

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



January 10, 2023
Regular City Council Meeting at 6:30 PM

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

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

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

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE** - Nelle Salinas and Sophia Morales, Cedar Creek Middle School Student Council

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

- 3. INVOCATION** - Ketrich Steger, Pastor of The Refuge

4. PRESENTATIONS

- 4A. Mayor's Report

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

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

[4D.](#) City Attorney's Report

[4E.](#) A proclamation of the City Council of the City of Bastrop, Texas, recognizing January 16, 2023, as Dr. Martin Luther King, Jr. Day.

Submitted by: Ann Franklin, City Secretary

[4F.](#) Presentation of Lost Pines Christmas Parade Winners.

Submitted by: Kathy Danielson, Special Event Manager

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

6. **STAFF AND BOARD REPORTS**

[6A.](#) Receive presentation of the Strategic Budget Planning Calendar for Fiscal Year 2023-2024.

Submitted by: Tracy Waldron, Chief Financial Officer

[6B.](#) Receive presentation on the unaudited Monthly Financial Report for the period ending November 30, 2022.

Submitted by: Tracy Waldron, Chief Financial Officer

7. **CITIZEN COMMENTS**

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

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the December 13, 2022, Regular meeting; December 20, 2022, Special meeting; and January 3, 2022, Special meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve Resolution No. R-2023-04 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of David Barrow to Place 9 of the Planning & Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

8C. Consider action to approve the second reading of Ordinance No. 2022-16 of the City Council of the City of Bastrop, Texas, updating the Bastrop Code of Ordinances, adding Chapter 13, Article 13.13, Entitled "Licensing Agreement for Attachments to Utility Facilities"; adding Section 13.13.001, "General Provisions"; adding Section 13.13.002 "Standard Licensing Agreement for Attachments to Utility Facilities"; and providing for: findings of fact, enactment, enforcement, repealer and severability, establishing an effective date, proper notice and meeting.

Submitted by: Tracy Waldron, Chief Financial Officer

8D. Consider action to approve the second reading of Ordinance No. 2022-28 to adopt the 2023 Schedule of Uniform Submittal Dates for Site Plans, Place Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A.

Submitted by: Jennifer C. Bills, Director of Planning & Development

8E. Consider action to approve Resolution No. R-2023-07 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to accept a grant from the U.S. Department of Justice's FY2023 General Victim Assistance Grant Program for a Victim's Assistant Specialist at a total cost of Sixty-Two Thousand three hundred seventy-six dollars and eighty-seven cents (\$62,376.87) with no matching funds from the City of Bastrop; authorizing the Chief of Police or Interim Chief of Police as the Grantee's Authorized Official; providing for a repealing clause; and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

8F. Consider action to approve Resolution No. R-2023-03 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Merrique Deschamault to Place 10 and Debora Acosta to Place 12 of the Youth Advisory Council, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

8G. Consider action to approve Resolution No. R-2023-01 of the City Council of the City of Bastrop, Texas, approving the City of Bastrop Public Library Circulation Policy, attached as Exhibit A; providing for bi-annual review; providing for a repealing clause; and establishing an effective date.

Submitted by: Bonnie Pierson, Library Director

8H. Consider action to approve Resolution No. R-2023-08 of the City Council of the City of Bastrop, Texas, approving a change order with O.R. Colan Associates LLC in the amount of Forty-one thousand dollars and zero cents (\$41,000.00); authorizing the City Manager to execute all necessary documents; providing for findings of fact, repealer, and severability; establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve Resolution No. R-2023-06 of the City Council of the City of Bastrop, Texas, establishing priorities for the 88th Legislative Session in Texas, and authorizing the Mayor, Mayor Pro-Tem, City Manager, and City Attorney to communicate with the Office of the Governor and Texas Legislature on behalf of the City of Bastrop, Texas.

Submitted by: Sylvia Carrillo, City Manager

9B. Consider action to approve Resolution No. R-2023-02 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 6, 2023, General Election for Bastrop, Texas; and providing an effective date.

Submitted by: Ann Franklin, City Secretary

9C. Consider action to approve Resolution No. R-2023-05 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 6, 2023, General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

Submitted by: Ann Franklin, City Secretary

10. EXECUTIVE SESSION

10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding pending legal matter Cause No. 1:20-cv-00317-LY-DH in U.S. District Court .

10B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding law related to Request for Proposals for Municipal Solid Waste Collection and Disposal Services.

10C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding communications with parties represented by legal counsel and engaged in actual or threatened litigation.

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

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, January 5, 2023, at 5:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: January 10, 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:



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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CITY MANAGER REPORT

MEETING DATE: January 10, 2023

Items to Highlight

- 1) Solid waste survey
On October 31, 2022, the Solid Waste survey went live. We had a total of 65 responses to the survey. Most respondents were happy with the service and did not want to pay additional dollars for composting or other services. As a result, the City Manager recommendation will be to cancel the pending RFP until 2024.
- 2) Christmas in Bastrop recognition
https://www.youtube.com/watch?v=C_QJG1Pvi_w
- 3) Ad hoc development services group
The group continues its biweekly meetings and have submitted information to the City Manager who will begin discussions with staff.
- 4) Development Services Process Consultant
George Arimes, Intelligent Consulting, begins work with the staff on January 6, 2022. He will be in Bastrop on January 24th to meet the Council and the development group and other stakeholders during the information gathering phase. During the 4-month period of Mr. Arimes' engagement, the Planning and Building staff will report to the City Manager.
- 5) Financial Liability/Fraud
An updated financial procedure update will be provided to the Council on January 24th to include additional procedures and processes that will further strengthen our ability to detect and prevent loss due to fraud.
- 6) Election
The scheduled date to canvass the election and seat any new members of the city council will be on May 16, 2023.
- 7) County 1445 Agreement
Negotiations continue with the County on the interlocal agreement regarding standard for development in the ETJ. A meeting for January 12 has been set with the city and county to continue to attempt to reach a resolution.
- 8) Legal update
The city attorney to provide a legal update to the Council in Executive Session.

9) State of the City

The Mayor will deliver the state of the City in person on March 24th at 6pm at the Bastrop Convention Center. Also, included in the program will be a “roast” of outgoing Mayor Schroeder. Save the date invitations will be sent on January 15.

10) Christmas Lighting

We recognize that Christmas lighting was less than phenomenal this year. Staff is reviewing the contract and expects to bring back an improved lighting plan for the 2023 Christmas season.

11) Trashcans in the Downtown Area

New trashcans will go out on Monday, Tuesday, & Wednesday.





STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

City Attorney's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

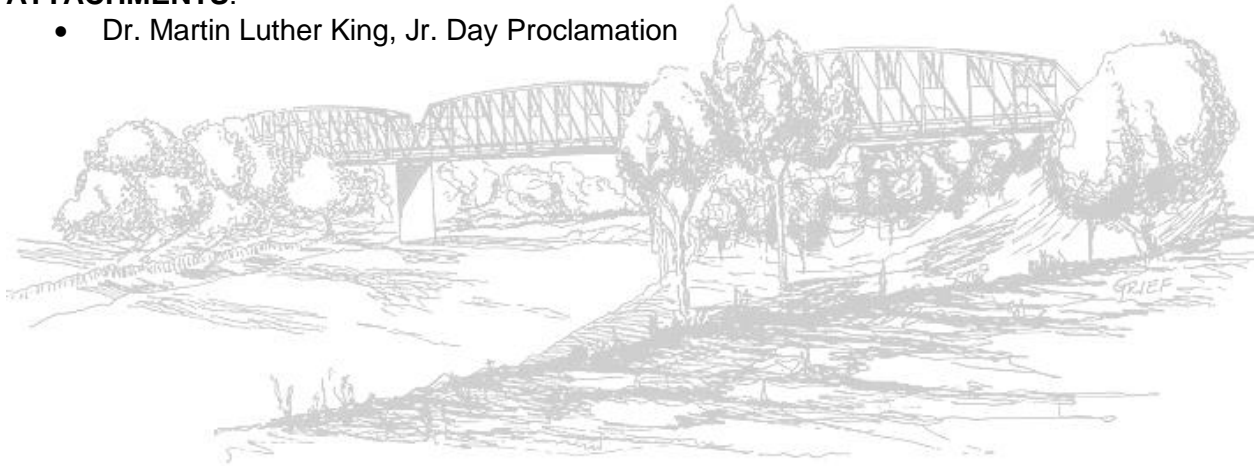
A proclamation of the City Council of the City of Bastrop, Texas, recognizing January 16, 2023, as Dr. Martin Luther King, Jr. Day.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

ATTACHMENTS:

- Dr. Martin Luther King, Jr. Day Proclamation





PROCLAMATION



WHEREAS, Dr. Martin Luther King, Jr. challenged our Nation to recognize that our individual liberty relies upon our common equality; and

WHEREAS, at a time when our Nation was sharply divided, Dr. King called on a generation of Americans to be “voices of reason, sanity, and understanding amid the voices of violence, hatred, and emotion”; and

WHEREAS, Dr. King devoted his life to the struggle for justice and equality, sowing seeds of hope for a day when all people might claim “the riches of freedom and the security of justice”; and

WHEREAS, on the Martin Luther King, Jr. Federal Holiday, we commemorate the 37th Anniversary of the holiday recognizing one of America’s greatest visionary leaders, and we celebrate the life and legacy of Dr. King; and

WHEREAS, Dr. King’s “I Have A Dream Speech” turns 60 in 2023, and reminds us to recognize that in these challenging times, too many Americans face limited opportunities, but our capacity to support each other remains limitless; and

WHEREAS, we must face the challenges with the same strength, persistence and determination exhibited by Dr. King; and

WHEREAS, the walk’s theme is “**A Day On...Not A Day Off!**”; and

WHEREAS, the American people are called to engage in public service and promote nonviolent social change so that Dr. King’s unfinished movement toward equality can be achieved by our united, enduring efforts; and

WHEREAS, in the City of Bastrop, Texas, all citizens are urged to join with Bastrop High School, Smithville High School, Elgin High School, McDade High School, Cedar Creek High School and Colorado River Collegiate Academy in supporting the Scholarship Program during the annual walk; and

WHEREAS, all citizens are also urged to join in the 34th annual walk on January 16, 2023, at 10:00 a.m. beginning at 109 Depot Street, Veterans Memorial Park Elgin, Texas for universal peace, justice, human rights, and social and economic progress for all people.

NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim Monday, January 16, 2023 as:

Dr. Martin Luther King, Jr. Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 10th day of January, 2023.

Connie B. Schroeder, Mayor





STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Presentation of Lost Pines Christmas Parade Winners.

AGENDA ITEM SUBMITTED BY:

Kathy Danielson, Special Events Manager

BACKGROUND/HISTORY:

The Lost Pines Christmas Parade was held December 10, 2022. Thousands of residents and guest lined the streets of Bastrop to view the much-anticipated annual event.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS: List of Winners

OVERALL BEST LPC ENTRY

1st Place - Parobek Plumbing and Air Conditioning

2nd Place - Bastrop & Buescher State Parks

3rd Place - Texas Trash.com

Honorable Mention – Texas Tile

Best Pedestrian Group

BollyX Dancers

Honorable Mention – Pickleball Group

Best Car Group

Central Texas Jeeps

Honorable Mention – Blue Flame Cruisers Car and Motorcycle Club

Best Emergency Vehicle

Elgin Fire Department



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Receive presentation of the Strategic Budget Planning Calendar for Fiscal Year 2023-2024

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

Texas Tax Code

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

Texas Local Government Code Chapter 102 Municipal Budget

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

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

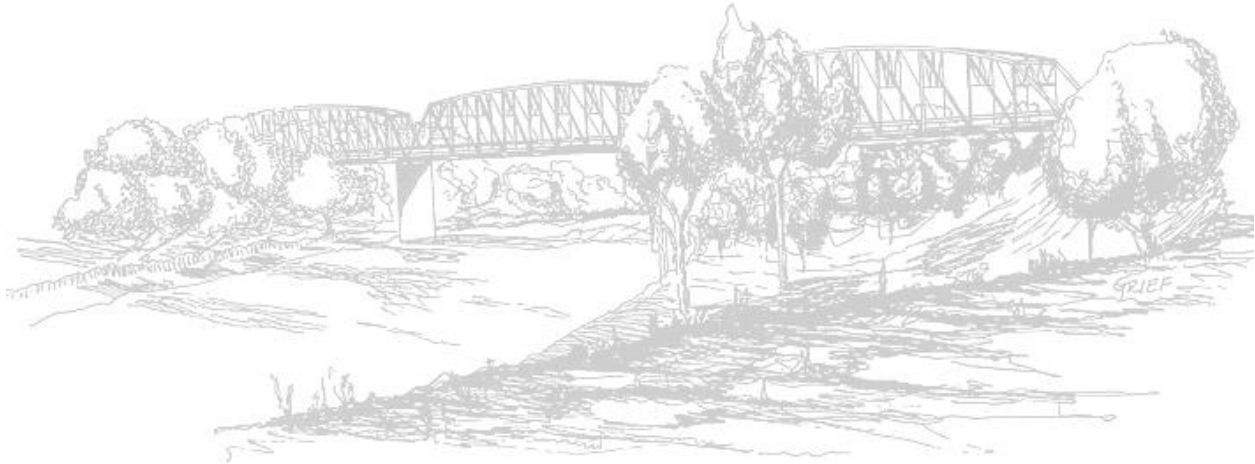
- 140.010 (f) (1) provide the notice required by Subsection (d) or (e), as applicable, not later than the later of Sept. 1 or the 30th day after the date that the taxing unit has received each applicable certified appraisal roll.

City Charter

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

ATTACHMENTS:

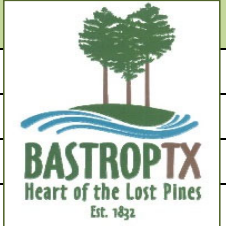
- FY2023-2024 Strategic Budget Planning Calendar



City of Bastrop

FY 2023-2024 Strategic Budget Planning Calendar

(assumes no voter approval election required)



| | | |
|----------------|--|--|
| Preparation | January 18 | City Council Candidate filing period begins |
| | February 14* | Last council meeting before deadline to call general election (deadline Feb 17) |
| | February 17 | City Council Candidate Filing period ends |
| | February 27 | City Council Candidate Orientation |
| | March 6 | Staff planning session - FY 2024 Budget Kick-off |
| | April 5* | Special City Council Planning Session - Comprehensive Plan, Capital Plan Review, and Fiscal Forecast Assumptions. |
| | April 19* | Special City Council Planning Session - Transportation Plan, Additional Policy Objectives and Funding Alternatives. Water Master Plan update. |
| | April 25* | City Council meeting - Visit Bastrop presentation of mid-year report |
| | May 1 | Receive preliminary notices of appraised value from Chief Appraiser |
| | May 6 | Election Day |
| | May 9* | City Manager to present Capital Plan and Fiscal Forecast |
| | May 12* | Special City Council Pre-budget Planning Session (All day) - Review Focus Areas, Management Projects/Enhancements, Affirming Tax Revenue target, Service and Service Levels, Visit Bastrop Strategic Plan review, and receive direction from City Council. |
| | May 16* | Canvass Results of May 7th Election; Council to appoint a subcommittee for evaluating Community Funding |
| | May 16 | Community Support and Non-Special Event HOT Tourism related organization applications available at City Hall and on City's website |
| | May 17 | Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments |
| | Adoption | June 22 |
| July 11* | | Community Support Organizations present their funding request to Council (limit 3 minutes) |
| July 25 | | Deadline for Chief Appraiser to certify rolls to taxing units |
| June 10 | | Publish Notice of proposed Special Assessments (must be posted 15 days prior to Public Hearing) |
| June 27* | | Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan. |
| July 11* | | Council Meeting - Second Reading of the Amended and Restated Service and Assessment Plan. |
| July 27* | | City Manager presents the FY 2024 Budget (considered filed with the City Secretary) - (online portal available for citizen input) |
| August 9* | | Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing. |
| August 15* | | Budget Workshop - Review Proposed Budget |
| August 16* | | Budget Workshop#2 - Review Proposed Budget (if needed) |
| Implementation | August 22* | Council Meeting - Adopt Financial, Investment, and Purchasing Policies |
| | September 2 | Published Notice of Budget Hearing (must be posted 10 days prior to Public Hearing); Publish Notice of Tax Rate Hearing (must be posted 5 days prior to Public Hearing) |
| | September 12* | Council Meeting - Public Hearing and First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance. |
| | September 19* | Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. |
| | October 1 | Fiscal Year begins |
| October 10* | Distribute Final FY2024 Adopted Budget Book | |
| October 24* | City Council meeting - Visit Bastrop presentation of FY2023 end of year report (<i>optional</i>) | |
| December 11 | Begin FY2023 audit | |
| December 12* | Presentation of preliminary unaudited financial report for FY2023 | |

* Council Meeting



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending November 30, 2022.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

REVENUE

General Fund exceeded the forecast by 21%

- Sales tax is 9.7% above forecast
- Development fees are 51% above forecast due to Valverde subdivision Public Improvement Fees collected

Cemetery Fund is slightly negative.

All other funds are performing positive to forecast.

EXPENDITURES

All funds are positive to forecast amounts.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2022-73 on August 23, 2022.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending November 30, 2022

CITY OF BASTROP

Comprehensive Monthly Financial Report November 2022



Performance at a Glance as of November 30, 2022



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

| | FY2023 <u>Approved Budget</u> | FY2023 <u>Forecast YTD</u> | FY2023 <u>Actual YTD</u> | <u>Variance</u> |
|---------------------------------|--|---------------------------------------|-------------------------------------|------------------------|
| <u>Revenues:</u> | | | | |
| General | \$ 16,847,515 | \$ 2,442,081 | \$ 2,961,483 | 21.3% |
| Designated | 63,200 | 4,333 | 32,114 | 641.1% |
| General Fund One-time | 382,395 | 382,395 | 383,416 | 0.3% |
| Street Maintenance | 803,500 | 133,917 | 135,226 | 1.0% |
| Debt Service | 3,870,175 | 738,778 | 816,938 | 10.6% |
| General Gov's Projects | 3,052,000 | 60,833 | 61,463 | 1.0% |
| Water/Wastewater | 7,927,692 | 1,200,164 | 1,319,762 | 10.0% |
| Water/Wastewater Debt | 3,665,227 | 431,821 | 438,413 | 1.5% |
| Water/Wastewater Capital Proj | 885,100 | 147,517 | 149,785 | 1.5% |
| Impact Fees | 3,330,450 | - | 38,231 | 0.0% |
| Vehicle & Equipment Replacement | 1,435,490 | 867,268 | 876,582 | 1.1% |
| Electric | 7,809,241 | 997,168 | 1,074,939 | 7.8% |
| HOT Tax Fund | 3,131,554 | 294,583 | 443,925 | 50.7% |
| Library Board | 20,750 | 3,125 | 3,492 | 11.7% |
| Cemetery | 184,700 | 20,783 | 19,908 | -4.2% |
| Capital Bond Projects | 44,000 | 3,167 | 134,613 | 4150.5% |
| Grant Fund | 4,665,330 | - | - | 0.0% |
| Park/Trail Land Dedicaiton | 1,465 | 1,382 | 1,418 | 2.6% |
| Hunter's Crossing PID | 575,879 | 14,812 | 29,255 | 97.5% |
| Bastrop EDC | 4,213,909 | 623,143 | 679,702 | 9.1% |
| TOTAL REVENUES | \$ 62,909,572 | \$ 8,367,270 | \$ 9,600,665 | 14.7% |

POSITIVE
WARNING
NEGATIVE

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

BUDGET SUMMARY OF ALL FUNDS

| | <u>FY2023</u> <u>Approved Budget</u> | <u>FY2023</u> <u>Forecast YTD</u> | <u>FY2023</u> <u>Actual YTD</u> | <u>Variance</u> |
|---------------------------------|---|--------------------------------------|------------------------------------|-----------------|
| <u>Expense:</u> | | | | |
| General | \$ 19,852,982 | \$ 3,393,214 | \$ 3,121,190 | -8.0% |
| Designated | 323,780 | 31,000 | 30,937 | -0.2% |
| General Fund One-time | 456,200 | - | - | 0.0% |
| Street Maintenance | 807,927 | 10,000 | 9,052 | -9.5% |
| Debt Service | 3,850,699 | - | - | 0.0% |
| General Gov't Projects | 3,152,000 | 1,000 | 1,000 | 0.0% |
| Water/Wastewater | 8,592,325 | 1,508,226 | 1,487,961 | -1.3% |
| Water/Wastewater Debt | 3,823,204 | - | - | 0.0% |
| Water/Wastewater Capital Proj. | 1,252,500 | 40,000 | 38,037 | -4.9% |
| Revenue Bond, Series 2020 | 156,919 | - | - | 0.0% |
| CO, Series 2021 | 20,450,575 | 1,747,000 | 1,723,766 | -1.3% |
| Impact Fees | 7,884,300 | 562,250 | 562,023 | 0.0% |
| Vehicle & Equipment Replacement | 918,623 | 290,235 | 287,539 | -0.9% |
| Electric | 8,175,434 | 1,144,235 | 1,142,316 | -0.2% |
| HOT Tax Fund | 3,899,827 | 1,352,283 | 1,251,329 | -7.5% |
| Library Board | 49,000 | 7,667 | 2,248 | -70.7% |
| Cemetery | 217,901 | 42,984 | 22,607 | -47.4% |
| Hunter's Crossing PID | 552,405 | 20,084 | 19,519 | -2.8% |
| CO, Series 2013 | 210,791 | 16,000 | 15,777 | -1.4% |
| CO, Series 2018 | 461,631 | 1,000 | 623 | -37.8% |
| Limited Tax Note, Series 2020 | 149,948 | 10,000 | 8,350 | -16.5% |
| America Rescue Plan | 2,156,205 | - | - | 0.0% |
| CO, Series 2022 | 3,599,999 | - | - | 0.0% |
| Grant Fund | 4,665,330 | 60,000 | 53,174 | -11.4% |
| Bastrop EDC | 9,409,248 | 293,432 | 243,314 | -17.1% |
| TOTAL EXPENSES | \$ 105,069,753 | \$ 10,530,610 | \$ 10,020,761 | -4.8% |

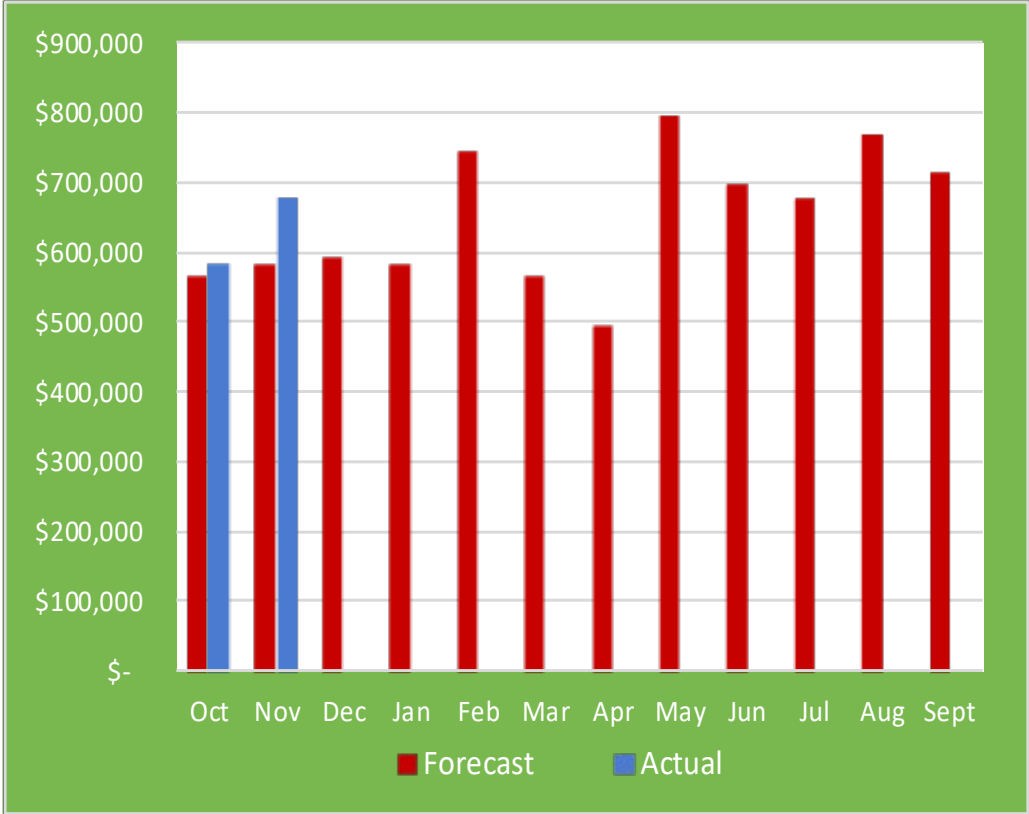
POSITIVE
WARNING
NEGATIVE

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

REVENUE ANALYSIS

SALES TAX REVENUE

| <u>Month</u> | <u>FY2023 Forecast</u> | <u>FY2023 Actual</u> | <u>Monthly Variance</u> |
|---------------------|------------------------|----------------------|-------------------------|
| Oct | \$ 564,594 | \$ 580,268 | \$ 15,674 |
| Nov | 580,384 | 675,521 | \$ 95,137 |
| Dec | 589,203 | | \$ - |
| Jan | 581,720 | | \$ - |
| Feb | 741,498 | | \$ - |
| Mar | 564,577 | | \$ - |
| Apr | 491,577 | | \$ - |
| May | 790,561 | | \$ - |
| Jun | 694,574 | | \$ - |
| Jul | 675,685 | | \$ - |
| Aug | 764,669 | | \$ - |
| Sept | 710,958 | | \$ - |
| Total | \$ 7,750,000 | \$ 1,255,789 | \$ 110,811 |
| Cumulative Forecast | \$ 1,144,978 | | |
| Actual to Forecast | \$ 110,811 | 9.7% | |

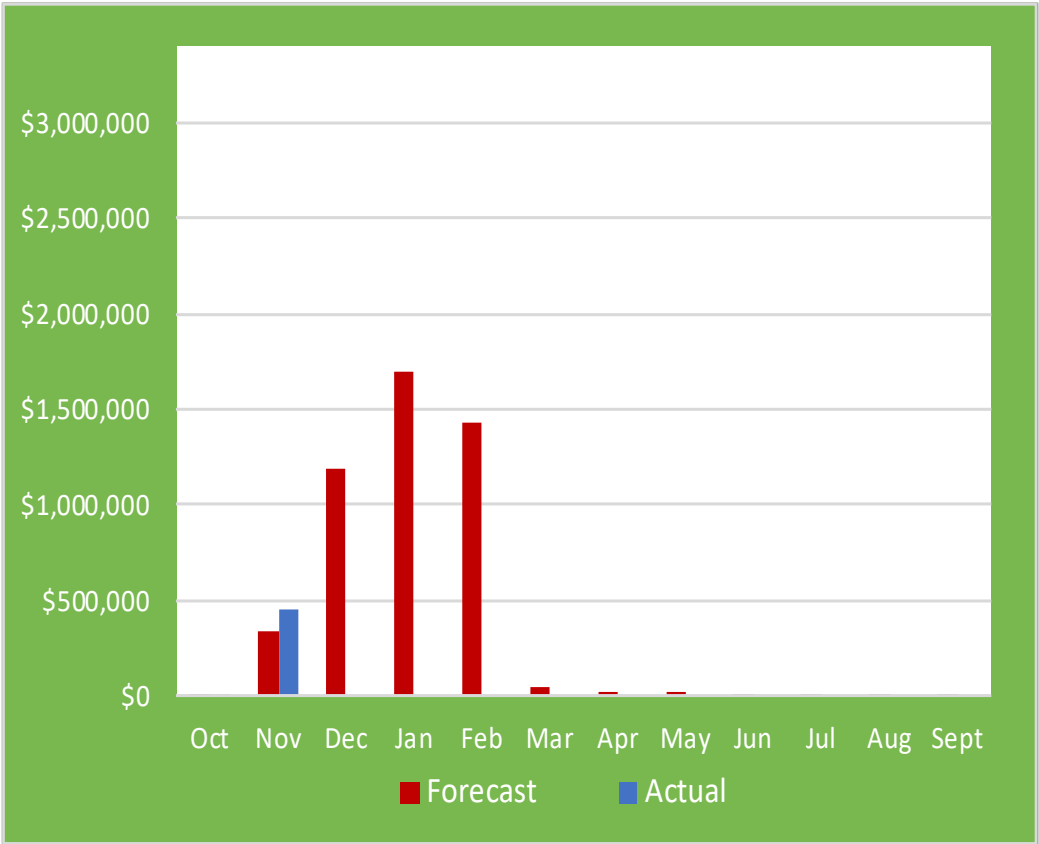


POSITIVE

Sales Tax is 46% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is almost 10% greater than forecasted.

PROPERTY TAX REVENUE

| <u>Month</u> | <u>FY2023 Forecast</u> | <u>FY2023 Actual</u> | <u>Monthly Variance</u> |
|---------------------|------------------------|----------------------|-------------------------|
| Oct | \$ 10,451 | \$ 13,108 | \$ 2,657 |
| Nov | 334,933 | 453,349 | \$ 118,416 |
| Dec | 1,196,190 | | |
| Jan | 1,692,354 | | |
| Feb | 1,435,428 | | |
| Mar | 47,848 | | |
| Apr | 19,139 | | |
| May | 19,138 | | |
| Jun | 9,570 | | |
| Jul | 9,570 | | |
| Aug | 9,570 | | |
| Sept | 570 | | |
| Total | \$ 4,784,761 | \$ 466,457 | \$ 121,073 |
| Cumulative Forecast | \$ 345,384 | | |
| Actual to Forecast | \$ 121,073 | 35.05% | |



POSITIVE

Property tax represents 29% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is exceeding the forecast by over 35%.

GENERAL FUND EXPENDITURES BY DEPT.

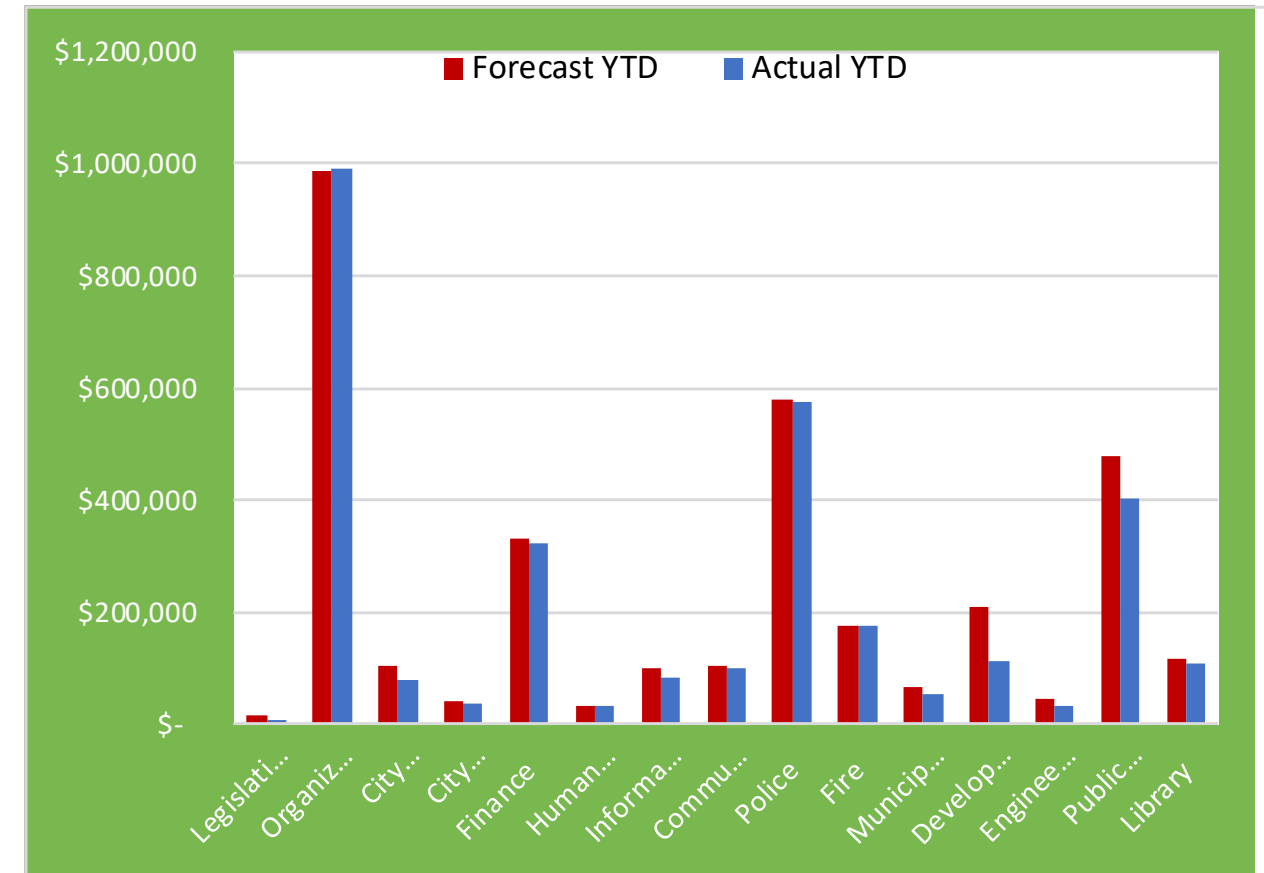
| <u>Division</u> | <u>FY2023 Forecast YTD</u> | <u>FY2023 Actual YTD</u> | <u>Variance</u> |
|------------------------|--------------------------------|------------------------------|---------------------|
| Legislative | \$ 17,434 | \$ 7,778 | \$ (9,656) |
| Organizational | 986,434 | 992,810 | \$ 6,376 |
| City Manager | 103,550 | 81,215 | \$ (22,335) |
| City Secretary | 42,588 | 36,276 | \$ (6,312) |
| Finance | 331,895 | 325,197 | \$ (6,698) |
| Human Resources | 33,808 | 33,501 | \$ (307) |
| Information Technology | 99,749 | 82,234 | \$ (17,515) |
| Community Engagemen | 106,527 | 101,063 | \$ (5,464) |
| Police | 578,120 | 575,433 | \$ (2,687) |
| Fire | 176,930 | 176,996 | \$ 66 |
| Municipal Court | 65,461 | 52,207 | \$ (13,254) |
| Development Services | 209,162 | 113,936 | \$ (95,226) |
| Engineering | 44,911 | 31,344 | \$ (13,567) |
| Public Works | 479,170 | 401,895 | \$ (77,275) |
| Library | 117,476 | 109,304 | \$ (8,172) |
| Total | \$ 3,393,215 | \$ 3,121,189 | \$ (272,026) |

Actual to Forecast

92.0%

POSITIVE

This page compares forecast to actual by department within the General Fund. YTD the actual is 92% of forecast. We will continue to refine our forecast based on historic patterns and understanding of what has been budgeted.

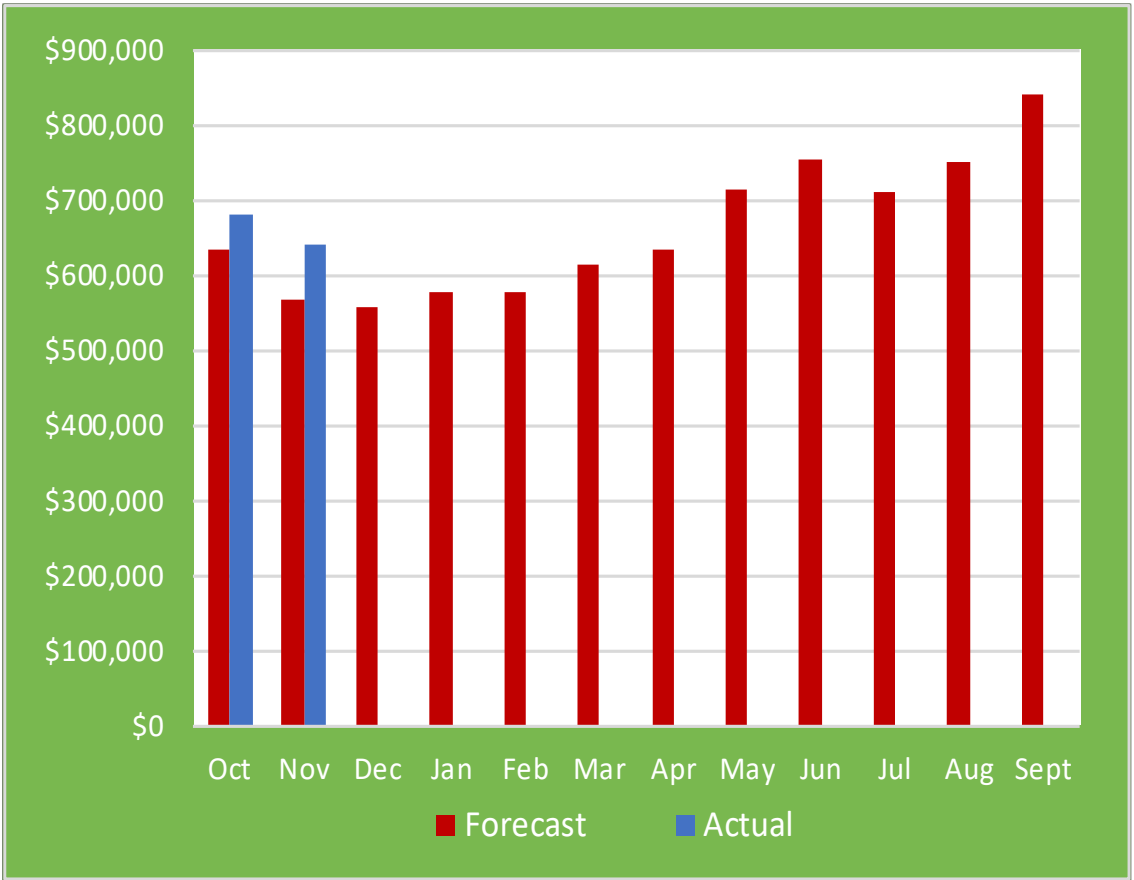


COMPREHENSIVE MONTHLY FINANCIAL REPORT –November 2022

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

| Month | FY2023 Forecast | FY2023 Actual | Monthly Variance |
|---------------------|---------------------|---------------------|---------------------|
| Oct | \$ 634,316 | \$ 681,114 | \$ 46,798 |
| Nov | 565,847 | 638,648 | \$ 72,801 |
| Dec | 556,864 | | |
| Jan | 577,369 | | |
| Feb | 575,847 | | |
| Mar | 613,812 | | |
| Apr | 634,316 | | |
| May | 713,290 | | |
| Jun | 752,777 | | |
| Jul | 711,768 | | |
| Aug | 751,255 | | |
| Sept | 840,231 | | |
| Total | \$ 7,927,692 | \$ 1,319,762 | \$ 119,599 |
| Cumulative Forecast | \$ 1,200,163 | | |
| Actual to Forecast | \$ 119,599 | 9.97% | |



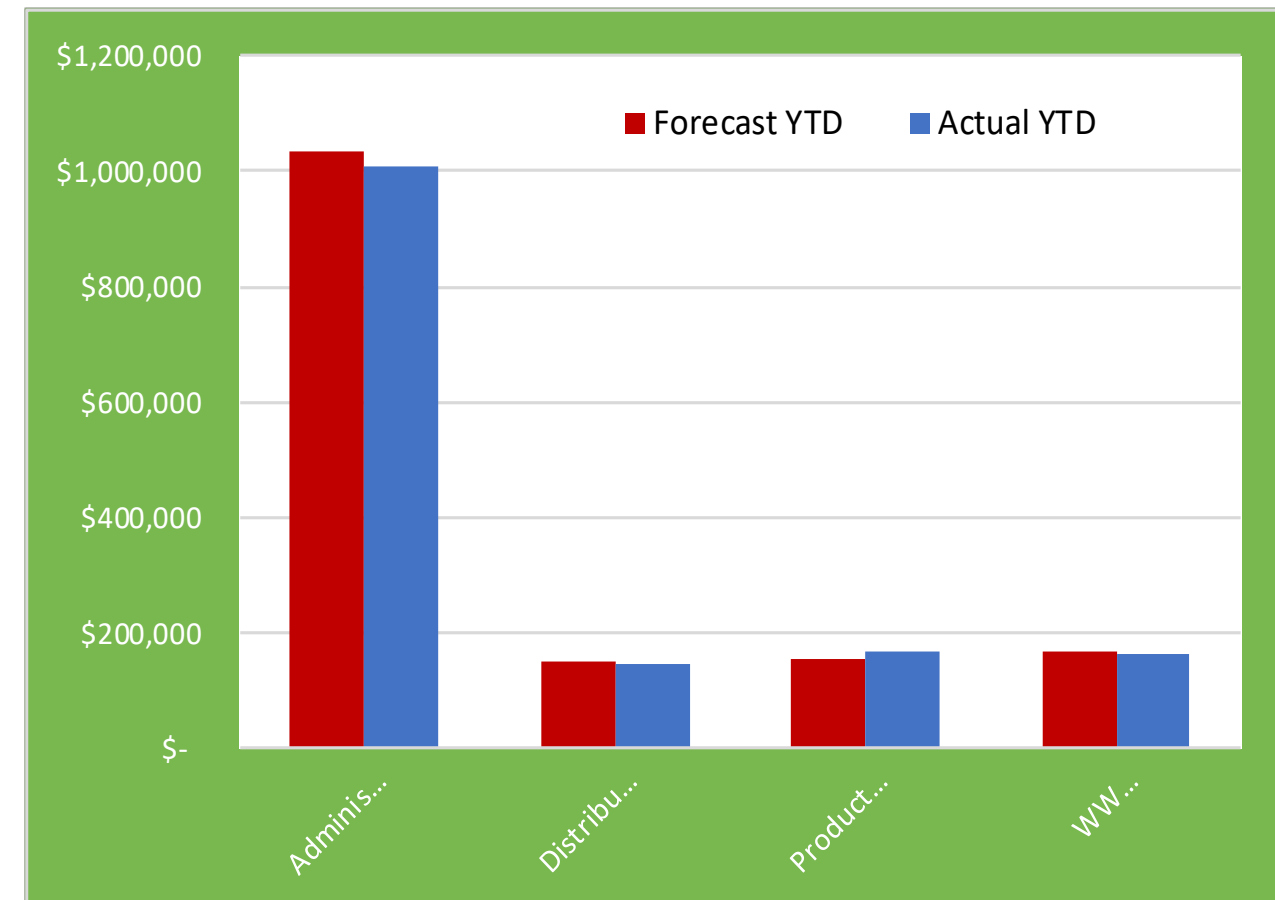
POSITIVE

The water and wastewater actual revenue is higher than forecast almost 10%. There were 34 new meters set this month, 33 residential and 1 commercial.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

| Division | FY2023 Forecast YTD | FY2023 Actual YTD | Variance |
|-------------------------|----------------------------|----------------------------|---------------------------|
| Administration | \$ 1,032,716 | \$ 1,008,687 | \$ (24,029) |
| Distribution/Collection | 151,667 | 146,511 | \$ (5,156) |
| Production/Treatment | 156,832 | 167,339 | \$ 10,507 |
| WW Treatment Plant | <u>167,010</u> | <u>165,424</u> | <u>\$ (1,586)</u> |
| Total | <u>\$ 1,508,225</u> | <u>\$ 1,487,961</u> | <u>\$ (20,264)</u> |
| Actual to Forecast | | 98.7% | |



POSITIVE

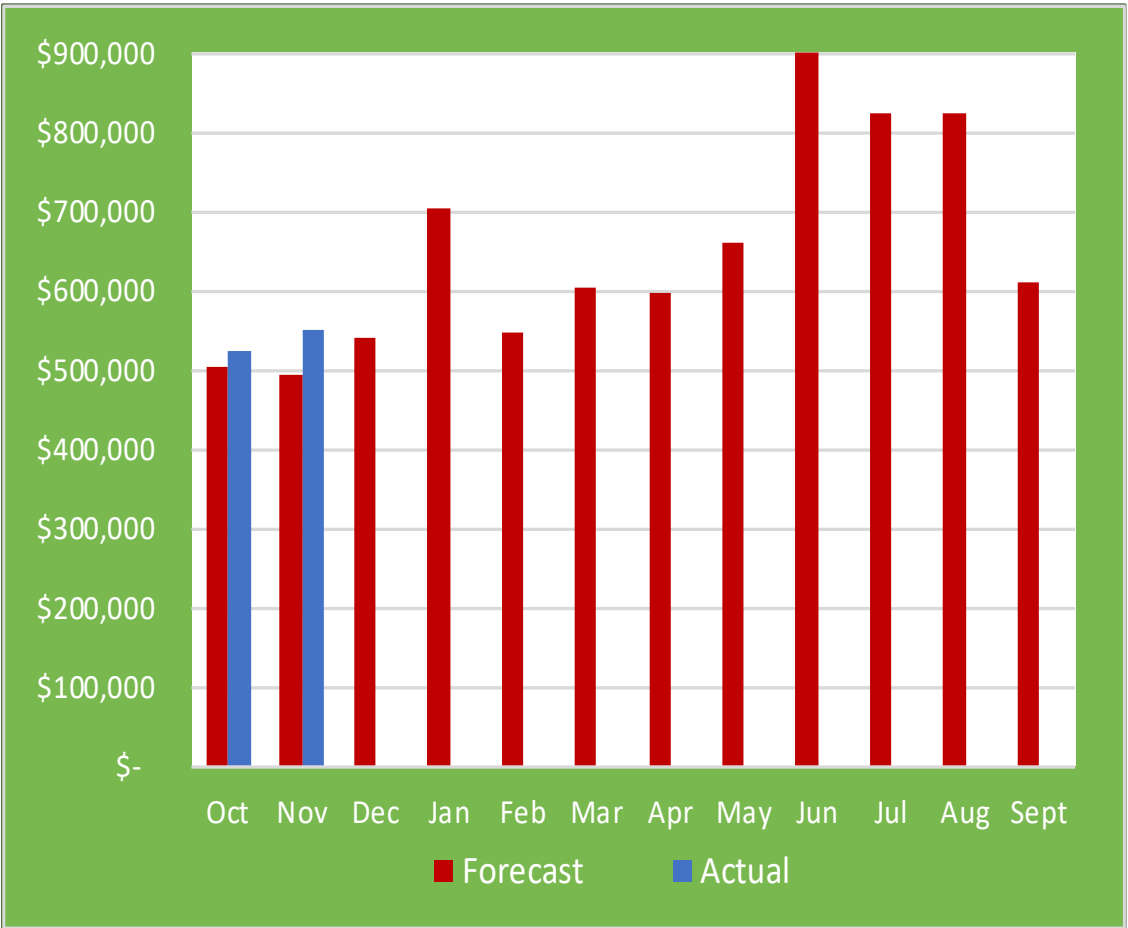
This page compares actual to forecast by the divisions within the Water/Wastewater department. The actual is almost 99% of forecast. The Production/Treatment division had elevated chemical and equipment maintenance costs.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – November 2022

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

| <u>Month</u> | <u>FY2023 Forecast</u> | <u>FY2023 Actual</u> | <u>Monthly Variance</u> |
|---------------------|------------------------|----------------------|-------------------------|
| Oct | \$ 502,421 | \$ 525,195 | \$ 22,774 |
| Nov | 494,748 | 549,744 | \$ 54,996 |
| Dec | 541,646 | | |
| Jan | 703,592 | | |
| Feb | 546,713 | | |
| Mar | 602,275 | | |
| Apr | 596,937 | | |
| May | 661,009 | | |
| Jun | 900,177 | | |
| Jul | 824,938 | | |
| Aug | 824,553 | | |
| Sept | 610,232 | | |
| Total | \$ 7,809,241 | \$ 1,074,939 | \$ 77,770 |
| Cumulative Forecast | \$ 997,169 | | |
| Actual to Forecast | \$ 77,770 | 7.80% | |



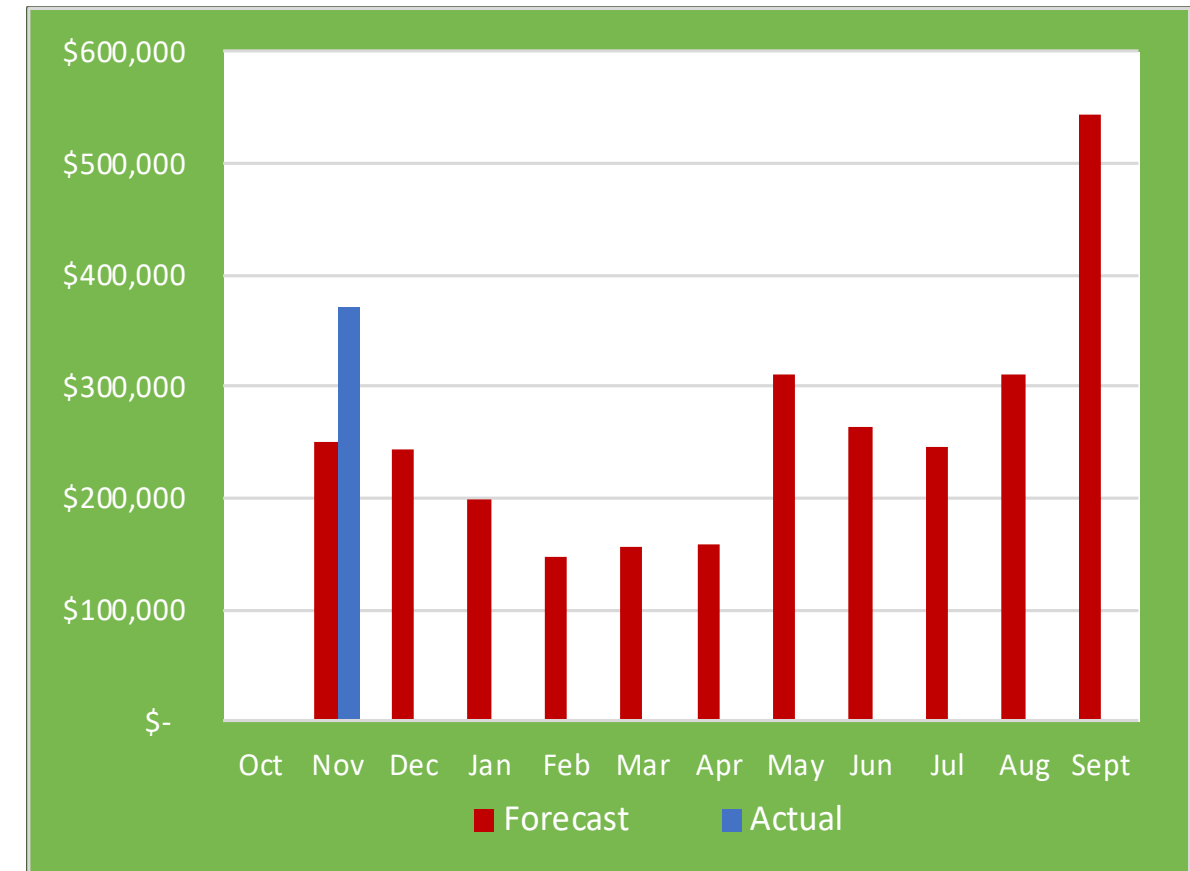
POSITIVE

The Electric utility revenue is 7.8% above forecasted revenue. There was 1 commercial new meter set this month.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

| <u>Month</u> | <u>FY2023 Forecast</u> | <u>FY2023 Actual</u> | <u>Monthly Variance</u> |
|----------------------|------------------------|----------------------|-------------------------|
| Oct | \$ - | \$ - | \$ - |
| Nov | 250,157 | 371,527 | \$ 121,370 |
| Dec | 242,550 | | |
| Jan | 198,824 | | |
| Feb | 148,190 | | |
| Mar | 156,848 | | |
| Apr | 159,209 | | |
| May | 311,172 | | |
| Jun | 262,639 | | |
| Jul | 245,059 | | |
| Aug | 310,732 | | |
| Sept | 544,620 | | |
| Total | \$ 2,830,000 | \$ 371,527 | \$ 121,370 |
| Cumulative Forecast | \$ 250,157 | | |
| Actual to Forecast % | \$ 121,370 | 48.5% | |



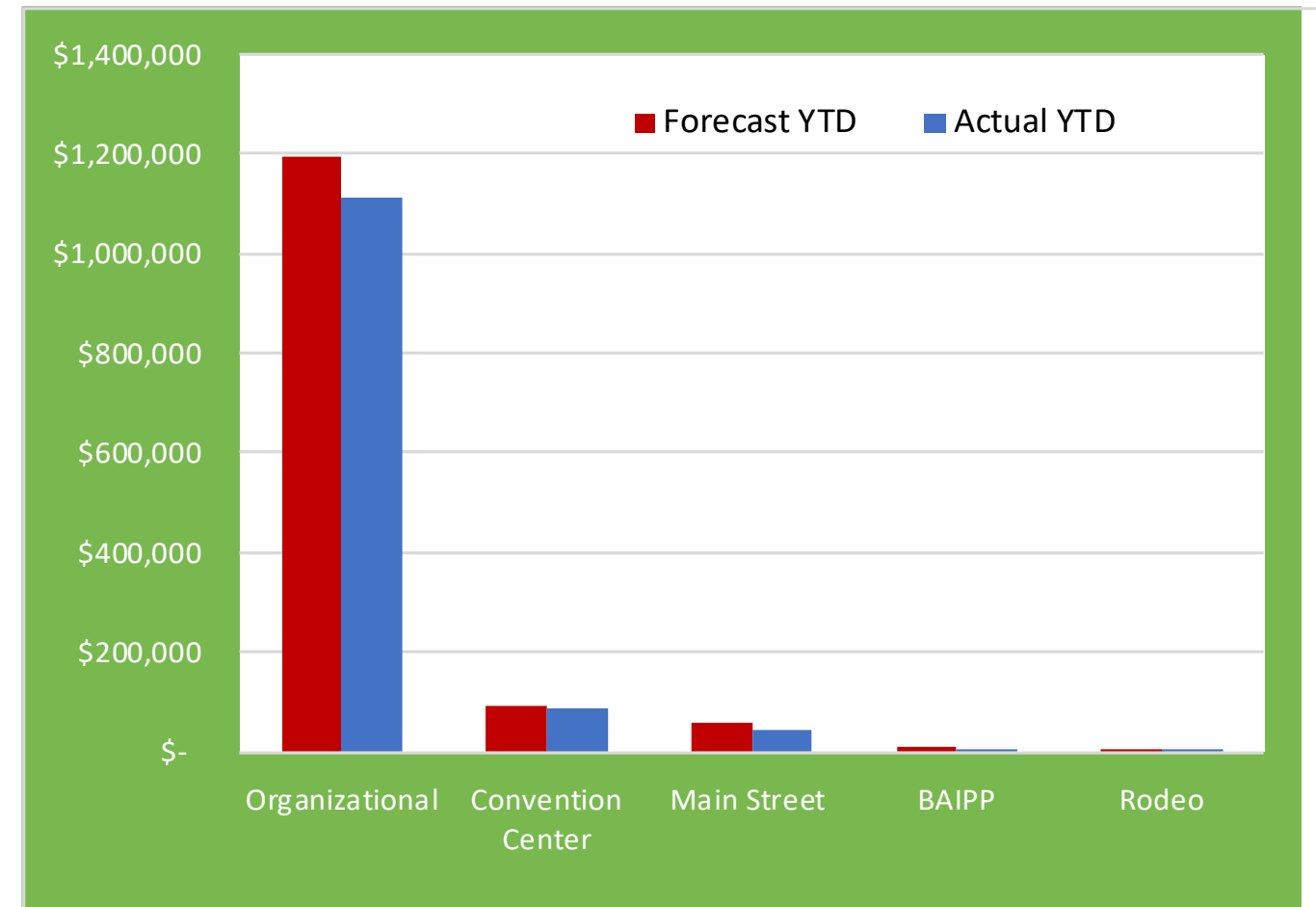
POSITIVE

This report is based on a cash method. The revenue is received by the City the month after collection. The September forecast represents the true-up of receipts for August and September. Actual is 48.5% over forecast.

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

| Division | FY2023 Forecast YTD | FY2023 Actual YTD | Variance |
|--------------------|------------------------|----------------------|---------------------|
| Organizational | \$ 1,192,391 | \$ 1,110,070 | \$ (82,321) |
| Convention Center | 93,720 | 88,942 | \$ (4,778) |
| Main Street | 56,472 | 46,079 | \$ (10,393) |
| BAIPP | 9,167 | 5,730 | \$ (3,437) |
| Rodeo | 533 | 508 | \$ (25) |
| Total | \$ 1,352,283 | \$ 1,251,329 | \$ (100,954) |
| Actual to Forecast | | 92.5% | |



POSITIVE

This compares actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual at 94% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – November 2022

| FIRM | CASE | FY20-21 | FY21-22 | FY22-23 |
|---|------------------------------|-------------------|-------------------|------------------|
| BUNDREN | | | | |
| | Pine Forest Interlocal | \$ 944 | \$ 8,946 | \$ - |
| BOJORQUEZ | | | | |
| | General Legal | \$ 166,756 | \$ 275,339 | \$ 40,740 |
| | NEU Review | \$ 8,493 | \$ - | \$ - |
| | Bastrop 552 | \$ 2,810 | \$ 6,571 | \$ - |
| | Crouch Suit | \$ - | \$ 12,006 | \$ - |
| | Cox Suit | \$ - | \$ 11,122 | \$ - |
| | COVID-19 | \$ 186 | \$ - | \$ - |
| | Pine Forest Interlocal | \$ - | \$ 3,710 | \$ 256 |
| | Prosecutor (Municipal Court) | \$ 16,331 | \$ 21,783 | \$ 1,537 |
| | Water/WW | \$ 96,362 | \$ 67,910 | \$ 31,623 |
| RUSSEL RODRIGUEZ HYDE | | | | |
| | Hunter's Crossing PID | \$ 10,466 | \$ 3,638 | \$ 315 |
| MULTIPLE FIRMS | | | | |
| | WWW Contract reviews | \$ 1,425 | \$ 17,836 | \$ 3,535 |
| | Crouch Suit | \$ - | \$ 11,896 | \$ - |
| | Cox Suit | \$ - | \$ 11,994 | \$ - |
| TAYLOR, OLSON, ADKINS, SRALLA & ELAM | | | | |
| | 71 Bastrop & MC Bastrop 71 | \$ 7,333 | \$ 18,967 | \$ - |
| | | <u>\$ 311,106</u> | <u>\$ 471,716</u> | <u>\$ 78,006</u> |

SUMMARY OF CASE/TYPE

| Row Labels | Sum of FY20-21 | Sum of FY21-22 | Sum of FY22-23 |
|------------------------------|-------------------|-------------------|------------------|
| 71 Bastrop & MC Bastrop 71 | \$ 7,333 | \$ 18,967 | \$ - |
| Bastrop 552 | \$ 2,810 | \$ 6,571 | \$ - |
| COVID-19 | \$ 186 | \$ - | \$ - |
| General Legal | \$ 166,756 | \$ 275,339 | \$ 40,740 |
| Hunter's Crossing PID | \$ 10,466 | \$ 3,638 | \$ 315 |
| NEU Review | \$ 8,493 | \$ - | \$ - |
| Pine Forest Interlocal | \$ 944 | \$ 12,656 | \$ 256 |
| Prosecutor (Municipal Court) | \$ 16,331 | \$ 21,783 | \$ 1,537 |
| W/WW Contract reviews | \$ 1,425 | \$ 17,836 | \$ 3,535 |
| Water/WW | \$ 96,362 | \$ 67,910 | \$ 31,623 |
| Crouch Suit | \$ - | \$ 23,901 | \$ - |
| Cox Suit | \$ - | \$ 23,116 | \$ - |
| Grand Total | \$ 311,106 | \$ 471,716 | \$ 78,006 |



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve City Council minutes from the December 13, 2022, Regular meeting; December 20, 2022, Special meeting; and January 3, 2022, Special meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Ann Franklin, City Secretary

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of City Council minutes from the December 13, 2022, Regular meeting; December 20, 2022, Special meeting; and January 3, 2022, Special meeting.

ATTACHMENTS:

1. December 13, 2022, DRAFT Regular Meeting Minutes.
2. December 20, 2022, DRAFT Special Meeting Minutes.
3. January 3, 2023, DRAFT Special Meeting Minutes.



DECEMBER 13, 2022

The Bastrop City Council met in a regular meeting on Tuesday, December 13, 2022, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

Mayor Schroeder called the meeting to order at 5:00 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 5:01 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel regarding potential real estate, land use development, and economic development alternatives for the Pine Forest Unit 6 subdivision.
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, .072 Real Property, and .087 Economic Development to seek the advice of legal counsel regarding public-private partnerships for possible multipurpose lodging projects and the City Bastrop Convention & Exhibit Center.
- 2C. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel regarding potential real estate acquisition of Vista Puente Drive right of ways and related real estate matters.

Mayor Schroeder recessed the Executive Session at 6:06 p.m.

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

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel regarding potential real estate, land use development, and economic development alternatives for the Pine Forest Unit 6 subdivision.
A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2022-122 and Resolution No. R-2022-123, seconded by Council Member Plunket, motion was approved on a 5-0 vote.

CALL TO ORDER – REGULAR SESSION

Mayor Schroeder called the Regular Council Meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Mayor and Council, led the pledges.

INVOCATION

Robert Oliver, Bastrop Police Chaplain, gave the invocation.

PRESENTATIONS

- 7A. Mayor's Report
- 7B. Council Members' Report
- 7C. City Manager's Report

WORK SESSIONS/BRIEFINGS - NONE**STAFF AND BOARD REPORTS**

- 9A. Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2022.
Submitted by: Tracy Waldron, Chief Financial Officer
Presentation was given by Tracy Waldron, Chief Financial Officer.
- 9B. Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2022.
Submitted by: Tracy Waldron, Chief Financial Officer
Presentation was given by Tracy Waldron, Chief Financial Officer.

CITIZEN COMMENTS - NONE**CONSENT AGENDA**

A motion was made by Mayor Pro Tem Rogers to approve Items 11A, 11B, 11C, 11D, 11E, and 11F as listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 11A. Consider action to approve City Council minutes from the November 8, 2022, Regular meeting and December 5, 2022, Special meeting.
Submitted by: Ann Franklin, City Secretary
- 11B. Consider action to approve Resolution No. R-2022-119 of the City Council of the City of Bastrop, Texas approving the 2023 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.
Submitted by: Ann Franklin
- 11C. Consider action to approve Resolution No. R-2022-115 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Mary Butler to Place 3 of the Housing Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date.
Submitted by: Ann Franklin
- 11D. Consider action to approve Resolution No. R-2022-116 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 4, 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: Jennifer C. Bills, Director of Planning & Development

- 11E. Consider action to approve Resolution No. R-2022-117 of the City Council of the City of Bastrop, Texas to update the Grantee's Authorized Officer for the FY 2023 Victim Assistance Grant #4472401; providing for a repealing clause; and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

- 11F. Consider action to approve the second reading of Ordinance No. 2022-27 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 to address project carryover, fleet orders not received by the end of FY 2022, and personnel reorganization in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider action to approve Ordinance No. 2022-30 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

Presentation was made by Tracy Waldron, Chief Financial Officer and Dan Wegmiller, Specialized Public Finance.

A motion was made by Council Member Lee to approve Ordinance No. 2022-30, seconded by Mayor Pro Tem Rogers, motion was approved on a 5-0 vote.

- 12B. Consider action to approve Resolution No. R-2022-84 of the City Council of the City of Bastrop, Texas to award a Professional Services contract with Stantec Consulting Services Inc. to provide professional services for the Parks & Recreation Master Plan project in an amount not to exceed Two Hundred Ninety Thousand Dollars and no cents (\$290,000.00) 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: Terry Moore, Recreation Manager

Presentation was made by Terry Moore, Recreation Manager.

A motion was made by Council Member Kirkland to approve Resolution No. R-2022-84, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 12C. Hold public hearing and consider action to approve the first reading of Ordinance No. 2022-28 to adopt the 2023 Schedule of Uniform Submittal Dates for Site Plans, Place

Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, and move to include on the January 10, 2023 Consent Agenda for the second reading.

Submitted by: Jennifer C. Bills, Director of Planning & Development

Presentation was made by Jennifer C. Bills, Director of Planning & Development.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Lee to approve the first reading of Ordinance No. 2022-28 and include on the January 10, 2023, Consent Agenda, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 12D. Consider action to approve the first reading of Ordinance No. 2022-16 of the City Council of the City of Bastrop, Texas, updating the Bastrop Code of Ordinances, adding Chapter 13, Article 13.13, Entitled "Licensing Agreement for Attachments to Utility Facilities"; adding Section 13.13.001, "General Provisions"; adding Section 13.13.002 "Standard Licensing Agreement for Attachments to Utility Facilities"; and providing for: findings of fact, enactment, enforcement, repealer and severability, establishing an effective date, proper notice and meeting, and move to include on the January 10, 2023 agenda for a second reading.

Submitted by: Tracy Waldron, Chief Financial Officer

Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Kirkland to approve the first reading of Ordinance No. 2022-16 and to include on the January 10, 2023, agenda, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 12E. Consider action to approve Resolution No. R-2022-121 of the City Council of the City of Bastrop, Texas authoring the City Manager to enter into an Agreement with Focused Advocacy to offer Full Service Legislative & Regulatory Consulting Services as Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Council Member Kirkland to approve Resolution No. R-2022-121, seconded by Mayor Pro Tem Rogers, motion was approved on a 5-0 vote.

Adjourned at 7:38 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie Schroeder

City Secretary Ann Franklin

The Minutes were approved on December 13, 2022, by Council Member **Name**'s motion, Council Member **Name**'s second. The motion was approved on a **5-0** vote.

MINUTES OF SPECIAL CITY COUNCIL MEETING

DECEMBER 20, 2022

The Bastrop City Council met on Tuesday, December 20, 2022 at 2:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were: City Manager, Sylvia Carrillo; and Deputy City Secretary, Victoria Psencik.

CALL TO ORDER – EXECUTIVE SESSION

Mayor Schroeder called the meeting to order at 2:30 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 2:31 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 1A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.072 to deliberate the purchase or value of real property, including potential land acquisition or utility infrastructure expansion, and related proprietary utility information.

Mayor Schroeder recessed the Executive Session at 6:26 p.m.

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

No action taken.

CALL TO ORDER – SPECIAL MEETING

Mayor Schroeder called the Special Council Meeting to order at 6:26 p.m.

WORK SESSIONS

- 4A. Discuss alignment of the community vision, policies, and policy makers when building cities with policy driven outcomes and setting future partnership meeting with City of Bastrop stakeholders including but not limited to EDC, BISD, Bastrop County and others.

This item was removed from the agenda.

CITIZEN COMMENTS - NONE

Adjourned at 6:27 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie Schroeder

City Secretary Ann Franklin

The Minutes were approved on December 13, 2022, by Mayor Pro Tem Rogers’ motion, Council Member Crouch’s second. The motion was approved on a 5-0 vote.

MINUTES OF SPECIAL CITY COUNCIL MEETING

JANUARY 3, 2023

The Bastrop City Council met on Tuesday, January 3, 2023, at 3:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were: City Manager, Sylvia Carrillo and City Secretary, Ann Franklin.

CALL TO ORDER – EXECUTIVE SESSION

Mayor Schroeder called the meeting to order at 3:00 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 3:01 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.072 to deliberate the purchase or value of real property, including potential land acquisition or utility infrastructure expansion, and related proprietary utility information.

Mayor Schroeder recessed the Executive Session at 6:06 p.m.

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

No action taken.

CALL TO ORDER – SPECIAL MEETING

Mayor Schroeder called the Special Meeting to order at 6:07 p.m.

WORK SESSIONS

- 5A. Discuss alignment of the community vision, policies, and policy makers when building cities with policy driven outcomes and setting future partnership meeting with City of Bastrop stakeholders including but not limited to EDC, BISD, Bastrop County and others.

The following direction was given to the City Manager: at the next City Council meeting on January 10, 2023, as part of the City Manager’s report provide an update on the status of the 1445 the City is currently working on with the County.

CITIZEN COMMENTS - NONE

Adjourned at 6:08 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie Schroeder

City Secretary Ann Franklin

The Minutes were approved on December 13, 2022, by Mayor Pro Tem Rogers’ motion, Council Member Crouch’s second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve Resolution No. R-2023-04 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of David Barrow to Place 9 of the Planning & Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2023-04 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of David Barrow to Place 9 of the Planning & Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2023-04

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF DAVID BARROW TO PLACE 9 OF THE PLANNING & ZONING COMMISSION, AS REQUIRED IN SECTION 3.08 OF THE CITY’S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, Mayor Connie Schroeder has appointed David Barrow to Place 9 of the Planning & Zoning Commission; and

WHEREAS, City Council must confirm this appointment 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 David Barrow to Place 9 of the Planning & Zoning Commission.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder’s appointment of David Barrow to Place 9 of the Planning & Zoning Commission.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of January 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2022-16 of the City Council of the City of Bastrop, Texas, updating the Bastrop Code of Ordinances, adding Chapter 13, Article 13.13, Entitled “Licensing Agreement for Attachments to Utility Facilities”; adding Section 13.13.001, “General Provisions”; adding Section 13.13.002 “Standard Licensing Agreement for Attachments to Utility Facilities”; and providing for: findings of fact, enactment, enforcement, repealer and severability, establishing an effective date, proper notice and meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City of Bastrop approved Ordinance 2016-35 in January of 2017 establishing a licensing agreement and establishing attachment fees. The section that this ordinance was codified to was overwritten by another ordinance in 2019. It was necessary for this ordinance to be taken back to City Council to be approved again, coded to a new section in the Code of Ordinances. Since it had been several years since this ordinance was reviewed, BP&L engaged an engineering firm to review the agreement and conduct a review on the fees being assessed.

This review took longer than expected but has been thoroughly reviewed by City Staff, legal staff and the engaged engineering firm.

FISCAL IMPACT:

Bastrop Power & Light revenue

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of second reading of Ordinance No. 2022-16 of the City Council of the City of Bastrop, Texas, updating the Bastrop Code of Ordinances, adding Chapter 13, Article 13.13, Entitled “Licensing Agreement for Attachments to Utility Facilities”; adding Section 13.13.001, “General Provisions”; adding Section 13.13.002 “Standard Licensing Agreement for Attachments to Utility Facilities”; and providing for: findings of fact, enactment, enforcement, repealer and severability, establishing an effective date, proper notice and meeting.

ATTACHMENTS:

- Ordinance 2022-16
- Attachment A – Licensing Agreement for Attachments to Utility Facilities

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS UPDATING THE BASTROP CODE OF ORDINANCES, ADDING CHAPTER 13, ARTICLE 13.13, ENTITLED “LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES”; ADDING SECTION 13.13.001, GENERAL PROVISIONS”; ADDING SECTION 13.13.002 “STANDARD LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES”; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, A REPEALER, SEVERABILITY, ENFORCEMENT, AUTHORIZATION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop is a Home Rule municipality incorporated and operating under the Laws of the State of Texas; and

WHEREAS, the City Council of the City of Bastrop, Texas recognizes a need to add to its existing articles to adopt a standard licensing agreement for attachments to City Utility Facilities; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is necessary and fiscally prudent for the City to adopt rates for fees and charges related to attachments to City Utility Facilities; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is necessary to adopt an application and application process related to attachments to City Utility Facilities; and

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. ENACTMENT

That Article 13.13 “Licensing Agreement Attachments to Utility Facilities” of the Code of Ordinances of the City of Bastrop, Texas hereby added to read as follows:

Article 13.13 – Licensing Agreement for Attachments to Utility Facilities

Section 13.13.001 – General Provisions

(a) The purpose of this section is to

1) assist in the management of the City Utility Facilities;

2) Govern the use and occupancy of the City Utility Facilities by telecommunication service and cable service providers;

3) Secure fair and reasonable compensation for the use and occupancy of the City Utility Facilities by telecommunications service and cable service providers in a nondiscriminatory and competitively neutral manner; and

4) Assist the City in its efforts to protect the public health, safety and welfare.

(b) No rights agreed in this article by the city shall be exclusive, and the city reserves the right to grant franchises, licenses, easements, or permissions to use the rights-of-ways and Utility Facilities within the city to any person as the city, in its sole discretion, may determine to be in the public interest.

(c) A licensee is not authorized to provide telecommunication service and or cable service as a telecommunication operator and or cable operator in the city under this article, but must first obtain a franchise from the city for that purpose, under such terms and conditions as may be required by law.

Section 13.13.002 - Standard Licensing Agreement for Attachments to Utility Facilities

(a) The city hereby adopts a Standard Licensing Agreement for Attachments to Utility Facilities, with Appendices as may be subsequently approved by the City Council, as shown in Exhibit A which is incorporated herein by reference as if set forth in full.

(b) The Licensing Agreement for Attachment to Utility Facilities must be submitted to the Planning and Development Department for review and consideration.

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

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

SECTION 5. ENFORCEMENT

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

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

SECTION 6. AUTHORIZATION

The City Council authorizes the City Staff to utilize the Licensing Agreement for Attachments to Utility Facilities, which is attached and incorporated herein as Attachment A, in evaluating the potential pole attachments and contracting with the owners of the Property being conveyed to the City, including any due diligence and assessments for suitability to satisfy public purposes.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 8. OPEN MEETINGS

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

READ & ACKNOWLEDGED on First Reading on the 13th day of December 2022.

READ & APPROVED on the Second Reading on the 10th day of January 2023.

APPROVED:

by _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ATTACHMENT A

Licensing Agreement for Attachments to Utility Facilities

Attachment A



STANDARD LICENSING AGREEMENT FOR ATTACHMENTS TO
UTILITY FACILITIES AND
TECHNICAL DESIGN MANUAL

PREPARED BY
 **SCHNEIDER
ENGINEERING**
ENERGY. FOCUS. COMMITMENT.
TX REG. # F-1594

UPDATED
NOVEMBER 2022

What is the purpose of the City of Bastrop's Standard Licensing Agreement for Attachments to Utility Facilities and Technical Design Manual?

The City of Bastrop developed the Pole Attachment Agreement and Technical Design Manual to govern the primary relationship between the attaching entity and the City. It will serve as the primary guide and "rulebook" regarding how an attaching entity may attach to the City's facilities and delineates how the City will facilitate the attachment process.

What is the process for working with the City on a pole attachment application?

A party with an active agreement with the City of Bastrop must apply for a permit by submitting all required documents prior to any construction or attachment activities involving Bastrop Power & Light facilities through the City's website www.cityofbastrop.org under the Planning and Development page.

For most applications the attaching entity will be notified within fifteen (15) business days after the receipt of a completed application whether the application is approved or rejected. Please see Section IV of the Pole Attachment Agreement for detailed scenarios and timeframes.

Where can I get a Request to Attach to Poles Form (Appendix A) or the Request to Modify Attachments on Existing Poles Form (Appendix B)?

These forms are attached to the Pole Attachment Agreement document (part of this document set). This document can be downloaded from the City of Bastrop's website www.CityofBastrop.org

Who is the contact person(s) for applications for the City of Bastrop?

The Director of Bastrop Power & Light is the primary contact for pole attachments for the City of Bastrop. Contact information:

Email: cervin@cityofbastrop.org

Phone: 512-332-8900

Mailing Address: 1311 Chestnut Street, Bastrop, TX 78602



**STANDARD LICENSING AGREEMENT FOR ATTACHMENTS
TO UTILITY FACILITIES**

BETWEEN

CITY OF BASTROP, TX

AND

DATED:

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PREAMBLE

The City of Bastrop, (hereinafter called the "Utility"), and _____, a corporation organized under the laws of the State of _____ (hereinafter called the "Attacher"), desiring to enter into this Pole Attachment License Agreement ("Agreement") for the use of Utility's poles, erected or to be erected within the areas in which both parties render service in the State of Texas, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the promises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective _____, 2022 ("Effective Date"):

WITNESSETH

WHEREAS, the Utility and the Attacher desire to continue joint use of steel or other types of poles and in the future to establish further joint use of their respective poles when and where joint use shall be of mutual advantage; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

- A. This Agreement shall be in effect in the area in which both of the Parties render service in the State of Texas, and shall cover all poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- B. The Utility reserves the right for good cause to exclude from use any of its facilities for objective reasons of safety, reliability, capacity, and generally applicable engineering standards.

ARTICLE II - EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

- A. **Attacher** is any entity other than the Utility who either attaches to Utility facilities or installs equipment within the public right of way.
- A. **Attachment** is any Attacher cable, wire, strand, circuit, service drop, over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the pole.
- B. **Bonded-Ground** is a pedestal or other ground mounted equipment bonded to the vertical ground on a pole but not attached to the Pole.
- C. **Cost in Place** is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

- D. **Initial Safety Inspection** is a safety inspection of Utility poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Utility poles, performed after the Effective Date as explained in ARTICLE IX hereof.
- E. **Joint Pole** is a pole for which joint use is established or continued pursuant to the terms of this Agreement.
- F. **Attacher** is the party having the right under this Agreement to make and maintain Attachments on a Joint Pole that the other party owns.
- G. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.
- H. **NESC** is the National Electrical Safety Code.
- I. **Non-guyed Service Drop** is a Service Drop that requires no guys under the Attacher's design standards or the applicable specifications of ARTICLE III - SPECIFICATIONS. (If, atypically, a wire used to connect to a customer's location were to require guying under the Attacher's design standards or the applicable specifications of ARTICLE III, then it would not be treated as a Non-guyed Service Drop under this Agreement but would be treated as a cable.)
- J. **Normal Pole** is a pole which is just tall enough to provide Normal Space, as Normal Space is hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in ARTICLE III - SPECIFICATIONS for the Attachments ordinarily placed by the parties in their respective Normal Spaces. Such pole for the purpose of this Agreement shall be a forty (40)-foot class 3 wood pole as classified by the pole classification tables of the American National Standards Institute. The foregoing definition of Normal Pole is not intended to preclude the use of Joint Poles shorter or of less strength than the Normal Pole in locations where such poles will meet the requirements of the parties hereto.
- K. **Normal Space** is the following described space:
1. For the Utility, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles.
 2. For the Attacher a space of one (1) foot on both thirty-five (35)-foot and forty (40)-foot poles at a sufficient distance below the space of the Utility to provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III - SPECIFICATIONS and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. When practicable, the Attacher will, after the Effective Date, make its initial Attachments one foot above the lowest possible point that provides such ground clearance, which is the midpoint of its Normal Space.

3. In the event the Utility installs a pole larger than the Normal Pole solely in anticipation of its future requirements or additions, the Normal Space for the Utility, as defined above, for that pole shall be increased to include the additional above ground space provided by the Utility.
- L. **Outside Party** is any person or entity which is not a party to this Agreement and which has a right to use the pole of either party.
- M. **Permit** means authorization from the Utility to the Attacher to attach an Attachment pursuant to this Agreement.
- N. **Rearrangement** is the moving of Attachments from one position to another on a pole.
- O. **Service Drop** means a wire used to connect to a customer's location. A Service Drop may run directly from a pole used to service many customers to a specific customer's location, without the use of any other poles, or a Service Drop may itself be supported by more than one pole to carry the Service Drop to the customer's location.
- P. **Space** is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Article and the specifications mentioned in ARTICLE III - SPECIFICATIONS which in certain instances permit the making of certain Attachments by one party in the space reserved for the other party).
- Q. **Technical Design Manual** is the binding policy governing non-utility pole attachments and nodal attachments as found in Appendix E. If, in any circumstance, the Technical Design Manual and this Agreement are in conflict, this Agreement shall take precedence.
- R. **Transfer** is the removal of Attachments from one pole and the placement of them or substantially identical Attachments upon another.
- S. **Utility** means the Bastrop Power & Light Department of the City of Bastrop or any other departments designated by the Director of Bastrop Power & Light to review, approve, and manage any attachment to City facilities or installations within the public right of way.

ARTICLE III - SPECIFICATIONS

Except as otherwise provided in ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS F., referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC"); (3) lawful requirements of public authorities; and (4) the requirements of APPENDIX C. It is understood by both parties that the requirements of the NESC are minimum requirements and that reasonable, additional requirements for height and strength may be required for good practice for the given local conditions.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles, which acceptance shall not be unreasonably withheld.

ARTICLE IV – JOINT POLE INVENTORY

A. In order to transition to this Agreement from the prior Agreement, an initial Inventory may be necessary to establish the baseline total of Joint Use poles. The scope and timeframe of the initial Inventory will be mutually agreed upon in writing. The Parties shall conduct each Inventory, initial or subsequent, jointly to verify the pole ownership and number of poles with at least one Attachment belonging to the other. Such inventory may be performed by a mutually agreed upon vendor or jointly by the Parties. In lieu of a physical Inventory, the Parties may agree to a joint review of records. At each Party's own expense, the scope and proportional division of cost of such Inventory shall be identified in a separate Inventory agreement. Prior to such an undertaking, the Party desiring such Inventory shall notify the other Party at least one hundred twenty (120) days in advance of the proposed start date.

ARTICLE V - ESTABLISHING ATTACHMENT TO POLES

A. Before Attacher shall make use of Utility's Poles under this Agreement, it shall comply with the requirements set forth herein. APPENDIX A or B shall be submitted along with all required documents through the City's website www.cityofbastrop.org under the Planning and Development page.

B. APPENDIX A PROCEDURE. Except in connection with (i) the placement of Non-Guyed Service Drops; (ii) the placement of distribution terminals; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) making safety corrections; (vi) Rearrangements or Transfers required by the Utility, whenever either party desires to place an Attachment on any pole of the other that is not then in joint use (including road improvement projects and reconstruction of pole lines) or where existing joint use consists solely of one or more Non-guyed Service Drops, it shall submit a completed written application therefor on the form attached hereto and identified as APPENDIX A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on APPENDIX A. In the case of overlashing, Attacher may submit after-the-fact notification, so long as Appendix A information, including engineering calculations and a pole loading study, are submitted. Within fifteen (15) business days after the receipt of such completed application the Utility shall notify the applicant whether the application is approved or rejected. If so approved or if not rejected within the fifteen (15) day period, the pole will become a Joint Pole, and the Attacher shall have the right to place Attachments on such pole as provided in this Agreement. If the Utility rejects the application in whole or in part, the Utility will specify the reason(s). The application shall be rejected only for good cause. Upon receipt of notice from the Utility that the application has been approved or in

the absence of rejection of the application within fifteen (15) business days from the receipt of the completed application, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's Attachments on such poles, including any necessary pole replacements, the applicant shall have the right as Attacher hereunder to place such Attachments on such poles in accordance with the terms of the application and of this Agreement (including ARTICLE III).

C. APPENDIX B PROCEDURE. Except in connection with (1) the placement of Non-guyed Service Drops; (ii) the placement of distribution terminals; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) the vertical use of the unused space on a pole as provided in ARTICLE IV.E. below; (vi) Rearrangements; (vii) Transfers required by the Utility and (viii) overlashing, whenever the Attacher desires to modify its existing Attachments or place one or more additional Attachments on a Joint Pole, the Attacher shall submit a completed written application therefor on the form attached hereto and identified as APPENDIX B or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on APPENDIX B. Unless the Utility rejects the completed form within fifteen (15) business days from the date of receipt, the Attacher may proceed with making such Attachments or changes as are identified in the form in accordance with the terms of the application and this Agreement (including ARTICLE III - SPECIFICATIONS). If the Utility rejects the application in whole or in part, the Utility will specify the reason(s). The application shall be rejected only for good cause. If the Utility determines that any such Attachments do not comply with the terms of this Agreement (including the provisions of ARTICLE III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Attacher shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

D. Any Non-guyed Service Drop that is placed by Attacher on Utility's pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of one or more Non-guyed Service Drops shall not, alone and without more, create Normal Space.

E. Either party, without following the APPENDIX A or APPENDIX B procedure, may utilize vertical unused space below its Normal Space as defined in ARTICLE II - EXPLANATION OF TERMS for street lighting, terminals, risers or other vertical Attachments if the existing joint use of such pole is authorized, such use does not interfere with the other party's operations, and such use complies with the terms of this Agreement (including the provisions of ARTICLE III - SPECIFICATIONS).

F. Each party shall place, Transfer and rearrange its own Attachments, and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables.

Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

G. The cost of establishing the joint use of existing poles as provided herein, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in ARTICLE X - DIVISION OF COSTS.

H. Joint use of a pole shall automatically be continued under the terms of this Agreement if either of the following circumstances applies:

1. The pole was a Joint Pole under the Old Joint Use Agreement as of the Effective Date.
2. Both parties had Attachments on the pole - the pole was actually in joint use – as of the Effective Date.

I. Both before and after any termination of the right to place Attachments on additional poles, the Attacher shall have the right to Transfer its Attachments from an existing pole to a new pole installed as part of a road widening project and to continue joint use on such pole. If the Attacher is materially breaching this Agreement or acting in bad faith or failing to cooperate or communicate as provided in this Agreement, the Utility may terminate the Attacher's rights under this ARTICLE V.I.

J. To facilitate the implementation of this Agreement, each party will share with the other party information about its future pole line projects, as appropriate, to facilitate the other party's planning and budgeting.

K. To facilitate any preparation of APPENDIX A or APPENDIX B, the parties' representatives will, as reasonably necessary and appropriate and if requested by a party, discuss with one another the matters that are the subject of APPENDIX A or APPENDIX B.

ARTICLE VI - PLACEMENT OF NEW POLES

A. Whenever either party hereto requires new pole facilities for any reason, including an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it may promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, suitable for joint use. In case of emergency verbal notice, the other party will preliminarily respond verbally on an expedited basis that it does or does not want to seek initial joint use of the new poles and will generally describe its planned initial Attachments. Within a reasonable period (not to exceed thirty (30) business days after the receipt of such written notice, the other party will submit an APPENDIX A if required by ARTICLE V above, and the provisions of ARTICLE V will govern.

B. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors to sustain any unbalanced loads caused by its Attachments except as otherwise provided under ARTICLE V - ESTABLISHING ATTACHMENT TO POLES. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

C. Any new poles that are placed within the public right of way by any entity that are not subject to Utility use must not interfere with the safe use, operations, and maintenance of Utility facilities.

ARTICLE VII - RIGHT OF WAY FOR ATTACHER'S ATTACHMENTS

While the Utility and Attacher will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Joint Poles, the Utility does not warrant or assure to the Attacher any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Attacher shall at any time be prevented from placing or maintaining its Attachments on the Utility's poles, no liability on account thereof shall attach to the Utility of the poles.

ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS

A. The Utility shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the specifications mentioned in ARTICLE III - SPECIFICATIONS and shall replace, reinforce or repair should a pole become defective.

B. When replacing a Joint Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement poles where risers (dips) are installed should be set as close as possible to the existing pole. The Utility will make reasonable efforts to conduct a joint field review or otherwise coordinate with Attacher to determine the location of the proposed pole. Reasonable efforts will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.

C. Whenever it is necessary to replace or relocate a Joint Pole, the Utility shall, before making such replacement or relocation give reasonable notice thereof by electronic mail or NJUNS (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Attacher, specifying in such notice the time of such proposed replacement or relocation and the Attacher shall at the time so specified Transfer its Attachments to the new or relocated Joint Pole.

1. Should the Attacher fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Utility Transfers have been accomplished), the

Utility may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If the Utility so elects, such old pole shall thereupon, at no cost to the Attacher, become the property of the Attacher, as is, and the Attacher shall save harmless the former Utility of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon. The unused portion of the pole above the Attacher's Attachments shall be cut off and removed by the Utility before relinquishing ownership, if the pole remains in structural conflict with the power route.

2. Should the Attacher fail to Transfer its Attachments to the new Joint Pole within five (5) business days or forty-eight (48) hours in cases of emergency, after the date specified for such Transfer of Attachments and after all third party and Utility responsible Transfers have been accomplished, whichever is later ("Attacher Transfer Date"), and if the Utility does not elect to relinquish the ownership of the old pole from which it has removed its Attachments, the Utility may use its own personnel or hire a third-party contractor to make the transfer. Attacher agrees to pay the actual costs of such transfer, plus a 15% administrative fee. The intent of this paragraph is to ensure timely Transfers and minimize situation of two or more poles needlessly remaining at the same location for extended periods of time. The aforementioned provisions of this paragraph will only apply when poles are installed in a manner consistent with ARTICLE VIII.B.

D. Each party shall at all times maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair.

E. Each party shall be responsible for right-of-way maintenance for its own circuits at its own expense.

F. Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in ARTICLE III - SPECIFICATIONS shall be brought into conformity therewith as soon as practicable. To the extent such construction is compliant with the specifications in effective at the time of installation, neither party will be required to retrofit such existing, compliant attachments and at all times NESC grandfathering rules will apply. When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections A and D of this ARTICLE VIII.

G. The cost of maintaining poles and Attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in this Agreement.

H. Where a pole currently exists, and different, new or replacement poles are needed in substantially the same place to accommodate the Attacher's desired additional Attachments or desired new joint use, then, if joint use is established or to be established as provided in this Agreement, the Utility will construct and own the new poles, and the costs will be paid as provided

in ARTICLE X - DIVISION OF COSTS. If the Utility does not commit to build the poles within the time reasonably needed by the Attacher, then the Attacher may build the poles and the costs will be paid as provided in ARTICLE X - DIVISION OF COSTS, with the party owning the existing poles owning the new poles. (This section addresses overbuilding of existing poles by the Attacher.)

I. The Utility shall have the right to require the Attacher, within ninety (90) days after the Attacher Transfer Date (as defined in ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS), either (a) to Transfer its Attachments from an existing pole to a new pole that is erected to carry the same or a similar service or Attachments as those on the existing pole, or (b) to remove its Attachments from the existing pole and terminate joint use as to the existing pole. The choice of option (a) or (b) will be the Utility's. Or, if neither the Utility nor the Attacher desires a Transfer, the Utility may elect to abandon the existing pole to the Attacher as provided in ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS C. I. In the case of any such Transfer, the costs of transferring the Attacher's Attachments will be paid by the Attacher, unless such Transfer is required due to the requirements of an Outside Party, in which case the Outside Party shall reimburse the Attacher upon demand. Should the Attacher fail to either abandon the existing pole, or transfer its Attachments, within the 90-day timeframe, then the Attacher shall be deemed to have agreed to Utility's transferring said Attachments at Utilities actual cost plus a 15% administrative fee.

ARTICLE IX - SAFETY INSPECTIONS

A. INSPECTION PERFORMANCE. If, at any point, the Utility has reasonable cause to believe Code Violations or unsafe conditions (or other violations of ARTICLE III) involving the Attacher exist on its system, it will provide documentation of this belief to the Attacher and may pursue additional inspections of the condition to any of the Attacher's Attachments, not precluding the annual inspection. Not more than once every year, the Utility may perform a periodic safety inspection of Utility's Poles, including Attachments under this Agreement. The scope of the safety inspection may include the entire system or may be limited to a smaller portion of the system, such as one circuit or the circuits fed by one substation, at the discretion of the Utility. At least three (3) months prior to any such safety inspection, Utility shall provide notice of the safety inspection to the Attacher, which shall describe the scope of the inspection and provide Attacher with notice of the anticipated date of the inspection. Utility and Attacher shall share equally in the cost of the Initial Safety Inspection and any subsequent safety inspection, whether performed directly by Utility or a third party contractor engaged by Utility, provided that to the extent that any person or entity which is not a party to this Agreement is also bound by contract or otherwise to share in the cost of any safety inspection, then the cost of any such safety inspection shall also be shared with any such person or entity not a party to this Agreement in accordance with its contractual or other obligations.

B. CORRECTIONS. In the event Attacher's facilities are in violation of the specifications set forth in ARTICLE III, and such violation poses an imminent danger to persons or property ("Imminent

Danger Violation”), such party shall correct such violation immediately, but at least within twenty-four (24) hours, unless otherwise agreed to by the parties. Should Attacher fail to correct such violation after notice, the Utility may correct the violation and bill the Attacher for the Actual Costs incurred plus a 15% administrative fee. Attacher shall not be subject to any safety violation penalties pursuant to a system-wide Safety Inspection provided that Attacher corrects any safety violation that is not an Imminent Danger Violation (a “Non-Imminent Danger Violation”) discovered during the Safety Inspection within eighteen (18) months of the documentation and reporting of the violation or unsafe conditions. For Safety Inspections involving a smaller scope of work (such as one circuit or the circuits fed by one substation), if any facilities of the Attacher are found to be a Non-Imminent Danger Violation, and Attacher has caused the violation, Attacher shall have sixty (60) days to correct any such violation upon written notice from Utility, or within a longer, mutually agreed-to time frame. If correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Utility or any other third party prevents Attacher from properly correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Attacher was unable to correct the violation due to such actions of the Utility or the third party. Attacher will not be responsible for the costs associated with violations caused by others. In all circumstances, all of the parties on the Pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Attacher shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Attacher, including removal and replacement of the pole and all Transfers or other work incident thereto. Attacher shall insure that its employees, agents, or contractors, which Attacher causes to work on Utility Poles, will be notified of pending, unresolved Poles requiring corrective actions, prior to activities on such Poles, and Attacher shall not allow unqualified, or improperly equipped personnel to work on such poles.

C. PENALTIES. Utility may impose a penalty in the amount of one hundred (\$100) dollars for any violation caused by Attacher that is not corrected in accordance with the terms of this Agreement.

D. OBSERVED SAFETY VIOLATIONS. For avoidance of doubt, Attacher shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

ARTICLE X - DIVISION OF COSTS

A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. Whenever Utility requires new pole facilities within the Attacher’s service territory for any reason, including an additional Pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Attacher to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new pole. In the case of emergency, the Attacher will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after

the receipt of such written notice, the Attacher shall submit the notice required under ARTICLE V - ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE. If Attacher chooses to attach to a newly installed pole(s) and requires more than the 12" of space on such pole, then the Attacher shall pay the incremental cost of the required new pole. If in connection with the construction of a pole(s) the Attacher makes the payment required by this paragraph, then the Attacher shall in the future be entitled to attach on such pole(s) even if the pole(s) does not at that time become a Joint Pole. If joint use is established pursuant to ARTICLE VI – PLACEMENT OF NEW POLES A. above, the cost to erect new Joint Poles coming under this Agreement, to construct new pole lines, or to make extensions to existing pole lines shall be borne by the parties as set forth in this ARTICLE X – DIVISION OF COSTS A. If joint use is not established pursuant to ARTICLE VI - PLACEMENT OF NEW POLES A. above, the provisions of ARTICLE X – DIVISION OF COSTS below will control.

1. A Normal Pole, or if adequate a Joint Pole smaller than the Normal Pole, shall be erected at the sole expense of the Utility.
2. A pole larger than the Normal Pole, the extra height or strength of which is due wholly to the Utility's requirements including owner's requirements for pole space in excess of Normal Space set forth in ARTICLE II - EXPLANATION OF TERMS and requirements as to keeping the Utility's wires clear of trees shall be erected at the sole expense of the Utility.
3. In the case of a pole larger than the Normal Pole, the extra height or strength of which is due wholly to the Attacher's requirements including Attacher requirement for pole space in excess of Normal Space set forth in ARTICLE II - EXPLANATION OF TERMS and requirements as to keeping the Attacher's wires clear of trees, the Utility shall pay all costs associated with the construction of a Normal Pole and the Attacher shall pay to the owner the remaining costs of erecting the larger than Normal Pole. If in connection with the construction of a pole the Attacher makes the payment required by this paragraph, then the Attacher shall in the future be entitled to its Space on such pole even if the pole does not at that time become a Joint Pole; provided, however, if the Attacher does not attach to the pole within three years from the date the pole was set, then the Attacher shall no longer be entitled to its Space on such pole.
4. In the case of a pole larger than the Normal Pole, the extra height or strength of which is due to the requirements of both parties for greater than Normal Space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such pole and the Cost in Place of a Normal Pole shall be shared equally by the Attacher and the Utility, with the rest of the cost of erecting such pole to be borne by the Utility.
5. A pole, including all appurtenances or fixtures, erected between existing poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the owner and the Attacher, which it would have been unnecessary except solely due to Attacher's use had not been undertaken, shall be erected at the sole expense of the Attacher.

B. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for poles made by the Attacher under any provisions of this Article shall not entitle the Attacher to the ownership of any part of the poles for which it has contributed in whole or in part.

C. REPLACEMENT OF EXISTING POLES. Where an existing pole is replaced for maintenance purposes, Utility shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Utility will pay all the costs of installing the replacement pole. Attacher will pay to replace its existing Attachments. The replaced pole shall be removed and retained by Utility.

1. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Utility's requirements, such as providing service, normal maintenance, or keeping the Utility's wires clear of trees, shall be erected at the sole expense of the Utility. The Utility shall bear the full expense of replacing or transferring all the Utility's Attachments and the Attacher shall bear the full expense of replacing or transferring all the Attacher's Attachments within 90 days from date Utility notifies Attacher that the new pole is ready for transfer.

2. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Attacher's requirements, including Attacher's requirements as to keeping the Attacher's wires clear of trees, the Attacher shall pay to the Utility the Make-ready cost of the new pole.

3. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to Attacher's requirements such as providing service, correcting a safety violation or keeping Attacher's wires clear of trees, Attacher shall pay all of the Make-ready cost of the new pole, including any costs associated with replacing or Transferring Attacher's Attachments.

4. In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such pole and the Cost in Place of the existing pole shall be shared equally by the Attacher and the Utility, and other third parties, if applicable, the rest of the cost of erecting such pole to be borne by the Utility. The Utility and Attacher shall replace or Transfer all Attachments at their own expense.

5. In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due wholly to the requirements of an Outside Party, the Outside Party shall pay all of the Make-Ready cost of the new pole, including any costs associated with replacing or Transferring Attacher's Attachments.

D. **RESPONSIBILITY FOR OWN ATTACHMENTS.** Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

E. **SERVICE DROPS.** Where an existing pole is replaced by a taller one to provide the necessary clearance for the Attacher's Service Drop, the Attacher shall pay to the Utility the installed cost of the new pole plus the labor costs of replacing or Transferring of the Attachments on the existing pole and the cost to remove the existing pole, minus any salvage value to the Utility.

F. **PAYMENT BASIS.** Payments made under the provisions of this Article may be based on the estimated or Actual Cost, as mutually agreed upon (including overhead), of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

G. **UTILITIES INSTALLING LARGER POLES FOR UTILITY'S FUTURE USE.** In the event the Utility installs a utility pole larger than is initially required for Utility's and Attacher's use in anticipation of Utility's future requirements or additions, the additional space provided by Utility shall be reserved for Utility's sole use. Attacher may request documentation to validate the need for future space.

H. **CORRECTIVE MEASURES.**

1. If any Attachment of the Attacher is found to be in violation of the terms of this Agreement, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Attacher shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

2. If any Attachment of the Utility is found to be in violation of the terms of this Agreement, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Utility shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

3. If there exists a violation of the terms of this Agreement (including the provisions of ARTICLE II - EXPLANATION OF TERMS and ARTICLE III - SPECIFICATIONS), and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in any costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.

4. If one or more Outside Party Attacher(s) caused the violation, then such Outside Party Attacher(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Attacher, Utility and any other Attachers; and the Utility will make reasonable effort to cause the Outside Party to make such payment.

I. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES.

1. If an existing pole not in joint use was constructed before the Effective Date and becomes a Joint Pole, the Attacher shall pay all necessary Make-ready costs associated with the Attacher attaching to the pole.

2. If an existing pole not in joint use was constructed after the Effective Date and becomes a Joint Pole, then:

a. The Attacher shall pay all Make-ready costs associated with the Attacher attaching to the pole if (i) the Utility gave notice pursuant to ARTICLE VI.A. but (a) the Attacher did not, if required, submit an APPENDIX A as provided in ARTICLE V - ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE and, if applicable, ARTICLE VI.A.; or (ii) both (a) the pole is a Normal Pole or larger and (b) was constructed in connection with a project involving three (3) or fewer poles.

b. If (i) the Utility did not give notice pursuant to ARTICLE VI.A. with respect to the pole, and (ii) either (a) the pole is smaller than a Normal Pole or (b) the pole was constructed in connection with a project involving four (4) or more poles, then the Utility shall pay all Make-ready costs associated with the Attacher attaching to the pole.

J. BUILDING DOWN. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Normal Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Normal Space.

K. MAKE-READY WHEN APPENDIX A OR APPENDIX B NOT REQUIRED. Except as provided in ARTICLE X.I. above, the Utility shall not be obligated to pay Make-Ready costs for any initial or additional Attacher Attachment for which an APPENDIX A or APPENDIX B is not required.

ARTICLE XI - UNAUTHORIZED ATTACHMENTS

If any Attachment made after the Effective Date of this Agreement is identified for which the APPENDIX A or APPENDIX B requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), then the Attacher shall pay to the Utility a one-time fee of fifty dollars (\$50) per pole plus a sum equal to the adjustment payments that would have been payable from and after the date the Attachment was first placed on the Utility's pole as determined from Attacher's records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Attacher will pay a sum equal to the adjustment payments that would have been payable from and after the date the last Actual Inventory of Joint

Poles was conducted, subject to any applicable laws regarding statutes of limitations. In addition, the Utility may, without prejudice to its other rights or remedies under this Agreement, require the Attacher to submit within fifteen (15) business days of verification by Attacher that an Attachment is an Unauthorized Attachment (provided that Attacher has 30 days to verify or deny that an Unauthorized Attachment exists upon receiving written notice from Utility), an APPENDIX A or APPENDIX B, as appropriate, along with supporting engineering design data for each such Attachment, and upon review of such information, the Utility may require the Attacher to make or pay for such modifications as may be specified by mutual consent of the parties or if non-approval of APPENDIX A or APPENDIX B is justified, remove the Unauthorized Attachment at Attacher's expense within 90 days or by mutual agreement after Attacher has verified that the Attachment is an Unauthorized Attachment. If Attacher has failed to submit an APPENDIX A or APPENDIX B, as appropriate, or has not removed such Unauthorized Attachments within the 90 days or by mutual agreement if such non-approval is justified, then the Utility may remove such Attachments at the Attacher's expense and with no liability to Utility, in which event the Attacher shall reimburse the Utility upon demand for the cost the Utility incurred in making such removal and shall indemnify and save the Utility harmless from and against all loss, liability, or expense (including but not limited to claim of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of negligence, gross negligence or intentional misconduct. Nothing herein shall relieve the Attacher of its obligation to maintain Attachments at all times in conformity with ARTICLE III - SPECIFICATIONS.

ARTICLE XII - ABANDONMENT OF JOINT USE POLES

- A. If the Utility desires at any time to abandon any Joint Pole, it shall, except as provided in ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS C., give the Attacher notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If at the expiration of said period the Utility shall have no Attachments thereon, but Attacher has not removed its Attachments, such pole shall thereupon become the property of the Attacher, as is, and the Attacher shall save harmless Utility from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such pole or of any Attachments thereon; and shall pay the Utility the then depreciated value in place of the pole to the Utility. The Utility shall further evidence transfer of title to the pole by appropriate means. Credit shall be allowed for any payments which the Attacher may have made under the provisions of ARTICLE X - DIVISION OF COSTS, when the pole was originally set, provided the Attacher furnishes proof of such payment.
- B. The Attacher may at any time abandon the use of a Joint Pole by removing therefrom any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE XIII – ADJUSTMENT PAYMENTS

A. At intervals of five (5) years, unless otherwise mutually agreed by the parties, an actual inventory of Joint Poles shall be made by representatives of the parties (the "Actual Inventory"). At the request of either party, an Actual Inventory shall be initiated within a year of the Effective Date and be promptly completed as the parties may more particularly agree. For the purpose of such Actual Inventory, any pole used by the Attacher for the sole purpose of attaching wires or cables thereto shall be considered a Joint Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Attacher has Attachments on Utility's poles.

B. For a year in which there is no Actual Inventory, the number of Joint Poles used in calculating the adjustment payments provided for herein shall be based on the number of applications submitted by the Attacher.

C. For a year for which there is an Actual Inventory, the adjustment payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in ARTICLE XIII.D. below.

D. For a year for which there is an Actual Inventory, the following adjustment shall be made:

1. The difference between the number of Joint Poles found by the Actual Inventory for the year in question and the number of Joint Poles found by the previous Actual Inventory, whenever conducted, including any Actual Inventory conducted prior to the Effective Date of this Agreement, shall be prorated evenly based on the assumption that such poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.

2. If the adjustment payment so calculated pursuant to this section is greater than the adjustment payment that was actually made, the difference shall constitute an additional amount owed by the Attacher to the Utility; if less, the difference shall constitute an amount owed by the Utility or a credit to the Attacher.

ARTICLE XIV – FEES AND CHARGES

A. Payment of Fees and Charges. Attacher shall pay to Utility fees and charges and shall comply with the terms and conditions specified in the Agreement.

B. Payment Period. Unless otherwise expressly provided, Attacher shall pay any invoice it receives from Utility pursuant to this Agreement within thirty (30) calendar days after Attacher receives the invoice.

C. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of the calendar year prior to the Attachment rental year, each party

acting in cooperation with the other. For example, on or about December 1st, 2022, Utility will issue the rental invoice for the rental period covering January 1, 2023 through December 31, 2023.

D. Annual Pole Attachment Fee per pole per year shall be as follows:

Duration: Jan.1, 2023 - Dec. 31, 2023

Rate: \$15.20

For years 2024 and after, the annual adjustment payment shall be determined by applying the most recent twelve (12) months' percentage change in the Handy Whitman Index (HWI) July index numbers for the North Central Region Account 364, Poles Towers and Fixtures, to the previous year's rate. In the event the HWI is no longer usable for this purpose, the parties shall use the Consumer Price Index-All Urban Consumers-Not Seasonally Adjusted for the Midwest Urban area, or such other index as is the closest equivalent thereof. The rate for each such year shall be calculated as in the following example:

For example 2022, the adjusted rate would be the Percentage of Change (PC) in the HWI 2021 and the HWI 2020 multiplied by the Amount Payable by Attacher (in 2021).

OR: $AC = AP + IC$ where

AC = Adjusted Rate Current Year (for 2022)

AP = Adjusted Rate Previous Year for the Attacher and Utility

IC = Incremental Change = $PC \times AP$

$PC = (HWI\ 2021 - HWI\ 2020) / HWI\ 2021$

The adjusted rates for subsequent years would be calculated in like manner.

F. Notwithstanding any other provision hereof, a pedestal or other ground mounted equipment with a Bonded-Ground will have a one-time attachment fee of fifty dollars (\$50) rather than an annual pole charge. The fee is tabulated at the time of the Actual Inventory. During the Actual Inventory, there shall be a count of the total number of pedestals or mounted equipment with a Bonded-Ground. Subtracted from this count will be the prior Actual Inventory count of the total number of pedestals or mounted equipment with a Bonded-Ground. The increase will be billed at a rate of fifty dollars (\$50).

G. Non-Recurring Fees:

a. Permit Application Fee:

| Number of Poles Affected | Application Fee (Per Application) |
|--------------------------|-----------------------------------|
| 1-10 | \$50 |
| 11-20 | \$150 |

| | |
|-------|--------------------------------|
| 21-25 | \$250 |
| 26+ | Cost Estimate Will Be Provided |

- b. Make Ready Charges: See Article X
- c. Miscellaneous Charges: See Article X
- d. Unauthorized Attachment Fee: See Article XI
- e. Safety Inspection Fees: See Article IX
- f. Inventory Inspection Fees: See Article XIII
- g. Timely Transfer Fees: See Article VIII

ARTICLE XV – DEFAULTS

A. If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use and if such default shall continue for a period of ninety (90) days after such suspension, the party not in default may forthwith terminate this Agreement.

B. If after reasonable notice either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such a payment within thirty (30) days upon presentation of bills therefor shall, at the election of the other party, constitute a default under this ARTICLE XV.

ARTICLE XVI - RIGHTS OF OTHER PARTIES

A. If either of the parties hereto has, prior to the execution of this Agreement, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of ARTICLE XVI.B. below, except where such Outside Parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. The Utility shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. If either party hereto desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the

following: (1) such Attachments shall be maintained in conformity with the requirements of ARTICLE III - SPECIFICATIONS, and (2) such Attachments shall not be located within the space allocation of Attacher. The Utility shall derive all of the revenue accruing from such Outside Parties.

C. With respect to any rights and privileges granted by pole owner under this Article to others not parties hereto, owner shall reimburse Attacher's cost for transferring and rearranging Attacher's Attachments to provide space for Attachments for such Outside Parties.

D. Outside Parties shall be responsible for their pro rata share of any costs mentioned in ARTICLE X-DIVISION OF COSTS.

ARTICLE XVII - ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such pole by the permission as aforesaid of either party herein shall be considered as the Attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVIII - WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XIX - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon Joint Poles, and the taxes and the assessments which are levied on Joint Poles shall be paid by the pole owner Utility, but any tax, fee, or charge levied on Utility's poles solely because of their use by the Attacher shall be paid by the Attacher.

ARTICLE XX - BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

B. All amounts to be paid by either party under this Agreement shall be due and payable within thirty (30) days after the invoice is received. Except as provided in ARTICLE XX.C. below, any payment not made within thirty (30) days from the due date shall bear interest at the rate of a half percent (.5%) per month until paid, or if a half percent (.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of a half percent (.5%) per month until paid, or if a half percent (.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within thirty (30) days of receipt of substantiation and determination of the correct amount.

ARTICLE XXI – NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Attacher:

Utility

Title: Bastrop City Manager

Email: scarrillo@cityofbastrop.org Phone: 512-332-8800

Mailing Address: 1311 Chestnut Street, Bastrop, TX 78602

B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in ARTICLE XXI.A. above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or APPENDIX A or APPENDIX B shall be made to the sender rather than to the person designated in ARTICLE XXI.A. or ARTICLE XXI.B. above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable electronic means, such as email or facsimile.

E. A second copy of any notice given under ARTICLE XV – DEFAULTS shall be given to the following persons, who may from time to time be changed by written notice:

Attacher:

Utility

Title: Director of Bastrop Power & Light

Email: cervin@cityofbastrop.org

Phone: 512-332-8900

Mailing Address: 1311 Chestnut Street, Bastrop, TX 78602

F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE XXII - TERM OF AGREEMENT

A. The Attacher shall have 180 days from the date the Utility has issued a Permit to complete attachment of Attacher's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall terminate without further notice to Attacher as to any pole or poles covered by the Permit to which Attacher has not attached its Attachment.

B. If at any time after Attacher has attached its Attachment to the Utility's poles, the Utility is informed or has reason to believe that such Attachment is not authorized by any governmental

authority or private property owner, then Attacher shall remove its Attachment from any of the Utility's poles immediately after receiving notice from the Utility of such circumstance and the Permit covering such poles shall automatically terminate, provided, however, if Attacher is in the process of disputing such lack of authority, and has received permission to remain on the pole pending the outcome of the dispute, Attacher may maintain its Attachment without any liability to Utility thereto.

C. The Utility may, in addition to seeking any other remedy available to it, terminate this Agreement or any Permit issued under this Agreement if Attacher fails to comply with any of the provisions of this Agreement and fails within 30 days (or such longer reasonable period if a 30 day cure period is not possible) after written notice from the Utility to correct such neglect, refusal, or default.

D. In the event a governmental entity at any time requires the Utility to remove 1 or more of its poles, any Permit issued to Attacher for such poles shall automatically terminate as to such poles, in which event the Utility shall refund to Attacher any unearned payments made pursuant to this Agreement.

E. Attacher may at any time terminate any right to attach an Attachment to any pole by removing its Attachment from such pole and notifying Utility of such removal. The Permit covering such pole shall terminate upon receipt of such notice by the Utility. Attacher may at any time terminate this Agreement by removing all of its Attachments from all of the Utility's poles and notifying the Utility of such removal.

F. Except as otherwise provided in this Agreement, the Attacher shall have 60 days within which to remove its Attachments from the Utility's pole or poles upon termination of this Agreement or of a Permit issued under this Agreement. If the Attacher fails to remove its Attachments from the Utility's pole or poles within such 60-day period, the Utility shall have the right to remove the Attacher's Attachments from said pole or poles, without notice or liability of any kind to the Attacher, in which event the Attacher shall reimburse the Utility upon demand for the cost the Utility incurred in making such removal. The Attacher shall indemnify and save the Utility harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

G. All Permits issued under this Agreement shall automatically terminate upon termination of this Agreement.

ARTICLE XXIII - EXISTING CONTRACTS

All existing agreements for Pole attachment license between the parties, and all amendments thereto (hereinafter "Old Joint Use Agreement") are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXIV – LIABILITY

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or to the property of either party, or for injuries to other persons or their property arising out of the joint use of poles under this Agreement, or due to the proximity of the parties' Attachments to such Joint Poles, the liability for such damages as between the parties hereto shall be as follows:

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

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

C. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

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

E. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY SUCH PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF SUCH PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF

LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED OR WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

ARTICLE XXV – CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement, nor prior drafts of this Agreement, nor the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

ARTICLE XXVI - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

ARTICLE XXVII – INSURANCE

A. Policies Required. At all times during the term of this Agreement, Attacher shall keep in force and effect all insurance policies as described below:

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Texas law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Attacher shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Insurance Policy. All insurance policies shall be in strict accordance with the City's rights-of-way management ordinance (Ord. No. 2017-31), and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

3. Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Texas and have an "A" or better rating in Best's Guide. Such

insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of License shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Attacher is required to obtain under this ARTICLE XXVII with the same limits.

C. Certificate of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the Attacher will furnish the Utility with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. The Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. The Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by the Utility. Attacher shall defend, indemnify and hold harmless the Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Attacher shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to the Utility upon request.

D. Limits. The limits of liability set out in this Article XXVII may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Attacher's exposure to risk.

E. Prohibited Exclusions. No policies of insurance required to be obtained by Attacher or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Attacher's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

F. Deductible/Self-insurance Retention Amounts. Attacher shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

G. Additional Insurance. The Utility shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this ARTICLE XXVII. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Utility within thirty (30) days of the Attacher providing proof of such additional premium to the Utility and requesting payment therefor.

ARTICLE XXVIII – GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas without regard to its rules regarding choice of law. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the State Courts within Bastrop County in the State of Texas, and the parties expressly waive the right to bring any legal action or claims in any other courts.

ARTICLE XXIX - SEVERABILITY

The provisions (or parts thereof) of this Agreement shall be severable. In the event that any provision (or part thereof) of this Agreement is determined to be illegal, invalid, or otherwise enforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Agreement.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

Utility

By:

Printed Name

Title

Date

Attacher

By:

Printed Name

Title

Date

APPENDIX A – REQUEST TO ATTACH TO POLE(S)

Attacher Job Number _____ (to be completed by Attacher)

Pole Owner Job Number _____ (to be completed by Pole Owner)

REQUEST FOR POLE OWNER'S APPROVAL TO PLACE ATTACHMENTS ON A POLE: *(To be completed by the Attacher)*

Make-ready work required: Yes ____ No ____ Number of poles affected:

To: _____

POLE OWNER

DATE OF REQUEST

ADDRESS

This is to request permission for this Company to use jointly certain of your poles under the terms and conditions of our agreement for Pole Attachment License Agreement ("Agreement"). Our present plan is to start this work about _____, 20__ and complete the work about, _____, 20__.

Attached are copies, which contain the above job number, of detailed construction plans and drawings, together with necessary maps, to indicate specifically your poles that we wish to use jointly, the point of attachment on each pole, the number and character of the attachments to be placed on such poles (including messenger type, cable type, guy type, anchor type, and anchor distance from poles), any rearrangements of fixtures and equipment necessary, as well as any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of the Agreement.

The included technical information represents our proposed facilities, and any changes in cables, messengers, guys, anchors, or points of attachment above ground will be submitted to the Pole Owner for approval prior to construction. Should additional information be required by the Pole Owner for verification of compliance with the NESC or other applicable standards, the Attacher will provide such information.

The Attacher will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Attacher's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

Number of poles affected: _____

If the joint use proposed is agreeable, please signify your approval of this request in the spaces provided and return a copy to the Applicant.

ATTACHER (COMPANY NAME)

CONTACT NUMBER

NAME OF APPLICANT

SIGNATURE OF APPLICANT

ADDRESS

TITLE

APPROVAL TO PROCEED WITH ATTACHMENTS: *(To be completed by the Pole Owner and sent to the Applicant)*

DATE

This is to advise you that the above request to use jointly certain poles of this system is approved. You may proceed with such joint use of poles on the terms and conditions of the Agreement referred to above, under the conditions outlined in your request, and subject to the changes and rearrangements at a cost to you of \$_____.

TITLE OF POLE OWNER'S REPRESENTATIVE

SIGNATURE OF POLE OWNER'S REPRESENTATIVE

CONTACT NUMBER

APPENDIX B – REQUEST TO MODIFY ATTACHMENTS ON EXISTING POLE

Attacher Job Number _____ (to be completed by Attacher)

Pole Owner Job Number _____ (to be completed by Pole Owner)

APPLICATION TO ADD OR MODIFY ATTACHMENTS ON AN EXISTING JOINT USE POLE: *(To be completed by the Attacher)*

Make-ready work required: Yes ____ No ____ Number of poles affected:

To: _____
POLE OWNER

DATE OF REQUEST

ADDRESS

This is to apply to add or modify attachments on existing joint use poles under the terms and conditions of our agreement for Pole Attachment License Agreement ("Agreement"). Our present plan is to start this work about _____, 20__ and complete the work about, _____, 20 __.

Attached are copies, which contain the above job number, of detailed construction plans and drawings, together with necessary maps, to indicate specifically the attachments we intend to add or modify, the point of attachment on each pole, the number and character of the attachments currently installed and those to be placed, replaced, or removed on such poles (including messenger type, cable type, guy type, anchor type, and anchor distance from poles), any rearrangements of fixtures and equipment necessary, as well as any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of the Agreement.

The included technical information represents our existing and proposed facilities, and any changes in cables, messengers, guys, anchors, or points of attachment above ground other than those listed will be submitted to the Pole Owner for verification of compliance prior to construction. Should additional information be required by the Pole Owner for verification of compliance with the NESC or other applicable standards, the Attacher will provide such information. The Attacher will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Attacher's proposed service and all easements, licenses, rights-of way and permits necessary for the proposed use of these poles. If the additions or modifications proposed are agreeable, please signify your approval of this request in the spaces provided and return a copy to the Applicant.

ATTACHER (COMPANY NAME)

CONTACT NUMBER

NAME OF APPLICANT

SIGNATURE OF APPLICANT

ADDRESS

TITLE

APPROVAL TO PROCEED WITH ATTACHMENTS: *(To be completed by the Pole Owner and sent to the Applicant)*

DATE

This is to advise you that the above request to use jointly certain poles of this system is approved. You may proceed with such joint use of poles on the terms and conditions of the Agreement referred to above, under the conditions outlined in your request, and subject to the changes and rearrangements at a cost to you of \$_____.

TITLE OF POLE OWNER'S REPRESENTATIVE

SIGNATURE OF POLE OWNER'S REPRESENTATIVE

CONTACT NUMBER

APPENDIX C – SPECIFICATION FOR ATTACHER’S ATTACHMENTS TO UTILITY POLES

Attacher, when making Attachments to Utility Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with ARTICLE III – SPECIFICATIONS.

B. Clearances

1. Attachment and Cable Clearances: Attacher's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code ("NESC") and in drawings and specifications Utility may from time to time furnish Attacher. (See Drawings A-01 to A-11.)

2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Utility's service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3). (see drawing A-5)

3. Other Drop Clearances: All other drop clearances at the mid-span must conform to NESC table 235-6 (or its successor).

a. Sag and Mid-Span Clearances: Attacher will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E 1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

NESC table 235-6 requires:

- 12" from neutral (by exception #16)
- 30" from supply lines carrying 0 to 8.7 kV (secondary)
- 30" plus 0.4" per kV in excess of 8.7 (primary)

4. Vertical Risers: All risers, including those providing 120/240 volt power for Attacher's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible), attached to the pole with stand-off brackets. A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained. (See Drawings A-02 and A-04.)

5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of the Utility pole. Attacher's cable/wire Attachments shall be placed on the same side of

the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces. (See Drawing A-09.)

6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Utility facilities, or the distance specified by the Utility, whichever is greater.

1. License shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's poles by Attacher's Attachments. Anchors must be guyed adequately.

2. Anchors and guy wires must be installed on each Utility pole where an angle or a dead-end occurs. Attacher shall make guy attachments to poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of Utility.

3. Attacher may not attach guy wires to the anchors of Utility or third-party user without the anchor owner's specific prior written consent.

4. No Attachment may be installed on a Utility pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Utility poles until all required guys and anchors are installed.

5. Attacher's down guys, if needed, shall be bonded, to the vertical ground wires of Utility's pole, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by the Utility as an item of Make-ready work. Utility will determine if guys should be grounded or insulated.

D. Certification of Attacher's Design

1. Attacher's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Texas, certifying that Attacher's aerial cable design fully complies with the NESC and Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.

2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Utility

2. Cable Bonding: Attacher's messenger cable shall be bonded according to NESC rule 92C 1 as a minimum, or at every pole with a vertical ground, as determined by the Utility. If no ground exists

on a pole to be bonded, Attacher shall install a pole ground in accordance with the attached detail drawing. (See Drawings A-03 to A-04.)

3. Customer Premises: Attacher's service drop into customer premises shall be protected as required by the most current edition of the NEC.

4. Communication Cables: All communications cables/wires not owned by Utility shall be attached within the communications space that is located 40 inches below the lowest Utility conductors. (See Drawings A-01 through A-11.)

5. Riser Installations: All Attacher's riser installations shall be in utility-approved conduit materials and placed on stand-off brackets. Ground wires may be attached directly to pole. (See Drawings A-02 to A-04.)

6. Tagging: On every other pole, Attacher's mainline cables shall be identified with a band-type communications cable tag or other identification acceptable to Utility within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Attacher name and emergency contact number.

F. Distributed Antenna System

1. The applicant is responsible for responding to any and all community concerns or complaints related to the antenna, including aesthetic appearance, health concerns due to radio frequency emissions, etc.

2. Applicants seeking to attach pole-top antennas must provide the utility with the following:

a. Spec sheets (including typical attachment drawings) and design information for the equipment proposed for attachment;

b. Maps detailing locations for proposed attachment.

3. The Utility must approve the design and mounting requirements for all pole-top, and other type antennas.

4. The Utility must approve all pole locations selected for antenna placement.

5. Proposed pole-top antenna locations must have adequate pole space and not exceed the pole's maximum loading. The applicant is solely responsible for all associated Make-ready costs needed to bring the pole into compliance.

a. Only one antenna will be allowed on a pole.

6. Poles selected for pole-top antennas must meet the following criteria

a. Must be a tangent pole;

b. Poles selected must not have existing equipment (regulators, gang switches, capacitors, etc.);

c. Pole must be readily accessible by bucket truck;

d. Minimum of a class 3 pole.

7. Antennas must be a minimum of 5 feet above the highest electric attachment.
 - a. Pole extensions are not permitted.
 - b. In most cases, the pole must be changed out.
 - c. The Applicant will be responsible for the cost of the pole-loading analysis (if required by the Utility).
 - d. In the event the total height of the pole with the antenna attachment exceeds 60 feet, NESC rule 250D shall apply to the pole-loading analysis.
8. All pole-top antennas will be installed by the Utility or a contractor approved by the Utility.
9. A new ground rod is required at all pole-top antenna locations.
10. Antenna riser cables and grounds must be installed in a minimum of Schedule 40 conduit not larger than 2 inches.
11. All antenna power sources must have a lockable disconnect installed, to allow for the antenna power source and any back-up power sources to be disconnected. The Attacher must provide the Utility with access to the disconnect by providing keys or combination to the lock. Disconnect and meter boxes must be installed according to Utility's standards.
12. Where required, two RF warning signs must be installed. One RF warning sign must be placed at eye level, and a second sign must be placed at the pole top, just beyond where the safe approach distance ends. The sign must include the Utility's name, contact number, and the approach distance of the antenna
 - a. The applicant must provide the Utility with documentation that confirms all RF emissions comply with applicable laws governing RF exposure levels
13. Applicants seeking to attach antennas to streetlight arms must provide Utility with the following:
 - a. Spec sheets and design information for the equipment proposed for attachment;
 - b. Maps detailing locations for proposed attachment.
14. The Utility must review and approve the design and mounting requirements for antennas prior to the commencement of any installation.
15. All antennas must clamp to the streetlight arm. Holes drilled in the arm or bracket will not be permitted.

APPENDIX D – REFERENCE CONSTRUCTION DRAWINGS



Appendix E

Technical Design Manual

Installation of Network Nodes and Node Support Poles

Pursuant to Tex. Loc. Gov. Code, Chapter 284

Prepared for: City of Bastrop

Updated: September 2022

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of Bastrop, Texas (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”.

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301ⁱ, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City’s Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS.

The definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.ⁱⁱ

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Bastrop, Texas or its lawful successor.

City Council means the municipal governing body of the City of Bastrop, Texas.

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and collocation mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Administrator means the Director of Bastrop Power & Light for the City of Bastrop, Texas, or designee.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower

Network provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of

supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

SCADA or Supervisory Control and Data Acquisition systems means a category of software application programs and hardware used by the City for process control and gathering of data in real time from remote locations in order to monitor equipment and conditions of the City public water and wastewater utility facilities. These systems may utilize both cable and wireless communications.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of “Network Node.”

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-

of-way may include sidewalks, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. **Municipal Parks and Residential Areas.** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

a. not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

b. adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

1.2 Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. **Historic District and Design Districts.** In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

2.1. As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.

2.2. The City request that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.

2.3. A Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.

2.4. Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. **Historic Landmarks.** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

4. **Compliance with Undergrounding Requirements.** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least preferable locations.

1. **Residential Areas and Parks.** A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

2. In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

3. **Historic Districts and Design Districts.** A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design Districts or in an area of the City zoned or otherwise designated as a Historic District unless such a Network Node or a new Node Support Pole is camouflaged.

C. Most preferable locations

1. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Designated Areas.

1. The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.

2. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

3. While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas.

E. Exceptions

The City by its discretionary consent and agreement may grant exceptions to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. *Existing telephone or electrical lines between existing utility poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. Municipal Service Poles:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. *Ground Equipment.* Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the City's publicly disclosed public right-of-way management ordinance or this Design Manual.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information:

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.ⁱⁱⁱ

2. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of non-interference with City Safety Communication or SCADA Networks.*

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, SCADA system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment:*

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the

Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the Director of Bastrop Power & Light and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$500.00 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

B. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

3. Before commencing underground installation, 811 Dig Tess must be called so that the area can be flagged for underground utilities.

C. Network Node facilities placement:

1. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, six feet from the street curb and within six inches of the adjoining property line.

2. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and

protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site.* There shall be no more than one Network Node on any one Pole.

D. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

- a. 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- b. 55 feet above ground level.

3. *Type of Pole.* To be consistent with the City's current practices, all new Network Support Poles shall be constructed of metal.

4. *Placement.* All Network Support Poles shall be placed at the greater of:

- a. Six Feet from the curb or, when no curb is present, end of the pavement;
- b. Six inches from the adjoining property line;
- c. If the right-of-way is less than 6 feet, then the Network Support Pole shall be placed six inches from the adjoining property line.

5. *Location with respect to underground utilities.* All network support poles shall be installed at least nine (9) feet from the centerline of any existing underground utility.

E. Ground Equipment.

1. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street

corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the Director of Bastrop Power & Light in writing.

3. *Minimize Ground equipment density:*

In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the Director of Bastrop Power & Light, or designee, may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

4. *Water, Sewer and Storm Drainage Lines:*

Special precautions must be taken where underground fiber optic cable is installed in public street right-of-ways commonly used for utility corridors.

- a. Underground utilities and service connections must be identified prior to excavation. "Dig Alert," "One Call," or similar underground utility contractor must be contacted to identify the locations of subsurface utilities.
- b. If temporary disruption of service is required, the installation contractor must notify the City, the service provider, and customers at least 24 hours in advance. No service on such lines may be disrupted until prior approval from the City and the service provider.
- c. At locations where the fiber optic cable will cross other subsurface utilities or structures, the cable must be installed to provide a minimum of 12 inches of vertical clearance between it and the other subsurface utilities or structures, while still maintaining the other applicable minimum depth requirement. To maintain the minimum depth requirement, the cable must be installed under the existing utility. If the minimum 12-inch clearance cannot be obtained between the proposed cable facility and the existing utility, the fiber optic cable must be encased in steel pipe of avoid future damage.
- d. *Existing Water Lines:* No communication lines shall be placed on top of a water line but may be placed to the side of a water line at least 4 feet from the center line of the water line. When crossing a water line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a water line.

- e. *Existing Sewer Lines:* No communication lines shall be placed on top of a sewer line but may be placed to the side of a sewer line at least 4 feet from the center line of the sewer line. When crossing a sewer line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a sewer line.
- f. *Existing Storm Drainage Lines:* No communication lines shall be placed on top of a storm drainage line but may be placed to the side of a storm drainage line at least 4 feet from the center line of the storm drainage line. When crossing a storm drainage line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a storm drainage line.

5. *Blocking streets, roads, alleys or lanes:*

Texas Department of Transportation (TxDOT) standards must be followed for work zone areas that will block streets, roads, alleys or lanes. A traffic plan must be submitted to the City prior to construction. Arrangements must be made with the City and the Police Dispatch at least 48 hours prior to any construction that would block a street.

F. Municipal Service Poles:

1. *In accordance with Agreement:* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of attachments:* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- a. Be encased in a separate conduit than the traffic light electronics;

b. Have a separate electric power connection than the traffic signal structure; and

c. Have a separate access point than the traffic signal structure; and

5. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

a. Be encased in a separate conduit than any City signage electronics;

b. Have a separate electric power connection than the signage structure;

c. Have a separate access point than the signage structure; and

6. *Restoration of City facilities and private property:* The Network Provider shall be responsible for repairing any damage to any street, street right-of-way, ditch or any structure to its original condition immediately upon completing the installation. Any change to the slope of the land must be remedied, and there must be replacement of top soil and grass to its original condition.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

4. The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors.

1. Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284

2. Colors in Historic Districts and Design Districts must be approved by the Director of Bastrop Power & Light from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located

upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

A. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

B. NETWORK PROVIDER SHALL NOT ALLOW OR INSTALL GENERATORS OR BACK-UP GENERATORS IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH CHAPTER 284, SEC. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

A. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

B. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284

2. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the Director of Bastrop Power & Light in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

2. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the City managing the public right-of-way

3. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.

4. Network Provider shall, at the Director of Bastrop Power & Light's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the Director of Bastrop Power & Light reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a

street or public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the Director of Bastrop Power & Light within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the Director of Bastrop Power & Light if the Director of Bastrop Power & Light reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

2. If the Director of Bastrop Power & Light reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

3. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the Director of Bastrop Power & Light if the Director of Bastrop Power & Light reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health,

safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the Director of Bastrop Power & Light reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

4. The Director of Bastrop Power & Light shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

5. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

1. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284

2. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the Director of Bastrop Power & Light, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the Director of Bastrop Power & Light. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. INSPECTIONS.

1. The Director of Bastrop Power & Light, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284

2. THE DIRECTOR OF BASTROP POWER & LIGHT, OR DESIGNEE, MAY PERFORM VISUAL INSPECTIONS OF ANY MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE OR RELATED GROUND EQUIPMENT LOCATED IN THE RIGHT-OF-WAY AS THE DIRECTOR OF BASTROP POWER & LIGHT DEEMS APPROPRIATE WITHOUT NOTICE. IF THE INSPECTION REQUIRES PHYSICAL CONTACT WITH THE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLES OR RELATED GROUND EQUIPMENT, THE DIRECTOR OF BASTROP POWER & LIGHT SHALL PROVIDE WRITTEN NOTICE TO THE NETWORK PROVIDER WITHIN FIVE BUSINESS DAYS OF THE PLANNED INSPECTION. NETWORK PROVIDER MAY HAVE A REPRESENTATIVE PRESENT DURING SUCH INSPECTION.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

1. Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

2. NETWORK PROVIDER SHALL REMOVE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT WHEN SUCH FACILITIES ARE ABANDONED REGARDLESS OF WHETHER OR NOT IT RECEIVES NOTICE FROM THE CITY. UNLESS THE CITY SENDS NOTICE THAT REMOVAL MUST BE COMPLETED IMMEDIATELY TO ENSURE PUBLIC HEALTH, SAFETY, AND WELFARE, THE REMOVAL MUST BE COMPLETED WITHIN THE EARLIER OF 90 DAYS OF THE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT BEING ABANDONED OR WITHIN 90 DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE CITY. WHEN NETWORK PROVIDER REMOVES, OR ABANDONS PERMANENT STRUCTURES IN THE RIGHT-OF-WAY, THE NETWORK PROVIDER SHALL NOTIFY THE DIRECTOR OF BASTROP POWER & LIGHT IN WRITING OF SUCH REMOVAL OR ABANDONMENT AND SHALL FILE WITH THE DIRECTOR OF BASTROP POWER & LIGHT THE LOCATION AND DESCRIPTION OF EACH MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT REMOVED OR ABANDONED. THE DIRECTOR OF BASTROP POWER & LIGHT MAY REQUIRE THE NETWORK PROVIDER TO COMPLETE ADDITIONAL REMEDIAL MEASURES NECESSARY FOR PUBLIC SAFETY AND THE INTEGRITY OF THE RIGHT-OF-WAY.

SECTION 11. GENERAL PROVISIONS.

1. As Built Maps and Records. Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies and policies, except to the extent not consistent with Chapter 284.

1.1 A Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. Courtesy and Proper Performance. Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

2.1 A Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the Director of Bastrop Power & Light or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. DRUG POLICY. Drug policy of Network provider's personnel, and contractors in the public rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

3.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE. The City Council has currently appropriated no funds to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under the law.

5. OWNERSHIP. Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable codes and ordinances, except to the extent not consistent with Chapter 284.

5.1 No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the

Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the Director of Bastrop Power & Light prior to any work in the Right-of-Way.

6. Tree Maintenance. Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

6.1 A Network Provider, its contractors, and agents shall obtain written permission from the Director of Bastrop Power & Light before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the Director of Bastrop Power & Light, Network Provider shall trim under the supervision and direction of the Director of Bastrop Power & Light. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

7.1 Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the Director of Bastrop Power & Light.

7.2 Except as required by law or by the Utility Pole owner, a Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. Graffiti Abatement. Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

8.1 As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. Restoration.

9.1 A Network Provider shall restore and repair of the public rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property

of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

9.2 A Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the Director of Bastrop Power & Light.

10. Network provider's responsibility.

10.1 A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

10.2 A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole, Transport Facility and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

12.1 Should the Network Provider desire to deviate from any of the standards set forth in the Design Manual, the Network Provider may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption.

12.2 The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole, Transport Facility, and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

ⁱ Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

ⁱⁱ The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a

public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower.

(13) "Network provider" means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) network nodes; or

(ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-

of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

ⁱⁱⁱ Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

- (A) must be located inside an enclosure of not more than six cubic feet in volume;
- (B) may not exceed a height of three feet above the existing structure or pole; and
- (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:

- (A) must fit within an imaginary enclosure of not more than six cubic feet;
- (B) may not exceed a height of three feet above the existing structure or pole; and
- (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

-
- (3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:
- (A) be more than 28 cubic feet in volume; or
 - (B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;
- (4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and
- (5) pole-mounted enclosures may not be taller than five feet.
- (b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):
- (1) electric meters;
 - (2) concealment elements;
 - (3) telecommunications demarcation boxes;
 - (4) grounding equipment;
 - (5) power transfer switches;
 - (6) cut-off switches; and
 - (7) vertical cable runs for the connection of power and other services.
- (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
- (d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2022-28 to adopt the 2023 Schedule of Uniform Submittal Dates for Site Plans, Place Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A.

STAFF REPRESENTATIVE:

Jennifer C. Bills, Director of Planning and Development

BACKGROUND/HISTORY:

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

POLICY EXPLANATION:

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

To ensure compliance with Texas Local Government Code Chapters 211 and 212, City Council will annually adopt Schedules of Uniform Submittal Dates for Zoning Concept Scheme applications, Public Improvement Plan applications, Plat applications, and Site Plan applications. The Schedules of Uniform Submittal Dates will include dates applications will be accepted, when submittals will be checked for all items required for review, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.

Holiday considerations include moving submittal dates to Tuesdays when Monday is a City holiday, moving the Planning & Zoning Commission meeting to the week ahead of the Christmas holidays, and adjusting submittal checks around any Tuesday holidays. Adjustments from the regularly scheduled days are in bold and italics on the schedules.

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2022-28 to adopt the 2023 Schedule of Uniform Submittal Dates for Site Plans, Place Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A.

ATTACHMENTS:

- Ordinance 2022-28
- Exhibit A – 2023 Schedule of Uniform Submittal Dates



ORDINANCE NO. 2022-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO ADOPT THE 2023 SCHEDULE OF UNIFORM SUBMITTAL DATES FOR SITE PLANS, PLACE TYPE ZONING CHANGES, PLATS, PUBLIC IMPROVEMENT PLANS, AND NEIGHBORHOOD REGULATING PLANS IN ACCORDANCE WITH THE BASTROP BUILDING BLOCK (B³) CODE SECTION 2.3.004 ANNUAL ADOPTION OF SCHEDULE OF UNIFORM SUBMITTAL DATES, AND THE BASTROP BUILDING BLOCK (B³) TECHNICAL MANUAL SECTION 1.2.002 UNIFORM SUBMITTAL DATES, AS SHOWN IN EXHIBIT A, ESTABLISHING A REPEALING CLAUSE, PROVIDING SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Section 1: The City Council hereby adopts the 2023 Schedule of Uniform Submittal Dates, in accordance with B³ Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans, and Place Type Zoning Changes and B³ Technical Manual Section 1.2.002 Uniform Submittal Dates, as attached in Exhibit A.

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

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

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

READ and APPROVED on First Reading on the 13th day of December 2022.

READ and ADOPTED on Second Reading on the 10th day of January 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

2023 Schedule of Uniform Submittal Dates

Plats Requiring Planning & Zoning Commission Approval



Preliminary, Final, Residential Replat

| Submittal Dates | Submittal Check Date | Comments Issued Date | Planning & Zoning Commission Meeting Date | Resubmittal Date | Plat Recommendation | Planning & Zoning Commission Meeting Date |
|--|--|--|---|--|---------------------|---|
| Must be received by 4:00 pm CDT (Monday unless City holiday) | All submissions must have all required items to enter review | Approved, Approved with Conditions, or Denied (Thursday) | (Thursday if Approved) | For projects that were Approved with Conditions (Monday) | | (Thursday) |
| 1/3/2023 | 1/3/2023 | 1/12/2023 | 1/26/2023 | 2/6/2023 | 2/16/2023 | 2/23/2023 |
| 2/6/2023 | 2/7/2023 | 2/16/2023 | 2/23/2023 | 3/13/2023 | 3/23/2023 | 3/30/2023 |
| 3/6/2023 | 3/7/2023 | 3/16/2023 | 3/30/2023 | 4/10/2023 | 4/20/2023 | 4/27/2023 |
| 4/3/2023 | 4/4/2023 | 4/13/2023 | 4/27/2023 | 5/8/2023 | 5/18/2023 | 5/25/2023 |
| 5/1/2023 | 5/2/2023 | 5/11/2023 | 5/25/2023 | 6/12/2023 | 6/22/2023 | 6/29/2023 |
| 6/5/2023 | 6/6/2023 | 6/15/2023 | 6/29/2023 | 7/10/2023 | 7/20/2023 | 7/27/2023 |
| 7/3/2023 | 7/3/2023 | 7/13/2023 | 7/27/2023 | 8/14/2023 | 8/24/2023 | 8/31/2023 |
| 8/7/2023 | 8/8/2023 | 8/17/2023 | 8/31/2023 | 9/11/2023 | 9/21/2023 | 9/28/2023 |
| 9/4/2023 | 9/5/2023 | 9/14/2023 | 9/28/2023 | 10/9/2023 | 10/19/2023 | 10/26/2023 |
| 10/2/2023 | 10/3/2023 | 10/12/2023 | 10/26/2023 | 11/13/2023 | 11/16/2023 | 11/30/2023 |
| 11/6/2023 | 11/7/2023 | 11/16/2023 | 11/30/2023 | 12/4/2023 | 12/14/2023 | 12/20/2023 |
| 12/4/2023 | 12/5/2023 | 12/14/2023 | 12/21/2023 | 1/8/2024 | 1/18/2024 | 1/25/2024 |
| 1/2/2024 | 1/2/2024 | 1/11/2024 | 1/25/2024 | 1/16/2024 | 2/12/2024 | 2/29/2024 |

2023 Schedule of Uniform Submittal Dates

Zoning Concept Schemes and Neighborhood Regulating Plans



| Submittal/Resubmittal Dates | Submittal Check Date | Planning Director Recommendation | Planning & Zoning Commission Meeting Date | City Council Meeting Date | City Council Meeting Date |
|---|--|----------------------------------|---|--|-----------------------------|
| Must be received by 4:00 pm CDT (Monday unless City holiday) | All submissions must have all required items to enter review | (Thursday) | Public Hearing (Thursday) | Public Hearing First Reading (Tuesday) | Second Reading (Tuesday) |
| 1/9/2023 | 1/10/2023 | 1/19/2023 | 2/23/2023 | 3/28/2023 | 4/11/2023 |
| 2/13/2023 | 2/14/2023 | 2/23/2023 | 3/30/2023 | 4/25/2023 | 5/9/2023 |
| 3/13/2023 | 3/14/2023 | 3/23/2023 | 4/27/2023 | 5/23/2023 | 6/13/2023 |
| 4/10/2023 | 4/11/2023 | 4/20/2023 | 5/25/2023 | 6/27/2023 | 7/11/2023 |
| 5/8/2023 | 5/9/2023 | 5/18/2023 | 6/29/2023 | 7/25/2023 | 8/8/2023 |
| 6/12/2023 | 6/13/2023 | 6/22/2023 | 7/27/2023 | 8/22/2023 | 9/12/2023 |
| 7/10/2023 | 7/11/2023 | 7/20/2023 | 8/31/2023 | 9/26/2023 | 10/10/2023 |
| 8/14/2023 | 8/15/2023 | 8/24/2023 | 9/28/2023 | 10/24/2023 | 11/14/2023 |
| 9/11/2023 | 9/12/2023 | 9/21/2023 | 10/26/2023 | 11/14/2023 | 12/12/2023 |
| 10/2/2023 | 10/3/2023 | 10/12/2023 | 11/30/2023 | 1/9/2024 | 1/23/2024 |
| 11/6/2023 | 11/7/2023 | 11/16/2023 | 12/21/2023 | 1/23/2024 | 2/13/2024 |
| 12/4/2023 | 12/5/2023 | 12/14/2023 | 1/25/2024 | 2/27/2024 | 3/12/2024 |
| 1/8/2024 | 1/9/2024 | 1/18/2024 | 2/29/2024 | 3/26/2024 | 4/9/2024 |

2023 Schedule of Uniform Submittal Dates

Plats Administratively Approved

Amending, Minor, Non-Residential Replat



| Submittal Dates | Submittal Check Date | First Administrative Decision Date | Resubmittal Date | Final Administrative Decision Date |
|--|--|---|--|---|
| Must be received by 4:00 pm CDT (Monday unless City holiday) | All submissions must have all required items to enter review | Approved, Approved with Conditions, Denied (Thursday) | For projects that were Approved with Conditions (Monday unless City holiday) | Verify conditions have been met for Approved with Conditions projects |
| 1/3/2023 | 1/3/2023 | 1/12/2023 | 1/17/2023 | 1/26/2023 |
| 2/6/2023 | 2/7/2023 | 2/16/2023 | 2/20/2023 | 3/1/2023 |
| 3/6/2023 | 3/7/2023 | 3/16/2023 | 3/20/2023 | 3/30/2023 |
| 4/3/2023 | 4/4/2023 | 4/13/2023 | 4/17/2023 | 4/27/2023 |
| 5/1/2023 | 5/2/2023 | 5/11/2023 | 5/15/2023 | 5/25/2023 |
| 6/5/2023 | 6/6/2023 | 6/15/2023 | 6/19/2023 | 6/29/2023 |
| 7/3/2023 | 7/5/2023 | 7/13/2023 | 7/17/2023 | 7/27/2023 |
| 8/7/2023 | 8/8/2023 | 8/17/2023 | 8/21/2023 | 8/31/2023 |
| 9/5/2023 | 9/5/2023 | 9/14/2023 | 9/18/2023 | 9/28/2023 |
| 10/2/2023 | 10/3/2023 | 10/12/2023 | 10/16/2023 | 10/26/2023 |
| 11/6/2023 | 11/7/2023 | 11/16/2023 | 11/20/2023 | 11/30/2023 |
| 12/4/2023 | 12/5/2023 | 12/14/2023 | 1/2/2024 | 1/11/2024 |
| 1/2/2024 | 1/2/2024 | 1/11/2024 | 1/16/2024 | 1/25/2024 |

2023 Schedule of Uniform Submittal Dates

Site Development Plans & Public Improvement Plans (PIPs)



| Submittal Dates | Submittal Check Date | First Administrative Decision Date | Resubmittal Date | Final Administrative Decision Date |
|--|--|---|--|---|
| Must be received by 4:00 pm CDT (Monday unless City holiday) | All submissions must have all required items to enter review | Approved, Approved with Conditions, Denied (Thursday) | For projects that were Approved with Conditions (Monday unless City holiday) | Verify conditions have been met for Approved with Conditions projects |
| 1/17/2023 | 1/17/2023 | 1/26/2023 | 1/30/2023 | 2/9/2023 |
| 2/20/2023 | 2/21/2023 | 3/1/2023 | 3/6/2023 | 3/16/2023 |
| 3/20/2023 | 3/21/2023 | 3/30/2023 | 4/3/2023 | 4/13/2023 |
| 4/17/2023 | 4/18/2023 | 4/27/2023 | 5/1/2023 | 5/11/2023 |
| 5/15/2023 | 5/16/2023 | 5/25/2023 | 5/30/2023 | 6/8/2023 |
| 6/19/2023 | 6/20/2023 | 6/29/2023 | 7/3/2023 | 7/13/2023 |
| 7/17/2023 | 7/18/2023 | 7/27/2023 | 7/31/2023 | 8/10/2023 |
| 8/21/2023 | 8/22/2023 | 8/31/2023 | 9/5/2023 | 9/15/2023 |
| 9/18/2023 | 9/19/2023 | 9/28/2023 | 10/2/2023 | 10/12/2023 |
| 10/16/2023 | 10/17/2023 | 10/26/2023 | 10/30/2023 | 11/9/2023 |
| 11/20/2023 | 11/21/2023 | 11/30/2023 | 12/4/2023 | 12/14/2023 |
| 12/11/2023 | 12/12/2023 | 12/21/2023 | 1/2/2024 | 1/11/2024 |
| 1/16/2024 | 1/16/2024 | 1/25/2024 | 1/29/2024 | 2/8/2024 |



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve Resolution No. R-2023-07 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to accept a grant from the U.S. Department of Justice's FY2023 General Victim Assistance Grant Program for a Victim's Assistant Specialist at a total cost of Sixty-Two Thousand three hundred seventy-six dollars and eighty-seven cents (\$62,376.87) with no matching funds from the City of Bastrop; authorizing the Chief of Police or Interim Chief of Police as the Grantee's Authorized Official; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

On January 25, 2022, the City Council of the City of Bastrop, Texas approved Resolution No. R-2022-15, approving the Bastrop Police Department's application for a grant from the U.S. Department of Justice's FY2023 General Victim Assistance Grant Program for a Victim's Assistant Specialist at a total cost of sixty-two thousand three hundred and seventy-six dollars and eighty-seven cents (\$62,376.87) with no matching funds from the City of Bastrop.

This resolution designated Chief of Police Clint Nagy as the Grantee's authorized official. Since Mr. Nagy has left the City's employment, the City passed Resolution No. R-2022-117 updating the Grantee's Authorized Officer to be simply the "Chief of Police" so the person holding that position is the authorized official designee.

We have since learned that the update needed to include the language from the original resolution and are making these corrections with the current resolution.

FISCAL IMPACT:

This project is completely grant funded and has no adverse impact to the City's budget. The Chief of Police has requested full funding of this project, by the City, in the fiscal year following the conclusion of the grant, if awarded.

RECOMMENDATION:

Tracy Waldron recommends approving Resolution No. R-2023-07 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to accept a grant from the U.S. Department of Justice's FY2023 General Victim Assistance Grant Program for a Victim's Assistant Specialist at a total cost of Sixty-Two Thousand three hundred seventy-six dollars and eighty-seven cents (\$62,376.87) with no matching funds from the City of Bastrop; authorizing the Chief of Police or Interim Chief of Police as the Grantee's Authorized Official; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

Resolution No. 2023-07

RESOLUTION NO. R-2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO APPROVE RESOLUTION NO. R-2023-07 OF THE CITY COUNCIL OF BASTROP, TEXAS APPROVING THE BASTROP POLICE DEPARTMENT TO ACCEPT A GRANT FROM THE U.S. DEPARTMENT OF JUSTICE'S FY2023 GENERAL VICTIM ASSISTANCE GRANT PROGRAM FOR A VICTIM'S ASSISTANT SPECIALIST AT A TOTAL COST OF SIXTY-TWO THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS AND EIGHTY-SEVEN CENTS (\$62,376.87) WITH NO MATCHING FUNDS FROM THE CITY OF BASTROP; AUTHORIZING THE CHIEF OF POLICE OR THE INTERIM CHIEF OF POLICE AS THE GRANTEE'S AUTHORIZED OFFICIAL; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, finds it in the best interest of the citizens of the City Bastrop, Texas, that the Victim's Assistant Specialist program be operated for FY2023; and

WHEREAS, the Bastrop Police Department does not currently have a victim's assistance unit, which is a significant gap in our operational process, and, as a result, the department cannot provide personalized and individual services designed to lessen traumas experienced because of victimization; and

WHEREAS, the City of Bastrop, Texas agrees that in the event of misuse of the FY2023 General Victim Assistance Grant, the City of Bastrop City Council assures that the funds will be returned to the U.S. Department of Justice, Office for Victims Assistance in full; and

WHEREAS, the City of Bastrop, Texas agrees to provide applicable matching funds for the said project as required by the FY2023 General Victim Assistance Grant Program, which for this grant there is not a matching requirement; and

WHEREAS, The City of Bastrop, Texas seeks to designate the Chief of Police or the Interim Chief of Police as the Grantee's authorized official, with the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City as an applicant agency.

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

Section 1: The City Council of the City of Bastrop approves the Bastrop Police Department's acceptance of the FY2023 General Victim Assistance Grant Program, U.S. Department of Justice, Office of Victims Crime for funding for a single, full-time employee to serve as the Bastrop Police Department's Victim's Assistant Specialist.

Section 2: The Chief of Police or Interim Chief of Police is hereby designated as the Grantee's authorized official with the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City as an applicant agency.

Section 3: Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

Section 4: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

Section 5: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of January 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve Resolution No. R-2023-03 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Merrique Deschamault to Place 10 and Debora Acosta to Place 12 of the Youth Advisory Council, as required in Section 3.08 of the City's Charter, and establishing an effective date.

STAFF REPRESENTATIVE:

Candice Butts, Main Street Manager

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:

Consider action to approve Resolution No. R-2023-03 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Merrique Deschamault to Place 10 and Debora Acosta to Place 12 of the Youth Advisory Council, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2023-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING THE YOUTH ADVISORY COUNCIL APPOINTMENTS OF THE MAYOR, AS REQUIRED IN SECTION 3.08 OF THE CITY CHARTER; PROVIDING FOR A REPEALING CLAUSE; 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 City Council; and

WHEREAS, Mayor Connie Schroeder has received recommendations regarding the applications to the Youth Advisory Council Board and made appointments; and

WHEREAS, The City of Bastrop has an interest in supporting opportunities for youth activities and leadership in Bastrop and Bastrop County; and

WHEREAS, The City of Bastrop has recognized the need to promote an action-civics curriculum where students select a community issue, research it, and come up with a potential solution; and

WHEREAS, Applications for the open positions were received by Bastrop Independent School District; and

WHEREAS, the City Council finds that a very significant public interest is served by development and support of the Youth Advisory Council.

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

Section 1: That Mayor Connie Schroeder appointed the following members to the Youth Advisory Council:

| Students | High School | Grade for 2022-23 |
|-----------------------|--------------------|--------------------------|
| Merriquer Deschamault | CCHS | 9 th |
| Debora Acosta | CRCA | 11 th |

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointments to the Youth Advisory Council.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of January 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve Resolution No. R-2023-01 of the City Council of the City of Bastrop, Texas, approving the City of Bastrop Public Library Circulation Policy, attached as Exhibit A; providing for bi-annual review; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Bonnie Pierson, Library Director

BACKGROUND/HISTORY:

This policy was previously reviewed on December 5, 2016. This policy is to be reviewed and approved by City Council regularly to provide equal access to resources and ensure quality of service.

This policy has been substantially updated to include the non-resident membership fee adopted in fiscal year 2020, the fiscal year 2023 City of Bastrop Municipal Code Fee Schedule which eliminates fines for all materials excluding electronic devices, increased checkout limits and extended loan period started in June of 2022, and the loan of electronic devices and nontraditional items. Circulation rules are included for participation in the Texas State Library and Archives Commission's TexShare Program and Interlibrary Loan System. A statement addressing digital materials and eResource circulation is also included. A bi-annual review is established to ensure the policy is continually examined for changes and updated regularly.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Bonnie Pierson, Library Director recommends approval of Resolution No. R-2023-01 of the City Council of the City of Bastrop, Texas, approving the City of Bastrop Public Library Circulation Policy, attached as Exhibit A; providing for bi-annual review; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2023-01
- Bastrop Public Library Circulation Policy

RESOLUTION NO. R-2023-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO APPROVE RESOLUTION NO. R-2023-01 OF THE CITY COUNCIL OF BASTROP, TEXAS APPROVING THE CITY OF BASTROP PUBLIC LIBRARY CIRCULATION POLICY, ATTACHED AS EXHIBIT A; PROVIDING FOR BI-ANNUAL REVIEW; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas previously reviewed the Circulation Policy on December 5, 2016; and

WHEREAS, The Circulation Policy is to be reviewed and approved by the City Council of Bastrop, Texas regularly to provide equal access of service and ensure quality of service; and

WHEREAS, The Circulation Policy has been substantially updated to include the non-resident membership fee adopted in Fiscal Year 2020 and the Fiscal Year 2023 Municipal Code Fee Schedule which eliminates fines for all materials excluding electronic devices, increased checkout limits and extended loan period; and

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

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

Section 1: The City Council of the City of Bastrop approves the Bastrop Public Library Circulation Policy as attached as Exhibit A.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of January 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Circulation Policy

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

Purpose of the Circulation Policy

The library's circulation policy is intended for use by the library staff, library advisory board, governing officials, and community members.

Library Circulation Goals

- Provide high-quality accounts maintenance
- Ensure the smooth circulation of materials
- Encourage the return of materials in a timely manner to guarantee equal access for all parties
- Support TexShare and Interlibrary Loan Program
- Provide equitable access of materials

Principles and Objectives

- The Bastrop Public Library supports “equal and equitable access to all library resources and services by users of all ages,” outlined by the American Library Association’s Bill of Rights.
- This document serves to provide transparency on the library’s process for accounts management.
- This document serves to clearly communicate possible means of acquiring materials not held or owned by the Bastrop Public Library.

Contact Us

- In person at the check-out or information desk
- Via telephone at 512-332-8880
- Via email at info@bastroplibrary.org
- Online at www.bastroplibrary.org
- Via mailing address:
Bastrop Public Library
P.O. Box 670
Bastrop, TX, 78602

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

Library Card Requirements

Requirements for borrowing materials or equipment from the library:

- A person must obtain a library card and present it at the circulation desk at the time of the loan transaction
- Once registered, a person may use a photo ID in place of a library card
- A user's account must be in good standing (See [Account Standing/Suspension](#))

Library accounts/cards are available to anyone who meets the following requirement. The user must be 18 years of age, agree to accept full financial responsibility for all library materials loaned out on their account, and provide verification of identity and address. Current employees of the City of Bastrop are eligible for a Bastrop Public Library card. Users residing outside the city limits are subject to a non-resident fee. See fee schedule for details, the [Appendix](#), or [City of Bastrop Municipal Code Fee Schedule](#).

Parents or legal guardians may obtain a card for their children under the age of 18. Parents/guardians are responsible for all materials checked out by their children.

Habitual or severe abuse of library policies, non-payment of fines or fees, and other abuses may result in denial of library services, as determined by the Library Director or a Library Supervisor.

Verification of Address and Identity

Applicants for library cards must provide photo ID and verification of both their mailing address and their physical address. An applicant may provide a current government issued ID card with their photo and address, or they may provide one of the sets of items listed below.

- Valid driver's license
- Water or utility bill and picture ID
- Personal check and picture ID
- Lease agreement and picture ID
- Other proof of residence as determined by the Library Director.

User Information

Anyone may come into the library and use materials on the premises. In-house use of materials are tracked and used when making collection development decisions.

New Users

New users are subject to a three-week introductory period during which time the following applies:

- Check-out limit is 5 items
- User is ineligible to apply for a TexShare card
- User is ineligible to submit Interlibrary Loan requests
- User may not borrow electronic devices

Account Standing/Suspension

Accounts are in good standing if they are not expired and the user does not owe more than \$30. If a user's account does not meet these standards, borrowing privileges may be suspended. Once the account is renewed and/or the account is cleared of all charges, borrowing privileges may be re-instated.

Account Expiration

City resident accounts expire yearly. Non-resident accounts expire subject to the library account fee period (six months or one year). To renew accounts, contact the library.

User accounts are deleted from the library system three years after they expire unless they have an outstanding account balance. Anyone wishing to renew after their account has been deleted will be treated as a new user and subject to the new user introductory period (See [New Users](#)).

User Privacy

The library stores check-out information for two years. Users can choose to opt out by logging into their library account and adjusting the settings. When using a third-party system such as Libby/Overdrive or SimplyE, it is the responsibility of the user to know the third parties' privacy policies.

Institutional Cards

Bastrop Public Library will issue institutional cards at the discretion of the Library Director. Alternative borrowing limits and non-resident fee may apply.

General Circulation

Material Limits

A total of 20 circulating items can be checked out on a library card. Non-circulating items are unavailable for loan. Non-circulating items are primarily reference and local history materials but may include other material types as decided by the Library Director. Individual item limits may apply to some items. For more details, please contact a library employee.

Loan Periods

The loan period for all circulating library material is three weeks.

Renewals

Items may be renewed twice unless a reserve has been placed on the material. The total check-out period will not exceed nine weeks for any item. Presentation of a library card is not required for renewal of materials.

Items may be ineligible for renewal for the following reasons:

- User's library card is expired
- Item is reserved by another User
- Item is overdue
- User has met or exceeded the \$30.00 fine/fee limit
- Item renewal limit has been reached

Re-Check

If an item is no longer eligible for renewal, it must be returned to the library. Users may check the item out again after 24 hours has passed.

Self-Checkout

Items, in the general collection, may be checked out via the self-checkout stations in the library if the user's account is in good standing. Users are responsible for ensuring all items are checked out correctly. Electronic devices and reserve items may only be checked out at the circulation desk.

Returning Materials

Items should be returned on or before the due date in one of the following ways:

- Inside drop box during normal business hours
- Outside drive-up drop box available 24/7
- Electronic devices must be returned to the Circulation desk

If a user is unable to return materials to the building, materials may be mailed to the library.

Reserves

All users, in good standing, may request an unlimited number of reserves for circulating materials. Reserves will be processed in the order they are received.

Users will be notified when a reserve is available and will have three business days to pick-up the item. After this time, the item will be returned to the collection or placed on reserve for the next user. Extension of reserve requests will be handled on a case-by-case basis.

Patrons may choose to enroll in reserve express for available authors. Reserve express is handled in the same manner as all other reserves. Expired users will be automatically removed from reserve express 30+ days after account expiration.

Fines and Fees

The City Council establishes, by ordinance, the fees for non-resident library cards, replacement cards, overdue fines, processing fees for lost and damaged materials, and municipal court fees.

- Effective October 3, 2022, late fines will no longer be charged or collected by the Bastrop Public Library for materials, excluding electronic devices.

The Library Director establishes the replacement or repair fees which will be charged for lost or damaged materials and equipment.

See fee schedule for fee amounts ([Appendix](#)).

A payment plan may be worked out at the discretion of the Library Director or Library Supervisor for fees associated with lost or damaged items. In some cases, fees may be waived.

Lost or Damaged Items (excluding electronic devices)

Fines associated with late materials will be forgiven when the item is returned.

Materials not returned after thirty days from the due date will be considered lost and the account will be billed up to the item's Manufacturer's Suggested Retail Price (MSRP).

Per City of Bastrop Ordinance No. 2011-5, a user who has unreturned items valuing \$100 or more may be charged with a Class C Misdemeanor. This individual may be charged a fine up to or equaling \$500.

Lost/damaged and paid-for items are eligible for a full refund if the item is returned in good condition with a receipt.

Items damaged during check-out may be billed to the user's account. Damage level is determined by library staff. The library does not accept replacement copies of lost or damaged items. The library will not charge for normal wear of library materials.

Electronic devices

Users must meet the following requirements to check-out an electronic device:

- A library account in good standing
- Age 18 or older

The term electronic device, in this policy, includes the main device, any accessories that accompany the device, the carrying case, and any informational material that goes with the device. All items must be present and in good condition for materials to be checked out or returned. See fee schedule for information about fees and late fines ([Appendix](#)).

Electronic Device Circulation

User must fill out all necessary forms for borrowing or returning an Electronic Device ([Appendix](#)). Electronic devices are not eligible for renewal and must be returned to the circulation desk.

TexShare Cards

Bastrop Public Library participates in the TexShare card program ([Appendix](#)) and adheres to the policies set by the program.

TexShare Cards-Bastrop Public Library Users

Cards are available to all Bastrop Public Library users with accounts in good standing who are at least 18 years of age. TexShare Cards will expire at the same time as the user's library account.

TexShare cards may be used in participating libraries in accordance with their policies and procedures. It is the cardholder's responsibility to be aware of policies for all libraries where they use their TexShare card.

All materials must be returned directly to the library they were borrowed from.

TexShare-Visitor Cards

Visitors with a valid TexShare card and photo ID will be granted a library account and a TexShare visitor card.

Visiting TexShare users are subject to the following terms:

- Checkout limit is 5 items
- Checkout period is 3 weeks
- Books are the only materials for checkout
- Users are subject to the fee schedule ([Appendix](#))

TexShare user accounts will expire when the TexShare card expires. TexShare accounts may be renewed if the visiting user presents a new valid TexShare Card and valid photo ID.

Interlibrary Loan

Interlibrary loan (ILL) is the process by which the Bastrop Public Library requests materials from, or supplies materials to, other libraries.

Bastrop Public Library follows and endorses the principles relating to interlibrary loan included in the ALA Interlibrary Loan Code, the Texas State Library and Archives Commission Interlibrary

Loan Protocol, the United States copyright law, and the United States commission on new technological uses of copyrighted works guidelines ([Appendix](#)).

Borrowing

Users, in good standing, may submit an ILL request through Bastrop Public Library by submitting an ILL request form ([Appendix](#)). Users will be charged an ILL processing fee at the time of pick-up (see fee schedule in the [Appendix](#)).

The following limitations apply to ILL borrow requests:

- Requests are limited to 5 items per patron
- Materials with an MSRP of \$100.00 or less can be requested
- Only print materials can be requested

Check-out period, renewals, and replacement fees may vary and are dependent upon the lending library. Failure to comply with due dates may result in the loss of ILL privileges.

ILL items borrowed through Bastrop Public Library must be returned to Bastrop Public Library and not to the lending library.

The ILL Lending Library will determine the replacement fees for lost or damaged materials. The user is responsible for payment of those fees.

Lending

Bastrop Public Library will lend materials to all accredited libraries. Individuals wishing to borrow materials via ILL from the Bastrop Public Library must initiate their request through a participating library. Any decision to loan materials is made at the discretion of the Library Director or designated staff member.

Bastrop Public Library limits the loan of materials via ILL to circulating print materials.

If materials loaned through ILL are lost, then a fee equal to the MSRP of the item will be charged to the borrowing library.

Digital Materials and eResource Circulation

Circulation rules, including check-out period, renewals, and availability, for digital materials and eResources is not determined by the Bastrop Public Library and may vary depending on each provider.

Library Emergency Closure

In the event of an unexpected library closure, due dates will be pushed to the next open day. Late fees will be waived for any items unable to be checked in due to library closure.

Reevaluation of Circulation Policy

The Bastrop Public Library Circulation Policy is reviewed every two years so that it adequately reflects changes in the library's goals and community's needs. The staff may bring forward issues and recommendations for the Director's consideration as part of the amendment process for the policy.

Appendix

- American Library Association's [Bill of Rights](#)
- American Library Association's [Professional Ethics](#)
- [TexShare Card Program](#)
- [ALA interlibrary Loan Code](#)
- [Texas State Library and Archives commission Interlibrary Loan protocol](#)
- United States copyright law
- United States commission on new technological uses of copyrighted works guidelines
- Texas State Library and Archive Commission- [ILL](#)
- Bastrop Public Library Fee Schedule: page 8
- Hotspot Lending Guideline and Agreement: page 9
- Electronic Device Borrowing Agreement: page 11
- Interlibrary Loan Request Form: page 12

Legal review: December 5, 2022

Library Board approved: November 7, 2022

City Council approved: _____

Bastrop Public Library Fee Schedule*

| <i>Description</i> | <i>Amount of fee/ Deposit</i> |
|---|---|
| Membership Fees | |
| Annual Membership | Resident**: \$0.00 Non-Resident: \$25.00 |
| Six-month Membership | Resident**: \$0.00 Non-Resident: \$15.00 |
| Electronic devices returned after Due Date | \$1.00 per item per day, no grace period, \$30.00 cap per item. |
| Replacement of Bastrop Public Library materials or electronic devices lost or damaged beyond repair | Manufacturer's suggested retail price (MSRP) |
| Replacement of Interlibrary Loan materials lost or damaged beyond repair | Set by lending library |
| Interlibrary Loan return shipping costs | \$3.00 per item |
| Meeting Rooms | |
| Maynard Conference Room | General: \$25.00 per hour |
| Pressley Meeting Room | General: \$50.00 per hour |
| Supply and Equipment Fees | |
| Printing - Black & White, Letter-sized paper | \$0.10 per page |
| Printing - Color, Letter-sized paper | \$1.00 per page |
| Printing - Black & White, Ledger-sized paper (11X17") | \$0.20 per page |
| Printing - Color, Ledger-sized paper (11x17") | \$1.20 per page |
| 3D Printing, except as part of an official Library program | \$0.10 per gram |
| Replacement library card | \$1.00 |
| Electronic devices returned via exterior book drop | \$5.00 |

*Fee Schedule is subject to change. For most up to date version see [The City of Bastrop's municipal code](#).

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=APXAFESC_SA1.12LI

**Resident is defined as residing in or owning real property located in the City of Bastrop. Post office boxes cannot be used as proof of residence in the City of Bastrop.



Hotspot Lending Guidelines and Agreement

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

The Hotspot Lending Guidelines and Agreement must be completed before any device is checked out. The Hotspot Borrowing Agreement must be completed *each time* a device is checked out.

Guidelines for Borrowing and Use

Patron Initials _____

- The Hotspot Borrowing Agreement must be signed each time a hotspot is checked out.
- Borrowers must have an active Bastrop Public Library card in good standing.
 - Card must be active for at least two weeks.
 - Account has no outstanding fines or fees.
- Borrowers must be 18 years or older.
- A valid government-issued ID with picture and current address is required at checkout.
- Borrowers can only check out one hotspot per household.
- Hotspots may be checked out for 21 days.
- Hotspots may not be renewed.
- Hotspots and accessories must be returned to the circulation desk during operating hours.
- Service to the hotspot will be terminated 24 hours past the due date, and the hotspot will not work at that time.
- Hotspots may be placed on reserve unless the household currently has a device checked out.
- The library may, at any time, refuse checkout to patrons returning hotspots late or damaged.
- Failure to return a hotspot by the due date three times will result in suspension of hotspot borrowing privileges for six months.

Care and Operation

Patron Initials _____

- By checking out the item, the patron is certifying that they can and will use the hotspot in a manner consistent with its intended design and purpose.
- If the hotspot becomes unsafe or in a state of disrepair, the patron should discontinue use and notify the library as soon as possible.
- The hotspot should not be altered by attempting to open, repair, or modify it in any way.
- Only the borrower's household is authorized to use the hotspot.
- A brief instruction card is included for use of the hotspot. Library staff does not provide extensive instruction for the use of the device.

Fines and Liability

Patron Initials _____

- The borrower is solely responsible for the hotspot and will be billed for the replacement cost associated with damage or loss of the device and/or accessories as a result of neglect or abuse. Damage or loss fees may be incurred up to one week after check in.
- Hotspot and accessories replacement costs:
 - Hotspot: \$100.00
 - Power cord: \$25.00

- Device case: \$15.00
- Hotspots and accessories must be returned to the library circulation desk. A \$5.00 fee will be charged for devices returned in the book drop.
- The overdue fine for hotspots is \$1 per day with no grace period.
- If a hotspot is more than 30 days overdue, it is considered lost, and the borrower will receive a bill to cover the replacement cost. If the hotspot is returned in good condition within 90 days of the due date, the bill will be removed, but overdue fines will be charged.
- The hotspots run on the T-Mobile network. The speed and availability of the Wi-Fi connection will be dependent on the service area of T-Mobile’s towers. Service connection is not guaranteed in all areas.
- There is no Internet filtering software on the hotspots. Use of the hotspot is subject to T-Mobile’s Acceptable Use Policy, Privacy Policy, and Terms of Use.
- The Bastrop Public Library is not responsible for any liability, damages, or expenses resulting from the use or misuse of the hotspot device, connection of the device to other electronic devices, or data loss resulting from the use of device and/or connection to the Internet. Wireless security is not guaranteed. The user acknowledges and accepts all risks associated with the use of the wireless data device. There is no warranty, expressed or otherwise.
- The Bastrop Public Library is not responsible for any information a user accesses and encounters using a hotspot nor any actions a user takes while online.

Privacy Terms

Patron Initials _____

- Borrowers’ internet usage is not tracked by the Bastrop Public Library or the Internet service provider.
- The library does not have access to or collect specific usage data.
- The library does not provide patron information to the service provider.
- The only data the library collects about the hotspots are the following:
 - Total amount of data transmitted and received by each device during a billing cycle.
 - Anonymous circulation data related to the number of checkouts of each device.
- The library and the Internet service provider do not monitor or track the websites that a user visits or the information that a user enters and/or submits online (i.e., usernames, passwords, credit card information, etc.).

I accept the above **Hotspot Lending Guidelines and Agreement** and am responsible for returning borrowed hotspots to the library in good working condition and free from damage.

Print Name

Date

Signature

Bastrop Public Library Staff Signature

Approved June 2021
Formatting updated October 2022



Electronic Device Borrowing Agreement

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

The Electronic Device Borrowing Agreement must be completed each time a device is checked out. Use of a library hotspot is subject to the terms and conditions of this agreement. By checking out the device, you have agreed to the following:

- Electronic devices can only be checked out by a Bastrop Public Library cardholder in good standing, age 18 or older.
- A current, valid government-issued ID with picture and current address is required at checkout.
- Electronic devices can be checked out for 21 days and may not be renewed.
- Electronic devices should not be altered by attempting to open, repair, or modify it in any way.
- Electronic devices must be returned to the circulation desk during operating hours. A \$5.00 fee will be charged for devices returned in the book drops.
- Electronic devices are subject to late fines. See circulation policies for details.
- A fee will be charged to the cardholder's account for lost or damaged electronic devices.
- There is no Internet filtering software on Electronic Devices.
- The library is not responsible for any files, data, or personal information accessed, transmitted, lost, or damaged while accessing the Internet via electronic devices.

I accept the above checkout agreement and am responsible for returning the equipment to the library in good working condition and free from damage.

Patron Name (please print): _____ Library Card #: _____

Patron Signature: _____ Date: _____

Email: _____ Phone Number: _____

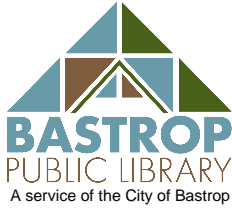
Hotspot. Material number: _____ Call Number: _____

Check Out: All equipment is present. Patron Initials: _____ Staff Initials: _____ Date: _____

_____ Hotspot _____ Power cable _____ Carrying case _____ Instruction card

Check In: All equipment is present. Patron Initials: _____ Staff Initials: _____ Date: _____

_____ Hotspot _____ Power cable _____ Carrying case _____ Instruction card



Interlibrary Loan Request

Date due: _____ Date due: _____ ONE RENEWAL ONLY

Date: _____

Staff: _____

Patron name: _____

Library card #: _____

Verified: _____

Daytime phone: _____

Email: _____

I understand that the \$3.00 fee is required when the item is picked up.

Signature: _____

Title: _____

Author: _____

Subject: _____

Publisher and date: _____

Cost of book: _____ ISBN: _____

STAFF USE ONLY

Date sent: _____

Date ret'd: _____

Date rec'd: _____

Date shipped: _____

Amount paid: _____

Cash: _____ Check # _____

Staff initials: _____

Patron's card is at least 2 weeks old: Yes No

Refunded: Date: _____

Staff Initials: _____



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve Resolution No. R-2023-08 of the City Council of the City of Bastrop, Texas, approving a change order with O.R. Colan Associates LLC in the amount of Forty-one thousand dollars and zero cents (\$41,000.00); authorizing the City Manager to execute all necessary documents; providing for findings of fact, repealer, and severability; establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager for Community Development

BACKGROUND/HISTORY:

Assistant City Manager Trey Job executed a contract with ORC Real Estate Solutions (O.R. Colan Associates LLC) as land acquisition experts in early 2022. ORC quickly hit the ground running negotiating with landowner providing appraisal review and coordination efforts. As the land appraisal were being reviewed it was apparent one of the properties being acquired specifically owned by Belmont LLC would require extensive relocation, and revenue loss expenses. The additional work associated with the relocation of five recreational vehicles, some being used as permanent residents requires a significant amount of work and coordination. The \$41,000.00 increase in contract price is associated with the additional work required as part of the relocation cost. This brings the total land acquisition contract amount to \$80,000.00. The land acquisition for the project is associated with the Val Verde Subdivision and will become future right of way.

RECOMMENDATION:

Trey Job, Assistant City Manager for Community Development recommends approval of Resolution R-2023-08

ATTACHMENTS:

- Resolution
- Exhibit A Change order

RESOLUTION NO. R-2023-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CHANGE ORDER WITH O.R. COLAN ASSOCIATES LLC IN THE AMOUNT OF FORTY-ONE THOUSAND DOLLARS AND ZERO CENTS (\$41,000.00); AUTHORIZING THE CITY MANAGER EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Bastrop City Council understands the importance of future planning efforts and the need for land acquisition that serves a public purpose such as public access and transportation is vital to good and orderly development; and

WHEREAS, the City of Bastrop, Texas (“City”) hereby finds the need for additional land serve the public by providing future transportation improvements, water and wastewater access, and all are vital to public safety; and

WHEREAS, the City desires to execute this change order for this purpose.

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

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

SECTION 2: The City desires to execute a change order with O. R. Colan Associates LLC in the amount of \$41,000.00 which is attached and incorporated herein as, “Attachment A” For the purpose of land acquisition and relocation of residents.

SECTION 3: The City of Bastrop finds O. R. Colan Associates as a subject matter expert in the matter of land acquisition and relocation services.

SECTION 4: The City Manager is hereby authorized to execute an agreement with ORC Real Estate Solutions. (O. R. Colan Associates LLC)

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop on this, the 10th day of January 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Attachment A

December 12, 2022

Trey Job
City of Bastrop
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602

RE: City of Bastrop – Val Verde Waterline – Change Order (\$41,000 Increase)

Dear Mr. Job:

Added relocation fees below include the following:

- Residential Relocation: 2 @ \$6,000 each = \$12,000
- Residential Relocation + Lot Rent: 2 @ \$8,500 each = \$17,000
- Personal Property Relocation: 3 @ \$4,000 each = \$12,000

| Val Verde Waterline | Appraisal | | | Relocation | Pre- Condemnation | |
|-----------------------------|-----------|----------|-------------|------------|----------------------|-----------|
| | Appraisal | Review | Negotiation | | | |
| Bellamont, LLC | \$ 4,750 | \$ 1,500 | \$ 5,000 | \$ 41,000 | \$ 1,750 | |
| IIP TX 2 LLC | \$ 4,750 | \$ 1,500 | \$ 5,000 | \$ - | \$ 1,750 | |
| Erhard Legacy Partners, Ltd | \$ 4,750 | \$ 1,500 | \$ 5,000 | \$ - | \$ 1,750 | |
| | \$14,250 | \$ 4,500 | \$ 15,000 | \$ 41,000 | \$ 5,250 | \$ 80,000 |

Thank you on behalf of our entire team for this opportunity. Should you have questions or concerns, please feel free to contact me directly using the information provided below

Sincerely,



Sunshine Vanover
Divisional Director
svanover@orcolan.com
512-423-7162



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve Resolution No. R-2023-06 of the City Council of the City of Bastrop, Texas, establishing priorities for the 88th Legislative Session in Texas, and authorizing the Mayor, Mayor Pro-Tem, City Manager, and City Attorney to communicate with the Office of the Governor and Texas Legislature on behalf of the City of Bastrop, Texas.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

BACKGROUND/HISTORY:

During the 2021 Legislative Session more than 7,000 bills were introduced, with more than 2,000 of them affecting the governing of Texas municipalities in a substantial way.

It is believed to be in the public interest, and necessary for the public health, safety and welfare of the Bastrop community to convey to the Office of the Governor and the Texas Legislature the opinions, views, and insights of those serving the City of Bastrop.

RESOLUTION NO. R-2023-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ESTABLISHING PRIORITIES FOR THE 88TH LEGISLATIVE SESSION IN TEXAS, AND AUTHORIZING THE MAYOR, MAYOR PRO-TEM, CITY MANAGER, ASSISTANT CITY MANAGER, AND CITY ATTORNEY TO COMMUNICATE WITH THE OFFICE OF THE GOVERNOR AND TEXAS LEGISLATURE ON BEHALF OF THE CITY OF BASTROP, TEXAS

WHEREAS, during the 2021 Legislative Session more than 7,000 bills were introduced, with more than 2,000 of them affecting the governing of Texas municipalities in a substantial way; and

WHEREAS, the City Council of the City of Bastrop (“City Council”) is committed to good governance, intergovernmental cooperation, and the furtherance of democracy at the local level; and

WHEREAS, the City Council finds it to be in the public interest, and necessary for the public health, safety and welfare of the Bastrop community to convey to the Office of the Governor and the Texas Legislature the opinions, views, and insights of those serving the City of Bastrop; and

WHEREAS, the City Council acknowledges that the Governor and members of the Texas Senate and the Texas House of Representatives can benefit from the ongoing exchange of information with locally-elected public officials; and

WHEREAS, the City Council has identified the following topics worth memorializing on behalf of the Bastrop Community.

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

A. SUPPORT-

1. ***Interlocal Cooperation:*** The City Council hereby supports legislation that promotes and enhances federal, state, and local cooperation.
2. ***Local Democracy:*** The City Council hereby supports legislation that upholds the principle of local government, and reinforces the lawful statutory authority and responsibility of the locally-elected leaders in respect to the priorities of their citizenry and their ability to respond to community challenges and opportunities.
3. ***Preserves Municipal Authority:*** The City Council hereby supports legislation that maintains or expands the ability of locally elected legislative bodies to enact local laws and administer regulatory programs.

4. **Protect Municipal Revenue:** The City Council hereby supports legislation that protects the ability of locally elected legislative bodies to assess taxes and impose fees necessary to fund municipal programs, projects, and facilities.
5. **Bastrop's Historic "Old Iron Bridge":** The City Council hereby supports legislation that prioritizes funding support for historic preservation, water quality protection from lead based paint on structures that extend over the Colorado River, and supports multi-modal transportation through the creation of walking and biking trails across bridges including Bastrop's Historic "Old Iron Bridge".
6. **Police Digital Evidence Storage:** The City Council hereby supports legislation that prioritizes funding support for the digital evidence storage needs of local police forces.
7. **Hotel Occupancy Taxes for Construction of Improvements in Municipal Parks:** The City Council hereby supports legislation that would allow for expenditure of hotel occupancy taxes for construction of improvements in municipal parks and trails/sidewalks that connect parks, lodging establishments, and other tourist attractions, and related public facilities; this item also includes pursuit of a "Quiet Zone" as related to lodging establishments.
8. **Texas Municipal League Legislative Program:** The City Council hereby supports the Texas Municipal League Legislative Program to the extent that it supports the City of Bastrop's legislative agenda.

B. OPPOSITION-

1. **Preemption:** The City Council hereby opposes legislation that erodes, weakens, or supersedes the ability of locally elected leaders to respond to local challenges or opportunities unique to the community.
2. **Revenue Reduction:** The City Council hereby opposes legislation that expands appraisal caps, imposes revenue caps on *ad valorem* (property) taxes, restricts sales taxes, limits administrative fees, caps right-of-way fees, commandeers municipal court fines or fees, or otherwise reduces local revenue sources.
3. **Intergovernmental Communications:** The City Council hereby opposes legislation that prohibits the expenditure of municipal funds on professional communications and advocacy services, including trade association memberships that would help the City advocate, track, understand, or influence legislation.

C. ADMINISTRATION-

1. **Delegation:** The City Council directs staff to provide a copy of this Resolution to the City's legislative delegation, that being State Senator Sarah Eckhardt and State Representative John Cyrier.
2. **Media:** The City Council directs staff to provide a copy of this Resolution to reporters of our local media outlets.

- 3. **Advocacy:** The Mayor, Mayor Pro-Tem, City Manager, Assistant City Manager, and City Attorney are hereby authorized to advocate on behalf of the City consistent with this Resolution and otherwise convey the positions expressed herein.

- 4. **Texas Municipal League:** The City Council directs City staff to provide a copy of this Resolution to the Texas Municipal League.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 10th day of January, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve Resolution No. R-2023-02 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 6, 2023, General Election for Bastrop, Texas; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Texas Election Code

Chapter 3. Ordering Election

Sec. 3.001. Order Required

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

Sec. 3.004. Election of Political Subdivision.

(a) The following authority shall order an election:

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

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

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

The stated Election cost of \$18,367.01 is the cost of the City of Bastrop holding the May 6, 2023, Election alone. The deadline for other entities to notify Bastrop County of their intent to hold a May 6, 2023, Election is February 17, 2023. If any other entity decides to hold a May 6, 2023, Election, the Election cost for the City of Bastrop will decrease due to being in a Joint Election.

The Candidate Packet for the May 6, 2023, Election will be ready for pick-up from the City Secretary's Office, 1311 Chestnut Street, Bastrop, on January 11, 2023, beginning at 8:00 a.m.

FISCAL IMPACT:

Estimated Amount:

- Non-joint Election - \$18,367.01

This cost was approved in the 2022-2023 FY budget in account 101 04-00-5681, page 125.

RECOMMENDATION:

Ann Franklin recommends approval of Resolution No. R-2023-02 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 6, 2023, General Election for Bastrop, Texas; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish

RESOLUTION NO. R-2023-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A MAY 6, 2023, GENERAL ELECTION FOR BASTROP TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas and the City of Bastrop, provide that on **May 6, 2023**, there shall be elected the following officials for the City at a general election:

**Mayor – Council Member at Large, for a term of 3 years
Place 3 – Council Member at Large, for a term of 3 years
and,**

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

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

Section 1. That all candidates, for the general election to be held on the First Saturday in **May 2023**, for the above mentioned City offices, shall file their application to become a candidate with the City Secretary of the City of Bastrop, at City Hall, 1311 Chestnut Street, Bastrop, Texas 78602 or by email at afranklin@cityofbastrop.org on or before **5:00 p.m. on February 17, 2023**, the seventy-eighth (78th) day before the election, and that all of the applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

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

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

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

| | | |
|--------------------------------------|--------------------------|-------------|
| Wyldwood Baptist Church | 398 Union Chapel Road | Cedar Creek |
| River Valley Christian Fellowship | 1224 W. State Highway 71 | Bastrop |
| Ascension Catholic Church | 804 Pine Street | Bastrop |
| Paige Community Center | 107 S. Main Street | Paige |
| Calvary Baptist Church | 3001 Loop 150 East | Bastrop |
| Smithville Recreation Center | 106 Royston Street | Smithville |
| Rosanky Community Center | 135 Main Street | Rosanky |
| Bastrop County Cedar Creek Annex | 5785 FM 535 | Cedar Creek |
| The Gathering | 287 FM 20 | Bastrop |
| Red Rock Community Center | 114 Red Rock Road | Red Rock |
| Elgin Recreation Center | 361 N. Highway 95 | Elgin |
| Faith Lutheran Church | 230 Waco Street | McDade |
| Family Worship Center | 2425 FM 1704 | Elgin |
| Bastrop Co. ESD No. 2 Fire Station 4 | 1432 N. State Highway 95 | Bastrop |

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

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

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

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

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

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

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

Section 11. Kristin Miles is hereby appointed Clerk for Early Voting. Early voting begins on April 24, 2023, the twelfth (12th) day before the election and ends on May 2, 2023, the fourth (4th) day preceding the date of the election.

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

Main Location:

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

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 24 8:00 am – 5:00 pm | 25 8:00 am – 5:00 pm | 26 8:00 am – 5:00 pm | 27 8:00 am – 5:00 pm | 28 8:00 am – 5:00 pm |
| 1 7:00 am – 7:00 pm | 2 7:00 am – 7:00 pm | | | |

Branch Locations:

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

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 24 8:00 am – 5:00 pm | 25 8:00 am – 5:00 pm | 26 8:00 am – 5:00 pm | 27 8:00 am – 5:00 pm | 28 8:00 am – 5:00 pm |
| 1 7:00 am – 7:00 pm | 2 7:00 am – 7:00 pm | | | |

Section 12. Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on April 25, 2023, the eleventh (11th) day before the election.

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

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

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

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of January, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NÚM. R-2023-02

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS PARA CONVOCAR E INSTITUIR EL PROCESO DE LA ELECCIÓN GENERAL DEL 6 DE MAYO, 2023 DE BASTROP, TEXAS; Y PARA PROVEER LA FECHA DE VIGOR.

POR CUANTO, Las leyes del Estado de Texas y de la Ciudad de Bastrop, disponen que el **6 de mayo, 2023** serán electos los siguientes oficiales de la Ciudad en una elección general:

**Alcalde – Miembro del Consejo de la Ciudad entera, para plazo de 3 años
Puesto 3 – Miembro del Consejo de la Ciudad entera, para plazo de 3 años, y**

POR CUANTO, Las leyes del Estado de Texas además disponen que el Código Electoral del Estado de Texas aplica a las elecciones, y que, para cumplir con dicho Código, una resolución deberá aprobarse instituyendo el proceso para llevar a cabo la elección y para designar los sitios de votación de la elección.

AHORA, POR LO TANTO, ORDÉNESE POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. Que todos los candidatos, en la elección general que se efectuará el primer sábado de **mayo del 2023** para los antedichos puestos de la Ciudad, archivarán sus solicitudes para ser candidatos con la Secretaria de la Ciudad de la Ciudad de Bastrop, en el Edificio Municipal (City Hall), 1311 Chestnut Street, Bastrop, Texas 78602 o por correo electrónico/email enviado a afranklin@cityofbastrop.org en o antes de las **5:00 p.m. el 17 de febrero, 2023**, que es en setenta y ocho (78) días anteriores a las elecciones, y que todas las solicitudes serán en un formulario prescrito por la Sección 141.031 del Código Electoral del Estado de Texas.

Sección 2. El orden en cual los nombres de los candidatos serán impresos en la boleta de la elección general se determinará por un sorteo efectuado por la Secretaria de la Ciudad de Bastrop de acuerdo con las provisiones de la Sección 52.094 del Código Electoral del Estado de Texas.

Sección 3. La Ciudad cuenta con ocho (8) precintos electorales y se permite que los votantes voten en cualquiera de los sitios de votación. La elección será llevada a cabo en los siguientes sitios:

Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017 (incluyendo todo el área dentro de los límites de la Ciudad de Bastrop) los sitios de votación serán los siguientes:

| | | |
|-------------------------|-----------------------|-------------|
| Wyldwood Baptist Church | 398 Union Chapel Road | Cedar Creek |
|-------------------------|-----------------------|-------------|

| | | |
|--------------------------------------|--------------------------|-------------|
| River Valley Christian Fellowship | 1224 W. State Highway 71 | Bastrop |
| Ascension Catholic Church | 804 Pine Street | Bastrop |
| Paige Community Center | 107 S. Main Street | Paige |
| Calvary Baptist Church | 3001 Loop 150 East | Bastrop |
| Smithville Recreation Center | 106 Royston Street | Smithville |
| Rosanky Community Center | 135 Main Street | Rosanky |
| Bastrop County Cedar Creek Annex | 5785 FM 535 | Cedar Creek |
| The Gathering | 287 FM 20 | Bastrop |
| Red Rock Community Center | 114 Red Rock Road | Red Rock |
| Elgin Recreation Center | 361 N. Highway 95 | Elgin |
| Faith Lutheran Church | 230 Waco Street | McDade |
| Family Worship Center | 2425 FM 1704 | Elgin |
| Bastrop Co. ESD No. 2 Fire Station 4 | 1432 N. State Highway 95 | Bastrop |

Sección 4. El/la Administrador/a de Elecciones del Condado por la presente queda autorizado/a y se le instruye que proporcione y entregue todos los suministros electorales necesarios para llevar a cabo las elecciones. La votación en dicha elección será preparada en conformidad con el Código Electoral de Texas.

Sección 5. La Sección 61.012 del Código Electoral de Texas requiere que El Consejo Municipal de la Ciudad de Bastrop proporcione al menos un sistema de votar accesible en cada sitio de votación del tipo que desde la fecha del 1 de enero, 2006 se ha utilizado en toda elección efectuada en Texas. Dicho sistema deberá cumplir con las leyes estatales y federales que decretan los requisitos para sistemas de votar que permiten a votantes con discapacidades físicas emitir/votar su boleta en secreto.

Sección 6. La Oficina del Secretario de Estado de Texas ha certificado que el equipo electoral llamado Election Systems & Software (ES&S) EVS 6110 que incluye el equipo de votación exprés para marcar boletas sea usado junto con el equipo DS850 escaneador central, y el DS200 escaneador de precinto, es sistema de votar accesible que se puede usar legalmente en las elecciones de Texas.

Sección 7. Las Secciones 123.032 y 123.035 del Código Electoral de Texas autorizan adquisición de sistemas de votación por subdivisiones locales políticas y además ordenan cumplimiento con ciertos requisitos mínimos para contratos relacionados con la adquisición de dichos sistemas de votación.

Sección 8. En su puesto de oficial electoral principal nombrado por el Consejo de la Ciudad de Bastrop, **el/la Administrador/a Electoral** deberá proporcionar de acuerdo con la Sección 61.012 del Código Electoral de Texas al menos un sistema de votación accesible en cada sitio de votación utilizado en cualquier elección de Texas que sea llevada a cabo en o después del 1 de enero, 2006. Dicho sistema deberá

cumplir con las leyes estatales y federales que establecen los requisitos para sistemas de votación que permiten a votantes discapacitados emitir sus boletas en secreto.

Sección 9. Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017, el/la oficial presidente será determinado en una futura fecha por el/la Administrador/a Electoral del Condado de Bastrop. El/la Juez Presidente de dicha elección nombrará a no menos de dos (2) pero a no más de cinco (5) secretarios para el día de elecciones.

Sección 10. Las casillas electorales en los sitios de votación indicados arriba estarán abiertas el Día de Elecciones de las 7:00 a.m. a las 7:00 p.m.

Sección 11. Kristen Miles por la presente es nombrada Secretaria de la Votación Adelantada. La votación adelantada se inicia el 24 de abril, 2023, el doceavo (12vo) día antes de la elección y se concluye el 2 de mayo, 2023, el cuarto (4to) día antes de la fecha de la elección.

**FECHAS DE LA VOTACIÓN ADELANTADA, HORAS, Y UBICACIONES
(se permite que votantes voten en cualquier ubicación)**

Sitio Principal:

Anexo de la Corte Del Condado Bastrop, Salón de Conferencias en el Nivel Bajo (County Courthouse Annex, Lower Level Conference Room), 804 Pecan St., Bastrop, Texas 78602.

| LUNES | MARTES | MIÉRCOLES | JUEVES | VIERNES |
|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 24 8:00 am – 5:00 pm | 25 8:00 am – 5:00 pm | 26 8:00 am – 5:00 pm | 27 8:00 am – 5:00 pm | 28 8:00 am – 5:00 pm |
| 1 7:00 am – 7:00 pm | 2 7:00 am – 7:00 pm | | | |

Sitios Sucursal de Votación:

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

| LUNES | MARTES | MIÉRCOLES | JUEVES | VIERNES |
|-------|--------|-----------|--------|---------|
|-------|--------|-----------|--------|---------|

| | | | | |
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 24 8:00 am – 5:00 pm | 25 8:00 am – 5:00 pm | 26 8:00 am – 5:00 pm | 27 8:00 am – 5:00 pm | 28 8:00 am – 5:00 pm |
| 1 7:00 am – 7:00 pm | 2 7:00 am – 7:00 pm | | | |

Sección 12. Las solicitudes de boletas y las boletas que serán votadas por correo deberán enviarse al/la Secretario/a de la Votación Adelantada, Kristen Miles, Administradora de Elecciones del Condado de Bastrop (Bastrop County Elections Administrator), 804 Pecan Street, Bastrop, Texas 78602. Solicitudes de boletas por correo deberán recibirse a no más tardar del final del día hábil el 25 de abril, 2023, que es el 11vo día antes de las elecciones.

Sección 13. Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017, Staci Calvert por la presente es nombrado/a Juez Presidente de la Junta de Boletas de la Votación Adelantada. De acuerdo con la Sección 87.002 et seq. del Código Electoral de Texas dicho juez presidente nombrará al menos dos (2) miembros adicionales a la Junta de Boletas de la Votación Adelantada y procesará los resultados de la votación adelantada de acuerdo con el Código Electoral de Texas.

Sección 14. El/la Juez Presidente y el/la Juez Presidente Alterno recibirán compensación de \$12.00 por hora. Los secretarios recibirán compensación de \$10.00 por hora. El/la Juez Presidente o su designado recibirán \$25.00 adicional por recoger los suministros de la elección antes de llevarse a cabo la elección el Día de la Elección, y por devolver los suministros después de cerrarse los sitios de votación.

Sección 15. La Elección General se llevará a cabo de acuerdo con el Código Electoral de este Estado y solo votantes residentes calificados de dicha Ciudad serán elegibles para votar en la elección.

Sección 16. El Alcalde dará aviso de esta elección de acuerdo con los términos y provisiones de las secciones 4.004, 83.010, 85.004, y 85.007 del Código Electoral, Sección 9.004 del Código Gubernamental Local, y todas las órdenes y decretos pertinentes a las elecciones serán emitidos por la autoridad apropiada. Los resultados de las elecciones se reportarán al Consejo de la Ciudad inmediatamente después de cerrarse los sitios de votación.

Sección 17. Además se afirma y determina que de acuerdo con la orden de este cuerpo gubernamental, la Secretaria de la Ciudad anunciará el aviso de la fecha para llevar a cabo el sorteo para ser apuntado en la boleta y dicho aviso será fijado en el tablón de anuncios ubicado en el Edificio Municipal (City Hall), lugar conveniente y muy accesible al público en general, y que dicho aviso será fijado y permanecerá fijado continuamente al menos por setenta y dos (72) horas antes de la hora indicada de la

reunión. Una copia del recibo indicando que se ha fijado el aviso será adjuntada a los minutos de esta reunión y será considerada ser parte de lo mismo para todo propósito.

Sección 18. Los considerandos que figuran en el preámbulo se determinan ser ciertos, y dichos considerandos se adoptan y forman parte de la presente resolución a todos los efectos.

Sección 19. Si cualquier sección, subsección, oración, cláusula o frase de esta resolución se considera por cualquier razón inconstitucional, dicha determinación no afectará la validez de las partes restantes de esta resolución.

Sección 20. La presente resolución estará en pleno vigor y efecto a partir de su aprobación en la fecha que se indica a continuación; siempre que si algún término o disposición de esta resolución entra en conflicto con, o es inconsistente con, el Código Electoral de Texas, el Código Electoral de Texas predominará y controlará, y el Oficial Electoral cumplirá con el Código Electoral de Texas.

SE HA DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo Municipal de la Ciudad de Bastrop, este día, 10 de enero, 2023.

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICADO:

Ann Franklin, Secretaria de la Ciudad

APROBADO EN SU REDACCIÓN:

Alan Bojórquez, Fiscal de la Ciudad



STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

Consider action to approve Resolution No. R-2023-05 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 6, 2023, General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 31. Officers to Administer Elections

Sec. 31.092. Contract for Election Services Authorized.

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

The stated Election cost of \$18,367.01 is the cost of the City of Bastrop holding the May 6, 2023, Election alone. The deadline for other entities to notify Bastrop County of their intent to hold a May 6, 2023, Election is February 17, 2023. If any other entity decides to hold a May 6, 2023, Election, the Election cost for the City of Bastrop will decrease due to being in a Joint Election.

The Candidate Packet for the May 6, 2023, Election will be ready for pick-up from the City Secretary's Office, 1311 Chestnut Street, Bastrop, on January 11, 2023, beginning at 8:00 a.m.

FUNDING SOURCE:

Estimated Amount:

- Non-joint Election - \$18,367.01

This cost was approved in the 2022-2023 FY budget in account 101 04-00-5681, page 125.

RECOMMENDATION:

Ann Franklin, City Secretary, recommends approval of Resolution No. R-2023-05 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 6, 2023, General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish
- Exhibit A

RESOLUTION NO. R-2023-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY AND THE CITY OF BASTROP FOR THE MAY 6, 2023, GENERAL ELECTION FOR, BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“the City”) has called a general election for Saturday, May 6, 2023; and

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

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the City of Bastrop enter into a contract with the Elections Administrator of Bastrop County for the May 6, 2023, General Election.

Section 2. The City Manager, is hereby authorized to execute a contract with the Elections Administrator of Bastrop County for the May 6, 2023, General Election. The contract is attached hereto as Exhibit A.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of January, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NÚM. R-2023-05

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO DE SERVICIOS ELECTORALES ENTRE EL/LA ADMINISTRADOR/A ELECTORAL DEL CONDADO DE BASTROP Y LA CIUDAD DE BASTROP PARA LLEVAR A CABO LA ELECCIÓN GENERAL DE LA CIUDAD DE BASTROP, TEXAS EL 6 DE MAYO, 2023, ADJUNTADO COMO ADJUNTO A; AUTORIZACIÓN PARA QUE EL/LA GERENTE DE LA CIUDAD EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONANDO LA FECHA DE VIGOR.

POR CUANTO, la Ciudad de Bastrop (“la Ciudad”) ha convocado una elección general que se lleve a cabo el sábado, 6 de mayo, 2023; y

POR CUANTO, el/la Administrador/a Electoral del Condado de Bastrop tiene autoridad por ley estatal para tramitar un contrato con la Ciudad de Bastrop.

AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. El Consejo de la Ciudad de Bastrop por lo presente autoriza que la Ciudad de Bastrop tramite un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección General del 6 de mayo, 2023.

Sección 2. El/la Gerente de la Ciudad por lo presente es autorizado para que ejecute un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección General del 6 de mayo, 2023. El contrato esta adjuntado a lo presente como Adjunto A.

Sección 3: Que ésta Resolución sea efectiva inmediatamente cuando sea aprobada y así se resuelve.

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 10 de enero, 2023.

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICO:

Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF BASTROP
FOR THE MAY 6, 2023 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Bastrop, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 6, 2023 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

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

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

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

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

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

4. Notification to the election judges and alternates shall be made no later than April 21, 2023.

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

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

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

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

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

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

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

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

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

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

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

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 6, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

E. Paper Ballots. In advance of the March 22, 2023 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

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

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Compensation. The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 6, 2023 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

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

IV. JOINT EXPENSES AND PAYMENT

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

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

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

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

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

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

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

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

V. GENERAL PROVISIONS

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

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

B. *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 6, 2023. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. *Cancellation of Election.* If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 6, 2023 Joint Election.

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

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

For the CITY:

Ann Franklin
 City Secretary
 City of Bastrop
 1311 Chestnut Street/PO Box 427
 Bastrop, TX 78602
 Tel: (512) 332-8800
 Fax: (512) 332-8819
 Email: afranklin@cityofbastrop.org

For the Contracting Officer:

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

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

G. Runoff Elections. The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 6, 2023 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be June 10, 2023, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

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

I. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including

prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

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

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

L. Mediation. Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive

the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2023 .

City Manager
City of Bastrop
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2023.

Item 9C.

Gregory Klaus
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2023.

Item 9C.

Kristin Miles
Elections Administrator
Bastrop County, Texas

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 24, 2023 through Tuesday, May 2, 2023.

Main Location:

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

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 24 8:00 am – 5:00 pm | 25 8:00 am – 5:00 pm | 26 8:00 am – 5:00 pm | 27 8:00 am – 5:00 pm | 28 8:00 am – 5:00 pm |
| 1 7:00 am – 7:00 pm | 2 7:00 am – 7:00 pm | 3 | 4 | 5 |

Branch Locations:

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

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 24 8:00 am – 5:00 pm | 25 8:00 am – 5:00 pm | 26 8:00 am – 5:00 pm | 27 8:00 am – 5:00 pm | 28 8:00 am – 5:00 pm |
| 1 7:00 am – 7:00 pm | 2 7:00 am – 7:00 pm | 3 | 4 | 5 |

Voting by Mail:

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

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION

Time Period:

Tuesday, May 30, 2023 through Tuesday, June 6, 2023.

Main Location:

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

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|-------------------------------------|----------------------------|----------------------------|---------------------------|---------------------------|
| 29 NO VOTING STATE HOLIDAY | 30 8:00 am – 5:00 pm | 31 8:00 am – 5:00 pm | 1 8:00 am – 5:00 pm | 2 8:00 am – 5:00 pm |
| 5 7:00 am – 7:00 pm | 6 7:00 am – 7:00 pm | | | |

Voting by Mail:

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

ELECTION DAY POLLING LOCATIONS ELECTION

Wyldwood Baptist Church, 398 Union Chapel Rd., Cedar Creek

River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop

Ascension Catholic Church, 804 Pine St., Bastrop

Paige Community Center, 107 S. Main St., Paige

Calvary Baptist Church, 3001 Loop 150 East, Bastrop

Smithville Rec Center, 106 Royston St., Smithville

Rosanky Community Center, 135 Main St., Rosanky

Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek

The Gathering, 287 FM 20, Bastrop

Red Rock Community Center, 114 Red Rock Rd., Red Rock

Elgin Recreation Center, 361 N. Hwy 95, Elgin

Faith Lutheran Church, 230 Waco St., McDade

Family Worship Center, 2425 FM 1704, Elgin

Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

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

ELECTION DAY POLLING LOCATIONS RUNOFF ELECTION

Ascension Catholic Church, 804 Pine St., Bastrop

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

EXHIBIT "C"

ESTIMATED COST OF ELECTIONCITY OF BASTROP

| | |
|--|---------------------|
| Optical Ballots and Programming Expenses | \$ 16,497.28 |
| Rental Fee for ExpressVote and Vote Tabulator (voting equipment) | |
| Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board | |
| Election Kits & other precinct supplies | \$ 200.00 |
| SUBTOTAL | \$ 16,697.28 |
| 10% ADMINISTRATIVE FEE | <u>\$ 1,669.73</u> |
| TOTAL | <u>\$ 18,367.01</u> |

EXHIBIT "C-1"

ESTIMATED COST OF RUNOFF ELECTION

CITY OF BASTROP

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



STAFF REPORT

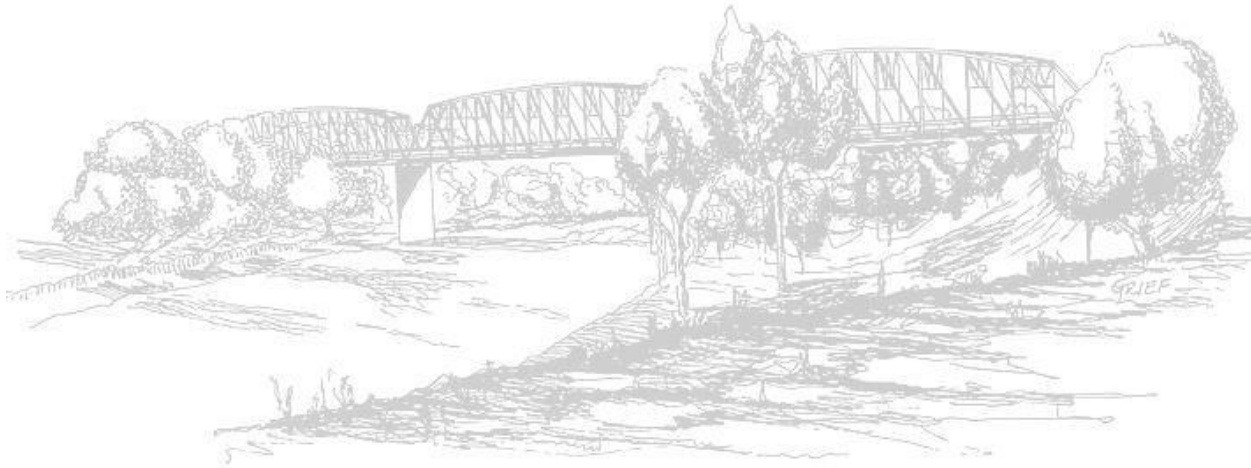
MEETING DATE: January 10, 2023

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding pending legal matter Cause No. 1:20-cv-00317-LY-DH in U.S. District Court.

STAFF REPRESENTATIVE:

Sylvia Carrillo, City Manager





STAFF REPORT

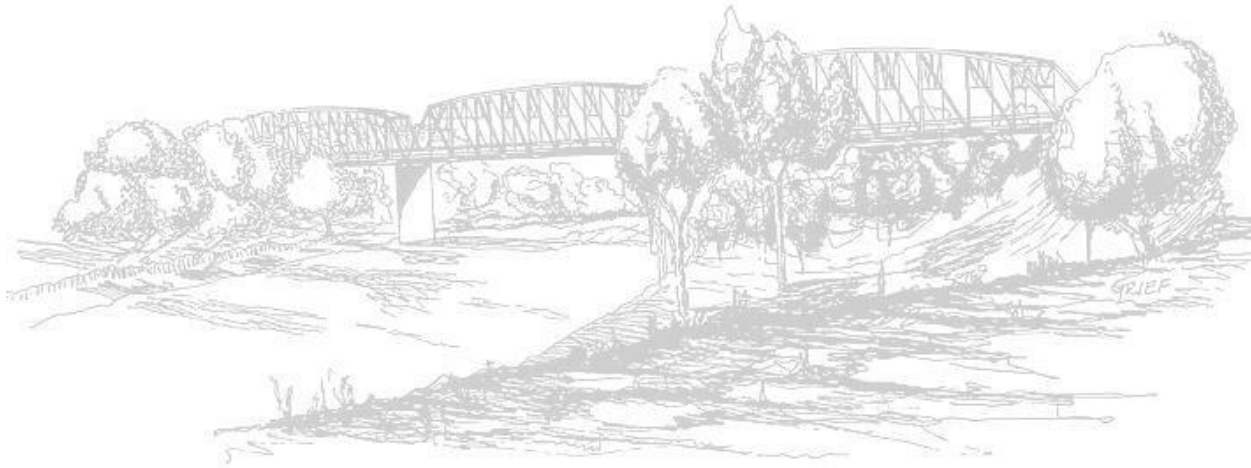
MEETING DATE: January 10, 2023

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding law related to Request for Proposals for Municipal Solid Waste Collection and Disposal Services.

STAFF REPRESENTATIVE:

Sylvia Carrillo, City Manager





STAFF REPORT

MEETING DATE: January 10, 2023

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding communications with parties represented by legal counsel and engaged in actual or threatened litigation.

STAFF REPRESENTATIVE:

Sylvia Carrillo, City Manager

