a distance of 100.02 feet to a Texas
5 Department of Transportation (TxDOT) Type-II concrete monument
6 found at an angle point, and

7 5. N 30°04'14" E, a distance of 75.98 feet to the POINT OF
8 BEGINNING and containing 5.563 acres of land, more or less.

9 TRACT 3 - SAVE AND EXCEPT 35.66 Acres

10 BEGINNING at a 5/8-inch iron rod found at the westerly
11 northwest corner of the said 67.83 acre tract, in the west line of
12 the said 1.21 acre tract, same being the southwest corner of a
13 certain tract designated as Tract Two and described in the deed to
14 Lina Sue West of record in Document No. 20190184, Official Public
15 Records of Bastrop County, Texas, for the northwest corner and
16 POINT OF BEGINNING of the tract described herein;

17 THENCE S 62°08'29" E, with the south line of the said Second
18 Tract, with a north line of the said 67.83 acre tract, a distance of
19 581.20 feet to a calculated point for the northeast corner of the
20 tract described herein;

21 THENCE leaving the south line of the said Second Tract,
22 crossing the said 67.83 acre tract, with the east line of the tract
23 described herein, the following two (2) courses and distances:

24 1. S 05°37'30" E, a distance of 1,151.62 feet to a calculated
25 angle point, and

26 2. S 01°52'30" E, a distance of 587.94 feet to a calculated
27 point in the north line of a certain called 1,443.0 acre tract

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1 designatd as Second Tract and described in the deed to John W.
2 Caldwell, Jr. of record in Document No. 201816538, Official Public
3 Records of Bastrop County, Texas, in the south line of the said
4 67.83 acre tract, for the southeast corner of the tract described
5 herein;

6 THENCE N 62°07'59" W, with the north line of the said 1,443.0
7 acre tract, with the south line of the said 67.83 acre tract, with
8 the south line of the tract described herein, a distance of 1,501.62
9 feet to a 5/8-inch iron rod with a red illegible plastic cap found
10 at the southwest corner of the said 67.83 acre tract and the
11 northwest corner of the said 1,443.0 acre tract, same being the
12 southeast corner of the said 0.64 acre tract, for the southwest
13 corner of the tract described herein;

14 THENCE with the west line of the said 67.83 acre tract, with
15 the east line of the said 0.64 acre tract, and with the east line of
16 the said 1.21 acre tract, the following two (2) courses and
17 distances;

18 1. N 27°39'37" E, a distance of 897.17 feet to a 1/2-inch
19 iron pipe found at the northeast corner of the said 0.64 acre tract
20 and the southeast corner of the said 1.21 acre tract, and

21 2. N 27°31'04" E, a distance of 573.66 feet to the POINT OF
22 BEGINNING and containing 35.66 acres of land, more or less.

23 TRACT 4 - SAVE AND EXCEPT 0.637 Acres

24 COMMENCING at a 5/8-inch iron rod found at the westerly
25 northwest corner of the said 67.83 acre tract, in the west line of
26 the said 1.21 acre tract, same being the southwest corner of a
27 certain tract designated as Tract Two and described in the deed to

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1 Lina Sue West of record in Document No. 20190184, Official Public
2 Records of Bastrop County, Texas;

3 THENCE N 27°21'26" E, with the west line of the said Tract Two,
4 with the east line of the said 1.21 acre tract, a distance of 33.58
5 feet to the southeast corner and POINT OF BEGINNING of the tract
6 described herein;

7 THENCE N 62°53'25" W, leaving the west line of the said Tract
8 Two, crossing the said 1.21 acre tract, with the south line of the
9 tract described herein, a distance of 34.50 feet to a calculated
10 point in the west line of the said 1.21 acre tract, and the east line
11 of a certain called 3.707 acre tract described in the deed to Robert
12 Frerich and Tamara Frerich of record in Document No. 200112158,
13 Official Public Records of Bastrop County, Texas for the southwest
14 corner of the tract described herein;

15 THENCE N 27°31'42" E, with the west line of the said 1.21 acre
16 tract, with the east line of the said 3.707 acre tract, with the
17 west line of the tract described herein, a distance of 848.65 feet
18 to a calculated point, for the northwest corner of the tract
19 described herein;

20 THENCE S 09°12'05" E, leaving the east line of the said 3.707
21 acre tract, crossing the said 1.21 acre tract, with the north line
22 of the tract described herein, a distance of 53.40 feet to a
23 calculated point in the east line of the said 1.21 acre tract and
24 the west line of the said 1.98 acre tract, for a point-on-line in
25 the northline of the tract described herein;

26 THENCE S 09°12'05" E, leaving the east line of the said 1.21
27 acre tract, crossing the said 1.98 acre tract, with the north line

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1 of the tract described herein, a distance of 27.22 feet to a
2 calculated point in the south line of the said 1.98 acre tract, and
3 the north line of the said Tract Two, for an angle point of the tract
4 described herein;

5 THENCE N 79°19'42" W, with the south line of the said 1.98 acre
6 tract, with the north line of the said Tract Two, with a south line
7 of the tract described herein, a distance of 16.76 feet to a bent
8 1-inch iron pipe found in the east line of the said 1.21 acre tract,
9 at the southwest corner of the said 1.98 acre tract, and the
10 westerly northwest corner of the said Tract Two, for a re-entrant
11 corner of the tract described herein;

12 THENCE S 27°21'26" W, with the west line of said Tract Two,
13 with the east line of the said 1.21 acre tract, with the east line of
14 the tract described herein, a distance of 778.93 feet to the POINT
15 OF BEGINNING and containing 0.637 acres of land, more or less.

16 FOR A TOTAL AREA OF 418.30 ACRES BEING ALL OF TRACT 1 AND
17 TRACT 2, SAVE AND EXCEPT TRACT 3 AND TRACT 4 DESCRIBED HEREIN.

18 Bearing Basis: Texas Coordinate System, Central Zone (4203),
19 NAD 83(2011), Grid.

20 SECTION 3. (a) The legal notice of the intention to
21 introduce this Act, setting forth the general substance of this
22 Act, has been published as provided by law, and the notice and a
23 copy of this Act have been furnished to all persons, agencies,
24 officials, or entities to which they are required to be furnished
25 under Section 59, Article XVI, Texas Constitution, and Chapter 313,
26 Government Code.

27 (b) The governor, one of the required recipients, has

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1 submitte~~d~~ the notice and Act to the Texas Commission on
2 Environmental Quality.

3 (c) The Texas Commission on Environmental Quality has filed
4 its recommendations relating to this Act with the governor, the
5 lieutenant governor, and the speaker of the house of
6 representatives within the required time.

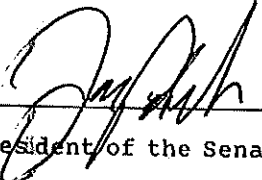
7 (d) All requirements of the constitution and laws of this
8 state and the rules and procedures of the legislature with respect
9 to the notice, introduction, and passage of this Act are fulfilled
10 and accomplished.

11 SECTION 4. (a) If this Act does not receive a two-thirds
12 vote of all the members elected to each house, Subchapter C, Chapter
13 7946A, Special District Local Laws Code, as added by Section 1 of
14 this Act, is amended by adding Section 7946A.0306 to read as
15 follows:


16 Sec. 7946A.0306. NO EMINENT DOMAIN POWER. The district may
17 not exercise the power of eminent domain.

18 (b) This section is not intended to be an expression of a
19 legislative interpretation of the requirements of Section 17(c),
20 Article I, Texas Constitution.

21 SECTION 5. This Act takes effect immediately if it receives
22 a vote of two-thirds of all the members elected to each house, as
23 provided by Section 39, Article III, Texas Constitution. If this
24 Act does not receive the vote necessary for immediate effect, this
25 Act takes effect September 1, 2021.

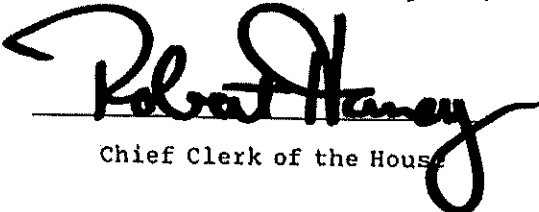


President of the Senate

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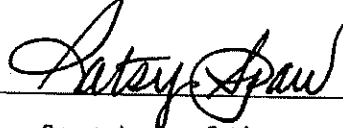
Speaker of the House

I certify that H.B. No. 4645 was passed by the House on May 14, 2021, by the following vote: Yeas 105, Nays 40, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 4645 on May 28, 2021, by the following vote: Yeas 98, Nays 41, 1 present, not voting.



Chief Clerk of the House

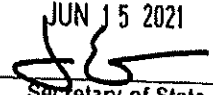
I certify that H.B. No. 4645 was passed by the Senate, with amendments, on May 26, 2021, by the following vote: Yeas 31, Nays 0.



Secretary of the Senate

APPROVED: _____
Date

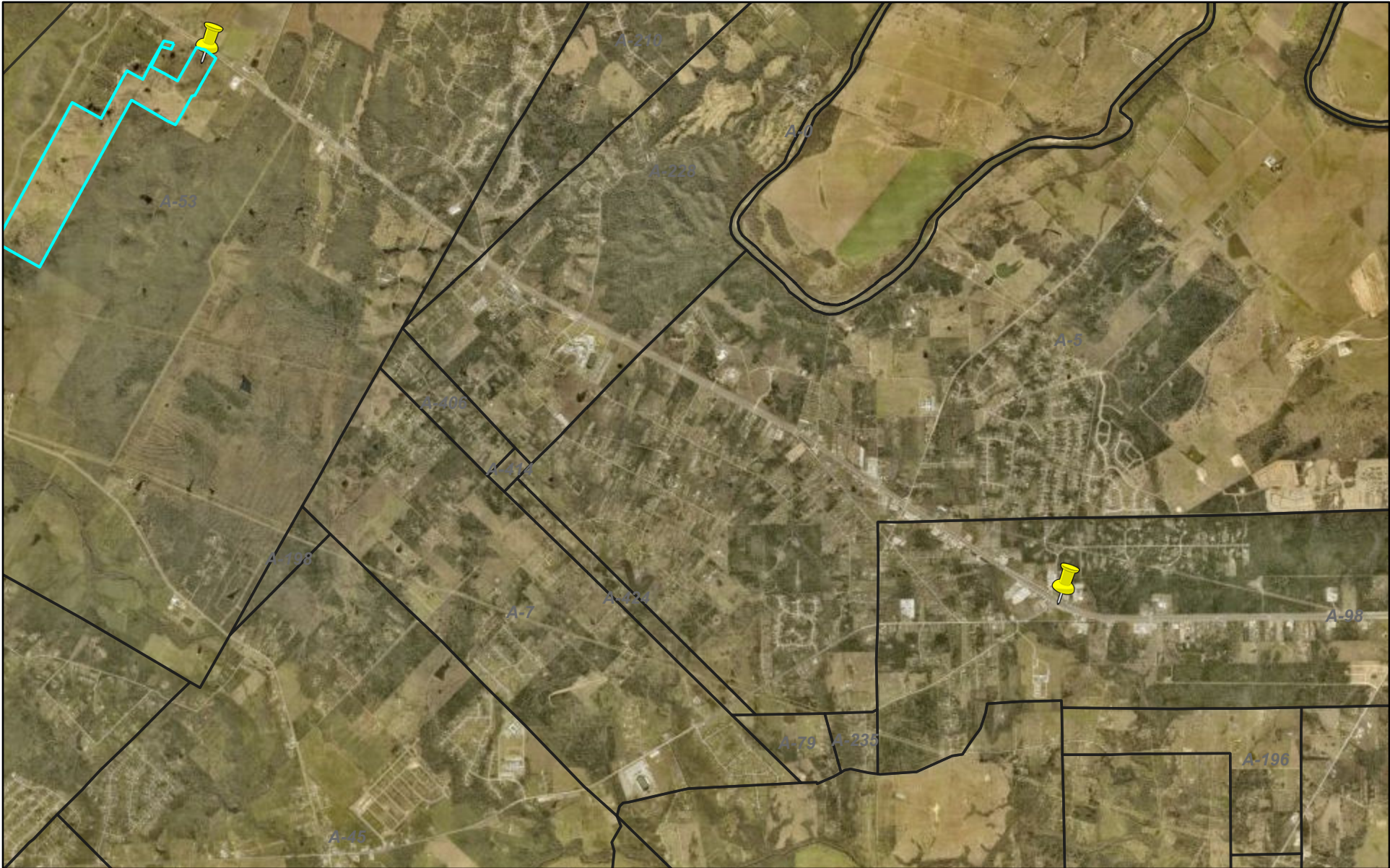
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM O'CLOCK
JUN 15 2021


Secretary of State

Wildwood Location Map

Item 9F.

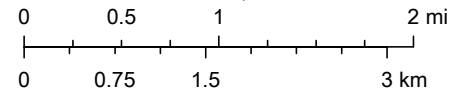


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Bastrop County Appraisal District, BIS Consulting - www.bisconsulting.com

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