

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



November 12, 2024

Regular City Council Meeting at 6:30 PM

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

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

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

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE** - Cadet Lieutenant Commander Jacob Ellis Seabear and Cadet Senior Chief Gianna Ochoa Seabear, Bastrop High School NJROTC

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

- 3. INVOCATION** - Dale Burke, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. Presentation of a Joint Resolution between the City of Bastrop and Bastrop County, in honor of Veterans Day on November 11, 2024.

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

4D. Proclamation: Declaring Hannibal Lokumbe Day on November 16, 2024.

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

5. WORK SESSIONS/BRIEFINGS

5A. Consider the *DRAFT* Council Data Request Policy to assist in the orderly process of request for information.

Submitted by: Alan Bojorquez, City Attorney

6. STAFF AND BOARD REPORTS

6A. City Manager's Report

- 1) Update on Visit Bastrop Contract
- 2) Museum and Visitor Center Report Update on
- 3) Revised Procedure for ETJ Releases
- 4) Update on Blakey Street Funding
- 5) Update on the City Secretary position

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 and act to approve the Bastrop City Council meeting minutes from the Tuesday, October 22, 2024 Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

8B. Consider and act on the second reading of Ordinance No. 2024-39 of the City Council of the City of Bastrop, Texas, approving the zoning change for 2.20 +/- acres out of Building Block 111 east of Water Street, located east of HW 95, within the City of Bastrop from P4 Mix to P3 Residential as shown in Attachment A of the ordinance; 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: Kennedy Higgins – Senior Planner, Development Services

8C. Consider and act on the second reading of Ordinance No. 2024-38 of the City Council of the City of Bastrop, Texas, approving the zoning change for 2 +/- acres out of Building Block 110 east of Water Street, located east of SH 95, within the City of Bastrop from P5 Core to P3 Residential, as shown in Attachment A of the ordinance; 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: Kennedy Higgins – Senior Planner, Development Services

8D. Consider and act on the second reading of Ordinance No. 2024-40 to adopt the 2025 Schedule of Uniform Submittal Dates for Plats in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Attachment 1; 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: Kennedy Higgins – Senior Planner, Development Services

8E. Consider and act on Resolution No. R-2024-155, Accepting a donation from the Frontier Bank of Texas in the amount of \$3,000.00 (Three Thousand Dollars) for the upcoming Merry on Main Event being held in Downtown Bastrop, TX, on Saturday December 14, 2024.

Submitted by: Michaela Joyce, Main Street Manager

8F. Consider and act on Resolution No. R-2024-156, Accepting a donation from the Roscoe Bank in the amount of \$1,500.00 (One Thousand Five Hundred Dollars) for the upcoming Merry on Main Event being held in Downtown Bastrop, TX, on Saturday December 14, 2024.

Submitted by: Michaela Joyce, Main Street Manager

8G. Consider and act on Ordinance 2024-42 approving the "Covered Applications and Prohibited Technology Policy" as required by Senate Bill 1893.

Submitted by: Tanya Cantrell, Director of Human Resources & Jaime Saldivar, Information Technology Director

8H. Consider and act on the second reading Ordinance No. 2024-37, Amending Chapter 1 "General Provisions", Article 1.02 "Administration", Section 1.02.003 "Official Newspaper; Posting of Notices in lieu of Newspaper Publication" to Declare the ELGIN COURIER as the Official Newspaper for Required Newspaper Publications by the City; Providing for Findings of Fact; Providing for Repealer; Providing for Severability; Providing for Proper Notice and Meeting; And Establishing an Effective Date.

Submitted by: Victoria Psencik, Assistant City Secretary

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider and act on first reading of Ordinance No. 2024-41, Canvass Special Election (ENGLISH AND SPANISH VERSIONS)

Submitted by: Victoria Psencik, Assistant City Secretary

9B. Consider and act on Resolution No. R-2024-161, Appointing Jeffrey Estes to Place 5 of the Planning and Zoning Commission for a Three-Year Term beginning November 2024 and Ending in September 2027; Receiving Confirmation by the City Council of the Appointment; And Providing for an Effective Date.

Submitted by: Mayor Lyle Nelson

9C. Consider action to approve Resolution No. R-2024-162 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2024 Board of Directors; establishing a repealing clause; and establishing an effective date.

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

9D. Consider and act on the second reading of Ordinance No. 2024-35, amending Appendix A - Fee Schedule, Section A1.12 – Libraries; establishing a repealing clause; providing severability; and providing an effective date.

Submitted by: Bonnie Pierson, Library Director

9E. Consider and act to approve:

A. Resolution No. R-2024-132 of the City Council of the City of Bastrop, Texas approving a loan from the General Fund for the purchase of the columbarium units for the Fairview Cemetery Section 9 Expansion Project, at a cost of \$174,471.20 (one hundred seventy-four thousand, four hundred seventy-one and 20/100 cents); as attached in Exhibit A;

B. Resolution No. R-2024-163 of the City Council of the City of Bastrop, Texas, ratifying the expenditure of \$86,325.60 to sole source provider, Architarium, LLC, as attached in Exhibit B (Manufacturing Agreement).

and authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Elizabeth Wick, CFM, Project Manager

- [9F.](#) Consider and act on Resolution No. R-2024-157, Awarding a contract, attached as Exhibit A, for the Bastrop Power & Light 4th Feeder Design to McCord Engineering, Inc. in the amount not to exceed Sixty-Three Thousand and 00/100 Dollars (\$63,000.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

- [9G.](#) **TABLED 10/22/2024:** Consider and act on Ordinance No. 2024-36, Amending 2024 Fiscal Year Budget Following Existing Statutory Requirements; Detailing Appropriations Contained Herein as *Exhibit A*; Repealing all Prior Ordinances and Actions in Conflict Herewith; Establishing an Effective Date and Publication.

Submitted by: Laura Allen, Assistant Finance Director

- [9H.](#) Consider and act on Resolution No. R-2024-158, Approving the 2024 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

Submitted by: Laura Allen, Assistant Finance Director

- [9I.](#) **POSTPONED 9/10/2024:** Take no action on Resolution No. R-2024-114, A disannexation of land from the city's 1-mile extraterritorial jurisdiction, for 2.00 acres of property known as Nancy Blakey Abstract No. A98, located at 1285 West State Highway 71, Unit A, Bastrop, Texas in Bastrop County, Texas; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

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

- [9J.](#) Consider and act on Resolution No. R-2024-159, Authorizing the City Manager to enter into an agreement with the City of Bastrop Water/Wastewater Department to utilize a portion of the City of Bastrop's American Rescue Plan funds; providing for findings of fact, repealer; effective date, proper notice and meeting.

Submitted by: Laura Allen, Assistant Finance Director

- [9K.](#) Consider and act on approve Resolution No. R-2024-160, Reassigning the rehabilitation of Wastewater Treatment Plants #1 and #2 as an American Rescue Plan Act (ARPA) program from the Transfer Lift Station and Force Main wastewater system improvement; providing for a repealing clause; and establishing an effective date.

Submitted by: Laura Allen, Assistant Finance Director

- [9L.](#) Consider and act on Ordinance No. 2024-43, amending the FY 25 Operating Budget to fund the replacement of the Bob Bryant Park Playscape, Shade Structure Cloth, New Playground Surfacing and Swings Feature in the amount of \$100,000 from the General Fund Operating Fund Balance.

Submitted by: Edi McIlwain, Finance Director & Terry Moore, Parks & Recreation Director

- 9M. Consider and act on Resolution No. R-2024-164 allowing the Mayor to promote and advocate for the City of Bastrop with Legislative and Administrative bodies leading up to and during the 89th Legislative Session, rescinding Section 1, Item 7 from Resolution No. R-2024-049 adopted April 29, 2024

Submitted by: Mayor Lyle Nelson and Councilmember Cheryl Lee

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.072 to seek the advice of legal counsel and to deliberate regarding the proposed real estate acquisition of a waterline easement across property located at 243 State Highway 304, related to the Westside Collection System Project.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.072 to seek the advice of legal counsel and to deliberate regarding the proposed real estate acquisition of an easement located in the future Agnes Street location.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.074 to seek the advice of legal counsel and to discuss the annual evaluation of the City Manager, Sylvia Carrillo-Trevino.
- 10D. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.087 to seek the advice of legal counsel and to deliberate regarding a proposed economic incentive to Burleson Crossing East, located at Burleson Road and Hwy 71.
- 10E. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072 to seek the advice of legal counsel regarding acquisitions of real estate related to the West Side Collection System Project and pending litigation in the following eminent domain proceeding pending in the Bastrop County Court at Law No. 1: Cause No. 21-20690, *City of Bastrop v. Reid Sharp and Cindy Sharp*.
- 10F. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.087 to seek the advice of legal counsel and to deliberate regarding a proposed qualified hotel and convention center project located near Hwy 71 and FM 969.

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

12. ADJOURNMENT

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

The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations),

551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).

Notice is hereby given of the possibility of a quorum of any of the City of Bastrop Boards and Commissions at this City Council Meeting.

NO Board/Commission action will be taken; NO deliberations will be held; and NO Board/Commission business will be conducted.

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: November 7, 2024 at 9:30 p.m. and remained posted for at least two hours after said meeting was convened.

Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:
Mayor's Report

AGENDA ITEM SUBMITTED BY:
Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

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

POLICY EXPLANATION:

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

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



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Proclamations:

4C: November 11, 2024 – Joint Resolution honoring Veteran’s Day

4D: November 16, 2024 – Hannibal Lokumbe Day

AGENDA ITEM SUBMITTED BY: Sylvia Carrillo-Trevino, ICMA-CM, CPM- City Manager

ATTACHMENTS:

1. Proclamations

**Joint Resolution Of the
County of Bastrop and City of Bastrop**

Veterans Day, November 11, 2024

Whereas, the Bastrop City Council and the Bastrop County Commissioners Court come together on Veterans Day to pay tribute to the men and women who serve our great nation with distinction in the United States Armed Forces, both in peace time and in war; and

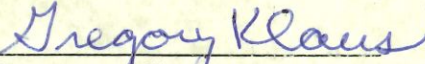
Whereas, on Veterans Day Americans across this land thank our Veterans for their service in the Army, Navy, Air Force, Marines, and Coast Guard, whether Active Duty, Reserve, or National Guard; and

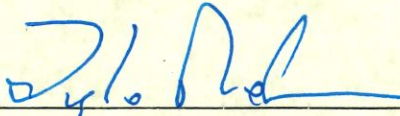
Whereas, on Veterans Day our community expresses our continuing sense of gratitude to the men and women who give so much in the defense of the freedoms we all enjoy; and

Whereas, at this time of special recognition, local Veterans organizations along with the Bastrop Area Cruisers' pay tribute to our Veterans by hosting the Veterans Day Classic Car Show, and the Red, White, and Blue Veterans of Bastrop County organization hosts a banquet to honor our Veterans.

Now, therefore, be it resolved that the Bastrop County Commissioners Court and the Bastrop City Council hereby join together to honor all Bastrop County Veterans and encourage our citizens to join in the celebrations of

VETERANS DAY, 2024


Gregory Klaus
Bastrop County Judge


Lyle Nelson
City of Bastrop Mayor

Proclamation



WHEREAS, Hannibal Lokumbe, a native of Bastrop County, Texas, has journeyed from the experiences of segregated Bastrop County, enduring and transcending profound adversity to illuminate lives across the globe; and,

WHEREAS, through his musical compositions and spiritual soundscapes, Hannibal Lokumbe has created a lasting legacy of healing and transformation, using the powerful language of music as a vessel to communicate love, unity, and resilience; and

WHEREAS, Hannibal's works, including but not limited to, The Jonah People, One Land, One River, One People, African Portraits, Dear Mrs. Parks, A Man Named Evers, and In the Spirit of Being, reflect his dedication to channeling his life's experiences and spiritual consciousness into music that resonates deeply with the souls of listeners; and

WHEREAS, for over 60 years, Hannibal has shared his tenacity, heart, and unyielding spirit, crafting a life of purpose that enriches others, exemplifying a profound commitment to artistic expression, philosophical insight, and spiritual awareness; and

WHEREAS, Hannibal Lokumbe's philosophy that "the highest law is life, the highest life is knowledge, and the highest knowledge is love" guides his work, inspiring all who encounter his music to seek understanding, compassion, and unity; and

WHEREAS, his artistry has not only been a gift to the world but also serves as a beacon of hope, a source of healing, and an affirmation of the shared humanity that binds us, ensuring that his legacy will endure long after his earthly journey ends; and

NOW, THEREFORE, I, Sylvia Carrillo-Trevino, City Manager of the City of Bastrop, Texas, do hereby proclaim November 16, 2024 as:

HANNIBAL LOKUMBE DAY

in the City of Bastrop and invite all citizens to join in celebrating his life, his music, and his message of resilience, healing, and love.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 12th day of November, 2024.

CITY OF BASTROP, TEXAS

Sylvia Carrillo-Trevino, City Manager

ATTEST:

Victoria Psencik, Assistant City Secretary

11675 Jollyville Rd
Suite 300
Austin, Texas 78759



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TexasMunicipalLawyers.com

Confidential / Privileged Attorney Work Product / Attorney-Client Communication

MEMORANDUM

TO: Mayor Nelson & Members of the City Council, City of Bastrop
FROM: Alan Bojorquez, City Attorney
DATE: October 31, 2024
RE: **Bastrop: Council Data Request Policy**

SUMMARY

The Mayor and City Council members have an inherent right of access to City data. Though the City Secretary's office is in practice the custodian of the City's records, the data is the property of the City and ultimate responsibility for the data remains with the City Council (as the City's governing body). A City may not prohibit a Council member from accessing the City's data when the request is made in the Council member's official capacity and for the performance of the Council member's official duties. However, the City Council may establish reasonable rules and procedures for access of data by City Council members.

Attached to this memo is an *updated draft* of a Council Data Request Policy for the City Council to consider if it wishes to establish such rules and procedures. Rules can be helpful in clarifying how data can be accessed, a timeline for providing data, and in what format the data will be conveyed. Rules establishing procedures for processing requests can help balance requirements of *confidentiality* and *security* with the competing need for Council members to perform their official duties.

ANALYSIS

Under the Texas Public Information Act (the "Act"), a member of the public's request for City records is subject to the procedures prescribed by the Act. In certain circumstances, the City may have the discretion, or may be required by law, to withhold certain information from a requesting citizen. However, because a City Council member is part of the City's governing body, when they are acting within the scope of their official duties as a Council member—and not as a private citizen—then the Council member's request for data is not typically treated as falling under the same procedures and statutory requirements as when a private citizen is requesting City information under the Act.

Members of the City Council, as the City’s governing body, have an inherent right to access the data when:

- 1) the Council member requests the data in the Council member’s official capacity;
- 2) the Council member requests the data for the performance of the Council member's official duties; and
- 3) there is not a statute prohibiting disclosure of data to the Council member.¹

Although a City may not prohibit a Council member from accessing City data for the performance of official duties, a City is permitted to have reasonable rules and procedures in place to govern how requests for City data from a Council member are processed.² For example, in *Hall v. McRaven*, a regent on the Board of Regents for the University of Texas claimed to have the right to access unredacted, confidential student records. Although the Court’s legal ruling in the case was limited to a narrow immunity issue, the opinion suggested that the Court is supportive of an official’s right of access for official duties.³ But the Court’s decision also acknowledged limitations in certain circumstances, such as where the governing body has established reasonable rules on access or where other laws may apply (such as federal student data confidentiality laws, in that instance).

The Court in *Hall v. McRaven* stated that there may be “concrete limits” on a governing body member’s rights of access when those limits are instituted by policies put in place by the governing body itself.⁴ In making its decision, the Court relied in part on a Texas Attorney General opinion which stated, “[r]ules adopted by a university system’s board of regents in the exercise of the board’s delegated authority have the force and effect of law,” noting that courts will generally not interfere with internal rules of a board of regents of a university in the absence of a clear showing of arbitrary action or abuse of discretion.⁵ In other words, though a governing body may not prohibit one of its members from asserting a right to access data if the request is within the scope of the member’s duties, the governing body may have reasonable procedural policies in place for accessing that information, as long as the procedure is not an arbitrary action or abuse of discretion.

Adopting a Council Data Request Policy can help balance requirements of confidentiality and security with the competing need for Council members to perform their official duties. A Council member receiving requested information in their official capacity must be cautious in maintaining the documents in the same way they are maintained by the governmental body as a

¹ See Tex. Att’y Gen. Op. Nos. JM-119 (1983), LO-93-69 (1993), JC-0120 (1999), JC-0283 (2000), GA-0138 (2004), GA-0334 (2005), KP-0021 (2015), and KP-0186 (2018).

² See *Hall v. McRaven*, 508 S.W.3d 232 (Tex. 2017).

³ The legal issue presented on appeal in *Hall v. McRaven* was limited to the question of whether sovereign immunity was waived under an ultra vires theory that Chancellor McRaven went beyond his official authority in refusing to provide unredacted records to a regent. The Court held he had not exceeded his authority under the Board of Regent’s rules; thus, the case required dismissal. *Id.* at 234.

⁴ *Id.* at 240.

⁵ See Tex. Att’y Gen. Op. No. KP-0021 (2015) (citing *Foley v. Benedict*, 55 S.W.2d 805, 808-809 (Tex. 1932) (orig. proceeding)).

whole, including ensuring confidential information remains confidential. The Act imposes criminal provisions for the release of confidential information.⁶

CONCLUSION

Council members have an inherent right to access City data in the performance of their official duties. Establishing reasonable rules and procedures can balance the Council members' right of access with caution in how data is maintained, shared, and reviewed internally at the City in order to comply with confidentiality, security, and other interests of the City as the custodian of public records. The proposed *draft* Council Data Request Policy is one approach to do so, if the City Council wishes to provide a procedural framework for coping with these requests.

⁶ Tex. Gov't Code § 552.352. Disclosing confidential information may constitute official misconduct, and may constitute a misdemeanor punishable by either a fine up to \$1,000, confinement in jail for up to six months, or both.

COUNCIL DATA REQUEST POLICY

FOR INTERNAL USE ONLY

1. Introduction.

This Council Data Request (CDR) Policy is to provide guidance for the Bastrop City Council and City Staff for gathering and distributing information to the Mayor and Council Members in their performance of official public duties regarding City-related business.

2. Definitions.

- (a) **Administration.** This term includes the City Manager and those City employees designated by the City Manager to assist with compliance with this policy, including the City Secretary.
- (b) **City Council.** This term includes the Mayor and Members of the Bastrop City Council.
- (c) **City Data.** This term includes information belonging to the City, in the possession of the City, or to which the City has a right to access that relates to the transaction of City-related business. This term includes Local Government Records, as defined by Texas Local Government Code § 201.003, which generally includes all data, regardless of its form, created by or received by the City, its officers, or employees in the transaction of public business.

3. Access to Data.

- (a) **Right of Access.** Every Council Member has the right to inspect and copy City Data.
- (b) **Confidential Data.** A Council Member's right to access City Data includes information that may be Confidential. **For purposes of this Policy Confidential** shall be defined in accordance with the Texas Public Information Act, Texas Government Code Chapter 552, as it has been interpreted by Texas courts and the Office of the Texas Attorney General.
- (c) **Council Notification.** All Council Members will be notified that the requested information is available and asked if they would like to receive copies.

4. Responsible Authority.

The City Manager is responsible for compliance with this Policy. The City Manager may designate City employees (such as the City Secretary) to assist in complying with a CDR.

5. Request Process.

- (a) **Council Data Requests.** Must be submitted to the **City Secretary** in writing.
- (b) **Processing.** Requests will be received and processed only during normal business hours.
- (c) **Response Time.** Administration will provide data promptly, which is as soon as possible under the circumstances. If providing the data will take more than five (5) working days, Administration will notify the requesting Council Member that an additional five (5) working days is needed. If Administration anticipates that providing the data will require a substantial amount of time, the Administration will notify the requesting Council Member of an estimated time that the information will be available. Time limits will be reasonable and not for the purpose of delay.

6. Restricted Access.

- (a) If the City Manager has concerns regarding providing the requested data to the requesting Council Member, the City Manager will inform the Council Member in writing as soon as possible.
- (b) A reasonable basis warranting a delay by the City Manager includes concerns regarding pending or reasonably anticipated legal disputes, financial dealings, sensitive health information, real estate transactions, facility security, or matters of personal privacy.
- (c) If disagreement occurs between the requesting Council Member and the City Manager about the appropriateness of releasing the data, the item will be placed on the next available agenda for City Council deliberation with the City Attorney.

7. Data Safeguards.

- (a) The City Manager will inform Council Members if they are receiving data that is Confidential and clearly label or otherwise identify Confidential documents or data.
- (b) Council Members receiving data that is Confidential will store the information in files or databases that are not readily accessible to individuals who do not have authorized access, and which will be secured during hours when the offices are closed.
- (c) Confidential data must be kept only in City offices, except when necessary for the proper conducting of City business.
- (d) The City Manager may redact Confidential information from documents in providing a response to a Council Member's request if redaction is appropriate to safeguard the Confidential information and does not interfere with the use of the responsive documents for a Council Member's official duties. The City Manager will disclose the general nature of the redacted information and basis for the redaction when providing a redacted response. (For example, it may be appropriate to redact social security numbers, dates of birth, or protected health information where such information is deemed confidential under law, from a document that is responsive to the request, when the redacted information is not needed for the purpose of the requesting Council Member's official duties.) If disagreement occurs between the requesting Council Member and the City Manager about the appropriateness of redacting certain information, the item will be placed on an agenda for City Council deliberation with the City Attorney.



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

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

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE: City Manager Report

BACKGROUND:

1. Update on Visit Bastrop Contract
The Visit Bastrop Contract has not been signed as of 11/12/2024. The Board vote to hire an Interim CEO, Mike Pistana, who will handle the day to day operations, and assist in the hire of a permanent CEO. Final details of the contract are still in discussion at the board level.
2. Quarterly Financials re: Museum and Visitor Center Hotel Occupancy Funds
The Museum and Visitor Center information is attached.
3. Memo: Procedure for ETJ Release
A revised procedure for ETJ release will be discussed later in the agenda. A memo outlining the proposal is attached for review prior to the item being presented.
4. Memo: Update on Blakey Street Funding
A proposal for Blakey Street funding included MIT/MOD funds in the amount of \$2.3M. The timing of MIT/MOD does not align with the proposed completion of Blakey and the wastewater line to be installed along 969. Staff has proposed alternate funding sources and allows the MIT/MOD funding to be moved to Vista Puente, an arterial that will provide relief from the residential segment, moving traffic from 969, to the Hwy 71 frontage road. A future agenda item will follow at the December 12th meeting.

AGENDA ITEM SUBMITTED BY: Sylvia Carrillo-Trevino, ICMA-CM, CPM- City Manager

ATTACHMENTS:

1. Quarterly Financials for Museum and Visitor Center
2. Memo: Procedure for ETJ Release
3. Memo: Update on Blakey Street Funding

Museum
and
Visitor Center
Report

Bastrop Old Town Visitor Center
Profit & Loss Budget vs. Actual (HOT Funds Only)
October 2023 through September 2024

	Oct '23 - Sep 24	Budget
Ordinary Income/Expense		
Income		
Hotel/Motel Tax	187,434.00	187,434.00
Total Income	187,434.00	187,434.00
Expense		
Accounting	2,084.90	2,500.00
Banking	19.80	
Building Operations		
Telephone	1,045.44	1,750.00
Building maintenance	9,206.52	8,768.00
Janitorial Service	6,340.00	13,000.00
Janitorial Supplies	795.96	2,500.00
Utilities	6,645.75	7,500.00
Total Building Operations	24,033.67	33,518.00
Computer Expenses		
Computer equipment & Software	4,791.28	3,500.00
Computer Maintenance & Repair	1,081.98	1,500.00
Total Computer Expenses	5,873.26	5,000.00
Event Expense	1,839.29	4,974.00
Insurance	6,329.39	5,500.00
Marketing & Promotion	5,618.30	5,500.00
Office Supplies	2,121.52	3,000.00
Payroll Expenses		
BCHS Payroll Reimbursement	-40,437.00	
Medical Stipend	6,000.00	
Payroll Taxes	12,498.43	
Salaries & Wages	144,496.14	
Payroll Expenses - Other	379.49	123,842.00
Total Payroll Expenses	122,937.06	123,842.00
Postage	435.03	200.00
Printing	1,682.48	1,000.00
Professional Development	580.54	600.00
Special Events Expenses		
Housekeeping/Janitorial Service	445.00	1,500.00
Total Special Events Expenses	445.00	1,500.00
Volunteer Appreciation	146.23	300.00
Total Expense	174,146.47	187,434.00
Net Ordinary Income	13,287.53	0.00
Net Income	13,287.53	0.00

BASTROP COUNTY HISTORICAL SOCIETY, INC.
Profit & Loss Budget vs. Actual (HOT FUNDS ONLY)
October 2023 through September 2024

	Oct '23 - Sep 24	Budget
Ordinary Income/Expense		
Income		
HOTEL MOTEL TAX	101,673.00	101,673.00
Total Income	101,673.00	101,673.00
Expense		
ARCHIVAL SUPPLIES/SUPPORT		
EQUIPMENT	1,100.25	2,000.00
SUPPLIES	3,237.08	3,450.00
ARCHIVAL SUPPLIES/SUPPORT - Other	1,333.81	
Total ARCHIVAL SUPPLIES/SUPPORT	5,671.14	5,450.00
Bank Charge	14.85	
BCHS Ops Payroll Expenses		
BCHS HOT Reimbursement		
BCHS HOT PAYROLL	8,153.04	69,728.00
BCHS HOT Reimbursement - Other	62,175.00	
Total BCHS HOT Reimbursement	70,328.04	69,728.00
Total BCHS Ops Payroll Expenses	70,328.04	69,728.00
CONTIN. VISITOR COMM.	2,849.80	2,490.00
EXHIBITS - TEMPORARY	1,777.26	1,400.00
MAINTENANCE		
PERMANENT EXHIBIT	4,702.18	3,300.00
Total MAINTENANCE	4,702.18	3,300.00
POSTAGE	266.00	350.00
Public Education Programs	469.29	601.00
RENDEZVOUS		
Bartender	360.00	
Catering	3,300.00	
Music	700.00	
Venue Rental	3,300.00	
RENDEZVOUS - Other	816.22	6,000.00
Total RENDEZVOUS	8,476.22	6,000.00
TOUR		
ADVERTISING	3,171.68	2,000.00
Hospitality	156.12	451.00
Payroll & Taxes	0.00	8,153.00
Postage	198.00	250.00
PRINTING	1,101.98	1,000.00
Total TOUR	4,627.78	11,854.00
WEBSITE	188.35	500.00
Total Expense	99,370.91	101,673.00
Net Ordinary Income	2,302.09	0.00
Net Income	2,302.09	0.00

BASTROP CITY COUNCIL
Q4 – 2024
HOT FUNDS
PRESENTATION



VISITOR DEMOGRAPHICS



Texas
Q4- 2417
Year – 13,230



Out of State
Q4-173
Year – 1,522



International
Q4-36
Year - 348

Year – Overnight guests – 3,259

TOTAL VISITATION

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Q-1 Oct-Dec	2392	3422	3808	1468 (25% overnight)	3093 (12% overnight)	4452 (14%over night)	4314 (13% overnight)
Q-2 Jan-Mar	1864	3179	2376	1397 (27% overnight)	2321 (19% overnight)	3112 (24% overnight)	3772 (17% overnight)
Q-3 Apr-June	2851	4289	388	2526 (17% overnight)	3636 (34% overnight)	3610 (95% overnight)	3659 (22% overnight)
Q-4 Jul-Sept	3074	3687	1503	2218 (60% overnight)	2575 (38% overnight)	3002 (42% overnight)	2736 (22% overnight)
	10,434	14,577	8,075	7,609	11,625	14,176	15,224

SOCIAL MEDIA RESULTS

Facebook:

- Followers: 3,100
- Posts: 500
- Reach: 166,000
- Reaction: 13,000
- Audience: mostly women 60+

Website:

- Page views: 25,496
- Sessions: 11,147
- New visitors: 23,786
- Returning visitors: 1,710

Instagram:

- Followers: 476
- Post: 158
- Reach: 7,500
- Audience: mostly women 35-44 years old

VOLUNTEERS AND THEIR HOURS

- Museum – docents and researchers:
1,104.75 hours



- Visitor Center: 1,475.5 hours



VISITOR CENTER HIGHLIGHTS NEW WELCOME DESK!



VISITOR CENTER HIGHLIGHT COWBOY DAY



VISITOR CENTER HIGHLIGHTS

FIRE ENGINE LEAVES THE BUILDING

Item 6A.



MUSEUM HIGHLIGHTS VISITORS FROM HOLLAND

The Museum was on the front page of the Dutch newspaper and the family came!



MUSEUM HIGHLIGHTS NEW CARPET AND FLOORING



MUSEUM AWARDS



We were in the top three, and lost to the Bob Bullock museum!



John L. Nau Award for Excellence in Museums



To: Honorable Mayor and Members of the City Council
From: Vivianna Nicole Andres, Assistant to the City Manager
Date: November 4, 2024
Subject: Modifications to the process for ETJ Petitions submitted to the City



Honorable Mayor and Members of the City Council,

On Friday, September 13, 2024, Staff attended a Government Seminar hosted by Denton Navarro Rodriguez Bernal Santee & Zech, P.C. in Schertz, Texas. One of the presentation topics was on SB 2038 – regarding ETJ releases, processes, and procedures. During this lecture, information was presented on an alternative method, which many cities follow, for handling Petitions for release from the ETJ submitted to the City.

The process presented (*listed in the revised ETJ Petition for Release process below*) allows for Cities to meet the requirements of SB 2038 for verifying the petition, but instead of taking any action at the dais, recommends that the City “remain silent” and allow for the parcel to be released by operation of law (TLGC Section 42.105(d)).

It was explained at the seminar that the reason for this approach is to keep the Council off the record from taking any action (*approval or denial of a resolution or ordinance*) until AFTER the Supreme Court case, which the Supreme Court of Texas is hearing, has concluded. The rationale is that if the legislation is found to be unconstitutional, there will be no record of action where the Council agreed to release a parcel from the ETJ. Conversely, if the legislation is found to be constitutional, there will be no record of action where the Council agreed to deny the release of a parcel from the ETJ. Additionally, implementing this revised approach should also help preclude the City from the possibility of any unnecessary litigation in the future.

After learning about this alternative process, it was presented to CM Carrillo for implementation. CM Carrillo requested that Staff first confer with the City Attorney’s office to obtain their feedback before implementing any changes to the process.

Following her direction, I coordinated with the City Attorney’s office to seek their feedback regarding the revised approach. I was informed that this revised approach is a legally valid option and is a process also being utilized by several other cities, such as Buda and Palestine. After receiving this information from legal, I presented it to CM Carrillo and was permitted to pursue the implementation of a revised ETJ Petition Release process.

The revised ETJ Petition for Release process is as follows:

- 1. The City Secretary’s Office will receive the petition for release from the ETJ from the petitioner.
- 2. City Staff will verify that the petition contains all of the documentation required per TLGC Section 42.104:

A. PETITION REQUIREMENTS –

- i. A petition requesting release under this subchapter must be signed by:
 - 1. more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or
 - 2. a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.
- ii. A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date

the first signature for the petition is obtained.

iii. A signature collected under this section must be in writing.

iv. The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

1. metes and bounds; or

2. lot and block number, if there is a recorded map or plat.

3. After verifying the petition documentation submitted, the City Secretary's Office will send a letter to the petitioner stating either the petition was found to be valid, or that it was found to be invalid.
 - A. If the petition is invalid, the letter sent to the petitioner will list the areas of deficiency so that the petitioner may remedy them.
4. After the petition verification process is completed, the City/Council will remain silent and make no record of action, which will allow the parcel to be released by operation on law per TLGC Section 42.105:
 - A. *(d) If a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.*

Therefore, on November 12, 2024, Agenda, I intend to re-present the Cassel ETJ petition, which was postponed for action on September 10, 2024, with a recommendation that the Council take no action on the previously presented resolution. The parcel's owner has already been sent a letter stating that their petition was valid, thereby meeting the requirements of SB 2038.

If Council has any questions regarding this change in the process for petitions submitted to the City under SB 2038, please do not hesitate to contact me at 512-718-9835 or email me at vandres@cityofbastrop.org to discuss this matter further.

Thank you,

Vivianna Nicole Andres

Vivianna Nicole Andres, Assistant to the City Manager



TO: Sylvia Carrillo, City Manager
From: Edi McIlwain, CFO
Date: November 7, 2024
Subject: Funding Alternative for Blakey Lane

We are currently waiting on funding from a CDBG Grant through the General Land Office for Blakey Lane. The total grant amount is \$2,358,000. The total project cost is currently at approximately \$9,300,000 with a \$1,800,000 contingency. It is anticipated that we will have to wait 6-12 more months for this grant to be approved and another 18 months for condemnation of property to begin work. We are losing money on property tax and sales tax the longer we wait on for this project to be complete.

We have \$6,000,000 from the CO Bond Series 2023 that has been sitting since December 2022 waiting for grants to be approved for Riverbank Stabilization and Gills Branch Drainage, both of which have not scored high enough to be funded previously. Because these projects could be another year or more before they are approved, I propose that we put this money to use for the construction of Blakey Lane. There is also \$3,000,000 remaining from this same CO Bond Series 2023 for Street Rehab projects of which all or a portion could be allocated towards this project.

Based on the average square feet of the stores that have expressed interest in locating in this space, we anticipate collecting approximately \$1,000,000 in transportation impact fees and sales tax of over \$500,000 per year that would cover a short term loan for the remainder of the project if necessary.

TO: City Council
From: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Date: November 7, 2024
Subject: City Secretary Position



Irma Parker completed her contract with the City of Bastrop on October 25, 2024.

To date, the City has held 6 interviews for the position. There is an additional interview scheduled for the second week of November.

Because the position has not been filled, Irma Parker has transitioned from contract to a part-time staff member to continue the duties of the position until such time as it can be filled.

Ms. Parker had a longstanding out of the country vacation planned, and will not be attending the November 12, 2024 meeting.



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act to approve the Bastrop City Council meeting minutes from the Tuesday, October 22, 2024 Regular Meeting

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

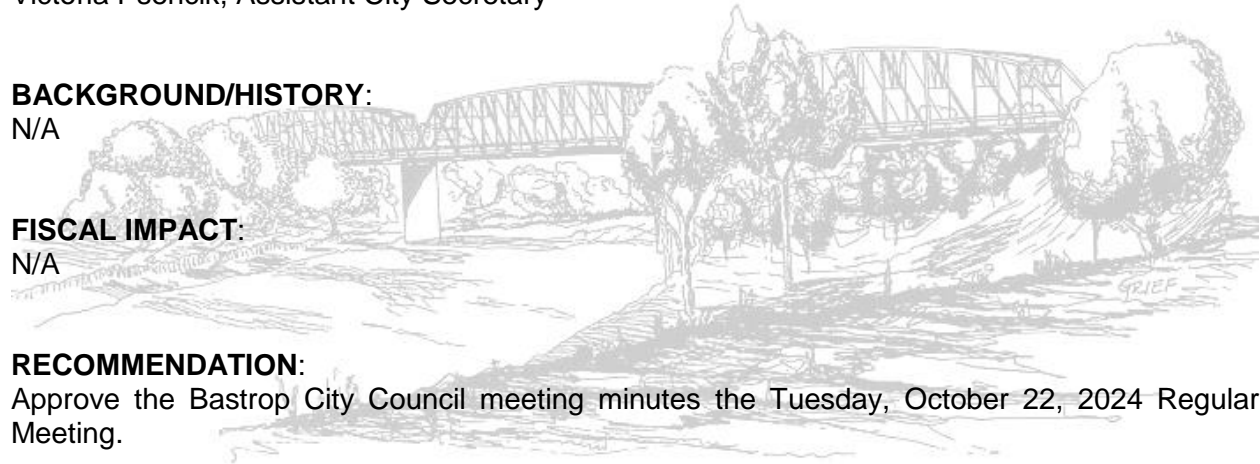
N/A

RECOMMENDATION:

Approve the Bastrop City Council meeting minutes the Tuesday, October 22, 2024 Regular Meeting.

ATTACHMENTS:

- DRAFT Tuesday, October 22, 2024 Regular Meeting



CITY OF BASTROP
REGULAR CITY COUNCIL MEETING MINUTES
OCTOBER 22, 2024

The Bastrop City Council met in a Regular Meeting on Tuesday, October 22, 2024, at 5:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Lyle Nelson
 Mayor Pro-Tempore Kirkland
 Council Member Meyer
 Council Member Lee
 Council Member Fossler
 Council Member Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
 Assistant City Manager Andres Rosales
 City Attorney Alan Bojorquez
 City Secretary Irma G. Parker
 Chief Financial Officer Edi McIlwain
 Assistant to City Manager Vivianna Andres
 Main Street Manager Michaela Joyce
 Public Works Director John Eddleton

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Michael Barrios and Layton Hanna from the Colony Oaks Elementary Safety Patrol led the Pledge of Allegiance to both the U.S. flag and the Texas flag.

3. INVOCATION

Dr. Arthur Banks, Bastrop Police Chaplain, gave this evening's Invocation.

4. PRESENTATIONS

4A. **Mayor's Report**

4B. **Council Members' Report**

4C. **PUBLIC SERVICE ANNOUNCEMENT: Youth Advisory Board – Bullying Prevention Month**

Presented by: Ashlyn Wetzel, Family Crisis Center and Arwyn Ayala, Family Crisis Center Youth Advisory Board

No action taken on Item 4C.

4D. **PROCLAMATION: Arbor Day – November 1, 2024**

The proclamation was read by City Secretary Irma Parker and signed by City Manager Sylvia Carrillo-Trevino.

No action was taken on Item 4D.

5. WORK SESSIONS / BRIEFINGS

5A. 5:30 – 6:00 PM – Presentation by NewGen Strategies & Solutions regarding the City of Bastrop’s Water and Wastewater Impact Fee Rate Study.

Submitted by: Edi McIlwain, Chief Financial Officer

Presented by: Richard Campbell, NewGen Strategies & Solutions

Citizen Comment submitted for Item 5A:

- Tom Leibowitz, spoke

No action was taken on Item 5A.

4. PRESENTATIONS continued

4E. PROCLAMATION: Debbie Denny Day – October 22, 2024

The proclamation was read by City Secretary Irma Parker and signed by City Manager Sylvia Carrillo-Trevino.

5. WORK SESSIONS / BRIEFINGS continued

5B. 6:00 – 6:45 PM – Presentation update for Chapters 2 and 5 of the 2016 Comprehensive Plan developed by Halff & Associates.

Submitted by: Kennedy Higgins, Senior Planner, Development Services Department

Presented by: Whitney Linder and Ylda Capriccioso, Halff & Associates

No action was taken on 5B.

6. CITIZEN COMMENT(S)

Bastrop citizen addressing the City Council on an item, not on the agenda: Sarah Mellett (not present); Larry White.

7. CONSENT AGENDA

7A. Consider and act to approve the following Bastrop City Council meeting minutes:

1. Tuesday, September 17, 2024 Regular Meeting; and
2. Tuesday, October 1, 2024 Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

7B. Consider and act on Resolution No. R-2024-131, Approving the closure of Chestnut Street for the Lost Pines Christmas parade; providing for a repealing clause; and providing for an effective date.

Submitted By: Kathy Danielson, Community Engagement Director

- 7D. **Consider and action on Resolution No. R-2024-151; Awarding a community support service agreement for services associated with operating, marketing, and providing cultural art, to the Lost Pines Art Center, at a cost of One Hundred Sixty-Seven Thousand and Nine Hundred and Fifty and 00/100 dollars (\$167,950.00). attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.**

Submitted By: Kathy Danielson, Community Engagement Director

- 7E. **Consider and act on Resolution No. R-2024-152; Awarding a community support service agreement for operating, marketing, and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of Three Hundred and Sixty-Two Thousand Seven Hundred Thirty-two and 00/100 dollars (\$362,732.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.**

Submitted By: Kathy Danielson, Community Engagement Director

- 7F. **Consider and act on second reading of Ordinance No. 2024-34, Regarding the City of Bastrop's Texas Municipal Retirement System (TMRS) Benefits, Authorizing: (1) 20-Year Retirement Eligibility; (2) Non-Retroactive Repeating COLAS for Retirees and their Beneficiaries Under TMRS Act Section 853.404(f) and (f-1); (3) Annually Accruing Updated Service Credits and Transfer Updated Service Credits; and (4) Authorizing Actuarially Determined City Contribution Rate Payment.**

Submitted By: Edi McIlwain, Chief Financial Officer

- 7G. **Consider and act on Resolution No. R-2024-135; Approving an engineering professional services contract with Dial Development Services, Ltd. (DDS) to provide construction inspection services for the Agnes St. Extension project to a Not To Exceed amount of one hundred eight thousand dollars (\$108,000.00); authorizing the City Manager to execute all necessary documents upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.**

Submitted by: Andres Rosales, Assistant to the City Manager

Mayor Nelson called for requests to remove any item from the Consent Agenda for separate discussion.

Council Member Fossler requested Item 7C be pulled from the Consent Agenda for separate discussion.

MOTION: Council Member Lee moved to approve the Consent Agenda after it was read into the record by Irma Parker, City Secretary with the exclusion of Item 7C. Council Member Plunkett seconded the motion. Motion carried unanimously.

CONSENT AGENDA ITEM 7C DISCUSSION

- 7C. **Consider and act on Resolution No. R-2024- 150; Awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop Opera House, at a cost of One Hundred Ninety-Four Thousand and 00/100 Dollars (\$194,000.00) 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.**

Submitted By: Kathy Danielson, Community Engagement Director

MOTION: Council Member Fossler moved to approve Resolution No. R-2024-150 awarding a Community Service Agreement to the Bastrop Opera House. Council Member Lee seconded the motion. Motion carried unanimously.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- 8R. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2024-38, Approving the zoning change for 2 +/- acres out of Building Block 110 east of Water Street, located east of SH 95, within the City of Bastrop from P5 Core to P3 Residential, as shown in Attachment 2; 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: Kennedy Higgins, Senior Planner, Development Services Department

Mayor Nelson opened the Public Hearing at 7:56 pm for the Zoning Change in Item 8R.

No comments were submitted.

Mayor Nelson closed the Public Hearing at 7:56 pm for the Zoning Change in Item 8R.

MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2024-38 approving zoning change for 2+/- acres out of Building Block 110 east of Water Street, located east of SH 95 from P5 Core to P3 Residential and include on the November 12, 2024 Consent Agenda for a second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

- 8S. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2024-39; Approving the zoning change for 2.20 +/- acres out of Building Block 111 east of Water Street, located east of HW 95, within the City of Bastrop from P4 Mix to P3 Residential as shown in Attachment 2; 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: Kennedy Higgins, Senior Planner, Development Services Department

Mayor Nelson opened the Public Hearing at 7:58 pm for the Zoning Change in Item 8S.

No comments were submitted.

Mayor Nelson closed the Public Hearing at 7:58 pm for the Zoning Change in Item 8S.

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2024-39 approving zoning change for 2.20+/- acres out of Building Block 111 east of Water Street, located east of SH 95 from P4 Mix to P3 Residential and include on the November 12, 2024 Consent Agenda for a second reading. Council Member Plunkett seconded the motion.

AMENDED MOTION: Council Member Meyer amended the original to move to approve the first reading of Ordinance No. 2024-39 approving zoning change for 2.20+/- acres out of Building Block 111 east of Water Street, located east of SH 95 from P4 Mix to P3 Residential, include on the November 12, 2024 Consent Agenda for a second reading, and also to update the Future Land Use map. Council Member Plunkett seconded the amended motion. Motion carried unanimously.

- 8A. **Consider and act on Resolution No. R-2024-145, Appointment to the Bastrop Economic Development Corporation in Places 2, 4, and 6 for a Two-Year Term Beginning in October 2024 and Ending in September 2026; Making an Appointment to Place 7 for a One-Year Term Beginning in October 2024 and Ending in September 2025; Receiving Confirmation by the City Council of Appointees; And Providing for an Effective Date.**

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

MOTION: Council Member Fossler moved to approve Resolution No. R-2024-145 appointing the members listed below to the Bastrop Economic Development Corporation Board. Council Member Lee seconded the motion. Motion carried unanimously.

Place 2 – Gary Blake

Place 4 – Council Member Cheryl Lee (reappointment)

Place 6 – T.J. Finn

Place 7 – Chris McCool

- 8B. **Consider and take action on Resolution No. R-2024-144, Receiving Nominations from Bastrop Mayor for Appointment to the Bridging Bastrop Board for Places 1, 2, 3 and 4; and Receiving Confirmation from the City Council of Appointees for a Three-Year Term Beginning in October 2024 and ending in September 2027; and Providing for an Effective Date.**

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

MOTION: Council Member Lee moved to approve Resolution No. R-2024-144 appointing the members listed below to the Bridging Bastrop Board. Council Member Fossler seconded the motion. Motion carried unanimously.

Place 1 – Cedric Williams
 Place 2 – Nancy Wood (reappointment)
 Place 3 – Carolyn Holt
 Place 4 – Karen Knight

- 8C. **Consider and Act on Resolution No. R-2024-139; Appointing Construction Standards Board of Adjustment and Appeals for Place 1-Plumbing Contractor, Place 4-General Contractor, for a Three-Year Term Beginning October 2024 and Ending September 2027; Appointing Place 3-Citizen At Large and Alternate 1-Business Industry for a One-Year Unexpired Term Ending on September 2025; Receiving Confirmation by the City Council of Appointees; And Providing for an Effective Date.**

Submitted by: James E Cowey, Development Director/Building Official

MOTION: Council Member Fossler moved to approve Resolution No. R-2024-139 appointing the members listed below to the Construction Standards Board. Council Member Plunkett seconded the motion. Motion carried unanimously.

Place 1 – Michael Osborn (reappointment)
 Place 3 – Jimmy Crouch
 Place 4 – Chase McDonald (reappointment)
 Alternate #1 – Derek Klenke

- 8D. **Consider and act on Resolution No. 2024-142; Appointment to the Cultural Arts Commission for Places 1 and 2 – Bastrop Independent School District Representative to a Three-Year Term Beginning October 2024 and Ending September 2027; Place 7- Bastrop Historical Society Museum & Visitor Center will remain vacant until a new director has been hired; Appointing Mayor Pro-Tempore Kirkland as Council Liaison; And Providing for an Effective Date.**

Submitted by: Michaela Joyce, Main Street Manager

MOTION: Council Member Lee moved to approve Resolution No. R-2024-142 appointing the members listed below to the Cultural Arts Commission. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

Place 1 – Lisa Holcomb (reappointment)
 Place 2 – Jerry Gee Cordova (BISD representative)

- 8E. **Consider and act on Resolution No. R-2024-147, Receiving Nominations from Bastrop Mayor for Appointment to the Cemetery Advisory Board for Place 3 and 4; Receiving Confirmation from the City Council for Appointees for a Three-Year Term Beginning in October 2024 and ending in September 2027; and Providing for an Effective Date.**

Submitted by: Edi McIlwain, Chief Financial Officer

MOTION: Council Member Plunkett moved to approve Resolution No. R-2024-147 appointing the members listed below to the Fairview Cemetery Advisory Board. Council Member Meyer seconded the motion. Motion carried unanimously.

Place 3 – Darren Kesselus (reappointment)

Place 4 – Carole Reynolds

- 8F. **Consider and act on Resolution No. R-2024-146; Appointing Members to the Ethics Commission in Places 2, 4, and 5 For Full 3-Year Terms of Office Beginning in October 2024 and Ending September 2027; Accepting Resignation of the Honorable Chris Duggan in Place 5 Whose Term Expires in 2026 and Appointing a Citizen to Fill the Unexpired Term; Receiving Confirmation by the City Council of Appointees on Said Commission; And Providing for an Effective Date.**

Submitted by: Irma Parker, City Secretary

Editor's Note: Council Member Meyer requested that each place up for appointment to the Ethics Commission be made in individual motions.

(1) MOTION: Council Member Fossler moved to approve the appointment of Carol Spencer to Place 2 of the Ethics Commission from Resolution No. R-2024-146. Council Member Lee seconded the motion. Motion failed 2 to 3 with Mayor Pro Tem Kirkland, Council Member Meyer, and Council Member Plunkett voting against.

(2) MOTION: Council Member Meyer moved to approve the appointment of Bishop Dan Williams to the Alternate position of the Ethics Commission from Resolution No. R-2024-146. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

(3) MOTION: Council Member Fossler moved to approve the appointment of Jill Lunday Helmcamp to Place 3 of the Ethics Commission from Resolution No. R-2024-146. Council Member Lee seconded the motion. Motion carried unanimously.

(4) MOTION: Council Member Fossler moved to approve the reappointment of Sumai Lokumbe to Place 4 of the Ethics Commission from Resolution No. R-2024-146. Council Member Lee seconded the motion. Motion carried unanimously.

- 8G. **Consider and act on Resolution No. R-2024-137, Appointment to the Historic Landmark Commission for a County Historical Society Representative for Place 1; Appointment of an Owner of a Commercial Historical Structure to Place 3; Change the Term Date of Planning & Zoning Commission Representative in Place to coincide with his Term of Office; Receiving Confirmation by the City Council for appointees for a three-year Term Beginning in October 2024 and ending in September 2027; Appointing Council Member Meyer as Council Liaison; and Providing an Effective Date.**

Submitted by: James E Cowey, Development Director/Building Official

MOTION: Council Member Meyer moved to approve Resolution No. R-2024-137 appointing the members listed below to the Historic Landmark Commission. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

- Place 1 – Samuel Bennett
- Place 3 – Susan Long (reappointment)

8H. **Consider and act on Resolution No. R-2024-149, Receiving Nominations from the Bastrop Housing Authority Board for Places 2, 4, and 5 for Full 2-Year Terms of Office Beginning In October 2024 And Ending September 2026; Appointing City Manager Sylvia Carrillo-Trevino as Council Liaison to Said Board; Receiving Confirmation by the City Council of Appointees on Said Commission; And Providing for an Effective Date.**

Submitted by: Irma G. Parker, City Secretary, TRMS, CMC

MOTION: Mayor Pro Tem Kirkland moved to approve Resolution No. R-2024-149 appointing the members listed below to the Bastrop Housing Authority Board. Council Member Lee seconded the motion. Motion carried unanimously.

- Place 2 – Christina Campbell (reappointment)
- Place 4 – Amy Turner
- Place 5 – Chase Anderson

8I. **Consider and act on Resolution No. R-2024-148; Appointment to the Hunters Crossing Local Government Corporation Board for Places 4 and 6 for Full 3-Year Terms of Office Beginning in October 2024 and Ending September 2027; Appointing Council Member Fossler as Council Representative for Said Board; Receiving Confirmation by the City Council of Appointees on Said Commission; And Providing for an Effective Date.**

Submitted by: Edi McIlwain, Chief Financial Officer

MOTION: Council Member Fossler moved to approve Resolution No. R-2024-148 appointing the member listed below to the Hunters Crossing Local Government Corporation Board. Council Member Lee seconded the motion. Motion carried unanimously.

- Place 6 – Lyle Nelson (reappointment)

8J. **Consider and act on Resolution No. R-2024-140; Receiving Nominations from Bastrop Mayor for Appointment to the Bastrop Public Library Board for Places 5 and 7; Receiving Confirmation by the City Council of Appointees for a Three-Year Term Beginning in October 2024 and Ending in September 2027; Re-appoint Council Member Lee as Council Liaison; And Providing for an Effective Date.**

Submitted by: Bonnie Pierson, Library Director

MOTION: Council Member Lee moved to approve Resolution No. R-2024-140 appointing the members listed below to the Bastrop Public Library Board. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

Place 5 – Rachele Caviness
Place 7 – Meagan Webb (reappointment)

8K. **Consider and act on Resolution No. 2024-143; Appointment to the Main Street Advisory Board for Places 1, 6, and 9 for Three-Year Term Beginning October 2024 and Ending September 2027; Fill the Unexpired Term of Place 2 to Expire in September 2025; Receiving Confirmation by the City Council; Appointing Council Member Plunkett as Council Liaison; And Providing for an Effective Date.**

Submitted by: Michaela Joyce, Main Street Manager

MOTION: Council Member Meyer moved to approve Resolution No. R-2024-143 appointing the members listed below to the Main Street Advisory Board. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

Place 1 – Joseph Feminella
Place 2 – Jamie Howard
Place 6 – Heather Lyons
Place 9 – Lindsay Kana

8L. **Consider and act on Resolution No. R-2024-141; Receiving Nominations from Bastrop Mayor for Appointment to the Parks & Recreation Board for Places 1, 4 – Bastrop State Park Representative and Place 7 to a Three-Year Term Beginning October 2024 and Ending September 2027; Receiving Confirmation by the City Council; And Providing for an Effective Date.**

Submitted by: Terry Moore, Parks & Recreation Director

MOTION: Council Member Fossler moved to approve Resolution No. R-2024-141 appointing the members listed below to the Parks and Recreation Board. Council Member Meyer seconded the motion. Motion carried unanimously.

Place 1 – Rick Rivera (reappointment)
Place 4 – Steven Fobert (reappointment)
Place 7 – Nathanael Gold (reappointment – State Park representative)

8M. **Consider and act on Resolution No. R2025-136; A Resolution Receiving Nominations from Bastrop Mayor for Appointment to the Planning & Zoning Commission for Places, 1, 3, 5, 7 and 10; Receiving Confirmation by the City Council of Appointees for a Three-Year Term Beginning in October 2024 and Ending in September 2027; and Providing for an Effective Date.**

Submitted by: James E Cowey, Development Director/Building Official

MOTION: Mayor Pro Tem Kirkland moved to approve Resolution No. R-2024-136 appointing the members listed below to the Planning and Zoning Commission with the exception of Craig Scot Robichaud to Place 5 due to the residency requirement not met. Council Member Fossler seconded the motion. Motion carried unanimously.

- Place 1 – Christopher Toth
- Place 3 – Keith Ahlborn (reappointment)
- Place 7 – Joshua Bingaman (reappointment)
- Place 10 (Impact Fee) – Nancy Rabensburg

8N. **Consider and act on Resolution No. R-2024-138; Appointing Members to the Zoning Board of Adjustment for Places 2, 4, and 7 for a Three-Year Term Beginning in October 2024 and Ending in September 2027; Appointing Members to an Unexpired Term through 2025 for Places 1 and 3; Receiving Confirmation From the City Council of Appointees; and Providing for an Effective Date.**

Submitted by: James E Cowey, Development Director/Building Official

MOTION: Council Member Plunkett moved to approve Resolution No. R-2024-138 appointing the member listed below to the Zoning Board of Adjustment. Council Member Fossler seconded the motion. Motion carried unanimously.

- Place 2 – David Cruz

8O. **Consider and act on Ordinance No. 2024-36, Amending the 2024 Fiscal Year Budget Following Existing Statutory Requirements; Detailing Appropriations Contained Herein as Exhibit A; Repealing all Prior Ordinances and Actions in Conflict Herewith; Establishing an effective date and Publication.**

Submitted/Presented by: Edi McIlwain, Chief Financial Officer

MOTION TO TABLE: Council Member Plunkett moved to table Item 8O, Ordinance No. 2024-36 - 2024 Fiscal Year Budget Amendment, to the next regular City Council Meeting. Council Member Fossler seconded the motion. Motion carried unanimously.

9. STAFF AND BOARD REPORTS

9C. **Presentation and update of Bridging Bastrop Board activities.**

Submitted by: Sheila Lowe, Bridging Bastrop Board Chair

Presented by: Nancy Wood, Bridging Bastrop Board Member

Editor’s Note: Nancy Wood provided the City Council Members with a handout of the Bridging Bastrop Board activities. A copy of the handout is attached hereto and made a part of these minutes as Exhibit A. **(INCLUDE AS ATTACHMENT)**

No action was taken on Item 9C.

8P. Consider and act on the first reading of Ordinance No. 2024-35, amending Appendix A - Fee Schedule, Section A1.12 – Libraries; establishing a repealing clause; providing severability; and providing an effective date.

Submitted By: Bonnie Pierson, Library Director

MOTION: Council Member Lee moved to approve the first reading of Ordinance No. 2024-35 amending Appendix A – Fee Schedule, Section A1.12 – Libraries and include on the November 12, 2024 Agenda for a second reading. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

8Q. Consider and act on Ordinance No. 2024-37, Amending Chapter 1 “General Provisions”, Article 1.02 “Administration”, Section 1.02.003 “Official Newspaper; Posting of Notices in lieu of Newspaper Publication” to Declare the ELGIN COURIER as the Official Newspaper for Required Newspaper Publications by the City; Providing for Findings of Fact; Providing for Repealer; Providing for Severability; Providing for Proper Notice and Meeting; And Establishing an Effective Date.

Submitted by: Irma Parker, City Secretary, TRMC, CMC

MOTION: Council Member Plunkett moved to suspend the rules of procedure for the remainder of this meeting by using a voice vote instead of a roll call vote for the interest of time. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

MOTION: Mayor Pro Tem Kirkland moved to approve the first reading of Ordinance No. 2024-37 amending Chapter 1 “General Provisions”, Article 1.02 “Administration”, Section 1.02.003 “Official Newspaper” to declare the ELGIN COURIER as the Official Newspaper of the City of Bastrop for required publications and include on the November 12, 2024 Consent Agenda for a second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

8T. Conduct a public hearing, consider and act on the first reading of Ordinance No. 2024-40, Adopt the 2025 Schedule of Uniform Submittal Dates for Plats in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, and move to include on the November 12, 2024 Consent Agenda for the second reading.

Submitted by: Kennedy Higgins, Senior Planner, Development Services Department

Mayor Nelson opened the Public Hearing at 9:18 pm for the 2025 Schedule of Uniform Submittal Dates for Plats in Item 8T.

No comments were submitted.

Mayor Nelson closed the Public Hearing at 9:18 pm for the 2025 Schedule of Uniform Submittal Dates for Plats in Item 8T.

MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2024-40 adopting the 2025 Schedule of Uniform Submittal Dates for Plats and include on November 12, 2024 Consent Agenda for a second reading. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

- 8U. **Consider and act on Resolution No. R-2024-153, Approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 2B, 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: Kennedy Higgins, Senior Planner, Development Services Department

MOTION: Council Member Lee moved to approve Resolution No. R-2024-153 for a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D, Section 2B. Council Member Plunkett seconded the motion. Motion carried unanimously.

- 8V. **Consider and act on Resolution No. R-2024-154; Approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 2A, 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: Kennedy Higgins, Senior Planner, Development Services Department

MOTION: Council Member Plunkett moved to approve Resolution No. R-2024-154 for a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D, Section 2A. Council Member Meyer seconded the motion. Motion carried unanimously.

9. STAFF AND BOARD REPORTS, continued

9A. **City Manager's Report**

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

No action was taken on Item 9A.

9B. **Presentation regarding Bastrop Public Library's Digitization Award.**

Submitted/Presented by: Bonnie Pierson, Library Director

No action was taken on Item 9B.

9D. **Presentation of August 30, 2024 Monthly Financial Statement.**

Submitted/Presented by: Edi McIlwain, Chief Financial Officer

No action was taken on Item 9D.

10. ADJOURNMENT

Upon receiving a motion and a second to adjourn, the October 22nd Regular Meeting was adjourned without objection.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

DRAFT



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on the second reading of Ordinance No. 2024-39 of the City Council of the City of Bastrop, Texas, approving the zoning change for 2.20 +/- acres out of Building Block 111 east of Water Street, located east of HW 95, within the City of Bastrop from P4 Mix to P3 Residential as shown in Attachment A of the ordinance; 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.

STAFF REPRESENTATIVE:

Submitted by: Kennedy Higgins – Senior Planner, Development Services

BACKGROUND:

The applicant has applied for a Zoning Concept Scheme for 1808 Spring Street. The proposal is to change the current zoning from P4 to P3 in order to continue the residential use of the property.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The P&Z Commission reviewed the Zoning Concept Scheme at their September 26, 2024, regular meeting, and recommended approval of the rezoning request, for a zone P3 Neighborhood, with a vote of 5-0.

STAFF RECOMMENDATION:

Consider and act on the second reading of Ordinance No. 2024-39 of the City Council of the City of Bastrop, Texas, approving the zoning change for 2.20 +/- acres out of Building Block 111 east of Water Street, located east of HW 95, within the City of Bastrop from P4 Mix to P3 Residential as shown in Attachment A of the ordinance; 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.

ATTACHMENTS:

- Attachment 1: Ordinance No. 2024-39
- Attachment 2: Location Map

ORDINANCE NO. 2024-39

**ZONING CONCEPT SCHEME CHANGE
1808 SPRING STREET, R39297**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 2.2 +/- ACRES OUT OF THE BUILDING BLOCK 111 EAST OF WATER STREET, IN CITY OF BASTROP, TEXAS, FROM P4 MIX TO P3 NEIGHBORHOOD; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, on or about July 31, 2024, Cladie Johnson submitted a request for zoning modifications for a property located East of SH 95, within the City limits of Bastrop, Texas described as being 2.196 +/- acres out of the Building Block 111 East of Water Street ("Property"); and

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Current Use for this Property; and

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

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on September 26, 2024 and a recommendation was made to approve the zoning change; and

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

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

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City

Council finds that it is necessary and proper to enact this Ordinance.

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

- Section 1:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2:** The Property, 2.2 +/- acres out of the Building Block 111 East of Water Street, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P4 Mix to P3 Neighborhood. The City Manager is hereby authorized to promptly note the zoning change on the official Zoning Map of the City of Bastrop, Texas.
- Section 3:** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- Section 5:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
- Section 6:** This Ordinance shall be effective immediately upon passage and publication.

[Signatures on following page]

READ & ACKNOWLEDGED on First Reading on this the 22nd day of October 2024.

READ & ADOPTED on Second Reading on this the 12th day of November 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

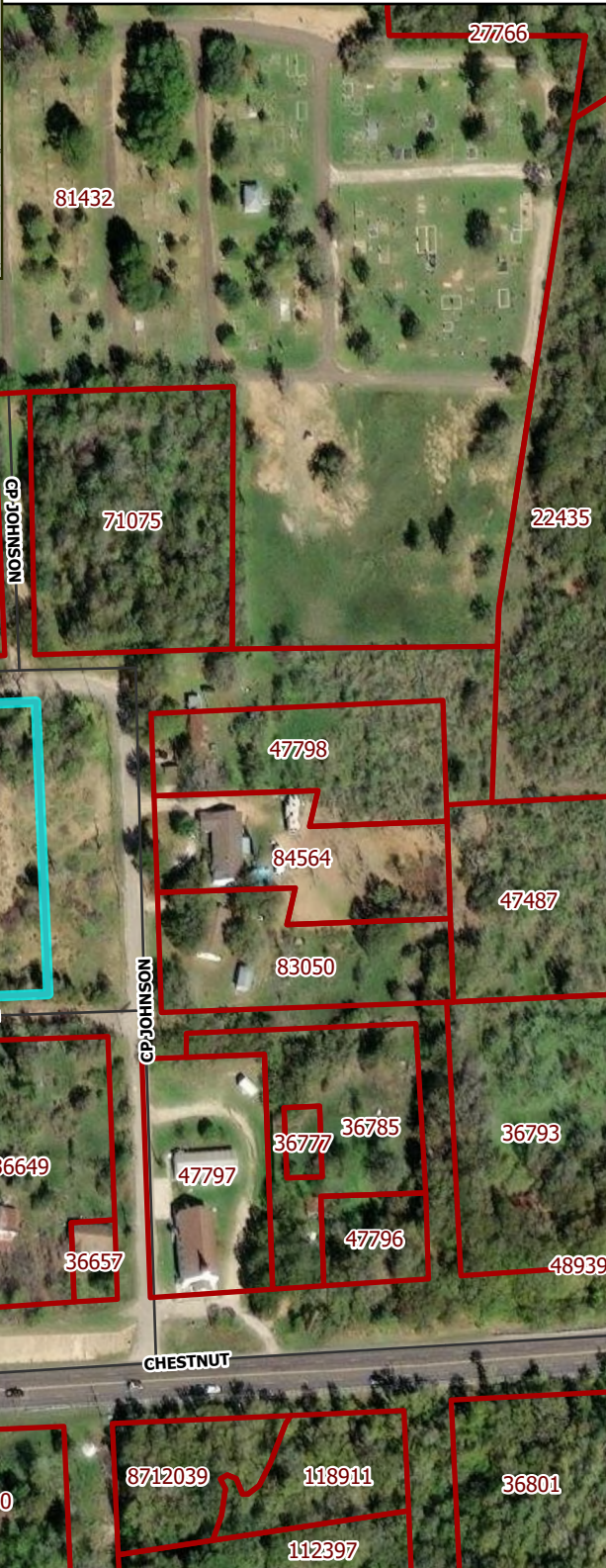
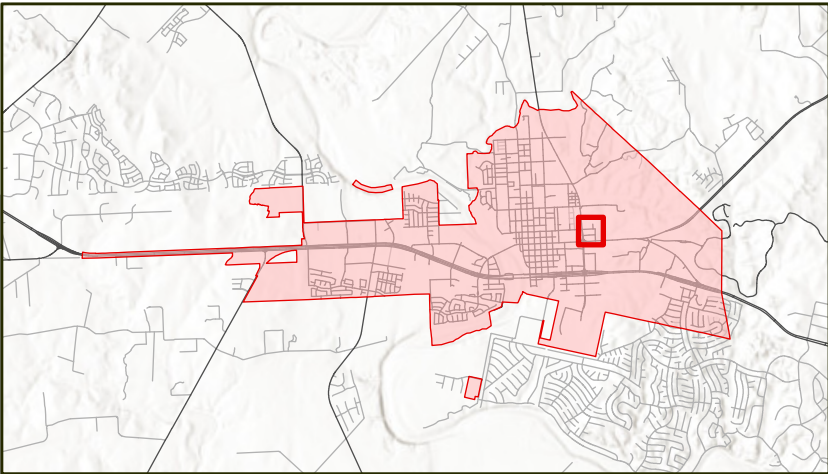
Alan Bojorquez, City Attorney

ATTACHMENT A

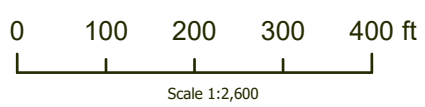
Property Description



Attachment A Location Map Rezone of PID 39297



9/4/2024



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



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on the second reading of Ordinance No. 2024-38 of the City Council of the City of Bastrop, Texas, approving the zoning change for 2 +/- acres out of Building Block 110 east of Water Street, located east of SH 95, within the City of Bastrop from P5 Core to P3 Residential, as shown in Attachment A of the ordinance; 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.

STAFF REPRESENTATIVE:

Submitted by: Kennedy Higgins – Senior Planner, Development Services

BACKGROUND:

The applicant has applied for a Zoning Concept Scheme for 1101 SH 95. The proposal is to change the current zoning from P5 to P3 in order to appropriately incorporate single family residence.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The P&Z Commission reviewed the Zoning Concept Scheme at their September 26, 2024, regular meeting, and recommended approval of the rezoning request, for a zone P3 Neighborhood, with a vote of 5-0.

STAFF RECOMMENDATION:

Consider and act on the second reading of Ordinance No. 2024-38 of the City Council of the City of Bastrop, Texas, approving the zoning change for 2 +/- acres out of Building Block 110 east of Water Street, located east of SH 95, within the City of Bastrop from P5 Core to P3 Residential, as shown in Attachment 2; 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.

ATTACHMENTS:

- Attachment 1: Ordinance No. 2024-38
- Attachment 2: Location Map

ORDINANCE NO. 2024-38

**ZONING CONCEPT SCHEME CHANGE
1101 STATE HIGHWAY 95, R36633**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 2 +/- ACRES OUT OF THE BUILDING BLOCK 110 EAST OF WATER STREET, IN CITY OF BASTROP, TEXAS, FROM P5 CORE TO P3 NEIGHBORHOOD; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, on or about August 5, 2024, Venice Johnson submitted a request for zoning modifications for a property located East of SH 95, within the City limits of Bastrop, Texas described as being 2 +/- acres out of the Building Block 110 East of Water Street ("Property"); and

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Current Use for this Property; and

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

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on September 26, 2024 and a recommendation was made to approve the zoning change; and

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

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

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City

Council finds that it is necessary and proper to enact this Ordinance.

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

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

Section 2: The Property, 2 +/- acres out of the Building Block 110 East of Water Street, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P5 Core to P3 Neighborhood. The City Manager is hereby authorized to promptly note the zoning change on the official Zoning Map of the City of Bastrop, Texas.

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

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Section 6: This Ordinance shall be effective immediately upon passage and publication.

[Signatures on following page]

READ & ACKNOWLEDGED on First Reading on this the 22nd day of October 2024.

READ & ADOPTED on Second Reading on this the 12th day of November 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

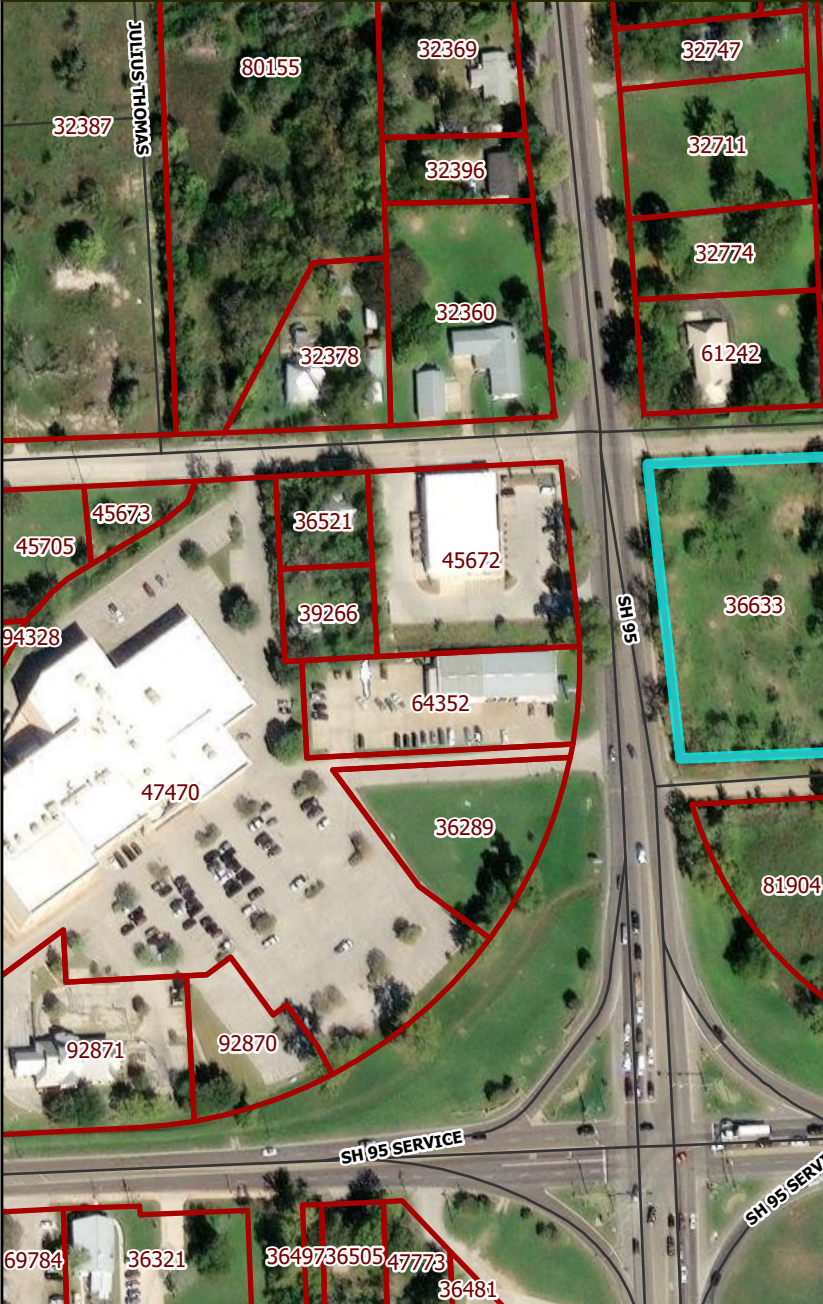
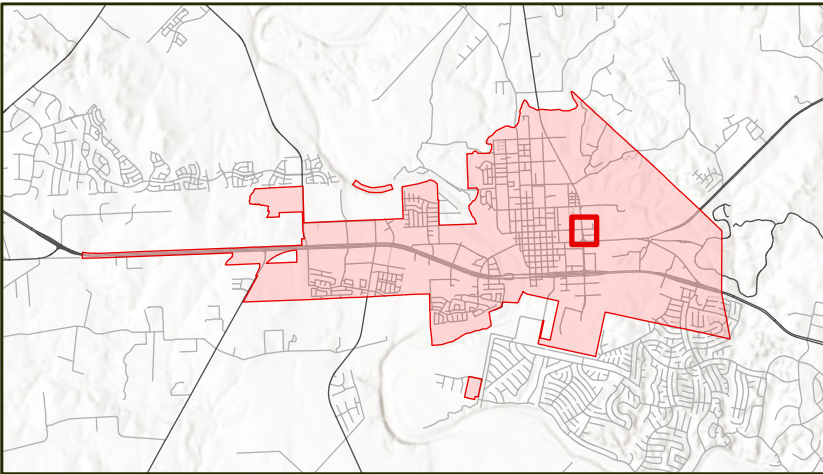
Alan Bojorquez, City Attorney

ATTACHMENT A

Property Description



Attachment A Location Map Rezone of PID 36633



9/4/2024

0 100 200 300 400 ft

Scale 1:2,600

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



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on the second reading of Ordinance No. 2024-40 to adopt the 2025 Schedule of Uniform Submittal Dates for Plats in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Attachment 1; 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.

STAFF REPRESENTATIVE:

Submitted by: Kennedy Higgins, Senior Planner, Development Services Department

BACKGROUND/HISTORY:

House Bill 3167 of the 86th Session of the Texas Legislature, subsequently codified in Texas Local Government Code Chapter 212, requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by Staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction.

House bill 3699 of the 88th Session of the Texas Legislature removed the applicability of plans to the shot clock regulations, leaving only plats.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The P&Z Commission reviewed the 2025 Schedule of Uniform Submittal Dates at their September 26, 2024, regular meeting, and recommended approval of the adoption of the Uniform Submittal Dates, with a vote of 6-0.

RECOMMENDATION:

Consider and act on the second reading of Ordinance No. 2024-40 to adopt the 2025 Schedule of Uniform Submittal Dates for Plats in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Attachment 1; 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.

ATTACHMENTS:

- Attachment 1: Ordinance No. 2024-40
- Attachment 2: 2025 Schedule of Uniform Submittal Dates

ORDINANCE NO. 2024-40

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO ADOPT THE 2025 SCHEDULE OF UNIFORM SUBMITTAL DATES FOR PLATS IN ACCORDANCE WITH THE BASTROP BUILDING BLOCK (B³) CODE SECTION 2.3.004 ANNUAL ADOPTION OF SCHEDULE OF UNIFORM SUBMITTAL DATES, AND THE BASTROP BUILDING BLOCK (B³) TECHNICAL MANUAL SECTION 1.2.002 UNIFORM SUBMITTAL DATES, AS SHOWN IN EXHIBIT A, ESTABLISHING A REPEALING CLAUSE, PROVIDING SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, House bill 3699 of the 88th Session of the Texas Legislature removed the applicability of plans to the shot clock regulations, leaving only plats.

WHEREAS, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules, grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, City Council will annually adopt a Schedule of Uniform Submittal Dates to comply with Texas Local Government Code Chapters 211 and 212 for Plats. The Schedules of Uniform Submittal Dates will include dates applications will be accepted, when review for completeness checks will occur, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.

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

Section 1: The City Council hereby adopts the 2025 Schedule of Uniform Submittal Dates, in accordance with B³ Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans, and Place Type Zoning Changes and B³ Technical Manual Section 1.2.002 Uniform Submittal Dates, as attached in Exhibit A.

Section 2: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

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

Section 4: This Ordinance shall take effect immediately upon passage.

READ and APPROVED on First Reading on the 22nd day of October, 2024.

READ and ADOPTED on Second Reading on the 12th day of November, 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

2025 Schedule of Uniform Submittal Dates

Plats Requiring Planning & Zoning Commission Approval



Preliminary, Final

Submittal Dates	Submittal Check Date	Comments Issued Date	Planning & Zoning Commission Meeting Date	Resubmittal Date	Plat Recommendation	Planning & Zoning Commission Packet Published	Planning & Zoning Commission Meeting Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, or Denied (Thursday)		For projects that were Approved with Conditions (Monday)		(Friday)	(Thursday)
1/6/2025	1/7/2025	1/16/2025	1/30/2025	2/10/2025	2/20/2025	2/21/2025	2/27/2025
2/3/2025	2/4/2025	2/13/2025	2/27/2025	3/3/2025	3/13/2025	3/21/2025	3/27/2025
3/3/2025	3/4/2025	3/13/2025	3/27/2025	4/7/2025	4/17/2025	4/18/2025	4/24/2025
4/7/2025	4/8/2025	4/17/2025	4/24/2025	5/5/2025	5/15/2025	5/23/2025	5/29/2025
5/5/2025	5/6/2025	5/15/2025	5/29/2025	6/2/2025	6/12/2025	6/20/2025	6/26/2025
6/2/2025	6/3/2025	6/12/2025	6/26/2025	7/7/2025	7/17/2025	7/25/2025	7/31/2025
7/7/2025	7/8/2025	7/17/2025	7/31/2025	8/4/2025	8/14/2025	8/22/2025	8/28/2025
8/4/2025	8/5/2025	8/14/2025	8/28/2024	9/2/2025	9/11/2025	9/19/2025	9/25/2025
9/2/2025	9/3/2025	9/12/2025	9/25/2024	10/6/2025	10/16/2025	10/24/2025	10/30/2025
10/6/2025	10/7/2025	10/16/2025	10/30/2025	11/3/2025	11/13/2025	11/14/2025	11/20/2025
11/3/2025	11/4/2025	11/13/2025	11/20/2025	12/1/2025	12/11/2025	12/12/2025	12/18/2025
12/1/2025	12/2/2025	12/11/2025	12/18/2025	1/5/2026	1/15/2026	1/23/2026	1/29/2026
1/5/2026	1/6/2026	1/15/2026	1/29/2026	2/2/2026	2/12/2026	2/20/2026	2/26/2026
2/2/2026	2/3/2026	2/12/2026	2/26/2026	3/3/2026	3/12/2026	3/20/2026	3/26/2026

2024 Schedule of Uniform Submittal Dates

Plats Administratively Approved



Amending, Minor, Replat

Submittal Dates	Submittal Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, Denied (Thursday)	For projects that were Approved with Conditions (Monday unless City holiday)	Verify conditions have been met for Approved with Conditions projects
1/6/2025	1/7/2025	1/16/2025	1/21/2025	1/30/2025
2/3/2025	2/4/2025	2/13/2025	2/17/2025	2/27/2025
3/3/2025	3/4/2025	3/13/2025	3/17/2025	3/27/2025
4/7/2025	4/8/2025	4/17/2025	4/21/2025	5/1/2025
5/5/2025	5/6/2025	5/15/2025	5/19/2025	5/29/2025
6/2/2025	6/3/2025	6/12/2025	6/16/2025	6/26/2025
7/7/2025	7/8/2025	7/17/2025	7/21/2025	7/31/2025
8/4/2025	8/5/2025	8/14/2025	8/18/2025	8/28/2025
9/2/2025	9/3/2025	9/12/2025	9/16/2025	9/25/2024
10/6/2025	10/7/2025	10/16/2025	10/20/2025	10/30/2025
11/3/2025	11/4/2025	11/13/2025	11/17/2025	11/20/2025
12/1/2025	12/2/2025	12/11/2025	12/15/2025	12/18/2025
1/5/2026	1/6/2026	1/15/2026	1/19/2026	1/29/2026
2/2/2026	2/3/2026	2/12/2026	2/16/2026	2/26/2026



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on Resolution No. R-2024-155, Accepting a donation from the Frontier Bank of Texas in the amount of \$3,000.00 (Three Thousand Dollars) for the upcoming Merry on Main Event being held in Downtown Bastrop, TX, on Saturday December 14, 2024.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Main Street Manager

BACKGROUND/HISTORY:

Merry on Main is a festive event designed to bring the community together for a fun-filled day in downtown Bastrop before the annual Lighted Christmas Parade. With activities like bounce houses, sledding, letters to Santa, face painting, and a Cookie & Cocoa Crawl, there's something for everyone.

PLOICY EXPLANATION:

The City of Bastrop's Finance Policy requires all donations to be formally accepted by the City Council.

RECOMMENDATION:

Michaela Joyce, Main Street Manager, recommends approving Resolution No. R-2024-155, accepting a donation from Frontier Bank of Texas in the amount of \$3,000.00 (Three Thousand Dollars) for the upcoming Merry on Main event being held in Downtown Bastrop, TX, on Saturday December 14, 2024.

ATTACHMENTS:

1. Resolution No. R-2024-155

RESOLUTION R-2024-155

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, ACCEPTING A DONATION FROM FRONTIER BANK OF TEXAS IN SUPPORT OF AND AS SPONSORSHIP OF THE 2024 MERRY ON MAIN EVENT IN DOWNTOWN BASTROP, IN THE AMOUNT OF \$3,000.00 (THREE THOUSAND DOLLARS). 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 Office of the City; and

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

WHEREAS, the City of Bastrop has an interest in preserving the rich heritage of this community; and

WHEREAS, the Merry on Main event held within Downtown Bastrop will be a community wide Holiday celebration on December 14th, 2024; and

WHEREAS, accepting a donation from Frontier Bank of Texas, in the amount of \$3,000 (three thousand dollars) for additional activities for the upcoming Merry on Main event; and

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 all necessary documents, authorizing accepting the donation from Frontier Bank of Texas for Merry on Main event happening within Downtown Bastrop.

Section 2: All orders or 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 from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on Resolution No. R-2024-156, Accepting a donation from the Roscoe Bank in the amount of \$1,500.00 (One Thousand Five Hundred Dollars) for the upcoming Merry on Main Event being held in Downtown Bastrop, TX, on Saturday December 14, 2024.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Main Street Manager

BACKGROUND/HISTORY:

Merry on Main is a festive event designed to bring the community together for a fun-filled day in downtown Bastrop before the annual Lighted Christmas Parade. With activities like bounce houses, sledding, letters to Santa, face painting, and a Cookie & Cocoa Crawl, there's something for everyone.

PLOICY EXPLANATION:

The City of Bastrop's Finance Policy requires all donations to be formally accepted by the City Council.

RECOMMENDATION:

Michaela Joyce, Main Street Manager, recommends approving Resolution No. R-2024-156, accepting a donation from Roscoe Bank in the amount of \$1,500.00 (One Thousand Five Hundred Dollars) for the upcoming Merry on Main event being held in Downtown Bastrop, TX, on Saturday December 14, 2024.

ATTACHMENTS:

1. Resolution No. R-2024-156

RESOLUTION R-2024-156

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, ACCEPTING A DONATION FROM ROSCOE BANK IN SUPPORT OF AND AS SPONSORSHIP OF THE 2024 MERRY ON MAIN EVENT IN DOWNTOWN BASTROP, IN THE AMOUNT OF \$1,500.00 (ONE THOUSAND FIVE HUNDRED DOLLARS). 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 Office of the City; and

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

WHEREAS, the City of Bastrop has an interest in preserving the rich heritage of this community; and

WHEREAS, the Merry on Main event held within Downtown Bastrop will be a community wide Holiday celebration on December 14th, 2024; and

WHEREAS, accepting a donation from Roscoe Bank, in the amount of \$1,500 (one thousand five hundred dollars) for additional activities for the upcoming Merry on Main event; and

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 all necessary documents, authorizing accepting the donation from Roscoe Bank, for Merry on Main event happening within Downtown Bastrop.

Section 2: All orders or 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 from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE: Consider and act on Ordinance 2024-42 approving the "Covered Applications and Prohibited Technology Policy" as required by Senate Bill 1893.

AGENDA ITEM SUBMITTED BY: Tanya Cantrell, Director of Human Resources

BACKGROUND/HISTORY:

At the last legislative session, the Texas legislature passed Senate Bill 1893 which prohibits the use of TikTok and certain other social media applications and services on governmental devices.

The bill requires cities to adopt a policy by:

- 1) Prohibit the installation of TikTok or other covered application on any device owned or leased by the governmental entity; and
- 2) Requires the removal of covered applications from those devices.

Information Technology staff has incorporated safeguards with new software pushed to all devices that prevents the download of covered applications. The adopted policy will become a part of the onboarding process of new employees.

The policy will be discussed with existing employees at the department level.

FISCAL IMPACT:

Less than \$5,000 – Cost of new software

RECOMMENDATION:

Approve as required

ATTACHMENTS:

1. Model Policy



City of Bastrop, TX

Covered Applications and Prohibited Technology Policy

Date: October 30, 2024

Version: 1.2

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DRAFT

1.0 INTRODUCTION

1.1 PURPOSE

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed [Senate Bill 1893](#), which prohibits the use of covered applications on governmental entity devices.

As required by the Governor's directive and Senate Bill 1893, this model policy establishes a template that entities subject to the directive or bill may mimic to prohibit the installation or use of covered applications or prohibited technologies on applicable devices.

1.2 SCOPE AND APPLICATION

Governmental entities, including local governments, must adopt a covered applications policy as described by [Section 2.0](#).

2.0 COVERED APPLICATIONS POLICY FOR GOVERNMENTAL ENTITIES

2.1 SCOPE AND DEFINITIONS

Pursuant to Senate Bill 1893, governmental entities, as defined below, must establish a covered applications policy:

- A department, commission, board, office, or other agency that is in the executive or legislative branch of state government and that was created by the constitution or a statute, including an institution of higher education as defined by Education Code Section 61.003.
- The supreme court, the court of criminal appeals, a court of appeals, a district court, or the Texas Judicial Council or another agency in the judicial branch of state government.

- A political subdivision of this state, including a municipality, county, or special purpose district.

This policy applies to all *City of Bastrop* full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All *City of Bastrop* employees are responsible for complying with this policy.

A covered application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

2.2 COVERED APPLICATIONS ON GOVERNMENT-OWNED OR LEASED DEVICES

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all government-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

City of Bastrop will identify, track, and manage all government-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- Prohibit the installation of a covered application.
- Prohibit the use of a covered application.
- Remove a covered application from a government-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

City of Bastrop Information Technology Department will manage all government-owned or leased mobile devices by implementing the security measures listed below:

- Restrict access to "app stores" or unauthorized software repositories to prevent the installation of unauthorized applications.
- Maintain the ability to remotely wipe non-compliant or compromised mobile devices.

- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
- d. Other Governmental Entity-implemented security measures.

2.3 ONGOING AND EMERGING TECHNOLOGY THREATS

To provide protection against ongoing and emerging technological threats to the government's sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then *City of Bastrop* will remove and prohibit the covered application.

City of Bastrop may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

2.4 COVERED APPLICATION EXCEPTIONS

City of Bastrop may permit exceptions authorizing the installation and use of a covered application on government-owned or -leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 only allows *City of Bastrop* to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

If *City of Bastrop* authorizes an exception allowing for the installation and use of a covered application, *City of Bastrop* must use measures to mitigate the risks posed to the state during the application's use including:

- Mobile devices shall be on a private or cellular carrier data network.
- Accounts created for section 2.4 must not be on city issue email accounts.

City of Bastrop must document whichever measures it took to mitigate the risks posed to the state during the use of the covered application.

3.0 POLICY COMPLIANCE

City of Bastrop will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

4.0 POLICY REVIEW

This policy will be reviewed *annually* and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of *City of Bastrop*.



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on the second reading Ordinance No. 2024-37, Amending Chapter 1 “General Provisions”, Article 1.02 “Administration”, Section 1.02.003 “Official Newspaper; Posting of Notices in lieu of Newspaper Publication” to Declare the ELGIN COURIER as the Official Newspaper for Required Newspaper Publications by the City; Providing for Findings of Fact; Providing for Repealer; Providing for Severability; Providing for Proper Notice and Meeting; And Establishing an Effective Date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

Texas Local Government Code Chapter 52 requires the city council to designate its official newspaper for General Law cities but is silent on Home Rule Cities. the Code of Ordinances for the City of Bastrop had designated the BASTROP ADVERTISER as the official newspaper. Government Code Sections 2051.044 provides that a newspaper be used to convey official notices and must as a general matter:

- (1) devote not less than 25% of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

The BASTROP ADVERTISER was declared to be the official newspaper in the Code of Ordinances; however, that newspaper no longer exists after the AUSTIN AMERICAN-STATESMAN purchased it. Bastrop County has designated the ELGIN COURIER as the County’s official newspaper for their official notices. The city desires to designate the ELGIN COURIER, which is published in Bastrop County, as the City’s official newspaper.

FISCAL IMPACT:

Unknown at this time but it will be a substantial savings.

RECOMMENDATION:

The City Council approved the Ordinance to declare the ELGIN COURIER as the official newspaper.

ATTACHMENTS:

- Ordinance No. 2024-37

ORDINANCE NO. 2024-37

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF BASTROP, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.02 “ADMINISTRATION”, SECTION 1.02.003 “OFFICIAL NEWSPAPER; POSTING OF NOTICES IN LIEU OF NEWSPAPER PUBLICATION” TO DECLARE THE ELGIN COURIER AS THE OFFICIAL NEWSPAPER FOR REQUIRED NEWSPAPER PUBLICATIONS BY THE CITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Chapter 52 requires the city council designate its official newspaper for General Law cities but is silent on Home Rule Cities; and

WHEREAS, The Code of Ordinances for the City of Bastrop had designated the BASTROP ADVERTISER as the official newspaper; and

WHEREAS, Government Code Sections 2051.044 provides that a newspaper be used to convey official notices and must as a general matter:

- (1) devote not less than 25% of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the BASTROP ADVERTISER was declared to be the official newspaper in the Code of Ordinances; however, that newspaper no longer exists after the AUSTIN AMERICAN-STATESMAN purchased it; and

WHEREAS, Bastrop County has designated the ELGIN COURIER as the County’s official newspaper for their official notices; and

WHEREAS, The city desires to designate the ELGIN COURIER, which is published in Bastrop County, as the City’s official newspaper.

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

SECTION 1. Findings of Fact. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. Amendment. That Code of Ordinances, Chapter 1 “General Provisions”, Article 1.02 “ADMINISTRATION”, Section 1.02.003 “Official Newspaper; Posting of Notices in Lieu of Newspaper Publication” be amended to read as follows:

Sec. 1.02.003 Official newspaper; posting of notices in lieu of newspaper publication.

The ELGIN COURIER is hereby declared to be the official newspaper for required newspaper publications by the city. When it is not required by law that publication be made in a newspaper, then the city may, in lieu thereof, provide for publication by posting in three (3) public places in the city.

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

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. This Ordinance shall be effective immediately upon passage and publication.

READ AND APPROVED on first reading this on the **22nd** day of **October** 2024.

READ AND ADOPTED on the second reading this on the **12th** day of **November** 2024.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on the first reading of Ordinance 2024-41, Canvass and Special Election

AGENDA ITEM SUBMITTED BY:

Submitted by: Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

The special election for charter amendments was held on November 5, 2024. At the time of this posting, the information was not yet made available.

A draft ordinance is presented for review. A revised ordinance with the completed information will be provided at the dais on Tuesday, November 12, 2024 or as soon as the information is available and certified.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the certified results and ordinance.

ATTACHMENTS:

1. Draft Ordinance

ORDINANCE NO. 2024-041

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CANVASSING RETURNS AND DECLARING THE RESULTS OF THE ADOPTION OR REJECTION OF PROPOSED AMENDMENTS TO THE EXISTING HOME RULE CHARTER AT THE SPECIAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2024; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas, on August 19, 2024, ordered that a Special Election to amend the Home Rule Charter be held within the City of Bastrop on November 5, 2024, for the purpose of submitting to the resident qualified electors of the City of Bastrop the propositions hereinafter set forth; and

WHEREAS, Notice of Special Election and proposed Amendments were duly published in the Austin American Statesman on Friday, September 27, 2024, and Friday, October 4, 2024, and posted on the bulletin board at City Hall; and

WHEREAS, The City Council has investigated all matters pertaining to the Election, including Ordinance No. 2024-25 and Ordinance No. 2024-26 calling the Special Election, giving notice, appointing officers, holding and making returns of the Election; the election officers who held the Election have duly made the returns of the results thereof; and said returns have been duly delivered to the City Council to conduct the official canvass of the returns thereof; and

WHEREAS, Upon the consideration of the returns of the Election, it is hereby found and determined that the same was held in accordance with the authorizing proceedings and was in all respects legally held after due notice had been given, and the returns duly and legally made, along with other instruments; and

WHEREAS, The Official Canvass of the Returns of the November 5, 2024, Special Home Rule Charter Election showed the following results:

PROPOSITION A

Shall Section 2.03 of the Bastrop City Charter be amended to conform with state law by removing reference to the City’s power to annex territory without consent of the inhabitants?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION B

Shall Section 3.06(6) of the Charter be amended to conform with state law creating a vacancy on the City Council when a Council Member announces their candidacy for certain elected offices and the unexpired term of the Council Member exceeds one year and thirty days?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION C

Shall Section 3.16 of the Charter be amended to reflect the fact that codes of technical regulations are available to the public digitally and free of charge?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION D

Shall Section 3.17(b) of the Charter be amended to reflect the fact that ordinances are available to the public digitally and free of charge?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION E

Shall Section 5.02 of the Charter be amended to conform with state law by stating that the term of office of municipal court judges shall be provided for by ordinance?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION F

Shall Sections 14.03 and 14.04 of the Charter be repealed in their entirety as outdated, transitional provisions that are now irrelevant?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION G

Shall the Charter be amended throughout to replace gender-specific language with gender-neutral terminology?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION H

Shall Section 3.01 of the Charter be amended to clarify that the Mayor appoints candidates to serve on boards (committees, commissions, task forces, etc.) and the Council considers confirmation of the appointment?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION I

Shall Section 3.07 of the Charter be amended to compensate the Mayor at a rate of \$400 per month and Council Members at \$250 per month? Sitting Mayor and Council Members at the time of a compensation increase shall be ineligible to receive the additional funds until re-elected.

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION J

Shall Section 13.09 of the Charter be amended to mandate that the City Council must appoint a Charter Review Commission every six years?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION K

Shall Section 3.13 of the Charter be amended to specify that four members of the Council shall constitute a quorum to do business, but three members of the Council shall constitute a quorum for all other purposes of compliance with the Texas Open Meetings Act?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION L

Shall Section 4.01 of the Charter be amended to remove the requirement that the City Manager must reside within the City Limits?

Votes FOR: _____

Votes AGAINST: _____

PROPOSITION M

Shall an Article be added to the Charter as Article XV and titled “Bastrop Freedom Act” providing for the limited enforcement of marijuana offenses and establishing a policy to reform marijuana enforcement by City personnel with objectives of carefully allocating city resources, declaring misdemeanor marijuana offenses as the City’s lowest enforcement priority, and reducing the risk of discriminatory enforcement practices through the enactment of provisions addressing police enforcement of marijuana offenses?

Votes FOR: _____

Votes AGAINST: _____

TOTAL BALLOTS CAST IN THE NOVEMBER 5, 2024 SPECIAL ELECTION: XXXX

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

SECTION 1. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, and are adopted by the City Council as part of its legislative findings.

SECTION 2. The City Council, having canvassed the returns of said Special Election and all election procedures heretofore occurring, finds the election was duly and properly ordered; that due and proper notice of the election was given; that the election was in all respects regularly and lawfully held, and that said returns thereof have been duly and legally made as presented herein.

SECTION 3. That the City Secretary shall record in the Office of the City Secretary the Charter amendments adopted by the voters of the City of Bastrop. The City Secretary with assistance of the City Attorney shall prepare an ordinance amending the Home Rule Charter indicating the approval of the qualified voters of the City of Bastrop of said amendments for future action by the City Council.

SECTION 4. This Ordinance shall become effective from and after its adoption.

READ AND APPROVED by the Bastrop City Council on first reading on this **12th** day of **November 2024.**

READ AND ADOPTED by the Bastrop City Council on second and final reading on this **10th** day of **December 2024.**

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Victoria Psencik, Assistant City Secretary

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on Resolution No. R-2024-161, Appointing Jeffrey Estes to Place 5 of the Planning and Zoning Commission for a Three-Year Term beginning November 2024 and Ending in September 2027; Receiving Confirmation by the City Council of the Appointment; And Providing for an Effective Date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Mayor Lyle Nelson

BACKGROUND/HISTORY:

Pursuant to Chapter 1 “General Provisions”, Article 1.04 “Boards and Commissions” board members shall be appointed by the mayor and confirmed by the Council, for terms of three (3) years.

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Mayor requests the City Council’s confirmation of this appointment by approval of the Resolution.

ATTACHMENTS:

1. Resolution No. R-2024-161

RESOLUTION NO. R-2024-161

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPOINTING JEFFREY ESTES TO PLACE 5 OF THE PLANNING AND ZONING COMMISSION FOR A THREE-YEAR TERM BEGINNING NOVEMBER 2024 AND ENDING IN SEPTEMBER 2027; RECEIVING CONFIRMATION BY THE CITY COUNCIL OF THE APPOINTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 1 “General Provisions”, Article I.04 “Boards and Commissions” board members shall be appointed by the mayor and confirmed by the Council, for terms of three (3) years; and

WHEREAS, under Section 1.04.002(1) “Membership, terms” any individual that has previously served two (2) consecutive terms on a particular advisory body, must wait one full year before being reappointed to the same advisory body; and

WHEREAS, the Planning and Zoning Commission has a vacancy in Place 5 for a full three-year term ending September 2027.

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

SECTION 1. Findings of Fact: The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

SECTION 2. Mayor Nelson has appointed, and the City Council has confirmed the appointment of Jeffrey Estes to Place 5, for a three-year term ending on September 2027.

SECTION 3. This Resolution shall take effect immediately upon its passage and it is so resolved that the Planning and Zoning Commission shall now be composed of the following:

Place	Name	Appointment Date	Term	Expiration Date
1	Christopher Toth	2024	Unexpired	2025
2	Ishmael Harris	2019, 2022	1, 2	2022, 2025
3	Keith Ahlborn	2024	1	2027
4	Gary Moss	2023	Unexpired	2025
5	Jeffrey Estes	2024	1	2027
6	Patrice Parsons	2022, 2023	Unexpired, 1	2023, 2026
7	Joshua Bingaman	2024	1	2027
8	Jordan Scott	2023	1	2026
9	David Barrow	2023	1	2026
10 (Impact Fee)	Nancy Rabensburg	2024	1	2027

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this **12th** day of **November 2024**.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE: Consider action to approve Resolution No, R-2024-162 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District, (BCAD) election voting for the 2025 Board of Directors; establishing a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

Under the Texas Property Tax Code, Section 6.03, appointment of the Bastrop Central Appraisal District's Board of Directors is the responsibility of the governing bodies of the taxing entities of Bastrop County.

The City of Bastrop is allocated 221 votes out of 5,000 to cast towards candidates it would like to vote onto the board.

The slate of candidates is attached.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve

ATTACHMENTS:

1. Slate of Candidates
2. Resolution

RESOLUTION R-2024-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REGARDING THE BASTROP CENTRAL APPRAISAL DISTRICT ELECTION VOTING FOR THE 2025 BOARD OF DIRECTORS; ESTABLISHING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop participates in the Bastrop Central Appraisal District; and

WHEREAS, under the Texas Property Tax Code, Section 6.03, appointment of the Bastrop Central Appraisal District's Board of Directors is the responsibility of the governing bodies of the taxing entities of Bastrop County; and

WHEREAS, the City of Bastrop is allocated 221 votes out of a total of 5,000 to cast for the candidate(s) of its choice; and

WHEREAS, the City of Bastrop met in open session to consider the casting of the votes to which they are entitled; and

NOW, THEREFORE: BE IT RESOLVED B Y T H E CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

The City of Bastrop does hereby **RESOLVE** to cast their votes for the following individual(s) as a Member of the Bastrop Central Appraisal District Board of Directors.

<u>Candidate(s)</u>	Votes Cast:
Archer, Sandra	_____
Bezner, Justin	_____
Glass, David	_____
Ralph, Jeannie	_____
Redd, David	_____
Satterfield, Dr. Bill	_____

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop
this 12th day of November 2024

Signed

LyleNison, Mayor

Attest:

Irma Parker, City Secretary

• 1 1

Approved as to Form:

Alan Bojorquez, City
Attorney

RESOLUTION

WHEREAS, City of Bastrop participates in the Bastrop Central Appraisal District; and
(taxing entity)

WHEREAS, under the Texas Property Tax Code, Section 6.03, appointment of the Bastrop Central Appraisal District’s Board of Directors is the responsibility of the governing bodies of the taxing entities of Bastrop County; and

WHEREAS, City of Bastrop is allocated 221 votes out of a total of 5,000 to cast for
(taxing entity) *(# allocated per attachment)*
the candidate(s) of its choice; and

WHEREAS, City of Bastrop met in open session to consider the casting of the votes to
(taxing entity)
which they are entitled, and

NOW, THEREFORE, BE IT RESOLVED BY THE City of Bastrop :
(taxing entity)

The City of Bastrop does hereby **RESOLVE** to cast their votes for the following
(taxing entity)
individual(s) as a Member of the Bastrop Central Appraisal District Board of Directors.

<u>Candidate(s)</u>	<u>Votes Cast</u>
Archer, Sandra	_____
Bezner, Justin	_____
Glass, David	_____
Ralph, Jeannie	_____
Redd, David	_____
Satterfield, Dr. Bill	_____

DULY RESOLVED AND ADOPTED by _____ this ____ day of
_____, 2024. *(taxing entity)*

APPROVED:

(Taxing Entity Administrator)

ATTEST:

(Witness)



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider action to approve the second reading of Ordinance No. 2024-35 of the City Council of the City of Bastrop Texas, amending Appendix A - Fee Schedule, Section A1.12 – Libraries; establishing a repealing clause; providing severability; and providing an effective date.

STAFF REPRESENTATIVE:

Bonnie Pierson, Library Director

BACKGROUND/HISTORY:

The Bastrop Public Library began charging Non-Resident fees in January 2020 under Ordinance No. 2019-42. Since the implementation of the Non-Resident fee, the Bastrop Public Library has received repeated requests for a discount from senior citizens, veterans, and individuals with disabilities. Similar discounts and memberships to make services more accessible to Non-Residents have been implemented by other City of Bastrop services. Discount rates for these populations tend to be between 10-15%.

According to the 2020 Decennial United States Census, the City of Bastrop and surrounding areas have a high population of senior citizens, veterans, and individuals with disabilities. The charts below showcase how these populations compare to the state average.

Senior Citizens

State of Texas Average	13.4%
Bastrop County Average	16.0%

Veterans

State of Texas Average	6.2%
Bastrop County Average	8.1%

Individuals with Disabilities

State of Texas Average	12.4%
Bastrop County Average	10.3%

POLICY EXPLANATION:

The purpose of the proposed fee update is to address the needs and concerns of the citizens of Bastrop County by providing a 20% discount on annual individual membership for senior citizens aged 55 and older, veterans, and individuals with disabilities. To further increase access to the library, an annual family membership is also being recommended. A family membership would have a higher check-out limit than an individual membership and would only be available to patrons living outside the Bastrop city limits.

The proposed changes in fees are summarized in the chart below.

DESCRIPTION	FEE
Individual Annual Membership	Resident: \$0.00 Non-Resident: \$25.00
Individual Six-month Membership	Resident: \$0.00 Non-Resident: \$15.00
Senior Citizen (55+), Veteran, or Individual with Disabilities Annual Membership	Resident: \$0.00 Non-Resident: \$20.00
Family Annual Membership	Resident: N/A Non-Resident: \$40.00

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2024-35 of the City Council of the City of Bastrop Texas, amending Appendix A - Fee Schedule, Section A1.12 – Libraries; establishing a repealing clause; providing severability; and providing an effective date.

- ATTACHMENTS:**
- Ordinance No. 2024-35
 - City of Bastrop Library Fee Schedule - Memberships
 - City of Bastrop Recreation Fee Schedule - Memberships

ORDINANCE NO. 2024-35

AMENDING FEE SCHEDULE SECTION A1.12, LIBRARIES, MEMBERSHIP FEES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES, APPENDIX A - FEE SCHEDULE, SECTION A1.12 – LIBRARIES, MEMBERSHIP FEES; PROVIDING A DISCOUNTED MEMBERSHIP FEE FOR SENIOR CITIZENS, VETERANS, AND INDIVIDUALS WITH DISABILITIES; PROVIDING FOR FINDINGS OF FACT, AMENDMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN AMENDED EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, on September 25, 2018, the City Council adopted a Fee Schedule, Ordinance 2018-21, for the purpose of setting forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services, and activities; and

WHEREAS, the Bastrop Public Library began charging Non-Resident fees in January 2020 under Ordinance No. 2019-42; and

WHEREAS, the City desires to address the needs and concerns of the citizens of Bastrop County by providing a discount on annual individual membership for senior citizens aged 55 and older, veterans, and individuals with disabilities, and by providing an annual family membership to further increase access to the library; and

WHEREAS, the City Council desires to adopt the amendments and establish certain fees for services as set forth in the Fee Schedule; and

WHEREAS, the City Council finds that adoption of this Ordinance is in the best interest of the City.

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. AMENDMENT: That from and after the effective date of this Ordinance, the fees and charges set out in the Bastrop Code Of Ordinances, Appendix A- Fee Schedule, Section A1.12 – Libraries, Membership Fees shall be amended to read as set forth in Exhibit "A", which is attached hereto and

incorporated herein. The City Council hereby adopts the amendments to the Appendix A-Fee Schedule. Other sections, fees, or charges not referenced in Exhibit "A" shall remain unaffected by this Ordinance.

SECTION 3. REPEALER: All ordinances, orders, and resolutions heretofore passed and adopted by the City Council of the City of Bastrop, Texas are hereby repealed to the extent said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith. This Ordinance shall not amend, abolish, or change any fee heretofore established that is not listed in the Fee Schedule and such fees shall continue in effect for all purposes until amended by ordinance or resolution or transferred to the Fee Schedule.

SECTION 4. SEVERABILITY: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. 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 on the 2nd day of January 205.

SECTION 7. OPEN MEETINGS: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on the 22nd day of October 2024.

READ & ADOPTED on Second Reading on the 12th day of November 2024.

CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, Interim City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

DRAFT

LIBRARIES

SEC Reference	Last updated	Description	Amount of fee/Deposit
A1.12		Membership Fees	
		Individual Annual Membership	Resident: \$0.00 Non-Resident: \$25.00
		Individual Six-month Membership	Resident: \$0.00 Non-Resident: \$15.00
		Senior Citizen (55+), Veteran, or Individual with Disabilities Annual Membership	Resident: \$0.00 Non-Resident: \$20.00
		Family Annual Membership	Resident: N/A Non-Resident: \$40.00
		Circulating Material Fines & Fees	
		Materials not returned 30 days after Due Date	Up to Manufacturer’s suggested retail price (MSRP)
		Replacement of Bastrop Public Library materials lost or damaged beyond repair	Manufacturer’s suggested retail price (MSRP)
		Replacement of Interlibrary Loan materials lost or damaged beyond repair	Set by lending library

Item 9D.

Interlibrary Loan return shipping costs \$3.00 per item

Meeting Rooms

Maynard Conference Room General: \$25.00 per hour

Pressley Meeting Room General: \$50.00 per hour

Supply and Equipment Fees

Printing – Black & White, Letter-sized paper \$0.10 per page

Printing – Color, Letter-sized paper \$1.00 per page

Printing – Black & White, Ledger-sized paper (11X17") \$0.20 per page

Printing – Color, Ledger-sized paper (11x17") \$1.20 per page

3D Printing, except as part of an official Library program \$0.10 per gram

Miscellaneous Fees

Replacement library card \$1.00

Electronic devices returned via exterior book drop \$5.00



City of Bastrop Library Fee Schedule

DESCRIPTION	FEE
Membership Fees	
Individual Annual Membership	Resident: \$0.00 Non-Resident: \$25.00
Individual Six-month Membership	Resident: \$0.00 Non-Resident: \$15.00

*Per Bastrop Code of Ordinances, Appendix, Section A1.12



City of Bastrop Recreation Fee Schedule

FOR REFERENCE USE

DESCRIPTION	FEE
Membership Fees - Monthly	
Individual	Resident: \$30.00 Non-Resident: \$35.00
Family	Resident: \$50.00 Non-Resident: \$55.00
Senior/Military/Disabled Person(s)	Resident: \$20.00 Non-Resident: \$25.00
Military Family	Resident: \$40.00 Non-Resident: \$45.00
City Employee	Individual: \$0.00 Family: \$30.00
Drop-in Fee	\$5.00 - \$20.00

*Per Bastrop Code of Ordinances, Appendix, Section A1.10



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider Action to approve

- A) Resolution No. R-2024-132 of the City Council of the City of Bastrop, Texas approving a loan from the General Fund for the purchase of the columbarium units for the Fairview Cemetery Section 9 Expansion Project, at a cost of \$174,471.20 (one hundred seventy-four thousand, four hundred seventy-one and 20/100 cents); as attached in Exhibit A;
- B) Resolution No. R-2024-163 of the City Council of the City of Bastrop, Texas, ratifying the expenditure of \$86,325.60 to sole source provider, Architarium, LLC, as attached in Exhibit B (Manufacturing Agreement).

and authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

On July 25, 2023, City Council passed Resolution No. R-2023-105 entering into a professional services contract with Luck Design Team LLC for the design and construction phase services for the Fairview Cemetery Section 9 Expansion Project.

The Fairview Cemetery Section 9 Expansion Project includes the addition of 678 in-ground burial plots, 480 niches within the columbarium, an asphalt loop and irrigation. Staff completed the asphalt loop and irrigation in house which provided the city with 678 newly available in-ground burial plots. The project was initially estimated to cost over \$750,000. A loan from the General Fund has been anticipated from the onset of the project. Staff recommends taking the loan from the General Fund. The first part of the agenda item seeks to secure a portion of the loan.

Part B of the agenda item is the metal niche units. They are sourced locally via a sole source provider, Architarium, out of Austin Texas. Members of the Cemetery board as well as staff did a site visit to ensure the niche was the correct item.

Due to its specialty, the lead time varies depending on how many orders are placed ahead of schedule. The manufacturer has orders ahead of Fairview Cemetery, and any additional orders would cause more than a 1-year delay in manufacturing. In order to keep the project timeline on track, the City Manager authorized the purchase of the columbarium units with the 50% deposit required on November 4, 2024. The second portion of this agenda item is to ratify the expenditure of \$86,325.60, or 50% of the cost of the units in order to begin the manufacturing process, signed by the City Manager on November 4, 2024.

The loan to the Cemetery Fund has a positive return on investment and offers the opportunity to supplement revenue to the dwindling fund, as well as create additional space needed in the actual cemetery.

The remaining portion of the Fairview Cemetery Section 9 Expansion Project includes the brick columbarium, which will be put out for bid. This portion of the project will come in a future agenda item when bids are received.

FISCAL IMPACT:

\$174,471.20 loan from FY2025 General Fund to be reimbursed by the Cemetery Operating Fund FY25. A loan amortization schedule will be provided when the project is complete. This item was included in the adopted budget.

RECOMMENDATION:

- A. Approve Resolution No. 2024-132 of the City Council of the City of Bastrop, Texas approving a loan from the General Fund for the purchase of the columbarium units for the Fairview Cemetery Section 9 Expansion Project, at a cost of \$174,471.20 (one hundred seventy-four thousand, four hundred seventy-one and 20/100 cents); as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- B. Approve Resolution No. 2024-163 of the City Council of the City of Bastrop, ratifying the expenditure of \$86,325.60 to sole source provider, Architarium, LLC as attached in Exhibit B (Manufacturing Agreement)

ATTACHMENTS:

- Exhibit A - Resolution No. R-2024-132
- Exhibit B – Manufacturing Agreement

RESOLUTION NO. R-2024-132

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A LOAN FROM THE GENERAL FUND FOR THE PURCHASE OF THE COLUMBARIUM UNITS FOR THE FAIRVIEW CEMETERY SECTION 9 EXPANSION PROJECT, AT A COST OF \$174,471.20 (ONE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SEVENTY-ONE AND 20/100 CENTS); 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 of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

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

WHEREAS, the City Council of the City of Bastrop understands the importance of providing an overall lower cost and shorter timeline to the Fairview Cemetery Section 9 Expansion project; and

WHEREAS, the City of Bastrop will provide a loan from the FY2024 General Fund to be reimbursed by the Cemetery Fund FY25.

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 purchase the columbarium units for the Fairview Cemetery Section 9 Expansion project, at a cost of \$174,471.20.

Section 2: The City Council of the City of Bastrop, Texas has found Architarium to be a subject matter expert in the field of columbarium structures.

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, Texas this 12th day of November, 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUTION NO. R-2024-163

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RATIFYING AN EXPENSE IN THE AMOUNT OF \$86,325.60 (EIGHTY-SIX THOUSAND, THREE HUNDRED TWENTY-FIVE AND 60/100) TO SOLE SOURCE PROVIDER, ARCHITARIUM, LLC, AS ATTACHED IN EXHIBIT B, FOR THE PURCHASE OF THE COLUMBARIUM UNITS FOR THE FAIRVIEW CEMETERY SECTION 9 EXPANSION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council of the City of Bastrop understands the importance of providing an overall lower cost and shorter timeline to the Fairview Cemetery Section 9 Expansion project; and

WHEREAS, the need to place an order for the columbarium units was necessary to complete the project on time and under budget; and

WHEREAS, the City of Bastrop will provide a loan from the FY2024 General Fund to be reimbursed by the Cemetery Fund FY25.

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 purchase the columbarium units for the Fairview Cemetery Section 9 Expansion project, at a total cost of \$174,471.20.

Section 2: That the deposit of \$86,325.60 as a 50% deposit is ratified as of November 12, 2024.

Section 3: The City Council of the City of Bastrop, Texas has found Architarium to be a subject matter expert in the field of columbarium structures.

Section 4: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 5: 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, Texas this 12th day of November, 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ARCHITARIUM

Your Columbarium Project Source™

www.architarium.com

sales@architarium.com | 1-888-310-2038 | 4004 Woodbury Dr. Austin, TX 78704

Initial SC / _____

**COLUMBARIUM MANUFACTURING AGREEMENT
10/24/2024**

A. Parties. Capitol Engraving Co. Inc. d.b.a. Architarium of Austin, TX (“Manufacturer”) and City of Bastrop, Fairview Cemetery of Bastrop, TX (“Client”) have entered into a binding agreement to manufacture columbarium components as described below.

B. The Manufacturer Agrees:

1. **Labor and Materials.** To furnish all necessary material and labor and to manufacture at its plant at 4004 Woodbury Drive in Austin, TX and deliver columbarium components to the Client at:

**City of Bastrop, Fairview Cemetery
1307 State Hwy 95
Bastrop, TX 78602**

2. **Manufacture.** To fabricate the columbarium (“Components”) according to the plans and specifications described in this Agreement. Manufacturer acts as a supplier, *not as a subcontractor*.

3. **Skill.** To prepare the Components in a good and workmanlike manner, from materials of good quality, with no defects that will prevent installation.

4. **Delivery.** Completion and delivery of the Components is *estimated* at **36 - 42** business weeks from receipt of deposit and signed manufacturing agreement. *Any delays in response to Manufacturer’s requests for information, decisions or approvals may impact the delivery date.* Any delivery delay will be based on the current manufacturing schedule, not the numbers of days of response delay.

C. The Client Agrees:

1. **Acceptance of Goods:** Components will be inspected by Client at the time of delivery.

2. **Columbarium Pricing: Flat Wall Insert**

Configuration	Niches / Section	Sections	Total Price
6W Col x 4H Row 12”	24	10	\$87,630.40
2W Col x 6H Row 8”	12	20	\$85,020.80

3. **Shipping.** Delivery to the above address by Architarium: **\$1,820.00**

4. **Pricing.** Pricing is valid for 30 days from the date that this contract is tendered to the Client. In addition, in the event of any delay of commencing production exceeding 30 days resulting solely from the Client’s actions, the Client agrees that any increased costs and charges incident to the completion of the articles shall

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Initial SCF /

be increased accordingly, but only to the point of absorbing any increases in costs of material due to such delay by the Client and necessarily paid by Manufacturer. A working drawing is provided after receipt of signed manufacturing agreement and deposit. Field visits, shipping and installation are not included in the pricing unless explicitly itemized. All customer drawings generated by Architarium must be approved by the Client. These drawings will define columbarium dimensions and estimated weight.

5. **Payment.** Client shall pay to Manufacturer a deposit equaling 50% of the columbarium cost in production (such deposit is calculated as **\$86,325.60**). **The columbarium balance is due within 15 business days of completion of order.** Late payment charges of 1.5% per month will accrue on all balances starting 15 days after final invoice date. If the Client is not ready to take delivery, not to exceed two weeks from columbarium completion. Architarium can store the columbarium for a fee of \$200.00 per week after the first 15 days of storage.

D. It is further mutually agreed:

1. **Risk of Loss.** That any loss from the destruction of any completed, or partially completed units, which may occur prior to delivery thereof by Manufacturer, shall be borne by Manufacturer. Any loss from destruction, breakage or otherwise, however caused, which may occur after delivery of completed Components, shall be suffered by the Client if such loss is not occasioned by some act or omission of duty on the part of Manufacturer.

2. **Transfer of Title.** That the title to the completed units shall pass to the Client upon delivery C.I.F. and acceptance at

City of Bastrop, Fairview Cemetery

1307 State Hwy 95

Bastrop, TX 78602

3. **Cancellation.** The Client shall reimburse Manufacturer for all work performed and materials purchased if Client halts production, provided, however, such halt is not for reason of breach of this agreement by Manufacturer.

4. **Excuse for Non-performance.** Impossibility of performance by reason of any act of God, war, hurricane, flood, legislative, executive or judicial act of the Government, the State or of any political subdivision or municipality thereof or from any other similar to dissimilar cause which cannot be prevented by either party hereto by the exercise of proper diligence, shall excuse performance of this agreement.

5. **Photography.** The Manufacturer has rights to photograph and publish content related to Components.

E. Specification.

Model 1540, Flat Wall Insert

Niches 12"x12"x12" (Inside dimension 11.125"W x 10.75"H x 11.125"D)

Niches 8"x8"x12" (Inside dimension 7.125"W x 6.75"H x 11.125"D)

Included: 8 spare niche faceplates of each size

Faceplate material: TBD

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Included: faceplate removal and attachment instructions; email and phone support; hardware; faceplate removal/replacement tools.

F. Entire Agreement and Modifications. This Agreement contains the entire Agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of the Agreement will be binding upon the parties unless explicitly noted in this Agreement. This Agreement may be modified by subsequent agreement of the parties only by mutual consent set forth in writing, modifications may incur additional costs to Client. Any facsimile / email transmission of this Agreement stored by Manufacturer in electronic or paper form shall constitute an original for all purposes.

G. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

H. Jurisdiction and Venue. If there is any dispute arising out of this Agreement, the law of the State of Texas shall apply. Venue will be exclusively in Travis County, and you hereby consent to the jurisdiction of the courts therein.

I. Authority. The representatives for Manufacturer and Client listed below are the authorized agents of their respective party for this project. Additional authorized agents must be provided in writing. Any other individuals will be redirected to the appropriate agent to ensure communications go through duly authorized agents. All instructions and commitments will be issued in written, not oral, form.

J. Trade Secrets.

1. It is understood between the parties that Manufacturer will have to disclose to Client confidential information, inventions, and processes that are the Manufacturer's property, used in the course of Manufacturer's business. In particular, Client will have access to and be dealing with such confidential matters in connection with this Agreement. Client hereby agrees that it, along with its principals, owners, officers, employees and agents, will not disclose to anyone, directly or indirectly, any of such confidential matters, or use them other than in the course of this agreement, except to the extent required under the Texas Public Information Act.

2. All documents that Client receives, or confidential information that might be given to the same in the course of work under this agreement, are the exclusive property of Manufacturer. Under no circumstances shall any such information or documents be disclosed or discussed with anyone other than Manufacturer without Manufacturer's written consent first being obtained, except to the extent required under the Texas Public Information Act.

3. Public Information Act. Notwithstanding the foregoing, the Manufacturer acknowledges that the City and the work under this contract are subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code Chapter 552). The Manufacturer shall

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specifically and conspicuously mark in red any documents containing trade secrets or confidential information provided to the City to identify the information as such. The City of Bastrop will follow all requirements and procedures in the Texas Public Information Act when responding to requests for disclosure of documents.

K. Limited Warranty. The finished product is subject to Manufacturer's Limited Warranty, provided separately.

L. Disclosure. Client acknowledges the following facts about columbarium face plate materials. Stone may vary in color and appearance, even within the same lot and quarry. Tile and slab for a given type of stone may not originate from the same suppliers and may not match exactly. Stone that is unsealed may discolor temporarily or permanently. Any material placed horizontally on the ground or against a wall containing mortar or other alkaline substance like limestone may experience wear or staining quickly.

M. Compliance with Texas Governmental Procurement Verifications. The Manufacture shall comply with the governmental procurement requirements for certain verifications by executing the verification attached hereto as Exhibit A.

N. Authorization. By signing below, I confirm that I have the authority to enter into this agreement and agree to its terms.

Paul Pinigis Date

Architarium
4004 Woodbury Dr.
Austin, TX 78704
(512) 441-8885

Sylvia Carrillo 04/11/2024
Sylvia Carrillo (Nov 4, 2024 10:07 CST)

Signature Date

Sylvia Carrillo City Manag
Printed Name Title

City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800
DWN1418

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EXHIBIT A

Compliance with Texas Governmental Procurement Requirements

A. HB 1295 Compliance.

The Manufacturer will comply with Section 2252.908 of the Texas Government Code, which requires the Manufacturer to fill out a conflict of interest form (“Disclosure of Interested Parties”) and file it with the City at the time the signed contract is submitted to the City. The City then files it with the Texas Ethics Commission. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. No Boycott of Israel.

Pursuant to Section 2270.0002, Texas Government Code, the Manufacturer hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel (“Israel”) and, will not boycott Israel during the term of this Agreement. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Manufacturer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Manufacturer and exists to make a profit.

C. The Manufacturer is not a Terrorist Organization.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Manufacturer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas

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Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Manufacturer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Manufacturer and exists to make a profit.

D. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, the Manufacturer hereby verifies and represents that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001(1), Texas Government Code. The Manufacturer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Manufacturer and exists to make a profit.

E. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, the Manufacturer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by Senate Bill 19). The Manufacturer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Manufacturer and exists to make a profit.

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VERIFICATION

The undersigned hereby affirms that they are the authorized representative and agent of the Manufacturer, **Architarium**, for the purpose of making this verification, and that all representations in this Exhibit A, incorporated herein by this reference, are true.

Paul Pinigis

Date



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on Resolution No. R-2024-157, Awarding a contract, attached as Exhibit A, for the Bastrop Power & Light 4th Feeder Design to McCord Engineering, Inc. in the amount not to exceed Sixty-Three Thousand and 00/100 Dollars (\$63,000.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ITEM SUBMITTED BY:

Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

Bastrop Power & Light is committed to constantly improving the City's electrical system to provide the most reliable service to our citizens. Another feeder will provide us the ability to transfer some of the load from the two other feeders to be able to provide more capacity to serve further growth in the City.

POLICY EXPLANATION:

It is vital to maintain fiscal responsibility by constantly making system improvements.

FUNDING SOURCE:

The cost of the contract to McCord Engineering, Inc. in the amount not to exceed Sixty-Three Thousand and 00/100 Dollars (\$63,000.00).

RECOMMENDATION:

Consider and act on Resolution No. R-2024-157, Awarding a contract, attached as Exhibit A, for the Bastrop Power & Light 4th Feeder Design to McCord Engineering, Inc. in the amount not to exceed Sixty-Three Thousand and 00/100 Dollars (\$63,000.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2024-157
- McCord Engineering, Inc Contract
- McCord Engineering Certificate of Liability Insurance
- Feeder Map

RESOLUTION NO. R-2024-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AWARDED A CONTRACT, ATTACHED AS EXHIBIT A, FOR THE BASTROP POWER & LIGHT 4TH FEEDER DESIGN TO MCCORD ENGINEERING, INC. IN THE AMOUNT NOT TO EXCEED SIXTY-THREE THOUSAND AND 00/100 DOLLARS (\$63,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

WHEREAS, The City of Bastrop has recognized the need for another feeder to provide more capacity to serve further growth in the City.

WHEREAS, the City Council finds that a very significant public interest is served by the completion of a new 4th Feeder.

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 a Bastrop Power & Light 4th Feeder Design between the City of Bastrop and McCord Engineering, Inc. in Bastrop, Texas.

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, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November 2024.

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant 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 **McCord Engineering, Inc.** (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”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	McCord Engineering, Inc. 916 Southwest Parkway East College Station, TX 77840 Attn: Rex N. Woods, P.E. rwoods@mccordeng.com
General Description of Services:	See Exhibit A-2
Maximum Contract Amount:	\$63,000.00
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 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 of 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 be fully responsible to the City for the acts and omissions of its subcontractors. 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 LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, 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,

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 3

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 HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, 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

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 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 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.

McCord Engineering, Inc.

CITY OF BASTROP

By: 

By: _____

Printed Name: Rex N. Woods, P.E.

Printed Name: _____

Title: President/Owner

Title: _____

Date: 10-28-2024

Date: _____

EXHIBIT A-1

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

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1231773

Date Filed:
10/28/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
McCord Engineering, Inc.
College Station, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Bastrop

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
4th Feeder Design
General Services Contract - Bastrop Power & Light, 4th Feeder Design (BPL-3-F.2)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McCord, Jimmy	College Station, TX United States	X	
	Woods, Rex	College Station, TX United States	X	
	Cerny, Julie	College Station, TX United States	X	
	Parker, Kathy	College Station, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kathy J. Parker, and my date of birth is 7/25/1958.

My address is 17947 Wigeon Trail, College Station, Tx, 77840 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 28th day of October, 2024.
(month) (year)

Kathy J. Parker
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services **dated October 14, 2024**

(See Attached)



McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

Specific Project Proposal

for

Bastrop Power & Light

4th Feeder Design

BPL-3-F.2

October 14, 2024



McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

**Bastrop Power & Light
4th Feeder Design**

McCord Engineering, Inc. (hereinafter called “MEI”) defines the scope and objective of this proposed project for Bastrop Power & Light (hereinafter called “BP&L”) hereafter.

I. SCOPE AND OBJECTIVE.

A. Project Definition

MEI will design a new #336 ACSR overhead power line to be utilized by BP&L as a 4th feeder out of the Bastrop Substation. The new feeder will begin at the existing Bastrop Substation and end approximately 1.75 miles away at the Highway 95 and Farm Street intersection. Also, the new #336 feeder will extend from S.H. 21 to S.H. 71 along Highway 95 for approximately 0.75 miles. The total length of the new feeder line is approximately 2.5 miles. In addition to providing a sealed design, MEI will assist BP&L with staking, bid solicitation, and construction management for this project.

B. Project Scope of Work

MEI Field Engineering and Design Activities

1. MEI will perform field work to obtain all information necessary to design the power line improvements. MEI will obtain the existing power line’s field information using IKE and RTK GPS.
2. MEI will review the preliminary electric design with BP&L staff and revise as required.
3. MEI will provide a list of materials required for the project.
4. MEI will determine and draw up all highway permit requirements for TXDOT as required. MEI will also prepare any LCRA permits and coordinate with Bluebonnet Electric Cooperative (BBEC) as required.
5. MEI will provide final plans for construction with an engineer’s seal. Plans will include plan and profile drawing, staking sheets, sag charts, distribution pole usage report, and construction drawing.

6. MEI will complete the field staking.
7. MEI will put together construction bid packet and assist in bid solicitation and awarding.

C. MEI Deliverables

1. Final plans for construction with an engineer’s seal. Plans will include plan and profile drawing, staking sheets, sag charts, distribution pole usage report, and construction drawing.
2. Construction bid packet
3. Field Staking prior to construction

D. BP&L to Provide

1. All materials as specified
2. Any surveying to determine easements/property line locations that may be needed.
3. Locates are to be provided by 811 or BP&L.
4. Any easement acquisition, if required

II. COST ESTIMATE

MEI proposes the compensation and terms for the furnishing of engineering services for this project shall be a not to exceed (NTE) amount of **\$63,000**. MEI will invoice Bastrop Power & Light monthly based on MEI’s current fee schedule. Note that the engineering NTE amount is about 10% of the estimated overall total cost for the project of \$630,000.

The NTE breakdown for tasks required is as follows (*for reference and estimate only*):

1. Fieldwork	\$5,000
2. Preliminary Design on PLS, staking sheets, AutoCAD	\$15,000
3. Meetings and coordination	\$8,000
4. TxDOT and LCRA Permits	\$5,000
5. Final design submittal	\$2,000

Specific Project Proposal (Continued)
Bastrop Power & Light – 4th Feeder Design

- 6. Material list based on final design \$5,000
- 7. Construction bid package preparation and assistance with bidding \$10,000
- 8. Field staking \$3,000
- 9. Construction management (about 5 trips and coordination) \$10,000

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.


Bastrop Power and Light
Client

By _____

Name _____

Date _____

McCord Engineering, Inc.
Engineer

By  _____

Name Rex N. Woods, P.E., President

Date 10-14-2024

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

I, Rex N. Woods, P.E. (printed person's name), the undersigned representative of (Company or Business name) McCord Engineering, Inc. (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10-28-2024

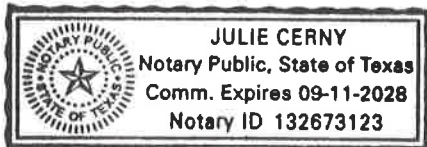
DATE

[Signature]

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 28th day of October, 2024, personally appeared Rex N. Woods, P.E., the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]

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	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 Sugar Land) 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 Sugar Land)

- \$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.



CERTIFICATE OF LIABILITY INSURANCE

DATE
10, Item 9F.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 ANCO Insurance
 PO Box 3889
 Bryan TX 77805

INSURED MCCOENG-01
 McCord Engineering Inc.
 916 Southwest Pkwy East
 College Station TX 77840

CONTACT NAME: Dana Hosea
PHONE (A/C. No. Ext): 979-776-2626
E-MAIL ADDRESS: ancocentral@anco.com
FAX (A/C, No): 979-774-5372

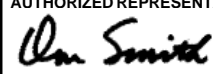
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co.	20508
INSURER B : Continental Casualty Co.	20443
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Hartford Underwriters Insuranc	30104
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1646189506 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7013633066	1/2/2024	1/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7018208343	1/2/2024	1/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7013633083	1/2/2024	1/2/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001262414	1/2/2024	1/2/2025	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			61SBABC0NFK	1/2/2024	1/2/2025	see below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Bastrop Engineering and Capital Project Management Department PO Box 427 1311 Chestnut Street Bastrop TX 78602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE: 10/ Item 9F.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	CONTACT NAME: Deanna Dyer PHONE (A/C. No. Ext): 713-552-1900 E-MAIL ADDRESS: ddyer@risksspecialtygroup.com		FAX (A/C. No.): 713-513-5411
	INSURER(S) AFFORDING COVERAGE		
INSURED McCord Engineering, Inc. 916 Southwest Parkway East College Station TX 77840	INSURER A : RLI Insurance Company		NAIC # 13056
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

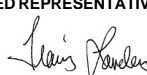
COVERAGES **CERTIFICATE NUMBER:** 7614183 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability "claims made"			RDP0054998	6/25/2024	6/25/2025	Per Claim Limit \$2,000,000 Aggregate Limit \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

City of Bastrop Engineering and Capital Project Management Dept. PO Box 427 1311 Chestnut Street Bastrop TX 78602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date: 04/23/2024

Endorsement No: 25; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7018208343

Policy Effective Date: 01/02/2024



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/2/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001262414 of Texas Mutual Insurance Company effective on 1/2/24

Issued to: MCCORD ENGINEERING INC



This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/20/23

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. "**Bodily injury**" or "**property damage**"; or
 - b. Offense that caused the "**personal and advertising injury**";
 for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,
 in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:**

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:**

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

- 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or **"your work"** done under a contract with that person or organization and included within the **"products-completed operations hazard."**

All other terms and conditions of the Policy remain unchanged.

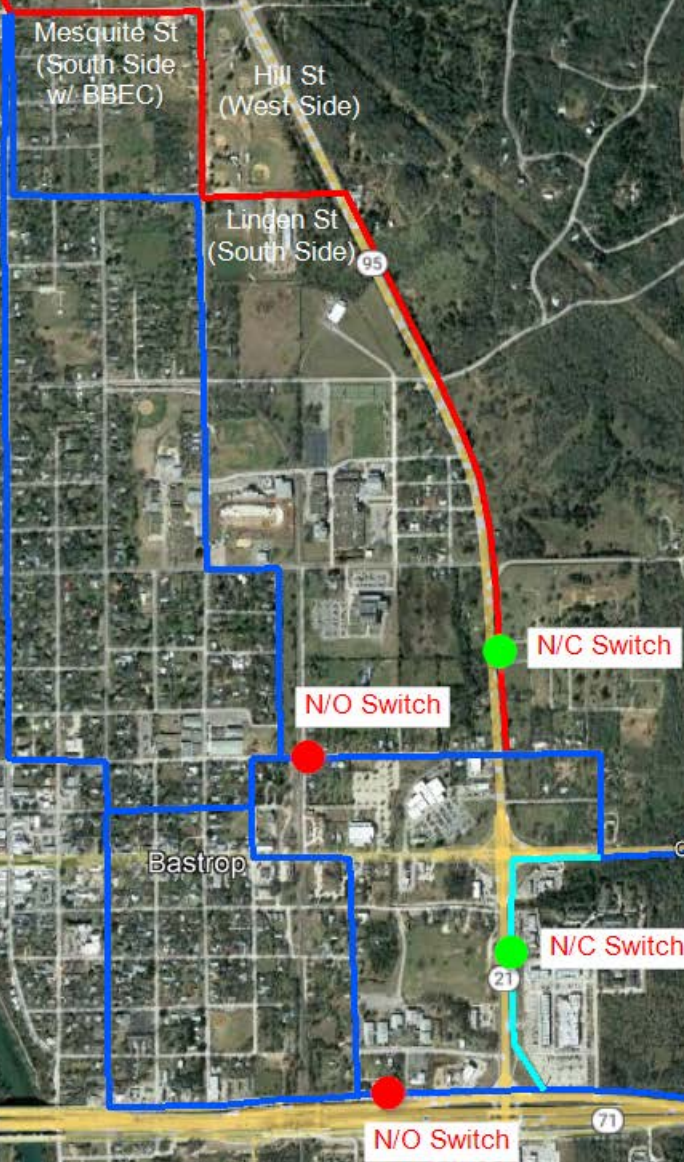
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Bastrop Substation

Item 9F.

- Existing #336
- Proposed 4th Feeder #336
- Additional #336 Option



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STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

TABLED 10/22/2024: Consider and act on first reading of Ordinance No. 2024-36, Amending 2024 Fiscal Year Budget Following Existing Statutory Requirements; Detailing Appropriations Contained Herein as *Exhibit A*; Repealing all Prior Ordinances and Actions in Conflict Herewith; Establishing an Effective Date and Publication.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

The FY2024 budget was approved by City Council on September 19, 2023. Prior financial adjustments were handled on a monthly basis. This year, under a new Finance Director and direction from the City Manager, the adjustment is made as a one-time adjustment at years end. This helps to create a better understanding of revenues to expenses as an annual adjustment.

Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested. A summary is presented below:

Type	Amount	Description
<i>Total Adjustment</i>	\$ 1,895,712	
Real Property Purchases	\$ 1,246,762	Amount from Fund Balance for this purpose
Legal	\$ 258,600	Overage from Budget/Transfer from other funds
Salaries ACM/Assistant To CM	\$ 142,935	Transfer from originating department
Cemetery	\$ 40,200	Offset by revenues directly related to burials
Special Bird Project	\$ 40,000	Offset by a revenue- donation for the project
Municipal Court	\$ 38,015	Dragup Pay-Employee Retirement/Offset by Court Fines
Engineering	\$ 103,000	Salaries and Additional Engineering Services/Offset with salary savings, and interest income
Hunters Crossing	\$ 5,000	Legal Services/Offset by interest income
Community Events Support	\$ 21,200	Barricades for Parades/Offset by fund balance
<i>Total</i>	\$ 1,895,712	

This item was originally brought before Council on October 22, 2024, and was tabled so that Council Members could review the material more thoroughly and ask questions.

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

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

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

City Council to approve Ordinance No. 2024-36 on first reading as presented.

ATTACHMENTS:

- Ordinance No. 2024-36



ORDINANCE NO. 2024-36

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE 2024 FISCAL YEAR BUDGET FOLLOWING EXISTING STATUTORY REQUIREMENTS; DETAILING APPROPRIATIONS CONTAINED HEREIN AS *EXHIBIT A*; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; ESTABLISHING AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2024; and

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

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

SECTION 1: That the proposed budget amendment(s) for the Fiscal Year 2024, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted, and approved as the amended budget of said City for Fiscal Year 2024.

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

SECTION 3: This ordinance shall take effect upon the date of final passage and publication is satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ AND APPROVED by the Bastrop City Council on first reading on this **12th** day of **November 2024**.

READ AND ADOPTED by the Bastrop City Council on second and final reading on this **10th** day of **December 2024**.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

GENERAL FUND

Budget Amendment #1: General Fund-City Manager Expenditures FY 2024 Budget Book (Page 116)

Original Budget	\$ 657,348
Budget amendment Ord #2023-39	\$ (83,317)
Operational Salaries (101-03-00-5101)	\$ 87,300
Longevity (101-03-00-5116)	\$ 535
Overtime (101-03-00-5117)	\$ 3,300
Social Security (101-03-0-5150)	\$ 3,000
Retirement (101-03-00-5151)	\$ 21,800
Group Insurance (101-03-00-5155)	\$ 14,100
Workers Comp (101-03-00-5156)	\$ 2,500
Unemployment Tax (101-03-00-5544)	\$ 3,400
Travel & Training (101-03-00-5605)	<u>\$ 7,000</u>
 New Total Expenditure	 \$ 713,966

This budget amendment is needed to move the include positions of Assistant City Manager and Assistant to the City Manager that were originally budgeted in Fire and Development Services, respectively. These are reflected in the proposed budget amendments 2 and 12.

* * * * *

Budget Amendment #2: General Fund-Fire Department Expenditures FY 2024 Budget Book (Page 142-143)

Original Budget	\$ 1,685,059
Operational Salary (101-11-10-5101)	\$ (76,080)
Social Security (101-11-00-5150)	\$ (7,500)
Retirement (101-11-00-5151)	\$ (12,500)
Group Insurance (101-11-10-5155)	\$ (7,600)
Operational Salaries (101-11-10-5101)	\$ (23,000)
Operational Salaries (101-11-13-5101)	\$ (20,000)
Travel & Training (101-11-13-5605)	<u>\$ (3,500)</u>
New Total Expenditure	\$ 1,534,879

This budget amendment is needed to move the former Fire Chief's salary from Fire where it was originally budgeted to the City Manager Department (proposed budget amendment 1). It also transfers some unused budgeted funds to cover over-budget Legal Services in the Organization Department (proposed budget amendment 3).

* * * * *

Budget Amendment #3: General Fund-Organizational Expenditures
FY 2024 Budget Book (Page 115)

Original Budget	\$ 1,216,269
Legal Services (101-02-00-5525)	\$ 258,600
New Total Expenditure	\$ 1,474,869

This budget amendment is to increase the budget for Legal Services. This is a transfer of unused funds from several departments. These are reflected in the proposed budget amendments below (proposed budget amendments 2,5,6, and 7).

* * * * *

Budget Amendment #4: General Fund-Engineering Expenditures
FY 2024 Budget Book (Page 147)

Original Budget	\$ 248,814
Budget Amendment Ord #2023-39	\$ 83,317
Operational Salary (101-16-00-5101)	\$ 55,280
New Total Expenditure	\$ 332,131

This budget amendment is needed to increase Operational Salaries and Professional Services to cover over-budgeted items. This will be funded by unused budget amounts from Public Works and interest revenue (proposed budget amendment 10) above the budgeted amount.

* * * * *

Budget Amendment #5: General Fund-Public Work-Parks Expenditures
FY 2024 Budget Book (Page 149)

Original Budget	\$ 3,674,522
Budget amendment Ord #2023-39	\$ 250,000
Operational Salaries (101-18-10-5101)	\$ (25,000)
Group Insurance (101-18-10-5155)	\$ (7,000)
Supplies (101-18-10-5201)	\$ (3,280)
Professional Services (101-18-10-5505)	\$ (11,000)
Engineering (101-18-10-5530)	\$ (17,500)
Advertising (101-18-10-5601)	\$ (6,000)
Street Lighting (101-18-10-5603)	\$ (18,000)
Travel & Training (101-18-10-5605)	\$ (3,000)
Group Insurance (101-18-15-5515)	\$ (23,000)
Operational Salaries (101-18-19-5101)	\$ (60,000)
New Total Expenditure	\$ 3,750,742

This budget amendment is to reallocate unused funds to cover over budgeted items for Organizational and Engineering Expenses.

* * * * *

Budget Amendment #6: General Fund-Police Department Expenditures
FY 2024 Budget Book (Page 136-137)

Original Budget	\$ 4,491,359
Group Insurance (101-16-00-5155)	\$ (25,000)
New Total Expenditure	\$ 4,466,359

This budget amendment is to reallocate unused funds to cover over budgeted items for Organizational expenses

* * * * *

Budget Amendment #7: General Fund-Library Expenditures
FY 2024 Budget Book (Page 156)

Original Budget	\$ 884,571
Group Insurance (101-16-00-5155)	\$ (61,000)
New Total Expenditure	\$ 823,571

This budget amendment is to reallocate unused funds to cover over budgeted items for Organizational expenses

* * * * *

Budget Amendment #8: General Fund-Community Engagement Expenditures
FY 2024 Budget Book (Page 132)

Original Budget	\$ 1,025,237
Community Event Support (101-08-10-5622)	\$ 21,200
New Total Expenditure	\$ 1,046,437

*This budget amendment is needed to increase community event support for the purchase of barricades for events. **This item is funded through unused fund balance.***

* * * * *

Budget Amendment #9: General Fund-Municipal Court Expenditures
FY 2024 Budget Book (Page 146)

Original Budget	\$ 379,408
Operational Salaries (101-12-00-5101)	\$ 22,250
Longevity (101-12-00-5116)	\$ 170
Overtime (101-12-00-5117)	\$ 5,400
Social Security (101-12-00-5150)	\$ 1,975
Retirement (101-12-00-5151)	\$ 5,125
Group Insurance (101-12-00-5155)	\$ 960
Workers Comp (101-12-00-5156)	\$ 2,135
New Total Expenditure	\$ 417,423

This budget amendment is to increase personnel expenditures related to a long-time employee retiring. This increase was funded by additional municipal court fines in the proposed Budget Amendment 10.

Budget Amendment #10: General Fund-Revenue
FY 2024 Budget Book (Page 63)

Original Budget	\$ 287,300
Interest Income (101-00-00-4400)	\$ 42,250
Municipal Court Finds (101-00-00-4070)	\$ 38,015
New Total Revenue	\$ 325,315

Original Budget	\$ 245,000
Interest Income (101-00-00-4400)	\$ 42,250
New Total Revenue	\$ 287,250

This budget amendment will increase revenues to offset the expenditures for proposed Budget Amendments 4 and 9.

* * * * *

OTHER FUNDS

Budget Amendment #11: Land Acquisition
FY 2024 Budget Book

Original Budget	\$ 0
Real Property (151-00-00-6060)	\$ 1,246,762
New Total Expenditure	\$ 1,246,762

*This budget amendment is needed to cover the purchase of land by the City of Bastrop for various purposes. These purchases were approved by the Council. **This expenditures will be funded through available fund balance.***

* * * * *

Budget Amendment #12: Development Services Fund Expenditures
FY 2024 Budget Book (Page 80)

Original Budget	\$ 1,699,988
Budget Amendment Ord 2023-39	\$ 48,048
Operational Salary (108-15-06-5101)	\$ 38,100
Longevity (108-15-06-5116)	\$ 175
Social Security (108-15-06-5150)	\$ 2,300
Retirement (108-15-06-5151)	\$ 2,220
Group Insurance (108-15-06-5155)	\$ 1,560
Workers Comp (108-15-06-5156)	\$ 2,500
New Total Expenditure	\$ 1,794,891

This amendment includes the reclassification of the salary of the Assistant to the City Manager. This position was originally budgeted in Development Services and was transferred to the City Manager Department.

* * * * *

Budget Amendment #13: Hotel Occupancy Tax Fund-Hotel Tax Expenditures
FY 2024 Budget Book (Page 164)

Original Budget	\$ 4,701,754
Budget Amendment Ord 2023-39	\$ 25,000
Special Projects (501-86-00-5561)	\$ 40,000
New Total Expenditure	\$ 4,766,754

This is an amendment to increase special projects for the Bird Project. The corresponding revenue entry to record the donation received by the city to pay for this expense is proposed amendment 14.

* * * * *

Budget Amendment #14: Hotel Occupancy Tax Fund – Revenues
FY 2024 Budget Book (Page 78)

Original Budget	\$ 4,701,754
General Donations (501-00-00-4509)	\$ 40,000
New Total Revenue	\$ 4,741,754

This amendment is donations made for the Bird City Project. The corresponding expense is proposed budget amendment 13.

* * * * *

Budget Amendment #15: Fairview Cemetery Operating- Expenditure Fund
FY 2024 Budget Book (Page 89)

Original Budget	\$ 249,243
Professional Services (525-00-00-5505)	\$ 40,200
New Total Expenditure	\$ 289,443

This amendment is to offset expenses incurred over budgeted amounts by revenues collected for burial fees. The corresponding revenue to offset this expense is proposed amendment 16.

* * * * *

Budget Amendment #16: Fairview Cemetery – Revenues
FY 2024 Budget Book (Page 91)

Original Budget	\$ 163,400
Miscellaneous Revenue (525-00-00-4536)	\$ 40,200
New Total Revenue	\$ 203,600

This amendment is to record revenues collected for burials to offset expenses over budgeted amounts. The corresponding expense is proposed budget amendment 15.

* * * * *

Budget Amendment #17: Hunter’s Crossing PID- Expenditure Fund
FY 2024 Budget Book (Page 94)

Original Budget	\$ 559,019
Legal Services (710-00-00-5525)	\$ 5,000
New Total Expenditure	\$ 564,019

This amendment is to offset expenses incurred for legal services over budgeted amounts by revenues collected . The corresponding revenue to offset this expense is proposed amendment 18.

* * * * *

Budget Amendment #18: Hunter’s Crossing PID – Revenues
FY 2024 Budget Book (Page 93)

Original Budget	\$ 581,279
Interest Income (710-00-00-4400)	\$ 5,000

New Total Revenue **\$ 586,279**

This amendment is to record revenues collected for interest income to offset legal expenses over budgeted amounts. The corresponding expense is proposed budget amendment 17.



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on Resolution No. R-2024-158, Approving the 2024 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

The Texas Tax Code section 26.09(e) states that the assessor shall enter the amount of tax determined as provided by the tax code in the appraisal roll and submit it to the governing body of the unit for approval.

On October 30, 2024, the City of Bastrop received the Tax Roll and 2024 Tax Levy from Bastrop County Tax Assessor for the approval of the governing body.

On July 24, 2024, the City of Bastrop received the Certified totals from the Bastrop Central Appraisal District. These certified totals included properties that were under protest. It is best practice to only use 80% of the under-protest value when calculating the total amount of Ad Valorem revenue for budgeting purposes.

For budgeting purposes, the below table represents the total Ad Valorem tax approved for FY2025:

Property Tax Distributions			
	TAX RATE	PERCENT OF TOTAL	TAX REVENUE
GENERAL FUND:			
Current Tax	\$ 0.3032		4,979,150.47
Revenue from Tax Freeze Property			487,729.86
Delinquent Tax			25,000.00
Penalty and Interest			35,000.00
Total General Fund	\$ 0.3032	60.71%	5,526,880.33
DEBT SERVICE FUND			
Current Tax	\$ 0.1962		3,221,996.44
Revenue from Tax Freeze Property			315,608.84
Delinquent Tax			
Penalty and Interest			12,000.00
Total Debt Service	\$ 0.1962	39.29%	3,549,605.28
DISTRIBUTION	\$ 0.4994	100.00%	9,076,485.61

The totals in the table and the totals on the Exhibit A of the resolution are not the same. The total tax roll and tax levy provided by the Bastrop County Tax Assessor for this agenda item does not

include any amount under protest. This represents the original levy which may be revised as protests are settled and final amounts are received by the Bastrop County Tax Assessor for inclusion on the tax roll.

RECOMMENDATION:

Laura Allen, Assistant Finance Director recommends approval of Resolution No. R-2024-158, Approving the 2024 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

ATTACHMENTS:

- Resolution R-2024-158
- 2024 Tax Levy Report



RESOLUTION NO. R-2024-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE 2024 TAX ROLL AND TAX LEVY; ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop is governed by the Texas Tax Code; and

WHEREAS, the Texas Tax Code Section 26.09(e) requires the assessor to submit the appraisal roll to the governing body for approval; and

WHEREAS, the City Council of the City of Bastrop, Texas has found the Bastrop County Tax Assessor to be the designated official in this matter.

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

SECTION 1. That the City Council approve the 2024 Tax Roll and Total Tax Levy of Eight Million, Nine Hundred Forty-Eight Thousand, Three Hundred Thirty-Three Dollars and Eighty-One Cents (\$8,948,333.81) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop County Tax Assessor, to be the designated official in this matter.

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 12th day of November 2024.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

BASTROP COUNTY

Ellen Owens, PCAC, CTOP, PCC
Tax Assessor / Collector
Ellen.Owens@Co.Bastrop.Tx.Us



PO Box 579
Bastrop, TX 78602
512-332-7266

October 30, 2024

I, Ellen Owens, Tax Assessor / Collector for the City of Bastrop, am submitting the below Tax Roll as per Texas Property Tax Code 26.09(e) for your approval:

City of Bastrop	2024 Levy
Interest & Sinking	\$3,515,129.19
Maintenance & Operations	\$5,432,147.30
Personal Late Rendition Penalty	\$1,004.46
Personal Late Rendition Penalty Admin Fee	\$52.86
TOTAL 2024 TAX LEVY	\$8,948,333.81



Certified by: Ellen Owens, PCAC, CTOP, PCC
Bastrop County Tax Assessor / Collector

APPROVED as presented on this the _____ day of _____, 2024.

Mayor

ATTEST:

City Secretary



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE: POSTPONED 9/10/2024: Take no action on Resolution No. R-2024-114, of the City of Bastrop, Texas, denying the disannexation of land from the city's 1-mile extraterritorial jurisdiction, for 2.00 acres of property known as Nancy Blakey Abstract No. A98, located at 1285 West State Highway 71, Unit A, Bastrop, Texas in Bastrop County, Texas; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

The City Secretary received a petition for the release of a tract of land comprised of tract or parcel of land currently situated within the 1-mile ETJ of the City of Bastrop.

This item was originally heard at the August 27th, 2024, City Council meeting and was tabled after deliberation at the dais. The item was then re-presented at the September 10th, 2024, City Council meeting, where a motion was made to postpone the item to the next available City Council meeting date that would occur after the request for a sign variance was heard at the Zoning Board of Adjustment Meeting.

Since that time, Staff has made changes to the ETJ Petition for Release process that recommends the Council no longer take formal action at the dais regarding the approval or denial of an ETJ Petition for Release until after the Supreme Court case is heard by the Supreme Court of Texas has concluded.

POLICY EXPLANATION:

Texas Senate Bill 2038 passed by the Texas State Legislature in the 88th Legislative Session, Texas Local Government Code Chapter 42 allows for the release of an area from the City's extraterritorial jurisdiction ("ETJ") by petition of landowners or by election.

Pursuant to Texas Local Government Code Section 42.105(d), if a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

RECOMMENDATION:

Take no action on the proposed resolution at this time and allow the parcel to be released by operation of law per Section 42.105(d) of the Texas Local Government Code.

ATTACHMENTS:

- Resolution No. R-2024-114
- Location Map
- Petition

CITY OF BASTROP, TX
RESOLUTION NO. R-2024-114

DENIAL OF EXTRATERRITORIAL JURISDICTION RELEASE

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS,
DENYING THE RELEASE OF LAND FROM THE CITY'S
EXTRATERRITORIAL JURISDICTION AND PROVIDING
FOR FINDINGS OF FACT, REPEALER, SEVERABILITY,
EFFECTIVE DATE, PROPER NOTICE, AND MEETING.**

- WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS,** pursuant to Texas Senate Bill 2038 passed by the Texas State Legislature in the 88th Legislative Session, Texas Local Government Code Chapter 42 allows for the release of an area from the City's extraterritorial jurisdiction ("ETJ") by petition of landowners or by election; and
- WHEREAS,** pursuant to Texas Local Government Code Section 42.102, a resident of an area or the owners of the majority in value of an area in the City's ETJ may file a petition with the City Secretary for the area to be released from the ETJ; and
- WHEREAS,** pursuant to Texas Local Government Code Section 42.152, a resident of an area in the City's ETJ may request the City to hold an election to vote on the question of whether to release the area from the City's ETJ by filing a petition with the City Secretary; and
- WHEREAS,** the City Council received a petition from O. Allen Cassel on July 16, 2024, for the release of a certain tract of land from the ETJ ("Property"), which Property is more accurately described in **Exhibit A** which is attached hereto and incorporated herein; and
- WHEREAS,** *The City of Grand Prairie v. The State of Texas*, D-1-GN-23-007785, has been filed in the 261st District Court of Travis County, Texas, and challenges Senate Bill 2038 as an unconstitutional delegation of legislative authority (among other legal defects) and seeks to render the bill void and unenforceable in its entirety; and
- WHEREAS,** the above-named property is within the City's statutory one-mile ETJ; and

City of Bastrop
ETJ Release Resolution R-2024-114 – NO ACTION
TAKEN

November 4, 2024

WHEREAS, due to the nature of the lawsuit and the legitimate interests of our community, the City elects to reserve its rights to enforcement of regulations in the ETJ, until the conclusion of the pending litigation; and

WHEREAS, The City's ETJ has traditionally been regarded by the City as an important component of our comprehensive planning efforts, including land use, development, capital improvements (infrastructure), and the extension of utilities; and

WHEREAS, the City is inclined to proceed in a deliberate, cautious manner when considering whether to release an area pursuant to new legislation that is currently undergoing a legal challenge.

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

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

Section 2. Release Denied: The Petition is hereby considered verified; however, the Property as described in the Petition included as **Exhibit A** is denied and shall not be released from the City's ETJ pending the outcome of the *City of Grand Prairie v. The State of Texas* litigation.

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

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

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

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

PASSED & APPROVED on First Reading by the City Council of the City of Bastrop, on this, the 27th day of August 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Irma Parker, Interim City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

July 12, 2024

Item 91.

JUL 16 2024

Alan J. Bojorquez
Bojorquez Law Firm
Bastrop City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759

Via: U.S. Postal Service Certified Mail Number 7019 2970 0001 5629 0219 Return Receipt

Re: Petition for Release from the Extraterritorial Jurisdiction of the City of Bastrop

Dear Mr. Bohorquez,

1. O. Allen Cassel (“Owner”) files this Petition pursuant to TEX. LOC. GOV’T CODE § 42.102.
2. O. Allen Cassel owns property within the extraterritorial jurisdiction of the City of Bastrop located at 1285 W SH 71, Bastrop, Texas 78602, PID 56645 (the “Property”). *See* Exhibit A (Deed and Property Map).
3. Owner hereby Petitions the City of Bastrop to release of Owner’s Property from its extraterritorial jurisdiction.
4. Pursuant to TEX. LOC. GOV’T CODE § 42.102, an owner or owners of majority in value of an area in a municipality’s extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner’s property in question meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101 and the petition requirements of TEX. LOC. GOV’T CODE § 42.104.
5. Owner’s Property meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101.
6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV’T CODE § 42.101, the undersigned swears that the Property is not:
 - (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV’T CODE § 43.0117, at which an active training program is conducted;
 - (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:
 - (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and
 - (B) that has a population greater than 240,000;
 - (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Bastrop Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompany this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

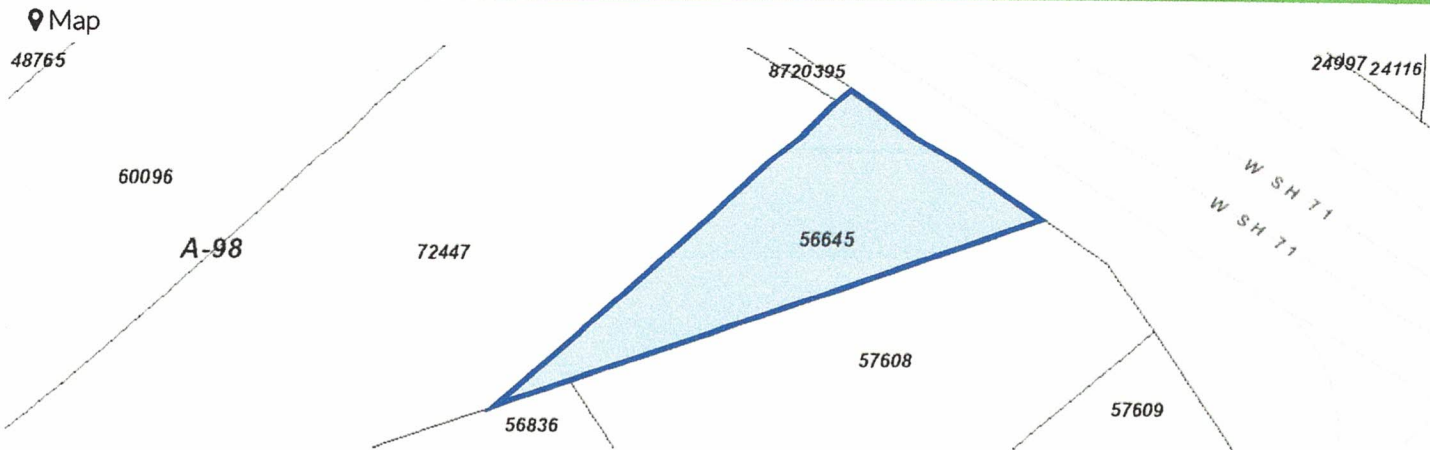
15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.
16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the City of Bastrop, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.
17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

**EXHIBIT A
DEED AND PROPERTY MAP**

Item 91.

(INSERT DEED AND CAD MAP HERE.)

Property ID: 56645 For Year 2024



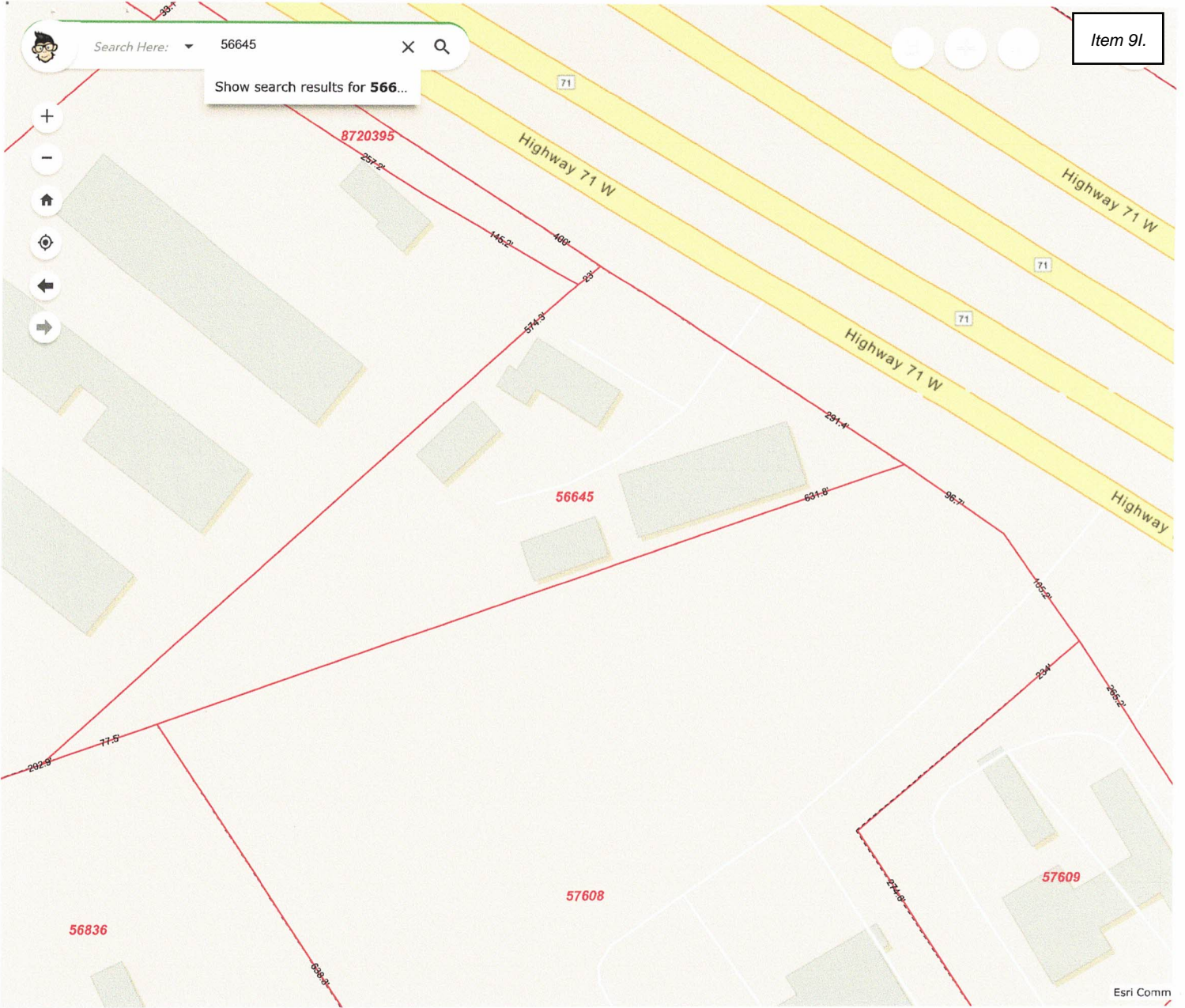
Property Details

Account	
Property ID:	56645
Geographic ID:	R56645
Type:	Real
Zoning:	
Property Use:	
Location	
Situs Address:	1285 W SH 71 UNIT A BASTROP, TX 78602
Map ID:	Mapsco:
Legal Description:	A98 BLAKEY, NANCY, ACRES 2.000
Abstract/Subdivision:	A98 - Blakey, Nancy
Neighborhood:	NBHD0313
Owner	
Owner ID:	651674
Name:	CASSEL, O ALLEN
Agent:	
Mailing Address:	P O BOX 534 BASTROP, TX 78602
% Ownership:	100.00%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

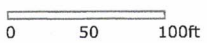
Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$318,022 (+)
Land Homesite Value:	\$0 (+)
Total Value:	\$318,022 (+)

Item 9I.



Esri Comm

30°06'46"N 97°25'03"W



174

GENERAL WARRANTY DEED

12951

THE STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

That I, RICHARD WELCH, not joined herein by my wife, for the reason that the hereinafter described property forms no part of any property owned, used, claimed or occupied by us as our homestead, but constitutes ordinary community property over which I have control, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by O. ALLEN CASSEL, of Bastrop County, Texas, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, no part of which consideration is secured by a lien, either expressed or implied, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said O. ALLEN CASSEL, subject to any reservations and restrictions contained herein, an undivided one-half (1/2) interest in and to the following described real property in Bastrop County, Texas, to-wit:

A tract or parcel of land being 2.000 acres of land located in Bastrop County, Texas, being a part of the NANCY BLAKEY SURVEY, Abstract No. 98, and being a part of that certain 18.568 acre tract of land from Wayne Meuth and Charley Kirk to Richard Welch, dated August 1, 1984, and recorded in Volume 339, Page 197 in the Deed Records of Bastrop County, Texas, said 2.000 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anyway belonging, unto the said grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any and all conditions, restrictions, reservations, and leases, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk, Bastrop County, Texas.

EXECUTED this 6 day of December, 1985.

Richard Welch
RICHARD WELCH

STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on the 6 day of December, 1985, by RICHARD WELCH.

My commission expires:

11/05/88
NOTARY SEAL

Nancy Cude
NOTARY PUBLIC - STATE OF TEXAS
NANCY CUDE
Print Name of Notary

The mailing address of the Grantee:

Box 534
Bastrop, W. 78608

TRACT B2

FIELD NOTE DESCRIPTION FOR A 2.000 ACRE TRACT:

A tract or parcel of land being 2.000 acres of land located in Bastrop County, Texas, being a part of the Nancy Blakey, Abstract No. 98, and being a part of that certain 18.668 acre tract of land from Wayne Huth and Charley Kirk to Richard Welch, dated August 1, 1984 and recorded in Volume 339, Page 197 in the Deed Records of Bastrop County, Texas, and being more particularly described by metes and bounds as follows, to wit:

Beginning at an iron rod found in the Southwest line of State Highway No. 71 at the East corner of said 18.668 acre tract for the East corner and POINT OF BEGINNING of the herein described tract;

Thence leaving the Southwest line of said State Highway No. 71, South 72 degrees 38 minutes 26 seconds East, a distance of 748.71 feet to an iron rod set in the Southeast line of said 18.668 acre tract for the West corner of this tract;

Thence leaving the Southeast line of said 18.668 acre tract, North 50 degrees 26 minutes 33 seconds East, a distance of 615.97 feet to an iron rod set in the Northeast line of said 18.668 acre tract, the Southwest line of said State Highway No. 71 for the North corner of this tract;

Thence with the Southwest line of said State Highway No. 71, the Northeast line of 18.668 acre tract, South 72 degrees 38 minutes 26 seconds West, a distance of 573.56 feet to the POINT OF BEGINNING containing 2.000 acres of land, more or less.

Surveyed July 31, 1985



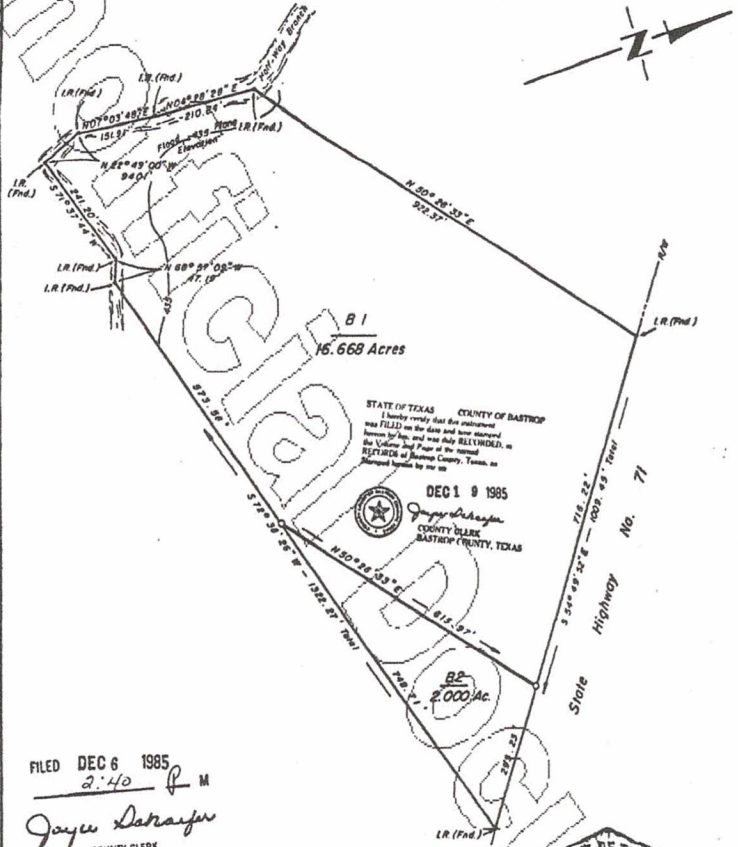
William S. Abraham
William S. Abraham
Registered Public Surveyor No. 2052

EXHIBIT "A"
PAGE ONE OF TWO

Document

NANCY BLAKEY SURVEY
A-98
BASTROP COUNTY, TEXAS

CVOL 400 PAGE 394



STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that the contained
has been filed on the date and hour stated
by me, and was duly RECORDED, in
the Volume and Page of the record
REPERTORY of Bastrop County, Texas, as
stipulated herein by me on

DEC 19 1985
Jaye DeGraaf
COUNTY CLERK
BASTROP COUNTY, TEXAS

FILED DEC 6 1985
2:40 P M

Jaye DeGraaf
COUNTY CLERK
BASTROP COUNTY, TEXAS

EXHIBIT "A"
PAGE TWO OF TWO



William S. Abraham
Registered Public Surveyor No. 2053

This tract of land is recorded in Volume 339 Page 197
of the BASTROP County, Texas DEED Records.
I do hereby certify that above plot is an accurate plot of a survey made under my
superintendence on July 31, 1985.
I further certify that there are no encroachments unless noted on this property at this time
and that all improvements lie wholly within the lot boundary lines of the property described above.

SURVEY MAP SHOWING A 16.668 & A 2,000 ACRE TRACT		SCALE	1" = 200'
FOR:	RICK WELCH	DWG #	A-7-85-462
		REV.	PC 7/31/85
WILLIAM S. ABRAHAM, SURVEYOR — BASTROP, TEXAS			
RT. 2 BOX 91C ZIP CODE: 78602 PHONE: (512) 321-5823			

Owner Name: (Name of Owner)

Item 91.

By: Oscar Allen Casse
Printed Name

Its: Owner
Title

O. Allen Casse
Signature

04/18/1939
Date of birth

1503 Water St.
Residence address

12/12/2024
Date of signing

EXHIBIT B
AFFIDAVIT OF (NAME OF LANDOWNER) IN SUPPORT OF
PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF (CITY
NAME)

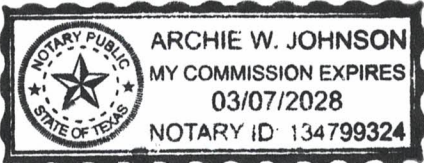
Before me, the undersigned authority, on this day personally appeared, O. Allen Cassel, who under oath stated as follows:


1. My name is O. Allen Cassel. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. I am the property owner of the property located at the following address: 1285 W SH 71, Bastrop, Texas 78602, PID 56645. This property should not be in the extraterritorial jurisdiction of the City of Bastrop. If needed this document will remove my property from the extraterritorial jurisdiction of the City of Bastrop.
3. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under Tex. Loc. Gov't Code § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under Tex. Loc. Gov't Code § 43.0751.
4. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
5. I swear that I satisfied the signature requirement of Tex. Loc. Gov't Code § 42.104(b) within 180 days following the date the first signature for the petition was obtained.



O. Allen Cassel

Sworn and subscribed to before me on this the 12th day of July, 2024.





Notary Public in and for the State of Texas

Johnson Outdoor Advertising, LP
2012 Walsh Drive
Round Rock, Texas 78681

CERTIFIED MAIL



7019 2970 0001 5629 0219

Retail



78759

U.S. POSTAGE PAID
FCM LG ENV
CEDAR PARK, TX 78613
JUL 15, 2024

\$10.99

S2323Y501213-77

RDC 99

JUL 16 2024



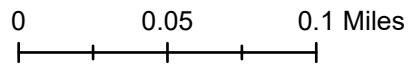
Alan Bohorquez
Bastrop City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759



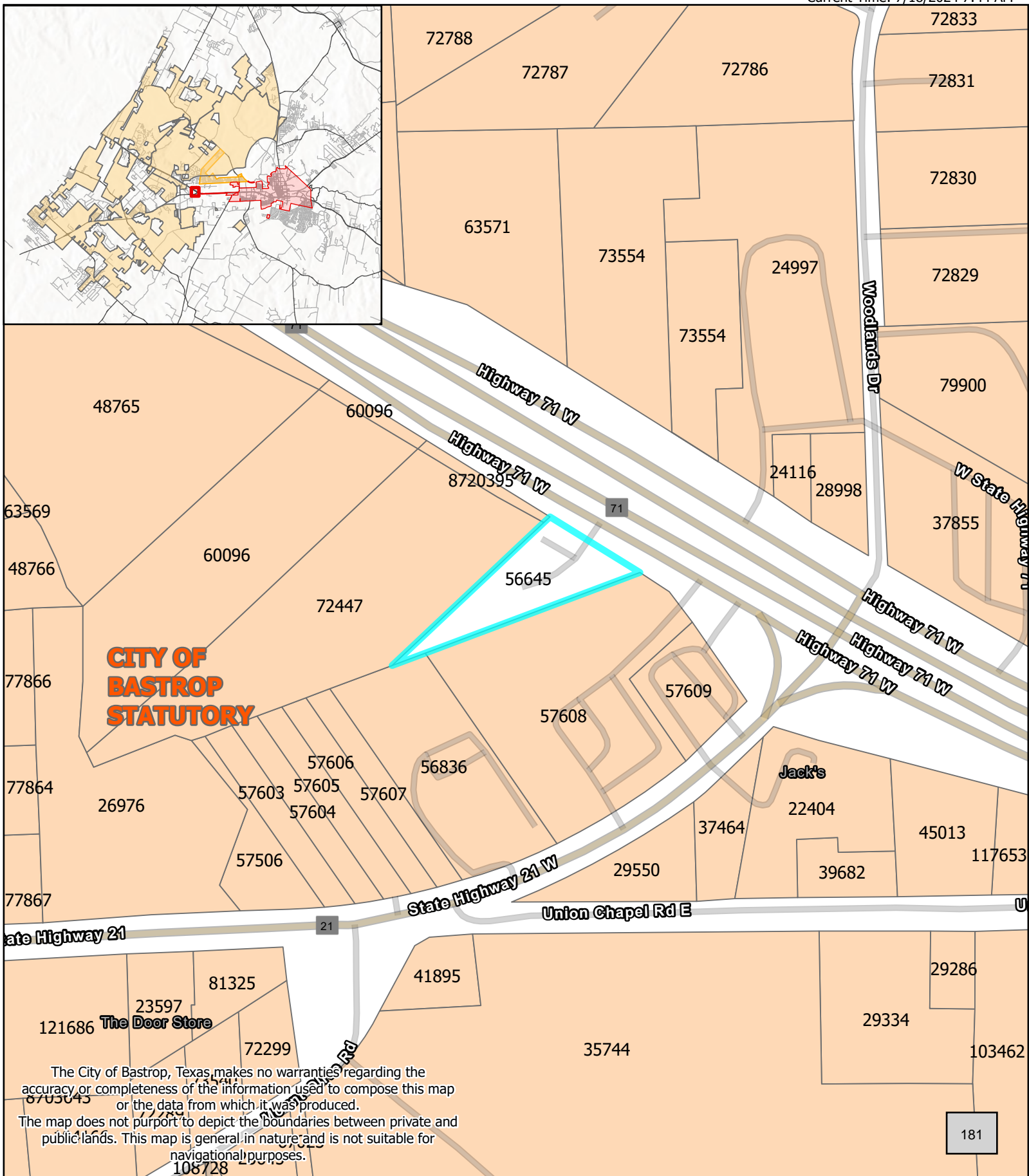
RELEASE OF PROPERTY FROM CITY OF BASTROP

Item 9I.

O. Allen Cassel



Current Time: 7/18/2024 7:44 AM



CITY OF BASTROP STATUTORY

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



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on Resolution No. R-2024-159, Authorizing the City Manager to enter into an agreement with the City of Bastrop Water/Wastewater Department to utilize a portion of the City of Bastrop's American Rescue Plan funds; providing for findings of fact, repealer; effective date, proper notice and meeting.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

On March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act (hereinafter "ARPA") to address the impact of COVID-19 and initiate a funding program related to the economy, public health, state and local governments, individuals, and businesses.

On May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA, as set forth in Title 31, Part 35 of the Code of Federal Regulations ("CFR").

Under ARPA, Section 603 (c)(1)(A) and (C), and the Final Rule 31, CFR 35.6(b)(3)(ii)(A)(11), recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to provide assistance to individuals and disproportionately impacted populations via capital improvements, investments in the community to promote improved health outcomes and public safety, services to address educational disparities, and procurement of equipment related to the provision of these services.

The City of Bastrop has been awarded funds by the U.S. Department of the Treasury which were distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 2, 2021, until December 31, 2024 (to be expended by December 31, 2026). The City seeks to allocate ARPA funding to the CITY OF BASTROP WATER/WASTEWATER DEPARTMENT for the purpose of supporting the Wastewater Treatment Plan Rehabilitation.

The City and the Water/Wastewater Department desire to enter into an agreement setting forth their respective responsibilities under the project and the Public Works Department accepts the obligation to provide the Scope of Work described in the Agreement attached as the "Memorandum of Understanding" and to comply with ARPA monitoring, documentation, and reporting requirements.

RECOMMENDATION:

Laura Allen, Assistant Finance Director, recommends approval of Resolution No. R-2024-159, authorizing the City Manager to enter into an agreement with the City of Bastrop Public Works Department to utilize a portion of the City of Bastrop’s American Rescue Plan funds; providing for findings of fact, repealer; effective date, proper notice and meeting.

ATTACHMENTS:

- Resolution No. R-2024-159
- Memorandum of Understanding



RESOLUTION NO. R-2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITY OF BASTROP WATER/WASTEWATER DEPARTMENT, TO UTILIZE A PORTION OF THE CITY OF BASTROP'S AMERICAN RESCUE PLAN FUNDS; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

WHEREAS, on March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act (hereinafter "ARPA") to address the impact of COVID-19 and initiate a funding program related to the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA, as set forth in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (C) and the Final Rule 31 CFR 35.6(b)(3)(ii)(A)(11), recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to provide assistance to individuals and disproportionately impacted populations via capital improvements, investments in the community to promote improved health outcomes and public safety, services to address educational disparities, and procurement of equipment related to the provision of these services; and

WHEREAS, the City of Bastrop ("City") has been awarded funds by the U.S. Department of the Treasury ("Treasury") which were distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, the City seeks to allocate ARPA funding to the CITY OF BASTROP WATER/WASTERWATER DEPARTMENT ("Other Party") for the purpose of supporting the Wastewater Treatment Plant Rehabilitation ("Project"); and

WHEREAS, the City and Other Party desire to enter into an Agreement ("Agreement") setting forth their respective responsibilities under the Project; and

WHEREAS, the Other Party accepts the obligation to provide the Scope of Work described in the Agreement, attached as "Memorandum of Understanding", and to comply with ARPA monitoring, documentation, and reporting requirements.

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

SECTION 1. Findings of Fact: The foregoing recitals are incorporated into this resolution ("Resolution") by reference as findings of fact as if expressly set forth word-for-word herein.

SECTION 2. Authorization: The City Council authorizes the City Manager to execute the Agreement with the Other Party.

Section 3. Repealer: To the extent reasonably possible, resolutions are to read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provision of this Resolution shall be and remain controlling as to the matters regulated. Item 9J.

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

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

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

PASSED, APPROVED, AND ADOPTED by City Council of the City of Bastrop, Texas, on this, the 12th day of November, 2024.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

Victoria, Psencik, Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

MEMORANDUM OF UNDERSTANDING

Item 9J.

This Memorandum of Understanding (“MOU”), is made and entered into this 12th day of November, 2024, by and between the **City of Bastrop**, (hereinafter referred to as “City”, and the **City of Bastrop Water/wastewater Department**, hereinafter referred to as the “Other Party”. The City and Other Party are sometimes referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this MOU:

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury (“Treasury”) issued the Final Rule to implement Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program following adoption of the American Rescue Plan Act (ARPA) in 2021; and

WHEREAS, on August 10, 2023, Treasury released an Interim Final Rule implementing new eligible uses; and

WHEREAS, the Obligation Interim Final Rule (Obligation IFR) followed in November 2023, that clarified the definition of “obligation” for the SLFRF program and provided related guidance to give additional flexibility and clarity to recipients to support their use of SLFRF funds; and

WHEREAS, on March, 29, 2024, Treasury issued FAQ 17.6 to further clarify the definition of Obligation and considers an interagency agreement, including an agreement in the form of an MOU, to constitute a “transaction requiring payment” similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule if the agreement satisfies certain conditions; and

WHEREAS, the City was awarded SLFRF funds by Treasury which were distributed to the City from ARPA for covered costs and eligible expenses to be incurred/obligated between March 3, 2021 and December 31, 2024. These funds must be expended by December 31, 2026, with the exception of costs incurred for expanded surface transportation and Title I projects which must also be obligated by December 31, 2024 and expended by December 31, 2026, as outlined in the Interim Final Rule (August 2023); and

WHEREAS, the City desires to disburse funds to the Other Party to perform certain services in connection therewith as set forth in this MOU and in the Purpose/Scope of Work described herein; and

WHEREAS, the Other Party has represented to the City that it is duly qualified, eligible, and willing to provide the certain services identified herein and in the Purpose/Scope of Work; and

WHEREAS, recipients may obligate funds pursuant to an interagency agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in FAQ 17.6; and

WHEREAS, through this MOU entered into pursuant to the Obligation IFR, the City wishes to formally and legally obligate the funds.

NOW, THEREFORE, in consideration of the foregoing recitals and terms and conditions set forth herein, and funding allocated in an amount not to exceed Two Million, One Hundred Seventy-Six Thousand, Seven Hundred Ninety- Two Dollars and Seventy-Four Cents (\$2,176,792.74) as herein below set forth, the Parties agree as follows:

I. PURPOSE/SCOPE OF WORK

The purpose of this MOU is to set forth understanding between the City and Other Party regarding the

Purpose and/or Scope of Work to be completed with the SLFRF funds as described here:

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American Rescue Plan Act funds will be used to rehabilitate two wastewater treatment plants; a 1.04 MGD plant constructed in 1988, and a .360 MGD plant constructed in 1974. These rehabilitated plants, in conjunction with a new wastewater treatment plant, will serve a growing community for years to come. The project will be funded by both ARPA and the City's general fund. The City of Bastrop will use the funds for the construction of the project only, engineering will be paid for with local funds and procured using local requirements. This rehabilitation project will benefit the entire community, as it is the most cost-effective way to increase wastewater treatment capacity.

II. AUTHORIZED REPRESENTATIVES

The following will act as the designated Representatives authorized to administer activities to include, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted under this MOU. The designated Party Representatives are:

AUTHORIZED REPRESENTATIVES	
City of Bastrop	Other Party
Name: Lyle Nelson	Name: Curtis Hancock
Title: Mayor	Title: Water/Wastewater Director
City of Bastrop	Other Entity Name: City of Bastrop Water/Wastewater Dept.
Address: 1311 Chestnut Street	Address: 1311 Chestnut Street
City, State, Zip Code: Bastrop, TX 78602	City/State, Zip Code: Bastrop, TX 78602
Phone: (512) 718-5513	Phone: (512) 332-8800
Email: lnelson@cityofbastrop.org	Email: chancock@cityofbastrop.org

Either Party may change its designated Representative by providing written notice to the other Party at least ten (10) calendar days prior to the change. Should the person serving either as the Entity's Authorized Representative change during the duration of this MOU, the person replacing the Authorized Representative, as the case may be, shall immediately and automatically assume the duties of Designated Representative under this MOU.

III. CITY'S RESPONSIBILITIES

- A. The City shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The City shall be the repository of all receipts and documentation pertinent to the ARPA/SLFRF funds and furnish such to Treasury upon its request.
- C. The City shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable, including but not limited to taking all necessary Council action to approve contracts for the acquisition of goods or services for the construction of real property improvements in furtherance of the Project.
- D. The City shall serve as the primary contact in all matters pertaining to the ARPA/SLFRF funds and the conduit for communication between itself, Treasury, and the Other Party.
- E. The City shall exercise the necessary oversight to ensure that the ARPA/SLFRF funds are used for the

IV. OTHER PARTY'S RESPONSIBILITIES

- A. The Other Party shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The Other Party shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable, and abide by all guidance documents applicable to this MOU, including, without limitation:
 - a. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
 - b. The Federal Register;
 - c. The U.S. Department of the Treasury publications and other guidance documents, including the ARPA Required Provisions outlined in Exhibit B; and
 - d. Exhibits included in this Memorandum of Understanding.
- C. The Other Party shall take all actions necessary to ensure that the ARPA/SLFRF funds are used for the Project and for no other purposes.
- D. The Other Party shall see that all reporting and recordkeeping requirements that facilitate the City's compliance with SLFRF program requirements are met.
- E. The Other Party shall complete all items and deliverables described in the Purpose/Scope of Work and make all payments related to such by or before December 31, 2026.

V. TERMS OF AGREEMENT

- A. Purpose of Agreement.** The Parties intend this Agreement to act as an obligation of funds for purposes of SLFRF. The Parties agree to promptly amend this Agreement if necessary to meet any additional Treasury requirements or clarify any matter that prevents this Agreement from being treated as an obligation of funds.
- B. Term.** This MOU shall be effective as of the date signed by the last Party. The obligations of the Parties will end on December 31, 2026. The expenditures outlined in the Purpose/Scope of Work are effective on November 12, 2024 through December 31, 2026. Unless extended or waived by Treasury, it is understood at the time of this MOU, that no ARPA/SLFRF expenditures are allowed beyond December 31, 2026.
- C. Amendment.** The City and Other Party may amend this agreement (i) before December 31, 2024 for the purposes described in Section V, Paragraph A above, or (ii) at any time provided that such amendment(s) make specific reference to this MOU and are executed in writing and signed by a duly authorized representative of both Parties. Such amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendment(s) must comply with guidance published in Treasury's Obligation Interim Final Rule or FAQ 17.16, and any additional future guidance from Treasury.
- D. Termination.** This MOU may be terminated if deemed necessary by either Party upon thirty (30) days' written notice to the other Party. All ARPA/SLFRF funds must be fully obligated by December 31, 2024, and will be subject to recapture or return to Treasury if termination occurs after December 31, 2024.

IN WITNESS, WHEREOF, the City and the Other Party have executed this MOU as of the date first above

Item 9J.

CITY OF BASTROP

ATTEST:

By: _____
Lyle Nelson, Mayor

By: _____
, City Secretary

Date Signed

Date Signed

OTHER PARTY

ATTEST:

Curtis Hancock

Printed Name

Director of Water/Wasterwater, City of Bastrop

Title

Date Signed

Date Signed

EXHIBIT A – REFERENCES

[SLFRF FAQs \(treasury.gov\)](#) (As of March 29, 2024)

Excerpts of applicable sections follow:

17.6. Does an interagency agreement between departments and agencies within a recipient’s government constitute an obligation?

Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding (MOU), to constitute a “transaction requiring payment” similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule, if the agreement satisfies one of the following conditions:

- it imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program;
- it governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
- it governs the procurement of goods or services by one agency, department, or part of government from another

and the agreement also satisfies each of the following conditions:

- it sets forth specific requirements, such as a scope of work and project deliverables;
- it is signed by the parties to the agreement, or otherwise evidences that each party has assented to the agreement; and
- it does not disclaim any binding effect or state that it does not create rights or obligations.

Examples of interagency agreements Treasury would consider obligations include the following:

- If the Office of the Governor of a state has authority over the disposition of federal financial assistance available to the state, an MOU between the Office of the Governor and the state department of education pursuant to which the Governor agrees to fund the department to carry out a summer program to address learning loss related to the pandemic through 2026, including the coverage of payroll for time spent on the program.
- If a city council has appropriated a certain amount of funds for a public safety initiative to be administered by the city’s executive branch through fiscal year 2025, an agreement between the city’s Chief Executive and the city’s public safety department under which the department agrees to comply with reporting and recordkeeping requirements that facilitate the city’s compliance with SLFRF program requirements.
- If a county’s legislative body has made SLFRF revenue loss funds available to their housing agency for coverage of its operating costs through fiscal year 2026, an agreement with the county’s department of technology under which the housing agency procures IT services from the county’s department of technology.
- If a Tribal council has made SLFRF funds available to the social services department to cover the operational costs of an elder care program through December 31, 2026, an agreement with the department under which the social services department agrees to perform and complete in a satisfactory and proper manner the scope of work specified in accordance with the SLFRF award terms and conditions.

17.7. May a recipient use SLFRF funds to cover personnel costs between January 1, 2025, and December 31, 2026?

Treasury will consider a recipient to have incurred an obligation with respect to personnel costs for an employee through December 31, 2026, to the extent the employee is serving in a position that was established

and filled prior to December 31, 2024.

Item 9J.

Accordingly, funds may be used to cover such personnel costs if doing so would fall within the scope of an eligible use of SLFRF, such as payroll costs for state employees overseeing contracts for broadband projects or county employees overseeing affordable housing projects.

Personnel costs for this purpose include all salary and wages, covered benefits, 11 and payroll taxes for such positions, as in effect at the time of payment.

In the event of turnover of personnel, recipients may continue to pay different personnel in the same job position to the extent that the position in question was established and filled prior to December 31, 2024. Recipients may also reorganize positions within the scope of an eligible use of SLFRF after December 31, 2024, but may not use funds to cover any new positions after that date. For example, if an eligible project has filled ten job training specialist positions by December 31, 2024, the recipient may use funds to cover payroll for one of those training specialists who is promoted to supervise the other specialists after December 31, 2024, so long as there are no more than ten positions covered through SLFRF funds in total.

Recipients may estimate the amount that may be necessary to cover personnel costs through the expenditure period, report that estimate to Treasury, and retain those funds to pay personnel costs covered by the estimate, as discussed further in FAQ 17.8.

17.16. Under what circumstances may a recipient use SLFRF to cover cost increases attributable to a contract that is entered into by December 31, 2024?

In general, recipients cannot re-obligate funds or obligate additional SLFRF funds after the obligation deadline of December 31, 2024. However, if a contract entered into by December 31, 2024, expressly provides for change orders or contract contingencies, the recipient may use SLFRF funds to cover increased costs attributable to such change orders or contract contingencies. Such increased costs are not considered new obligations but are instead attributable to a preexisting obligation to accommodate the change or contingency.

Additionally, recipients may cover the cost of amendments to contracts if the amended contract is within substantially the same scope and for substantially the same purpose as the contract that was incurred by December 31, 2024. This flexibility is consistent with recipients' ability to terminate a contract for convenience and to use SLFRF funds for costs associated with change orders and contingencies that are contemplated by their contracts and subawards.

Based on comments received from recipients, and for the reasons discussed above, Treasury is providing this guidance as an update to the prior statement in the Obligation IFR that recipients could not use SLFRF funds after the obligation deadline to cover a cost increase associated with a contract amendment.

Recipients may estimate the amount that may be necessary to cover changes or contingencies through the expenditure period, include that amount in the amount of the final obligation for the project that is reported to Treasury as of December 31, 2024, and retain those funds to pay costs covered by the estimate. Recipients providing such an estimate will not be required to return such funds to Treasury after 2024 assuming that they are ultimately expended for an eligible purpose. The SLFRF Compliance and Reporting Guidance will be updated to provide additional information on reporting requirements associated with this option.

Recipients may also cover contract cost increases after December 31, 2024, in the scenarios outlined above using (1) SLFRF funds that the recipient does not use as initially reported to cover particular projects, for example if a reported project is performed under budget or is determined to be an ineligible activity (as discussed further in FAQ 17.19), or (2) program income (as discussed in FAQ 17.21).

Obligating SLFRF Funds Through an Interagency Agreement

State, local, territorial and Tribal governments across the country are using State and Local Fiscal Recovery Funds (SLFRF) to mitigate the fiscal impacts of the pandemic and serve the needs of their communities.

Treasury has clarified that a recipient may enter into an **interagency agreement**, including a memorandum of understanding, between departments and all agencies within a recipient's government and treat those funds as obligated for purposes of SLFRF if the interagency agreement meets certain conditions, as discussed below and pursuant to FAQ 17.6.

SLFRF recipients must **obligate all funds by the end of 2024**, and must **expend all funds by the end of 2026**.¹ Treasury published the additional guidance in Section 17 of the SLFRF FAQs to clarify how recipients can complete obligated projects in 2025 and 2026, using contracts or subawards or interagency agreements²

Recipients may wish to use funds for a variety of projects *undertaken* including:

- To carry out educational programs, such as payroll for teachers for a summer program to address learning loss related to the pandemic;
- To administer a workforce training program;
- To finance capital projects through a housing agency;
- To provide public safety services.

The interagency agreement must be in effect by December 31, 2024, and must meet these conditions:

ONE requirement from Column A:

- Imposes conditions on the use of funds by recipient agency, department, or part of government receiving funds to carry out the program
- Governs provision of funds from one agency, department, or part of government to another to carry out a specific use of SLFRF funds
- Governs the procurement of goods or services by one agency, department, or part of government from another

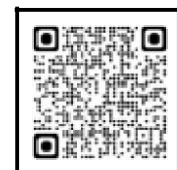


ALL requirements from Column B:

- Sets forth specific requirements (e.g., scope of work and project deliverables.)
- Is signed by the parties or other evidence of assent of parties
- Does not disclaim binding contract or state that it does not create rights or obligations

The interagency agreement must be reported to Treasury as described in the [FUI Reporting Guidance](#). A recipient can modify an existing interagency agreement before December 31, 2024 to ensure it meets the requirements described above and in FAQ 17.6. The agreement may also be between units of a Tribal government, as described in FAQ 17.23.

You can learn more about obligating SLFRF funds through an interagency agreement by visiting our webpage, Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf> and see FAQs 17.6 and 17.23, or scan this QR code:



¹ For projects under the Surface Transportation Reauthorization Act, recipients must expend funds by September 30, 2024.

EXHIBIT B – ARPA REQUIRED PROVISIONS

CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISIONS TO
	<p>conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate</p>		

THRESHOLD	PROVISION	CITATION	PROVISIONS
	<p>in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>>\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one</p>	<p>2 CFR 200 APPENDIX II (E)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVIDE TO
	and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.		Item 9J.
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISIONS
	<p>See 2 CFR §200.323 - Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <p>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <ol style="list-style-type: none"> 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. <p>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p> <p>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”</p>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity</p>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISIONS
	<p>owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>		
	<p>See 2 CFR §200.322 - Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>Additional 2 CFR 200 references & Other Regulations</p>		
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
<p>None</p>	<p>Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	<p>2 CFR 200.321</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISIONS
	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>		
>\$10,000	<p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

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	<p>computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>		Item 9J.
None	<p>The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating</p>	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	<p>Subrecipients</p> <p>EC 6.1 Awardees</p>

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	<p>to critical infrastructure in this state with a company:</p> <p>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</p> <p>(2) if the governmental entity knows that the company is:</p> <p>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:</p> <p>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <p>(1) the company's or its parent company's securities are publicly traded; or</p> <p>(2) the company or its parent company is listed on a public stock exchange as:</p> <p>(A) a Chinese, Iranian, North Korean, or Russian company; or</p> <p>(B) a company of a designated country.</p>		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No.	Subrecipients

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		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Item 9J.
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	<p>exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <ul style="list-style-type: none"> ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. 		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Subrecipients

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	assistance.	603(b) and/or 603(c) as applicable	Item 9J.
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office;	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	<ul style="list-style-type: none"> iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>		
<p>ARPA Terms, Conditions, & Records</p>	<p>17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on approve Resolution No. R-2024-160, reassigning the rehabilitation of Wastewater Treatment Plants #1 and #2 as an American Rescue Plan Act (ARPA) program from the Transfer Lift Station and Force Main wastewater system improvement; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

The City Council has previously given consensus to use ARPA funds for water and wastewater improvements. The City initially selected the Transfer Lift Station and Force Main project for this funding, which was formally selected and authorized on May 10, 2022.

Since that time, the needs of the City have changed. Rehabilitation of Wastewater Treatment Plants #1 and #2 are needed to continue to meet the needs of Bastrop's citizens. Installation of the transfer lift station and force main would be contingent with decommissioning the Wastewater Treatment Plants #1 and #2. However, population growth in the City have necessitated the rehabilitation of the wastewater treatment plants to continue to provide adequate services.

Therefore, City staff recommends reassigning the ARPA project funds to the rehabilitation of the wastewater treatments plants #1 and #2.

The funds are required to be assigned to the project and expended by December 31, 2026. City staff is also bringing a related resolution regarding a Memorandum of Understanding allocated these funds to the Water/Wastewater Department for the purpose of supporting the Wastewater Treatment Plant Rehabilitation.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Laura Allen, Assistant Finance Director recommends approving Resolution No. R-2024-160, Reassigning the rehabilitation of Wastewater Treatment Plants #1 and #2 as an American Rescue Plan Act (ARPA) program from the Transfer Lift Station and Force Main wastewater system improvement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2024-160

RESOLUTION R-2024-160

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, REASSIGNING THE AMERICAN RESCUE PLAN ACT (ARPA) PROJECT TO THE REHABILITATION OF THE WASTEWATER TREATMENT PLANTS #1 AND #2 FROM THE TRANSFER LIFT STATION AND FORCE MAIN; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, Texas, to participate in the American Rescue Plan Act to meet the focus areas of Community Safety and Fiscal Responsibility identified by the City Council of Bastrop, Texas; and

WHEREAS, participation in ARPA funding requires selection and authorization by the City Council of a project; and

WHEREAS, the project originally designated on May 10, 2022, was the Transfer Lift Station and Force Main; and

WHEREAS, the needs of the City have changed and Wastewater Treatment Plants #1 and #2 are in need of rehabilitation to meet the needs of the citizens; and

WHEREAS, the City wishes to change the project to the rehabilitation of Wastewater Treatment Plants #1 and #2.

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

Section 1: That the Rehabilitation of Wastewater Treatment Plants #1 and #2 is selected as the project financed by the ARP funds.

Section 2: All orders or 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 from and after its passage, and it is duly resolved.

Section 4: It is hereby officially found and determined that the meeting at which this resolution is passed was noticed and has been open to the public required by law.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on Ordinance No. 2024-43, amending the FY 25 Operating Budget to fund the replacement of the Bob Bryant Park Playscape, Shade Structure Cloth, New Playground Surfacing and Swings Feature in the amount of \$100,000 from the General Fund Operating Fund Balance.

AGENDA ITEM SUBMITTED BY:

Submitted by: Edi McIlwain, Finance Director & Terry Moore, Parks & Recreation Director

BACKGROUND/HISTORY:

The current playground in Bob Bryant Park was installed when the park was built in 2002. The cost of the project was \$71,900 and included the playscape, swings, sidewalks, curbing around the play areas, drainage, benches and gravel surfacing.

The shade structure over the playscape area was added back in 2018.

Over the years the playscape has been repaired for various issues. In April of 2024 the large slide developed a break in one of the curves. Numerous efforts were made to prevent children from playing on the slide for safety purposes but each time the barriers were removed by the public. The playscape itself is obsolete so a replacement slide has been hard to find and is very expensive to replace.

Staff discovered an updated playscape available at a very discounted price. With the cost savings on the playscape, the city can replace the canvas shade on the shade structure and replace the swings feature with an updated structure and shade.

Proposed Playscape: Price \$43,902 Original Price \$73,170

Proposed Swing Shade: Price \$ 7,265

Replacement Shade Cost: Price \$8,288

Sign, Surfacing and Drain: Price \$20,000 approx.

Demo/Freight/Installation: Price: \$20,000 approx.

During FY2025 Budget discussions, the Parks & Recreation Board asked and recommended approval for funding of \$100,000 for the renovations of the playground area in the park.

The city manager raised the issue at the budget adoption, however, because of the lack of plans or a project outline, the funds remained in fund balance. Council was informed the over all request from the Parks Board was \$300,000; with the other projects including the resurfacing and/or rehabilitation of the splashpad located in Fisherman’s Park, and erosion control located in along the riverwalk.

FISCAL IMPACT:

\$100,000 from fund balance for total project. There will be a budget amendment as follows:

		Current Budget	Increase (Decrease)	Adjusted Budget
101-23-00-6203	Special Projects	100,000.00	100,000.00	200,000.00
	Fund Balance		(100,000.00)	
Overall Budget				
	Total General Fund Expenditures	16,847,515.00	100,000.00	16,947,515.00

The estimated fund balance is \$6,674,017 or 37.8% of operating expenditures. This \$100,000 withdrawal will reduce the fund balance to \$6,574,017, or 37.2%, which is 12.2% higher than the 25% required by the Financial Policy.

RECOMMENDATION:

Approve Ordinance No. 2024-43, amending the FY25 Operating Budget to fund the replacement of the Bob Bryant Park Playscape, Shade Structure Cloth, New Playground Surfacing and Swings Feature with \$100,000 from FY25 fund balance.

ATTACHMENTS:

1. Proposed Playscape Design

ORDINANCE NO. 2024-43

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE FUNDING OF THE BOB BRYANT PLAYGROUND RENOVATIONS INCLUDING THE PLAYSCAPE STRUCTURE, REPLACING THE SHADE FABRIC, THE ADDITION OF A SWINGS FEATURE WITH SHADE, AND SURFACING IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) FROM FY25 FUND BALANCE. 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 of Bastrop has an interest in providing safe, interactive play areas for community children and families; and

WHEREAS, The City Parks and Recreation department strives to provide quality experiences in our parks; and

WHEREAS, Renovating Bob Bryant Park Playground area will create a safer, more creative atmosphere for growth and play for the community.

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 all necessary documents, to direct finance to authorize needed funding not exceed One Hundred Thousand Dollars (\$100,000)

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 ordinance 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 12th day of November 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney







STAFF REPORT

MEETING DATE: November 12, 2024

TITLE:

Consider and act on Resolution No. R-2024-164 allowing the Mayor to promote and advocate for the City of Bastrop with Legislative and Administrative bodies leading up to and during the 89th Legislative Session, rescinding Section 1, Item 7 from Resolution No. R-2024-049 adopted April 29, 2024

AGENDA ITEM SUBMITTED BY:

Submitted by: Mayor Lyle Nelson and Councilmember Cheryl Lee

BACKGROUND/HISTORY:

With another session of the Texas Legislature approaching, it is imperative for the City to prepare to act in the public interest to inform the Governor's Office and the various State agencies as well as the Texas Legislature with information pertinent to the City. Every effort should be made to optimize access to all elected and appointed officials that may impact the affairs of the City. Advocacy for and promotion of the City of Bastrop through intergovernmental relations is vitally important to the welfare of the City. The Mayor through both experience and the unique position as the Mayor is well suited to provide the needed advocacy.

FISCAL IMPACT:

Minimal to none (travel expense reimbursement)

RECOMMENDATION:

Mayor recommends approval.

ATTACHMENTS:

1. Resolution

CITY OF BASTROP

RESOLUTION NO. R-2024- ____

ADVOCACY BEFORE THE 89TH TEXAS LEGISLATURE

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, ESTABLISHING PRIORITIES FOR THE 89TH LEGISLATIVE SESSION IN TEXAS, AND AUTHORIZING THE MAYOR, MAYOR PRO-TEM, CITY MANAGER, AND CITY ATTORNEY TO COMMUNICATE WITH THE OFFICE OF THE GOVERNOR AND TEXAS LEGISLATURE ON BEHALF OF THE CITY OF BASTROP, TEXAS.

WHEREAS, during the 2023 Legislative Session more than 8,345 bills and joint resolutions were introduced, approximately 1,258 of them passed, of which 230 affected the governing of Texas municipalities in a substantial way; and

WHEREAS, the City Council of the City of Bastrop (“City Council”) is committed to good governance, intergovernmental cooperation, and the furtherance of democracy at the local level; and

WHEREAS, the City Council finds it to be in the public interest, and necessary for the public health, safety, and welfare of the Bastrop community to convey to the Office of the Governor and the Texas Legislature the opinions, views, and insights of those serving the City of Bastrop; and

WHEREAS, the City Council acknowledges that the Governor and members of the Texas Senate and the Texas House of Representatives can benefit from the ongoing exchange of information with locally-elected public officials; and

WHEREAS, the City Council has identified the following topics worth memorializing on behalf of the Bastrop Community.

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

A. SUPPORT-

1. ***Interlocal Cooperation:*** The City Council hereby supports legislation that enhances federal, state, and local cooperation.
2. ***Local Democracy:*** The City Council hereby supports legislation that upholds the authority of local governments and reinforces the ability of locally-elected leaders to advance the priorities of their citizens and their ability to respond to community challenges and opportunities.

3. **Preserves Municipal Authority:** The City Council hereby supports legislation that maintains or expands the ability of locally elected legislative bodies to enact local laws and administer regulatory programs.
4. **Protect Municipal Revenue:** The City Council hereby supports legislation that protects the ability of locally elected legislative bodies to assess taxes and impose fees necessary to fund municipal programs, projects, and facilities consistent with the needs of local residents and local businesses.
5. **1923 Old Iron Bridge:** The City Council hereby supports legislation that prioritizes funding support for historic preservation, water quality protection from lead-based paint on structures that extend over the Colorado River, and supports multi-modal transportation through the creation of walking and biking trails across bridges including Bastrop's Old Iron Bridge.
6. **Texas Municipal League Legislative Program:** The City Council hereby supports those Texas Municipal League Legislative Program goals that are consistent with the City's priorities.

B. OPPOSITION-

1. **Preemption:** The City Council hereby opposes legislation that erodes, weakens, or supersedes the ability of locally elected leaders to respond to local challenges or opportunities unique to the community.
2. **Annexation & Extraterritorial Jurisdiction:** The City Council hereby opposes legislation that results in the inability to expand the City Limits or decreases the size of the ETJ thus hindering the City's ability to engage in long-term strategic land use planning or the expansion of utility, street, and drainage infrastructure.
3. **Revenue Reduction:** The City Council hereby opposes legislation that expands appraisal caps, imposes revenue caps on *ad valorem* (property) taxes, restricts sales taxes, limits administrative fees, caps right-of-way fees, commandeers municipal court fines or fees, or otherwise reduces local revenue sources.
4. **Intergovernmental Communications:** The City Council hereby opposes legislation that prohibits the expenditure of municipal funds on professional communications and advocacy services, including lobbying and trade association memberships that would help the City track, understand, or influence legislation.

C. ADMINISTRATION-

1. **Delegation:** The City Council directs staff to provide a copy of this Resolution to the City's legislative delegation, that being State Senator Charles Schwertner, and State Representative Stan Gerdes.
2. **Media:** The City Council directs staff to provide a copy of this Resolution to reporters of our local media outlets.
3. **Advocacy:**

(a) The Mayor, Mayor Pro-Tem, City Manager, and City Attorney are hereby authorized to advocate on behalf of the City consistent with this Resolution and otherwise convey the positions expressed herein.

(b) Section 1, Subsection 7 of Resolution No. R-2024-049 (adopted April 29, 2024) is hereby repealed because it conflicts with this Resolution.

4. **Texas Municipal League:** The City Council directs City staff to provide a copy of this Resolution to the Texas Municipal League.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 12th day of November, 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik,
Assistant City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney