

Bastrop, TX City Council Meeting Agenda

Bastrop Convention Center

1408 Chestnut St B

Bastrop, TX 78602

(512) 332-8800



April 09, 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** - Ruby Brewster and Dariana Lopez Castillo, Bluebonnet Elementary School Safety Patrol

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

3. **INVOCATION** - Phil Woods, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Proclamation of the City Council of the City of Bastrop, Texas recognizing April as Child Abuse Prevention Month.

Submitted by: Ann Franklin, City Secretary

5. WORK SESSIONS/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS - NONE

7. CITIZEN COMMENTS

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

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the March 26, 2024, Regular meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider Action to approve the second reading of Ordinance No. 2024-08 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 9.2 Categories Of Preservation establishing standards and procedures; as attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

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

- 8C. Consider action to approve the second reading of Ordinance No. 2024-10 authorizing the amendment of the City of Bastrop FY2024 budget with a reduction of \$25,000 in revenue received from the Bastrop Economic Development Corporation allocated to the Main Street program; providing for severability; repealing conflicting ordinances; providing an effective date; providing for proper meeting and notice.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager, and Interim Director of the BEDC

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2024-11 of the City Council of the City of Bastrop, Texas, approving the zoning change for 31.4559 +/- acres out of the A11 Bastrop Town Tract, Bastrop County, Texas, more commonly known as Bastrop Gateway from P2 rural and P5 core to planned development district with P5 core base zoning, 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; and move to include on the April 23, 2024, Consent Agenda for second reading.

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

- 9B. Consider action to approve Resolution No. R-2024-37 of the City Council of the City of Bastrop, Texas, approving and ratifying the execution of a Wholesale Wastewater Services Agreement and a Wastewater Facility Payment Contribution Agreement between the City and Corix Utilities Inc., as attached as Exhibits A and B respectively; providing for a repealing clause; and establishing an effective date.

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

- 9C. Consider action to approve Resolution No. R-2024-31 approving the My Government Online Interlocal Agreement between the City of Bastrop and South Central Planning and Development Commission (SCPDC) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Doug Haggerty – Manager, Fleet & Facilities Department

- 9D. Consider and act on a change of appointment from Mayor Lyle Nelson to Councilmember Kevin Plunkett due to quorum considerations on the newly created ad hoc executive committee to address considerations related to a regional sports facility located in the Bastrop Economic Development Corporation Industrial Park.

Submitted by: Mayor Lyle Nelson

- 9E. Consider action to approve Resolution No. R-2024-41 and act on a proposal from Terra Pave International, a University of Texas Technology Commercialized Company for \$55,780 as a sole source provider for a fog seal street sealant known as Terra Pave.

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

9F. Consider action to approve Resolution No. R-2024-42 and act on a request by Hannah Miller to waive platting fees in the amount of \$1855.58 in the Woodrun Subdivision.

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

9G. Consider action to approve the first reading of Ordinance No. 2024-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the April 23, 2024, consent agenda for second reading.

Submitted by: Edi McIlwain, Chief Financial Officer

9H. Consider and act on appointment to a Hotel Occupancy Tax Taskforce whose goal is to determine the highest and best use for hotel tax funds within the parameters set by the state of Texas.

Submitted by: Mayor Lyle Nelson

10. EXECUTIVE SESSION

10A. City Council shall convene into closed executive session pursuant to Texas Government Code section(s) 551.071 and 551.074 to seek the advice of legal counsel regarding the Visit Bastrop investigation and the ethics complaint filed January 18, 2024.

10B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel regarding the conduct of Planning and Zoning Commissioner J. Ross.

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

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, April 5, 2024, at 2:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas recognizing April as Child Abuse Prevention Month.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

ATTACHMENTS:

- Proclamation



P

ROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, every child is a precious and unique gift who deserves the security of a loving and nurturing home; and

WHEREAS, every child deserves to grow up in a nurturing environment, free from abuse, neglect, violence, or endangerment of any kind; and

WHEREAS, children are vital to our community's future success, prosperity, and quality of life as well as being our most valuable assets; and

WHEREAS, child abuse and neglect cause serious harm to child development and have lifelong effects that endanger safety, hinder permanency in relationships, and reduce well-being, creating greater demands on society; and

WHEREAS, child abuse is considered to be one of the most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological, and behavioral disorders; and

WHEREAS, child abuse and neglect are a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting, child development, and concrete resources they need to cope with stress and how to nurture their children will ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Lyle Nelson, Mayor of the City of Bastrop, Texas, do hereby proclaim the month of April 2024 as:

Child Abuse Prevention Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 9th day of April 2024.

Lyle Nelson, Mayor





STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Consider action to approve City Council minutes from the March 26, 2024, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

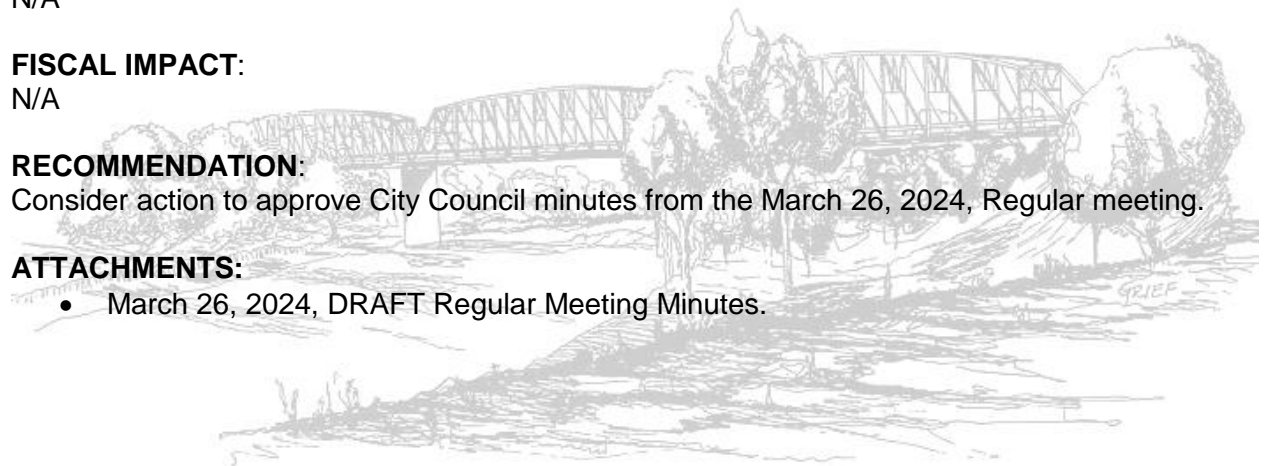
N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the March 26, 2024, Regular meeting.

ATTACHMENTS:

- March 26, 2024, DRAFT Regular Meeting Minutes.



MARCH 26, 2024

The Bastrop City Council met in a joint meeting with BEDC and regular meeting on Tuesday, March 26, 2024, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas.

Bastrop Mayor and Council Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Lee, Meyer, Crouch, and Plunkett. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

Bastrop Economic Development Corporation Members present were: Chair Spencer and Directors Urbanek, Palmer, and Schroeder. Staff present: Angela Ryan.

CALL TO ORDER JOINT MEETING

Mayor Nelson called the joint meeting of the Bastrop City Council to order, with a quorum being present at 5:30 p.m.

Chair, Ron Spencer called the joint meeting of the BEDC Board to order, with a quorum being present at 5:30 p.m.

JOINT MEETING WITH BASTROP CITY COUNCIL AND BASTROP ECONOMIC DEVELOPMENT CORPORATION

2A. Joint Meeting with the Bastrop Economic Development Corporation (BEDC) regarding a Sports Complex and a potential Qualified Hotel Project (QHP) and action to potentially create a project for BEDC.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Executive Director of the BEDC and City Manager

EXECUTIVE SESSION

The City Council met at 6:05 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, Sections 551.071, 551.072, and 551.087.

The BEDC met at 6:05 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, Sections 551.071, 551.072, and 551.087.

Mayor Nelson recessed the Bastrop City Council Executive Session at 6:21 p.m.

Chair Spencer recessed the BEDC Executive Session at 6:21 p.m.

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

Motion was made by Director Schroeder to approve the creation of a BEDC project to be called Sports Complex to be located within the Bastrop Industrial Park, seconded by Director Palmer, motion was approved on a 10-0 vote.

Mayor Nelson appointed a working committee to look at the Sports Complex issue moving forward. Mayor Nelson appointed Council Member Crouch, Council Member Meyer, and himself as the Mayor to the Bastrop City Council places on the committee.

Chair Spencer appointed Director Schroeder, Director Urbanek, as well as himself to the BEDC places on the committee.

Mayor Nelson adjourned the Bastrop City Council joint meeting at 6:22 p.m. without objection.

Chair Spencer adjourned the BEDC Board joint meeting at 6:22 p.m. without objection.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Spencer Reutter and Kynleigh Whitworth, Mina Elementary Gifted and Talented Program led the pledges.

INVOCATION

Bob Long, Police Chaplain, gave the invocation.

PRESENTATIONS

- 6A. Mayor's Report
- 6B. Council Members' Report
- 6C. City Manager's Report

WORK SESSIONS/BRIEFINGS - NONE

STAFF AND BOARD REPORTS

- 8A. Receive Annual Racial Profiling Report from the City of Bastrop Police Department.
Submitted by: Vicky Steffanic, Chief of Police
Presentation was made by Vicky Steffanic, Chief of Police.

CITIZEN COMMENTS

SPEAKER(S)

**T.J. Finn
240 S Hasler Blvd.
Bastrop, Texas 78602
936-657-8012**

**Chris White
208 Strand Lane
Bastrop, Texas 78602
512-545-4245**

**David Harwell
113 Waialea Court
Bastrop, Tx 78602
512-744-0790**

Irby Morvant
575 Lost Pines
512-308-4600

EXECUTIVE SESSION

The City Council met at 6:56 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 12A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Visit Bastrop’s Destination and Marketing Services Agreement and related policies, procedures, and practices.

Mayor Nelson recessed the Executive Session at 8:21 p.m.

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

- 12A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Visit Bastrop’s Destination and Marketing Services Agreement and related policies, procedures, and practices.
A motion was made by Council Member Crouch to create a Hotel Occupancy Tax Task Force to evaluate the best means of using the funds and approve a resolution at the next meeting, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

APPROVAL OF MINUTES

- 10A. Consider action to approve City Council minutes from the March 12, 2024, Regular meeting.
Submitted by: Ann Franklin, City Secretary
A motion was made by Council Member Plunkett to approve City Council minutes from the March 12, 2024, Regular meeting, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 11A. Consider action to approve Resolution No. R-2024-33 of the City Council of the City of Bastrop, Texas, approving Amendment #6 to the Task Authorization #2, of the original Professional Services Agreement with Freese and Nichols, Inc. (FNI) to provide additional construction phase services for the Simsboro Water Treatment Plant, Well Field, and Transmission Facilities project for a not to exceed amount of Five Hundred Sixteen Thousand, Nine Hundred Seventy-Five Dollars (\$516,975.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola de Carvalho, CFM, AMP MIAM, Executive Director of Engineering and Construction Management

Presentation was made by Fabiola de Carvalho, CFM, AMP MIAM, Executive Director of Engineering and Construction Management and Kendall King, Freese and Nichols.

A motion was made by Council Member Plunkett to approve Resolution No. R-2024-33, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 11B. Consider action to approve Resolution No. R-2024-37 of the City Council of the City of Bastrop, Texas, approving and ratifying the execution of a Wholesale Wastewater Services Agreement and a Wastewater Facility Payment Contribution Agreement between the City and Corix Utilities Inc., as attached as Exhibits A and B respectively; providing for a repealing clause; and establishing an effective date.

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

Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

This item was tabled until the April 9, 2024, agenda.

- 11C. Consider action to approve Resolution No. R-2024-34 of the City Council of the City of Bastrop, Texas, approving a Wastewater Easement Acquisition Agreement between the City and Corix Utilities Inc., as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

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

Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

A motion was made by Council Member Meyer to approve Resolution No. R-2024-34, seconded by Council Member Lee, motion was approved on a 5-0 vote.

Item 11B was un-tabled to hear speaker.

- 11B. Consider action to approve Resolution No. R-2024-37 of the City Council of the City of Bastrop, Texas, approving and ratifying the execution of a Wholesale Wastewater Services Agreement and a Wastewater Facility Payment Contribution Agreement between the City and Corix Utilities Inc., as attached as Exhibits A and B respectively; providing for a repealing clause; and establishing an effective date.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

This item was tabled until the April 9, 2024, agenda.

SPEAKER

**Judah Ross
213 Nicole Way
Bastrop, Texas 78602**

This item was tabled until the April 9, 2024, agenda.

- 11D. Consider action to approve Resolution No. R-2024-35 of the City Council of the City of Bastrop, Texas, approving an Agreement between the City, 7Arrows Land Staff, LLC, and Corix Utilities Inc., for 7Arrows Land Staff, LLC, to provide professional land rights acquisition services in the amount not to exceed Five Hundred Thousand Five Hundred Dollars (\$500,500.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2024-35, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 11E. Consider action to approve the first reading of Ordinance No. 2024-08 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 9.2 Categories Of Preservation establishing standards and procedures; as attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting and move to include on the April 9, 2024, Consent Agenda for the second reading.
Submitted by: Kennedy Higgins, Senior Planner, Development Services Department
Presentation was made by Kennedy Higgins, Senior Planner, Development Services Department.

A motion was made by Mayor Pro Tem Kirkland to approve the first reading of Ordinance No. 2024-08, seconded by Council Member Meyer, motion was approved on a 4-0 vote. Council Member Plunkett off dais.

- 11F. Consider action to approve the first reading of Ordinance No. 2024-10 authorizing the amendment of the City of Bastrop FY2024 budget with a reduction of \$25,000 in revenue received from the Bastrop Economic Development Corporation allocated to the Main Street program; providing for severability; repealing conflicting ordinances; providing an effective date; providing for proper meeting and notice; and move to include on the April 9, 2024, Consent Agenda for second reading.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager, and Interim Director of the BEDC
Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager, and Interim Director of the BEDC.
- A motion was made by Mayor Pro Tem Kirkland to approve the first reading of Ordinance No. 2024-10, seconded by Council Member Meyer, motion was approved on a 4-0 vote. Council Member Plunkett off dais.**
- 11G. Consider action to approve Resolution No. R-2024-36 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Richard Smarzik to Place 6; Kathryn Lang to Place 4; Christopher Higgins to Place 3; and Judith Magana to Place 9, of the Main Street Board as required in Section 3.08 of the City's Charter; and establishing an effective date.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
- A motion was made by Council Member Meyer to approve Resolution No. R-2024-36, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Council Member Plunkett off dais.**
- 11H. Consider action to approve Resolution No. R-2024-39 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement with the Bastrop County Water Control and Improvement District No. 2 for the maintenance and improvement of certain streets, as attached in Exhibit A; authorizing the execution of all necessary documents; providing for repealer; and providing an effective date.
Submitted by: Andres Rosales, Assistant City Manager
Presentation was made by Submitted by: Andres Rosales, Assistant City Manager
- A motion was made by Council Member Plunkett to approve Resolution No. R-2024-39, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**
- 11I. Consider action to approve Resolution No. R-2024-40 of the City Council of the City of Bastrop, Texas, approving an interlocal agreement with the Bastrop County for the maintenance and improvement of certain streets, as attached in Exhibit A; authorizing the execution of all necessary documents; providing for repealer; and providing an effective date.
Submitted by: Andres Rosales, Interim Assistant City Manager
Presentation was made by Submitted by: Andres Rosales, Assistant City Manager
- A motion was made by Council Member Crouch to approve Resolution No. R-2024-40, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 11J. Consider action to approve Resolution No. R-2024-38 of the City Council of the City of Bastrop, Texas adopting the previously accepted 2023 City of Bastrop Parks, Recreation and Open Space Master Plan.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Presentation was made by Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2024-38, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 11K. Consider action to approve Resolution No. R-2024-29 regarding a petition filed by Eron R. Smith to remove approximately 128.563 acres of land, as described in the petition, from the City of Bastrop's extraterritorial jurisdiction pursuant to Local Government Code Chapter 42.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM

A motion was made by Council Member Lee to approve Resolution No. R-2024-29, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

EXECUTIVE SESSION CONTINUED

The City Council met at 9:37 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 12B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding the plans for the potential annexation of certain county roads as related to future development projects.
- 12C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding current laws and procedures for the creation of a Municipal Utility District.
- 12D. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding current laws and procedures for creation of a Public Improvement District.
- 12E. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding a Mutual Release and Termination of Development Agreement with Bastrop Colorado Bend, LLC, including de-annexation of Bastrop 552 Project property.

Mayor Nelson recessed the Executive Session at 10:15 p.m.

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

12E. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding a Mutual Release and Termination of Development Agreement with Bastrop Colorado Bend, LLC, including de-annexation of Bastrop 552 Project property.
A motion was made by Council Member Plunkett to approve the agreement indicated in 12E, Mutual Release and Termination of Development Agreement with Bastrop Colorado Bend, LLC, including de-annexation of Bastrop 552 Project property and authorize the City Manager to execute, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

Adjourned at 10:16 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on April 9, 2024, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Consider Action to approve the second reading of Ordinance No. 2024-08 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 9.2 Categories of Preservation establishing standards and procedures; as attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Kennedy Higgins, Senior Planner

BACKGROUND/HISTORY:

On March 12, 2024, two cases for Historical Landmark Designation were brought to City Council for approval. This required two public hearings to be held, there were no citizen comments as a previous public hearing was held by the Historic Landmark Commission when they made the recommendation to forward them to City Council for approval.

POLICY EXPLANATION:

Bastrop Building Block (B3) Code

Chapter 9, article 9.2, section 9.2.003 – Process For Designation Of Historic Landmarks currently requires 2 public hearings to designate a property as a Local Historic Landmark. This ordinance amendment will lower the requirement to one public hearing in front of the Historic Landmark Commission. This will still allow input from the community in front of the recommending body, then it will be forwarded to City Council for final decision.

RECOMMENDATION:

Consider Action to approve the second reading of Ordinance No. 2024-08 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 9.2 Categories of Preservation establishing standards and procedures; as attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

ATTACHMENTS:

- Attachment 1 - Exhibit A – Ordinance No. 2024-08

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 9.2 CATEGORIES OF PRESERVATION ESTABLISHING STANDARDS AND PROCEDURES; AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

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

WHEREAS, the City adopted Ordinance 98-42 creating the Historic Landmark Preservation Ordinance, in recognition of the need and desire to preserve and maintain historic structures within the City; and

WHEREAS, Ordinance 98-42 was amended by Ordinance 2003-12, Ordinance 2007-30 and Ordinance 2018-03 to continue and strengthen historic preservation through creating incentives; and

WHEREAS, the City Council find that certain amendments to the aforementioned ordinances are necessary and reasonable to meet changing conditions and are in the best interest of the City.

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

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

Section 2. Amendment To Bastrop Building Block Code (B3), Section 9.2.003 of the Bastrop Building Code is hereby amended to remove the requirement of a public hearing before City Council, as a public hearing takes place before the Historic Landmark Commission, and shall read in accordance with Exhibit "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as shown in each of the attachments.

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 26 day of March 2024.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 09 day of April 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A – Amendment to;
City of Bastrop
Code of Ordinances Chapter 14
Bastrop Building Block (B3) Code
Chapter 9 ; Historic Landmark Preservation & Iredell District
Article 9.2 Categories Of Preservation

SEC. 9.2.003 PROCESS FOR DESIGNATION OF HISTORIC LANDMARKS

- (a) Owners of property being considered for designation as a Historic Landmark shall be notified prior to the Historic Landmark Commission hearing on the recommended designation. The Historic Landmark Commission shall provide notice to property owners within 200 feet of the property and conduct a public hearing.
- (b) After consideration by the Historic Landmark Commission, a recommendation regarding designations shall be submitted the City Council to ~~conduct a public hearing and~~ consider the designations of a Historic Landmark. The adoption of the landmark shall be through a resolution.
- (c) Upon designation of a Historic Landmark, the City Council shall cause the designation to be noted as follows:
 - (1) Recorded in the official real property records of Bastrop County.
 - (2) Designated on the historic resource map of the City.
 - (3) Provide the property owner with a plaque and require the installation indicating the designation of the landmark as a City Historic Landmark.



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Consider action to approve the second reading of Ordinance No. 2024-10 authorizing the amendment of the City of Bastrop FY2024 budget with a reduction of \$25,000 in revenue received from the Bastrop Economic Development Corporation allocated to the Main Street program; providing for severability; repealing conflicting ordinances; providing an effective date; providing for proper meeting and notice.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager, and Interim Director of the BEDC

BACKGROUND/HISTORY:

The Bastrop Economic Development Corporation (BEDC) budget was significantly reduced as part of an election with reallocated 75% of the budget to a newly created street maintenance tax; as a result, the Board is reviewing and cutting expenses where necessary.

The BEDC contributes \$50,000 towards the overall \$531,861 FY2024 budget. To date, the BEDC has contributed \$25,000 towards Main Street FY 24 budget.

The Main Street Manager position has been vacant since December so significant salary savings have occurred. Additionally, the program is being reviewed for other collaborative opportunities and a more efficient operation that serves the needs of downtown business.

FISCAL IMPACT:

Reduction of revenue in the amount of \$25,000 to the City of Bastrop FY 24 budget. Due to the salary savings, no detrimental impact to the budget is expected.

RECOMMENDATION:

Approve the amendment reducing the BEDC contribution by \$25,000.

ATTACHMENTS:

1. FY24 Main Street Budget
2. Ordinance

ORDINANCE NO. 2024-10

MAIN STREET PROGRAM BUDGET REDUCTION

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE AMENDMENT OF THE CITY OF BASTROP FY2024 BUDGET WITH A REDUCTION OF \$25,000 IN REVENUE RECEIVED FROM THE BASTROP ECONOMIC DEVELOPMENT CORPORATION ALLOCATED TO THE MAIN STREET PROGRAM; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER MEETING AND NOTICE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget for a reduction of \$25,000 in revenue received from the Bastrop Economic Development Corporation allocated to the Main Street Program for Fiscal Year 2024; and

WHEREAS, the City Council finds it is necessary to reduce the allocation of funds to the Main Street Program by \$25,000.

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

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

Section 2. 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 3. That funds shall be transferred, as set forth in Attachment A, for the above-stated purpose.

Section 4. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 5. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as

the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 7. Proper Meeting and Notice. This budget amendment shall be on file with the City Clerk for public inspection. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 26th day of March 2024.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 9th day of April 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**Main Street Budget/Actual
Fiscal Year 2024**

	Original Budget	Amended Budget	YTD Actual
Revenue			
HOT Tax Revenue	459,361.00	459,361.00	102,367.85
MS Events	22,500.00	22,500.00	-
BEDC Admin Support	50,000.00	50,000.00	25,000.00
Total Revenue	531,861.00	531,861.00	127,367.85

Expenses

Personnel	160,464.00	160,464.00	57,116.93
Supplies	11,900.00	11,900.00	1,104.16
Occupancy	900.00	900.00	-
Contractual	210,587.00	210,587.00	26,267.59
Other Charges	114,510.00	114,510.00	30,707.22
Contingencies	33,500.00	33,500.00	12,171.95
Total Expenses	531,861.00	531,861.00	127,367.85

Net Income	-	-	-
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City of Bastrop, TX

Account Summary

For Fiscal: 2023-2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
501-00-00-4007	MOTEL/HOTEL TAX RECEIPTS	459,361.00	459,361.00	-	102,367.85	-	69.58
501-00-00-4044	MS - SPONSORED EVENT	22,500.00	22,500.00	0	-	-22500	100
501-00-00-4493	BEDC ADMIN SERVICES	50,000.00	50,000.00	0	25,000.00	-33333.29	66.67
	Revenue Total:	531,861.00	531,861.00	0	127,367.85	(55,833.29)	
Expense							
501-85-80-5101	OPERATIONAL SALARIES	117,225.00	117,225.00	5,642.94	39,751.68	77473.32	66.09
501-85-80-5116	LONGEVITY	180.00	180.00	-	155.00	25	13.89
501-85-80-5117	OVERTIME	-	-	909.16	2,706.02	-2706.02	0
501-85-80-5150	SOCIAL SECURITY	8,969.00	8,969.00	497.01	3,242.90	5726.1	63.84
501-85-80-5151	RETIREMENT	14,688.00	14,688.00	890.82	5,515.80	9172.2	62.45
501-85-80-5155	GROUP INSURANCE	19,402.00	19,402.00	881.35	5,438.43	13963.57	71.97
501-85-80-5156	WORKERS COMPENSATION	-	-	-	307.10	-307.1	0
501-85-80-5201	SUPPLIES	4,300.00	4,300.00	-	85.73	4214.27	98.01
501-85-80-5203	POSTAGE	100.00	100.00	-	-	100	100
501-85-80-5230	FORMS	7,500.00	7,500.00	-	1,018.43	6481.57	86.42
501-85-80-5401	COMMUNICATIONS	900.00	900.00	-	-	900	100
501-85-80-5505	PROFESSIONAL SERVICES	195,000.00	195,000.00	-	21,071.91	173928.09	89.19
501-85-80-5560	ADMIN SUPPORT	15,587.00	15,587.00	-	5,195.68	10391.32	66.67
501-85-80-5601	ADVERTISING	53,250.00	53,250.00	-	1,600.00	51650	97
501-85-80-5602	PROMOTIONAL ACTIVITIES	14,500.00	14,500.00	-	5,926.96	8573.04	59.12
501-85-80-5604	BUSINESS DEVELOPMENT	3,000.00	3,000.00	-	212.00	2788	92.93
501-85-80-5605	TRAVEL & TRAINING	6,250.00	6,250.00	-	1,797.75	4452.25	71.24
501-85-80-5615	DUES & SUBSCRIPTIONS	2,010.00	2,010.00	-	935.00	1075	53.48
501-85-80-5620	SPONSORED EVENTS	35,500.00	35,500.00	-	20,235.51	15264.49	43
501-85-80-5920	DOWNTOWN BEAUTIFICATION	33,500.00	33,500.00	224.58	12,171.95	21328.05	63.67
	Expense Total:	531,861.00	531,861.00	9,045.86	127,367.85	404493.15	0.5282
	Report Surplus (Deficit):	-	-	(9,045.86)	-	-460326.44	4.822765

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
501 - HOTEL/MOTEL TAX FUND	182754	157754	197098.68	-603056.48	-760810.48
Report Surplus (Deficit):	182754	157754	197098.68	-603056.48	-760810.48

Hotel Occupancy Tax

The Hotel Tax Fund is utilized primarily to account for the receipt and expenditures of funds received by the City from the assessment of hotel occupancy tax. This fund includes several departments; Organizational Funding, Convention Center, Main Street Program, Cultural Arts Commission, and the Rodeo Arena.

Organizational Department

CONTRACTUAL SERVICES

This department is where the city appropriates funding to our Community Assets and to Visit Bastrop. Those Community Assets include the Bastrop Opera House, Bastrop County Historical Society & Visitor Center, and the Lost Pines Art Center. It also budgets for administrative costs related to collecting and auditing Hotel Occupancy Tax.

Community Asset Funding

The FY 2024 proposed funding for each organization is:

Organization	FY 21-22 Approved Funding	FY 22-23 Approved Funding	FY 23-24 Requested Funding	% of Operating Funds Requested	FY 23-24 Proposed Funding
Bastrop County Historical Society Visitor Center	\$126,905	\$162,986	\$213,786	100%	\$187,434
Bastrop County Historical Society Museum	\$68,338	\$88,411	\$110,991		\$101,673
Bastrop Opera House	\$118,806	\$147,818	\$169,800	25%	\$169,991
Lost Pines Art Center	\$89,516	\$129,660	\$156,950	27%	\$149,109
TOTALS	\$403,565	\$528,875	\$651,527		\$608,207

Visit Bastrop

Funding provided for Visit Bastrop is established through a contractual agreement. The contract states the City will target 35% of the new Hotel Occupancy Tax (HOT) revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's outstanding debt secured by HOT funds. The amount should not be less than 45% of the total HOT revenues. The FY 2024 payment was calculated per the contract, at \$1,293,700 based on the projected Hotel Occupancy Tax revenue of \$4,000,000. This funding amount does include \$75,000 for special event funding.

Professional Service

The City contracts with Localgov to provide administrative support with collecting, auditing and discovery related to Hotel Occupancy Tax amounting to \$10,000. This is also where the administrative support paid to the General Fund is recorded at \$60,757, down from \$154,700 in FY 2023. This category includes a one-time expenditure item, Hotel Pursuit Costs of \$350,000 (carry-over from FY 2023) and the eCab program funding of \$117,900. This category includes the Community Asset funding noted above.

CAPITAL OUTLAY

None noted

TRANSFER OUT

This transfer represents the outstanding debt secured by Hotel Occupancy Tax funds to the Debt Service Fund.

Other Departments

CONVENTION CENTER

The most significant change is an increase in personnel costs with the transfer of the staff back to this funds budget (out of the General Fund). The contractual service line includes \$215,083 in administrative support expenses paid to the General Fund, down from \$361,972 in FY 2023.

MAIN STREET PROGRAM

This budget increased by \$193,031 over the FY 2023 budget. The personnel costs increased by \$160,464 with the transfer of the staff back to this funds budget (out of the General Fund). The administrative support transfer to the General Fund went down by \$86,933. The Downtown Master Plan for \$150,000 was discussed during the FY 2023 budget workshops as an item to add to the FY 2024 budget. It is included in the contractual services category.

CULTURAL ARTS COMMISSION

This budget reflects the items laid out in the Cultural Arts Commission Work Plan presented to City Council in March of 2022.

Expenditures by Function

Name	FY2022 Actual	FY2023 Budgeted	FY2023 Projected	FY2024 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Expenditures					
Hotel Tax Fund					
Organizational Funding					
Contractual Services	\$1,525,860	\$2,391,975	\$2,876,700	\$2,442,574	2.1%
Contingency		\$0		\$442,968	N/A
Capital Outlay		\$25,000	\$25,000	\$0	-100%
Transfers Out	\$545,702	\$523,000	\$523,000	\$518,000	-1%
Total Organizational Funding:	\$2,071,562	\$2,939,975	\$3,424,700	\$3,403,542	15.8%
Hospitality & Downtown					
Convention Center					
Personnel Costs		\$0		\$288,122	N/A
Supplies & Materials	\$42,030	\$42,300	\$41,700	\$42,300	0%
Maintenance & Repairs	\$40,000	\$46,450	\$46,450	\$46,450	0%
Occupancy	\$50,434	\$47,100	\$47,100	\$47,100	0%
Contractual Services	\$292,368	\$400,472	\$407,972	\$261,083	-34.8%
Other Charges	\$23,163	\$26,000	\$22,500	\$22,500	-13.5%
Total Convention Center:	\$447,994	\$562,322	\$565,722	\$707,555	25.8%
Main Street					
Personnel Costs		\$0		\$160,464	N/A
Supplies & Materials	\$7,046	\$20,900	\$10,300	\$11,900	-43.1%
Occupancy	-\$28	\$900	\$900	\$900	0%
Contractual Services	\$113,143	\$161,020	\$147,520	\$210,587	30.8%
Other Charges	\$67,145	\$122,510	\$73,010	\$114,510	-6.5%
Contingency	\$40,984	\$33,500	\$33,500	\$33,500	0%
Total Main Street:	\$228,290	\$338,830	\$265,230	\$531,861	57%
Total Hospitality & Downtown:	\$676,284	\$901,152	\$830,952	\$1,239,416	37.5%
Cultural Arts Commission					
Supplies & Materials	\$68	\$2,000		\$2,000	0%
Maintenance & Repairs		\$5,000	\$5,730	\$5,000	0%
Contractual Services	\$1,879	\$47,500	\$42,500	\$47,500	0%
Other Charges	\$1,197	\$1,000	\$1,000	\$1,000	0%
Total Cultural Arts Commission:	\$3,143	\$55,500	\$49,230	\$55,500	0%
Rodeo					
Maintenance & Repairs	\$1,125	\$0		\$0	0%
Occupancy	\$3,415	\$3,200	\$3,200	\$3,296	3%
Total Rodeo:	\$4,540	\$3,200	\$3,200	\$3,296	3%

Name	FY2022 Actual	FY2023 Budgeted	FY2023 Projected	FY2024 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Total Hotel Tax Fund:	\$2,755,530	\$3,899,827	\$4,308,082	\$4,701,754	20.6%
Total Expenditures:	\$2,755,530	\$3,899,827	\$4,308,082	\$4,701,754	20.6%

Personnel Schedule

POSITION TITLE	ACTUAL FY2022	BUDGET FY2023	PROPOSED FY2024
CONVENTION CENTER			
Special Event Manager	0	0	.65
Maintenance Supervisor	0	0	1
Facilities Attendant	0	0	1
Special Event Worker	0	0	1
TOTAL	0	0	3.65
MAIN STREET			
Main Street Manager	0	0	1
Special Event Worker	0	0	1
TOTAL	0	0	2
TOTAL	0	0	5.65

These positions were previously budgeted in the General Fund and a transfer was made from the Hotel Occupancy Tax fund. For FY 2024, these positions have been moved back to the Hotel Occupancy Tax fund and the transfer to the General Fund has been reduced.

Goal #1

ECONOMIC VITALITY - Increase Convention Center revenue by 10%

Measures: Revenue

Actual FY2022	Goal FY2023	Projected FY2023	Goal FY2024
\$194,000	\$198,000	\$240,000 (21%)	\$264,000 (10%)



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2024-11 of the City Council of the City of Bastrop, Texas, approving the zoning change for 31.4559 +/- acres out of the A11 Bastrop Town Tract, Bastrop County, Texas, more commonly known as Bastrop Gateway from P2 rural and P5 core to planned development district with P5 core base zoning, 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; and move to include on the April 23, 2024, Consent Agenda for second reading.

STAFF REPRESENTATIVE:

Submitted by: Kennedy Higgins – Senior Planner, Development Services

BACKGROUND:

The applicant has applied for a Zoning Concept Scheme for Bastrop Gateway. The proposal is to place a Planned Development District (PDD) with a P5 Core base zoning to incorporate multi-family housing, which coincides with Transitional Residential as defined by our Future Land Use plan, as well as commercial uses such as retail to serve the development and surrounding areas.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The P&Z Commission reviewed the Zoning Concept Scheme at their March 28, 2024, regular meeting, and recommended approval of the rezoning request, for a Planned Development District (PDD) with a P5 Core base zoning, by a vote of 5-0.

STAFF RECOMMENDATION:

Hold public hearing and consider action to approve the first reading and move to include on the April 23, 2024, Regular Agenda for second reading.

ATTACHMENTS:

- Attachment 1: Memo Staff Report for Bastrop Gateway Zoning Concept Scheme - PDD
- Attachment 2: Ordinance No. 2024-11



To: Sylvia Carrillo, City Manager
From: Kennedy Higgins, Senior Planner- Planning & Development
Date: March 28, 2024
Subject: Bastrop Gateway PDD

=====

ITEM DETAILS:

Site Address/Property ID: The corner of Pitt Street and Highway 71. 39300, 47503, 47504, 39301, 36825, 47478, 47803, 36809, 47488, 47491 (as attached in Exhibit A of the PDD)
Total Acreage: 31.4559 +/-
Acreage Rezoned: 31.4559 +/-
Legal Description: 31.4559 +/- acres out of the A11 Bastrop Town Tract (see Exhibit A)
Property Owner: Charuvila Mathew/Austin Bastrop LLC and Venkat Mallya/Avichi Pitt Street LLC
Agent Contact: Liz Horvath/Place Designers
Existing Use: Vacant/Undeveloped
Existing Zoning: P2 Rural and P5 Core
Proposed Zoning: Planned Development District, P5 Core Base Zoning
Character District: Lost Pines
Future Land Use: Transitional Residential

BACKGROUND:

The applicant has applied for a Zoning Concept Scheme for Bastrop Gateway (Attachment 2). The proposal is to place a Planned Development District (PDD) with a P5 Core base zoning to incorporate multi-family housing, which coincides with Transitional Residential as defined by our Future Land Use plan, as well as commercial uses such as retail to serve the development and surrounding areas.

LAND USE:

The existing land use is classified as P2 – Rural and P5 – Core. However, the future land use map calls for “transitional residential” as defined below.

Place Type 5 – Core is defined in the code as:

“Higher density mixture of Building Types that accommodate commercial, retail, offices, row houses, and apartments. It has a tight network of Streets, with wide sidewalks, steady Street Tree plantings, and buildings set close to the sidewalks. P5 is a highly walkable area. A continuous line of buildings is critical to define the Public Frontage and allow for visible activity along the Street edge.

The Future Land Use Plan shows this area as Transitional Residential:

“The Transitional Residential character area is for lands to be developed with higher densities and a variety of housing types. The character area supports high density single-family detached, single-family attached (duplexes, triplexes, townhouses) and multifamily (apartments), and institutional residential uses such as nursing homes and assisted living facilities.”

Infrastructure	Available (Y/N)	Proposed
Water	Y	Line Extensions
Wastewater	Y	Line Extensions
Drainage	Y	Drainage will be handled by each section individually
Transportation	Y	Future connection to Chestnut
Parks and Open Space	Y	Civic space will be dedicated based on the Master Plan

Drainage

Drainage will be managed by each section individually; pre and post-development drainage conditions will remain the same. A drainage plan will be submitted and reviewed by the City Engineer prior to Final Plat approval.

Utilities

Wastewater and water service (domestic and fire) will be provided by the City of Bastrop via line extensions, exact locations to be determined prior to platting. These lines will be designed according to the City’s construction standards, as well as the Texas Commission on Environmental Quality’s (TCEQ) requirements. Exact connections will be determined prior to Preliminary Plat approval.

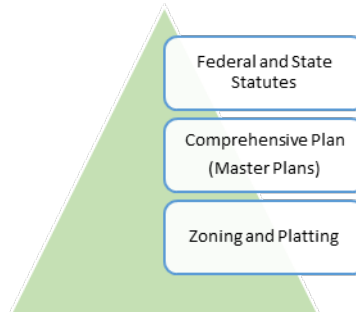
Electric service provided by Bluebonnet Electric.

Gas will be provided by Center Point Energy.

Traffic Impact and Streets

This zoning concept plan was designed in order to maximize pedestrian and vehicular circulation within the development. There will be public streets that connect the property to Pitt Street and the remainder of the development that allow for future connections to Chestnut Street, as well as connections to the West for future trail connections as shown in Exhibit B of the PDD. The streets will have a width of 55.5. A traffic impact analysis will be completed prior to approval of the Preliminary Plat.

POLICY EXPLANATION:



Texas Local Government Code

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

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

The public meeting was noticed in the newspaper on 03/06/2024, Zoning Change signs were visibly placed in the front of the property on 03/13/2024 and notice was sent to property owners within 600 feet of the property boundary on 03/07/2024. Notice of the meeting was posted at least 72 hours in advance.

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

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

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

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

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

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of three-fourths majority to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

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

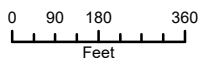
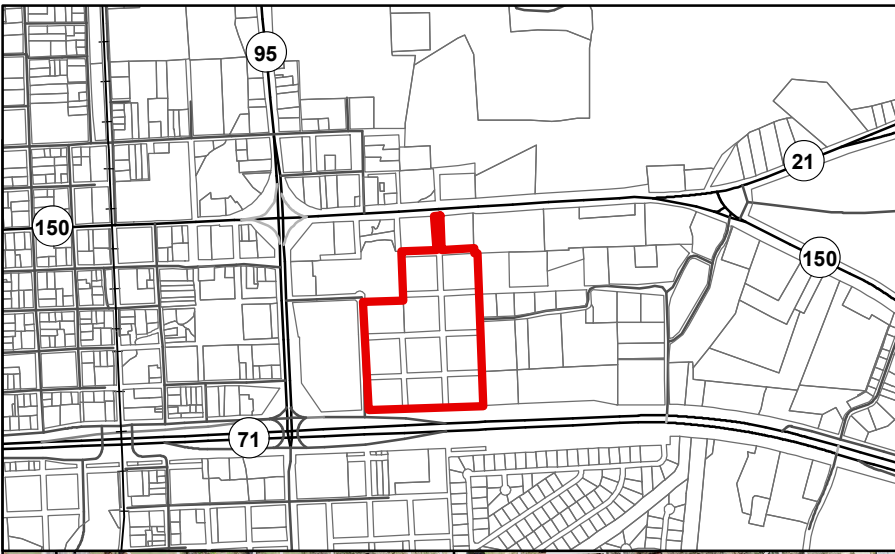
Representative land uses that are appropriate in Transitional Residential include multifamily apartments which are proposed within Bastrop Gateway. Also proposed are commercial uses that are intended to serve the neighborhood including retail.

RECOMMENDATION:

Hold public hearing and consider action on a recommendation for the Bastrop Gateway Zoning Concept Scheme, changing the zoning for 31.4559 +/- acres out of the A11 Bastrop Town Tract from P2 Rural and P5 Core to a Planned Development District (PDD) with a base district of P5 Core, as shown on Attachment 2, located at the corner of Pitt Street and Highway 71 , within the city limits of Bastrop, Texas.

ATTACHMENTS:

- Attachment 1: Location Map
- Attachment 2: Bastrop Gateway PDD
- Attachment 3: PDD Exhibits



1 inch = 400 feet

Date: 3/19/2024

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



BASTROP GATEWAY PLANNED DEVELOPMENT DISTRICT (PDD)

Purpose & Intent

The goal of the Bastrop Gateway PDD and Project is to promote a range of development within an overall street network, public space, and sustainable infrastructure framework that will become a model vibrant, walkable, and ecological neighborhood for the City of Bastrop, Texas. The vision for this new overlay district builds upon the recent growth and momentum that has shaped the City of Bastrop into one of Austin's most desirable regional suburban centers, setting a new standard for building the highest quality suburban environment for residents and visitors alike. Bastrop Gateway will join major regional transportation pathways and be fully connected to historic sites like Main Street to the west and Lost Pines Park to the east. Pedestrian trails throughout the development will assure interaction with nature and protection of heritage trees within an exciting mixed-use / new town atmosphere.

Bastrop Gateway is designed as a destination for residential, commercial and retail activity near major connecting highways just east of the Colorado River, less than ½ mile from City Hall and the Central Business District. This PDD is located on the eastern side of Bastrop with access from State Hwy 71, State Hwy 21 and 95. This 30-acre area sits high above the City Center with vistas east, west and south overlooking the Colorado River basin and luscious fertile agricultural land downstream.

The City of Bastrop enjoys significant visibility and adjacency to both Austin and Houston. As population growth continues to encroach on Bastrop from both of these major metropolitan areas, the Bastrop Gateway PDD provides a mix of commercial and retail activity within a concentrated setting of multifamily apartments, condominiums, and entertainment venues. The "Gateway" to Bastrop will be visible for miles in all directions and become a landmark for residents, visitors, businesspeople, transient guests, performers and sophisticated, creative thinkers. Bastrop Gateway will be a "new town" cluster of interdependent businesses within an established and growing historic City.

The purpose of the Bastrop Gateway PDD (hereafter referred to as Gateway) is to guide the future development of the property, located near the northeast corner of SH 71 and SH 95 intersection. Inspired by a new appreciation for convenient, "live-work" environments this PDD brings nature closer to an evolving culture of work-from-home settings.

- A. The Gateway is intended to be a diverse multi-generational, mixed-use, residential neighborhood that includes retail streets, a neighborhood office complex, senior facilities, hotel, a community center, child care, urgent care, and multi-family and townhouse residential units with a neighborhood trail in a park-like setting.
- B. The objective of the Gateway is to build a mixed use community that is both highly sustainable and unique in character, while offering a range of amenities for residents, set within an attractive pedestrian environment.
- C. The Gateway land use strategy focuses on several key neighborhood spaces within convenient walking distance for all residents. The result will be a neighborhood in which residents can easily engage in a wide range of services, businesses, public spaces and supporting amenities without requiring the use of cars.

PLANNED DEVELOPMENT DISTRICT (PDD)
FOR
BASTROP GATEWAY

1 PROPERTY

1.1 This PDD applies to approximately 31.4559 acres of land located within the full purpose jurisdiction of the City of Bastrop, Texas, as shown on **Exhibit "A"**, which land consists of ten (10) lots and public right-of-way combined being 31.4559 acres out of the s5310 - Building Block Abstract 11, Bastrop County, Texas, which are collectively herein defined as the "Property", and which are legally described as follows:

AVICHI PITT STREET LLC

- BUILDING BLOCK 126 E W ST, ACRES 2.1599
- BUILDING BLOCK 127 E W ST, ACRES 2.5466
- BUILDING BLOCK 138 E W ST, ACRES 2.5400

AUSTIN BASTROP LLC

- BUILDING BLOCK 136 E W ST, ACRES 2.433
- BUILDING BLOCK 137 E W ST, ACRES 2.557
- BUILDING BLOCK 139 E W ST, ACRES 2.178
- BUILDING BLOCK 162 E W ST, ACRES 2.133
- BUILDING BLOCK 163 E W ST, ACRES 2.503
- BUILDING BLOCK 164 E W ST, ACRES 2.528
- BUILDING BLOCK 165 E W ST, ACRES 2.400

CITY OF BASTROP

- RIGHT-OF-WAY, ACRES 7.4774

2 APPLICABILITY OF CITY ORDINANCES

2.1 This PDD shall be applicable to zoning as it applies to all portions of the Property. All design, development, and use criteria not specifically covered by this PDD shall be subject to the applicable provisions of the B3 Code. All design, development and use of the Property shall conform to the PDD described herein and, unless superseded, amended or controverted by the terms of this PDD, to a CORE (P5) place type, which is the zoning designations most similar to and compatible with the design, development and use proposed for the Property.

3 Tree Preservation Plan

3.1 All tree mitigation and preservation requirements within the B3 Code shall be addressed prior to any disturbance of any soil on the site. The goal of this PDD is to identify, preserve, and protect heritage trees where feasible.

4 DEVELOPMENT SUB-DISTRICTS

4.1 Improvements on the Property shall be designed and developed in three sub-districts as shown on **Exhibit "C"**, being **Sub-District 1, Sub-District 2, and Sub-District 3.**

- 4.2 Sub-District 1 consists of approx. 9.2792 AC and is generally comprised of Master Plan Parcels A, B, H, & I
- 4.3 Sub-District 2 consists of approx. 8.8212 AC and is generally comprised of Master Plan Parcels C, F, & G
- 4.4 Sub-District 3 consists of approx. 9.0894 AC and is generally comprised of Master Plan Parcels D & E
- 4.5 Sub-District Uses defined as shown on the Master Plan **Exhibit “B”**

SUB-DISTRICT	PRIMARY USE	SECONDARY USE
1	Commercial	Office / Multi-Family
2	Hotel / Multi-family	Commercial / Office
3	Multi-Family	Commercial / Office

- 4.6 Improvements on the Property shall be designed and developed in accordance with the B3 PLACE TYPE P5 ZONING DISTRICT as listed below and with the following modifications:

B3 CODE SECTION	DESCRIPTION	DEVELOPMENT ISSUE	PROPOSED ALTERNATIVE - SUB-DISTRICTS			REASONING
			1	2	3	
6.3.005 (d) (5)	ALLEYS & DRIVEWAY LOCATIONS DRIVEWAY WITH A MAXIMUM WIDTH OF 24' FOR TWO-WAY	STANDARD TWO-WAY DRIVES WITH 90 DEGREE PARKING IS 26'	26' MAX. WIDTH FOR TWO-WAY			ALLOWS TWO-WAY DRIVEWAYS WITH PARKING AS WELL AS MINIMUM REQUIREMENT FOR FIRE ACCESS.
6.5.003.A	LOT COVERAGE 80% MAX.	TO CREATE A DENSE URBAN DEVELOPMENT AS DEPICTED ON PDD MASTER PLAN REQUIRES MORE COVERAGE FOR BUILDINGS, PARKING, AND MULTI-USE PATHWAYS	90% MAX.	90% MAX.	80% MAX.	LOT COVERAGE MUST INCREASE ON THE MORE DENSELY PLANNED AREAS.
	BUILDING FRONTAGE AT BUILD-TO-LINE 80% MIN.	TO CREATE A DENSE URBAN DEVELOPMENT AS DEPICTED ON PDD MASTER PLAN REQUIRES LARGER VARIABLE OF BUILDING CONFIGURATIONS THAT CANNOT MEET THE MINIMUM	20% MIN.			BASED ON THE CURRENT MARKETABLE USES AND MULTIPLE STREET FRONTAGES, THE BUILD-TO-LINE FRONTAGE REQUIREMENT CANNOT BE ACHIEVED.

	BUILD-TO-LINE 2'-15'	TO CREATE A DENSE URBAN DEVELOPMENT AS DEPICTED ON PDD MASTER PLAN REQUIRES LARGER VARIABLE OF BUILD-TO-LINE	2'-NO MAX			BASED ON THE CURRENT MARKETABLE USES AND MULTIPLE STREET FRONTAGES, THE BUILD-TO-LINE SETBACK CANNOT BE ACHIEVED.
6.5.003 (B)	PRINCIPAL BUILDING 5 STORY MAX.	TO CREATE A DENSE URBAN DEVELOPMENT AS DEPICTED ON PDD MASTER PLAN REQUIRES TALLER BUILDINGS IN THE RETAIL AND CENTRAL CORE AREAS	8 STORIES MAX.	9 STORIES MAX. WITH EXCEPTION OF ONE BUILDING ALLOWED 12 STORIES MAX.	8 STORIES MAX.	IN ORDER TO CREATE AN URBAN MIXED USE DEVELOPMENT, FLEXIBILITY ON HEIGHT OF BUILDINGS IS REQUIRED.
6.5.003 (D)	NO FIRST LAYER PARKING NOT PERMITTED	BASED ON LIMITATIONS ON THE SITE AND STREET CONFIGURATION, PARKING MUST BE ALLOWED IN ALL THREE LAYERS.	PERMITTED			BASED ON LIMITATIONS ON THE SITE AND STREET CONFIGURATION, PARKING MUST BE ALLOWED IN ALL THREE LAYERS.
	SECOND LAYER PARKING NOT PERMITTED		PERMITTED			
	THIRD LAYER PARKING PERMITTED		PERMITTED			
7.4.002 (a)	BLOCK LENGTH 330 ft max	BLOCK LENGTH MAXIMUM IS TOO SMALL BASED ON PDD MASTER PLAN ROAD CONFIGURATIONS	NO MAX			DUE TO THE PDD LOCATION TO ADJACENT LAND USES IN PLACE, STANDARD BLOCK LENGTHS CANNOT BE ACHIEVED IN IT'S PLANNED CONFIGURATION.
	BLOCK PERIMETER 1,320 ft. MAX.	BLOCK PERIMETER MAXIMUM IS TOO SMALL BASED ON PDD MASTER PLAN ROAD CONFIGURATIONS	NO MAX			DUE TO THE PDD LOCATION TO ADJACENT LAND USES IN PLACE, STANDARD BLOCK PERIMETERS CANNOT BE ACHIEVED IN IT'S PLANNED CONFIGURATION.

4.7 A proposed rendering of the project which remains subject to modification as permitted under this PDD and the Code is depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference. The final number, size, use and location of Buildings may vary on the final site plan(s) in accordance with the master plan and sub-districts.

4.8 The final site plan(s) shall be subject to City approval. This PDD allows for multiple site plans or subdivisions within the Property in order to allow for phased development. City approval shall be based upon each individual site plan, provided that, taken together, all site plans provide for

an integrated mixed use development on the Property, and conforms to any subdivision requirements not listed in this document including, but non limited to, local, state, and federal laws (i.e. Texas Local Government Code, B3 Code etc.). The Approval of site plan is not contingent upon approval of other site plans, it is contingent upon a final plat and access to publicly dedicated street/ public improvements.

- 4.9** The Property shall have an assignment of at least 10% of its land dedicated to Civic/Open Space. Since Civic/Open space is not proportional among the phases of development, a reservation will be executed prior to development specifying what land will be dedicated to Civic/Open space to ensure such space will be provided. Developer shall seek City consent for the location of the dedicated land and the City shall have the right to accept the land for Civic/Open Space.

5 PEDESTRIAN & VEHICULAR CIRCULATION

- 5.1** The improvements within this PDD will be designed to maximize pedestrian and vehicular circulation within the Property.
- 5.2** This PDD will include pedestrian and vehicular circulation plans designed to provide access to all areas within the Property and will incorporate homogenous design features for all Buildings and other improvements and appurtenances within the Property. Off-site pedestrian connectivity from the PDD site to the rodeo grounds will be allowed for in the final site plans.
- 5.3** After final approval of this PDD, the general alignment of proposed internal pedestrian and vehicular circulation may be modified from the proposed rendering shown in **Exhibit "B"** to accommodate Building locations on the approved site plan(s) and for the protection of trees and fire safety requirements. A schematic presentation of suggested internal pedestrian and vehicular circulation is depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference. It is the intent of this PDD that vehicular streets internal to the Property and depicted as such in **Exhibit "C"** be considered as public streets. Pedestrian and vehicle circulation shall generally conform to that which is shown in Exhibit B. Any major (or substantive) modification/deviation from the design in Exhibit B shall only be made with written City consent.
- 5.4** A completed and approved Traffic Impact Analysis (TIA) shall be required prior to approval of the preliminary plat.

6 PDD MODIFICATIONS

- 6.1** This PDD represents the allowable uses and design standards for the Property. Any substantial amendment to the PDD Plans and Exhibits, as determined by the city manager, shall be considered a PDD amendment, which shall require Council approval. Non-substantial modifications may be approved administratively by the city manager. Non-substantial modifications may include:
- Area/boundary – less than 10% (increases or decreases)
 - Road Configuration – Street locations may not move more than 100' in any direction
 - Road Cross Sections – modifications through the design process (The road cross-section should meet all City street standards. In accordance with adopted street cross sections and approved by City.)
 - Detention areas – location, configuration, shape
 - Public Space Configuration – as allowed by the PDD
 - Lot Coverage – within the guidelines and up to the maximum allowed in this PDD

- Building Height – within the guidelines and up to the maximum allowed in this PDD
- Use mix – Uses allowed by sub-district in this PDD (section 4.5) and the P5 zoning as long as the primary use is 51% or more of the parcel. Conference center / events center can occur in multiple sub-districts as long as it ties into the hotel location.

6.2 Upon approval of this document and prior to or in conjunction with Site Development Permit Submittal, Architectural Guidelines will be developed and promulgated to control the continuity of the entire Planned Development District.

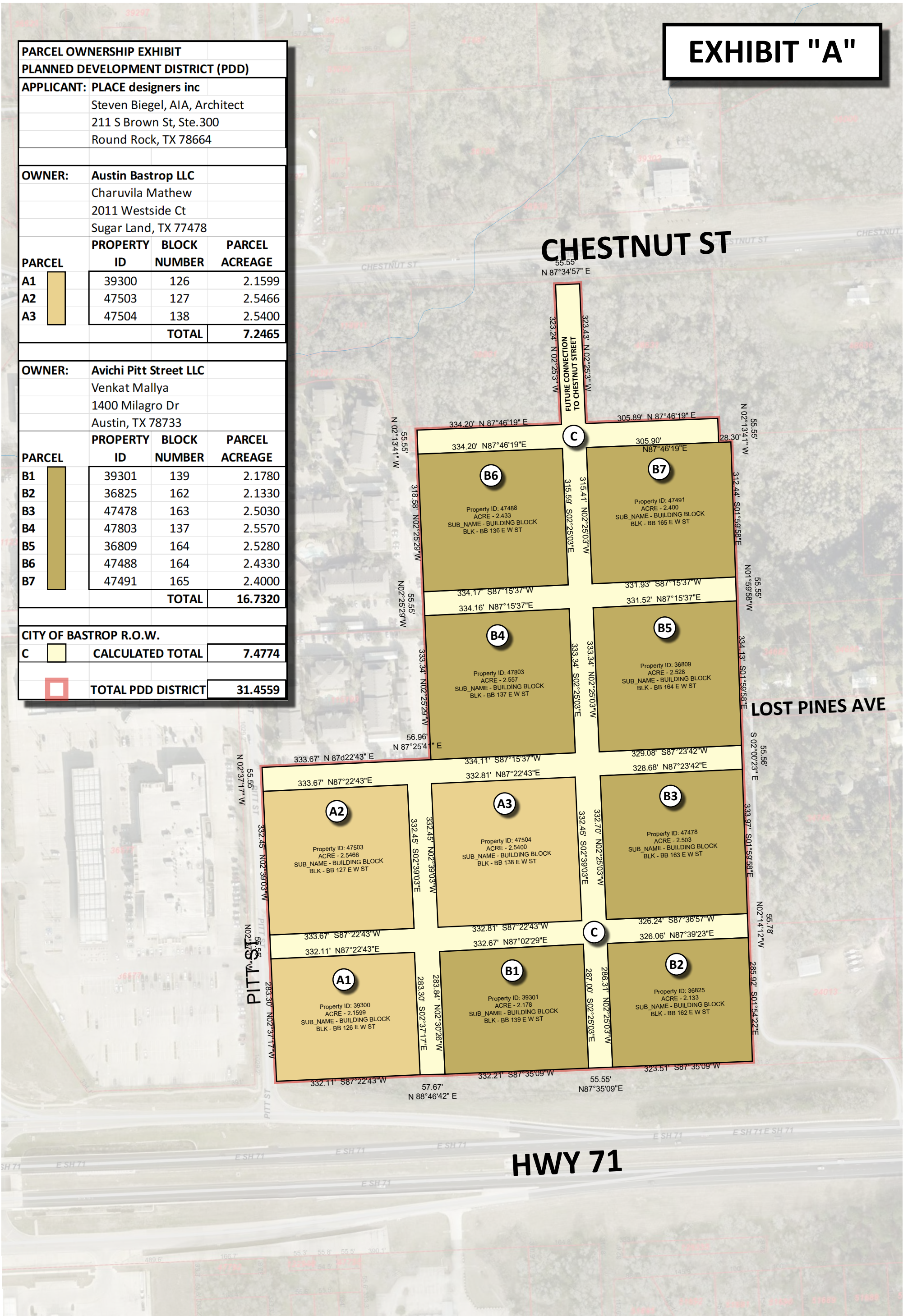
7 LIST OF EXHIBITS

7.1 The following exhibits are attached hereto and incorporated herein by reference:

- A. PDD OWNERSHIP & R.O.W. EXHIBIT
- B. PDD MASTER PLAN
- C. PDD DISTRICT MAP
- D. PDD PHASING PLAN

EXHIBIT "A"

PARCEL OWNERSHIP EXHIBIT			
PLANNED DEVELOPMENT DISTRICT (PDD)			
APPLICANT: PLACE designers inc			
Steven Biegel, AIA, Architect 211 S Brown St, Ste.300 Round Rock, TX 78664			
OWNER: Austin Bastrop LLC			
Charuvila Mathew 2011 Westside Ct Sugar Land, TX 77478			
PARCEL	PROPERTY ID	BLOCK NUMBER	PARCEL ACREAGE
A1	39300	126	2.1599
A2	47503	127	2.5466
A3	47504	138	2.5400
		TOTAL	7.2465
OWNER: Avichi Pitt Street LLC			
Venkat Mallya 1400 Milagro Dr Austin, TX 78733			
PARCEL	PROPERTY ID	BLOCK NUMBER	PARCEL ACREAGE
B1	39301	139	2.1780
B2	36825	162	2.1330
B3	47478	163	2.5030
B4	47803	137	2.5570
B5	36809	164	2.5280
B6	47488	164	2.4330
B7	47491	165	2.4000
		TOTAL	16.7320
CITY OF BASTROP R.O.W.			
C	CALCULATED TOTAL		7.4774
	TOTAL PDD DISTRICT		31.4559



BASTROP GATEWAY BASTROP, TEXAS

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PLACE designers, inc.

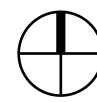
PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE

211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
T: [512] 238 8912 | F: [512] 238 8913 | PLACEdesigners.com

MARCH 19, 2024

PDD OWNERSHIP & R.O.W. EXHIBIT

SCALE: 1" = 200'



NORTH



31.46 TOTAL ACRES

EXHIBIT "B"

BASTROP GATEWAY													2/15/2024		
YIELD ANALYSIS															
PLANNED DEVELOPMENT DISTRICT (PDD)															
ID	PARCEL	ACREAGE	USE	STORIES	FLOOR S.F.	GROSS S.F.	NET S.F.	UNIT COUNT	FLOOR S.F.	GARAGE LEVELS	GARAGE S.F.	GARAGE PARKING	SURFACE PARKING	TOTAL PARKING	RATIO
A	2.3530	DAYCARE (or URGENT CARE)	1	9,600	9,600	7,680							54	54	177.8
B	1.9115	RETAIL	2	21,500	43,000	34,400							111	111	387.4
C	3.5902	MULTI-FAMILY	5	77,000	385,000	308,000	371	115000		2	230,000	575		575	1.5
D	6.3289	MULTI-FAMILY	3	56,850	170,550	136,440	144						173	173	1.2
E	2.7605	TOWNHOMES	3	29,017	87,051	69,641	28					56		56	2.0
F	2.332	HOTEL	10	24,750	247,500	198,000	239	45900		2	91,800	230	114	344	1.4
G	2.899	MULTI-FAMILY	6	54,000	324,000	259,200	312	84100		2	168,200	421	20	441	1.4
H	2.4803	THEATER	1	16,000	16,000	12,800							161	161	99.4
I	2.5344	RETAIL	1	21,630	21,630	17,304							85	85	254.5
4.2717 RIGHT OF WAY															
TOTAL				31.4615	PLANNED DEVELOPMENT DISTRICT										

NOTE:
MULTI-FAMILY, MIXED USE, COMMERCIAL, RETAIL, ENTERTAINMENT AND SUCH OTHER USES AS ARE PERMITTED IN THE BASE P-5 ZONE.



THIS IS AN ILLUSTRATION ONLY.
DETAILS, TYPOLOGY, IMAGERY, USES, LOT COVERAGE, ROADWAY LOCATIONS, BUILDING HEIGHT, ETC. SUBJECT TO CHANGE PER THE TERMS OF THIS PDD.

BASTROP GATEWAY BASTROP, TEXAS



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MARCH 19, 2024

PDD MASTER PLAN

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SCALE: 1" = 200'

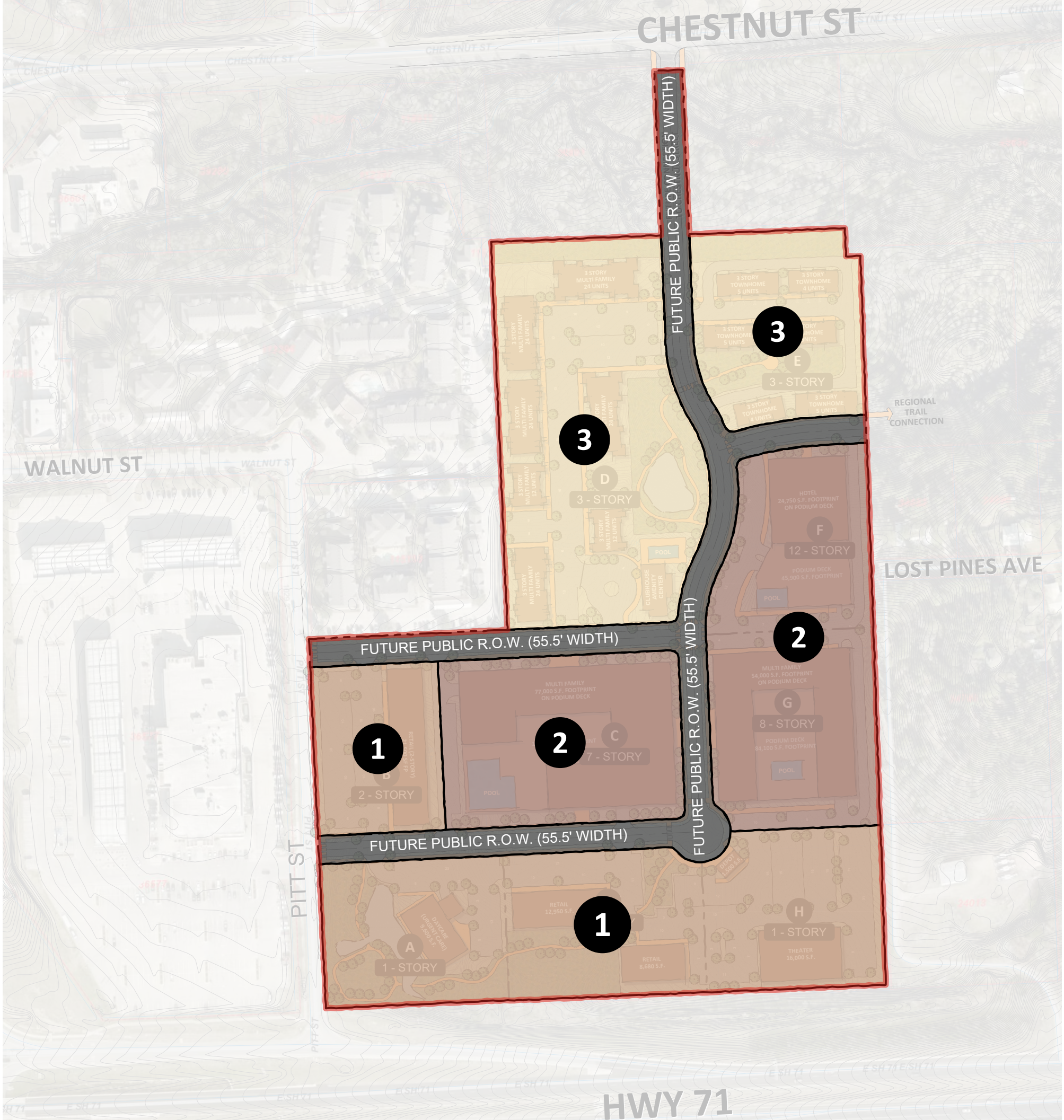


31.46 TOTAL ACRES

EXHIBIT "C"

PDD SUB-DISTRICT DESIGNATIONS

- SUB-DISTRICT 1
- SUB-DISTRICT 2
- SUB-DISTRICT 3
- PUBLIC R.O.W. 55.5' WIDE



THIS IS AN ILLUSTRATION ONLY. DETAILS, TYPOLOGY, IMAGERY, USES, LOT COVERAGE, ROADWAY LOCATIONS, BUILDING HEIGHT, ETC. SUBJECT TO CHANGE PER THE TERMS OF THIS PDD.

BASTROP GATEWAY BASTROP, TEXAS

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MARCH 19, 2024

PDD SUB-DISTRICT MAP



SCALE: 1" = 200'

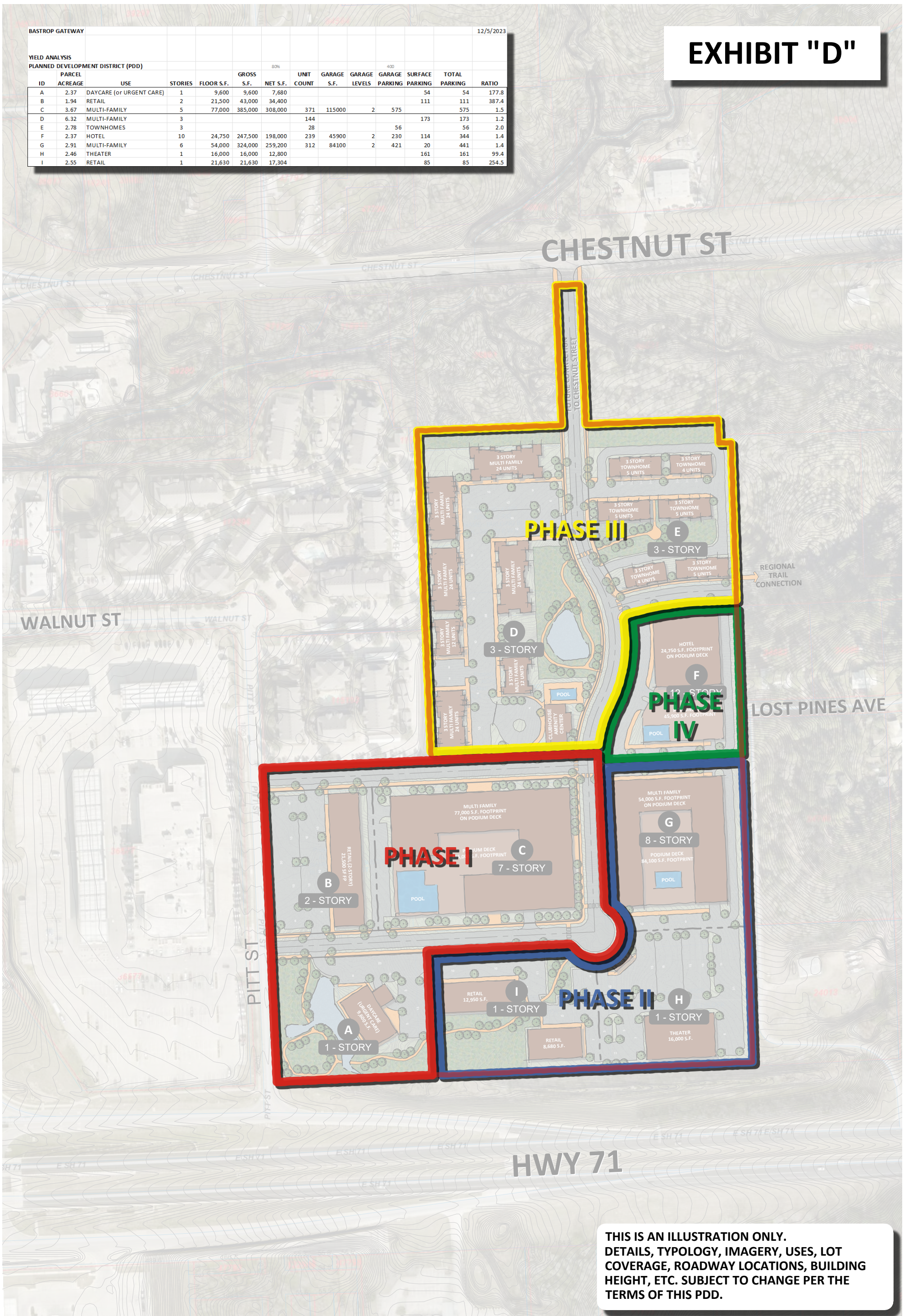
0 100' 200' 400'

31.46 TOTAL ACRES

EXHIBIT "D"

YIELD ANALYSIS
PLANNED DEVELOPMENT DISTRICT (PDD)

ID	PARCEL ACREAGE	USE	STORIES	FLOOR S.F.	GROSS S.F.	NET S.F.	UNIT COUNT	GARAGE S.F.	GARAGE LEVELS	GARAGE PARKING	SURFACE PARKING	TOTAL PARKING	RATIO
A	2.37	DAYCARE (or URGENT CARE)	1	9,600	9,600	7,680					54	54	177.8
B	1.94	RETAIL	2	21,500	43,000	34,400					111	111	387.4
C	3.67	MULTI-FAMILY	5	77,000	385,000	308,000	371	115000	2	575		575	1.5
D	6.32	MULTI-FAMILY	3				144				173	173	1.2
E	2.78	TOWNHOMES	3				28			56		56	2.0
F	2.37	HOTEL	10	24,750	247,500	198,000	239	45900	2	230	114	344	1.4
G	2.91	MULTI-FAMILY	6	54,000	324,000	259,200	312	84100	2	421	20	441	1.4
H	2.46	THEATER	1	16,000	16,000	12,800					161	161	99.4
I	2.55	RETAIL	1	21,630	21,630	17,304					85	85	254.5



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BASTROP GATEWAY BASTROP, TEXAS

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PDD MASTER PLAN PHASING

MARCH 19, 2024



SCALE: 1" = 200'



31.46 TOTAL ACRES

ORDINANCE 2024-11

**ZONING CONCEPT SCHEME CHANGE
BASTROP GATEWAY**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 31.4559 +/- ACRES OUT OF THE A11 BASTROP TOWN TRACT, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS BASTROP GATEWAY FROM P2 RURAL AND P5 CORE TO PLANNED DEVELOPMENT DISTRICT WITH P5 CORE BASE ZONING; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, on or about November 11, 2023, Liz Horvath submitted a request for zoning modifications for certain properties located at the corner of Pitt Street and Highway 71, within the city limits of Bastrop, Texas described as being 31.4559 +/- acres of land out of the A11 Bastrop Town Tract more commonly known as Bastrop Gateway ("Property"); and

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property; 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 March 28, 2024; 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, 31.4559 +/- acres tract of land out of the A11 Bastrop Town Tract more commonly known as Bastrop Gateway, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P2 Rural and P5 Core to Planned Development District with a base district of P5 Core. 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 9th day of April 2024.

READ & ADOPTED on Second Reading on this the 23 day of April 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

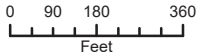
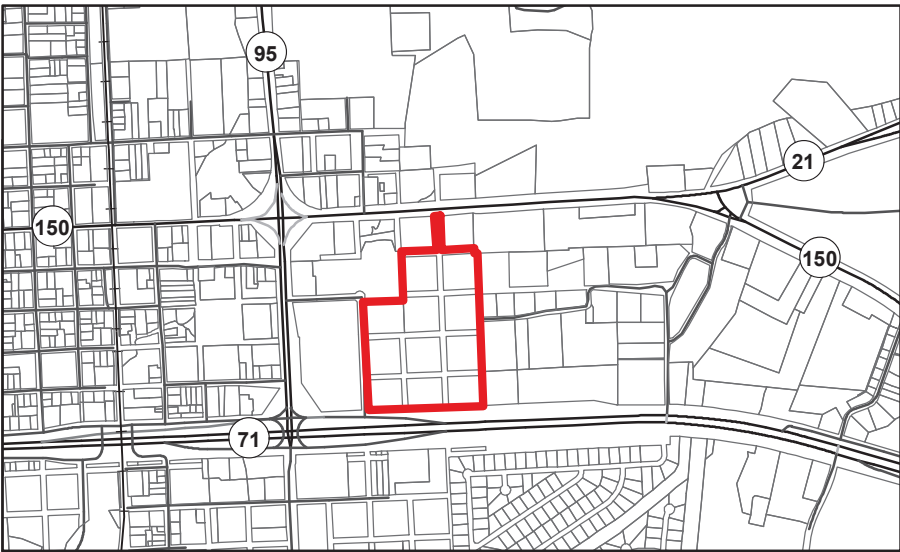
Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ATTACHMENT A

Property Description



1 inch = 400 feet

Date: 3/19/2024

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



BASTROP GATEWAY PLANNED DEVELOPMENT DISTRICT (PDD)

Purpose & Intent

The goal of the Bastrop Gateway PDD and Project is to promote a range of development within an overall street network, public space, and sustainable infrastructure framework that will become a model vibrant, walkable, and ecological neighborhood for the City of Bastrop, Texas. The vision for this new overlay district builds upon the recent growth and momentum that has shaped the City of Bastrop into one of Austin's most desirable regional suburban centers, setting a new standard for building the highest quality suburban environment for residents and visitors alike. Bastrop Gateway will join major regional transportation pathways and be fully connected to historic sites like Main Street to the west and Lost Pines Park to the east. Pedestrian trails throughout the development will assure interaction with nature and protection of heritage trees within an exciting mixed-use / new town atmosphere.

Bastrop Gateway is designed as a destination for residential, commercial and retail activity near major connecting highways just east of the Colorado River, less than ½ mile from City Hall and the Central Business District. This PDD is located on the eastern side of Bastrop with access from State Hwy 71, State Hwy 21 and 95. This 30-acre area sits high above the City Center with vistas east, west and south overlooking the Colorado River basin and luscious fertile agricultural land downstream.

The City of Bastrop enjoys significant visibility and adjacency to both Austin and Houston. As population growth continues to encroach on Bastrop from both of these major metropolitan areas, the Bastrop Gateway PDD provides a mix of commercial and retail activity within a concentrated setting of multifamily apartments, condominiums, and entertainment venues. The "Gateway" to Bastrop will be visible for miles in all directions and become a landmark for residents, visitors, businesspeople, transient guests, performers and sophisticated, creative thinkers. Bastrop Gateway will be a "new town" cluster of interdependent businesses within an established and growing historic City.

The purpose of the Bastrop Gateway PDD (hereafter referred to as Gateway) is to guide the future development of the property, located near the northeast corner of SH 71 and SH 95 intersection. Inspired by a new appreciation for convenient, "live-work" environments this PDD brings nature closer to an evolving culture of work-from-home settings.

- A. The Gateway is intended to be a diverse multi-generational, mixed-use, residential neighborhood that includes retail streets, a neighborhood office complex, senior facilities, hotel, a community center, child care, urgent care, and multi-family and townhouse residential units with a neighborhood trail in a park-like setting.
- B. The objective of the Gateway is to build a mixed use community that is both highly sustainable and unique in character, while offering a range of amenities for residents, set within an attractive pedestrian environment.
- C. The Gateway land use strategy focuses on several key neighborhood spaces within convenient walking distance for all residents. The result will be a neighborhood in which residents can easily engage in a wide range of services, businesses, public spaces and supporting amenities without requiring the use of cars.

PLANNED DEVELOPMENT DISTRICT (PDD)
FOR
BASTROP GATEWAY

1 PROPERTY

1.1 This PDD applies to approximately 31.4559 acres of land located within the full purpose jurisdiction of the City of Bastrop, Texas, as shown on **Exhibit "A"**, which land consists of ten (10) lots and public right-of-way combined being 31.4559 acres out of the s5310 - Building Block Abstract 11, Bastrop County, Texas, which are collectively herein defined as the "Property", and which are legally described as follows:

AVICHI PITT STREET LLC

- BUILDING BLOCK 126 E W ST, ACRES 2.1599
- BUILDING BLOCK 127 E W ST, ACRES 2.5466
- BUILDING BLOCK 138 E W ST, ACRES 2.5400

AUSTIN BASTROP LLC

- BUILDING BLOCK 136 E W ST, ACRES 2.433
- BUILDING BLOCK 137 E W ST, ACRES 2.557
- BUILDING BLOCK 139 E W ST, ACRES 2.178
- BUILDING BLOCK 162 E W ST, ACRES 2.133
- BUILDING BLOCK 163 E W ST, ACRES 2.503
- BUILDING BLOCK 164 E W ST, ACRES 2.528
- BUILDING BLOCK 165 E W ST, ACRES 2.400

CITY OF BASTROP

- RIGHT-OF-WAY, ACRES 7.4774

2 APPLICABILITY OF CITY ORDINANCES

2.1 This PDD shall be applicable to zoning as it applies to all portions of the Property. All design, development, and use criteria not specifically covered by this PDD shall be subject to the applicable provisions of the B3 Code. All design, development and use of the Property shall conform to the PDD described herein and, unless superseded, amended or controverted by the terms of this PDD, to a CORE (P5) place type, which is the zoning designations most similar to and compatible with the design, development and use proposed for the Property.

3 Tree Preservation Plan

3.1 All tree mitigation and preservation requirements within the B3 Code shall be addressed prior to any disturbance of any soil on the site. The goal of this PDD is to identify, preserve, and protect heritage trees where feasible.

4 DEVELOPMENT SUB-DISTRICTS

4.1 Improvements on the Property shall be designed and developed in three sub-districts as shown on **Exhibit "C"**, being **Sub-District 1, Sub-District 2, and Sub-District 3.**

- 4.2 Sub-District 1 consists of approx. 9.2792 AC and is generally comprised of Master Plan Parcels A, B, H, & I
- 4.3 Sub-District 2 consists of approx. 8.8212 AC and is generally comprised of Master Plan Parcels C, F, & G
- 4.4 Sub-District 3 consists of approx. 9.0894 AC and is generally comprised of Master Plan Parcels D & E
- 4.5 Sub-District Uses defined as shown on the Master Plan **Exhibit “B”**

SUB-DISTRICT	PRIMARY USE	SECONDARY USE
1	Commercial	Office / Multi-Family
2	Hotel / Multi-family	Commercial / Office
3	Multi-Family	Commercial / Office

- 4.6 Improvements on the Property shall be designed and developed in accordance with the B3 PLACE TYPE P5 ZONING DISTRICT as listed below and with the following modifications:

B3 CODE SECTION	DESCRIPTION	DEVELOPMENT ISSUE	PROPOSED ALTERNATIVE - SUB-DISTRICTS			REASONING
			1	2	3	
6.3.005 (d) (5)	ALLEYS & DRIVEWAY LOCATIONS DRIVEWAY WITH A MAXIMUM WIDTH OF 24' FOR TWO-WAY	STANDARD TWO-WAY DRIVES WITH 90 DEGREE PARKING IS 26'	26' MAX. WIDTH FOR TWO-WAY			ALLOWS TWO-WAY DRIVEWAYS WITH PARKING AS WELL AS MINIMUM REQUIREMENT FOR FIRE ACCESS.
6.5.003.A	LOT COVERAGE 80% MAX.	TO CREATE A DENSE URBAN DEVELOPMENT AS DEPICTED ON PDD MASTER PLAN REQUIRES MORE COVERAGE FOR BUILDINGS, PARKING, AND MULTI-USE PATHWAYS	90% MAX.	90% MAX.	80% MAX.	LOT COVERAGE MUST INCREASE ON THE MORE DENSELY PLANNED AREAS.
	BUILDING FRONTAGE AT BUILD-TO-LINE 80% MIN.	TO CREATE A DENSE URBAN DEVELOPMENT AS DEPICTED ON PDD MASTER PLAN REQUIRES LARGER VARIABLE OF BUILDING CONFIGURATIONS THAT CANNOT MEET THE MINIMUM	20% MIN.			BASED ON THE CURRENT MARKETABLE USES AND MULTIPLE STREET FRONTAGES, THE BUILD-TO-LINE FRONTAGE REQUIREMENT CANNOT BE ACHIEVED.

	BUILD-TO-LINE 2'-15'	TO CREATE A DENSE URBAN DEVELOPMENT AS DEPICTED ON PDD MASTER PLAN REQUIRES LARGER VARIABLE OF BUILD-TO-LINE	2'-NO MAX			BASED ON THE CURRENT MARKETABLE USES AND MULTIPLE STREET FRONTAGES, THE BUILD-TO-LINE SETBACK CANNOT BE ACHIEVED.
6.5.003 (B)	PRINCIPAL BUILDING 5 STORY MAX.	TO CREATE A DENSE URBAN DEVELOPMENT AS DEPICTED ON PDD MASTER PLAN REQUIRES TALLER BUILDINGS IN THE RETAIL AND CENTRAL CORE AREAS	8 STORIES MAX.	9 STORIES MAX. WITH EXCEPTION OF ONE BUILDING ALLOWED 12 STORIES MAX.	8 STORIES MAX.	IN ORDER TO CREATE AN URBAN MIXED USE DEVELOPMENT, FLEXIBILITY ON HEIGHT OF BUILDINGS IS REQUIRED.
6.5.003 (D)	NO FIRST LAYER PARKING NOT PERMITTED	BASED ON LIMITATIONS ON THE SITE AND STREET CONFIGURATION, PARKING MUST BE ALLOWED IN ALL THREE LAYERS.	PERMITTED			BASED ON LIMITATIONS ON THE SITE AND STREET CONFIGURATION, PARKING MUST BE ALLOWED IN ALL THREE LAYERS.
	SECOND LAYER PARKING NOT PERMITTED		PERMITTED			
	THIRD LAYER PARKING PERMITTED		PERMITTED			
7.4.002 (a)	BLOCK LENGTH 330 ft max	BLOCK LENGTH MAXIMUM IS TOO SMALL BASED ON PDD MASTER PLAN ROAD CONFIGURATIONS	NO MAX			DUE TO THE PDD LOCATION TO ADJACENT LAND USES IN PLACE, STANDARD BLOCK LENGTHS CANNOT BE ACHIEVED IN IT'S PLANNED CONFIGURATION.
	BLOCK PERIMETER 1,320 ft. MAX.	BLOCK PERIMETER MAXIMUM IS TOO SMALL BASED ON PDD MASTER PLAN ROAD CONFIGURATIONS	NO MAX			DUE TO THE PDD LOCATION TO ADJACENT LAND USES IN PLACE, STANDARD BLOCK PERIMETERS CANNOT BE ACHIEVED IN IT'S PLANNED CONFIGURATION.

4.7 A proposed rendering of the project which remains subject to modification as permitted under this PDD and the Code is depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference. The final number, size, use and location of Buildings may vary on the final site plan(s) in accordance with the master plan and sub-districts.

4.8 The final site plan(s) shall be subject to City approval. This PDD allows for multiple site plans or subdivisions within the Property in order to allow for phased development. City approval shall be based upon each individual site plan, provided that, taken together, all site plans provide for

an integrated mixed use development on the Property, and conforms to any subdivision requirements not listed in this document including, but non limited to, local, state, and federal laws (i.e. Texas Local Government Code, B3 Code etc.). The Approval of site plan is not contingent upon approval of other site plans, it is contingent upon a final plat and access to publicly dedicated street/ public improvements.

- 4.9** The Property shall have an assignment of at least 10% of its land dedicated to Civic/Open Space. Since Civic/Open space is not proportional among the phases of development, a reservation will be executed prior to development specifying what land will be dedicated to Civic/Open space to ensure such space will be provided. Developer shall seek City consent for the location of the dedicated land and the City shall have the right to accept the land for Civic/Open Space.

5 PEDESTRIAN & VEHICULAR CIRCULATION

- 5.1** The improvements within this PDD will be designed to maximize pedestrian and vehicular circulation within the Property.
- 5.2** This PDD will include pedestrian and vehicular circulation plans designed to provide access to all areas within the Property and will incorporate homogenous design features for all Buildings and other improvements and appurtenances within the Property. Off-site pedestrian connectivity from the PDD site to the rodeo grounds will be allowed for in the final site plans.
- 5.3** After final approval of this PDD, the general alignment of proposed internal pedestrian and vehicular circulation may be modified from the proposed rendering shown in **Exhibit "B"** to accommodate Building locations on the approved site plan(s) and for the protection of trees and fire safety requirements. A schematic presentation of suggested internal pedestrian and vehicular circulation is depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference. It is the intent of this PDD that vehicular streets internal to the Property and depicted as such in **Exhibit "C"** be considered as public streets. Pedestrian and vehicle circulation shall generally conform to that which is shown in Exhibit B. Any major (or substantive) modification/deviation from the design in Exhibit B shall only be made with written City consent.
- 5.4** A completed and approved Traffic Impact Analysis (TIA) shall be required prior to approval of the preliminary plat.

6 PDD MODIFICATIONS

- 6.1** This PDD represents the allowable uses and design standards for the Property. Any substantial amendment to the PDD Plans and Exhibits, as determined by the city manager, shall be considered a PDD amendment, which shall require Council approval. Non-substantial modifications may be approved administratively by the city manager. Non-substantial modifications may include:
- Area/boundary – less than 10% (increases or decreases)
 - Road Configuration – Street locations may not move more than 100' in any direction
 - Road Cross Sections – modifications through the design process (The road cross-section should meet all City street standards. In accordance with adopted street cross sections and approved by City.)
 - Detention areas – location, configuration, shape
 - Public Space Configuration – as allowed by the PDD
 - Lot Coverage – within the guidelines and up to the maximum allowed in this PDD

- Building Height – within the guidelines and up to the maximum allowed in this PDD
- Use mix – Uses allowed by sub-district in this PDD (section 4.5) and the P5 zoning as long as the primary use is 51% or more of the parcel. Conference center / events center can occur in multiple sub-districts as long as it ties into the hotel location.

6.2 Upon approval of this document and prior to or in conjunction with Site Development Permit Submittal, Architectural Guidelines will be developed and promulgated to control the continuity of the entire Planned Development District.

7 LIST OF EXHIBITS

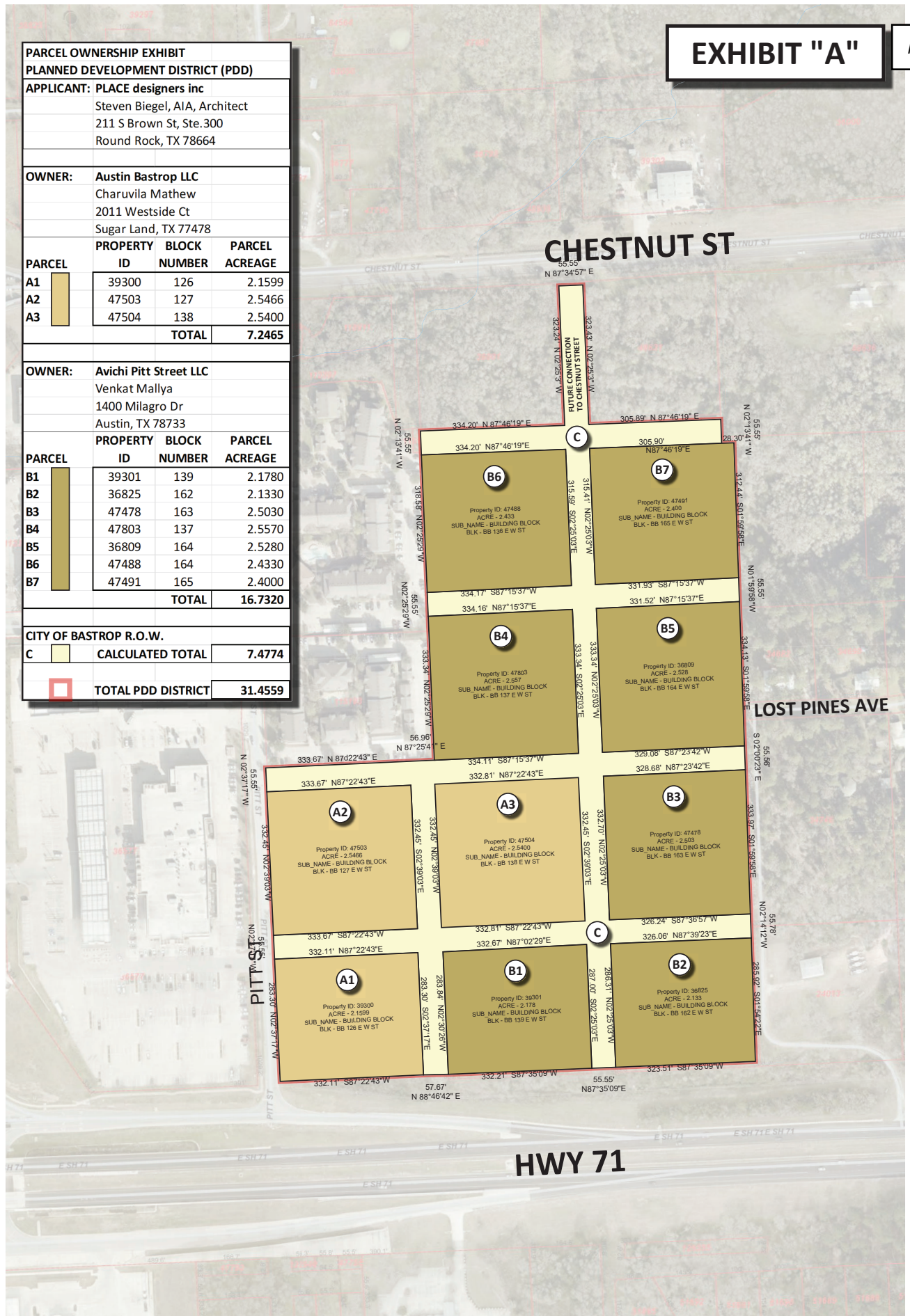
7.1 The following exhibits are attached hereto and incorporated herein by reference:

- A. PDD OWNERSHIP & R.O.W. EXHIBIT
- B. PDD MASTER PLAN
- C. PDD DISTRICT MAP
- D. PDD PHASING PLAN

EXHIBIT "A"

Item 9A.

PARCEL OWNERSHIP EXHIBIT			
PLANNED DEVELOPMENT DISTRICT (PDD)			
APPLICANT: PLACE designers inc			
Steven Biegel, AIA, Architect 211 S Brown St, Ste.300 Round Rock, TX 78664			
OWNER: Austin Bastrop LLC			
Charuvila Mathew 2011 Westside Ct Sugar Land, TX 77478			
PARCEL	PROPERTY ID	BLOCK NUMBER	PARCEL ACREAGE
A1	39300	126	2.1599
A2	47503	127	2.5466
A3	47504	138	2.5400
	TOTAL		7.2465
OWNER: Avichi Pitt Street LLC			
Venkat Mallya 1400 Milagro Dr Austin, TX 78733			
PARCEL	PROPERTY ID	BLOCK NUMBER	PARCEL ACREAGE
B1	39301	139	2.1780
B2	36825	162	2.1330
B3	47478	163	2.5030
B4	47803	137	2.5570
B5	36809	164	2.5280
B6	47488	164	2.4330
B7	47491	165	2.4000
	TOTAL		16.7320
CITY OF BASTROP R.O.W.			
C	CALCULATED TOTAL		7.4774
	TOTAL PDD DISTRICT		31.4559



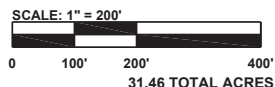
BASTROP GATEWAY BASTROP, TEXAS



PLACE designers, inc.

PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE

211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
T: [512] 238 8912 | F: [512] 238 8913 | PLACEdesigners.com



MARCH 19, 2024

PDD OWNERSHIP & R.O.W. EXHIBIT

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BASTROP GATEWAY											2/15/2024				
YIELD ANALYSIS															
PLANNED DEVELOPMENT DISTRICT (PDD)											80%				
ID	PARCEL ACREAGE	USE	STORIES	FLOOR S.F.	GROSS S.F.	NET S.F.	UNIT COUNT	FLOOR S.F.	GARAGE LEVELS	GARAGE S.F.	GARAGE PARKING	SURFACE PARKING	TOTAL PARKING	RATIO	
A	3,350	DAYCARE (OR URGENT CARE)	2	9,600	9,600	7,680						54	54	177.8	
B	1,915	RETAIL	2	21,500	43,000	34,400						111	111	387.4	
C	3,590	MULTI-FAMILY	5	77,000	385,000	308,000	371	115,000	2	230,000		575	575	1.5	
D	6,328	MULTI-FAMILY	3	58,850	170,550	136,440	144					173	173	1.2	
E	2,765	TOWNHOMES	3	29,017	87,051	69,641	28					56	56	2.0	
F	2,332	HOTEL	10	24,750	247,500	198,000	239	45900	2	91,800		230	114	344	1.4
G	2,899	MULTI-FAMILY	6	54,000	324,000	259,200	312	84100	2	168,200		421	161	441	1.4
H	2,463	THEATER	1	16,000	16,000	12,800								99.4	
I	2,534	RETAIL	1	21,630	21,630	17,304								254.5	
	4,277	RIGHT OF WAY													
TOTAL				31,4615	PLANNED DEVELOPMENT DISTRICT										

EXHIBIT "B"

Item 9A.

NOTE:
MULTI-FAMILY, MIXED USE, COMMERCIAL, RETAIL, ENTERTAINMENT AND SUCH OTHER USES AS ARE PERMITTED IN THE BASE P-5 ZONE.

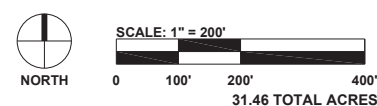


THIS IS AN ILLUSTRATION ONLY. DETAILS, TYPOLOGY, IMAGERY, USES, LOT COVERAGE, ROADWAY LOCATIONS, BUILDING HEIGHT, ETC. SUBJECT TO CHANGE PER THE TERMS OF THIS PDD.

BASTROP GATEWAY BASTROP, TEXAS



PLACE designers, inc.
PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE
211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
T: [512] 238 8912 | F: [512] 238 8913 | PLACEdesigners.com



MARCH 19, 2024

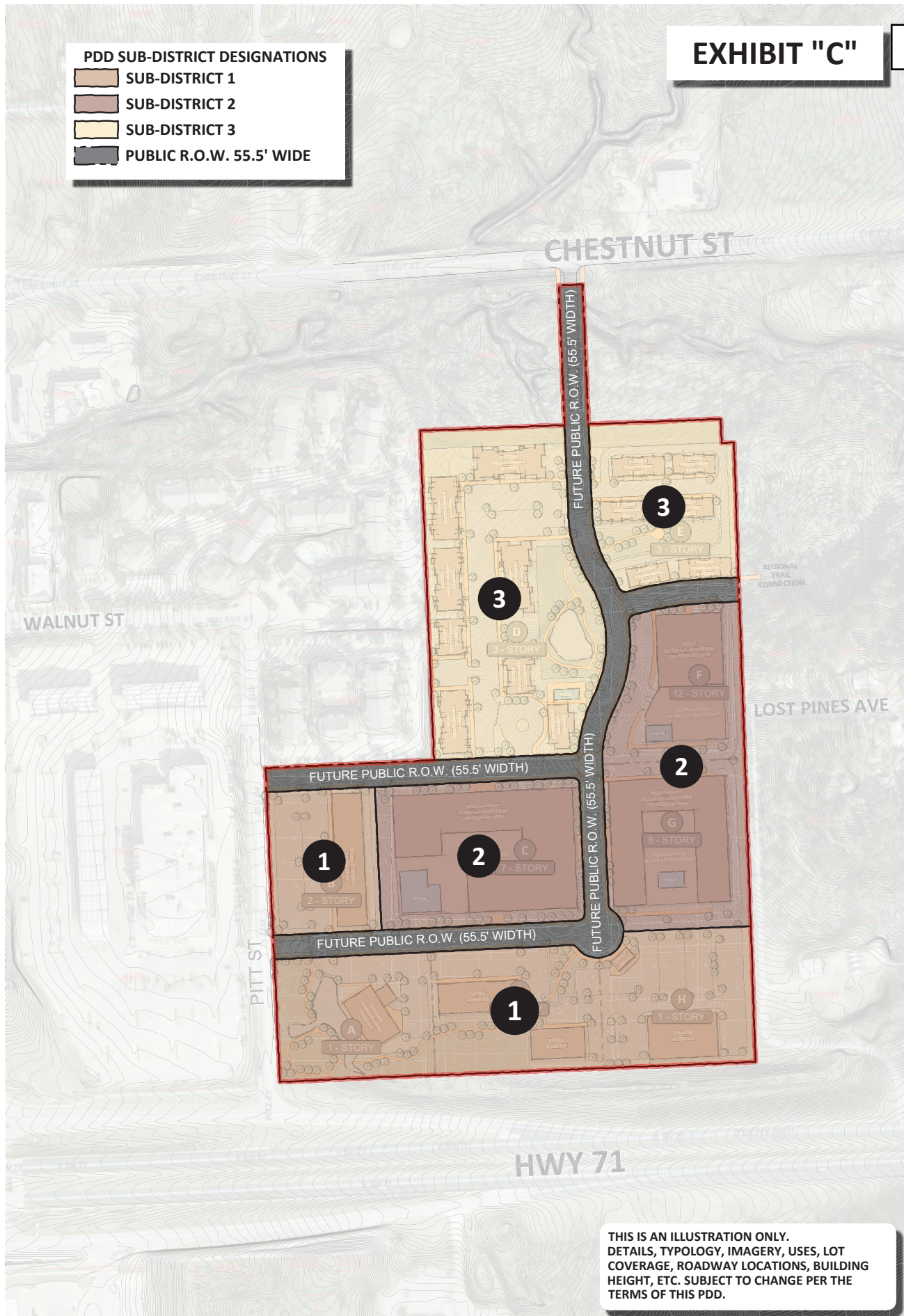
PDD MASTER PLAN

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EXHIBIT "C"

PDD SUB-DISTRICT DESIGNATIONS

- SUB-DISTRICT 1
- SUB-DISTRICT 2
- SUB-DISTRICT 3
- PUBLIC R.O.W. 55.5' WIDE



THIS IS AN ILLUSTRATION ONLY.
 DETAILS, TYPOLOGY, IMAGERY, USES, LOT
 COVERAGE, ROADWAY LOCATIONS, BUILDING
 HEIGHT, ETC. SUBJECT TO CHANGE PER THE
 TERMS OF THIS PDD.

MARCH 19, 2024

BASTROP GATEWAY

BASTROP, TEXAS

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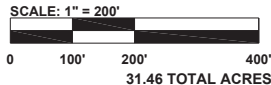


PLACE designers, inc.

PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE

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PDD SUB-DISTRICT MAP

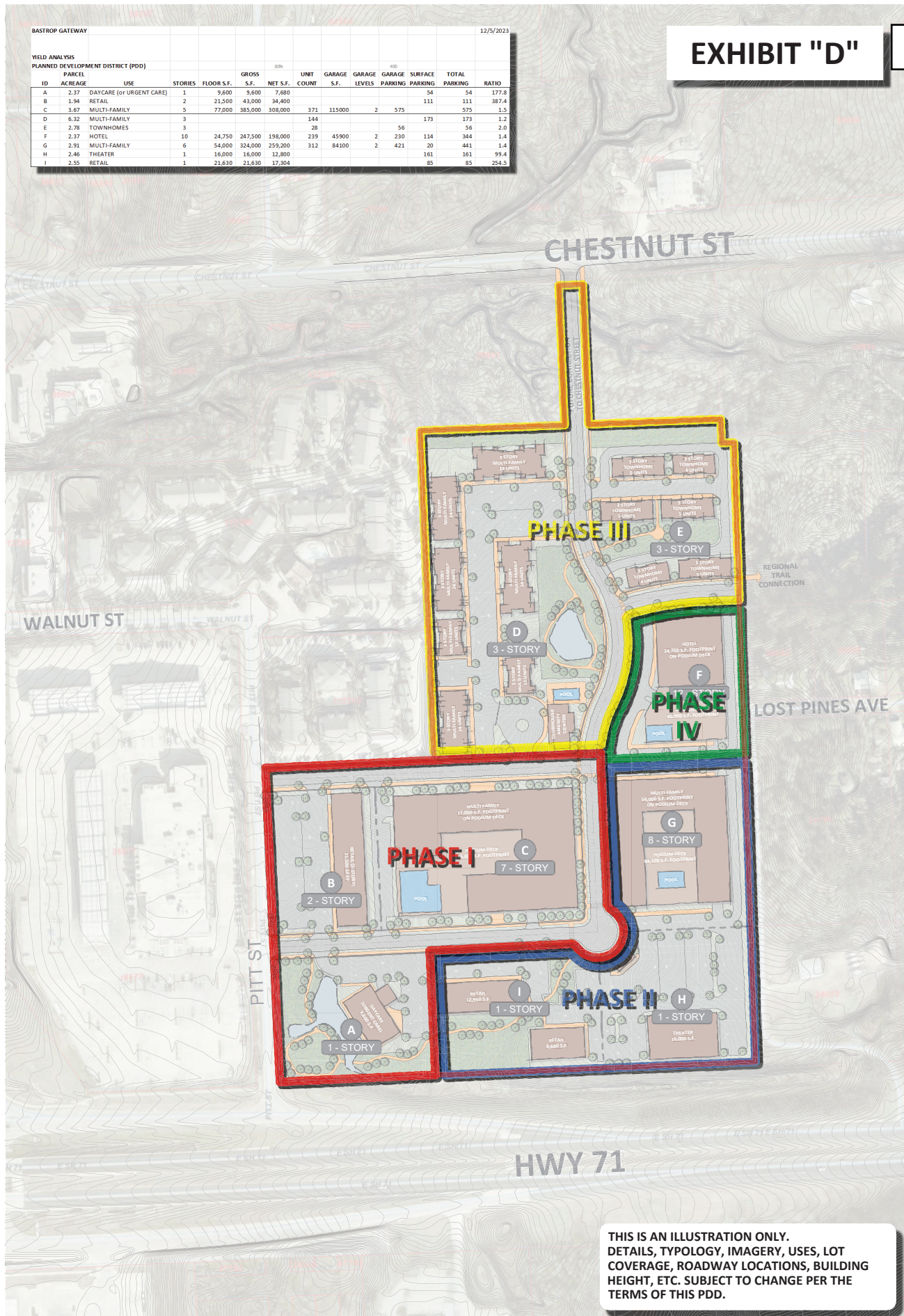


BASTROP GATEWAY 12/5/2023

FIELD ANALYSIS
PLANNED DEVELOPMENT DISTRICT (PDD)

ID	ACREAGE	USE	STORIES	FLOOR S.F.	GROSS S.F.	NET S.F.	UNIT COUNT	GARAGE S.F.	GARAGE LEVELS	GARAGE PARKING	SURFACE PARKING	TOTAL PARKING	RATIO
A	2.37	DAYCARE (OF URGENT CARE)	1	9,600	9,600	7,680					54	54	177.8
B	1.94	RETAIL	2	21,500	43,000	34,400					111	111	387.4
C	3.67	MULTI-FAMILY	5	77,000	385,000	308,000	371	115,000	2	575	173	575	1.5
D	6.32	MULTI-FAMILY	3				144				56	173	1.2
E	2.78	TOWNHOMES	3				28				56	56	2.0
F	2.37	HOTEL	10	24,750	247,500	198,000	239	45,900	2	230	114	344	1.4
G	2.91	MULTI-FAMILY	6	54,000	324,000	259,200	312	84,100	2	421	20	441	1.4
H	2.46	THEATER	1	16,000	16,000	12,800					161	161	99.4
I	2.55	RETAIL	1	21,630	21,630	17,304					85	85	254.5

EXHIBIT "D" *Item 9A.*



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BASTROP GATEWAY
BASTROP, TEXAS

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MARCH 19, 2024
PDD MASTER PLAN PHASING

SCALE: 1" = 200'

0 100' 200' 400'
31.46 TOTAL ACRES



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-37 of the City Council of the City of Bastrop, Texas, approving and ratifying the execution of a Wholesale Wastewater Services Agreement and a Wastewater Facility Payment Contribution Agreement between the City and Corix Utilities Inc., as attached as Exhibits A and B respectively; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The City of Bastrop and CORIX have entered into an agreement that would allow the wastewater expansion along FM 969 to serve SpaceX.

The contribution agreement requires the city to pay \$5M(half now and half at completion), SpaceX \$3M, and CORIX the remainder.

Additionally, the City and CORIX will partner on land acquisition services to be funded by CORIX.

Finally, the partnership reviews impact fees and requires CORIX to also pay it's proportionate share of the plant operations and future expansions as the need arises.

FISCAL IMPACT:

\$5M

RECOMMENDATION:

Approve the agreement.

ATTACHMENTS:

1. Resolution
2. Agreement and Attachments

CITY OF BASTROP

RESOLUTION NO. R-2024 - 37

RESOLUTION APPROVING AND RATIFYING THE EXECUTION OF CERTAIN WASTEWATER-RELATED AGREEMENTS WITH CORIX UTILITIES INC.

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AND RATIFYING THE EXECUTION OF A WHOLESALE WASTEWATER SERVICES AGREEMENT AND A WASTEWATER FACILITY PAYMENT CONTRIBUTION AGREEMENT WITH CORIX UTILITIES INC., AS ATTACHED AS EXHIBITS “A” AND “B” RESPECTIVELY; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop (“City”) desires that the City enter into a certain Wholesale Wastewater Services Agreement with Corix Utilities, Inc. (“Corix”), as attached as Exhibit “A”, which sets forth the terms and conditions pursuant to which the City has agreed to provide wholesale wastewater services to Corix, so that Corix may provide retail wastewater services to certain lands located within its certificated service territory; and

WHEREAS, the City Council desires that the City enter into a certain Wastewater Facility Payment Contribution Agreement with Corix, as attached as Exhibit “B,” setting forth the terms and conditions pursuant to which the City has agreed to advance funds to Corix as a contribution to the costs of the wastewater line improvements required to be constructed under the Wholesale Wastewater Services Agreement necessary to extend the City’s wastewater system and to receive wastewater from Corix’s retail customers; and

WHEREAS, the City Council, by motion during its January 9, 2024, meeting, authorized the City Manager to prepare the documentation for financing of the infrastructure extensions; and

WHEREAS, the City Council desires to approve, authorize, and ratify the execution of the Wholesale Wastewater Services Agreement and the Wastewater Facility Payment Contribution Agreement with Corix.

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

Section 1: The City Council hereby approves, authorizes, and ratifies the execution of the Wholesale Wastewater Services Agreement (attached and incorporated herein as Exhibit “A”) and the Wastewater Facility Payment

Contribution Agreement (attached and incorporated herein as Exhibit "B").

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

Section 4: This Resolution shall take effect immediately upon its passage.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 9th day of April 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**WHOLESALE WASTEWATER SERVICES AGREEMENT
BETWEEN
CITY OF BASTROP
AND
CORIX UTILITIES (TEXAS) INC.**

This WHOLESALE WASTEWATER SERVICES AGREEMENT (this "Agreement") is made and entered into by and between CITY OF BASTROP, a Texas home rule municipality ("City") and CORIX UTILITIES (TEXAS) INC., a Delaware corporation ("Corix"). In this Agreement, Bastrop and Corix are individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

1. City is the owner and operator of municipal water and wastewater systems that it operates to provide retail and wholesale water and wastewater services.
2. Corix is the owner and operator of multiple water and wastewater systems that it operates to provide retail water and wastewater services to its customers.
3. Corix desires to obtain wholesale wastewater treatment and disposal services from the City so that Corix may provide retail wastewater services to certain lands located within its certificated service territory (the "Wholesale Service Area," as hereinafter defined), and City desires to provide such services to Corix.
4. Corix will be responsible for construction of the wastewater line improvements necessary to collect wastewater from Corix's customers within the Wholesale Service Area, as defined herein, and to deliver such wastewater to the Point of Entry, as defined herein.
5. Subject to Corix's compliance with the provisions of this Agreement, City represents that the City System (as hereinafter defined) will be capable of providing Wholesale Wastewater Services (as hereinafter defined) to Corix, and City agrees to expand and improve the City System as necessary in order to provide adequate Wholesale Wastewater Services to Corix under this Agreement and to the other customers of the City System under other agreements, with all costs of the City System, as more fully defined herein, to be recovered in a fair and equitable manner through the rates and charges of City.
6. City and Corix now desire to execute this Agreement to evidence the agreement of City to provide Wholesale Wastewater Services, as more fully defined herein, to Corix under the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Corix agree as follows.

**ARTICLE I
DEFINITIONS**

Section 1.01 Definition of Terms. In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below:

"Agreement" means this Wholesale Wastewater Services Agreement.

“City” means the City of Bastrop.

“City Connection Facilities” means the Metering Facility and/or that portion of the Interceptor located on the City’s side of the Point of Entry.

“City Service Ordinances” means the City ordinances and rules governing wholesale wastewater service, as amended by the City Council from time to time, and applicable to Corix under the express provisions of this Agreement.

“City System” means all of the Wastewater equipment and facilities of City that are used for the collection, transportation, treatment, or disposal of Wastewater received from Corix System and any expansions thereof required to make service available at the levels established in this Agreement. The City System shall include the Connection Facilities upon completion of construction and conveyance to the City but shall not include any of the internal wastewater collection and pumping facilities, and associated connection facilities that are owned by Corix in its retail wastewater service areas.

“Connection Facilities” means the wastewater facilities to be constructed by or on behalf of Corix and conveyed to City in accordance with the terms of this Agreement. The Connection Facilities generally consist of the Interceptor and Metering Facility, together with all related facilities, equipment and appurtenances.

“Connection Facilities’ Costs” means the costs incurred by or on behalf of Corix relating to the design, permitting and construction of the Connection Facilities including acquisition of easements for the Connection Facilities, as more particularly described in Section 4.05.

“Conveyance Date” means the date on which the City Connection Facilities are conveyed by Corix to City in accordance with Section 3.11 below.

“Costs of the System” means all of City’s costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining, and operating the City System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the City System in accordance with policies of the City Council. Notwithstanding the foregoing, because City is providing Wholesale Wastewater Services to Corix and retail wastewater service to other customers from City’s System, the term “Costs of the System” shall not include retail billing and customer service costs or any costs properly attributed to the provision of retail wastewater service for facilities not used by and useful by to City for the provision of wastewater service to the Wholesale Service Area from the City System, such as costs of retail collection lines, and individual retail customer service lines.

“Corix” means Corix Utilities (Texas) Inc. and its successors and permitted assigns.

“Corix System” means the facilities of Corix to be constructed for collection and transportation of Wastewater from Corix’s retail customers to the Point of Entry into the City System. Corix System shall be owned, operated, and maintained by Corix and shall not include any portion of the Connection Facilities.

“Effective Date” means the date this Agreement has been executed by both Corix and City.

“Emergency” means: a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or, a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of City. The term includes Force Majeure and acts of third

parties that cause the City System to be unable to provide the Wholesale Wastewater Services agreed to be provided herein.

“Environmental Protection Agency” or “EPA” means the United States Environmental Protection Agency.

“Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than City or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

“Infiltration” means water that enters Corix System through defects such as cracks or breaks in the piping, manholes or other appurtenances.

“Inflow” means water that enters Corix System through direct sources such as drain spouts, manholes, clean-outs, or other appurtenances.

“Interceptor” means the wastewater line and related appurtenances that will be constructed by Corix as a condition of Wholesale Wastewater Services. That portion of the Interceptor located on the City’s side of the Point of Entry shall be conveyed to the City and shall be owned by the City as part of the City System. That portion of the Interceptor located on Corix’s side of the Point of Entry shall be retained by Corix as part of the Corix System.

“LUE” or “Living Unit Equivalent” means an amount of Wholesale Wastewater Service sufficient for one single family residential connection or its equivalent. The number of LUEs for each retail connection in the Wholesale Service Area shall be calculated based on American Water Works Association (“AWWA”) water meter size equivalents in accordance with City Rules and Policies.

“Metering Facility” means the Wastewater flow meter, meter vault and all metering and telemetering equipment required to measure Wholesale Wastewater Service provided by City pursuant to this Agreement to be located at the Point of Entry.

“Minimum Monthly Charge” means the monthly charge by the City to Corix for the provision of Wholesale Wastewater Service by the City to the Wholesale Service Area as described in Sections 4.01 and 4.03 below.

“Peak Hour Flow Rate” means the highest metered and/or calculated flow rate delivered cumulatively from the Wholesale Service Area to the City System under any operational condition, including Inflow and Infiltration.

“Permit” means TPDES Permit No. WQ0011076002 issued by TCEQ and any future permit issued by TCEQ to City authorizing the treatment and disposal of treated wastewater effluent generated at the Plant.

“Plant” means the wastewater treatment plant or plants that is or are a part of the City System and as described in the Permit.

“Point of Entry” means the location at which all Wastewater will pass from Corix System into City’s System, which shall be the location generally identified in Exhibit “B.”

“Prohibited Wastes” means those substances and waste prohibited from being discharged into the City System as described in the City Service Ordinances and/or in the Permit.

“TCEQ” means the Texas Commission on Environmental Quality, or its successor agency.

“Volume Charges” means the monthly charge assessed by the City to Corix for the provision of Wholesale Wastewater Service to the Wholesale Service Area determined by the volume of wastewater delivered as measured by the Metering Facility and as described in Sections 4.01 and 4.03 herein.

“Waste or Wastewater” means liquid or water-borne pollutants, contaminants, solid and hazardous waste, hazardous substances, including, without limitation, sewage, domestic and industrial waste,, whether separate or commingled.

“Wastewater Impact Fee” means a charge imposed per wastewater LUE in the Wholesale Service Area pursuant to Chapter 395 of the Local Government Code for funding the City’s costs of wastewater capital improvements or facility expansions necessary to serve the Wholesale Service Area. The Wastewater Impact Fee shall include only those capital improvements that are used or useful for the provision of Wholesale Wastewater Services to Corix under this Agreement in accordance with the methodology set forth in Exhibit “C.” The Wastewater Impact Fee may be updated from time to time by the City based on capital improvement costs incurred by the City for capital improvements that are used and useful for the provision of Wholesale Wastewater Service to Corix.

“Wastewater Impact Fee Credit” means the credit against Wastewater Impact Fees granted by City to Corix under this Agreement for the Connection Facilities Costs, as more particularly described in Section 4.05.

“Wholesale Service Area” means the territory more particularly described or depicted in Exhibit “A” attached hereto.

“Wholesale Service Commitment” means the agreed upon minimum of 1 million gallons per day of Wholesale Wastewater Service to be made available by City to Corix under this Agreement for the Wholesale Service Area.

“Wholesale Wastewater Service” means the reception, transportation, treatment, and disposal of Wastewater to be provided by City to Corix under this Agreement and in accordance with applicable provisions of the City Service Ordinances.

Section 1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II

PROVISION OF WHOLESALE WASTEWATER SERVICE

Section 2.01 Wholesale Wastewater Service; Levels.

(a) Subject to the terms and conditions of this Agreement and the requirements of applicable law, City agrees to provide Wholesale Wastewater Service to Corix for the Wholesale Service Area in a quantity not to exceed the Wholesale Service Commitment. City agrees to expand and improve the City System as necessary in order to provide adequate Wholesale Wastewater Service to Corix to meet retail service demands within the Wholesale Service Area in a quantity equal to the Wholesale Service Commitment.

(b) Corix may amend the quantity of Wholesale Wastewater Service from time to time by no less than twelve (12) months’ prior written notice to City. In the event of a reduction of the Wholesale Service Commitment, City shall revise the Minimum Monthly Charge and Volume Charge effective the first month after the expiration of 12 months, at which time the Wholesale Service Commitment shall be reduced according to Corix’s notice. In the event of a requested increase in the Service Commitment, the Parties shall negotiate in good faith the terms for additional Wholesale Wastewater Service, but City shall be under no obligation to furnish the additional Wholesale Wastewater Service except as it otherwise agrees in its sole

discretion. City may obligate Corix to fund the costs of expansion of the City System as a condition of additional Wholesale Wastewater Service.

(c) In the event the provision of Wholesale Wastewater Service in a quantity equal to the Wholesale Service Commitment requires City to expand its Plant, City agrees to commence construction of the expansion when the average daily or annual average flow of wastewater into the wastewater treatment plant reaches 90% of the permitted average daily flow for three consecutive months (in accordance with current TCEQ rules at 30 Tex. Admin. Code Sec. 305.126) or as otherwise necessary to make service available as development progresses within the Wholesale Service Area in a quantity not to exceed the Wholesale Service Commitment.

(d) The Wholesale Service Commitment shall be subject to the following additional limitations:

1. The Peak Hour Flow Rate shall not exceed 695 gallons per minute during dry conditions and 1,388 gallons per minute during wet weather conditions.
2. The quality of Wastewater delivered to the City System shall comply with applicable provisions of the City Service Ordinances. Wastewater delivered to the City System shall not include Prohibited Wastes.

(e) The Parties agree that any increase in the agreed Peak Hour Flow Rate of Wholesale Wastewater Service that City provides to Corix under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties. The Parties agree that the foregoing Peak Hour Flow Rate of Wholesale Wastewater Service shall apply only to Wastewater generated within the Wholesale Service Area. Under no circumstances shall Wastewater generated from other City customers that tie into the Connection Facilities be included in the calculation of the Peak Hour Flow Rate and the daily permitted biochemical oxygen demand ("BOD") of Wholesale Wastewater Service provided to the Wholesale Service Area.

(f) Discharges by Corix into the City System shall consist only of Wastewater that the City System is capable of handling:

- 1) so that the effluent and sludge from the City System meets the current legal regulatory standards of the EPA, the TCEQ, or any governmental body having legal authority to set standards for such effluent and sludge, as amended from time to time; and
- 2) that meets any applicable requirements of the EPA Pretreatment Regulations, 40 CFR Part 403.

(g) Corix agrees that it shall adopt and enforce any pretreatment requirements for its retail customers as may be necessary to ensure the quality of Wastewater Corix delivers to the City pursuant to this Agreement meets the requirements of this Section.

Section 2.02 Conditions Precedent for Wholesale Wastewater Service. The provision of Wholesale Wastewater Service to Corix is subject to the prior completion of construction by or on behalf of Corix, and acceptance by City, of the Connection Facilities.

Section 2.03 Sole Provider.

(a) For so long as the City meets its obligations under this Agreement, City will be the sole source of Wholesale Wastewater Service to Corix for the Wholesale Service Area unless City consents in writing to Corix's conversion to another wholesale provider. Under the terms and conditions set forth herein, City shall be entitled to provide Wholesale Wastewater Service to Corix for the Wholesale Service Area from any source of treatment capacity available to City.

(b) Notwithstanding the foregoing, the Parties recognize that the provision of retail wastewater service to new connections within the Wholesale Service Area may not be economically viable in all cases due to the costs of extension of improvements required to connect the property to the Interceptor. The City agrees that interim service may be furnished by Corix to individual properties when it is economically infeasible to provide service to an applicant by connection of the applicant's property to the Interceptor but the Parties shall cooperate in good faith to cause connection of such areas to the Interceptor when economically viable.

Section 2.04 Wholesale Service Commitment Not Transferable. City's commitment to provide Wholesale Wastewater Service is solely to Corix (and its successors and permitted assigns) and solely for the Wholesale Service Area. Corix may not assign or transfer in whole or in part its right to receive Wholesale Wastewater Service without City's prior written approval.

Section 2.05 Corix Responsible for Retail Connections. Corix will be solely responsible for providing retail wastewater service within the Wholesale Service Area. Corix shall not provide wastewater services received under this Agreement to any entity, private or public, other than Corix's retail customers located within the Wholesale Service Area. Corix will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement, for the applicable provisions of the City Service Ordinances, of State and federal laws and regulations, and for the proper and lawful application of Corix's policies and regulations governing connection to the Corix System.

Section 2.06 Curtailment of Service. The Parties agree that, if Wastewater Service is curtailed by City when necessary for good cause to other similarly-situated customers of the City System, City may impose a like curtailment, with notice to Corix, on Wholesale Wastewater Service delivered to Corix under this Agreement. City will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit City from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an Emergency circumstance.

Section 2.07 Cooperation During Maintenance or Emergency. Corix will reasonably cooperate with City during periods of Emergency or required maintenance. If necessary, upon prior notice, Corix will operate and maintain Corix System at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 2.08 Corix Prevention of Infiltration and Inflow. It will be Corix's responsibility to undertake such measures as are reasonably necessary or prudent to minimize Infiltration and Inflow to the Corix System. Without limitation, Corix will prohibit the discharge of drainage water and stormwater run-off into the Corix System.

Section 2.09 Construction and Testing Criteria for Corix Sewer Connections.

(a) All tests required by the design criteria and specifications of the State of Texas will be at Corix's or its customer's expense.

(b) Corix agrees that the physical connection of each service line to the local Wastewater facility will be the responsibility of Corix, will be inspected, and will not be left to the discretion of the plumber or contractor. Corix may inspect the connections with its own personnel or may retain a third party inspector for such purposes. All inspection results shall be furnished to City upon request.

(c) Corix agrees that it will maintain strict supervision and maintenance of its local Wastewater facilities to prohibit unpermitted connections such as roof drains or any other means by which surface drainage, *i.e.* stormwater run-off, can enter local Wastewater facilities and then discharge to the City System.

(d) Connections made to the Corix System after the date of execution of this Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas.

Section 2.10 Liability of Corix. As between the Parties, liability for damages to third persons arising from the reception, transportation, delivery, treatment and disposal of all Wastewater will remain with Corix to Point of Entry. As between the Parties, liability for damages to third persons will pass to City at the Point of Entry to City's System.

Section 2.11 Liability of City. Subject to the foregoing, City will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of such Wastewater received by it at Point of Entry in accordance with the Agreement. However, the Parties agree that they will not construe this Agreement to cause City to have liability for damages to the City System or to third persons arising from the delivery by Corix of Prohibited Wastes. Similarly, this Agreement shall not be construed as a waiver of any governmental immunity that the City or Corix may enjoy with respect to any claims brought by third party persons or entities.

Section 2.12 City Treatment and Use of Wastewater. City may treat the Wastewater delivered by Corix pursuant to this Agreement and dispose of the effluent generated thereby in such manner as may be provided in the Permit or other applicable TCEQ authorization in its sole discretion.

Section 2.13 Right of Entry. Corix agrees to provide City the right of entry and access to the Corix System at all reasonable times upon prior notice in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Wastewater Service.

Section 2.14 Confirmation of Service Availability. When requested by Corix, the City shall issue letters of service availability or other evidence of service commitment consistent with Corix's obligations under this Agreement, to a developer in the Wholesale Service Area, such developer's lenders, prospective purchasers, the applicable governing municipal jurisdiction, or any other governmental entity having jurisdiction over development in the Wholesale Service Area. The City Manager and Public Works Director of the City are each authorized to issue such letters of service availability, and shall do so within ten (10) days of receipt of a written request by Corix.

ARTICLE III **DESIGN AND CONSTRUCTION OF CONNECTION FACILITIES**

Section 3.01 General. Corix shall construct and install, or cause the construction and installation of, the Connection Facilities at its sole cost and expense in accordance with the terms and conditions of this Agreement. The Parties contemplate installation of the Connection Facilities generally at the location depicted in Exhibit "B." Notwithstanding the foregoing, in the event that Corix is unable to secure any of the Required Easements after utilizing good faith efforts, including eminent domain proceedings, then the Connection Facilities may be relocated into public rights-of-way at locations approved by the City.

Section 3.02 Design and Engineering of Connection Facilities.

(a) The Connection Facilities must be designed by a Texas Licensed Professional Engineer in accordance with the requirements of the Texas Commission on Environmental Quality.

(b) Corix shall submit to the City for review and approval prior to the commencement of construction of the Connection Facilities: (i) preliminary engineering report including facility layout and budgets itemized by facility ownership; (ii) final engineering report including plans, specifications, contract

documents and detailed itemized budgets by facility ownership; and (iii) documentation that all required easements, rights of way, and local, state and federal permits (if applicable) for the Connection Facilities construction have been secured.

(c) Corix shall submit all final plans and specifications for construction of the Connection Facilities to City for review and approval prior to commencement of construction of the Connection Facilities. City approval shall not be unreasonably withheld, delayed or denied provided the plans and specifications comply with all applicable requirements of TCEQ. The City agrees to review all plans and specifications and either approve the plans and specifications, or provide written comments specifically identifying the required changes, within twenty one (21) days after the submittal.

Section 3.03 Corix Payment for Construction and Installation of the Connection Facilities.

(a) Corix agrees to pay for, or cause to be paid, the costs of design and construction of the Connection Facilities. In addition, Corix agrees to pay for, or cause to be paid, the costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, and sites required as part of the Connection Facilities as those costs become due.

(b) City will not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with by Corix in connection with the construction of the Connection Facilities.

Section 3.04 Easement Acquisition.

(a) At Corix's sole discretion, the Connection Facilities may be located in private easements dedicated to Corix, or may be located within public rights-of-way.

(b) Notwithstanding the foregoing, the City shall determine whether the City Connection Facilities shall be located in easements or public rights -of-way. In the event the City elects for such facilities to be located in easements, the City shall be solely responsible for securing the easements at its sole cost and expense.

Section 3.05 Construction of Facilities.

(a) Corix agrees to provide not less than ten (10) days' prior written notice to City of the date on which construction is scheduled to begin on the Connection Facilities.

(b) Corix agrees to use its reasonable and good faith efforts to ensure that the Connection Facilities shall be constructed in a good and workmanlike manner and that all material used in such construction shall be free from defects and fit for its intended purpose.

(c) Corix shall construct the Connection Facilities in compliance with any and all applicable local, state, and federal regulations.

(d) Any variance to the requirements within this Agreement must be submitted in writing to City and is subject to City's sole discretion and approval. If the City or its designees determine that Connection Facilities as constructed by Corix are not in compliance with any specifications as approved by City, then City may pursue any remedy provided in this Agreement.

Section 3.06 Inspection of Facilities.

(a) City will have the right to inspect the construction of the City Connection Facilities at the City's sole cost and expense. Corix will, at its sole cost, provide City with documentation of third party inspections, testing and reports relating to the construction of the Connection Facilities.

(b) Upon completion of the Connection Facilities, Corix shall provide City with a certificate of completion from the project engineers certifying that the Connection Facilities have been completed substantially in accordance with the approved specifications or otherwise approved by City in response to Corix's variance request. Corix will respond to and repair any outstanding items identified in writing by City. The City shall provide written confirmation of satisfactory completion of the Connection Facilities. City's letter to Corix confirming that all outstanding project items have been completed shall be the "Completion Date."

Section 3.07 Corix Warranties, and Bonds

(a) Duty to Repair and Warranty. Except as otherwise specified, Corix agrees to repair all defects in materials, equipment or workmanship appearing within two (2) years from the Completion Date to comply with the approved specifications for the City Connection Facilities. Upon receipt of written notice from City of the discovery of any defects, Corix shall promptly and at its own cost remedy the defects and replace any property damaged therefrom, or may cause the contractor to do so. In case of Emergency where delay would cause serious risk of loss or damage to City or its customers, or if Corix, after notice, fails to proceed promptly toward such remedy within 30 days or within another period of time which has been agreed to in writing, City may have defects in the Connection Facilities corrected in compliance with the terms of this warranty and guarantee, and Corix shall be liable for all expenses incurred by City in so doing.

(b) Assignment of Warranty Obligations. In addition to Corix's duty to repair, as set forth above, Corix expressly assumes all warranty obligations under the approved plans and specifications for specific components, materials, equipment or workmanship of the Connection Facilities. Corix may satisfy its duty to repair and warranty by obtaining and assigning to City, by written instrument in a form approved by counsel for the City, a complying warranty from a manufacturer, supplier, or contractor providing the warranty for one year from the Completion Date. Where an assigned warranty is tendered and accepted by City that does not fully comply with the requirements of the approved specifications, Corix agrees that it shall remain liable to City on all elements of the required warranty that are not provided by the assigned warranty.

(c) General Requirements for Performance and Payment Bonds.

1) The Cost of the Facilities (herein "Cost of the Facilities") shall be based on the construction contract(s) issued by (or on behalf of) Corix to its contractor for the Connection Facilities (in addition to permitting and easement acquisition costs funded by Corix).

2) When Performance Bonds and/or Payment Bonds are required, each shall be issued as security for the faithful performance and/or payment of all Corix's obligations under this Agreement. Performance Bonds and Payment Bonds shall be issued by a solvent U.S. corporate surety that is authorized to do business in the State of Texas, and shall meet any other requirements established by State of Texas or Federal law. The bonds shall be executed or countersigned by a Texas resident agent.

3) If the surety on any Bond furnished by Corix is declared bankrupt or becomes insolvent or its right to do business in the State of Texas is terminated or it ceases to meet the requirements of this Agreement, Corix shall within ten (10) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this Agreement.

(d) Maintenance Bond. Corix agrees to arrange for its general contractor to provide to City not later than the Completion Date a maintenance bond in a form approved by counsel for City, for an amount not less than 25% for the cost of the City Connection Facilities for the repair of all defects in materials, equipment or workmanship appearing in the Connection Facilities within two (2) years from the Completion Date.

Section 3.08 Insurance.

(a) The contract for construction of the Connection Facilities shall require the construction contractor (“*Contractor*”) to provide and maintain the types and minimum coverages of insurance specified below from the time Corix issues a notice to proceed for construction of the Connection Facilities and extending until the Completion Date.

(b) The Contractor shall be required to present Corix with a current insurance certificate showing the required coverages before any workers or materials are brought to the construction site for the Connection Facilities. City, its employees, officers, and its professional consultants, legal representatives and agents will be named as an additional insured on such insurance certificate. The insurance coverages shall include, and the certificates shall reflect, carrier’s written endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Corix.

(c) If the Contractor engages subcontractors for construction, the Contractor shall either provide coverage for subcontractors in the Contractor’s insurance policies or require each subcontractor to secure insurance of the same types and with the same coverage limits as Contractor’s.

(d) The Contractor’s insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policies are issued. Such insurance shall include, at a minimum, coverage for the following types of claims that might arise out of the construction of the Facilities:

- 1) claims under workers’ compensation, disability benefits, and other similar employee benefit laws;
- 2) claims for damages because of bodily injury, occupational sickness or disease, or death of any person;
- 3) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, wherever located, including loss of use resulting therefrom;
- 4) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and
- 5) the policies of insurance so required by this section to be purchased and maintained shall include at least the specific coverages for, and shall be written for not less than, the Cost of the Connection Facilities, or as required by law, whichever is greater.

Section 3.09 Conveyance of Facilities and Associated Property

(a) Upon the Completion Date, all facilities located on the City’s side of the Point of Entry shall be deemed owned by the City. Notwithstanding the foregoing, Corix agrees to provide a bill of sale or other conveyance instrument reasonably satisfactory to the City to evidence such conveyance upon request of the City.

(b) Upon the Completion Date, Corix will be responsible for ownership, operation and maintenance of the Interceptor located on its side of the Point of Entry, and City shall be responsible for ownership, operation, and maintenance of the City Connection Facilities.

ARTICLE IV
RATES AND CHARGES

(a) Wholesale Wastewater Rates, Fees and Charges. Corix will pay City for the Wholesale Wastewater Service provided under this Agreement based on rates, charges and fees for the Wholesale

Wastewater Service set by the City Council for its wholesale wastewater customers and amended from time to time. The rates, charges and fees for Wholesale Wastewater Service shall consist of the following:

- 1) Minimum Monthly Charge, which is equal to \$1.75 per wholesale service meter as of the Effective Date;
- 2) Volume Charges, which is equal to \$5.18 per 1,000 gallons as of the Effective Date; and
- 3) Wastewater Impact Fees, as adjusted by this Agreement.

(b) The Minimum Monthly and Volume Charges shall be calculated by City in accordance with standard ratemaking principles for wholesale service; shall be just, reasonable, and non-discriminatory; and shall be based on the Costs of the System at the time of adoption. Wastewater Impact Fees shall be calculated by City in accordance with the applicable provisions of Chapter 395, Texas Local Government Code, and modified in accordance with the methodology set forth in this Agreement.

(c) Corix's obligation to commence payment of the Minimum Monthly Charge, Volume Charges and Wastewater Impact Fees shall commence the first month subsequent to the Completion Date and delivery of Wastewater to the City System. The City shall have no obligation to provide Wholesale Wastewater Services prior to the Completion Date.

Section 4.02 Amendment of Wholesale Rates, Fees and Charges, Notices to and Review by Corix.

(a) City may amend the Minimum Monthly Charge, Volume Charges and Wastewater Impact Fees from time to time as approved by the City Council.

(b) City will provide Corix with at least ninety (90) days prior written notice of any increases to the Minimum Monthly and Volume Charges. Written notice shall include the proposed new rates, and a cost of service study. Notice of changes to the Wastewater Impact Fee is governed by the provisions of Section 4.04(a) below.

(c) Corix will have the right to inspect and copy, at its expense, City's books, and records to verify any statement, billing, charge, computation, or demand made to Corix by City. City agrees to make all such information available to Corix for inspection and copying with reasonable promptness during normal business hours.

Section 4.03 Volume and Minimum Monthly Charges.

(a) City will measure Wastewater flows monthly based on monthly readings of the Metering Facility. The total of these amounts multiplied by the Volume Charge will be used by City to compute the monthly bill for the Volume Charges as provided in Section 5.02 below.

(b) Upon the commencement of delivery of Wastewater to the City System, Corix will pay to the City the Minimum Monthly Charge.

Section 4.04 Wastewater Impact Fees.

(a) Except for those Wastewater Impact Fees that are credited in accordance with the terms of Section 4.05 below, Corix shall be obligated to pay City a Wastewater Impact Fee that is based upon City's most recently-approved fee for each new retail wastewater customer that connects to the Corix System and receives wastewater service provided under this Agreement. For the term of this Agreement, the Wastewater Impact Fee will be the amount established from time to time in the City Service Ordinances, provided that no increase in the Wastewater Impact Fee will become effective for Corix until the City has given at least ninety days prior written notice of the change to Corix, and any such increases shall be applied to connections

made in the Wholesale Service Area in accordance with Chapter 395, Texas Local Government Code, in order to allow Corix adequate time to make corresponding changes to its Tariff. The Wastewater Impact Fee paid for each new retail wastewater connection to the Corix System shall be due and payable to City within thirty (30) days after the end of each calendar quarterly period in which the new retail wastewater connection is made.

(b) Within thirty (30) days after the end of each calendar quarter after the Completion Date, Corix shall submit a monthly report to City, reflecting the new customer(s), service address(es), meter size(s) and number of LUE(s) for which payment of a Wastewater Impact Fee is being made and/or a credit being applied for the calendar quarter in question. The City reserves the right to audit all Corix submitted data and modify Corix's claimed LUE calculations in accordance with the City Service Ordinances. If no new connections have been made, the monthly report will still be required, but will reflect that there have been no changes from the prior reporting period. Unless changed by written notice in accordance with Section 9.09, the Wastewater Impact Fees and monthly reports required by Section 5.07 and this subsection will be submitted to the following address:

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager

(c) The Wastewater Impact Fee will be designed to fund or recover all or a part of the Costs of the City System for capital improvements or facility expansions used or useful to provide Wholesale Wastewater Services in accordance with the methodology set forth in Exhibit "C". Upon payment (or credit), Corix will have a guaranteed reservation of capacity in the City System for the number of LUEs for which a Wastewater Impact Fee has been paid or credited. The Wastewater Impact Fee will be reasonable and just and established in accordance with the provisions of this Agreement.

Section 4.05 Wastewater Impact Fee Credit. As consideration for the design, construction and conveyance of the Connection Facilities, City shall credit Corix with the payment of Wastewater Impact Fees (the "Wastewater Impact Fee Credit") in an amount equal to all costs and expenses incurred by or on behalf of Corix relating to the design, construction, inspection and permitting of the Connection Facilities and acquisition of easements related thereto, including all surveying, appraisal, legal, condemnation and other costs related thereto (collectively, the "Connection Facilities Costs"), including, without limitation, all costs of design, engineering, materials, labor, construction, inspection, and testing arising in connection with the Connection Facilities; all payments arising under any contracts entered into for the construction of the Connection Facilities; all costs incurred by or on behalf of Corix in connection with obtaining governmental approvals, certificates, or permits required for the Connection Facilities; all costs and expenses incurred by or on behalf of Corix in connection with obtaining the easements, rights-of-way, or sites required as a part of the construction of the Connection Facilities. At City's request, Corix shall agree to furnish documentation in reasonable detail evidencing and supporting the Connection Facilities Costs. Commencing on the Completion Date, Corix will be credited with the payment of Wastewater Impact Fees for each new retail wastewater connection to the Corix System, and each then existing wastewater connection to the Corix System that connects to the Connection Facilities, until the Wastewater Impact Fee Credit is exhausted.

Section 4.06 Corix Wastewater Rates and Charges. Corix will determine and charge its retail Wastewater customers such rates in accordance with its tariff. During the term of this Agreement, Corix will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to Corix, to produce the amount necessary to operate, repair, and maintain Corix System, and to pay the cost of Wholesale Wastewater Service from City. Corix will establish retail rates consistent with AWWA ratemaking principles. Corix will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 4.07 Corix Fees. The Parties acknowledge that Corix has the right to the extent allowed under applicable law to assess, charge, and collect contributions in aid of construction, or other service fees, rates, taxes, or other charges. This Agreement will not be construed to require, limit, or restrict the authority of

Corix to implement the same. Corix will be solely responsible for the assessment and collection of such fees and charges and for ensuring that all fees, rates, and charges Corix elects to charge are in compliance with applicable law.

Section 4.08 Verification of Corix Connections. For verification of the Wastewater Impact Fees paid to City and for any other purpose, Corix shall make available for inspection and copying during regular business hours, at City's expense, all records for retail connections to the Corix System. In addition, City shall have the right to inspect Corix System at any time, at City's sole expense, after giving Corix written notice of its intention to inspect and allowing the opportunity for Corix to be present, to verify the type and amount of retail connections made or the condition of Corix System and Corix will provide lawful access to City for this purpose.

ARTICLE V
WHOLESALE BILLING METHODOLOGY, REPORTS
AND OTHER RELATED MATTERS

Section 5.01 Monthly Statement. For each monthly billing period, City will forward to Corix a bill providing a statement of the total Minimum Monthly Charge and Volume Charges owed by Corix for Wholesale Wastewater Service provided to Corix during the previous monthly billing period. Corix will pay City for each bill submitted by City to Corix by check or bank-wire on or before thirty (30) days from the date of the invoice. Payments shall be mailed to the address indicated on the invoice, or can be hand-delivered to City Hall in Bastrop County, Texas, upon prior arrangement. If payments will be made by bankwire, Corix shall verify wiring instructions. Payment must be received at City Hall or bank by the due date in order not to be considered past due or late. In the event Corix or an assignee responsible for payment in accordance with this Agreement fails to make payment of a bill within said thirty (30) day period, Corix shall pay in addition City's then-current, Council-approved wholesale wastewater contract late payment charges on the unpaid balance of the invoice.

Section 5.02 Monthly Billing Calculations. City will compute the Minimum Monthly Charge and Volume Charges included in the monthly billing for Wholesale Wastewater Service on the basis of monthly readings of the Metering Facility. The total of these amounts multiplied by the wholesale Wastewater rate, set from time to time by the City Council, will be used to compute the monthly bill for the Volume Charge.

Section 5.03 Infiltration and Inflow; Winter Averaging. Corix acknowledges that water entering the City System from Corix System emanating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for Corix. Therefore, Corix agrees to pay, as part of the Minimum Monthly Charge and Volume Charge, for Infiltration and Inflow originating within the Wholesale Service Area without abatement in the same manner and cost as other Wastewater entering City's System from Corix's System.

Section 5.04 Effect of Nonpayment. With respect to monthly billings, if City has not received payment from Corix by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, City will notify Corix, or its assignee responsible for payment in accordance with this Agreement, of such delinquency in writing, if Corix or its assignee fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from City, then City may, at its discretion, terminate or reduce the level of Wholesale Wastewater Service to Corix until Corix or its assignee makes payment is made.

Section 5.05 Protests, Disputes or Appeals. Nothing in this Agreement is intended to limit, impair or prevent any right of Corix to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other related legal or administrative proceedings affecting services or charges to Corix under this Agreement.

Section 5.06 Metering Facility Accuracy; Calibration.

(a) The City shall own the Metering Facility, which Corix shall pay for, and it shall be calibrated each calendar year by the City at City's sole cost and expense (and such costs may be included in the Costs of the System). The City shall provide not less than 48 hours' prior written notice of each such calibration, and a representative of Corix may be present to observe each calibration.

(b) The Metering Facility may be calibrated at any reasonable time, and shall be tested at least annually, by either Party to this Agreement, provided that the party making the calibration notifies the other party in writing at least five days in advance and allows the other Party to witness the calibration. In the event any question arises at any time, but not more than a frequency of once per consecutive 12-month period without mutual consent of both Parties, as to the accuracy of the Metering Facility, then the Metering Facility shall be tested by City promptly upon demand of Corix. The expense of such test shall be borne by Corix if the Metering Facility is found to be within AWWA and manufacturer's standards of accuracy for the type and size of meter and by City if the Metering Facility is found not to be within AWWA and manufacturer's standards for the type and size of meter.

(c) If, as a result of any test, the Metering Facility is found to be registering inaccurately (in excess of or below AWWA and manufacturer's standards for the type and size of meter), the readings of the Metering Facility shall be corrected at the rate of its inaccuracy for any period which is definitively known or agreed upon and City shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

- 1) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
- 2) a period extending back one-half of the time elapsed since the last previous test;

and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

Section 5.07 Additional Required Notices. In addition to the monthly reports required by Section 4.04(b) above, Corix shall:

(a) Provide to City a copy of each final subdivision plat of property within the Wholesale Service Area.

(b) Provide to City by June 1 of every year during the term of this Agreement a report setting forth: (i) the total number of retail wastewater service connections within the Wholesale Service Area as of April 1 of the same year; and, (ii) the total number of new retail wastewater service connections to the Corix System during the prior annual period ending April 1 of the same year, which connections shall be set forth in LUES as determined by City's Service Ordinance.

ARTICLE VI REGULATORY COMPLIANCE

Section 6.01 Agreement Subject to Applicable Law. The Agreement will be subject to all valid rules, regulations, legal interpretations, policies and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 6.02 Cooperation to Assure Regulatory Compliance. Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, and any other applicable and/or relevant legal or regulatory requirements, each party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where

noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

Section 6.03 Sewer System Overflows. Each Party shall cooperate with the other and initiate immediate response measures to abate and remediate sewer system overflows in its System in compliance with its internal directives and policies and as directed by state, federal, or other officials, and immediately notify the other Party of the sewer system overflows affecting the Wholesale Service Area. Each Party is responsible for timely providing all required equipment and personnel to remediate the sewer system overflow, and for providing any required notice to the United States Environmental Protection Agency (EPA), the TCEQ, and affected members of the public regarding any threatened or actual overflows.

ARTICLE VII TERM, TERMINATION, DEFAULT, REMEDIES

Section 7.01 Term and Termination. This Agreement shall become effective upon the Effective Date and shall extend for a term of forty (40) years unless terminated earlier as provided herein. So long as Corix provides at least 12 months' written notice to the City, it may renew this Agreement for one additional term of forty (40) years.

Section 7.02 Default.

(a) In the event Corix shall default in the payment of any amounts due to City under this Agreement, or in the performance of any material obligation to be performed by Corix under this Agreement, then City shall give Corix at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, Corix shall have the right to pursue any remedy available at law or in equity.

(b) In the event City shall default in the performance of any material obligation to be performed by City under this Agreement, then Corix shall give City at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, Corix shall have the right to pursue any remedy available at law or in equity, pending cure of such default by City. In the event such default remains uncured for an additional 180 days, then Corix shall, in addition to and not in lieu of any other remedies available to Corix, have the right to notify City that Corix intends to take a more limited amount of Wholesale Wastewater Services from City (which shall be at least the amount City is then able to provide to Corix) and Corix may then obtain other wastewater services from another provider or may take appropriate action to supply itself with additional wastewater services upon giving City written notice of its intent to do so. City acknowledges that the replacement of the Wholesale Wastewater Services which City has agreed to provide under this Agreement would be difficult and expensive for Corix, and agrees to use diligent good faith efforts to perform its obligations under this Agreement.

Section 7.03 Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that City's undertaking to provide and maintain the services of the City System is an obligation, to the extent that City's failure in the performance of which cannot be adequately compensated in money damages alone, City agrees, in the event of any default on its part, that Corix shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of Corix's obligations could not be adequately compensated in money damages alone, Corix agrees in the event of any default on its part that City shall have available to it the equitable remedies of specific performance in addition to any other legal or equitable remedies that may also be available to City. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

Notwithstanding any provision herein to the contrary, neither Party shall be responsible for consequential damages in the of a breach.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01 Assignability. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned; provided however that City hereby consents to the assignment of this Agreement to any affiliate of Corix, to and successor entity created by merger or consolidation with Corix, or to any entity that acquires all or substantially all of the assets of Corix. Other than assignment by Corix to an affiliate, or successor entity created by merger or consolidation, any assignment of this Agreement by Corix requires prior consent of the City evidenced by adoption of a resolution, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 8.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of Corix and City and executed by duly authorized representatives of each.

Section 8.03 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 8.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Wastewater Service by City to Corix for the Wholesale Service Area.

Section 8.05 Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 8.06 Venue. All obligations of the Parties created in this Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 8.07 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 8.08 Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

Section 8.09 Notices. Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other Party shown below:

Corix:

Corix Utilities (Texas) Inc.
1812 Centre Creek Dr., Suite 100
Austin, TX 78754
Attn: Darrin Barker

City:

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 8.10 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 8.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 8.12 Records. City and Corix each agree to preserve, for a period of at least three years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. City and Corix shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 8.13 Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 8.14 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 8.15 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 8.16 Exhibits. The following exhibits, attached to this Agreement, are incorporated into this Agreement as if fully set forth:

Exhibit A: Wholesale Service Area
Exhibit B: Point of Entry
Exhibit C: Wastewater Impact Fee Calculation Methodology

Section 8.17 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

CITY OF BASTROP:

By: 

Name: Sylvia Carrillo

Title: City Manager _____

Date: 02/23/2024

Attest 
City Secretary

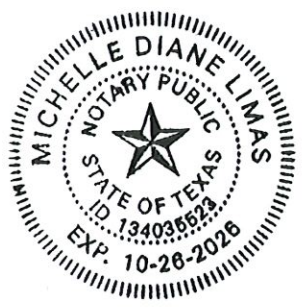
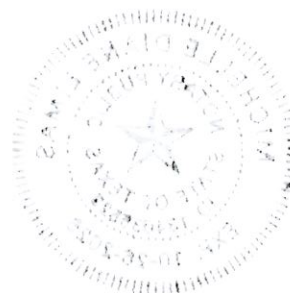


Exhibit "A"
Wholesale Service Area

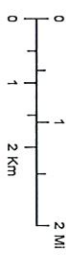
A handwritten signature in cursive script, appearing to read "Michael B. Dine".

City of Bastrop Corix Wholesale & Bastrop Wastewater CCN Agreement Boundary

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 this map was derived. 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.



Current Time: 2/23/2024 1:00 PM



- City Limit
- Corix Wholesale Agreement Boundary
- City of Bastrop Wastewater CCN

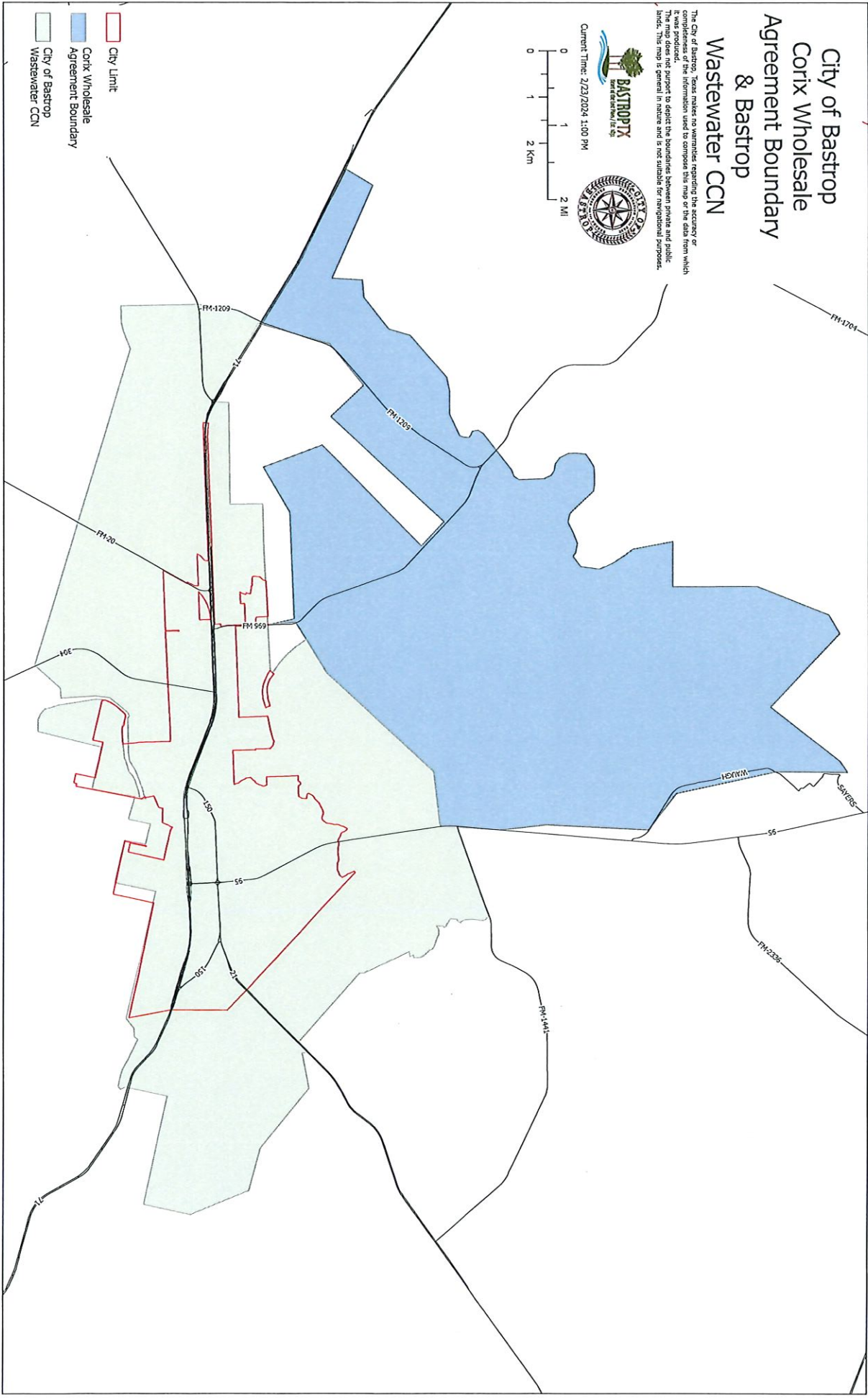
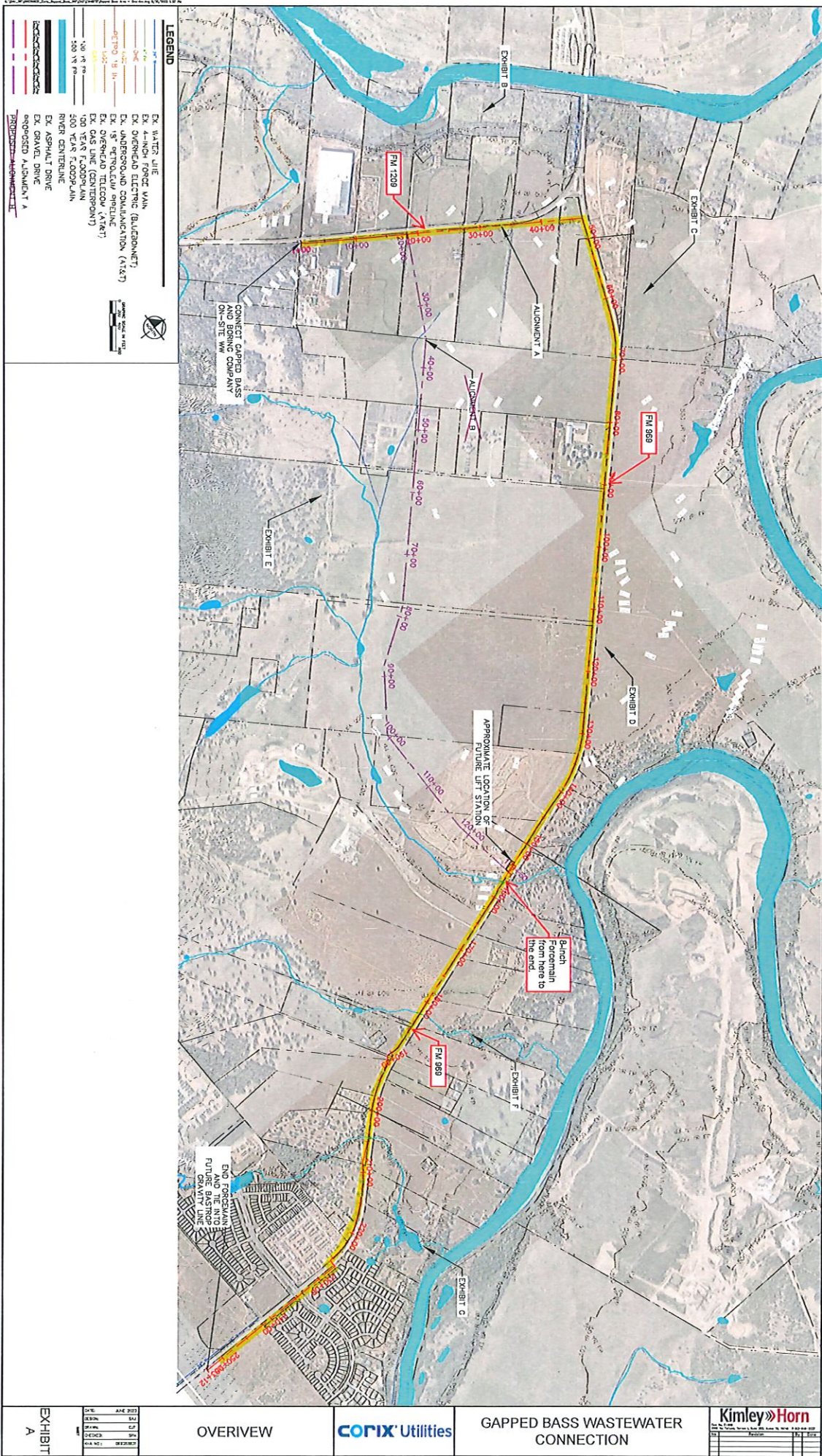


Exhibit A



DATE	DATE
DESIGN	REV
PLAN	NO.
SCALE	BY
APP. NO.	CHKD.
DATE	DATE

OVERVIEW



GAPPED BASS WASTEWATER CONNECTION



Exhibit "C"
Wastewater Impact Fee Calculation Methodology

Chapter 395 of the Local Government Code

Impact Fee means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development" Texas Local Government Code §395.00

Impact fees may only be used to pay certain costs for: (1) constructing capital improvements or facility expansions for water supply, treatment, and distribution facilities; (2) wastewater collection and treatment facilities; (3) stormwater, drainage and flood control facilities; and (4) roadways. Id. § 395.001(1). Not all costs associated with infrastructure expansion qualify –only costs authorized under Chapter 395 are allowable. Allowable costs include the costs of facility expansion or new facility construction such as: (1) construction contract price; (2) surveying and engineering fees; and (3) land acquisition costs. Id. § 395.012(a). Fees paid to a non-city engineer or financial consultant related to preparing or updating the capital improvement plan can also be paid by impact fees. Id. § 395.012(a)(4). Additionally, certain financing charges related to permissible facilities improvements or expansions may be funded by impact fees, and impact fees may also be pledged to as security for bonds under certain circumstances. Id. § 395.012(d).

Capital Improvements Advisory Committee convened in 2021-22 and then adopted a : (1) a Capital Improvements Plan; and (2) Land Use Assumptions on July 26, 2022.

The attached ordinance and land use assumptions are in place at the time of this document execution; however, the fees are under review and subject to change each year. (see attached Ordinance 2022-18)

For simplicity,

- Financing Costs
- Revenue Credit Calculation or 50% Credit
 - Revenue Credit Calculation – a credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period (10-years) that is used for payment of projects included in the Impact Fee CIP
- Maximum Assessable Impact Fee

$$\text{Impact Fee} = \frac{\text{Cost of Impact Fee CIP} - \text{Credit}}{\text{New Service Units}}$$

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS UPDATING AND AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 13, ARTICLE 13.12, ENTITLED "IMPACT FEES", UPDATING THE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN AND AMENDING IMPACT FEES FOR WATER AND WASTEWATER UTILITIES, AS ATTACHED IN EXHIBITS A-E, AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, new residential and nonresidential development causes and imposes increased demands upon Bastrop public facilities and services, including water and wastewater facilities, that would not otherwise occur; and

WHEREAS, planning projections indicate that such development will continue and will place ever-increasing demands on the City to provide necessary public facilities; and

WHEREAS, the development potential and value of properties is strongly influenced and encouraged by City policy as expressed in the City's 2036 Comprehensive Plan and as implemented via the City zoning ordinance and map; and

WHEREAS, to the extent that such new development places demand upon the public facility infrastructure, those demands should be satisfied by more equitably assigning responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands for them; and

WHEREAS, the amount of the impact fee to be imposed shall be determined by the cost of the additional public facilities needed to support such development, which public facilities shall be identified in a capital improvements program; and

WHEREAS, the City Council, after careful consideration of the matter, hereby finds and declares that impact fees imposed upon residential and nonresidential development to finance specified major public facilities, the demand for which is created by such development, is in the best interests of the general welfare of the City and its residents, is equitable, and does not impose an unfair burden on such development;

WHEREAS, in 1987 the Texas Legislature adopted Senate Bill 336, now Chapter 395 of the Texas Local Government Code, and subsequently amended said Chapter from time to time; and

WHEREAS, the City Council finds that in all things the City has complied with said statute in the notice, adoption, promulgation and methodology necessary to adopt Impact Fees;

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. ENACTMENT

Article 13.12, "Impact Fees", of Chapter 13, "Utilities," of the Code of Ordinances of the City of Bastrop are amended to read as described and attached hereto as Exhibit "A."

SECTION 3. REPEALER

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

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. ENFORCEMENT

The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

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.

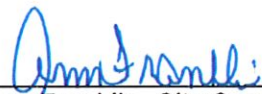
READ & ACKNOWLEDGED on First Reading on the 12th day of July 2022.

READ & APPROVED on the Second Reading on the 26th day of July 2022.

APPROVED:
by 


Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

Exhibit A

City of Bastrop Code of Ordinances

Chapter 13 – UTILITIES

Article 13.12 – Impact Fees

DIVISION 1. - GENERALLY

Sec. 13.12.001 - Short Title.

No changes.

Sec. 13.12.002 - Intent.

No changes.

Sec. 13.12.003 - Authority.

No changes.

Sec. 13.12.004 - Definitions.

No changes.

Sec. 13.12.005 - Applicability.

No changes.

Sec. 13.12.006 - Impact Fees as Conditions of Development Approval.

No changes.

Sec. 13.12.007 - Establishment of Water and Wastewater Service Areas.

No changes.

Sec. 13.12.008 - Land Use Assumptions.

Land use assumptions used in the development of the impact fees are contained in Exhibit B to Ordinance -2022-18. These assumptions may be revised by the City Council according to the procedure set forth in V.T.C.A. Local Government Code, Chapter 395 and its successors.

Sec. 13.12.009 - Service Units.

No changes.

Sec. 13.12.010 - Impact Fees Per Service Unit.

(a) The maximum impact fee per service unit for each service area shall be computed by dividing the growth-related capital construction cost of service in the service area identified in the capital improvements plan for that category of capital improvements, by the total number of projected service units anticipated within the service area which are necessitated by and attributable to new development, based on the land use assumptions for that service area, and adjusted by subtracting credits in the form of future rate or tax contributions to water and/or wastewater CIP funding and adding any additional amount as may be yielded in the inflation-escalator portion of the fee assessment formula set forth in Sec. 13.12.011. Maximum impact fees per service unit for each service area shall be established by category of capital improvements and shall be set forth in Exhibit C to Ordinance 2022-18.

(b) Exhibit C to Ordinance 2022-18 may be amended by the City Council according to the procedure set forth in Chapter 395 of the Texas Local Government Code and its successors.

(c) The effective impact fees per service unit may be amended from time to time by the City Council through ordinance amendment to any amount less than that set forth in Exhibit C to Ordinance 2022-18.

Sec. 13.12.011 - Assessment.

(a) *No changes.*

(b) Assessment of the impact fee for any new development shall be made as follows:

(1) *No changes.*

(2) For new development, which has received final plat approval prior to the effective date of this article and for which no re-platting is necessary prior to the issuance of a building permit, assessment shall be upon the issuance of a building permit, and shall be the value of the effective impact fee per service unit set forth in Exhibit C to Ordinance 2022-18.

(3) For new development, which occurs or is proposed to occur without platting, assessment shall be upon the issuance of a building permit and shall be the value of the effective impact fee per service unit set forth in Exhibit C to Ordinance 2022-18.

(4) *No changes.*

(5) *No changes.*

(c) *No changes.*

(d) *No changes.*

Sec. 13.12.012 - Calculation of Impact Fees.

No changes

Sec. 13.12.013 - Collection of Impact Fees.

No changes.

Sec. 13.12.014 - Offsets Against Impact Fees.

No changes.

Sec. 13.12.015 - Establishment of Accounts and Records.

No changes.

Sec. 13.12.016 - Use of Proceeds of Impact Fee Accounts.

No changes.

Sec. 13.12.017 – Appeals.

No changes.

Sec. 13.12.018 – Refunds.

No changes.

Sec. 13.12.019 - Updates to Plan and Revision of Fees.

No changes.

Sec. 13.12.020 - Functions of Advisory Committee.

No Changes.

Sec. 13.12.021 - Agreement for Capital Improvements.

No changes.

Sec. 13.12.022 - Use of Other Financing Mechanisms.

No changes.

Sec. 13.12.023 - Impact Fees as Additional and Supplemental Regulation.

No changes.

Sec. 13.12.024 - Relief Procedures.

No changes.

Sec. 13.12.025 - Exemptions.

No changes.

Sec. 13.12.026 - Certification of Compliance Required.

No changes.

Secs. 13.12.027 – 13.12.060 Reserved.

DIVISION 2. – WATER FACILITIES

Sec. 13.12.061 - Service Area.

No changes.

Sec. 13.12.062 - Improvements Plan.

(a) The Water Improvements Plan for the City is hereby adopted as Exhibit D to Ordinance 2022-18 and incorporated by reference herein.

(b) *No changes.*

Sec. 13.12.063 - Impact Fees.

(a) The maximum impact fee values per service unit for water facilities are hereby adopted and incorporated in Exhibit C to Ordinance 2022-18 and made a part hereof by reference.

(b) *No changes.*

Secs. 13.12.064-13.12.090 – Reserved.

DIVISION 3. - WASTEWATER FACILITIES

Sec. 13.12.091 - Service Area.

No changes.

Sec. 13.12.092 - Improvements Plan.

(a) The Wastewater Improvements Plan for the City is hereby adopted as Exhibit E to Ordinance 2022-18 hereto and incorporated by reference herein.

(b) *No changes.*

Sec. 13.12.093 - Impact Fees.

(a) The maximum impact fee values per service unit for wastewater facilities are hereby adopted and incorporated in Exhibit C to Ordinance 2022-18 and made a part hereof by reference.

(b) *No changes.*

Exhibit B
Future Land Use Assumptions

Future Land Use Assumptions (Acres Developed)

Land Use (Acres)	<u>2022</u>	<u>2032</u>	<u>Build Out</u>
Single Family Residential	2,129	2,678	3,616
Retail / Office	120	152	211
Commercial	1,481	1,825	2,274
Industrial	218	287	459
Parks and Open Space and Agriculture	748	748	748
Total Developed Acreage	4,697	5,690	7,308

Future Land Use Assumptions (Service Unit Equivalents and Population)

	<u>2022</u>	<u>2032</u>	<u>2055</u>
Population	12,299	14,359	17,700
Water Service Population	9,860	14,596	35,975
Sewer Service Population	9,671	14,315	35,283
Water SUEs	6,455	11,142	27,461
Sewer SUEs	6,455	10,208	25,159

Exhibit C
Maximum and Effective Impact Fee

<u>Meter Type</u>	<u>Meter Size</u>	<u>Multiplier</u>	<u>Maximum Impact Fee</u>				<u>Effective Impact Fee</u>			
			<u>Water - Production</u>	<u>Water - Distribution</u>	<u>Sewer</u>	<u>All</u>	<u>Water - Production</u>	<u>Water - Distribution</u>	<u>Sewer</u>	<u>All</u>
Simple	5/8" x 3/4"	1.0	\$ 1,347.00	\$ 6,835.00	\$ 5,089.00	\$ 13,271.00	\$ 1,347.00	\$ 6,835.00	\$ 5,089.00	\$ 13,271.00
Simple	3/4"	1.0	1,347.00	6,835.00	5,089.00	13,271.00	1,347.00	6,835.00	5,089.00	13,271.00
Simple	1"	2.5	3,367.50	17,087.50	12,722.50	33,177.50	3,367.50	17,087.50	12,722.50	33,177.50
Simple	1 1/2"	5.0	6,735.00	34,175.00	25,445.00	66,355.00	6,735.00	34,175.00	25,445.00	66,355.00
Simple	2"	8.0	10,776.00	54,680.00	40,712.00	106,168.00	10,776.00	54,680.00	40,712.00	106,168.00
Compound	2"	8.0	10,776.00	54,680.00	40,712.00	106,168.00	10,776.00	54,680.00	40,712.00	106,168.00
Turbine	2"	10.0	13,470.00	68,350.00	50,890.00	132,710.00	13,470.00	68,350.00	50,890.00	132,710.00
Compound	3"	16.0	21,552.00	109,360.00	81,424.00	212,336.00	21,552.00	109,360.00	81,424.00	212,336.00
Turbine	3"	24.0	32,328.00	164,040.00	122,136.00	318,504.00	32,328.00	164,040.00	122,136.00	318,504.00
Compound	4"	25.0	33,675.00	170,875.00	127,225.00	331,775.00	33,675.00	170,875.00	127,225.00	331,775.00
Turbine	4"	42.0	56,574.00	287,070.00	213,738.00	557,382.00	56,574.00	287,070.00	213,738.00	557,382.00
Compound	6"	50.0	67,350.00	341,750.00	254,450.00	663,550.00	67,350.00	341,750.00	254,450.00	663,550.00
Turbine	6"	92.0	123,924.00	628,820.00	468,188.00	1,220,932.00	123,924.00	628,820.00	468,188.00	1,220,932.00
Compound	8"	80.0	107,760.00	546,800.00	407,120.00	1,061,680.00	107,760.00	546,800.00	407,120.00	1,061,680.00
Turbine	8"	160.0	215,520.00	1,093,600.00	814,240.00	2,123,360.00	215,520.00	1,093,600.00	814,240.00	2,123,360.00
Compound	10"	115.0	154,905.00	786,025.00	585,235.00	1,526,165.00	154,905.00	786,025.00	585,235.00	1,526,165.00
Turbine	10"	250.0	336,750.00	1,708,750.00	1,272,250.00	3,317,750.00	336,750.00	1,708,750.00	1,272,250.00	3,317,750.00
Turbine	12"	330.0	444,510.00	2,255,550.00	1,679,370.00	4,379,430.00	444,510.00	2,255,550.00	1,679,370.00	4,379,430.00

Exhibit D
Water Capital Improvements Plan

<u>Facility Type</u>	<u>Impact Fee Project Name</u>	<u>Total Construction Cost</u>	<u>Capacity</u>	<u>2022-2032 Demand</u>	<u>Recoverable Cost</u>
Water Supply	Willow Street Plant (Wells C-G)	\$ 781,865	3,319,200	14.20%	\$ 110,987
Water Supply	Bob Bryan Park Site Phase I (Wells H and I)	424,853	1,224,000	14.20%	60,309
Water Supply	Bob Bryan Park Side Phase 2	1,462,720	1,152,000	14.20%	207,635
Water Supply	Initial Water Supply XS Ranch	2,000,000	2,677,808	14.20%	283,903
Water Supply	Well J & Monitoring Well	1,449,450	2,160,000	14.20%	205,752
Water Supply	Add'l Wtr Supply (16" River Crossing Wtr Line)	1,000,000	1,058,400	14.20%	141,952
Water Supply	Water Plant (XS Ranch)	31,000,000	3,600,000	14.20%	4,400,499
Water Supply	XS Ranch groundwater well construction (3 add'l wells)	6,400,000	3,600,000	14.20%	908,490
Water Pumping	Willow High Service 1	9,962	720,000	25.47%	2,538
Water Pumping	Willow High Service 2	9,962	720,000	25.47%	2,538
Water Pumping	Willow High Service 3	9,962	720,000	25.47%	2,538
Water Pumping	Willow High Service 4	19,638	768,000	25.47%	5,002
Water Pumping	Willow High Service 5	19,638	768,000	25.47%	5,002
Water Pumping	Willow High Service 6	19,638	768,000	25.47%	5,002
Water Pumping	Bob Bryant High Service 1	74,815	1,344,000	25.47%	19,057
Water Pumping	Bob Bryant High Service 2	74,815	1,344,000	25.47%	19,057
Water Pumping	Bob Bryant Transfer Pump 1	20,000	384,000	25.47%	5,094
Water Pumping	Bob Bryant Transfer Pump 2	20,000	384,000	25.47%	5,094
Water Pumping	Loop 150 Tank Yard Pump 1	4,862	384,000	25.47%	1,238
Water Pumping	Loop 150 Tank Yard Pump 2	4,862	384,000	25.47%	1,238
Water Pumping	XS Ranch Groundwater Well Construction (4 pumps)	6,400,000	6,480,000	25.47%	1,630,210
Water Pumping	XS Ranch Transmission Pump Station	6,601,000	11,282	25.47%	1,681,409
Water Pumping	Willow WTP Zone 1 Pump Station	4,900,000	720,000	25.47%	1,248,130
Ground Storage	Bob Bryant (Tank 4)	263,080	285,000	13.00%	34,207
Ground Storage	GST Re-Use at WWTP	128,762	40,000	13.00%	16,742
Ground Storage	Tank 1 at Willow Street	350,000	500,000	13.00%	45,508
Ground Storage	Tank 2 at Willow Street	350,000	500,000	13.00%	45,508
Ground Storage	Hwy 20 (along with Elev Tank)	1,142,100	280,000	13.00%	148,500
Ground Storage	Tank 1 at Willow Street (replace concrete tank)	4,000,000	750,000	13.00%	520,094
Ground Storage	Tank 2 at Willow Street (replace steel tank)	4,000,000	750,000	13.00%	520,094
Ground Storage	XS Ranch GST part of the WTP	2,200,000	500,000	13.00%	286,052
Elevated Storage	Est at Loop 150	375,000	250,000	17.20%	64,505
Elevated Storage	Standpipe at Loop 150	700,000	1,000,000	17.20%	120,409
Elevated Storage	GST at Loop 150	140,000	225,000	17.20%	24,082
Elevated Storage	Elevated tower west at Hwy 20 (supply)	1,490,800	250,000	17.20%	256,437
Elevated Storage	1 MG Elevated Storage Tank (east of FM969)	9,500,000	1,000,000	17.20%	1,634,122
Transmission Lines	8-inch line on Old Austin Hwy	146,590	1,000	65.69%	96,296
Transmission Lines	12-inch line on Perkins/Higgins	96,491	1,000	65.69%	63,386
Transmission Lines	12-inch line on Eskew/Loop 150	48,904	1,000	65.69%	32,125
Transmission Lines	Hunters Crossing Blvd (16-inch)	100,160	1,200	65.69%	65,796
Transmission Lines	Downtown Feeder (8-inch)	148,500	450	65.69%	97,551
Transmission Lines	Willow/Wilson Connection (6-inch)	-	250	65.69%	-
Transmission Lines	Loop 150 Standpipe Feeder (10, 12 inch)	1,058,750	1,000	65.69%	695,502
Transmission Lines	SH 95 North (12-inch)	437,600	1,000	65.69%	287,463
Transmission Lines	Hoffman Road (8-inch)	77,000	450	65.69%	50,582
Transmission Lines	Loop 150 West Feeder (12-inch)	438,510	1,000	65.69%	288,061
Transmission Lines	Eskew St. (12-inch)	102,900	2,600	65.69%	67,596
Transmission Lines	Higgins St. (12-inch)	73,500	2,600	65.69%	48,283
Transmission Lines	SH 71 (North Line) (12-inch)	280,000	1,000	65.69%	183,934
Transmission Lines	SH 71 (South Line) (12-inch)	444,500	1,000	65.69%	291,996
Transmission Lines	Hasler Blvd (12-inch)	119,000	1,000	65.69%	78,172
Transmission Lines	Agnes Street (12-inch)	41,300	1,000	65.69%	27,130
Transmission Lines	Old Austin Hwy (8,12 inch)	647,700	1,000	65.69%	425,479
Transmission Lines	SH 71 (West Line) (12-inch)	13,050	1,000	65.69%	8,573
Transmission Lines	Hunters Point Drive (12, 16-inch)	57,750	1,200	65.69%	37,936
Transmission Lines	Elevated Tank Feeder (12, 16-inch)	852,500	1,200	65.69%	560,014
Transmission Lines	Hasler Shores Feeder (8 inch)	166,000	450	65.69%	109,047
Transmission Lines	SH 71 East / Buc-ee's (12-inch)	-	1,000	65.69%	-

Exhibit D
Water Capital Improvements Plan

<u>Facility Type</u>	<u>Impact Fee Project Name</u>	<u>Total</u>	<u>Capacity</u>	<u>2022-2032</u>	<u>Recoverable</u>
		<u>Construction</u>		<u>Demand</u>	<u>Cost</u>
Transmission Lines	Ground Storage Tank Feeder (12-inch)	375,900	1,000	65.69%	246,932
Transmission Lines	Bob Bryant Feeder (12-inch)	66,750	1,000	65.69%	43,849
Transmission Lines	Blair Avenue (12-inch)	19,500	1,000	65.69%	12,810
Transmission Lines	16" watermain crossing under river	2,235,000	1,500	65.69%	1,468,190
Transmission Lines	Riverwood Waterline Improvements (Size Ir...)	1,000,000	250	65.69%	656,908
Transmission Lines	Water Main Ext. SH304 to WWTP 3	800,000	250	65.69%	525,527
Transmission Lines	Watermain Replacement Pine Street Size In...	250,000	100	65.69%	164,227
Transmission Lines	Water Main ext. Arena Dr. to Pitt	350,000	250	65.69%	229,918
Transmission Lines	24" line from XS Ranch Water Plant to Willow Plant	10,609,000	9,333	65.69%	6,969,139
Transmission Lines	20/16-inch Bob Bryant Transmission Lines (20/16-inch) (2500 LF of 20" WL, and 1100 of 16" WL)	2,400,000	4,873	65.69%	1,576,580
Distribution Lines	12-inch line (1800LF) Agnes St Extension	800,000	1,060	78.20%	625,625
Distribution Lines	20/16/12-inch Downtown WL (14,400LF). This WL replaces smaller lines. (100LF of 20", 3700 LF of 16", and 10,600 LF of 12")	6,300,000	5,150	78.20%	4,926,800
Distribution Lines	12/8-in WL on Chestnut (4100FL). This WL replaces existing 10/8-in (4100 FL of 12" WL, and 2400 LF of 8")	2,450,000	560	78.20%	1,915,978
Distribution Lines	12-in WL on Chambers (4000 LF). This WL replaces existing 10-in	1,700,000	552	78.20%	1,329,454
Distribution Lines	12-in WL on Driftwood Ln (5300 LF)	2,500,000	1,060	78.20%	1,955,079
Distribution Lines	12/8-in Lost Pines Ave (3100 LF of 12-in, and 900LF of 8-in)	1,300,000	1,547	78.20%	1,016,641
Distribution Lines	16-in Valverde WL (9700LF)- comes off 16" WL on SH 71 at FM20 EST and goes north crossing HWY 71 and then west through the Valverde sub-division	-	1,907	78.20%	-
Distribution Lines	16-in Valverde WL (6800LF) - comes off FM20 EST and goes south, then west through West Bastrop Village	-	1,907	78.20%	-
Distribution Lines	16-in Valverde WL (8700LF) - connects to the line proposed to go through West Bastrop Village, goes north, crossing HWY 71, connecting to 16" WL on SH 71, continue north and connecting to the proposed line crossing Valverde	-	1,907	78.20%	-
Distribution Lines	12-in Lovers Lane (14800LF) - to serve Colorado River Bend movie studio	-	1,907	78.20%	-
Distribution Lines	16/12-in SH 304 (8900LF) - to serve Colorado River Bend movie studio and allow other connections from other developments in surrounding areas, such as development west of SH304 across Cuccina Ranch (~785 LUEs)	-	2,967	78.20%	-
Distribution Lines	16/12-inch line and appurtenances (associated with the EST planned east of FM969) on Blakey Lane - (5100LF of 16" WL, and 2900 LF of 12" WL)	-	2,960	78.20%	-
Distribution Lines	12-in Movie Studio (7600LF) - to serve Colorado River Bend movie studio and allow other connections from other developments in surrounding areas	-	1,060	78.20%	-
Distribution Lines	12-in Mauna Loa Ln (10600FL)	4,100,000	1,060	78.20%	3,206,330
	Water Impact Fee Update	9,250		100%	9,250
	Total	\$ 129,963,889	41,089,250		\$ 45,063,093

Exhibit E
Wastewater Capital Improvements Plan

Facility Type	Impact Fee Project Name	Total Construction Cost	Capacity	2022-2032		Recoverable Cost
				Demand		
WW Treatment	WWTP No. 1 & 2 Replaced headworks	\$ 451,274	1,400,000	17.38%	\$ 78,415	
WW Treatment	2 MGD WWTP #3 Construction / Design	29,005,900	2,000,000	17.38%	5,040,142	
WW Treatment	2 MGD WWTP #3 Phase II Construction / Design	40,700,000	2,000,000	17.38%	7,072,140	
WW Pumping	Home Depot LS	70,000	115,200	24.72%	17,302	
WW Pumping	Riverside Grove LS	69,500	662,400	24.72%	17,179	
WW Pumping	Old Austin LS	52,000	180,000	24.72%	12,853	
WW Pumping	Central LS	255,730	1,339,200	24.72%	63,210	
WW Pumping	Hunters Crossing LS	100,000	751,680	24.72%	24,717	
WW Pumping	River LS	100,000	648,000	24.72%	24,717	
WW Pumping	North Pecan LS	66,500	475,200	24.72%	16,437	
WW Pumping	Lincoln LS	50,000	48,960	24.72%	12,359	
WW Pumping	Wilson LS 1	15,000	72,000	24.72%	3,708	
WW Pumping	Wilson LS 2	15,000	72,000	24.72%	3,708	
WW Pumping	Fisherman Park LS	225,930	329,000	24.72%	55,844	
WW Pumping	Main Street LS	100,000	648,000	24.72%	24,717	
WW Pumping	Mauna LOA SL	284,000	432,000	24.72%	70,197	
WW Pumping	WWTP	50,000	1,080,000	24.72%	12,359	
WW Pumping	Gills Branch LS	250,000	648,000	24.72%	61,794	
WW Pumping	XS Ranch LS	5,000,000	345	24.72%	1,235,871	
Major Collection Lines	MLK Street Gravity Main	146,590	3,192,000	92.28%	135,273	
Major Collection Lines	Pecan Street Gravity Main	171,255	3,192,000	92.28%	158,034	
Major Collection Lines	Central LS Force Main	143,956	1,762,000	92.28%	132,843	
Major Collection Lines	North Pecan LS Force Main	5,775	282,000	92.28%	5,329	
Major Collection Lines	Highway 71 Pipe Bursting Project (Expansion from 10" to 15")	659,000	1,117	92.28%	608,126	
Major Collection Lines	Fayette St. Improvement (Expansion from 12" to 18")	230,837	1,502	92.28%	213,017	
Major Collection Lines	Westside Collection System Gravity Sewer Improvements	8,150,866	23,564	92.28%	7,521,625	
Major Collection Lines	Transfer Lift Station and Force Main	4,440,387	5,600	92.28%	4,097,592	
Major Collection Lines	Sewer Line replacement (Main St. & Maple, Mesquite, Magnolia, Locust)	395,000	1,200	92.28%	364,506	
Major Collection Lines	10-inch sewer line Agnes St Extension (1800LF)	500,000	860	92.28%	461,400	
Major Collection Lines	24-inch sewer line from Hunter's Crossing to West Bastrop Village	539,569	4,940	92.28%	497,915	
Major Collection Lines	XS Ranch 8-inch sewer force mains to be installed as part of the WTP - 22,000LF (t)	2,200,000	600	92.28%	2,030,162	
	Wastewater Impact Fee Update	9,250		100.00%	9,250	
	Total	\$ 94,453,319	21,369,368		\$ 30,082,740	

WASTEWATER FACILITY PAYMENT CONTRIBUTION AGREEMENT
BETWEEN
CITY OF BASTROP
AND
CORIX UTILITIES (TEXAS) INC.

This WASTEWATER FACILITY PAYMENT CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into by and between CITY OF BASTROP, a Texas home rule municipality ("City") and CORIX UTILITIES (TEXAS) INC., a Delaware corporation ("Corix"). In this Agreement, Bastrop and Corix are individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

1. Simultaneously herewith, Corix and the City have entered into that a "Wholesale Wastewater Services Agreement" setting forth the terms and conditions pursuant to which the City has agreed to provide wholesale wastewater services to Corix, so that Corix may provide retail wastewater services to certain lands located within its certificated service territory as it exists at the time of execution of this Agreement
4. The Wholesale Wastewater Services Agreement obligates Corix to construct wastewater line improvements (the "Wastewater Line Improvements") necessary to collect wastewater from Corix's customers and to deliver such wastewater to the City's municipal wastewater system for treatment and disposal.
5. The costs of the Wastewater Line Improvements are estimated to exceed \$14,000,000.
6. Corix is negotiating an agreement with SpaceX Investments LLC ("SpaceX") pursuant to which Corix will provide retail wastewater service to real property owned by SpaceX utilizing the Wastewater Line Improvements (the "SpaceX Service Agreement"). Under said agreement, SpaceX is required to provide payment to Corix in an amount equal to \$3,500,000 (the "SpaceX Contribution") to contribute to the costs of the Wastewater Line Improvements.
7. In order for the Wastewater Line Improvements to be economically feasible, Corix requires additional funding.
8. This Agreement is intended to set forth the terms and conditions pursuant to which the City shall provide payment to Corix in an amount equal to \$5,000,000 to contribute to the costs of the Wastewater Line Improvements (the "City Contribution"), and Corix shall reimburse said contribution.
9. Nothing in this Agreement shall alter or amend Corix's obligation to pay wastewater impact fees to the City in accordance with the terms and conditions of the Wholesale Wastewater Services Agreement, and Corix's obligation to reimburse the City Contribution under this Agreement is separate from, and in addition to, the impact fee payment obligation.
10. Corix shall be responsible for payment of all costs of the Wastewater Line Improvements in excess of the SpaceX Contribution and the City Contribution.
11. City and Corix now desire to execute this Agreement to evidence the agreement of the City to provide payment of the City Contribution to Corix, and the agreement of Corix to reimburse the City Contribution.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Corix agree as follows.

ARTICLE I PAYMENT AND REIMBURSEMENT TERMS

Section 1.01 Initial Payment. Upon execution of the SpaceX Service Agreement by both parties thereto, Corix shall provide written notice thereof to the City (the "Initial Payment Notice"). Within thirty (30) days after receipt of the Initial Payment Notice, the City shall provide payment to Corix in the amount of \$2,500,000 (the "Initial Payment Contribution") by wire transfer or other immediately available funds. Corix agrees to deposit the Initial Payment Contribution into a separate bank account and further agrees that such funds may only be utilized for funding costs of design and construction of the Wastewater Line Improvements (including easement acquisition and permitting costs).

Section 1.02 Final Payment. Upon final completion of the Wastewater Line Improvements and approval thereof by the City, Corix shall provide written notice thereof to the City (the "Final Payment Notice"). Within thirty (30) days after receipt of the Final Payment Notice, the City shall provide payment to Corix in the amount of \$2,500,000 (the "Final Payment Contribution") by wire transfer or other immediately available funds.

Section 1.03 Credit for Payments by Bastrop Economic Development Corporation. The Parties acknowledge prior discussions with the Bastrop Economic Development Corporation (the "Bastrop EDC") pursuant to which the Bastrop EDC may provide payment to Corix in an amount up to \$2,500,000 for costs of the Wastewater Line Improvements. In the event Corix receives any payment contribution from the Bastrop EDC for costs of the Wastewater Line Improvements (the "Bastrop EDC Contribution"), Corix shall provide prompt written notice thereof to the City. Further, the amount of the City Contribution shall be reduced by an amount equal to the Bastrop EDC Contribution. By way of example, if Corix receives payment from the Bastrop EDC in the amount of \$2,500,000 as a contribution for the costs of the Wastewater Line Improvements, then Bastrop shall receive a credit in an equal amount. Any credit for the Bastrop EDC Contribution shall be applied to the next payment obligation of the City hereunder.

Section 1.04 Reimbursement of City Contribution.

(a) Upon completion of the construction and commencement of operation of the Wastewater Line Improvements, Corix shall remit to the City a sum equal to \$500 per new retail service connection per Connection Equivalent (the "Connection Fee Payment") that receives retail sewer service from the Wastewater Line Extension (a "Retail Service Connection"). For the purposes of this Agreement, the Connection Equivalent shall be equal to the number of living unit equivalents ("LUEs") at a Retail Service Connection with each LUE being equal to the equivalent of a single family residential connection at 250 gallons per day. For residential service connections, the number of LUEs shall be determined according to the water meter size equivalents promulgated by the American Water Works Association (AWWA), with a standard 5/8-inch x 3/4-inch meter being equal to one (1) LUE. For nonresidential connections, including customers such as SpaceX whose wastewater flows may increase over time and may not correspond to water usage, the number of LUEs shall be determined based on average daily wastewater flows over the final three month billing period during a calendar year. For such connections, Corix shall be required to pay an additional Connection Fee Payment each time the average daily flow increases by 250 gallons per day.

(b) Not later than each January 31st of each year after completion of construction and commencement of operation of the Wastewater Line Improvements, Corix shall pay to the City a sum (the "Annual Connection Fee Payment") equal to the product of multiplying (x) the number of cumulative new service Connection Equivalents for each Retail Service Connection that connects to Corix's wastewater system during the prior calendar year (excluding temporary construction connections), times (y) the Connection Fee Payment. For purposes of illustration, if 50 Retail Service Connections (each of which are

one (1) LUE) connect to the Corix wastewater system during a calendar year, then Corix would pay the City the sum of \$25,000 for that annual period on or prior to the subsequent January 31st. By way of further example, if a large user non-residential service connection had an average daily wastewater flow of 10,000 gallons over the final three month billing period in a calendar year, then Corix will be required to pay \$20,000 to the City for that service connection not later than January 31st of the subsequent calendar year. Similarly, if that same service connection had an average daily wastewater flow of 15,000 gallons over the final three month billing period of a subsequent year, then Corix will be required to provide payment of an additional payment equal to \$10,000 to the City (representing \$500 for each of the additional 20 LUEs of wastewater flow) by the subsequent January 31st.

(c) Corix will continue to tender the Annual Connection Fee Payments to City in accordance with this methodology until such time as the City Contribution in cumulative Connection Fee Payments has been paid by Corix to the City or expiration of the repayment obligation, as provided below.

(d) The Parties mutually agree that the Connection Fee Payments shall be paid only for new Retail Service Connections made by Corix. In the event a customer terminates service at an existing service connection and service is re-established to a new customer at the same service location, such new service shall not qualify as a new Retail Service Connection for purposes of Corix's payment obligation.

(e) Notwithstanding any provision herein to the contrary, Corix's obligation to pay the Connection Fee Payment shall expire for all purposes ten (10) years after final completion of construction of the Wastewater Line Improvements and commencement of operation thereof. After the expiration of the ten year period, City shall not be entitled to any additional Connection Fee Payments from Corix regardless of the total amount of Connection Fee Payments tendered by Corix to City prior to said date. Corix's obligation to provide payment to City for any new Retail Service Connections prior to expiration of this period shall survive expiration.

(f) In the event the Bastrop EDC tenders payment of the Bastrop EDC Contribution to Corix, said contribution shall not alter Corix's obligation to provide payment to the City hereunder, or reduce the amount of payment to be made to the City. In such an event, it shall be the City's sole responsibility to tender any portion of the Connection Fee Payments to the Bastrop EDC, as may be agreed upon by the City and the Bastrop EDC.

(g) Corix may, but is not required to, collect the Connection Fee Payment from each new retail customer that receives retail wastewater service from Corix from the Wastewater Line Improvements. If Corix does not collect the Connection Fee Payment from any individual new retail customer that receives retail wastewater service from Corix from the Wastewater Line Improvements, Corix shall remain responsible for payment of the Connection Fee Payment to the City for the retail service connection, except as provided below with respect to SpaceX.

(h) Notwithstanding any provision herein to the contrary, the City agrees that in recognition of the SpaceX Contribution under the SpaceX Service Agreement, no Connection Fee Payment shall be made to the City for wastewater service furnished to SpaceX (or its assigns) under the SpaceX Service Agreement in a quantity up to 142,500 gallons per day, as measured on an average daily flow basis over the final 3 months of a calendar year. At such time as the average daily wastewater flow of SpaceX (and its assigns) exceeds 142,500 gallons over the final three month billing period, Corix shall then remit the Connection Fee Payment to the City for each additional LUE, as measured over the final three month billing period in a calendar year, in accordance with the terms and conditions of this Agreement.

ARTICLE II

TERM, TERMINATION, DEFAULT, REMEDIES

Section 2.01 Term and Termination. This Agreement shall become effective upon the Effective Date and shall remain in effect until the Wastewater Line Improvements have been finally completed and the City Contribution paid in full.

Section 2.02 Default.

(a) In the event Corix shall default in the payment of any amounts due to City under this Agreement, or in the performance of any material obligation to be performed by Corix under this Agreement, then City shall give Corix at least 30 days' written notice of such default and the opportunity to cure same. In the event such default remains uncured, the City shall have the right to pursue any remedy available at law or in equity.

(b) In the event City shall default in the performance of any material obligation to be performed by City under this Agreement, then Corix shall give City at least 30 days' written notice of such default and the opportunity to cure same. In the event such default remains uncured, Corix shall have the right to pursue any remedy available at law or in equity, pending cure of such default by City.

Section 2.03 Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that City's undertaking to provide and maintain the services of the City System is an obligation, to the extent that City's failure in the performance of which cannot be adequately compensated in money damages alone, City agrees, in the event of any default on its part, that Corix shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of Corix's obligations could not be adequately compensated in money damages alone, Corix agrees in the event of any default on its part that City shall have available to it the equitable remedies of specific performance in addition to any other legal or equitable remedies that may also be available to City. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. Notwithstanding any provision herein to the contrary, neither Party shall be responsible for consequential damages in the of a breach.

ARTICLE III
GENERAL PROVISIONS

Section 3.01 Assignability. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party; provided however that the City hereby consents to the assignment of this Agreement to any affiliate of Corix, to and successor entity created by merger or consolidation with Corix, or to any entity that acquires all or substantially all of the assets of Corix. Other than assignment by Corix to an affiliate, or successor entity created by merger or consolidation, any assignment of this Agreement by Corix requires prior consent of the City evidenced by adoption of a resolution, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 3.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of Corix and City and executed by duly authorized representatives of each.

Section 3.03 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 3.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Wastewater Service by City to Corix for the Wholesale Service Area.

Section 3.05 Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 3.06 Venue. All obligations of the Parties created in this Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 3.07 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 3.08 Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

Section 3.09 Notices. Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other Party shown below:

Corix:

Corix Utilities (Texas) Inc.
1812 Centre Creek Dr., Suite 100
Austin, TX 78754
Attn: Darrin Barker

City:

City of Bastrop, TX
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 3.10 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 3.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 3.12 Records. City and Corix each agree to preserve, for a period of at least three years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. City and Corix shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 3.13 Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall

be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 3.14 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 3.15 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 3.16 Governmental Contract Certifications.

- a. **Boycott Israel Certification.** For purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Corix, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Corix, boycotts Israel. Corix agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Corix, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Corix will boycott Israel during the term of the Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this clause has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code.
- b. **Terrorist Organization Certification.** For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Corix, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Corix, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- c. **Firearms Certification.** Corix hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's

status as a firearm entity or firearm trade association.

- d. **Disclosure of Interested Parties.** Corix acknowledges that Texas Government Code Section 2252.908 (“Section 2252.908”) requires business entities entering into a contract with a local government entity such as the Owner to complete a FORM 1295 promulgated by the TEC (which is available on the TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Corix confirms that it has reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the Owner with a completed FORM 1295 and certification of filing generated by the TEC’s electronic filing application, as required by Section 2252.908.
- e. **Conflict of Interest Certification.** Corix acknowledges that Texas Local Government Code Chapter 176 requires a vendor that seeks to or enters into a contract with a local governmental entity to file a conflicts of interest questionnaire if the vendor: (i) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer; (ii) has given a local government officer, or a family member of the officer, one or more gifts that exceed certain values; (iii) has a family relationship with a local government officer. Similarly, the Texas Penal Code prohibits the acceptance any benefit as consideration for a decision, opinion, recommendation, vote, or other exercise of discretion by a public servant. By execution of this Agreement, Corix certifies as follows: (i) Corix has fully complied with the applicable requirements of Chapter 176 of the Texas Local Government Code; (ii) Corix has not provided any gift, payment or other benefit to any director or employee of the Owner; and (iii) Corix has no other conflict of interest with the Owner, or any director or employee of the Owner.

Section 3.17 Terrorist Organization Certification. Corix represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Corix, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Corix, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 806.051 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used in this clause (B) has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Section 3.18 Disclosure of Interested Parties. Corix acknowledges that Government Code Section 2252.908 (“Section 2252.908”) requires business entities entering into a contract with a local government entity such as the District to complete a FORM 1295 promulgated by the Texas Ethics Commission (TEC) (which is available on the TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Corix confirms that it has reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the District with a completed FORM 1295 and certification of filing generated by the TEC’s electronic filing application, as required by Section 2252.908.

Section 3.19 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

CORIX UTILITIES (TEXAS) INC., a Delaware corporation

By: R. Darrin Barker

Name: R. Darrin Barker

Title: President

Date: February 23, 2024

CITY OF BASTROP:

By: *Sylvia Carrillo*

Name: Sylvia Carrillo

Title: City Manager

Date: 2/23/24

Attest: *Michelle Diane Limas*
City Secretary



[Handwritten signature]



**WHOLESALE WASTEWATER SERVICES AGREEMENT
BETWEEN
CITY OF BASTROP
AND
CORIX UTILITIES (TEXAS) INC.**

This WHOLESALE WASTEWATER SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between CITY OF BASTROP, a Texas home rule municipality (“City”) and CORIX UTILITIES (TEXAS) INC., a Delaware corporation (“Corix”). In this Agreement, Bastrop and Corix are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

1. City is the owner and operator of municipal water and wastewater systems that it operates to provide retail and wholesale water and wastewater services.
2. Corix is the owner and operator of multiple water and wastewater systems that it operates to provide retail water and wastewater services to its customers.
3. Corix desires to obtain wholesale wastewater treatment and disposal services from the City so that Corix may provide retail wastewater services to certain lands located within its certificated service territory (the “Wholesale Service Area,” as hereinafter defined), and City desires to provide such services to Corix.
4. Corix will be responsible for construction of the wastewater line improvements necessary to collect wastewater from Corix’s customers within the Wholesale Service Area, as defined herein, and to deliver such wastewater to the Point of Entry, as defined herein.
5. Subject to Corix’s compliance with the provisions of this Agreement, City represents that the City System (as hereinafter defined) will be capable of providing Wholesale Wastewater Services (as hereinafter defined) to Corix, and City agrees to expand and improve the City System as necessary in order to provide adequate Wholesale Wastewater Services to Corix under this Agreement and to the other customers of the City System under other agreements, with all costs of the City System, as more fully defined herein, to be recovered in a fair and equitable manner through the rates and charges of City.
6. City and Corix now desire to execute this Agreement to evidence the agreement of City to provide Wholesale Wastewater Services, as more fully defined herein, to Corix under the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Corix agree as follows.

**ARTICLE I
DEFINITIONS**

Section 1.01 Definition of Terms. In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below:

“Agreement” means this Wholesale Wastewater Services Agreement.

“City” means the City of Bastrop.

“City Connection Facilities” means the Metering Facility and/or that portion of the Interceptor located on the City’s side of the Point of Entry.

“City Service Ordinances” means the City ordinances and rules governing wholesale wastewater service, as amended by the City Council from time to time, and applicable to Corix under the express provisions of this Agreement.

“City System” means all of the Wastewater equipment and facilities of City that are used for the collection, transportation, treatment, or disposal of Wastewater received from Corix System and any expansions thereof required to make service available at the levels established in this Agreement. The City System shall include the Connection Facilities upon completion of construction and conveyance to the City but shall not include any of the internal wastewater collection and pumping facilities, and associated connection facilities that are owned by Corix in its retail wastewater service areas.

“Connection Facilities” means the wastewater facilities to be constructed by or on behalf of Corix and conveyed to City in accordance with the terms of this Agreement. The Connection Facilities generally consist of the Interceptor and Metering Facility, together with all related facilities, equipment and appurtenances.

“Connection Facilities’ Costs” means the costs incurred by or on behalf of Corix relating to the design, permitting and construction of the Connection Facilities including acquisition of easements for the Connection Facilities, as more particularly described in Section 4.05.

“Conveyance Date” means the date on which the City Connection Facilities are conveyed by Corix to City in accordance with Section 3.11 below.

“Costs of the System” means all of City’s costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining, and operating the City System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the City System in accordance with policies of the City Council. Notwithstanding the foregoing, because City is providing Wholesale Wastewater Services to Corix and retail wastewater service to other customers from City’s System, the term “Costs of the System” shall not include retail billing and customer service costs or any costs properly attributed to the provision of retail wastewater service for facilities not used by and useful by to City for the provision of wastewater service to the Wholesale Service Area from the City System, such as costs of retail collection lines, and individual retail customer service lines.

“Corix” means Corix Utilities (Texas) Inc. and its successors and permitted assigns.

“Corix System” means the facilities of Corix to be constructed for collection and transportation of Wastewater from Corix’s retail customers to the Point of Entry into the City System. Corix System shall be owned, operated, and maintained by Corix and shall not include any portion of the Connection Facilities.

“Effective Date” means the date this Agreement has been executed by both Corix and City.

“Emergency” means: a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or, a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of City. The term includes Force Majeure and acts of third

parties that cause the City System to be unable to provide the Wholesale Wastewater Services agreed to be provided herein.

“Environmental Protection Agency” or “EPA” means the United States Environmental Protection Agency.

“Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than City or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

“Infiltration” means water that enters Corix System through defects such as cracks or breaks in the piping, manholes or other appurtenances.

“Inflow” means water that enters Corix System through direct sources such as drain spouts, manholes, clean-outs, or other appurtenances.

“Interceptor” means the wastewater line and related appurtenances that will be constructed by Corix as a condition of Wholesale Wastewater Services. That portion of the Interceptor located on the City’s side of the Point of Entry shall be conveyed to the City and shall be owned by the City as part of the City System. That portion of the Interceptor located on Corix’s side of the Point of Entry shall be retained by Corix as part of the Corix System.

“LUE” or “Living Unit Equivalent” means an amount of Wholesale Wastewater Service sufficient for one single family residential connection or its equivalent. The number of LUEs for each retail connection in the Wholesale Service Area shall be calculated based on American Water Works Association (“AWWA”) water meter size equivalents in accordance with City Rules and Policies.

“Metering Facility” means the Wastewater flow meter, meter vault and all metering and telemetering equipment required to measure Wholesale Wastewater Service provided by City pursuant to this Agreement to be located at the Point of Entry.

“Minimum Monthly Charge” means the monthly charge by the City to Corix for the provision of Wholesale Wastewater Service by the City to the Wholesale Service Area as described in Sections 4.01 and 4.03 below.

“Peak Hour Flow Rate” means the highest metered and/or calculated flow rate delivered cumulatively from the Wholesale Service Area to the City System under any operational condition, including Inflow and Infiltration.

“Permit” means TPDES Permit No. WQ0011076002 issued by TCEQ and any future permit issued by TCEQ to City authorizing the treatment and disposal of treated wastewater effluent generated at the Plant.

“Plant” means the wastewater treatment plant or plants that is or are a part of the City System and as described in the Permit.

“Point of Entry” means the location at which all Wastewater will pass from Corix System into City’s System, which shall be the location generally identified in Exhibit “B.”

“Prohibited Wastes” means those substances and waste prohibited from being discharged into the City System as described in the City Service Ordinances and/or in the Permit.

“TCEQ” means the Texas Commission on Environmental Quality, or its successor agency.

“Volume Charges” means the monthly charge assessed by the City to Corix for the provision of Wholesale Wastewater Service to the Wholesale Service Area determined by the volume of wastewater delivered as measured by the Metering Facility and as described in Sections 4.01 and 4.03 herein.

“Waste or Wastewater” means liquid or water-borne pollutants, contaminants, solid and hazardous waste, hazardous substances, including, without limitation, sewage, domestic and industrial waste,, whether separate or commingled.

“Wastewater Impact Fee” means a charge imposed per wastewater LUE in the Wholesale Service Area pursuant to Chapter 395 of the Local Government Code for funding the City’s costs of wastewater capital improvements or facility expansions necessary to serve the Wholesale Service Area. The Wastewater Impact Fee shall include only those capital improvements that are used or useful for the provision of Wholesale Wastewater Services to Corix under this Agreement in accordance with the methodology set forth in Exhibit “C.” The Wastewater Impact Fee may be updated from time to time by the City based on capital improvement costs incurred by the City for capital improvements that are used and useful for the provision of Wholesale Wastewater Service to Corix.

“Wastewater Impact Fee Credit” means the credit against Wastewater Impact Fees granted by City to Corix under this Agreement for the Connection Facilities Costs, as more particularly described in Section 4.05.

“Wholesale Service Area” means the territory more particularly described or depicted in Exhibit “A” attached hereto.

“Wholesale Service Commitment” means the agreed upon minimum of 1 million gallons per day of Wholesale Wastewater Service to be made available by City to Corix under this Agreement for the Wholesale Service Area.

“Wholesale Wastewater Service” means the reception, transportation, treatment, and disposal of Wastewater to be provided by City to Corix under this Agreement and in accordance with applicable provisions of the City Service Ordinances.

Section 1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II

PROVISION OF WHOLESALE WASTEWATER SERVICE

Section 2.01 Wholesale Wastewater Service; Levels.

(a) Subject to the terms and conditions of this Agreement and the requirements of applicable law, City agrees to provide Wholesale Wastewater Service to Corix for the Wholesale Service Area in a quantity not to exceed the Wholesale Service Commitment. City agrees to expand and improve the City System as necessary in order to provide adequate Wholesale Wastewater Service to Corix to meet retail service demands within the Wholesale Service Area in a quantity equal to the Wholesale Service Commitment.

(b) Corix may amend the quantity of Wholesale Wastewater Service from time to time by no less than twelve (12) months’ prior written notice to City. In the event of a reduction of the Wholesale Service Commitment, City shall revise the Minimum Monthly Charge and Volume Charge effective the first month after the expiration of 12 months, at which time the Wholesale Service Commitment shall be reduced according to Corix’s notice. In the event of a requested increase in the Service Commitment, the Parties shall negotiate in good faith the terms for additional Wholesale Wastewater Service, but City shall be under no obligation to furnish the additional Wholesale Wastewater Service except as it otherwise agrees in its sole

discretion. City may obligate Corix to fund the costs of expansion of the City System as a condition of additional Wholesale Wastewater Service.

(c) In the event the provision of Wholesale Wastewater Service in a quantity equal to the Wholesale Service Commitment requires City to expand its Plant, City agrees to commence construction of the expansion when the average daily or annual average flow of wastewater into the wastewater treatment plant reaches 90% of the permitted average daily flow for three consecutive months (in accordance with current TCEQ rules at 30 Tex. Admin. Code Sec. 305.126) or as otherwise necessary to make service available as development progresses within the Wholesale Service Area in a quantity not to exceed the Wholesale Service Commitment.

(d) The Wholesale Service Commitment shall be subject to the following additional limitations:

1. The Peak Hour Flow Rate shall not exceed 695 gallons per minute during dry conditions and 1,388 gallons per minute during wet weather conditions.
2. The quality of Wastewater delivered to the City System shall comply with applicable

provisions of the City Service Ordinances. Wastewater delivered to the City System shall not include Prohibited Wastes.

(e) The Parties agree that any increase in the agreed Peak Hour Flow Rate of Wholesale Wastewater Service that City provides to Corix under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties. The Parties agree that the foregoing Peak Hour Flow Rate of Wholesale Wastewater Service shall apply only to Wastewater generated within the Wholesale Service Area. Under no circumstances shall Wastewater generated from other City customers that tie into the Connection Facilities be included in the calculation of the Peak Hour Flow Rate and the daily permitted biochemical oxygen demand (“BOD”) of Wholesale Wastewater Service provided to the Wholesale Service Area.

(f) Discharges by Corix into the City System shall consist only of Wastewater that the City System is capable of handling:

- 1) so that the effluent and sludge from the City System meets the current legal regulatory standards of the EPA, the TCEQ, or any governmental body having legal authority to set standards for such effluent and sludge, as amended from time to time; and
- 2) that meets any applicable requirements of the EPA Pretreatment Regulations, 40 CFR Part 403.

(g) Corix agrees that it shall adopt and enforce any pretreatment requirements for its retail customers as may be necessary to ensure the quality of Wastewater Corix delivers to the City pursuant to this Agreement meets the requirements of this Section.

Section 2.02 Conditions Precedent for Wholesale Wastewater Service. The provision of Wholesale Wastewater Service to Corix is subject to the prior completion of construction by or on behalf of Corix, and acceptance by City, of the Connection Facilities.

Section 2.03 Sole Provider.

(a) For so long as the City meets its obligations under this Agreement, City will be the sole source of Wholesale Wastewater Service to Corix for the Wholesale Service Area unless City consents in writing to Corix’s conversion to another wholesale provider. Under the terms and conditions set forth herein, City shall be entitled to provide Wholesale Wastewater Service to Corix for the Wholesale Service Area from any source of treatment capacity available to City.

(b) Notwithstanding the foregoing, the Parties recognize that the provision of retail wastewater service to new connections within the Wholesale Service Area may not be economically viable in all cases due to the costs of extension of improvements required to connect the property to the Interceptor. The City agrees that interim service may be furnished by Corix to individual properties when it is economically infeasible to provide service to an applicant by connection of the applicant's property to the Interceptor but the Parties shall cooperate in good faith to cause connection of such areas to the Interceptor when economically viable.

Section 2.04 Wholesale Service Commitment Not Transferable. City's commitment to provide Wholesale Wastewater Service is solely to Corix (and its successors and permitted assigns) and solely for the Wholesale Service Area. Corix may not assign or transfer in whole or in part its right to receive Wholesale Wastewater Service without City's prior written approval.

Section 2.05 Corix Responsible for Retail Connections. Corix will be solely responsible for providing retail wastewater service within the Wholesale Service Area. Corix shall not provide wastewater services received under this Agreement to any entity, private or public, other than Corix's retail customers located within the Wholesale Service Area. Corix will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement, for the applicable provisions of the City Service Ordinances, of State and federal laws and regulations, and for the proper and lawful application of Corix's policies and regulations governing connection to the Corix System.

Section 2.06 Curtailment of Service. The Parties agree that, if Wastewater Service is curtailed by City when necessary for good cause to other similarly-situated customers of the City System, City may impose a like curtailment, with notice to Corix, on Wholesale Wastewater Service delivered to Corix under this Agreement. City will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit City from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an Emergency circumstance.

Section 2.07 Cooperation During Maintenance or Emergency. Corix will reasonably cooperate with City during periods of Emergency or required maintenance. If necessary, upon prior notice, Corix will operate and maintain Corix System at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 2.08 Corix Prevention of Infiltration and Inflow. It will be Corix's responsibility to undertake such measures as are reasonably necessary or prudent to minimize Infiltration and Inflow to the Corix System. Without limitation, Corix will prohibit the discharge of drainage water and stormwater run-off into the Corix System.

Section 2.09 Construction and Testing Criteria for Corix Sewer Connections.

(a) All tests required by the design criteria and specifications of the State of Texas will be at Corix's or its customer's expense.

(b) Corix agrees that the physical connection of each service line to the local Wastewater facility will be the responsibility of Corix, will be inspected, and will not be left to the discretion of the plumber or contractor. Corix may inspect the connections with its own personnel or may retain a third party inspector for such purposes. All inspection results shall be furnished to City upon request.

(c) Corix agrees that it will maintain strict supervision and maintenance of its local Wastewater facilities to prohibit unpermitted connections such as roof drains or any other means by which surface drainage, *i.e.* stormwater run-off, can enter local Wastewater facilities and then discharge to the City System.

(d) Connections made to the Corix System after the date of execution of this Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas.

Section 2.10 Liability of Corix. As between the Parties, liability for damages to third persons arising from the reception, transportation, delivery, treatment and disposal of all Wastewater will remain with Corix to Point of Entry. As between the Parties, liability for damages to third persons will pass to City at the Point of Entry to City's System.

Section 2.11 Liability of City. Subject to the foregoing, City will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of such Wastewater received by it at Point of Entry in accordance with the Agreement. However, the Parties agree that they will not construe this Agreement to cause City to have liability for damages to the City System or to third persons arising from the delivery by Corix of Prohibited Wastes. Similarly, this Agreement shall not be construed as a waiver of any governmental immunity that the City or Corix may enjoy with respect to any claims brought by third party persons or entities.

Section 2.12 City Treatment and Use of Wastewater. City may treat the Wastewater delivered by Corix pursuant to this Agreement and dispose of the effluent generated thereby in such manner as may be provided in the Permit or other applicable TCEQ authorization in its sole discretion.

Section 2.13 Right of Entry. Corix agrees to provide City the right of entry and access to the Corix System at all reasonable times upon prior notice in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Wastewater Service.

Section 2.14 Confirmation of Service Availability. When requested by Corix, the City shall issue letters of service availability or other evidence of service commitment consistent with Corix's obligations under this Agreement, to a developer in the Wholesale Service Area, such developer's lenders, prospective purchasers, the applicable governing municipal jurisdiction, or any other governmental entity having jurisdiction over development in the Wholesale Service Area. The City Manager and Public Works Director of the City are each authorized to issue such letters of service availability, and shall do so within ten (10) days of receipt of a written request by Corix.

ARTICLE III **DESIGN AND CONSTRUCTION OF CONNECTION FACILITIES**

Section 3.01 General. Corix shall construct and install, or cause the construction and installation of, the Connection Facilities at its sole cost and expense in accordance with the terms and conditions of this Agreement. The Parties contemplate installation of the Connection Facilities generally at the location depicted in **Exhibit "B."** Notwithstanding the foregoing, in the event that Corix is unable to secure any of the Required Easements after utilizing good faith efforts, including eminent domain proceedings, then the Connection Facilities may be relocated into public rights-of-way at locations approved by the City.

Section 3.02 Design and Engineering of Connection Facilities.

(a) The Connection Facilities must be designed by a Texas Licensed Professional Engineer in accordance with the requirements of the Texas Commission on Environmental Quality.

(b) Corix shall submit to the City for review and approval prior to the commencement of construction of the Connection Facilities: (i) preliminary engineering report including facility layout and budgets itemized by facility ownership; (ii) final engineering report including plans, specifications, contract

documents and detailed itemized budgets by facility ownership; and (iii) documentation that all required easements, rights of way, and local, state and federal permits (if applicable) for the Connection Facilities construction have been secured.

(c) Corix shall submit all final plans and specifications for construction of the Connection Facilities to City for review and approval prior to commencement of construction of the Connection Facilities. City approval shall not be unreasonably withheld, delayed or denied provided the plans and specifications comply with all applicable requirements of TCEQ. The City agrees to review all plans and specifications and either approve the plans and specifications, or provide written comments specifically identifying the required changes, within twenty one (21) days after the submittal.

Section 3.03 Corix Payment for Construction and Installation of the Connection Facilities.

(a) Corix agrees to pay for, or cause to be paid, the costs of design and construction of the Connection Facilities. In addition, Corix agrees to pay for, or cause to be paid, the costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, and sites required as part of the Connection Facilities as those costs become due.

(b) City will not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with by Corix in connection with the construction of the Connection Facilities.

Section 3.04 Easement Acquisition.

(a) At Corix's sole discretion, the Connection Facilities may be located in private easements dedicated to Corix, or may be located within public rights-of-way.

(b) Notwithstanding the foregoing, the City shall determine whether the City Connection Facilities shall be located in easements or public rights -of-way. In the event the City elects for such facilities to be located in easements, the City shall be solely responsible for securing the easements at its sole cost and expense.

Section 3.05 Construction of Facilities.

(a) Corix agrees to provide not less than ten (10) days' prior written notice to City of the date on which construction is scheduled to begin on the Connection Facilities.

(b) Corix agrees to use its reasonable and good faith efforts to ensure that the Connection Facilities shall be constructed in a good and workmanlike manner and that all material used in such construction shall be free from defects and fit for its intended purpose.

(c) Corix shall construct the Connection Facilities in compliance with any and all applicable local, state, and federal regulations.

(d) Any variance to the requirements within this Agreement must be submitted in writing to City and is subject to City's sole discretion and approval. If the City or its designees determine that Connection Facilities as constructed by Corix are not in compliance with any specifications as approved by City, then City may pursue any remedy provided in this Agreement.

Section 3.06 Inspection of Facilities.

(a) City will have the right to inspect the construction of the City Connection Facilities at the City's sole cost and expense. Corix will, at its sole cost, provide City with documentation of third party inspections, testing and reports relating to the construction of the Connection Facilities.

(b) Upon completion of the Connection Facilities, Corix shall provide City with a certificate of completion from the project engineers certifying that the Connection Facilities have been completed substantially in accordance with the approved specifications or otherwise approved by City in response to Corix's variance request. Corix will respond to and repair any outstanding items identified in writing by City. The City shall provide written confirmation of satisfactory completion of the Connection Facilities. City's letter to Corix confirming that all outstanding project items have been completed shall be the "Completion Date."

Section 3.07 Corix Warranties, and Bonds

(a) Duty to Repair and Warranty. Except as otherwise specified, Corix agrees to repair all defects in materials, equipment or workmanship appearing within two (2) years from the Completion Date to comply with the approved specifications for the City Connection Facilities. Upon receipt of written notice from City of the discovery of any defects, Corix shall promptly and at its own cost remedy the defects and replace any property damaged therefrom, or may cause the contractor to do so. In case of Emergency where delay would cause serious risk of loss or damage to City or its customers, or if Corix, after notice, fails to proceed promptly toward such remedy within 30 days or within another period of time which has been agreed to in writing, City may have defects in the Connection Facilities corrected in compliance with the terms of this warranty and guarantee, and Corix shall be liable for all expenses incurred by City in so doing.

(b) Assignment of Warranty Obligations. In addition to Corix's duty to repair, as set forth above, Corix expressly assumes all warranty obligations under the approved plans and specifications for specific components, materials, equipment or workmanship of the Connection Facilities. Corix may satisfy its duty to repair and warranty by obtaining and assigning to City, by written instrument in a form approved by counsel for the City, a complying warranty from a manufacturer, supplier, or contractor providing the warranty for one year from the Completion Date. Where an assigned warranty is tendered and accepted by City that does not fully comply with the requirements of the approved specifications, Corix agrees that it shall remain liable to City on all elements of the required warranty that are not provided by the assigned warranty.

(c) General Requirements for Performance and Payment Bonds.

1) The Cost of the Facilities (herein "Cost of the Facilities") shall be based on the construction contract(s) issued by (or on behalf of) Corix to its contractor for the Connection Facilities (in addition to permitting and easement acquisition costs funded by Corix).

2) When Performance Bonds and/or Payment Bonds are required, each shall be issued as security for the faithful performance and/or payment of all Corix's obligations under this Agreement. Performance Bonds and Payment Bonds shall be issued by a solvent U.S. corporate surety that is authorized to do business in the State of Texas, and shall meet any other requirements established by State of Texas or Federal law. The bonds shall be executed or countersigned by a Texas resident agent.

3) If the surety on any Bond furnished by Corix is declared bankrupt or becomes insolvent or its right to do business in the State of Texas is terminated or it ceases to meet the requirements of this Agreement, Corix shall within ten (10) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this Agreement.

(d) Maintenance Bond. Corix agrees to arrange for its general contractor to provide to City not later than the Completion Date a maintenance bond in a form approved by counsel for City, for an amount not less than 25% for the cost of the City Connection Facilities for the repair of all defects in materials, equipment or workmanship appearing in the Connection Facilities within two (2) years from the Completion Date.

Section 3.08 Insurance.

(a) The contract for construction of the Connection Facilities shall require the construction contractor ("Contractor") to provide and maintain the types and minimum coverages of insurance specified below from the time Corix issues a notice to proceed for construction of the Connection Facilities and extending until the Completion Date.

(b) The Contractor shall be required to present Corix with a current insurance certificate showing the required coverages before any workers or materials are brought to the construction site for the Connection Facilities. City, its employees, officers, and its professional consultants, legal representatives and agents will be named as an additional insured on such insurance certificate. The insurance coverages shall include, and the certificates shall reflect, carrier's written endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Corix.

(c) If the Contractor engages subcontractors for construction, the Contractor shall either provide coverage for subcontractors in the Contractor's insurance policies or require each subcontractor to secure insurance of the same types and with the same coverage limits as Contractor's.

(d) The Contractor's insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policies are issued. Such insurance shall include, at a minimum, coverage for the following types of claims that might arise out of the construction of the Facilities:

- 1) claims under workers' compensation, disability benefits, and other similar employee benefit laws;
- 2) claims for damages because of bodily injury, occupational sickness or disease, or death of any person;
- 3) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, wherever located, including loss of use resulting therefrom;
- 4) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and
- 5) the policies of insurance so required by this section to be purchased and maintained shall include at least the specific coverages for, and shall be written for not less than, the Cost of the Connection Facilities, or as required by law, whichever is greater.

Section 3.09 Conveyance of Facilities and Associated Property

(a) Upon the Completion Date, all facilities located on the City's side of the Point of Entry shall be deemed owned by the City. Notwithstanding the foregoing, Corix agrees to provide a bill of sale or other conveyance instrument reasonably satisfactory to the City to evidence such conveyance upon request of the City.

(b) Upon the Completion Date, Corix will be responsible for ownership, operation and maintenance of the Interceptor located on its side of the Point of Entry, and City shall be responsible for ownership, operation, and maintenance of the City Connection Facilities.

ARTICLE IV RATES AND CHARGES

(a) Wholesale Wastewater Rates, Fees and Charges. Corix will pay City for the Wholesale Wastewater Service provided under this Agreement based on rates, charges and fees for the Wholesale

Wastewater Service set by the City Council for its wholesale wastewater customers and amended from time to time. The rates, charges and fees for Wholesale Wastewater Service shall consist of the following:

- 1) Minimum Monthly Charge, which is equal to \$1.75 per wholesale service meter as of the Effective Date;
- 2) Volume Charges, which is equal to \$5.18 per 1,000 gallons as of the Effective Date; and
- 3) Wastewater Impact Fees, as adjusted by this Agreement.

(b) The Minimum Monthly and Volume Charges shall be calculated by City in accordance with standard ratemaking principles for wholesale service; shall be just, reasonable, and non-discriminatory; and shall be based on the Costs of the System at the time of adoption. Wastewater Impact Fees shall be calculated by City in accordance with the applicable provisions of Chapter 395, Texas Local Government Code, and modified in accordance with the methodology set forth in this Agreement.

(c) Corix's obligation to commence payment of the Minimum Monthly Charge, Volume Charges and Wastewater Impact Fees shall commence the first month subsequent to the Completion Date and delivery of Wastewater to the City System. The City shall have no obligation to provide Wholesale Wastewater Services prior to the Completion Date.

Section 4.02 Amendment of Wholesale Rates, Fees and Charges, Notices to and Review by Corix.

(a) City may amend the Minimum Monthly Charge, Volume Charges and Wastewater Impact Fees from time to time as approved by the City Council.

(b) City will provide Corix with at least ninety (90) days prior written notice of any increases to the Minimum Monthly and Volume Charges. Written notice shall include the proposed new rates, and a cost of service study. Notice of changes to the Wastewater Impact Fee is governed by the provisions of Section 4.04(a) below.

(c) Corix will have the right to inspect and copy, at its expense, City's books, and records to verify any statement, billing, charge, computation, or demand made to Corix by City. City agrees to make all such information available to Corix for inspection and copying with reasonable promptness during normal business hours.

Section 4.03 Volume and Minimum Monthly Charges.

(a) City will measure Wastewater flows monthly based on monthly readings of the Metering Facility. The total of these amounts multiplied by the Volume Charge will be used by City to compute the monthly bill for the Volume Charges as provided in Section 5.02 below.

(b) Upon the commencement of delivery of Wastewater to the City System, Corix will pay to the City the Minimum Monthly Charge.

Section 4.04 Wastewater Impact Fees.

(a) Except for those Wastewater Impact Fees that are credited in accordance with the terms of Section 4.05 below, Corix shall be obligated to pay City a Wastewater Impact Fee that is based upon City's most recently-approved fee for each new retail wastewater customer that connects to the Corix System and receives wastewater service provided under this Agreement. For the term of this Agreement, the Wastewater Impact Fee will be the amount established from time to time in the City Service Ordinances, provided that no increase in the Wastewater Impact Fee will become effective for Corix until the City has given at least ninety days prior written notice of the change to Corix, and any such increases shall be applied to connections

made in the Wholesale Service Area in accordance with Chapter 395, Texas Local Government Code, in order to allow Corix adequate time to make corresponding changes to its Tariff. The Wastewater Impact Fee paid for each new retail wastewater connection to the Corix System shall be due and payable to City within thirty (30) days after the end of each calendar quarterly period in which the new retail wastewater connection is made.

(b) Within thirty (30) days after the end of each calendar quarter after the Completion Date, Corix shall submit a monthly report to City, reflecting the new customer(s), service address(es), meter size(s) and number of LUE(s) for which payment of a Wastewater Impact Fee is being made and/or a credit being applied for the calendar quarter in question. The City reserves the right to audit all Corix submitted data and modify Corix's claimed LUE calculations in accordance with the City Service Ordinances. If no new connections have been made, the monthly report will still be required, but will reflect that there have been no changes from the prior reporting period. Unless changed by written notice in accordance with Section 9.09, the Wastewater Impact Fees and monthly reports required by Section 5.07 and this subsection will be submitted to the following address:

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager

(c) The Wastewater Impact Fee will be designed to fund or recover all or a part of the Costs of the City System for capital improvements or facility expansions used or useful to provide Wholesale Wastewater Services in accordance with the methodology set forth in Exhibit "C". Upon payment (or credit), Corix will have a guaranteed reservation of capacity in the City System for the number of LUEs for which a Wastewater Impact Fee has been paid or credited. The Wastewater Impact Fee will be reasonable and just and established in accordance with the provisions of this Agreement.

Section 4.05 Wastewater Impact Fee Credit. As consideration for the design, construction and conveyance of the Connection Facilities, City shall credit Corix with the payment of Wastewater Impact Fees (the "Wastewater Impact Fee Credit") in an amount equal to all costs and expenses incurred by or on behalf of Corix relating to the design, construction, inspection and permitting of the Connection Facilities and acquisition of easements related thereto, including all surveying, appraisal, legal, condemnation and other costs related thereto (collectively, the "Connection Facilities Costs"), including, without limitation, all costs of design, engineering, materials, labor, construction, inspection, and testing arising in connection with the Connection Facilities; all payments arising under any contracts entered into for the construction of the Connection Facilities; all costs incurred by or on behalf of Corix in connection with obtaining governmental approvals, certificates, or permits required for the Connection Facilities; all costs and expenses incurred by or on behalf of Corix in connection with obtaining the easements, rights-of-way, or sites required as a part of the construction of the Connection Facilities. At City's request, Corix shall agree to furnish documentation in reasonable detail evidencing and supporting the Connection Facilities Costs. Commencing on the Completion Date, Corix will be credited with the payment of Wastewater Impact Fees for each new retail wastewater connection to the Corix System, and each then existing wastewater connection to the Corix System that connects to the Connection Facilities, until the Wastewater Impact Fee Credit is exhausted.

Section 4.06 Corix Wastewater Rates and Charges. Corix will determine and charge its retail Wastewater customers such rates in accordance with its tariff. During the term of this Agreement, Corix will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to Corix, to produce the amount necessary to operate, repair, and maintain Corix System, and to pay the cost of Wholesale Wastewater Service from City. Corix will establish retail rates consistent with AWWA ratemaking principles. Corix will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 4.07 Corix Fees. The Parties acknowledge that Corix has the right to the extent allowed under applicable law to assess, charge, and collect contributions in aid of construction, or other service fees, rates, taxes, or other charges. This Agreement will not be construed to require, limit, or restrict the authority of

Corix to implement the same. Corix will be solely responsible for the assessment and collection of such fees and charges and for ensuring that all fees, rates, and charges Corix elects to charge are in compliance with applicable law.

Section 4.08 Verification of Corix Connections. For verification of the Wastewater Impact Fees paid to City and for any other purpose, Corix shall make available for inspection and copying during regular business hours, at City's expense, all records for retail connections to the Corix System. In addition, City shall have the right to inspect Corix System at any time, at City's sole expense, after giving Corix written notice of its intention to inspect and allowing the opportunity for Corix to be present, to verify the type and amount of retail connections made or the condition of Corix System and Corix will provide lawful access to City for this purpose.

ARTICLE V
WHOLESALE BILLING METHODOLOGY, REPORTS
AND OTHER RELATED MATTERS

Section 5.01 Monthly Statement. For each monthly billing period, City will forward to Corix a bill providing a statement of the total Minimum Monthly Charge and Volume Charges owed by Corix for Wholesale Wastewater Service provided to Corix during the previous monthly billing period. Corix will pay City for each bill submitted by City to Corix by check or bank-wire on or before thirty (30) days from the date of the invoice. Payments shall be mailed to the address indicated on the invoice, or can be hand-delivered to City Hall in Bastrop County, Texas, upon prior arrangement. If payments will be made by bankwire, Corix shall verify wiring instructions. Payment must be received at City Hall or bank by the due date in order not to be considered past due or late. In the event Corix or an assignee responsible for payment in accordance with this Agreement fails to make payment of a bill within said thirty (30) day period, Corix shall pay in addition City's then-current, Council-approved wholesale wastewater contract late payment charges on the unpaid balance of the invoice.

Section 5.02 Monthly Billing Calculations. City will compute the Minimum Monthly Charge and Volume Charges included in the monthly billing for Wholesale Wastewater Service on the basis of monthly readings of the Metering Facility. The total of these amounts multiplied by the wholesale Wastewater rate, set from time to time by the City Council, will be used to compute the monthly bill for the Volume Charge.

Section 5.03 Infiltration and Inflow; Winter Averaging. Corix acknowledges that water entering the City System from Corix System emanating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for Corix. Therefore, Corix agrees to pay, as part of the Minimum Monthly Charge and Volume Charge, for Infiltration and Inflow originating within the Wholesale Service Area without abatement in the same manner and cost as other Wastewater entering City's System from Corix's System.

Section 5.04 Effect of Nonpayment. With respect to monthly billings, if City has not received payment from Corix by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, City will notify Corix, or its assignee responsible for payment in accordance with this Agreement, of such delinquency in writing, if Corix or its assignee fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from City, then City may, at its discretion, terminate or reduce the level of Wholesale Wastewater Service to Corix until Corix or its assignee makes payment is made.

Section 5.05 Protests, Disputes or Appeals. Nothing in this Agreement is intended to limit, impair or prevent any right of Corix to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other related legal or administrative proceedings affecting services or charges to Corix under this Agreement.

Section 5.06 Metering Facility Accuracy; Calibration.

(a) The City shall own the Metering Facility, which Corix shall pay for, and it shall be calibrated each calendar year by the City at City's sole cost and expense (and such costs may be included in the Costs of the System). The City shall provide not less than 48 hours' prior written notice of each such calibration, and a representative of Corix may be present to observe each calibration.

(b) The Metering Facility may be calibrated at any reasonable time, and shall be tested at least annually, by either Party to this Agreement, provided that the party making the calibration notifies the other party in writing at least five days in advance and allows the other Party to witness the calibration. In the event any question arises at any time, but not more than a frequency of once per consecutive 12-month period without mutual consent of both Parties, as to the accuracy of the Metering Facility, then the Metering Facility shall be tested by City promptly upon demand of Corix. The expense of such test shall be borne by Corix if the Metering Facility is found to be within AWWA and manufacturer's standards of accuracy for the type and size of meter and by City if the Metering Facility is found not to be within AWWA and manufacturer's standards for the type and size of meter.

(c) If, as a result of any test, the Metering Facility is found to be registering inaccurately (in excess of or below AWWA and manufacturer's standards for the type and size of meter), the readings of the Metering Facility shall be corrected at the rate of its inaccuracy for any period which is definitively known or agreed upon and City shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

- 1) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
- 2) a period extending back one-half of the time elapsed since the last previous test;

and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

Section 5.07 Additional Required Notices. In addition to the monthly reports required by Section 4.04(b) above, Corix shall:

(a) Provide to City a copy of each final subdivision plat of property within the Wholesale Service Area.

(b) Provide to City by June 1 of every year during the term of this Agreement a report setting forth: (i) the total number of retail wastewater service connections within the Wholesale Service Area as of April 1 of the same year; and, (ii) the total number of new retail wastewater service connections to the Corix System during the prior annual period ending April 1 of the same year, which connections shall be set forth in LUES as determined by City's Service Ordinance.

ARTICLE VI **REGULATORY COMPLIANCE**

Section 6.01 Agreement Subject to Applicable Law. The Agreement will be subject to all valid rules, regulations, legal interpretations, policies and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 6.02 Cooperation to Assure Regulatory Compliance. Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, and any other applicable and/or relevant legal or regulatory requirements, each party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where

noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

Section 6.03 Sewer System Overflows. Each Party shall cooperate with the other and initiate immediate response measures to abate and remediate sewer system overflows in its System in compliance with its internal directives and policies and as directed by state, federal, or other officials, and immediately notify the other Party of the sewer system overflows affecting the Wholesale Service Area. Each Party is responsible for timely providing all required equipment and personnel to remediate the sewer system overflow, and for providing any required notice to the United States Environmental Protection Agency (EPA), the TCEQ, and affected members of the public regarding any threatened or actual overflows.

ARTICLE VII **TERM, TERMINATION, DEFAULT, REMEDIES**

Section 7.01 Term and Termination. This Agreement shall become effective upon the Effective Date and shall extend for a term of forty (40) years unless terminated earlier as provided herein. So long as Corix provides at least 12 months' written notice to the City, it may renew this Agreement for one additional term of forty (40) years.

Section 7.02 Default.

(a) In the event Corix shall default in the payment of any amounts due to City under this Agreement, or in the performance of any material obligation to be performed by Corix under this Agreement, then City shall give Corix at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, Corix shall have the right to pursue any remedy available at law or in equity.

(b) In the event City shall default in the performance of any material obligation to be performed by City under this Agreement, then Corix shall give City at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, Corix shall have the right to pursue any remedy available at law or in equity, pending cure of such default by City. In the event such default remains uncured for an additional 180 days, then Corix shall, in addition to and not in lieu of any other remedies available to Corix, have the right to notify City that Corix intends to take a more limited amount of Wholesale Wastewater Services from City (which shall be at least the amount City is then able to provide to Corix) and Corix may then obtain other wastewater services from another provider or may take appropriate action to supply itself with additional wastewater services upon giving City written notice of its intent to do so. City acknowledges that the replacement of the Wholesale Wastewater Services which City has agreed to provide under this Agreement would be difficult and expensive for Corix, and agrees to use diligent good faith efforts to perform its obligations under this Agreement.

Section 7.03 Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that City's undertaking to provide and maintain the services of the City System is an obligation, to the extent that City's failure in the performance of which cannot be adequately compensated in money damages alone, City agrees, in the event of any default on its part, that Corix shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of Corix's obligations could not be adequately compensated in money damages alone, Corix agrees in the event of any default on its part that City shall have available to it the equitable remedies of specific performance in addition to any other legal or equitable remedies that may also be available to City. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

Notwithstanding any provision herein to the contrary, neither Party shall be responsible for consequential damages in the of a breach.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01 Assignability. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned; provided however that City hereby consents to the assignment of this Agreement to any affiliate of Corix, to and successor entity created by merger or consolidation with Corix, or to any entity that acquires all or substantially all of the assets of Corix. Other than assignment by Corix to an affiliate, or successor entity created by merger or consolidation, any assignment of this Agreement by Corix requires prior consent of the City evidenced by adoption of a resolution, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 8.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of Corix and City and executed by duly authorized representatives of each.

Section 8.03 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 8.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Wastewater Service by City to Corix for the Wholesale Service Area.

Section 8.05 Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 8.06 Venue. All obligations of the Parties created in this Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 8.07 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 8.08 Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

Section 8.09 Notices. Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other Party shown below:

Corix:

Corix Utilities (Texas) Inc.
1812 Centre Creek Dr., Suite 100
Austin, TX 78754
Attn: Darrin Barker

City:

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 8.10 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 8.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 8.12 Records. City and Corix each agree to preserve, for a period of at least three years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. City and Corix shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 8.13 Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 8.14 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 8.15 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 8.16 Exhibits. The following exhibits, attached to this Agreement, are incorporated into this Agreement as if fully set forth:

<u>Exhibit A:</u>	Wholesale Service Area
<u>Exhibit B:</u>	Point of Entry
<u>Exhibit C:</u>	Wastewater Impact Fee Calculation Methodology

Section 8.17 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

CORIX UTILITIES (TEXAS) INC., a Delaware corporation

By: _____  _____

Name: _____ R. Darrin Barker _____

Title: _____ President _____

Date: _____ February 23, 2024 _____

CITY OF BASTROP:

By:  _____

Name: Sylvia Carrillo

Title: City Manager _____

Date: 02/23/2024 _____

Attest: _____
City Secretary

Exhibit "A"
Wholesale Service Area

**Exhibit “B”
Point of Entry**

**Exhibit “C”
Wastewater Impact Fee Calculation Methodology**

Exhibit C

Wastewater Treatment Plant Impact Fee Calculation Methodology

Wastewater Treatment Plant (WWTP) Impact Fee will be calculated by dividing the total amount of WW Treatment Facility Type Project Recoverable Costs by the Total amount of Wastewater Capital Improvement Projects.

WW Treatment Project Recoverable Costs

Total Wastewater Capital Improvements Projects Recoverable Costs

= WWTP Impact Fee Percentage

Total WW Impact Fee X WWTP Impact Fee Percentage = **WWTP Impact Fee**

Using the July 2022 Ordinance information as example would produce the following:

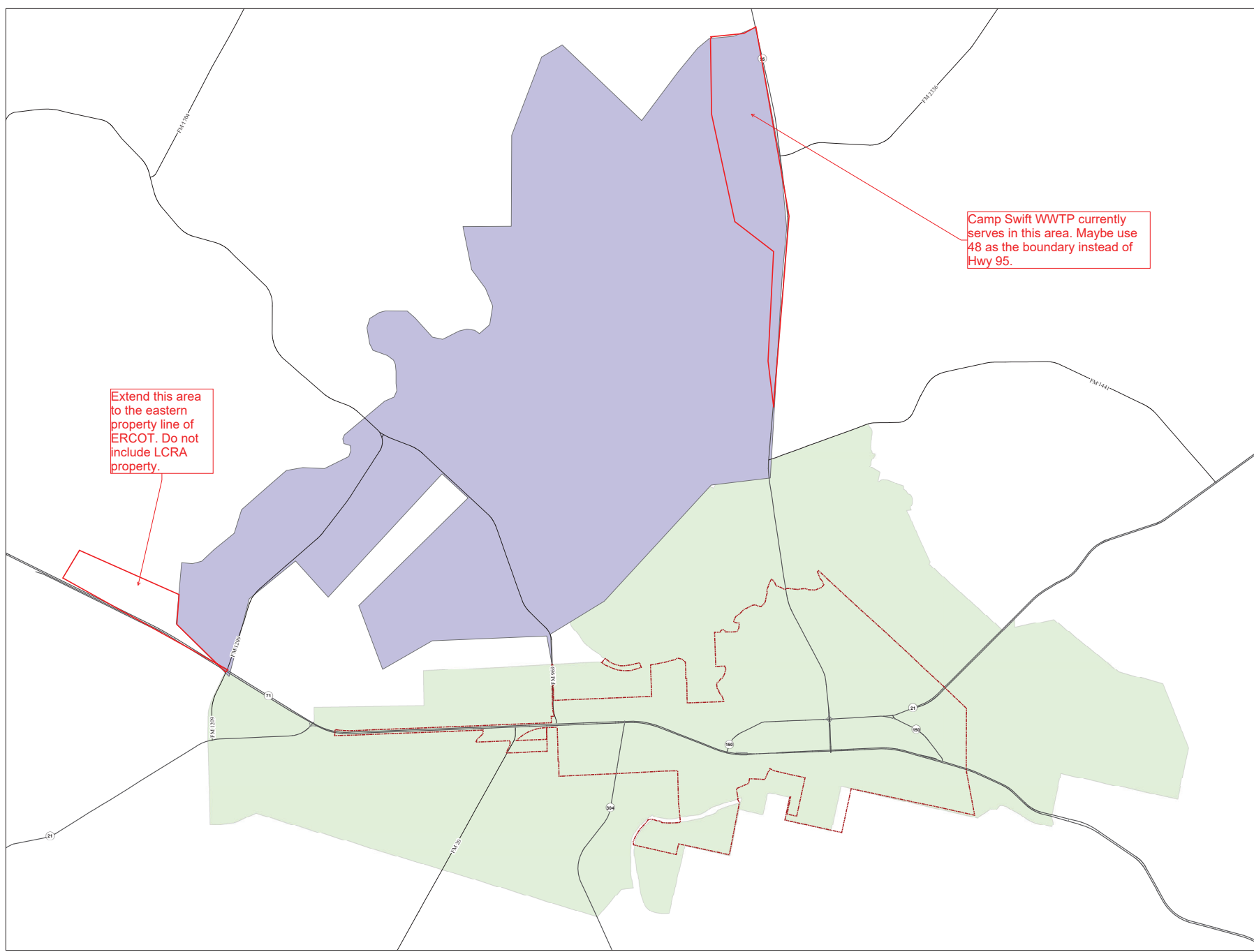
WW Treatment Project Recoverable Costs	\$ 12,190,697.00
Total Wastewater Capital Improvements Projects Recoverable Costs	\$ 30,082,740.00
= WWTP Impact Fee Percentage	40.52%
Total WW Impact Fee	\$ 5,089.00
X WWTP Impact Fee Percentage	40.52%
=WWTP Impact Fee	\$ 2,062.26



City of Bastrop Corix Wholesale Agreement Boundary & Bastrop Wastewater CCN

Legend

- City Limit
- Corix Wholesale Agreement Boundary
- City of Bastrop Wastewater CCN



Extend this area to the eastern property line of ERCOT. Do not include LCRA property.

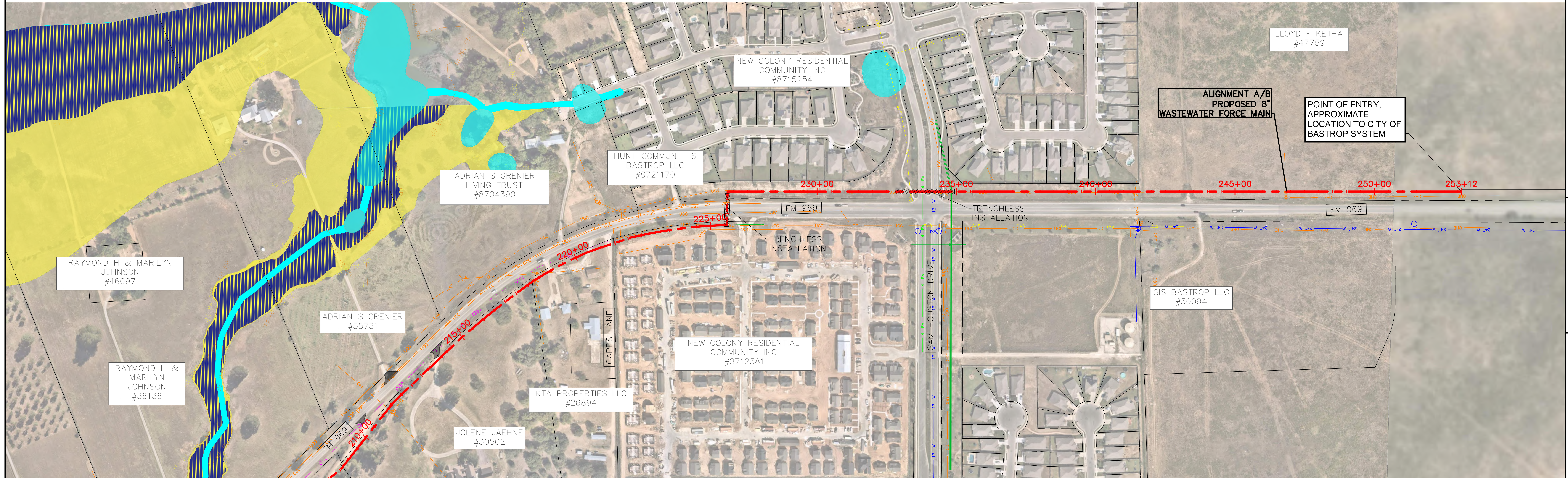
Camp Swift WWTP currently serves in this area. Maybe use 48 as the boundary instead of Hwy 95.

0 500 1,000 3,000
feet

1 inch = 2,700 feet Date: 3/3/2023

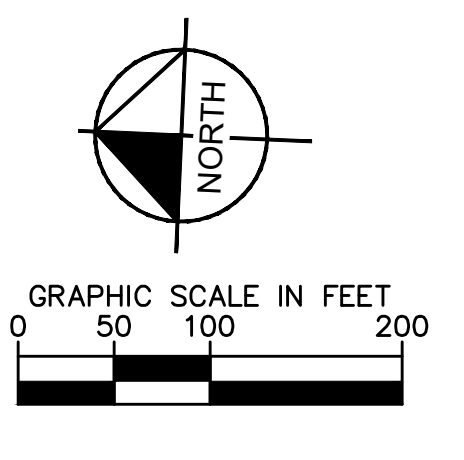
N
The accuracy and precision of this cartographic data is limited and should be used for information bearing purposes only. This data does not replace surveys conducted by registered, licensed land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other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

ALIGNMENT A/B - 210+00 - END



LEGEND

	24" W	EX. WATER LINE
	4" FM	EX. 4-INCH FORCE MAIN
	OHE	EX. OVERHEAD ELECTRIC (BLUEBONNET)
	UGC	EX. UNDERGROUND COMMUNICATION (AT&T)
	PETRO 18 IN	EX. 18" PETROLEUM PIPELINE
	UGC	EX. OVERHEAD TELECOM (AT&T)
	CAS	EX. GAS LINE (CENTERPOINT)
		500 YEAR FLOODPLAIN
		100 YEAR FLOODPLAIN
		RIVER CENTERLINE
		EX. ASPHALT DRIVE
		EX. GRAVEL DRIVE
		PROPOSED ALIGNMENT A/B



C:\Users\mll\OneDrive\Documents\Projects\Bastrop\Bastrop_WW\DWG\DWG\Bastrop_WW\Bastrop_WW.dwg 6/27/2023 4:58 PM



STAFF REPORT

MEETING DATE: April 9th, 2024

TITLE:

Consider action to approve Resolution No. R-2024-31 approving the My Government Online Interlocal Agreement between the City of Bastrop and South Central Planning and Development Commission (SCPDC) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Doug Haggerty – Manager, Fleet & Facilities Department

BACKGROUND/HISTORY:

We're partnering with SCPDC, an Economic Development District, to launch My Government Online, a new system streamlining city services. This initial phase focuses on two key modules: Fleet Maintenance and Facilities.

Fleet Maintenance

- Track vehicle repairs and service history
- Manage mechanic shop operations
- Automate odometer and engine hour alerts with GPS integration
- Streamline inventory control, service requests, and billing

Facilities Management

- Track all city-owned facilities
- Set automated maintenance alerts
- Manage work orders for repairs and maintenance

Benefits for Everyone

My Government Online will enhance transparency and efficiency for both city staff and the public. Over time, the system can be expanded to include departments like Development Services and Public Works, creating a centralized hub for managing city operations.

FISCAL IMPACT:

Facility Module: \$500/month

Fleet Module: \$500/month OR \$20/GPS over 50 units

RECOMMENDATION:

Staff recommends approval of Resolution No. R-2024-31 of the City Council of the City of Bastrop, Texas, approving the proposed Interlocal Cooperation Agreement related to software implementation.

ATTACHMENTS:

Resolution 2024-31 MyGov ILA

Exhibit A – Interlocal Agreement with South Central Planning and Development Commission



CITY OF BASTROP

RESOLUTION NO. R-2024 - 31**RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH SCPDC**

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING THE MY GOVERNMENT ONLINE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP AND SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION (SCPDC) ATTACHED AS EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“City”) and South Central Planning And Development Commission (SCPDC) are authorized under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, to enter interlocal contracts for the provision of governmental functions, including planning, and other governmental functions in which the contract parties are mutually interested; and

WHEREAS, the City Council desires to enter into the Interlocal Agreement for the use of MyGovernmentOnline (MGO) software with SCPDC (“Interlocal Agreement”), as attached as Exhibit “A,” which sets for the terms and conditions pursuant to which SCPDC will provide a license for the use of MGO software and the City will reimburse SCPDC for the MGO license.

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

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

Section 2: The City Council authorizes the execution of the Interlocal Agreement, which is attached and incorporated herein as Exhibit “A”.

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

Section 4: The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

Section 5: This Resolution shall take effect immediately upon its passage.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 9 day of April 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

INTERLOCAL AGREEMENT FOR LICENSING SCPDC SOFTWARE

SECTION 1. PARTIES AND PURPOSE

1.1. The Capital Area Council of Governments ("**CAPCOG**") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Texas Local Government Code, as amended, and is a signatory Agent for SCPDC.

1.2. City of Bastrop, Texas ("**Licensee**" or "**City**") of 1311 Chestnut Street, Bastrop, Texas 78602 domiciled in Bastrop County.

1.3. The South Central Planning and Development Commission ("**Licensor**" or "**SCPDC**") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline ("**MGO**") software (the "**SCPDC Software**") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Texas Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This **INTERLOCAL AGREEMENT** (this "**Agreement**") is entered into by and between SCPDC and Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "**CONFIDENTIAL INFORMATION**" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the City shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The City will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by SCPDC, the City may choose to place such information on the City's website and/or a similar public database without obtaining any type of prior consent from SCPDC.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the City, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the City as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the City, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2 **"DOCUMENTATION"** means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 **"EFFECTIVE DATE"** means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 **"EQUIPMENT"** means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 **"MAJOR AND MINOR UPDATES"** shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MGO version X.0 (major update) and MGO version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 **"SITE"** means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 **"SOFTWARE"** means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 **"USE"** means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 **"PERMIT"** shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 **"License Fee(s)"** shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

SECTION 3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, SCPDC grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the SCPDC's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the SCPDC's products known as MyGovernmentOnline. The scope of the foregoing license encompasses Licensee's internal use of SCPDC's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of SCPDC's Software, uploading or otherwise transferring, or providing direct access to, the SCPDC's Software to any third party without SCPDC's prior written consent, including access by any third party to the SCPDC's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software.

If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john.doe@scpsc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

SECTION 4. LICENSE RESTRICTIONS

4.1 Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

SECTION 5. LICENSE FEE

5.1 **LICENSE FEE.** In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5.2 **TAXES.** SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 **NO OFFSET.** Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the contract from the Effective Date (the "**Warranty Period**") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "**Non-Conformance**"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. **THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 **ALLOCATION OF RISK.** The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 **CLAIMS.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 **LIMITATION.** The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 **EXCLUSIVE REMEDY.** The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

SECTION 8. CONFIDENTIALITY

8.1 **CONFIDENTIAL INFORMATION.** Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public information request pursuant to Chapter 552, Texas Government Code, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 **INJUNCTIVE RELIEF.** In the event of actual or threatened breach of the provisions of Section 8.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

SECTION 9. TERM AND TERMINATION

9.1 **TERM.** This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 **TERMINATION.** This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("**Termination Events**") occur, provided that no such termination under this subsection will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) This agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 **EFFECT OF TERMINATION.** If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MGO will be available to Licensee.

SECTION 10. NON-ASSIGNMENT

10.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

SECTION 11. NOTICES

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission

To: City of Bastrop

Address: 5058 West Main St.
Houma, LA 70360

Address: 1311 Chestnut ST.
Bastrop, TX 78602

SECTION 12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 **PUBLIC ANNOUNCEMENTS.** Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 **DISPUTE RESOLUTION.** The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a Texas certified mediator selected by mutual agreement of the parties.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

Venue and Governing Law: Venue of this contract shall be Bastrop County, Texas, and the law of the State of Texas shall govern.

12.11 **HEADINGS.** Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 **ENTIRE AGREEMENT.** This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Bastrop, TX

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION, INC.
THROUGH ITS AGENT, CAPCOG

By:

By:

Lyle Nelson, Mayor

Betty Voights, Executive Director

Date

Date

Witness

Date: _____

**SCHEDULE A
INTERLOCAL CONTRACT
South Central Planning and Development Commission and Jurisdiction Government**

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's MyGovernmentOnline ("MGO") System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into the MGO System and not identified as a separate chargeable option.

B. LICENSE FEE

1. MyGovernmentOnline:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Overage Rate	MONTHLY RATE			
		Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 0-500 Permit Volume package. It is understood this will be billed on a levelized billing system of \$260.42 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in

the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Additional Modules

1. Public Works Module
\$500.00 monthly license fee.
2. Facilities Maintenance Module
\$500.00 monthly license fee.
3. Solid Waste Module
\$500.00 monthly license fee.
4. Fleet Management Module and GPS
\$500.00 monthly license fee.
Monthly license fee included with over 50 active GPS units at \$20 per month.
Details for GPS units included in Schedule D.

C. OTHER FEES

1. **AUTHORIZED ON-SITE VISITS:** On-sites visits shall be authorized by the Licensee and will be reimbursed to the SCPDC for costs of lodging, meals, and transportation incurred during each visit. Reimbursements will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 10% administrative fee will be applied to the total reimbursable expenses.
2. **INTEGRATION FOR ONLINE CREDIT CARD OR ACH TRANSACTIONS:** Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.
3. **HISTORIC DATA IMPORTS:** Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time are subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

SECTION 1. EQUIPMENT SITE

1.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

SECTION 2. USER NAME AND PERSONAL ACCESS PASSWORD

1.2 At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

SECTION 1. DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address: 5058 West Main Street
Houma, LA 70360

Hours of Operation: 8:00 AM to 4:30 PM

Telephone: 1 (866) 957-3764

Contact Information:

E-mail: support@mygovernmentonline.org

Ryan Hutchinson,
Chief Technology Officer

SECTION 2. TERM AND TERMINATION

2.1 SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

SECTION 3. MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by the MyGovernmentOnline system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MGO Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event that on-site support is agreed to be provided by both the Licensee and SCPDC, then Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

(a) **ACCIDENT.** Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the

Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

(b) Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

(c) Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

(d) Software programs made by Licensee or other parties.

SECTION 4. RESPONSIBILITIES OF LICENSEE

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

SECTION 5. MAINTENANCE FEE

5.1 For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

SECTION 6. ASSIGNMENT OF DUTIES

6.1 SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

SECTION 7. PROJECT ABANDONMENT

7.1 Should SCPDC abandon development and support of the MGO system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MGO Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

SECTION 8. LICENSEE DATA

8.1 Upon the client’s written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee’s data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee’s permitting data.

SECTION 9. ROLE OF AGENT

9.1 The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent’s responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as “CAPCOG”. The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

City of Bastrop, Texas

By: Lyle Nelson, Mayor

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____

**SCHEDULE D
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction
GPS Units**

1. Pursuant to this Agreement, the SCPDC has been contracted to provide SCPDC Software services to the Licensee.
2. The monthly fee per GPS Premium subscription account will be discounted to \$20 per month, from \$30 per month, as long as the jurisdiction maintains a minimum volume of 50 units per month in service.
3. The Fleet Management Module cost shall be waived while the Jurisdiction has over 50 active GPS units.
4. All other Terms and Conditions of the original Agreement not modified by this Attachment remain in full force and effect.

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

CITY OF BASTROP, TX

By:

By:

Kevin Belanger
Chief Executive Officer

Lyle Nelson, Mayor
Mayor

Witness

Witness

Date: _____

Date: _____

SCHEDULE D

Licensing Terms for GPS Service

1. To the Platform.

Subject to Licensee's compliance with this Agreement, Licensor will permit Licensee's access and use the Application and Services provided for in this agreement, solely for lawful purposes and only in accordance with the terms of this Agreement.

2. To the Application.

Except as expressly set forth in this Agreement, Licensee is granted no licenses or other rights in or to the Application or any IPR (as defined below) therein or related thereto. Licensee agrees not to use, modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit or utilize the Application other than as expressly permitted in this Agreement or any other agreement Licensee is required to agree to before being given access to the Application. By accessing the Services provided pursuant to the terms of this agreement, Licensee represents that: (a) it is the authorized account holder; or (b) has the authorized account holder's permission to access the authorized account.

3. To Content.

All Application content is owned by SCPDC and its licensors and providers. Subject to Licensee's compliance with this Agreement, Licensee may access the Application and services solely for noncommercial purposes in connection with Licensee's own use of the Application and Services. Licensee will not, and will not permit any third party to: (a) use, copy, alter, modify, reproduce, or create derivative works of any application content; (b) distribute, transmit, broadcast, sell, resell, republish, post, display, lend, loan, lease, license, sublicense or transfer any Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Content. Certain Content may include or be based on data, information or content from independent third party providers ("**Third Party Content**"). SCPDC will not be responsible for any erroneous Third Party Content provided through the application or services.

4. Licensee's Submissions.

Licensee is solely responsible for all data, information, and other content that Licensee may provide or generate through Licensee's use of the Platform or Services (collectively, Licensee's "**Submissions**"). As between Licensee and SCPDC, Licensee retains ownership of its Submissions.

5. Term.

The term of this agreement shall be for a period of 2 years from the date which the first GPS unit is installed and activated. This agreement shall automatically renew for successive one year terms unless Licensee provides written notice to Licensor no later than 45 days before the termination date of the then current term of this agreement.

6. GPS Units and Service Accounts.

For every asset requested by the Licensee for GPS tracking, Licensor shall create a separate GPS Tracking Service Account unique to each asset. A Monitoring Service Fee ("**MSF**") identified by the customer in Attachment A shall be charged to Licensee for every GPS Tracking Service Account.

7. Minimum Subscription and Delivery of GPS Units.

A. Upon the signing of this agreement, Licensee shall indicate in writing the type of equipment requiring GPS tracking service and the quantity of each type of equipment that should be provided for the term of this agreement. In the event that Licensee desires more Service Accounts/GPS than initially requested, the Licensee may request any quantity of additional units in writing and they will be provided by the licensor under this agreement and the MSF shall follow Attachment A in this agreement.

B. Licensor shall create Service Accounts for the Licensor reprogrammed units. Ownership of these units shall remain with Licensee. Ownership of any SIMS card or other component attached to Licensee's GPS units owned by Licensor shall remain the property of Licensor.

8. Payment For Monitoring Services and Initial Calculation of Service Fee.

A. Payment for monitoring services shall be made at the first of each month to South Central Planning and Development Commission.

B. The calculation of payments shall be made on a per GPS unit which is ready for monitoring pursuant to the terms of this Agreement. The monthly Monitoring Service fee shall begin to accrue upon delivery by Licensor to Licensee of the GPS units ready for installation.

9. Type Of GPS Unit.

SCPDC shall use and provide for installation the Cal Amp model GPS unit(s) or any other GPS unit which may be compatible with Licensor's.

10. Purchase, Installation and Ownership of GPS Units and SIMS Cards.

A. South Central Planning and Development Commission shall purchase the necessary GPS units required to fulfill the GPS monitoring services required pursuant to the terms of this agreement.

B. The coordination and cost of installation of the GPS units shall be the sole responsibility of Licensee.

C. Ownership of the GPS units and SIMS cards delivered by Licensor to Licensee shall remain with SCPDC.

D. Upon the termination of this Agreement, Licensor may request that Licensee, at its sole cost and expense, shall be responsible for the removal of all GPS devices and associated property owned by Licensor. Said request must be made within 30 days of the termination of this Agreement. Licensee shall have a reasonable amount of time under the circumstances to accomplish the requirements of this paragraph.

11. Repair and Maintenance of Damaged or Destroyed GPS Units and Property

A. Licensor shall be responsible for the cost of a GPS unit which must be replaced because of damage through no fault of Licensee or any of its employees, agents, directors, officers or other party for which Licensee may be liable. In the event that Licensee or any of its employees, agents, directors, officers or other party for which Licensee may be liable, damages a GPS unit or other property of Licensor or causes said property to become inoperable, through either negligence or intentional acts or omissions, then Licensee shall be responsible for either replacing the damaged unit or paying Licensor an amount equal to the replacement cost of said damaged property.

12. Notice. In the event that any Notice is required pursuant to the terms of this agreement, such notice shall be mailed to the following individuals and addresses:

South Central Planning and Development
Mr. Kevin P. Belanger, CEO
SCPDC
P.O. Box 1870
Gray, Louisiana 70359

City of Bastrop
 Sylvia Carrillo
 1311 Chestnut Street,
 Bastrop, TX 78602

13. Suspension.

SCPDC may suspend Licensee's access to its Account and the Services contracted with or without notice to Licensee, upon any actual, threatened, or suspected breach of this Agreement or applicable law or upon any other conduct reasonably deemed by SCPDC to be inappropriate or detrimental to the Application or Services otherwise provided, SCPDC, or any other SCPDC customer or user.

14. Platform Technology.

The Application, content, results of Services, and the databases, software, hardware and other technology used by or on behalf of SCPDC to operate the Application and Services, and the structure, organization, and underlying data, information and software code thereof (collectively, the "**Technology**"), constitute valuable trade secrets of SCPDC. Licensee will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Licensee's rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; or (9) interfere with the operation or hosting of the Technology.

15. Ownership.

SCPDC retains all right, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology and any additions, improvements, updates and modifications thereto. Licensee shall receive no ownership interest in or to the Technology and Licensee is not granted any right or license to use the Technology itself, apart from Licensee's right to access the Platform, Content and Services under this Agreement. The SCPDC name, logo and all product and service names associated with the Platform, Content and Services are trademarks of SCPDC and its licensors and providers and Licensee is granted no right or license to Licensee to use them. For purposes of this Agreement, "IPR" means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

16. Warranties and Disclaimer.

Each party hereby represents and warrants that: (1) it has the legal right and authority to enter into this Agreement; (2) this Agreement forms a binding legal obligation on behalf of such party; and (3) it has the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE APPLICATION, CONTENT AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND SCPDC AND ITS LICENSORS AND PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCPDC, ITS EMPLOYEES, PROVIDERS OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

17. Limitation on Liability.

SCPDC WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PLATFORM, CONTENT OR SERVICES, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF SUBMISSIONS, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. SCPDC'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT. LICENSEE AGREES THAT SCPDC WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, SCPDC'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Data Privacy.

Any information provided by Licensee to Licensor shall remain confidential at all times.

19. Governing Law.

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Louisiana.

20. General.

Unless otherwise amended as provided herein, this Agreement will exclusively govern Licensee’s access to and use of the Platform, Content and Services, and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Licensee’s access to and use of the Platform, Content and Services. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable attorneys’ fees, including costs and fees on appeal. Neither this Agreement nor any rights or obligations of You hereunder may be assigned or transferred by Licensee (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of SCPDC. Any assignment in violation of the foregoing will be null and void. SCPDC may assign this Agreement to any party that assumes SCPDC’s obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. The Platform, Content or Services may contain links to third-party sites that are not under the control of SCPDC. SCPDC is not responsible for any content on any linked site and You access any third-party site from the Platform, Content or Services at Licensee’s own risk. SCPDC may reference Licensee as a user of the Platform.

Pricing Options

\$3.00 Monthly App	\$17.00 Monthly BYOD	\$20.00 Monthly Basic	\$30.00 Monthly Premium
<ul style="list-style-type: none"> • GPS tracking per IOS device 	<ul style="list-style-type: none"> • GPS tracking per vehicle. • GPS receiver not included. 	<ul style="list-style-type: none"> • GPS tracking per vehicle GPS receiver included. 	<ul style="list-style-type: none"> • GPS tracking per vehicle. • GPS receiver included • Integration with work order system • Asset maintenance module included



STAFF REPORT

MEETING DATE: April 23, 2024

TITLE:

Consider and act on a change of appointment from Mayor Lyle Nelson to Councilmember Kevin Plunkett due to quorum considerations on the newly created ad hoc executive committee to address considerations related to a regional sports facility located in the Bastrop Economic Development Corporation Industrial Park.

AGENDA ITEM SUBMITTED BY:

Submitted by: Mayor Lyle Nelson

BACKGROUND/HISTORY:

At the March 26, 2024, joint BEDC and City Council meeting, an ad hoc committee was created that consisted of Mayor Nelson, Councilmembers Myer and Crouch. Initially, Mayor Nelson was appointed to represent the Council, however, his appointment would cause quorum issues due to his BEDC appointment.

As a result, the recommendation is to remove the Mayor and replace him with Councilmember Kevin Plunkett.

This agenda item seeks to set that reassignment.

The BEDC appointed chair Ron Spencer, Vice Chair Connie Schroeder, and board member Frank Urbanek.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the reassignment.

ATTACHMENTS:

1. None



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-41 and act on a proposal from Terra Pave International, a University of Texas Technology Commercialized Company for \$55,780 as a sole source provider for a fog seal street sealant known as Terra Pave.

AGENDA ITEM SUBMITTED BY:

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

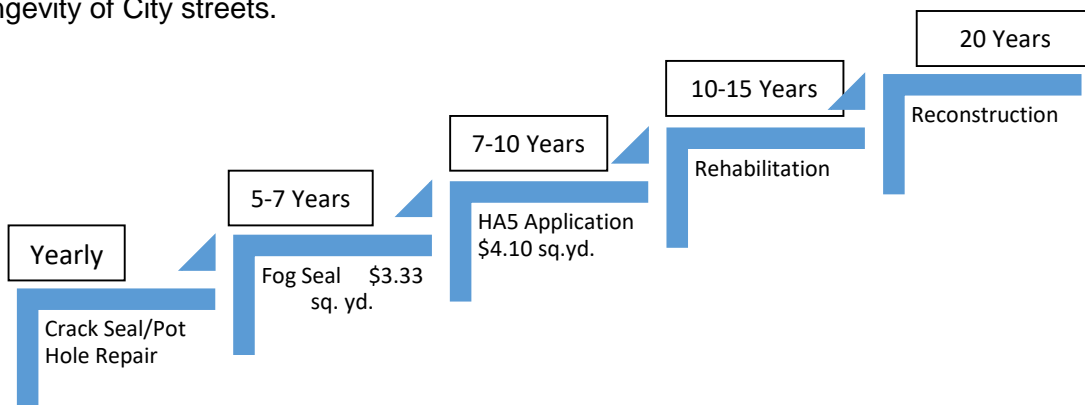
BACKGROUND/HISTORY:

Per TXDOT Seal Coat and Surface Treatment Manual: “A fog seal is a light application of asphalt, usually emulsion, applied to retain aggregate. It is sometimes used over an asphalt concrete surface or a new seal coat, particularly if a porous aggregate has been used as the cover aggregate....Common preventive maintenance treatments are seal coats, micro surfacing, fog seals, crack seal-ing, joint sealing, thin overlays and others. Prevention means longer pavement life, better pavement performance, improved pavement condition and increased safety”

Terra Pave is a type of fog sealant created by Dr. Yetkin Yildirim, Ph.D., PE that is water based, applied with a water truck, and is a drivable surface within a few hours of application. The product has been applied on Slaughter Lane in Austin and has held up for over five years.

Its attractiveness is the ease of application (a water truck) and a rapid curing time allowing for a much-shortened traffic diversion program.

The product is intended to be put into an overall street maintenance program to increase the longevity of City streets.



The targeted neighborhood is Piney Creek Bend due to its position in the street pavement condition index. It is in a “green” zone, meaning a relatively new streets, out of developer warranty period, but also not quite ready for crack sealing or an HA5 treatment. The proof of concept would potentially allow the need for an HA5 treatment to be delayed by 5-7 years.

The proposed amount of \$55,780 is for the entire Piney Creek Bend Subdivision totaling approximately 1.3 miles of road.

FISCAL IMPACT:

\$55,780

RECOMMENDATION:

Approve the agreement with Terra Pave.

ATTACHMENTS:

1. TXDOT Seal Coat and Surface Treatment Manual – [Online PDF Link](#)
2. Terra Pave Information
3. Invoice

memo

To: Honorable Mayor Nelson and Bastrop City Council
From: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
CC: Ann Franklin, City Secretary
Date: 04/04/2024
Re: Sole Source Provider

Mayor and Council,

Terra Pave is presented for consideration on the April 9, 2024 City Council agenda.

Under LGC 252.022, exceptions for sole sourcing here would perhaps be “items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.”

Terra Pave is under patent by the University of Texas. The application method is water based and the ease of application with only a water truck makes Terra Pave the only surface treatment/fog seal in its class to perform extremely well under those conditions.

The inventor of the technology will be available for questions at the council meeting.



Terra Pave International

Quote

Terra Pave International

P.O.Box 203904
 Austin, TX 78720
 University of Texas Technology Commercialized Co. TPI

DATE 3/8/2024
INVOICE # 03072024JATFBCTX
CUSTOMER ID 03072024JATFBCTX
DUE DATE 3/12/2024

Bill-To	Signature/Date:	LENGTH Ft	6900	Project Dimensions
Sylvia Carrillo City of Bastrop Texas 1311 Chestnut St, Bastrop, TX 78602		WIDTH Ft	26.1	180,090 sqft project Length Yd 2300

PRODUCT DESCRIPTION	Quantity Gallon	Retail Unit Cost \$USD/Gal	Adjusted Cost 10%	TAX 0.00%	AMOUNT
Terra Pave White TSW (gallons) - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Pave Black TSB (gallons) - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Fog (gallons) - Transportation	715	\$ 80.00	\$ 72.00	\$ -	\$ 51,480.00
Terra Pave Solar Albedo (gallons) - Solar	-	\$ -	\$ -	\$ -	\$ -
Terra Prime (gallons) - Tack Coat - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Cool Pavement (gallons) - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Pave Solar Base (gallons) - Solar	-	\$ -	\$ -	\$ -	\$ -
Deluxe Spray Bar Kit (SBK)	1	\$ 3,500.00		\$ -	\$ 3,500.00
USA Engineers/Consultant at the project site	1	\$ -	FREE		\$ -
Number of Totes 275 gals/tote	2				\$ -
Number of Drums 55 gals/drum,	3				\$ -
Shipping freight by AAFG LLC (totes/Drums)	5	\$ -	Estimate TBD		\$ 800.00
					\$ -
					\$ -

Terra Pave Products have shelf life of 1 year from shipping date (see MSDS)

TP Subtotal w/o Ship	\$ 51,480.00
Taxable	No
Tax rate	0.000%
Tax due	-
Other/Shipping	4,300.00
TOTAL	\$ 55,780.00
\$ per SqMeters	\$ 3.33
\$ per SqFt	\$ 0.31

Payment/Wire Transfer Information
Wire transfer instruction: Account name: Terra Pave International, Inc. Bank Name: Bank of America Account #: 586012825043 Routing #: 026009593 Swift Code: BOFAUS3N Bank of America Branch: 2511 W. Parmer Lane, Austin, TX 78758 USA

Make Payable: Terra Pave International

100% payment at Invoice Acceptance

FOR CUSTSOMER SERVICE CONTACT ONLY

If you have any questions about this quote/invoice, please contact



Attn: Jaime Astorga
 Address: P.O.Box 171214, Austin, TX 78728
 Email: info@terrapavetech.com
 Phone: P +1 512 815-3064

texasventuress@gmail.com
www.terrapavetech.com
 Customer Service

Thank You For Your Business!

The Future of Pavement Maintenance and Preservation

Polymer/Water-Based Alternatives to
Asphalt Sealants

Yetkin Yildirim, Ph.D., PE



Introduction

Terra Pave International

- Research and IP from UT Austin
 - cutting edge polymer technology
 - Marketing studies
- High Performance
- Cost-effective
- Eco-friendly
- constructing and maintaining
 - roadways, parking lots, airfields, and all other traffic-bearing surfaces.



Introduction

TPI is promoting

- sustainability and revolutionizing the field of pavement materials.
- TPI has developed many variations on their materials which are specifically engineered to address the many different types of distresses which occur in aging pavement structures.

Terra Fog (fog seal)

Terra Fog extends the service life of asphalt pavements and forestalls drastic maintenance, such as resurfacing and seal coating, by preventing water from infiltrating the base. Terra Fog enriches and maintains dry asphalt pavements by:

- Preventing asphalt oxidation
- Renewing surface appearance
- Sealing small cracks and loose particles
- Strengthening the pavement's structural matrix

Terra Fog City of Austin Test Section



← Fresh Terra Fog atop a Chip Seal

Fresh Terra Fog atop → old, oxidized asphalt



Terra Fog City of Austin Test Section

Three months later: Chip Seal application

vs.

Chip Seal application with Terra Fog overlay



Terra Fog



Environmentally Safe

Superior Strength

Cost-effective

Impermeable

Rapid Curing

Terra Fog City of Austin 1st street Test Section



Terra Fog City of Austin 1st street Test Section

Item 9E.

Section with Terra Fog



Section without Terra Fog



Chip seal section with Terra Fog did not loose any aggregate, whereas section without Terra Fog lost significant amount of aggregate less than one year after construction

Terra Fog - S 1st Street

Item 9E.

Section with Terra Fog

Section with Terra Fog

Section without Terra Fog



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 506-5821 | WWW.TXDOT.GOV

Item 9E.

February 1, 2016

Yetkin Yildirim, Ph.D., PE
President & CTO

Terra Pave International
www.terrapaveinternational.com

Yetkin,

This is a letter to confirm what we discussed about use of Terra Fog on TxDOT projects. As you know we've used Terra Fog on projects and spot work in San Antonio and Austin, and I've also seen the applications by the City of Cedar Park. All of these appear to have worked well and seem to be good treatments.

I'd be interested in seeing the product used on some TxDOT projects in other locations, and getting feedback from the TxDOT users on the application. Of course we don't have a statewide specification for this type of material yet; these projects would feed into the process of rolling a spec out.

So, if you identify TxDOT Districts who are interested in Terra Fog, I would encourage them to use it on a trial basis. Please ask them to contact me, and I can provide additional information and a draft specification on request.

As always, contact me any time.

Gerald D. (Jerry) Peterson, P.E.

Asphalt, Chemical and Calibration Branch Manager
Construction Division

Conclusion

Terra Pave International's line of eco-friendly, polymer/water-based Terra Fog provide solutions to a wide variety of pavement maintenance challenges by

- Preventing asphalt oxidation
- Preventing aggregate lost for chip seals
- Renewing surface appearance
- Sealing small cracks and loose particles
- Strengthening the pavement's structural matrix

Yetkin Yildirim, Ph.D., PE

President & CTO

Terra Pave International

www.terrapaveinternational.com

yyildirim@terrapaveinternational.com

512-736-2225



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-42 and act on a request by Hannah Miller to waive platting fees in the amount of \$1855.58 in the Woodrun Subdivision.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Hannah Miller's child has recently suffered tragic health conditions that require an ADA accessible home be built to accommodate. Ms. Miller's parents are gifting her ½ an acre in the Woodrun Subdivision where she may place a mobile home. The existing medical bills and other expenses have placed a hardship on Ms. Miller and she has requested a waiver of the platting fees. The B2 Development Code is silent on the ability of the Director or City Manager to waive any fees, and thus it is presented to City Council.

ARTICLE 4.9 FEES (a) Platting fees shall be paid at the time of the submittal in accordance with the Code of Ordinances, Appendix A - Fee Schedule. (b) An application is not administratively complete until all applicable fees have been submitted

FISCAL IMPACT:

\$1855.58 in the Development Services Fund

RECOMMENDATION:

Approve the request

ATTACHMENTS:

1. Proposed Plat

STATE OF TEXAS }
COUNTY OF BASTROP }

KNOW ALL MEN BY THESE PRESENTS THAT I, MART SMITH, BEING THE OWNERS OF X.XXX ACRES OF LAND, BEING A PART OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT 3, IN BASTROP COUNTY, TEXAS, THE SAME BEING ALL THAT CALLED 3.8 ACRES AS DESCRIBED TO ME IN THAT CERTAIN GENERAL WARRANTY DEED AS RECORDED IN DOCUMENT #201908972, OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS, DO HEREBY SUBDIVIDE SAID LAND WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

M & S SUBDIVISION

AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND ON THIS _____ DAY OF _____, 2024, A.D.

MART SMITH
118 SMITH ROAD
BASTROP, TEXAS 78602

STATE OF TEXAS }
COUNTY OF BASTROP }

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MART SMITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME OF NOTARY / EXPIRES

AS OF THE DATE INDICATED BELOW, AQUA WATER SUPPLY CORPORATION HAS NOT AGREED TO PROVIDE WATER SUPPLY SERVICE TO THIS SUBDIVISION BECAUSE THE SUBDIVISION HAS NOT COMPLIED WITH THE TARIFF OF AQUA WATER SUPPLY CORPORATION, INCLUDING SPECIFICALLY THE "WATER SERVICE TO SUBDIVISIONS" PROVISIONS. UNDER THE AQUA TARIFF, RETAIL WATER SERVICE IS NOT AVAILABLE TO ANY LOT IN A SUBDIVISION THAT IS NOT IN COMPLIANCE WITH ALL OF SUCH RULES AND REGULATIONS, INCLUDING THE PAYMENT OF APPLICABLE FEES. NO LOT IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE RETAIL WATER SERVICE FROM AQUA'S DISTRIBUTION SYSTEM UNTIL THE SUBDIVISION FULLY COMPLIES WITH ALL OF THE PROVISIONS OF AQUA'S TARIFF, INCLUDING THE "WATER SERVICE TO SUBDIVISIONS" PROVISION.

DACY CAMERON, P.E. DATE
GENERAL MANAGER
AQUA WATER SUPPLY CORPORATION

STATE OF TEXAS }
COUNTY OF BASTROP }

ADMINISTRATIVELY APPROVED AND ACCEPTED BY THE CITY OF BASTROP THIS _____ DAY OF _____, 2024, A.D.
APPROVED: _____ ATTEST:

CITY MANAGER CITY SECRETARY

DIRECTOR OF PLANNING

STATE OF TEXAS }
COUNTY OF BASTROP }

I, KRISTA BARTSCH, COUNTY CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 2024, A.D. AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET _____ PAGE _____ FILED FOR RECORD ON THE _____ DAY OF _____, 2024, A.D.

DEPUTY KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF BASTROP }

KNOW ALL MEN BY THESE PRESENTS I, ROBERT STEUBING, R.P.L.S., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BASTROP, TEXAS.



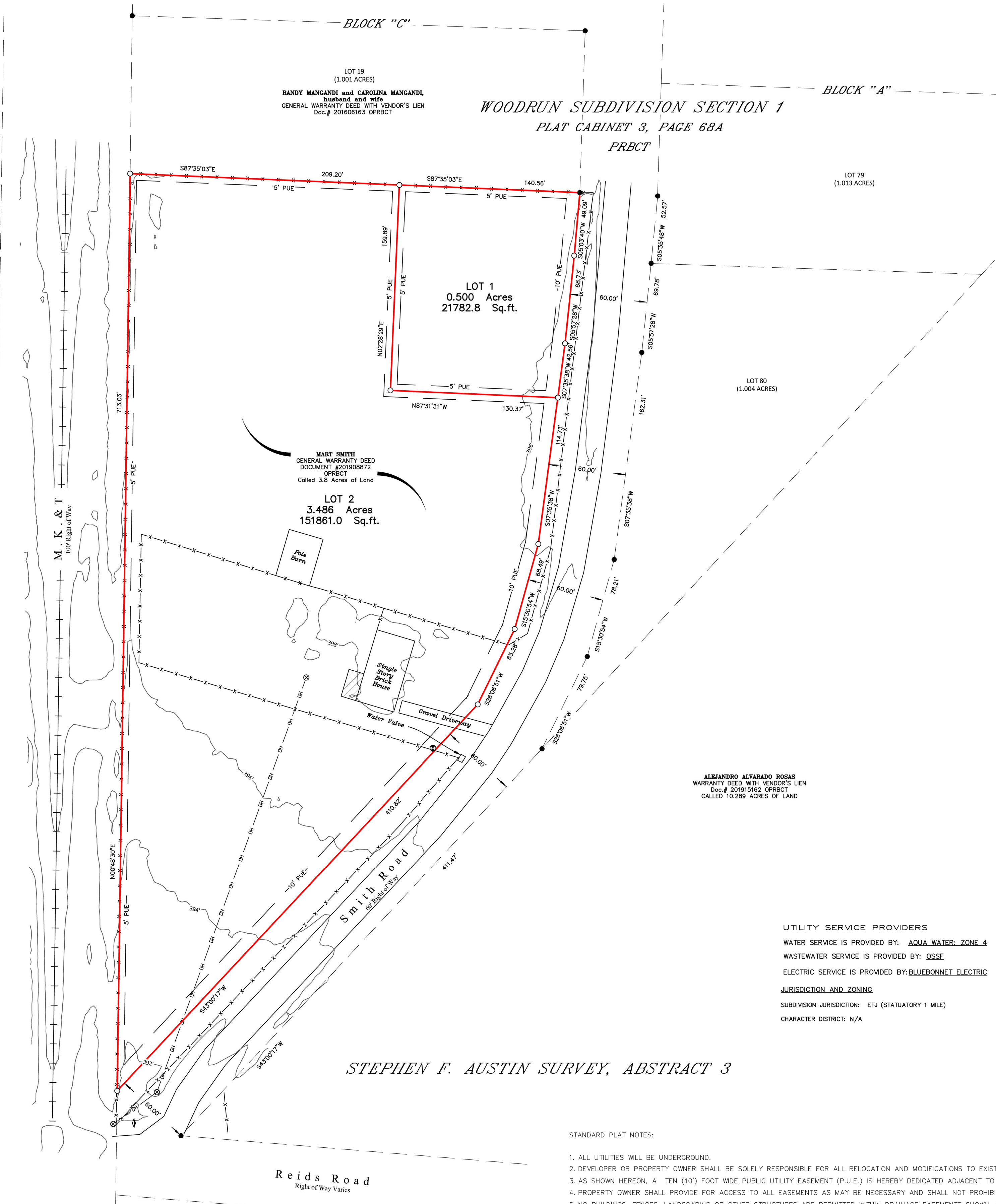
PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
ROBERT C. STEUBING REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5548
525 TAHITIAN DRIVE Professional Engineers and Land Surveyor Firm No. 10194596
BASTROP, TEXAS

REVISION DATE: _____
REVISION DATE: _____
PROPERTY ADDRESS:
118 SMITH ROAD
BASTROP, TEXAS 78602
FB BY: K.E. (SEE FOLDER)
DRAWN BY: C.R.
WA 3682-2023 H MILLER.dwg

SURVEYOR NOTES:

- NO RESEARCH WAS PERFORMED BY THE UNDERSIGNED REGARDING EASEMENTS, BUILDING LINES OR CONDITIONS OF SURVEY. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT
- BEARING BASIS: LAMBERT CONFORMAL PROJECTION, GRID NORTH, COORDINATE BASIS: GRID COORDINATES, U.S. SURVEY FEET, UNITED STATES STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NAD83.
- THE BENCHMARKS USED ID: BM0426, NATIONAL GEODETIC SURVEY, ELEVATION: 371.82' (NAVD 88)

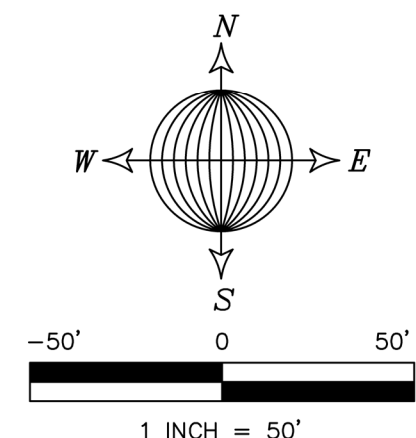
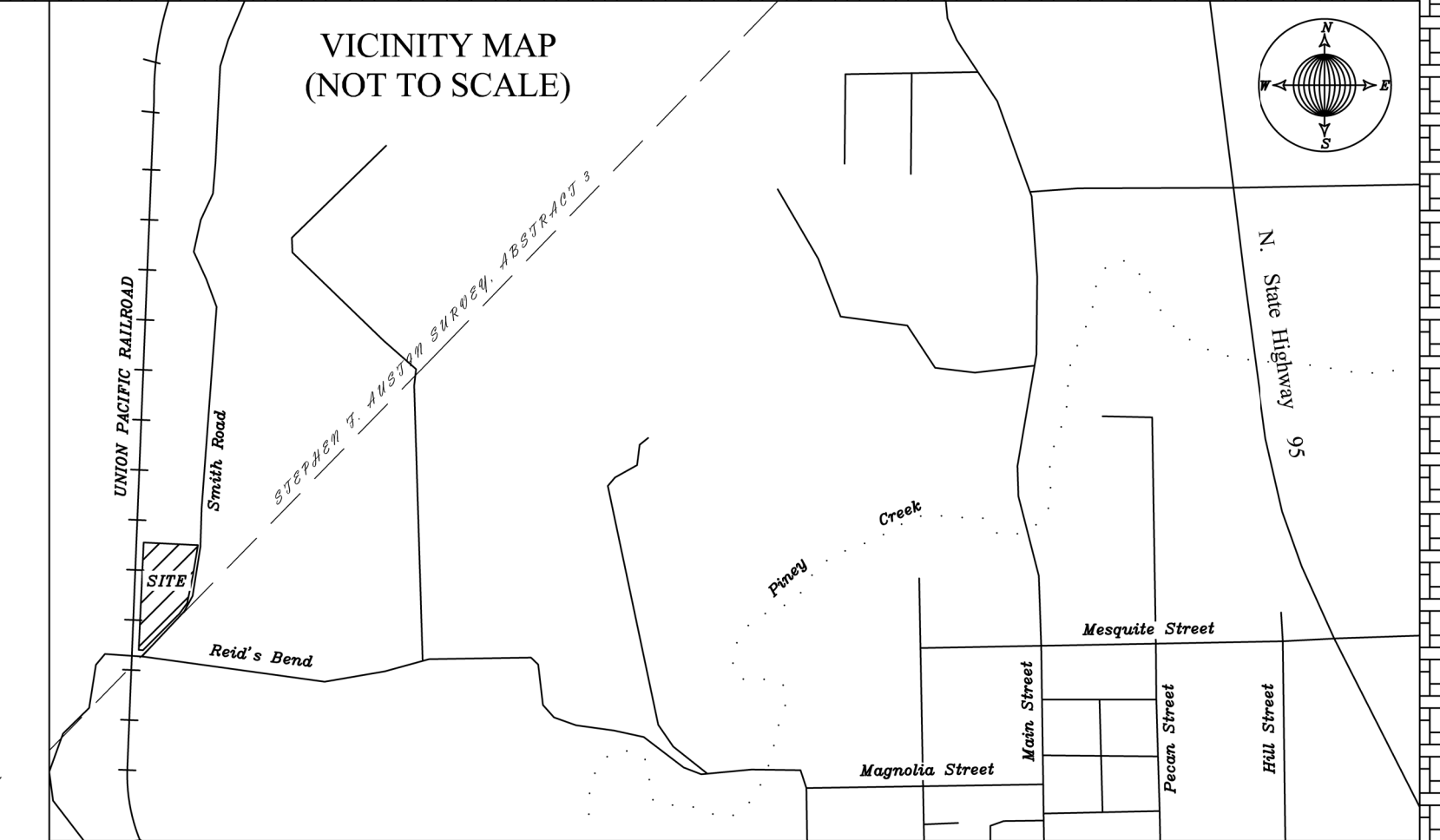
M & S SUBDIVISION



STEPHEN F. AUSTIN SURVEY, ABSTRACT 3

STANDARD PLAT NOTES:

- ALL UTILITIES WILL BE UNDERGROUND.
- DEVELOPER OR PROPERTY OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
- AS SHOWN HEREON, A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY ON ALL LOTS. A FIVE (5') FOOT WIDE P.U.E. IS HEREBY DEDICATED ALONG EACH SIDE AND REAR LOT LINE.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF BASTROP AND/OR BASTROP COUNTY.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNEES.
- NO LOT OR STRUCTURE SHALL BE OCCUPIED PRIOR TO THE APPLICANT SUBMITTING TO THE CITY OF BASTROP DOCUMENTATION OR SUBDIVISION/SITE REGISTRATION WITH THE TEXAS DEPARTMENT OF LICENSING AND REGULATIONS (TDLR) AND PROVIDE DOCUMENTATION OF REVIEW AND COMPLIANCE OF THE SUBDIVISION CONSTRUCTION PLANS WITH TEXAS ARCHITECTURAL BARRIERS ACT (TABA).
- IMPACT FEES SHALL BE ASSESSED IN ACCORDANCE WITH THE ORDINANCE EFFECTIVE AT THE TIME OF PLATTING.
- EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF BASTROP ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION.
- PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN AND/OR DESCRIBED HEREON ARE INTENDED TO INDICATE AN EASEMENT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE WAYS; INCLUDING, BUT NOT LIMITED TO, SANITARY SEWERS, FORCE MAINS, WATER LINES, TELEPHONE SIGNAL CONDUITS, ELECTRIC CONDUCTORS, DRAINAGE PIPES, AND NATURAL GAS LINES.
- A BASTROP COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- ALL INFRASTRUCTURE REQUIRED FOR PUBLIC ROADS, DRAINAGE, OR OTHER PUBLIC INFRASTRUCTURE (INCLUDING BUT NOT LIMITED TO LIGHTING, SIGNAGE, TRAFFIC LIGHTS, SIDEWALKS, PARKING AREAS, STORM SEWERS, OR OTHER DRAINAGE INFRASTRUCTURE) SHALL BE MAINTAINED BY THE DEVELOPER, OR THEIR ASSIGNS, UNTIL SUCH A TIME THAT IS ACCEPTED, IF AT ALL, BY A GOVERNMENTAL ENTITY FOR MAINTENANCE.
- UNTIL SUCH A TIME AS BASTROP COUNTY, THROUGH THE BASTROP COUNTY COMMISSIONERS COURT, ACCEPTS THE DEDICATION OF THE IMPROVEMENTS DELINEATED AND SHOWN ON THIS PLAT, SAID IMPROVEMENTS ARE NOT BASTROP COUNTY IMPROVEMENTS AND ARE NOT SUBJECT TO BASTROP COUNTY MAINTENANCE.
- THIS SUBDIVISION IS WITHIN THE STATUTORY ETJ OF THE CITY OF BASTROP.



LEGEND

5/8" IRON ROD FOUND (RF), ELSE MONUMENT (AS NOTED)	●
CAPPED IRON ROD FOUND (CRF), (AS NOTED)	○
CAPPED IRON ROD SET (CRS) "R/LS 5548"	○
NAAA GEOLOGICAL MARKER	○
POWER POLE	⊕
WATER METER	⊙
OVERHEAD UTILITY LINE	—
FENCE LINE	-X-
DEED RECORDS BASTROP COUNTY TEXAS	DRBCT
PLAT RECORDS BASTROP COUNTY TEXAS	PRBCT
OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS	OPRBCT
CONTROLLING MONUMENT	CM
POINT OF BEGINNING	POB
RECORD DATA	OOD
PUBLIC UTILITY EASEMENT	PUE
BUILDING SETBACK LINE	BL
CONCRETE	▨
COVERED AREA	▨

FLOOD PLAIN NOTE:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR (1% ANNUAL CHANCE) FLOOD HAZARD AREA, AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, PANEL # 48021C0215F, FOR BASTROP COUNTY COMMUNITY # 481193, EFFECTIVE MAY 9TH, 2023.

FLOOD WARNING:
THE DEGREE OF FLOOD PROTECTION REQUIRED BY THE CITY OF BASTROP AND/OR FLOOD DAMAGE PREVENTION ORDER IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ACCEPTANCE OF THIS PLAT BY THE CITY OF BASTROP DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT CREATE LIABILITY ON THE PART OF THE CITY OF BASTROP OR ANY OFFICIAL OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM THE RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE HEREUNDER.

EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY, MULTI-FAMILY AND DUPLEX CONSTRUCTION.

FLOODPLAIN ADMINISTRATOR NOTE:
BASED ON THE REPRESENTATIONS OF THE SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID SURVEYOR, IT IS DETERMINED THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE FLOOD DAMAGE PREVENTION ORDER FOR THE CITY OF BASTROP.



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Consider action to approve the first reading of Ordinance No. 2024-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date, and move to include on the April 23, 2024, City Council consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2024 budget was approved by City Council on September 19, 2023. Since that approval, the City has identified minor corrections found after adoption and needs to implement various changes recommended by the City Manager.

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

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

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

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Edi McIlwain, Chief Financial Officer, recommends approval of the first reading of Ordinance No. 2024-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date, and move to include on the April 23, 2024, City Council consent agenda for a second reading.

ATTACHMENTS:

- Ordinance 2024-05
- Exhibit A
- All Funds Summary FY2024 – updated to reflect proposed amendments.

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2024 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 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 noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the th9 day of April 2024.

READ and ADOPTED on Second Reading on the 23rd day of April 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Budget Amendment #1: General Fund-Fleet & Facilities Expenditures

Original Budget	\$ 0
Personnel Costs	\$ 469,655
Supplies & Materials	\$ 17,457
Maintenance & Repairs	\$ 29,203
Contractual Services	\$ 3,313
New Total Expenditure	\$ 519,628

This budget amendment will reallocate \$519,628 to the newly created Fleet & Facilities Department from Public Works (Parks, Admin, Building Maintenance, and Streets & Drainage). The amendment includes two newly created positions, Fleet & Facilities Manager and an Executive Admin Assistant position. The amendment also transfers some employee salaries previously budgeted in other departments due to transfers. The newly created positions are funded, this year, in part, by salary savings as shown in Amendment #5.

Budget Amendment #2: General Fund-Public Works-Parks Expenditures**FY 2024 Budget Book (Pages 149-154)**

Original Budget	\$ 934,486
Operational Salary (101-18-19-5101)	\$ (43,275)
Social Security (101-18-19-5150)	\$ (3,300)
Retirement (101-18-19-5151)	\$ (5,800)
Group Insurance (101-18-19-5155)	\$ (12,700)
New Total Expenditure	\$ 869,411

A net reduction of \$65,075 in expenses. This budget amendment will reclass the Facilities & Grounds Superintendent position out of Parks Department into the newly created Fleet & Facilities Department as a Fleet & facilities Analyst to align with the reorganization chart.

Budget Amendment #3: General Fund-Public Works-Admin Expenditures**FY 2024 Budget Book (Pages 149-154)**

Original Budget	\$ 968,475
Operational Salary (101-18-10-5101)	\$ (38,437)
Social Security (101-18-10-5150)	\$ (2,937)
Retirement (101-18-10-5151)	\$ (5,217)
Group Insurance (101-18-10-5155)	\$ (3,409)
-New Total Expenditure	\$ 918,475

A net reduction of \$50,000. This budget amendment will reclass the Mechanic position out of Public Works Administration Department into the newly created Fleet & Facilities Department to align with the reorganization chart.

Budget Amendment #4: General Fund-Public Works-Building Maintenance Expenditures**FY 2024 Budget Book (Pages 149-154)**

Original Budget	\$ 474,575
Personnel Costs (101-18-20)	\$ (253,630)
Supplies & Materials (101-18-20)	\$ (17,457)
Maintenance & Repairs (101-18-20)	\$ (29,203)
Contractual Services (101-18-20)	\$ (3,313)
New Total Expenditure	\$ 170,972

A net reduction of \$303,603. This budget amendment will reallocate the remaining available budget from the Public Works-Building Maintenance Department into the newly created Fleet & Facilities Department to align with the reorganization chart.

Budget Amendment #5: General Fund-Public Works-Streets & Drainage Expenditures

FY 2024 Budget Book (Pages 149-151)

Original Budget	\$ 1,296,986
Operational Salary (101-18-15-5101)	\$ (79,350)
Social Security (101-18-15-5150)	\$ (6,100)
Retirement (101-18-15-5151)	\$ (10,800)
Group Insurance (101-18-15-5155)	\$ (4,700)
New Total Expenditure	\$ 1,196,036

A net reduction of \$100,950. This budget amendment will reallocate salary savings, due to vacant positions, into the newly created Fleet & Facilities Department to support newly created positions.

Summary:

Budget amendment #1 is an increase of \$519,628 and Budget amendments #2-5 are a reduction of \$519,628 with a total net \$0 impact.

Budget Amendment #6: General Fund-Revenue**FY 2024 Budget Book (Pages 63-64)**

Original Total Revenue Budget	\$ 16,808,664
Sale of Fixed Assets (101-00-00-4512)	\$ <u>178,000</u>
New Total Revenue	\$ 16,986,664

An increase in revenue due to proceeds from a sale of fixed assets of \$178,000. This budget amendment will increase revenue to offset the expenditures for proposed Budget Amendments 7 and 8, equaling \$178,000.

Budget Amendment #7: General Fund-Information Technology Expenditures**FY 2024 Budget Book (Pages 127-128)**

Original Budget	\$ 722,042
Operational Salary (101-07-00-5101)	\$ 56,000
Social Security (101-07-00-5150)	\$ 4,300
Retirement (101-07-00-5151)	\$ 7,500
Group Insurance (101-07-00-5155)	\$ <u>2,200</u>
New Total Expenditure	\$ 792,042

An increase of \$70,000. This budget amendment will allocate funds for a newly reclassified GIS Analyst to GIS Manager position.

Budget Amendment #8: General Fund-Finance - Utility Customer Service Expenditures**FY 2024 Budget Book (Pages 121-124)**

Original Budget	\$ 1,285,513
Office Rental (101-05-05-5402)	\$ 33,000
Capital Outlay (101-05-00-6000)	\$ <u>75,000</u>
New Total Expenditure	\$ 1,393,513

This is an increase of \$108,000. The above budget amendments will allocate the proceeds from the sale of fixed assets to cover expenditures related to the remodel of the downtown drive-thru location to support the relocation of the Utility Customer Service Department.

Summary:

Budget Amendment #6 is an increase in revenue of \$178,000 and amendments #7 & #8 are an increase in expenditure of \$178,000. A total net impact of \$0.

Budget Amendment #9: General Fund-Library Expenditures**FY 2024 Budget Book (Pages 155-157)**

Original Budget	\$ 884,571
Supplies (101-21-00-5201)	\$ 1,300
Books (101-21-00-5231)	\$ 3,000
Dues, Subscriptions, & Pub (101-21-00-5615)	\$ <u>2,300</u>
New Total Expenditure	\$ 891,171

This budget amendment will allocate funds from the Library Board Fund into the General Fund to cover additional expenditures resulting in a zero impact to the General Fund.

Budget Amendment #10: Library Board Fund Expenditures**FY 2024 Budget Book (Page 92)**

Original Budget	\$ 17,500
Supplies (505-81-00-5201)	\$ 1,300
Books (505-81-00-5231)	\$ 3,000
Dues, Subscriptions, & Pub (505-81-00-5615)	\$ <u>2,300</u>
New Total Expenditure	\$ 24,100

An increase in expenses of \$6,600. The budget amendment will allocate funds to the General Fund, using available fund balance, to cover additional operating expenditures on the line item shown above.

Summary:

Budget amendment #9 is an increase in expense of \$6,600, while the revenue is received from the Library Board Fund in an amount of \$6,600 for a net impact of \$0 to the General Fund.

Budget Amendment #11: General Fund – Police – Code Enforcement Expenditures**FY 2024 Budget Book (Pages 134-139)**

Original Budget	\$	102,063
Personnel Costs	\$	(56,600)
Supplies & Materials	\$	(3,000)
Maintenance & Repairs	\$	(2,250)
Contractual Services	\$	(15,600)
Other Charges	\$	<u>(2,950)</u>
New Total Expenditure	\$	21,663

This is a decrease in expenditures of \$80,400. This budget amendment will reallocate the remaining available budget to Development Services – Building Inspections to align with the reorganization chart.

Budget Amendment #12: Development Services Fund – Building Inspections Expenditures**FY 2024 Budget Book (Page 80-82)**

Original Budget	\$	562,328
Personnel Costs	\$	56,600
Supplies & Materials	\$	3,000
Maintenance & Repairs	\$	2,250
Contractual Services	\$	15,600
Other Charges	\$	<u>2,950</u>
New Total Expenditure	\$	642,728

This is an increase in expenditures of \$80,400. This budget amendment will reallocate the remaining available budget from the General Fund – Police - Code Enforcement Department into Building Inspections to align with the reorganization chart.

Summary:

Budget amendment #11 is a decrease in expenditure of \$80,400 and amendment #12 is an increase in expenditure of \$80,400. A total net impact of \$0.

Budget Amendment #13: Vehicle and Equipment Replacement Fund Expenditures**FY 2024 Budget Book (Pages 83-84)**

Original Budget	\$ 1,804,068
Equipment (380-00-00-6010)	\$ <u>120,000</u>
New Total Expenditure	\$ 1,924,068

This budget amendment is to appropriate phase one of adding security cameras to the parks to reduce vandalism, to protect city assets, as well as the public. Cameras would be placed in common areas as well as park entrances and exits. This budget amendment would be using the available fund balance meant for programs such as this.

Budget Amendment #14: Vehicle and Equipment Replacement Fund Balance

Vehicle and Equipment Replacement Fund Balance	
As of 03/31/2024	\$ 4,601,577
Equipment (380-00-00-6010)	\$ <u>(120,000)</u>
New Fund Balance	\$ 4,481,577

Summary:

Budget amendment #13 is an increase in expense of \$120,000 using available fund balance and budget amendment #14 shows the revised fund balance after being reduced by \$120,000.

Budget Amendment #15: Streets Maintenance Fund - Revenue**FY 2024 Budget Book (Page 100)**

Original Budget	\$ 810,000
Sales Tax (110-00-00-4006)	\$ <u>1,393,153</u>
New Total Revenue	\$ 2,203,153

This is an increase in revenue of \$1,393,153. This budget amendment will allocate anticipated revenue for the newly implemented street maintenance tax which went into effect April 2024. The amount of sales tax received by the Street Maintenance fund is 3/8 of 1 cent.

Budget Amendment #16: Bastrop Economic Development Corp Fund – Revenue**FY 2024 Budget Book (Pages 85-86)**

Original Budget	\$ 4,746,140
Sales Tax (601-00-00-4006)	<u>\$ (1,393,153)</u>
New Total Revenue	\$ 3,352,987

This is a decrease in revenue of \$1,393,153. This budget amendment will decrease revenue by \$1,393,153 because of the newly implemented street maintenance tax which went into effect April 2024. The amount of sales tax received by BEDC will now be 1/8 of 1 cent.

Budget Amendment #17: Bastrop Economic Development Corp Fund Expenditures**FY 2024 Budget Book (Pages 85-86)**

Original Intergovernmental Budget	\$ 50,000
Main St Program Support (601-70-00-5596)	<u>\$ (25,000)</u>
New Intergovernmental Total Expenditure	\$ 25,000

This is a decrease of \$25,000 in expenses. This amendment would unallocate previously appropriated funds from Bastrop Economic Development Fund into the Hotel Occupancy Tax Fund in support of Main Street Programs.

Budget Amendment #18: Hotel Occupancy Tax Fund - Revenues**FY 2024 Budget Book (Page 78-79)**

Original Intergovernmental Budget	\$ 50,000
BEDC Admin Services (501-00-00-4493)	<u>\$ (25,000)</u>
New Intergovernmental Total Revenue	\$ 25,000

This is a reduction in revenue of \$25,000. This amendment would unallocate previously appropriated funds from Bastrop Economic Development Fund into the Hotel Occupancy Tax Fund in support of Main Street Programs.

Budget Amendment #19: Hotel Occupancy Tax Fund - Revenues**FY 2024 Budget Book (Page 78-79)**

Original Motel/Hotel Tax (HOT) Revenue Budget	\$ 4,000,000
Motel/Hotel Tax Receipts (501-00-00-4007)	\$ <u>(750,000)</u>
New Motel/Hotel Tax Receipts Total Revenue	\$ 3,250,000

This is a reduction in revenue of \$750,000. This amendment would reduce the anticipated amount of Motel/Hotel tax receipts based on current data. This reduces HOT tax receipts budgeted number by 24% to align with trending HOT tax and sales tax actual receipts more closely.

Budget Amendment #20: Hotel Occupancy Tax Fund - Organizational Expenditures**FY 2024 Budget Book (Page 164-167)**

Original Destination Marketing Corp (DMO) Budget	\$ 1,293,700
Destination Marketing Corp (501-80-00-5576)	\$ <u>(282,500)</u>
New DMO Total Expenditure	\$ 1,011,200

This is a reduction of \$282,5000 in expenditures. Visit Bastrop's contract states the City will target 35% of HOT revenue minus the provision of payment satisfying the City's outstanding debt secured by HOT funds. This amendment also includes a reduction of \$20,000 for special event funding, from \$75,000 to \$55,000. The revised annual contribution, which includes \$55,000 for special event funding, is \$1,011,200.

Budget Amendment #21: Development Services Fund – Planning Expenditures

FY 2024 Budget Book (Page 80-82)

Original Budget	\$ 711,000
Professional Services (108-15-06-5505)	<u>\$ 137,000</u>
New Total Expenditure	\$ 848,000

This is an increase in expenditures of \$137,000. This budget amendment will allocate funds for Dial Development Services oversight of Valverde Phases 1 and 2 using available fund balance. The revenue, which would offset these expenditures, was received in FY 2023, so these dollars would be moved from Development Services Fund Balance. Previously, these amounts were assessed as part of Engineering in the General Fund. When Development Services was made a special revenue fund, these costs were to be included in an in-house staffer. However, we have been unsuccessful at recruitment.

Budget Amendment #22: Development Services Fund Balance

Development Services Fund Balance	
As of 03/31/2024	\$ 1,719,538
Professional Services (108-15-06-5505)	<u>\$ (137,000)</u>
New Fund Balance	\$ 1,582,538

Summary:

Budget amendment #21 is an increase in expense of \$137,000 using available fund balance and budget amendment #22 show the revised fund balance after being reduced by \$137,000.



STAFF REPORT

MEETING DATE: April 9, 2024

TITLE:

Consider and act on appointment to a Hotel Occupancy Tax Taskforce whose goal is to determine the highest and best use for hotel tax funds within the parameters set by the state of Texas.

AGENDA ITEM SUBMITTED BY:

Submitted by: Mayor Lyle Nelson

BACKGROUND/HISTORY:

At the March 26th council meeting, the City Council created an ad hoc Hotel Occupancy Tax force to determine and give council recommendation on the highest and best use of hotel occupancy funds.

The City Council liaisons are Councilmember Myer, Councilmember Plunkett, and Councilmember Lee.

The community appointees are Lee Harle, Irby Morvant, Olga Maystruk, and Debbie Denny.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve as submitted.

ATTACHMENTS:

1. None