

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



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**May 09, 2023**

**Regular City Council at 6:30 PM**

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*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.*

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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** - Gabriela Mora Macedo & Rebecca Bleibtreu – 6<sup>th</sup> Graders from Cedar Creek Intermediate School Student Council

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

- 3. INVOCATION** - Dustin Bartee, Senior Minister for Bastrop Christian Church

**4. PRESENTATIONS**

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing May 14-20, 2023, as National Police Week.

Submitted by: Ann Franklin, City Secretary

4E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 21-27, 2023, as Public Works Week.

Submitted by: Ann Franklin, City Secretary

4F. A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 13, 2023, as World Migratory Bird Day.

Submitted by: Ann Franklin, City Secretary

4G. Presentation of the FY2023 Quarterly Report for January through March of 2023.

Submitted by: Sylvia Carrillo, City Manager

4H. Presentation regarding the current status of legislation and its impact on the City.

Submitted by: Sylvia Carrillo, City Manager

**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](http://www.cityofbastrop.org/citizencommentform) at least two hours before the meeting starts on the requested date. Comments submitted by this time will be given to the City Council during the meeting and included in the public record, but not read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.*

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

**8. CONSENT AGENDA**

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

8A. Consider action to approve City Council minutes from the April 25, 2023, Regular Meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve the second reading of Ordinance No. 2023-13 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2020-09, Article 8.05, and providing an effective date.

Submitted by: Vicky Steffanic, Chief of Police

8C. Consider action to approve the second reading of Ordinance No. 2023-14, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 13, Article 13.02, Administration, providing for Pro Rate Reimbursements and cost sharing agreements for the extension of certain water and/or wastewater lines; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

Submitted by: Sylvia Carrillo, City Manager

8D. Consider action to approve Resolution No. R-2023-71 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gail Sheehan to Place 5 of the Parks Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

8E. Consider action to approve Resolution No. R-2023-74 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Chloe Brevelle to Place 6 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

8F. Consider action to approve Resolution No. R-2023-72 of the City Council of the City of Bastrop, Texas, approving the posting of a notice for a public hearing to consider land use assumptions and a capital improvement plan relating to future public hearings for the possible adoption of roadway impact fees.

Submitted by: Trey Job, Assistant City Manager

**9. ITEMS FOR INDIVIDUAL CONSIDERATION**

9A. Consider action on Resolution No. R-2023-73 of the City Council of the City of Bastrop, Texas, approving second amendment to the Development and Annexation Agreement between the City of Bastrop and Bastrop Colorado Bend, LLC, and authorizing the Mayor to execute the amendment on behalf of the City of Bastrop.

Submitted by: Sylvia Carrillo, City Manager

- 9B. Consider action to increase the budget in the Administration segment for Community Event Support by \$10,000 to cover increased permitting requirements by Texas Department of Transportation.  
Submitted by: Sylvia Carrillo, City Manager

**10. EXECUTIVE SESSION**

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

**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](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Friday, May 5, 2023, at 12:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin  
Ann Franklin, City Secretary



# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Mayor's Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

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

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

**ATTACHMENTS:**

1. PowerPoint

# *Mayor's Report*

## *May 9, 2023*



# Latest Activities

April 25 – May 4

Events in 2023: 167



# Planned Events

May 5 - 9

Item 4A.

- May 6
  - Election Day
  - Movies in the Park – Bike Night at the Park
- May 7
  - Adelton Grand Opening
  - Bastrop Opera House – Youth Performing Arts Academy Showcase
- May 8
  - Commissioner’s Court
  - Visit Bastrop 5<sup>th</sup> Birthday Party!
- May 9 – City Council Meeting





# Upcoming Events & City Meetings

Item 4A.

- May 9 - City Council Meeting
- May 10
  - CAPCOG Executive Committee Meeting
  - Capital Area Emergency Communications District Board of Managers
  - Costa Azul Mariscos y Micheladas Ribbon Cutting
- May 11
  - TML Small Town Conference (200 attendees!)
  - BCAD Town Hall – Faun Cullens(Council Chambers)
- May 12
  - TML Small Town Conference
  - Budget Meeting
- May 13
  - Hunters Crossing Open House
  - Mayor McShan’s National Prayer Event (Elgin)
- May 15
  - Brainwell Ribbon Cutting
  - BEDC Monthly Meeting
- May 16 –
  - Community Partner Support Meeting
  - Special Council Meeting (Canvass Vote)





# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

(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:** May 9, 2023

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

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

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (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:** May 9, 2023

**TITLE:**

Proclamation of the City Council of the City of Bastrop, Texas recognizing May 14-20, 2023 as National Police Week.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary





# PROCLAMATION



**WHEREAS**, citizens of Bastrop gather to recognize and honor our law enforcement officers for their faithful service and sacrifice while protecting our community and safeguarding our democracy; and

**WHEREAS**, there are more than 800,000 sworn law enforcement officers serving in communities across the United States, including the dedicated members of the Bastrop Police Department; and

**WHEREAS**, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in over 18,000 injuries; and

**WHEREAS**, since the first recorded death in 1791, more than 23,785 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including one member of the Bastrop Police Department; and

**WHEREAS**, in 2022, 245 fallen heroes throughout the Nation have been killed in the line of duty including 35 from the State of Texas; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Memorial in Washington, D.C., and the names of the heroic Texas Peace Officers are engraved on the Texas Peace Officer Memorial in Austin, Texas; and

**WHEREAS**, May 15<sup>th</sup> is designated as Peace Officer's Memorial Day, in honor of all fallen officers and their families and U.S. Flags should be flown at half-staff; and

**WHEREAS**, Congress has designated the calendar week that May 15<sup>th</sup> falls be known as National Police Week;

**NOW, THEREFORE**, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim May 15, 2023, through May 21, 2023 as:

## **POLICE OFFICER WEEK IN BASTROP, TEXAS**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 9<sup>th</sup> day of May 2023.

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Connie B. Schroeder, Mayor





# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 21-27, 2023, as Public Works Week.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary





# ROCLAMATION



**WHEREAS**, Public Works infrastructure, facilities, and services provided in our communities are an integral part of our citizens' health, safety, and well-being; and

**WHEREAS**, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees at all levels of government and the private sector, who are responsible for the planning, building, operation, and maintenance of transportation, water supply, water treatment, solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in our country to understand and appreciate public works programs in their communities; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are dependent upon the efforts and skill of public works officials; and

**WHEREAS**, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

**NOW, THEREFORE**, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim May 21-27, 2023 as:

## **PUBLIC WORKS WEEK**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Bastrop to be affixed this 9th day of May, 2023.

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Connie B. Schroeder, Mayor





# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 13, 2023, as World Migratory Bird Day.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary



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# ROCLAMATION



**WHEREAS**, World Migratory Bird Day (WMBD) is a campaign to raise awareness for the conversation of migratory birds and the habitats they live in; and

**WHEREAS**, This event is an awareness-raising campaign highlighting the need for the conservation of migratory birds and their habitats. It aims to draw attention to the threats faced by migratory birds, their ecological importance, and the need for international cooperation to conserve them; and

**WHEREAS**, The theme for WMBD 2023 is 'Birds Connect Our World'. The migratory routes of different animals covers a wide range of habitats. They cross contrasting landscapes and terrain that would not have any connection otherwise, such as deserts and oceans. WMBD 2023 will celebrate how birds connect these habitats as well as the people that live there too; and

**WHEREAS**, as the human population on earth grows, many of the most important stop-over and breeding sites for migratory birds are suffering as a result. The degradation of these areas around the world could have a devastating effect on migratory birds. So, as well as celebrating migration routes, this year's WMBD is also about raising awareness of the importance of protecting these key sites.

**NOW, THEREFORE**, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim May 13, 2023, as:

## WORLD MIGRATORY BIRD DAY

**IN WITNESS WHEREOF**, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 9<sup>th</sup> day of May, 2023.

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Connie B. Schroeder, Mayor



# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Presentation of the FY2023 Quarterly Report for January through March of 2023.

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, City Manager

**BACKGROUND/HISTORY:**

Review of the quarterly report in a revised digital format.

**FISCAL IMPACT:**

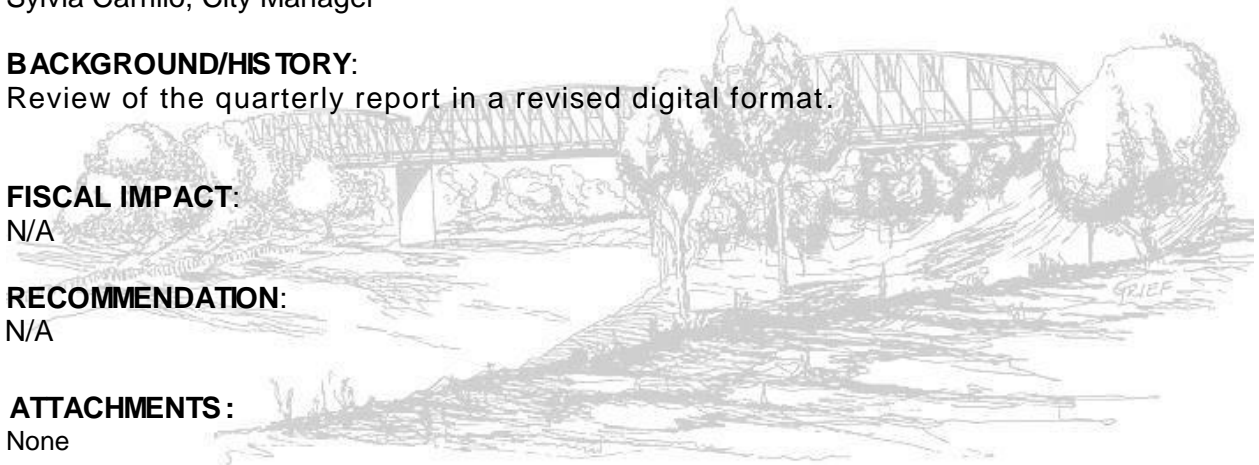
N/A

**RECOMMENDATION:**

N/A

**ATTACHMENTS :**

None





# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Presentation regarding the current status of legislation and its impact on the City.

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, City Manager

**BACKGROUND/HISTORY:**

Presentation by the Mayor and City Manager regarding current legislation and its impact to the City.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**ATTACHMENTS :**

None





# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Consider action to approve City Council minutes from the April 25, 2023, Regular Meeting.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

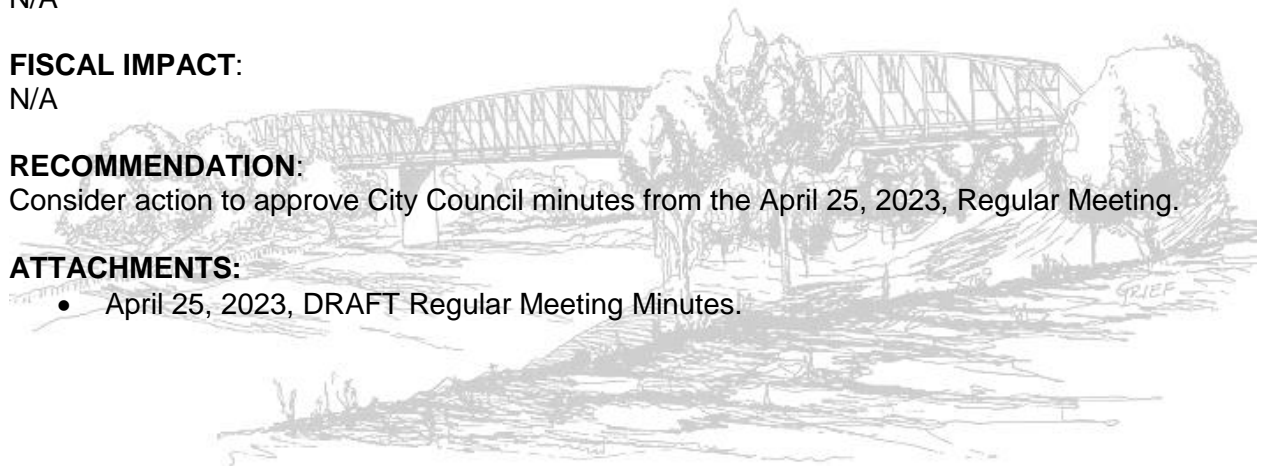
N/A

**RECOMMENDATION:**

Consider action to approve City Council minutes from the April 25, 2023, Regular Meeting.

**ATTACHMENTS:**

- April 25, 2023, DRAFT Regular Meeting Minutes.



## APRIL 25, 2023

The Bastrop City Council met in a regular meeting on Tuesday, April 25, 2023, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Plunkett, Crouch, and Kirkland. Officers present were: Assistant City Manager, Trey Job; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

Juan Ramirez and Arwyn Ayala, Bastrop High School YAC, YAB, Robotics & Band led the pledges.

**INVOCATION**

Ketrich Steger, Police Chaplain & Pastor for The Refuge, gave the invocation.

**PRESENTATIONS**

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 4, 2023, as Firefighter Day.  
Submitted by: Ann Franklin, City Secretary  
**The proclamation was read into record by Mayor Schroeder received by Chief Rosales; Lieutenant Morgan Lebaron; Firefighter Nate Tomlin; and Firefighter Gilbert Demieville.**

**CITIZEN COMMENTS-NONE****CONSENT AGENDA**

**A motion was made by Mayor Pro Tem Rogers to approve Items 8A, 8B, 8D, 8E, 8F, 8G, 8H, 8I, 8J, 8K, and 8L as listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Plunkett, motion was approved on a 4-0 vote. Council Member Lee was absent.**

- 8A. Consider action to approve City Council minutes from the April 11, 2023, Regular Meeting; April 17, 2023, Joint Council and BEDC Meeting; and April 19, 2023, Pre-Budget Planning Workshop.  
Submitted by: Ann Franklin, City Secretary
- 8B. Consider action to approve the second reading of Ordinance No. 2023-09 of the City Council of the City of Bastrop, Texas amending the City of Bastrop, Texas Code of Ordinances, Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention;

repealing conflicting provisions; providing for severability; proper notice and meeting; and establishing for an effective date.

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

- 8D. Consider action to approve Resolution No. R-2023-59 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with 71 Retail Partners LP for Bastrop Grove Section 3, Lots 9-19 as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.  
Submitted by: Trey Job, Assistant City Manager
- 8E. Consider action to approve Resolution No. R-2023-60 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with MC Bastrop 71, LP for Bastrop Grove Section 5, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.  
Submitted by: Trey Job, Assistant City Manager
- 8F. Consider action to approve Resolution No. R-2023-58 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities Bastrop, LLC for Colony MUD 1F Section 3 as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.  
Submitted by: Trey Job, Assistant City Manager
- 8G. Consider action to approve Resolution No. R-2023-57 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities Bastrop, LLC for Colony MUD 1D Section 5 as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.  
Submitted by: Trey Job, Assistant City Manager
- 8H. Consider action to approve Resolution No. R-2023-66 of the City Council of the City of Bastrop, Texas, awarding a contract for the update to the 2016 Comprehensive Plan to Halff Associates, Inc. in an amount not to exceed One Hundred Eighteen Thousand, Two Hundred Forty Dollars (118,240.00) hereby attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.  
Submitted by Trey Job, Assistant City Manager
- 8I. Consider action to approve the second reading of Ordinance No. 2023-12, of the City Council of the City of Bastrop, Texas, amending Chapter 1, Subdivision, Article 1.3 Platting Procedures, SEC. 1.3.006 Lots of Record of the City of Bastrop B3 Development Code by adding a section for existing lots of record who can receive administrative approval outside of the normal platting procedure.  
Submitted by: Sylvia Carrillo, City Manager

- 8J. Consider action to approve Resolution No. R-2023-70 of the City Council of the City of Bastrop, Texas, approving a temporary compensation increase for the City Manager while serving as interim director of the Bastrop Economic Development Corporation and authorizing the Mayor to execute an addendum to the City Manager's Employment Agreement on behalf of the City of Bastrop.  
Submitted by: Sylvia Carrillo, City Manager
- 8K. Consider action to approve the second reading of Ordinance No. 2023-10, of the City Council of the City of Bastrop, Texas, amending Article 2.4 Administration Sec. 2.4.001 Nonconforming Uses and Structures by adding that the intent of the provisions will not create a disparate impact to residents.  
Submitted by: Sylvia Carrillo, City Manager
- 8L. Consider action to approve Resolution No. R-2023-68 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement between the City of Bastrop and Bastrop County, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.  
Submitted by: Trey Job, Assistant City Manager

#### DISCUSSION ITEM

- 8C. Consider action to approve Resolution No. R-2023-65 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Kevin Mawby to Place 1 and Ron Castaneda to Place 9 of the Main Street Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.  
Submitted by: Ann Franklin, City Secretary  
**A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2023-65, seconded by Council Member Plunkett, motion was approved on a 4-0 vote. Council Member Lee was absent.**

#### ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2023-63 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Health, LLC dba PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-Two Thousand Three Hundred Thirty Four Dollars (\$32,334), authorizing the City Manager to execute all necessary documents, and providing for an effective date.  
Submitted by: Tracy Waldron, Chief Financial Officer  
**Presentation was made by Tracy Waldron, Chief Financial Officer**  
  
**A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2023-63, seconded by Council Member Kirkland, motion was approved on a 4-0 vote. Council Member Lee was absent.**

#### WORK SESSIONS/BRIEFINGS - NONE

#### STAFF AND BOARD REPORTS

- 6A. Receive presentation of Visit Bastrop mid-year report.  
**The presentation was made by Susan Smith, President/CEO Visit Bastrop.**



**ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED**

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

Submitted by: Trey Job, Assistant City Manager

**Presentation was made by Trey Job, Assistant City Manager**

**Public hearing opened.**

**Public hearing closed.**

**A motion was made by Council Member Plunkett to approve Resolution No. R-2023-67, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Council Member Lee was absent.**

**STAFF AND BOARD REPORTS CONTINUED**

- 6B. Receive presentation on the unaudited Monthly Financial Report and the Investment Report for the period ending March 31, 2023.

Submitted by: Tracy Waldron, Chief Financial Officer

**The presentation was made by Tracy Waldron, Chief Financial Officer.**

**ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED**

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

Submitted by: Tracy Waldron, Chief Financial Officer

**Presentation was made by Tracy Waldron, Chief Financial Officer**

**A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2023-50, seconded by Council Member Kirkland, motion was approved on a 4-0 vote. Council Member Lee was absent.**

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

Submitted by: Tracy Waldron, Chief Financial Officer

**Presentation was made by Tracy Waldron, Chief Financial Officer**

**A motion was made by Council Member Plunkett to approve Resolution No. R-2023-64, seconded by Council Member Kirkland, motion was approved on a 4-0 vote. Council Member Lee was absent.**

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

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

**Presentation was made by Alan Bojorquez, City Attorney.**

**A motion was made by Council Member Plunkett to approve the first reading of Ordinance No. 2023-14, if possible, bring back for second reading on May 9<sup>th</sup>, if there are minor changes place on consent or if further discussion is needed place in the individual consideration section, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Council Member Lee was absent.**

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

Submitted by: Vicky Steffanic, Chief of Police

**Presentation was made by Vicky Steffanic, Chief of Police**

**Public hearing opened.**

**Public hearing closed.**

**A motion was made by Mayor Pro Tem Rogers to approve the first reading of Ordinance No. 2023-13 removing section 8.05.002C and to include on the May 9, 2023, consent agenda for a second reading, seconded by Council Member Plunkett, motion was approved on a 4-0 vote. Council Member Lee was absent.**

**EXECUTIVE SESSION**

**The City Council met at 8:29 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

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

**Mayor Schroeder recessed the Executive Session at 8:49 p.m.**

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

No action taken.

**Adjourned at 8:49 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Mayor Connie Schroeder

City Secretary Ann Franklin

**The Minutes were approved on May 9, 2023, by Council Member Name's motion, Council Member Name's second. The motion was approved on a 5-0 vote.**



# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2023-13 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2020-009, Article 8.05, and removing Sec. 8.05.002C and providing an effective date.

**STAFF REPRESENTATIVE:**

Vicky Steffanic, Chief of Police

**BACKGROUND/HISTORY:**

Texas State Law requires that the City of Bastrop review our Minors Curfew ordinance every three years. The City of Bastrop adopted our first Minors Curfew ordinance in 1994 and was last adopted on April 28th, 2020. Most recently a review and public hearing were conducted on April 25<sup>th</sup>, 2023, determining that Sec. 8.05.002C needed to be removed.

**POLICY EXPLANATION:**

Texas State law, namely the local government code (section 370.002), requires that the City of Bastrop, while in an open meeting, review the City of Bastrop's Curfew for Minors ordinance every three years.

According to the local government code the City of Bastrop shall;

- review the ordinance's effects on the community and on problems the ordinance was intended to remedy;
- conduct public hearings on the need to continue the ordinance or order; and
- abolish, continue, or modify the ordinance or order.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Consider action to approve the second reading of Ordinance No. 2023-13 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2020-009, Article 8.05, and removing Sec. 8.05.002C and providing an effective date.

**ATTACHMENTS:**

- Ordinance 2023-13
- Updated Article 8.05 Minors Curfew Ordinance, Attachment "A"

**ORDINANCE NO. 2023-13**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONTINUING THE CURFEW, FOR MINORS, AS ESTABLISHED IN ORDINANCE 2020-009, ARTICLE 8.05, AND PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.**

**WHEREAS,** the City Council originally adopted a minors curfew ordinance in 1994 and most recently readopted said ordinance on April 28, 2020; and

**WHEREAS,** Texas Local Government Code Section 370.002 requires home-rule municipalities to review their minor's curfew ordinances every three years to determine the effects on the community and on problems the ordinance was intended to remedy; and

**WHEREAS,** Texas Local Government Code section 370.002 requires that the City Council conduct public hearings on the need to continue the ordinance or order and consider the efficacy of its regulations related to a curfew for minors in the City of Bastrop, and following the hearing to determine whether, in the judgement of the Council, it is in the best interest of the public safety, health and welfare to either continue, modify or abolish the curfew regulations set out in the City Code; and

**WHEREAS,** Chief Steffanic conducted a review of the minors curfew ordinance and presented her report regarding the curfew ordinance to the City Council; and

**WHEREAS,** the City Council deemed Sec. 8.05.002C needed to be removed; and

**WHEREAS,** the City Council accepted the findings in Chief Steffanic's report and acknowledged the recommended changes to the Curfew Ordinance No. 2023-13 on April 25th, 2023;

**WHEREAS,** the City Council has reviewed the effects of the City's minors curfew ordinance, codified as Article 8.05 in the City's Code of Ordinances, on the community and its effect on minors, crime and crime victims, in accordance with the Texas Local Government Code; and

**WHEREAS,** at a regularly scheduled meeting of the City Council, held on April 25th, 2023, the Council conducted a public hearing on the need to continue the ordinance or order and, at the conclusion of the hearing, after considering all information provided and testimony given, the Council found that it is in the best interest of the health, safety and welfare of the citizens of the City, to remove SEC 8.05.002C and continue the City's regulations related to a curfew for minors in the City of Bastrop, Texas.

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

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

**Section 2. READOPTION** Chapter 8, Article 8.05 of the City of Bastrop Code of Ordinances is hereby readopted, and Chapter 8, Article 8.05 shall continue to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment A.

**Section 3. REPEALER** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

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

**Section 5. CODIFICATION** The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**Section 6. EFFECTIVE DATE** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7. PROPER NOTICE & MEETING** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**READ & ACKNOWLEDGED** on First Reading on the 25th day of April 2023.

**READ & APPROVED** on Second Reading on the 9<sup>th</sup> day of May 2023.

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

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## ARTICLE 8.05 MINORS CURFEW

### Sec. 8.05.001 Definitions

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

*Curfew hours.*

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday, until 5:00 a.m. of the following day; and
- (2) 12:01 a.m. until 5:00 a.m. on any Friday or Saturday; and
- (3) During school hours on any Monday, Tuesday, Wednesday, Thursday, or Friday when Bastrop Independent School District public schools are in session.

*Custodian.* A person over the age of twenty-one (21) who is authorized or designated by a parent, guardian, or court of competent jurisdiction to supervise and control a minor.

*Emergency.* An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss which demands immediate action.

*Establishment.* Any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

*Guardian.*

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

*Minor.* Any person:

- (1) Ten (10) years of age or older and under seventeen (17) years of age; or
- (2) Seventeen (17) years of age or older and under eighteen (18) years of age.

*Operator.* Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

*Parent.* A person who is a natural parent, adoptive parent, or stepparent of the minor (excluding any person whose parental rights have been terminated in accordance with the Texas Family Code).

*Public place.* Any place in which the public or a substantial group of the public has access, but excluding areas where access is controlled by property owners and/or management by use of signs, policy or personnel. Public places may include but are not limited to, streets, highways, common areas beyond the exterior walls of school buildings, hospitals, apartment houses, office buildings, transport facilities, shops, and shopping centers.

*Remain.* To:

- (1) Linger or stay; or



- (2) Fail to leave premises when requested to do so by a peace officer or the owner, operator, or other person in control of the premises.

*Serious bodily injury.* Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)

### **Sec. 8.05.002 Offenses.**

- (a) A minor commits an offense if he knowingly remains, walks, runs, stands, drives, rides, or otherwise is present in, on or upon any public place, or any private place other than his place of residence, or on the premises of any establishment within the city during curfew hours.
- (b) A parent, guardian, or custodian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain, walk, run, stand, drive, ride, or otherwise be present in, on, or upon any public place or on the premises of any establishment within the city during curfew hours.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)

### **Sec. 8.05.003 Defenses.**

- (a) It is a defense to prosecution under section 8.05.002 that the minor was:
- (1) Accompanied by the minor's parent, guardian, or spouse, or custodian;
  - (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
  - (3) In a motor vehicle involved in interstate travel with the consent of the minor's parent, guardian, or custodian;
  - (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
  - (5) Involved in an emergency;
  - (6) On private property at which the minor resides or is present with consent of the parent, guardian, custodian, or spouse;
  - (7) Attending an official school, religious, or other recreational activity supervised by a person over the age of twenty-one (21) and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by a person over the age of twenty-one (21) and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor;
  - (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
  - (9) A minor who has had disabilities of minority removed in accordance with V.T.C.A., Family Code, ch. 31.
- (b) It is a defense to prosecution under section 8.05.002(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.
- (c) With respect to the school hours curfew only (see section 8.05.001, definition of "curfew hours," subsection (3)), it is a defense that the school which the minor attends was not in session, that the minor is a high school

graduate or has equivalent certification, that the minor is on an excused absence from his or her place of schooling, or that the minor is participating in a work-study program which requires the minor to be off campus during school hours.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)

#### **Sec. 8.05.004 Enforcement procedures.**

All enforcement procedures adopted by the police department shall be in compliance with the provisions of the Texas Family Code.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)

#### **Sec. 8.05.005 Penalties.**

- (a) Any minor violating this division shall be guilty of a class C misdemeanor.
- (b) Any other person violating this division shall be guilty of a class C misdemeanor, which shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00).
- (c) When required by V.T.C.A. Family Code, § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 8.05.002 of this division and shall refer the minor to juvenile court.

(Ord. No. 2019-56 , § 2(Att. B), 11-26-19; Ord. No. 2020-09 , § 2(Att. A), 4-28-20)



# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2023-14, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 13, Article 13.02, Administration, providing for Pro Rate Reimbursements and cost sharing agreements for the extension of certain water and/or wastewater lines; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

As part of the toolbox available to the City to incent economic development investment by the private sector, cities can create a pro-rata reimbursement and cost sharing ordinance that allows the private sector to recoup costs associated with offsite improvements such as water and sewer.

For example, this ordinance will allow a developer who installs more than 1 mile of offsite wastewater lines to their site, to be reimbursed a portion of the cost of that line as more users tie onto the line. The City will collect a pro-rata share and an impact fee at connection. A portion of this will be retained by the city and a portion will be paid back to the development community.

This model allows a partnership approach to development in areas the city is not prepared or funded to serve in an immediate time frame.

This ordinance will also allow the Bastrop Economic Development Corporation the ability to incent development while recouping the costs for infrastructure that was part of the incentive agreement.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve the Ordinance

**ATTACHMENTS:**

Ordinance

CITY OF BASTROP, TX  
ORDINANCE NO. 2023-14

**PRO RATA REIMBURSEMENTS & COST SHARING FOR UTILITY LINES**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 13, ARTICLE 13.02, ADMINISTRATION, PROVING FOR PRO RATE REIMBURSEMENTS AND COST SHARING AGREEMENTS FOR THE EXTENSION OF CERTAIN WATER AND/OR WASTEWATER LINES; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.**

**WHEREAS**, pursuant to Texas Local Government Code Sections 214.013, 552.001, and 552.017, the City Council of the City of Bastrop (City Council) has general authority to construct and operate water and wastewater systems; and

**WHEREAS**, pursuant to Texas Local Government Code Section 51.072, as a Home Rule City the City of Bastrop has the full power of local self-government; and

**WHEREAS**, pursuant to Section 2.01 of the Bastrop Home Rule Charter, the City has the power to enter into contracts; and

**WHEREAS**, the City Council finds that the ability to enter into certain agreements is in the best interest of the City; and

**WHEREAS**, the City Council finds the attached ordinance provisions to be reasonable and necessary.

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

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

**Section 2. Amendment:** Chapter 13, Article 13.02, Section 13.02.012 of the Bastrop Code of Ordinances is hereby created, and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

**Section 3. Repealer:** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby

repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

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

**Section 5. Codification:** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**Section 6. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED on *First Reading*** by the City Council of the City of Bastrop, on this, the 25<sup>th</sup> day of April 2023.

**PASSED & APPROVED on *Second Reading*** by the City Council of the City of Bastrop, on this, the 9<sup>th</sup> day of May 2023.

**APPROVED:**

by: \_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

**City of Bastrop****Code of Ordinances****Chapter 13: Utilities****ARTICLE 13.02 Water and Wastewater Rates and Charges**

The Code of Ordinances is amended by creating Section 13.02.012 and inserting the following language:

**Section 13.02.012****Pro Rata Cost Sharing Agreement for extension of water and wastewater mains.**

- (a) The city may enter into pro rata cost sharing agreements with owners and/or developers of property (developers) for the construction and/or extension of water and/or wastewater mains, and for any oversize mains developers are required to construct, both within and outside the city limits as set forth herein.
- (b) A developer shall make application for proposed water or wastewater line extension (line extension) and/or construction of oversize mains to the director of public works and shall supply all necessary information (e.g., maps, diagrams, engineering reports,.) concerning the site of the extension or of the construction of oversize mains, as may be required. The developer shall pay to the city an application fee as established in the City's Fee Schedule.
- (c) Upon compiling all necessary and required information, the director of public works shall submit to the city manager a preliminary plan and cost estimate for the line extension or construction of oversize main. The developer's proposed line extension or construction of oversize main may be approved or disapproved by the city council. If approved, the city manager is authorized to execute a written contract with the property owner pursuant to terms and conditions agreed to by the city council and by this section.
- (d) The city will participate in the cost of any oversize main developers are required to construct, by purchasing the excess capacity in the main at the oversize cost of the main. The determination of the director of public works of the size of main necessary to adequately serve the subdivision, and the necessary degree of oversizing, shall be final. Oversize cost will be based upon the evaluated cost estimates provided by the city's engineers and will be paid after acceptance of the oversize main by the city.

- (e) A contract for Pro Rata Cost Sharing (which may include an agreement for water or wastewater main extension, the construction of oversize main, or city's purchase of excess capacity in the main at the oversize cost of the main shall be approved as to form by the city attorney and shall be made subject to all city policies and conditions, which may include but not be limited to the following:
- (1) All necessary mains, lines, fire hydrants, gate valves manholes, lift stations and other fittings or ancillary components needed to provide the developer with service to water or wastewater (line extension improvements), and city's determination of the size of main necessary to serve the subdivision adequately, shall be furnished and installed at the cost of the developer. All work shall be under the direction of the city engineer and the director of public works, or as otherwise agreed;
  - (2) The pipe diameter of any main to be extended shall be determined by the city engineer and the director of public works;
  - (3) No extension of any main or service line shall be laid except in a dedicated street, public road or approved easement. Each line extension improvement of a water main line shall terminate with a fireplug and each extension of a sewer main shall terminate at a manhole unless otherwise approved by the director of public works or city engineer.
  - (4) Such line extension improvements shall become the property of the city immediately upon their installations, and the city shall have full control, management and jurisdiction of such line extension improvements; and
  - (5) The city shall receive all revenues for water or wastewater service provided through such line extension.
- (f) The developer making such extension may be entitled to reimbursement of up to but not to exceed the costs of materials and installation of such extension main, from the point of connection to an existing main to the developer's property, but not including any portion of such extension main across, along, or adjacent to the developer's property. Any such reimbursement shall be paid only out of funds received for such reimbursement as herein provided.
- (1) Upon completion of any such line extension, the developer shall furnish to the director of public works satisfactory evidence as to the actual cost of such extension. The amount of such costs as finally determined by the director of public works shall be conclusive for the purpose of reimbursement under this section. The costs may include administration, engineering and legal costs directly associated with the developer's application and contract.
  - (2) For each service connection made to any such line extension by an individual water or wastewater user for a single-unit family dwelling or for each single-unit business (as distinguished from a connection by an owner or developer of an addition or subdivision, an apartment project, multi-unit dwelling project or

commercial user of any type), the individual user so connecting shall, upon application and in addition to the usual service connection charge, pay to the city the sum prescribed from time to time by separate ordinance, allowing for the developer's reimbursement.

- (3) For each service connection made to such extension by an owner or developer of an addition or subdivision, an apartment project, multi-unit dwelling project or a commercial user of any type, the party making such connection shall, upon application and in addition to the usual service charge, pay to the city a connection fee based on one-half of the cost per foot of such extension multiplied by the number of feet of such owner's or developer's property fronting on such extended main, or one-half of the cost per foot of such extension multiplied by the length of one side of a square equal in area to such owner's or developer's property, whichever is greater.
- (4) When any such taps as are provided for in subsections (2) and (3) above are completed during the reimbursement period, the payments therein provided for (exclusive of the regular service-connection charges) shall be refunded to the developer making such extension as a partial reimbursement of such party's costs as set out in the section. Such reimbursements shall be made annually and shall be limited to payments received by the city within ten years from the date such water extension main is completed ("reimbursement period"), The completion date shall be determined by the director of public works, which date as so established shall be conclusive.
- (5) Any developer making a line extension that is a lateral extension to another extension made as hereinabove set out (but not a tap on the extension), and which lateral extension is made to serve property not fronting or adjacent to the main to which such owner is connecting, shall be entitled to reimbursement on the same basis as the owner making such original extension, provided such owner shall also be obligated to pay to the city the reimbursement charges on the extended main to which such owner is connecting, on the same basis as is provided in subsections (b) and (c) above, whichever is applicable.
- (6) Before any reimbursement is made, there shall be a written contract between the city and developer pursuant to and in accordance with this section.
- (g) Any resolution approving a developer's agreement that allows a pro rata reimbursement provision with a developer who has paid for installation of either a water or wastewater extension line, pursuant to this section, shall set forth the legal property description of each lot or tract affected by such agreement and the amount of costs to be reimbursed upon connection to the line by each property owner affected, and shall be recorded in the Official Public Records of Bastrop County, Texas. The ordinance shall, by its own terms, expire and be of no further effect upon the expiration of the seven-year contractual reimbursement period.
- (h) This section shall not prohibit the city council from assessing benefiting property owners a portion of the cost of any water or wastewater extension pursuant to state



law or ordinances passed pursuant to the power granted to a home rule city, in lieu of a developer's agreement.

- (i) A developer who disputes the determination of the pro rata share, may appeal to the city manager. If developer is not satisfied at the determination of the city manager, developer may appeal that determination to the city council in accordance with Texas Local Government Code § 212.904.

Cty Atty Alan B.

Draft "D" Redlined

May 3, 2023

CITY OF BASTROP, TX  
ORDINANCE NO. 2023-\_\_

**PRO RATA REIMBURSEMENTS & COST SHARING FOR UTILITY LINES**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 13, ARTICLE 13.02, ADMINISTRATION, PROVING FOR PRO RATE REIMBURSEMENTS AND COST SHARING AGREEMENTS FOR THE EXTENSION OF CERTAIN WATER AND/OR WASTEWATER LINES; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.**

**WHEREAS,** pursuant to Texas Local Government Code Sections 214.013, 552.001, and 552.017, the City Council of the City of Bastrop (City Council) has general authority to construct and operate water and wastewater systems; and

**WHEREAS,** pursuant to Texas Local Government Code Section 51.072, as a Home Rule City the City of Bastrop has the full power of local self-government; and

**WHEREAS,** pursuant to Section 2.01 of the Bastrop Home Rule Charter, the City has the power to enter into contracts; and

**WHEREAS,** the City Council finds that the ability to enter into certain agreements is in the best interest of the City; and

**WHEREAS,** the City Council finds the attached ordinance provisions to be reasonable and necessary.

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

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

**Section 2. Amendment:** Chapter 13, Article 13.02, Section 13.02.012 of the Bastrop Code of Ordinances is hereby created, and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

**Section 3. Repealer:** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in

Cty Atty Alan B.

Draft "D" Redlined

May 3, 2023

conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

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

**Section 5. Codification:** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**Section 6. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED on First Reading** by the City Council of the City of Bastrop, on this, the 25<sup>th</sup> day of April 2023.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the 9<sup>th</sup> day of May 2023.

**APPROVED:**

by: \_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

Cty Atty Alan B.

Draft "D" Redlined

May 3, 2023

Attachment "A"

**City of Bastrop**  
**Code of Ordinances**  
**Chapter 13: Utilities**

**ARTICLE 13.02 Water and Wastewater Rates and Charges**

The Code of Ordinances is amended by creating Section 13.02.012 and inserting the following language:

**Section 13.02.012**

**Pro Rata Cost Sharing Agreement for extension of water and wastewater mains.**

- (a) The city may enter into pro rata cost sharing agreements with owners and/or developers of property (developers) for the construction and/or extension of water and/or wastewater mains, and for any oversize mains developers are required to construct, both within and outside the city limits as set forth herein.
- (b) A developer shall make application for proposed water or wastewater line extension (line extension) and/or construction of oversize mains to the director of public works and shall supply all necessary information (e.g., maps, diagrams, engineering reports,.) concerning the site of the extension or of the construction of oversize mains, as may be required. The developer shall pay to the city an application fee as established in the City's Fee Schedule.
- (c) Upon compiling all necessary and required information, the director of public works shall submit to the city manager a preliminary plan and cost estimate for the line extension or construction of oversize main. The developer's proposed line extension or construction of oversize main may be approved or disapproved by the city council. If approved, the city manager is authorized to execute a written contract with the property owner pursuant to terms and conditions agreed to by the city council and by this section.
- (d) The city will participate in the cost of any oversize main developers are required to construct, by purchasing the excess capacity in the main at the oversize cost of the main. The determination of the director of public works of the size of main necessary to adequately serve the subdivision, and the necessary degree of oversizing, shall be final. Oversize cost will be based upon the evaluated cost estimates provided by the city's engineers and will be paid after acceptance of the oversize main by the city.

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Cty Atty Alan B.

Draft "D" Redlined

May 3, 2023

(e) A contract for Pro Rata Cost Sharing (which may include an agreement for water or wastewater main extension, the construction of oversize main, or city's purchase of excess capacity in the main at the oversize cost of the main, shall be approved as to form by the city attorney and shall be made subject to all city policies and conditions, which may include but not be limited to the following:

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(1) All necessary mains, lines, fire hydrants, gate valves manholes, lift stations and other fittings or ancillary components needed to provide the developer with service to water or wastewater (line extension improvements), and city's determination of the size of main necessary to serve the subdivision adequately, shall be furnished and installed at the cost of the developer. All work shall be under the direction of the city engineer and the director of public works, or as otherwise agreed;

(2) The pipe diameter of any main to be extended shall be determined by the city engineer and the director of public works;

(3) No extension of any main or service line shall be laid except in a dedicated street, public road or approved easement. Each line extension improvement of a water main line shall terminate with a fireplug and each extension of a sewer main shall terminate at a manhole unless otherwise approved by the director of public works or city engineer.

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(4) Such line extension improvements shall become the property of the city immediately upon their installations, and the city shall have full control, management and jurisdiction of such line extension improvements; and

(5) The city shall receive all revenues for water or wastewater service provided through such line extension.

(f) The developer making such extension may be entitled to reimbursement of up to but not to exceed the costs of materials and installation of such extension main, from the point of connection to an existing main to the developer's property, but not including any portion of such extension main across, along, or adjacent to the developer's property. Any such reimbursement shall be paid only out of funds received for such reimbursement as herein provided.

(1) Upon completion of any such line extension, the developer shall furnish to the director of public works satisfactory evidence as to the actual cost of such extension. The amount of such costs as finally determined by the director of public works shall be conclusive for the purpose of reimbursement under this section. The costs may include administration, engineering and legal costs directly associated with the developer's application and contract.

(2) For each service connection made to any such line extension by an individual water or wastewater user for a single-unit family dwelling or for each single-unit

Cty Atty Alan B.

Draft "D" Redlined

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business (as distinguished from a connection by an owner or developer of an addition or subdivision, an apartment project, multi-unit dwelling project or commercial user of any type), the individual user so connecting shall, upon application and in addition to the usual service connection charge, pay to the city the sum prescribed from time to time by separate ordinance, allowing for the developer's reimbursement.

- (3) For each service connection made to such extension by an owner or developer of an addition or subdivision, an apartment project, multi-unit dwelling project or a commercial user of any type, the party making such connection shall, upon application and in addition to the usual service charge, pay to the city a connection fee based on one-half of the cost per foot of such extension multiplied by the number of feet of such owner's or developer's property fronting on such extended main, or one-half of the cost per foot of such extension multiplied by the length of one side of a square equal in area to such owner's or developer's property, whichever is greater.
- (4) When any such taps as are provided for in subsections (2) and (3) above are completed during the reimbursement period, the payments therein provided for (exclusive of the regular service-connection charges) shall be refunded to the developer making such extension as a partial reimbursement of such party's costs as set out in the section. Such reimbursements shall be made annually and shall be limited to payments received by the city within ten years from the date such water extension main is completed ("reimbursement period"), The completion date shall be determined by the director of public works, which date as so established shall be conclusive.
- (5) Any developer making a line extension that is a lateral extension to another extension made as hereinabove set out (but not a tap on the extension), and which lateral extension is made to serve property not fronting or adjacent to the main to which such owner is connecting, shall be entitled to reimbursement on the same basis as the owner making such original extension, provided such owner shall also be obligated to pay to the city the reimbursement charges on the extended main to which such owner is connecting, on the same basis as is provided in subsections (b) and (c) above, whichever is applicable.
- (6) Before any reimbursement is made, there shall be a written contract between the city and developer pursuant to and in accordance with this section.
- (g) Any resolution approving a developer's agreement that allows a pro rata reimbursement provision with a developer who has paid for installation of either a water or wastewater extension line, pursuant to this section, shall set forth the legal property description of each lot or tract affected by such agreement and the amount of costs to be reimbursed upon connection to the line by each property owner affected, and shall be recorded in the Official Public Records of Bastrop County, Texas. The ordinance shall, by its own terms, expire and be of no further effect upon the expiration of the seven-year contractual reimbursement period.

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Draft "D" Redlined

May 3, 2023

- (h) This section shall not prohibit the city council from assessing benefiting property owners a portion of the cost of any water or wastewater extension pursuant to state law or ordinances passed pursuant to the power granted to a home rule city, in lieu of a developer's agreement.
- (i) A developer who disputes the determination of the pro rata share, may appeal to the city manager. If developer is not satisfied at the determination of the city manager, developer may appeal that determination to the city council in accordance with Texas Local Government Code § 212.904.

DRAFT



# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-71 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gail Sheehan, Place 5 of the Parks Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

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

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Recommend approval of Resolution No. R-2023-71 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gail Sheehan, Place 5 of the Parks Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**ATTACHMENTS:**

- Resolution



**RESOLUTION NO. R-2023-71**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF GAIL SHEEHAN TO PLACE 5 OF THE PARKS BOARD, AS REQUIRED IN SECTION 3.08 OF THE CITY’S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, Mayor Connie Schroeder has appointed Gail Sheehan to Place 5 of the Parks Board; and

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

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

**Section 1:** That Mayor Connie Schroeder has appointed Gail Sheehan to Place 5 of the Parks Board; and

**Section 2:** That the City Council of the City of Bastrop confirms Mayor Schroeder’s appointment of Gail Sheehan to Place 5 of the Parks Board.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 9<sup>th</sup> day of May 2023.

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-74 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Chloe Brevette to Place 6 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

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

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Recommend approval of Resolution No. R-2023-74 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Chloe Brevette to Place 6 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**ATTACHMENTS:**

- Resolution

**RESOLUTION NO. R-2023-74**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF CHLOE BREVELLE TO PLACE 6 OF THE CULTURAL ARTS COMMISSION, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, Mayor Connie Schroeder has appointed Chloe Brevelle to Place 6 of the Cultural Arts Commission; and

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

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

**Section 1:** That Mayor Connie Schroeder has appointed Chloe Brevelle to Place 6 of the Cultural Arts Commission; and

**Section 2:** That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Chloe Brevelle to Place 6 of the Cultural Arts Commission.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 9<sup>th</sup> day of May 2023.

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-72 of the City Council of the City of Bastrop, Texas, approving the posting of a notice for a public hearing to consider land use assumptions and a capital improvement plan relating to future public hearings for the possible adoption of roadway impact fees.

**AGENDA ITEM SUBMITTED BY:**

Trey Job, Assistant City Manager

**BACKGROUND/HISTORY:**

The last Master Transportation Plan was adopted in 2016 as part of and in conjunction with the City of Bastrop's 2036 Comprehensive Plan. The transportation plan was updated again as part of the adoption of the Bastrop Building Block Code to include a gridded street network.

A Transportation Master Plan is a long-range planning document used to guide the development of a community's transportation system. The purpose of the plan is to ensure the future transportation network meets the travel needs of the growing region for all modes of travel, including walking, bicycling, driving, and public transportation.

It is recommended that the City of Bastrop periodically review and update the plan to ensure the plan reflects the most up-to-date information regarding growth and development trends, as well as community goals. As we continue to grow, we will also be updating our comprehensive plan and future land use map.

This resolution is required per Texas Local Government Code Title 12, Subtitle C, Sec. 395.042.

**RECOMMENDATION:**

Assistant City Manager Job recommends approval of Resolution No. R-2023-72.

**ATTACHMENTS:**

- Resolution R-2023-72

**RESOLUTION NO. R – 2023-72**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS AND A CAPITAL IMPROVEMENT PLAN RELATING TO FUTURE PUBLIC HEARINGS FOR THE POSSIBLE ADOPTION OF ROADWAY IMPACT FEES**

**WHEREAS**, Texas Local Government Code (the “Code”), Chapter 395 governs financing capital improvements in municipalities; and

**WHEREAS**, on October 25, 2022, City Council authorized the preparation of a Roadway Impact Fee Study (“Study”); and

**WHEREAS**, the Study is being developed with the intent to implement a roadway impact fee for the City of Leander in accordance with Chapter 395 of the Code; and

**WHEREAS**, the Land Use Assumptions (“LUAs”) and Capital Improvements Plan (the “Plan”) to be considered in the Study, were completed by the professional engineering firm of Kimley Horn and Associates; and

**WHEREAS**, Sec. 395.042 of the Code requires a municipality to conduct a public hearing to consider LUAs and the Plan relating to possible adoption of roadway impact fees.

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

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

**Section 2.** A public hearing shall be held during the regularly scheduled council meeting on June 13, 2023, at 6:30 p.m. regarding the LUAs and the Plan relating to the possible imposition of a roadway impact fee.

**Section 3.** This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov’t. Code and the City Charter.

**Section 4.** It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 9<sup>th</sup> day of May 2023.

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Consider action on Resolution No. R-2023-73 of the City Council of the City of Bastrop, Texas, approving second amendment to the Development and Annexation Agreement between the City of Bastrop and Bastrop Colorado Bend, LLC, and authorizing the Mayor to execute the amendment on behalf of the City of Bastrop.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**BACKGROUND/HISTORY:**

A second amendment to the development agreement is presented for council consideration. The modification to the amendment stems from the removal of incentives from the Bastrop Economic Development Corporation (BEDC) and the City of Bastrop to the project. Instead, the City of Bastrop and the BEDC will create a joint area development plan to install infrastructure that will not only serve the Colorado Bend project, but also serve many more businesses in the area and allow for a recapture of the BEDC investment via pro-rata share.

As structured, the agreement states:

- 1) Game fence is allowed up to the property line with the following caveats:
  - a. Applicant will dedicate the ROW for 10 years. If the City Master Transportation Plan is amended or the City deems it not necessary, the ROW reverts back to Colorado Bend
  - b. Should a street be needed, the City will construct, however, Colorado Bend MUST build the wall to match the berm/fence/beautification to match the Lovers Lane portion.
- 2) The city will NOT waive impact fees or permit fees.
- 3) Fallback positions for alternate water/sewer/fire protection are allowed, and a temporary certificate of occupancy can be granted, so long as the appropriate permits by TCEQ, etc are in place. Colorado Bend MUST tie on within 12 months of water and sewer being available at the time they are available. For example, if water is available on Dec 1, 2023, you must tie on by Dec 1, 2024, even if both water and sewer are not available at the same time.
- 4) The City will work on a Capital Improvement project with the Bastrop Economic Development Corporation to build the water and waste water lines. Colorado Bend WILL be required to pay the impact fee at tie on.
- 5) Colorado Bend or other traffic shall have NO ACCESS off of Segment 1. Any gate that exists will need to be removed and no access will be granted.
- 6) Queuing off of Lovers Lane will not be allowed, thus the setback on the site plan is very important at each entrance on Lovers Lane to prevent additional traffic congestion issues on Lovers Lane. A minimum of a 150 setback off Lover's Lane onto the site is required.
- 7) The City will endeavor to complete the project within 16 months of the notice to proceed (NOI)

- 8) Expedited permit and plan review will occur and comments provided within 21 days of an approved submittal.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve the second amendment to the Development Agreement

**ATTACHMENTS :**

Resolution & Revised Agreement



## CITY OF BASTROP

## RESOLUTION NO. R-2023 - 73

**BASTROP COLORADO BEND  
DEVELOPMENT AGREEMENT****A RESOLUTION OF THE CITY OF BASTROP, TEXAS,  
APPROVING SECOND AMENDMENT TO THE  
DEVELOPMENT AND ANNEXATION AGREEMENT  
BETWEEN THE CITY OF BASTROP AND BASTROP  
COLORADO BEND, LLC, AND AUTHORIZING THE  
MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF  
THE CITY OF BASTROP**

**WHEREAS,** the City of Bastrop and the property owner Bastrop Colorado Bend, LLC (Owner) entered into that certain Development and Annexation Agreement (the "Original Agreement") on or about June 22, 2021 regarding development and annexation of certain property described in the Agreement adopted by City Resolution No. R-2021-57; and

**WHEREAS,** the City and Owner agreed to the First Amendment to the Development and Annexation Agreement (the "First Amendment") on or about July 12, 2022, approved by City Resolution No. R-2022-56; and

**WHEREAS,** the City and Owner desire to modify the Original Agreement as revised by the First Amendment (collectively referred to herein as the "Agreement") to account for changes in circumstances and to provide additional clarification of the Parties' respective responsibilities; and

**WHEREAS,** Section 12.02 of the Original Agreement allows for an amendment to the Agreement provided that the written amendment is approved by the City Council of the City and executed by the Parties.

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

**Section 1:** The City Council hereby approves the Second Amendment modifying the Original Agreement as revised by the First Amendment (*attached*).

**Section 2:** The City Council authorizes the Mayor to execute the Second Amendment on behalf of the City.

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

**DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 9<sup>th</sup> day of May 2023.**

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

## SECOND AMENDMENT TO THE DEVELOPMENT AND ANNEXATION AGREEMENT

This Second Amendment to the Development and Annexation Agreement (this “**Second Amendment**”) is made and entered into by and between the City of Bastrop, a Texas home-rule municipal corporation (the “**City**”), and Bastrop Colorado Bend, LLC, a Texas limited liability company (“**Owner**”). The City and the Owner are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The Parties hereby contract, covenant and agree as follows.

### RECITALS

**WHEREAS**, the City and Owner entered into that certain Development and Annexation Agreement (the “**Original Agreement**”) on or about June 22, 2021 regarding development and annexation of certain property described in the Agreement adopted by City Resolution No. R-2021-57; and

**WHEREAS**, the City and Owner agreed to the First Amendment to the Development and Annexation Agreement (the “**First Amendment**”) on or about July 12, 2022, approved by City Resolution No. R-2022-56; and

**WHEREAS**, the City and Owner desire to modify the Original Agreement as revised by the First Amendment (collectively referred to herein as the “**Agreement**”) to account for changes in circumstances and to provide additional clarification of the Parties’ respective responsibilities; and

**WHEREAS**, Section 12.02 of the Original Agreement allows for an amendment to the Agreement provided that the written amendment is approved by the City Council of the City and executed by the Parties.

**NOW, THEREFORE**, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the terms and conditions of this Second Amendment, the Parties agree to modify the Original Agreement as *previously revised* by the First Amendment as follows:

**A. Exhibits.** Exhibit “**B**” to the Agreement is hereby deleted and replaced by a new Exhibit “**B**” attached to this Second Amendment as “**Attachment One**”. Exhibit “**C**” to the Agreement is hereby deleted. All references in the Agreement to “Informational Land Plan”, specifically in Sections 2.01 and 4.01(a), are deleted and have no further effect. Exhibit “**H**” to this Agreement is hereby deleted.

**B.** Section 3.04 of the Agreement is hereby amended to read as follows:

**Initial Structures.** Notwithstanding the foregoing, City acknowledges that Owner intends to build a metal building of up to 40,000 square feet and a barn with stables, a 2,500-3,000

square-foot private residence for Owner’s use along with accompanying OSSF and water well improvements, and two (2) one acre (1-acre) Backlots (as defined in Section 4.05(c)) (collectively referred to herein as the “**Initial Improvements**”) for purposes of storage, property management and maintenance, the existing farm/ranch operation, residential (private), and Backlots for temporary props and sets. Owner intends to continue farm and ranch activities on the Property until such time as the Project is fully built out. Provided that the Initial Improvements are related to such provided purposes, some or all of the Initial Improvements may be constructed on the Property through the appropriate permit process and will not require an approved site plan or be considered Development Commencement triggering the annexation provisions of Section 3.01. The Initial Improvements shall only require those City approvals, if any, that are otherwise normally required for projects on land located within the ETJ. Following annexation, any permits required by the City for the two Backlots shall be waived as long as a permit application has been submitted with Bastrop County and is actively in review prior to approval of annexation, and Owner demonstrates appropriate drainage, fire flow, and accounts for impervious cover. The installation or erection of Temporary Structures (as defined below) on the Backlots (regardless of the status of a site plan including the Backlots) shall be constructed, assembled, installed, disassembled, and removed with an expedited temporary permit issued by the City as provided in Section 4.05(b). Notwithstanding the foregoing, if construction of the first phase of the Project is not initiated by December 1, 2023, the Backlots constructed as Initial Improvements must terminate any use of the Backlots related to filming until the public improvements related to traffic are complete as described in Section 4.12, or at such time the City determines the traffic improvements are sufficient to manage the traffic generated by the Project.

C. Section 4.03(b) of the Agreement is hereby amended to read as follows:

The Concept Plan hereby approved by the City is also approved for use as an exhibit for the Zoning Concept Scheme required by the City Code. To complete the zoning application to be submitted to the City for final zoning of the Property upon annexation, the Zoning Concept Scheme shall include details regarding the public frontage plan along Lovers Lane (“**Public Frontage Plan**”). When determining the base standards, the Public Frontage Plan shall align with the intent of the City Code and B3 Technical Manual Standards and include the proposed privacy fencing to be constructed adjacent to Lovers Lane as shown on **Exhibit “B”**. The Public Frontage Plan, in detailing the privacy fencing and wall along Lovers Lane, shall describe the extent that native stone materials, street lighting, and landscaping will be incorporated into the design. Until such time as the Perimeter Roadway is constructed, Owner shall erect an eight-to-ten foot fence with vertical live vegetative screening along the current boundary of the Property within the future location of the Perimeter Roadway. The installed fence along the Perimeter Roadway shall consist of galvanized, solid-knot wire game fence with metal t-posts and metal corner, line and stretch posts (“**Metal Fencing**”). Crawling, vertical vegetation will be installed along the Metal Fencing in a manner that encourages attachment to the Metal Fencing to provide visual screening. Owner agrees to remove, at Owner’s sole expense, the Metal Fencing from the dedicated right of way for the Perimeter Roadway immediately following notice from the City of the intent to initiate construction of the Perimeter Roadway. Upon the City’s

completion of construction of the Perimeter Roadway, Owner shall, along the new boundary of the Property after dedication of right of way for the Perimeter Roadway, erect privacy fencing and wall substantially similar to that built along Lovers Lane.

- D.** Section 4.08 of the Agreement is hereby amended to read as follows:

**Plat Approvals.** Approval of a final plat and site plans shall be deemed to also be an update of the Concept Plan. Final Plats shall only be approved if they are consistent with this Agreement and meet the Applicable Regulations.

- E.** Section 4.09 of the Agreement is hereby repealed in its entirety.

*This section is intentionally deleted.*

- F.** Section 4.12(b)(i) of the Agreement is hereby amended to read as follows:

**Perimeter Roadway.** Owner shall dedicate, by final plat or separate instrument, (i) a fifty-five and half (55.5) foot wide public right of way along the boundary of the Property (“**Perimeter Roadway**”) in accordance with the City’s Transportation Plan and (ii) the width of right of way necessary to total forty (40) feet from the center line of Lovers Lane along Lovers Lane adjacent to the Property, as depicted in **Exhibit “G”** (collectively, “**Dedicated ROW**”). City agrees to diligently pursue necessary approvals, including those that might be required from other interested state agencies, for removal of the Perimeter Roadway from the City’s Master Transportation Plan. If the Perimeter Roadway is removed from the Master Transportation Plan prior to dedication, Owner is released from any obligation for right of way dedication for the Perimeter Roadway. If the Perimeter Roadway is removed from the Master Transportation Plan any time after dedication of any segment of the Perimeter Roadway or the City deems that the right of way no longer needed for a future roadway, the City shall vacate such right of way dedication and reconvey that property to the Owner. Furthermore, in the event the Perimeter Roadway is not removed from the Master Transportation Plan and the City does not complete construction of the Perimeter within ten (10) years of the Effective Date of this Second Amendment, the City shall vacate any right of way dedication for the Perimeter Roadway and reconvey that property to the Owner. The waiver and vacation of right of way provided under this section is limited to the Project described in and approved by the Original Agreement (as may be amended).

The only access points for the Project shall be on Lovers Lane as shown on the Concept Plan. The minimum setback for any gated entrances or affiliated guard shacks shall be one hundred fifty feet (150’) from the public right of way to allow vehicular queuing. Vehicular queuing is prohibited on Lovers Lane. Access will be prohibited from Margies Way. The Project shall not be required to construct additional access points for fire or other purposes, provided that the two points of access on Lovers Lane as shown on the Concept Plan are completed.

- G.** Section 4.12(b)(ii) of the Agreement is hereby repealed in its entirety.

*This section is intentionally deleted.*

H. Section 4.12(b)(iii) of the Agreement is hereby amended to read as follows:

**Traffic Mitigation.** The City and Owner agree that the Dedicated ROW shall satisfy all rough proportionality requirements under City Code for Owner's traffic mitigation or new transportation improvements that are required to accommodate the additional traffic demands created by the Project as proposed herein and in the TIA under full buildout. No additional payments or traffic improvements will be required of Owner by the City as long as there is no increase in intensity or density of the proposed Project and the Project is constructed in accordance with an approved site plan that aligns with this Agreement and the TIA.

I. Section 4.12(d) of the Agreement is hereby amended to read as follows:

**Transportation Master Plan.** Concurrently with consideration of the Annexation Petition by the City Council, the City will approve an amendment to the City Transportation Master Plan. The amendment is reflective of roadways depicted on the Concept Plan and specifically includes provisions that (1) the proposed bridge across the Colorado River on the west side of the Property be relocated to outside the boundaries of the Property and (2) the roadway grids shown with the Property shall be eliminated in favor of private internal roadway network as provided by this Agreement. The internal roadways cannot be used to subdivide the property into smaller parcels without public street access or a Major Amendment to the Agreement.

J. Section 5.01 of the Agreement is hereby amended to read as follow:

**Project Facilities and Public Facilities.** Owner will finance (if applicable), design, construct and install all on-site water facilities, wastewater facilities, streets (subject to Section 4.12), drainage facilities and other amenities and improvements required within the Property to develop the Project ("**Project Facilities**") at Owner's sole cost and expense. Owner shall design and construct and install the Project Facilities in compliance with the Applicable Regulations (including, but not limited to, the posting of fiscal security and payment for fee-in-lieu as appropriate), the plans and specifications approved by the City, and good engineering practices. All lighting within the Project shall comply with applicable City Code. The "**Public Facilities**" shall consist of the Water Line Project and the Wastewater Line Project described in Section 5.02 and 5.03 below. The City will finance and construct the Public Facilities as capital improvement projects.

K. Section 5.02 of the Agreement is hereby amended to read as follows:

**Water Line Project.** The "**Water Line Project**" consists of approximately ten thousand eight hundred (10,800) linear feet of twelve-inch (12") water main and associated appurtenances, including approximately two hundred fifty (250) linear feet of twenty-four-inch (24") encasement pipe installed by bore, necessary to provide water service to the Property from the existing water line located at the City limits on Lovers Lane. The City shall take all necessary steps to establish the Water Line Project as a capital improvement project and shall construct the Water Line Project accordingly at its own expense. Owner agrees to transfer all right, title, and interest in the active plans and designs for the Water Line Project to the City and the City agrees to promptly and diligently pursue final approval

of the plans and to fully construct and install the Water Line Project within sixteen (16) months of the City's issuance of the Notice to Proceed.

L. Section 5.03 of the Agreement is hereby amended to read as follows:

**Wastewater Line Project.** The “**Wastewater Line Project**” consists of twelve (12) inch diameter wastewater gravity line and, as may be necessary, an offsite force main and lift station, and all the appurtenant facilities and equipment, necessary to provide wastewater service to the Property. The City shall take all necessary steps to establish the Wastewater Line Project as a capital improvement project and shall construct the Wastewater Line Project accordingly at its own expense. Owner agrees to transfer all right, title, and interest in the active plans and designs for the Wastewater Line Project to the City and the City agrees to promptly and diligently pursue final approval of the plans and to fully construct and install the Wastewater Line Project within sixteen (16) months of the City's issuance of the Notice to Proceed.

M. Section 5.04 of the Agreement is hereby amended to read as follow:

**Modification of Public Facilities.** At the City's discretion, the size and/or design of the Water Line Project and/ or the Wastewater Line Project may be adjusted as may be necessary to accommodate anticipated development in the surrounding area. However, in no event shall the Water Line Project and/or the Wastewater Line Project be modified in a manner that will interfere with the availability of necessary and adequate service for the Project as established in Section 7.01.

N. Section 5.06 of the Agreement is hereby amended to read as follows:

**Timely Construction.** Owner shall design, construct, install and obtain City acceptance of the Project Facilities in accordance with the terms and conditions of this Agreement. In the event the Public Facilities are not timely constructed as provided herein, Owner may exercise the options outlined in Section 6.04. Construction of the Public Facilities will not impact the timing or approval of the final plat (if applicable) of land out of the Property or the issuance of a certificate of occupancy as long as the Project is being served with adequate utilities through the utilization of Gap Services (as defined below).

O. Section 6.02 of the Agreement is hereby amended to read as follows:

**Public Facilities Costs and Expenses.** City shall construct and finance the Public Facilities to service the Project. In the event the City fails to complete the Public Facilities in a timely manner as provided herein, Owner may elect to assume the City's obligation to construct, and request reimbursement from the City at the City's discretion for some portion of the costs associated with the design, contract negotiation, installation, construction, and other associated expenses of the Public Facilities.

P. Section 6.03 of the Agreement is hereby repealed in its entirety.

*This section is intentionally deleted.*

Q. Section 6.04 of the Agreement is hereby amended to read as follows:

**Owner's Options Regarding the Public Facilities.**

- (a) In the event the City fails to timely complete the Public Facilities as provided herein, Owner may elect to (1) pump and haul necessary utilities from the City's plant, serve the Project with water (and meet fire flow) by private well or river water intake, and/or serve the Project (and meet fire flow) from available utilities in Tahitian Village ("**Gap Services**") in compliance with applicable regulations; or (2) assume the obligation to complete the Public Facilities and request reimbursement from the City at the City's discretion for costs and expenses associated with completion of the Public Facilities.
- (b) In the event Owner elects to utilize Gap Services, such use of the Gap Services shall be allowed by the City with issuance of necessary permits by Texas Commission on Environmental Quality and other required regulatory entities. Owner shall connect the City's water and/or wastewater system within twelve (12) months of receiving notice from the City that the Water Line Project and/or Wastewater Line Project is complete and that necessary and adequate water and/or wastewater service is available for the Project. Connection to either the water or wastewater system must be made regardless of the availability of the other service. For example, purposes only, if the Wastewater Line Project is still under construction, but the Owner receives notice from the City on December 1, 2023, that the Water Line Project is complete, Owner must successfully connect to the City's water system by December 1, 2024 and may continue using Gap Services for sewer until such time as the Wastewater Line Project is complete.
- (c) In the event the Owner elects to complete the Public Facilities, the City agrees that all of City's right, title, and interest in the plans and specifications, designs, easements, and improvements acquired, produced or installed in aid of or necessary for completing such Public Facilities by the City or its engineers or contractors before such default shall become Owner's and, in such event, the City will provide all necessary documentation to the Owner within five (5) business days of the Owner's request. To ensure that the Owner has all necessary rights to the plans and specifications for the Public Facilities and any other engineering services in the event of a default, City hereby assigns all its rights, title, and interest in the professional services agreements necessary for completion of the Public Facilities, expressly conditioned on City's default. The City agrees that the Owner will have the right to use such plans and specifications to complete the Public Facilities.

R. Section 7.01 of the Agreement is hereby amended to add subsections (f) and (g) to read as follows:



**Additional City Agreements.** The City hereby agrees: ...

(f) To engage and utilize the services of third-party plan reviewers and inspectors on an expedited basis to process and administer permit applications submitted by the Owner in accordance with this Agreement.

(g) To compile all review comments to Owner in a Master Report that is provided to Owner within twenty-one (21) days of Owner's submittal of an application that is administratively complete.

**S.** Section 7.02(c) of the Agreement is hereby amended to read as follows:

**Additional Owner Agreements.** Owner hereby agrees: ...

The City's fees and charges currently provided for in the Applicable Regulations may be amended by the City from time to time, and Owner, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, except as may be otherwise provided in this Agreement. The City's fees and charges that apply to the above shall be those in effect at the time the application is submitted to the City. Nothing herein shall be construed as a release or waiver by the City of Owner's obligations to pay then-current Impact Fees as per applicable City policies.

**T. General Provisions.**

- 1. Interpretation of this Second Amendment.** This Second Amendment supersedes all prior agreements and understandings (oral and written) between the Parties with respect to the subject matter hereof to the extent in conflict therewith. The provisions of this Second Amendment, including, without limitation, all exhibits attached to this Second Amendment, are hereby incorporated into and made a part of the Agreement. As modified in this Amendment, the terms and conditions of the Agreement shall continue in full force and effect.
- 2. Counterparts.** This Second Amendment may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (*e.g.*, .PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- 3. Severability.** The provisions of this Second Amendment and the Agreement, as amended, are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Second Amendment and the Agreement and the application of such word, phrase, clause, sentence, paragraph,

section, or other part of this Second Amendment and the Agreement to other persons or circumstances shall be not be affected thereby.

4. **Effective Date.** The Effective Date of this Second Amendment is the date upon which it is finally executed by the Parties.

*[Signature pages follow]*



**OWNER:**

BASTROP COLORADO BEND, LLC,  
a Texas limited liability company

by: \_\_\_\_\_  
Alton Butler, Manager

**THE STATE OF** \_\_\_\_\_

§

**COUNTY OF** \_\_\_\_\_

§

§

This instrument was acknowledged before me on this, the \_\_\_\_ day of \_\_\_\_\_ 2023,  
by **Alton Butler**, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on  
behalf of said limited liability company for the purposes set forth herein.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



# STAFF REPORT

**MEETING DATE:** May 9, 2023

**TITLE:**

Consider action to increase the budget in the Administration segment for Community Event Support by \$10,000 to cover increased permitting requirements by Texas Department of Transportation.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**BACKGROUND/HISTORY:**

Community Support programming includes many special events where the Texas Department of Transportation (TXDOT) requires a permit, specifically where a parade route will cross Main and Chestnut streets.

Historically, the City has not been consistent in applying for a permit. Recent discussions with TXDOT has necessitated the need for this practice to be formalized and improved coordination with all agencies.

The permit cost includes public safety components such as staffing, barricades, cones, etc that were not originally included in the adopted budget.

This agenda item seeks to add to the Administration segment of the Community Engagement budget to cover those unexpected costs for the special events. During this budget year, we will not only include the cost, but also improve the process and coordination effort.

**FISCAL IMPACT:** \$10, 000 to the General Fund

Administration					
Personnel Costs	\$63,728	\$302,074	\$301,971	\$224,657	-25.6%
Supplies & Materials	\$7,317	\$9,600	\$9,300	\$10,100	5.2%
Occupancy	\$1,203	\$900	\$900	\$900	0%
<b>Contractual Services</b>	<b>\$113,771</b>	<b>\$12,500</b>	<b>\$10,700</b>	<b>\$13,000</b>	<b>4%</b>
Other Charges	\$14,669	\$19,968	-\$17,481	\$171,823	760.5%
<b>Total Administration:</b>	<b>\$200,689</b>	<b>\$345,042</b>	<b>\$305,390</b>	<b>\$420,480</b>	<b>21.9%</b>

**RECOMMENDATION:**

Approve the additional expense.

**ATTACHMENTS :**

Previously adopted budget documents. Pages 141-144 in the link [shown here](#)

Or by visiting <https://www.cityofbastrop.org/page/open/6068/0/FY2022%20-%202023%20Budget.pdf>.

# Community Engagement

## WHY?

Build a strong community that our citizens form pride of place.

## Expenditures Summary

**\$1,165,514** **\$246,081**  
 (26.76% vs. prior year)

## Significant Base Budget Changes for FY 2023

### RECREATION

This personnel budget includes one (1) new position for the Recreation Director. This position is required to increase service delivery around recreation and park programming, including our commitments to the Parks Master Plan and Emile Mutli-cultural project. The Other Charges category increased for park programming, which was previously reported in the Parks division budget.

### COMMUNICATION

The personnel costs were increased with a reclassification of the Digital Media Designer to a Communication Technical Specialist.

This budget includes an increase in advertising costs grouped under the Other Charges category.

### ADMINISTRATION

The Personnel Cost category decreased with the transfer of the Customer Service Specialist to the City Manager's budget.

The Other Charges category includes community event funding, community support funding, and administrative support reimbursement from other funds for services provided (-\$336,227) along with travel and training, dues, and advertising.

### Community Event Funding \$237,000 (FY 2022 \$202,000)

Christmas Lighting	\$177,000
Fireworks (July)	\$30,000
Juneteenth	\$10,000
Homecoming	\$20,000

### Community Support Funding

This proposed budget includes \$122,000 for organizational funding and \$32,550 for PHI Medical contract for air transport, a benefit to city residents.

## Community Support Requests & Approved Funding

<b>CITY OF BASTROP</b>					
<b>COMMUNITY SUPPORT FUNDING REQUESTS FY2022-2023</b>					
<b>Organization</b>	<b>FY20-21 APPROVED FUNDING</b>	<b>FY21-22 APPROVED FUNDING</b>	<b>FY22-23 REQUESTED FUNDING</b>	<b>FY21-22 APPROVED FUNDING</b>	<b>FY22-23 APPROVED FUNDING</b>
Austin Habitat for Humanity, Inc.	\$ 12,000	\$ 12,000	\$ 15,000	\$ 12,000	\$ 10,000
Bastrop County Child Welfare Board	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -
Bastrop County Emergency Food Pantry (incl NIBBLES prog.)	\$ 33,658	\$ 33,685	\$ 33,658	\$ 33,685	\$ 33,000
Bastrop County First Responders	\$ 15,841	\$ 17,277	\$ 17,500	\$ 17,277	\$ 17,500
Bastrop County Long Term Recovery Team	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Bastrop County Women's Shelter, Inc. - Family Crisis Center	\$ 10,000	\$ 9,500	\$ 12,000	\$ 9,500	\$ 10,000
Bastrop Prayer and Healing Room	\$ -	\$ -	\$ 13,750	\$ -	\$ -
Bastrop Pregnancy Resource Center	\$ 8,000	\$ 7,500	\$ 15,650	\$ 7,500	\$ 7,500
Children's Advocacy Center of Bastrop County	\$ 7,000	\$ 8,000	\$ 15,000	\$ 8,000	\$ 9,000
Combined Community Action, Inc.	\$ 7,000	\$ 8,000	\$ 10,000	\$ 8,000	\$ 8,000
Court Appointed Special Advocate of Bastrop County (CASA)	\$ 7,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000
Feed The Need	\$ 7,000	\$ 8,000	\$ -	\$ 8,000	\$ -
In the Streets-Hands Up High Ministry	\$ -	\$ 8,000	\$ 15,000	\$ 8,000	\$ 8,000
<b>TOTAL</b>	<b>\$ 119,499</b>	<b>\$ 131,962</b>	<b>\$ 167,558</b>	<b>\$ 131,962</b>	<b>\$ 122,000</b>

## Expenditures by Division

Name	FY2021 Actual	FY2022 Adopted Budget	FY2022 Projected	FY2023 Budgeted	FY2022 Adopted Budget vs. FY2023 Budgeted (% Change)
Expenditures					
Community Services					
Community Engagement					
Recreation					
Personnel Costs	\$0	\$110,000	\$106,688	\$237,334	115.8%
Supplies & Materials	\$0	\$23,300	\$18,050	\$22,100	-5.2%
Occupancy	\$0	\$1,700	\$1,500	\$2,500	47.1%
Contractual Services	\$0	\$105,500	\$95,500	\$93,000	-11.8%
Other Charges	\$0	\$8,500	\$8,000	\$19,000	123.5%
<b>Total Recreation:</b>	<b>\$0</b>	<b>\$249,000</b>	<b>\$229,738</b>	<b>\$373,934</b>	<b>50.2%</b>
Communication					
Personnel Costs	\$170,925	\$270,091	\$270,896	\$305,412	13.1%
Supplies & Materials	\$6,979	\$11,100	\$9,300	\$10,000	-9.9%
Maintenance & Repairs	\$4,893	\$9,500	\$9,500	\$9,000	-5.3%
Occupancy	\$4,976	\$6,350	\$6,350	\$5,500	-13.4%
Contractual Services	\$1,847	\$18,000	\$18,000	\$20,000	11.1%
Other Charges	\$5,736	\$10,350	\$8,850	\$21,188	104.7%
<b>Total Communication:</b>	<b>\$195,355</b>	<b>\$325,391</b>	<b>\$322,896</b>	<b>\$371,100</b>	<b>14%</b>
Administration					
Personnel Costs	\$63,728	\$302,074	\$301,971	\$224,657	-25.6%
Supplies & Materials	\$7,317	\$9,600	\$9,300	\$10,100	5.2%
Occupancy	\$1,203	\$900	\$900	\$900	0%
Contractual Services	\$113,771	\$12,500	\$10,700	\$13,000	4%
Other Charges	\$14,669	\$19,968	-\$17,481	\$171,823	760.5%
<b>Total Administration:</b>	<b>\$200,689</b>	<b>\$345,042</b>	<b>\$305,390</b>	<b>\$420,480</b>	<b>21.9%</b>
<b>Total Community Engagement:</b>	<b>\$396,044</b>	<b>\$919,433</b>	<b>\$858,024</b>	<b>\$1,165,514</b>	<b>26.8%</b>
<b>Total Community Services:</b>	<b>\$396,044</b>	<b>\$919,433</b>	<b>\$858,024</b>	<b>\$1,165,514</b>	<b>26.8%</b>
<b>Total Expenditures:</b>	<b>\$396,044</b>	<b>\$919,433</b>	<b>\$858,024</b>	<b>\$1,165,514</b>	<b>26.8%</b>



## Goal #1

**COMMUNICATION** - enhances quality engagement by increasing community newsletter subscribers to promote effective and efficient communication.

Measure: # of subscribers

Actual FY2021	Goal FY2022	Projected FY2022	Goal FY2023
239	200	250	500

## Goal #2

**ECONOMIC VITALITY** - increase Downtown visitors by education, encouraging, and assisting stakeholders, partners, and businesses with developing data-driven initiatives to enhance tourism and economic vitality for the Main Street Program District.

Measure: # of visits

Actual FY2021	Goal FY2022	Projected FY2022	Goal FY2023
not available	not available	303.7 K	5% Increase

## Police Department

### WHY?

To encourage, promote, and improve the next generation of law enforcement officers.

### Expenditures Summary

**\$4,024,885** **\$336,357**  
(9.12% vs. prior year)

### Significant Base Budget Changes for FY 2023

This department is made up of 5 divisions to better track the personnel and expenses for different initiatives.

The personnel costs in all divisions have increased by overall compensation adjustments implemented in FY 2022 and explained in the personnel changes overview.

#### ADMINISTRATION

The Administration Division is gaining one (1) FTE. This position of Evidence Technician is an enhancement to the division and is explained in detail in the enhancement section of this document. The other increases are in the uniforms, travel and training, and vehicle maintenance line items. This budget includes an increase in the transfer to the Vehicle/Equipment Replacement Fund to cover the new leased vehicles. In FY 2023 we are adding 7 additional vehicle leases. This is a 50% increase in expense.

#### CODE ENFORCEMENT/ANIMAL CONTROL

No significant changes.

#### CID

No significant changes.

#### PATROL

The most significant increase was in the uniform line item. There is a \$15,000 salary savings amount built into this division.

#### CRIME PREVENTION

No significant changes.