

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



October 24, 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 - Nevaya Espino and Gael Hernandez, PALS, Lost Pines Elementary

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

3. INVOCATION - Cliff Sparks, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

- 4C. A proclamation in which the Bastrop City Council and the Bastrop County Commissioners Court join together to honor Veterans Day.

Ann Franklin, City Secretary

- 4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing November 3, 2023, as Texas Arbor Day.

Ann Franklin, City Secretary

5. WORK SESSIONS/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS

- 6A. Receive Presentation on the Monthly City Manager Report.

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 October 10, 2023, Regular meeting.

Ann Franklin, City Secretary

8B. Consider action to approve the second reading of Ordinance No. 2023-39 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

Submitted by: Laura Allen, Senior Accountant

8C. Consider action to approve Resolution No. R-2023-158 of the City Council of the City of Bastrop, Texas, approving the receipt of a grant from the Office of the Governor (OOG) for Rifle Resistant body armor plates at a total cost of nineteen thousand, one hundred dollars and zero cents (\$19,100.00); with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grants authorizing official; providing for a severability clause; and establishing an effective date.

Submitted by: Vicky Steffanic, Chief of Police

8D. Consider action to approve Resolution No. R-2023-159 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Lost Pines Christmas parade; providing for a repealing clause; and providing for an effective date.

Submitted by: Kathy Danielson, Community Engagement Director

8E. Consider action to approve Resolution No. R-2023-160 of the City Council of the City of Bastrop, Texas, Approving an agreement for automatic aid assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2; attached as exhibit A; and authorizing the City Manager to execute all necessary documents; and establishing an effective date.

Submitted by: Andres Rosales, Fire Chief

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve \$25,000 in Hotel Occupancy Funds to Festival de la Cultura, a 501c3 organization, for a Hispanic Festival on April 27, 2024, in Mayfest Park.

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

9B. Consider action to approve the first reading of Ordinance No. 2023-40 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 13 Utilities, adding Article 13.14, establishing regulations for wireless transmission facilities (antenna towers); and move to include on the November 7, 2023, Council agenda for second reading.

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

- 9C. Consider action to approve Resolution No. R-2023-161 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement to support 9-1-1 Geographic Information System Database Management with Bastrop County, including addressing and boundary updates, 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: Robert Barron, GIS Analyst

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss professional engineering contract matters and potential acquisitions of real estate related to the Wastewater Treatment Plant No. 3 Project and other matters.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.074 to conduct the first annual performance evaluation of the City Manager as described in her employment agreement.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding Real Estate Acquisition matters and Eminent Domain as relates to public infrastructure projects.
- 10D. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss professional engineering contract matters and potential acquisitions of real estate related to the Water Treatment and other matters.
- 10E. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to discuss procedures for legal projects.
- 10F. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding the procurement of real estate relating to the Lost Pines Arts Center.
- 10G. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding the procurement of real estate relating to 117 Old Austin Highway, 101 Grady Tuck Lane and Adell Powell Subdivision Lot 3.

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION

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, October 19, 2023 at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: October 24, 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.



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

A proclamation in which the Bastrop City Council and the Bastrop County Commissioners Court join together to honor Veterans Day.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

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

Veterans Day, November 11, 2023

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

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

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

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

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

VETERANS DAY, 2023

Gregory Klaus
Bastrop County Judge

Lyle Nelson
City of Bastrop Mayor



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing November 3, 2023, as Texas Arbor Day.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

P

ROCLAMATION



WHEREAS, Arbor Day is observed throughout the world in many languages and cultures; and

WHEREAS, all across Texas, from towering pines to majestic oaks to scrubby mesquites — the many trees of Texas are beautiful and prominent features of our unique and breathtaking landscape; and

WHEREAS, as Texans, we value our trees and the benefits they provide each of us every day. Benefits like clean air, clear water, improving our health, abating storm water and even saving us money on energy bills and;

WHEREAS, we encourage people in our community to plant trees and celebrate them on the first Friday of each November on Texas Arbor Day; and

WHEREAS, this holiday for trees is an opportunity to teach fundamental lessons about the stewardship of our natural resources and caring for our environment. It is an opportunity to learn what each of us can do to keep our community trees healthy and vibrant. And it is a time we can pause to appreciate trees in our lives.; and

WHEREAS, trees, wherever they are planted, are a source of joy and enjoyment.

NOW, THEREFORE, I, Lyle Nelson, Mayor of the City of Bastrop, do hereby recognize November 3, 2023, as:

ARBOR DAY

in the City of Bastrop, and I do thereby encourage all citizens to cherish our trees and recognize their important role in the environment.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 24th day of October, 2023.

Lyle Nelson, Mayor



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

Consider action to approve City Council minutes from the October 10, 2023, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the October 10, 2023, Regular meeting.

ATTACHMENTS:

- October 10, 2023, DRAFT Regular Meeting Minutes.



OCTOBER 10, 2023

The Bastrop City Council met in a regular meeting on Tuesday, October 10, 2023, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Lee, Meyer, Plunkett, and Crouch. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Reese Romney & Jaxon Vuagniaux, Emile Elementary SWAT, led the pledges.

INVOCATION

Dale Burke, Police Chaplain, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report - **NONE**
- 4B. Council Members' Report - **NONE**
- 4C. City Manager's Report
- 4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing October 16-20, 2023, as Chamber of Commerce Week.
Ann Franklin, City Secretary
The presentation was made by Mayor Nelson and received by Becki Womble, and staff of the Bastrop Chamber of Commerce.

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

- 6A. Receive presentation on the unaudited monthly Financial Report for the period ending August 31, 2023.
Submitted by: Laura Allen, Senior Accountant
The presentation was made by Laura Allen, Senior Accountant.

CITIZEN COMMENTS**SPEAKER**

Craig Swanson
1327 FM 969
Bastrop, TX 78602

APPROVAL OF THE MINUTES

- 8A. Consider action to approve City Council minutes from the September 25, 2023, Boards and Commissions Orientation; September 26, 2023, Special meeting; and September 29, 2023, Workshop.

Submitted by: Ann Franklin, City Secretary

A motion was made by Council Member Lee to approve the City Council minutes from the September 25, 2023, Boards and Commissions Orientation; September 26, 2023, Special meeting; and September 29, 2023, Workshop, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2023-146 of the City Council of the City of Bastrop, Texas, approving a construction contract with 304 Construction, LLC, of Cedar Creek, Texas, in the amount of One Million Forty-Six Thousand, Seven Hundred Eighty-Eight Dollars and Seventy-Three Cents (\$1,046,788.73) for the construction of the Financial Way Improvements Project; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

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

Presentation was made by Fabiola de Carvalho, CFM, AMP MIAM, Director of Engineering and Capital Project Management.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-146, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 9B. Consider action to approve Resolution No. R-2023-147 of the City Council of the City of Bastrop, Texas, Authorizing the City Manager to accept a donation on behalf of the Bastrop Fire Department in the amount of Twenty-five thousand dollars (\$25,000.00) from Capital Area Housing Finance Corporation for the utilization by the Bastrop Fire Department in its wildland and brush fire response; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Andres Rosales, Fire Chief

Presentation was made by Andres Rosales, Fire Chief.

A motion was made by Council Member Meyer to approve Resolution No. R-2023-147, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 9C. Consider action to approve the first reading of Ordinance No. 2023-39 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date, and move to include on the October 24, 2023, City Council consent agenda for a second reading.

Submitted by: Laura Allen, Senior Accountant

Presentation was made by Laura Allen, Senior Accountant.

A motion was made by Council Member Plunkett to approve the first reading of Ordinance No. 2023-39 and to include on the October 24, 2023, consent agenda for second reading, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 9D. Consider action to approve Resolution No. R-2023-153 of the City Council of the City of Bastrop, Texas, approving a Project of the Bastrop Economic Development Corporation (BEDC) with Acutronic Company and Acutronic Real Estate Group, the Project of which consisting of the sale of real property and the provision of incentives totaling \$1,089,000.00 by the BEDC pursuant to a performance agreement; providing for recoupment of incentives paid and property granted in the event of non-compliance by Acutronic Company and Acutronic Real Estate Group; authorizing signatories; and providing an effective date.

Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director Bastrop Economic Development Corporation

Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director Bastrop Economic Development Corporation.

A motion was made by Council Member Crouch to approve Resolution No. R-2023-153, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 9E. Hold public hearing and consider action to approve the first reading of Ordinance No. 2023-35 of the City Council, of the City of Bastrop, Texas, approving the Reed Ranch Planned Development District, changing the zoning for 24.462 acres out of the Nancy Blakey Survey from P2 Rural to a Planned Development District (PDD) with a P4 Mix base zoning, located at 615 W Highway 71, within the city limits of Bastrop, Texas; and move to include on the October 24, 2023, City Council consent agenda for a second reading.

Submitted by: Kennedy Higgins

Presentation was made by Kennedy Higgins, Planner.

Public hearing opened.

SPEAKERS

Jeff Ahlborn

748 Marino Court

Bastrop, TX 78602

309-333-6855

Keith Ahlborn

201 Bryant Dr.

Bastrop, TX 78602

630-2356-8026

Public hearing closed.

A motion was made by Council Member Crouch to approve the first reading of Ordinance No. 2023-35 accepting the PDD and ensure tree at the entrance is protected and incorporated into the plan for the development, seconded by Council Member Lee, motion was approved on a 5-0 vote.

Direction was given to staff to have a dollar amount at second reading.

- 9F. Consider action to approve Resolution No. R-2023-154 approving the Animal Control Services Interlocal Agreement between the City of Bastrop and Bastrop County 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: Vicky Steffanic, Chief of Police
Presentation was made by Vicky Steffanic, Chief of Police.

A motion was made by Council Member Lee to approve Resolution No. R-2023-154, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 9G. Consider action to approve Resolution No. R-2023-152 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2024 Board of Directors; establishing a repealing clause; and providing an effective date.
Submitted by: Ann Franklin, City Secretary
A motion was made by Council Member Lee to approve Resolution No. R-2023-152 with the following candidates, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

**David Redd
William (Bill) Archer
David Glass
Pamela Harkins
Stacy Tiner**

- 9H. Consider action to approve Resolution No. R-2023-155 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Continental Homes of Texas, LP for Valverde Major Tract Improvements Off-Site Water Line, 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: Sylvia Carrillo, ICMA-CM, CPM, City Manager
Presentation was made by Doug Haggerty, Senior Planner.

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2023-155, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 8:16 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding the Destination and Marketing Services Agreement with Visit Bastrop and related information.
This item was pulled from the agenda.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.087 to seek the advice of legal counsel and for deliberation regarding a potential Chapter 380 agreement regarding economic development incentives with the Hyatt Lost Pines Resort.
- 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 a development agreement for the project known as the Hill located at Hwy 95 and Arena Drive.
- 10D. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss professional engineering contract matters and potential acquisitions of real estate related to the Wastewater Treatment Plant No. 3 Project. and other matters.
- 10E. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding a petition submitted by Lanzola MHP4, LP, S1, for the removal from the City's Extraterritorial Jurisdiction of approximately 643.5 acres of land located in the Joseph Rogers Survey, Abstract No. 55, Bastrop County, Texas.
- 10F. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding the procurement of real estate interests relating to the Lost Pines Arts Center.

Mayor Nelson recessed the Executive Session at 9:52 p.m.

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

- 10E. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding a petition submitted by Lanzola MHP4, LP, S1, for the removal from the City's Extraterritorial Jurisdiction of approximately 643.5 acres of land located in the Joseph Rogers Survey, Abstract No. 55, Bastrop County, Texas.
A motion was made by Council Member Crouch to approve Resolution No. R-2023-157, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

Adjourned at 9:53 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on October 24, 2023, by Council Member Name's motion, Council Member Name's second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2023-39 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Senior Accountant

BACKGROUND/HISTORY:

The FY2024 budget was approved by City Council on September 19, 2023. Since that approval, the City has identified minor corrections found after adoption and needs to implement various changes recommended by the City Manager.

Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

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

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

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Laura Allen, Senior Accountant, recommends approval of the second reading of Ordinance No. 2024-39 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2024-39
- Exhibit A
- All Funds Summary FY2024 – updated to reflect proposed amendments.

ORDINANCE NO. 2023-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2024 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 10th day of October 2023.

READ and ADOPTED on Second Reading on the 24th day of October 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

GENERAL FUND

Budget Amendment #1: General Fund-City Manager Expenditures

FY 2024 Budget Book (Page 116)

Original Budget	\$ 657,348
Operational Salary (101-03-00-5101)	\$ (58,052)
Social Security (101-03-00-5150)	\$ (4,441)
Retirement (101-03-00-5151)	\$ (7,262)
Group Insurance (101-03-00-5155)	<u>\$ (13,562)</u>
New Total Expenditure	\$ 574,031

This budget amendment is needed to move the budgeted position Executive Administrative Assistant to Engineering department.

Budget Amendment #2: General Fund-Engineering Expenditures

FY 2024 Budget Book (Page 147)

Original Budget	\$ 248,814
Operational Salary (101-16-00-5101)	\$ 58,052
Social Security (101-16-00-5150)	\$ 4,441
Retirement (101-16-00-5151)	\$ 7,262
Group Insurance (101-16-00-5155)	<u>\$ 13,562</u>
New Total Expenditure	\$ 332,131

This budget amendment is needed to move the budgeted position Executive Administrative Assistant to Engineering department. The position will be reclassified as a Project Manager Coordinator to better meet the needs of the department.

Budget Amendment #3: General Fund-Public Work-Parks Expenditures

FY 2024 Budget Book (Page 149)

Original Budget	\$ 3,674,522
Special Projects (101-18-19-6203)	\$ <u>250,000</u>
New Total Expenditure	\$ 3,924,522

This budget amendment will allocate funds for park related expenditures to be determined by Council such as repairs, equipment, etc.

OTHER FUNDS

Budget Amendment #4: Designated Revenue Fund

FY 2024 Budget Book (Page 87)

Original Budget	\$ 398,800
Fire Dept Designated Revenue (102-00-00-4435)	\$ 25,000
Fire Dept Designate Expense (102-00-00-5650)	<u>\$ (25,000)</u>
New Total Expenditure	\$ 398,800

The Fire Dept received a donation from Capital Area Housing Finance Corp., in the amount of \$25,000. The funds were intended to aid the Fire Dept in their wildland and brush fire response efforts. This amendment is necessary to appropriate the receipt and expenditure of funds.

Budget Amendment #5: General Fund One-Time Expenditure Fund

FY 2024 Budget Book (Page 70)

Original Budget	\$ 276,954
Contracted Services (1055-00-00-5561)	<u>\$ 45,000</u>
New Total Expenditure	\$ 321,954

This amendment is to appropriate the necessary amount to engage a firm to start engineering design on the Quiet Zone project. The estimated ending fund balance as of 9/30/23 is \$258,629. This budget amendment would be using the available fund balance.

Budget Amendment #6: Development Services Fund Expenditures

FY 2024 Budget Book (Page 80)

Original Budget	\$ 1,699,988
Operational Salary (108-15-06-5101)	\$ 30,000
Social Security (108-15-06-5150)	\$ 2,295
Retirement (108-15-06-5151)	\$ 3,753
Contractual Services (108-15-06-5561)	<u>\$ 12,000</u>
New Total Expenditure	\$ 1,748,036

This amendment includes the reclassification of the vacant Development Engineer position to Asst Director of Engineering as well as an increase in contract services for employment finder's fee. This amendment is offset by the revenue which is projected to exceed expenditures by \$727,964.

Budget Amendment #7: Hotel Occupancy Tax Fund-Hotel Tax Expenditures

FY 2024 Budget Book (Page 164)

Original Budget	\$ 4,701,754
Professional Services (501-80-00-5505)	<u>\$ 25,000</u>
New Total Expenditure	\$4,726,754

To cover the professional services for the creation and implementation of RFP process for Convention Center Hotel Project and subsequent work.



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

Consider action to approve Resolution No. R-2023-158 of the City Council of the City of Bastrop, Texas, approving the receipt of a grant from the Office of the Governor (OOG) for Rifle Resistant body armor plates at a total cost of nineteen thousand, one hundred dollars and zero cents (\$19,100.00); with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grants authorizing official; providing for a severability clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The Rifle-Resistant Body Armor grant program supports equipping law enforcement officers at risk of shootings with rifle resistant armor.

The current plates used are not wearable and are stored in patrol vehicles. Each current plate is 1 inch thick and weighs 6 pounds, for a total of 12 additional pounds. The lighter plates are designed to provide advanced rifle threat protection and be used with their existing concealable vest system. The new plates will fit into the currently used body armor on top of the soft ballistic plates. Each officer is required to be equipped with two plates (front and back).

FISCAL IMPACT:

No matching funds from the City of Bastrop

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2023-158 of the City Council of the City of Bastrop, Texas, approving the receipt of grant funds from the Office of The Governor in the amount of nineteen thousand, one hundred dollar and zero cents (\$19,100.00) for Rifle Resistant body armor plates.

ATTACHMENTS:

- Resolution number 2023-158
- Example pictures of Rifle-Resistant plates
- Copy of award letter

RESOLUTION NO. R-2023-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE RECEIPT OF A GRANT FROM THE OFFICE OF THE GOVERNOR (OOG) FOR RIFEL-RESISTANT BODY ARMOR PLATES AT A TOTAL COST OF NINETEEN THOUSAND, ONE HUNDRED DOLLARS AND ZERO CENTS (\$19,100.00); AUTHORIZING THE CHIEF OF POLICE AS THE GRANTS AUTHORIZING OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop finds it in the best interest of the citizens of Bastrop and the officers, that the city of Bastrop Police Department receive a grant from the Office of the Governor – Criminal Justice Division (OOG - DOJ) for Rifle Resistant body armor plates at a total cost of nineteen thousand, one hundred dollar and zero cents (\$19,100.00), with no matching funds from the city of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Office of the Governor Grant, the City of Bastrop Coty Council assures that the funds will be returned to the Office of the Governor – Criminal Justice Division (OOG-CJD) in full; and

WHEREAS, The City of Bastrop designates the Chief of Police as the Grantee’s authorized official. The authorized official is given the power to apply for, reject, alter, accept, or terminate the grant on behalf of the 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 City of Bastrop Police Department’s application to the Office of the Governor – Criminal Justice Division (OOG-DOJ) grant for Rifle Resistant Body Armor plates.

Section 2: Any prior resolution of the City Council in conflict with 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: This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of October 2023.

APPROVED:

Item 8C.

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4781401	Award Amount:	\$19,100.00
Date Awarded:	9/26/2023	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2023 - 09/30/2024	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2024	Grantee GPI:	\$0.00
Program Fund:	BG-Rifle-Resistant Body Armor Grant Program (BAGP)	Total Project Cost:	\$19,100.00
Grantee Name:	Bastrop, City of		
Project Title:	Rifle-Resistant Plates for Vests		
Grant Manager:	Nicole Caston		
Unique Entity Identifier (UEI):	FD3AY8GS9CJ9		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2024-BG-ST-0025
Total Federal Award/State Funds Appropriated:	\$10,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	To equip law enforcement officers at risk of shootings with rifle-resistant body armor.

10260

Item 8C.

THREAT LEVEL: LEVEL III - STANDARD NIJ 0101.06 - STAND-ALONE

We offer several types of Hard Armor Plates capable of defeating high-powered Level III & IV rifle rounds either in combination with soft body armor systems or as a stand-alone. These plates are available in a choice of two shapes (full-size or shooter's cut), designed to meet your individual needs for comfort and function. Additional options include the choice of ultra-light polyethylene or ceramic plates which will affect weight and thinness.



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Protection Type / Level: III
Configuration: Stand-Alone
Thickness: 1"
Curvature: Multi Curve
Construction: Composite

////// BALLISTIC PERFORMANCE ////

Rounds defeated:

- 7.62mm x 51mm (M80)
- 5.56mm x 45mm (M193)

SIZE	SHAPE	WEIGHT
6" x 6"	Full-Size (single curve)	1.1 lbs
6" x 8"	Full-Size (single curve)	1.4 lbs
8" x 10"	Shooter's Cut	2.10 lbs
8" x 10"	Full-Size	2.30 lbs
10" x 12"	Shooter's Cut	3.00 lbs
10" x 12"	Full-Size	3.20 lbs

*All weights are approximate





STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

Consider action to approve Resolution No. R-2023-159 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Lost Pines Christmas parade; providing for a repealing clause; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Kathy Danielson, Community Engagement Director

BACKGROUND/HISTORY:

The Lost Pines lighted Christmas Parade has been a long-standing community event and has been part of Bastrop's unique character that makes the holiday season in Bastrop unlike any other. You can not only see the usual parade drill teams, dance teams school bands and Christmas themed lighted floats, but you can also expect long horns and cowboys gleaming ever so brightly covered in Christmas lights.

Now that the Parade has continued to grow, and it is not uncommon to see (100) one hundred or more entries who want to share in the tradition we need to close Chestnut Street. This is important to maintain the safety of the parade for the participants and the ten to fifteen thousand spectators. Chestnut Street also known as Loop 150 is a Texas Department of Transportation (TxDOT) owner and maintained right of way. In order to close Chestnut for a few hours a permit is required from TxDOT. The application requires a resolution approving the request from the Bastrop City Council.

This is the second year a permit has been required to my knowledge. A resolution for future road closures is a future council agenda item you can expect to see every October or November. This will likely be a future consent item and will be part of the Lost Pines Christmas Parade standard operating procedures.

RECOMMENDATION:

Kathy Danielson, Community Engagement Director recommends approval of Resolution No R-2023-159

ATTACHMENTS:

- Resolution No R-2023-159
- Parade Route TCP



RESOLUTION NO. R-2023-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE CLOSURE OF CHESTNUT STREET FOR THE LOST PINES CHRISTMAS PARADE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of providing safety to parade participants, spectators and the travelling public; and

WHEREAS, the City of Bastrop City Council understands providing an enhanced quality of life services such as special events and parades should be safe, effective and is establishing that the Lost Pines Christmas Parade event serves a public purpose and authorizing the City of Bastrop to enter into this agreement with the State; and

WHEREAS, the Lost Pines Christmas Parade event will be located within the local government's incorporated area;

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

Section 1. That the City Manager is hereby authorized to enter into an agreement with TxDOT requesting a permit for the closure of Chestnut Street on December 9, 2023 for the Lost Pines Christmas Parade event.

Section 2. The City of Bastrop, traffic control plan shown as Exhibit A is to protect the safety of the general public during the Lost Pines Christmas Parade event serves a public purpose.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of October 2023.

APPROVED:

Lyle Nelson, Mayor

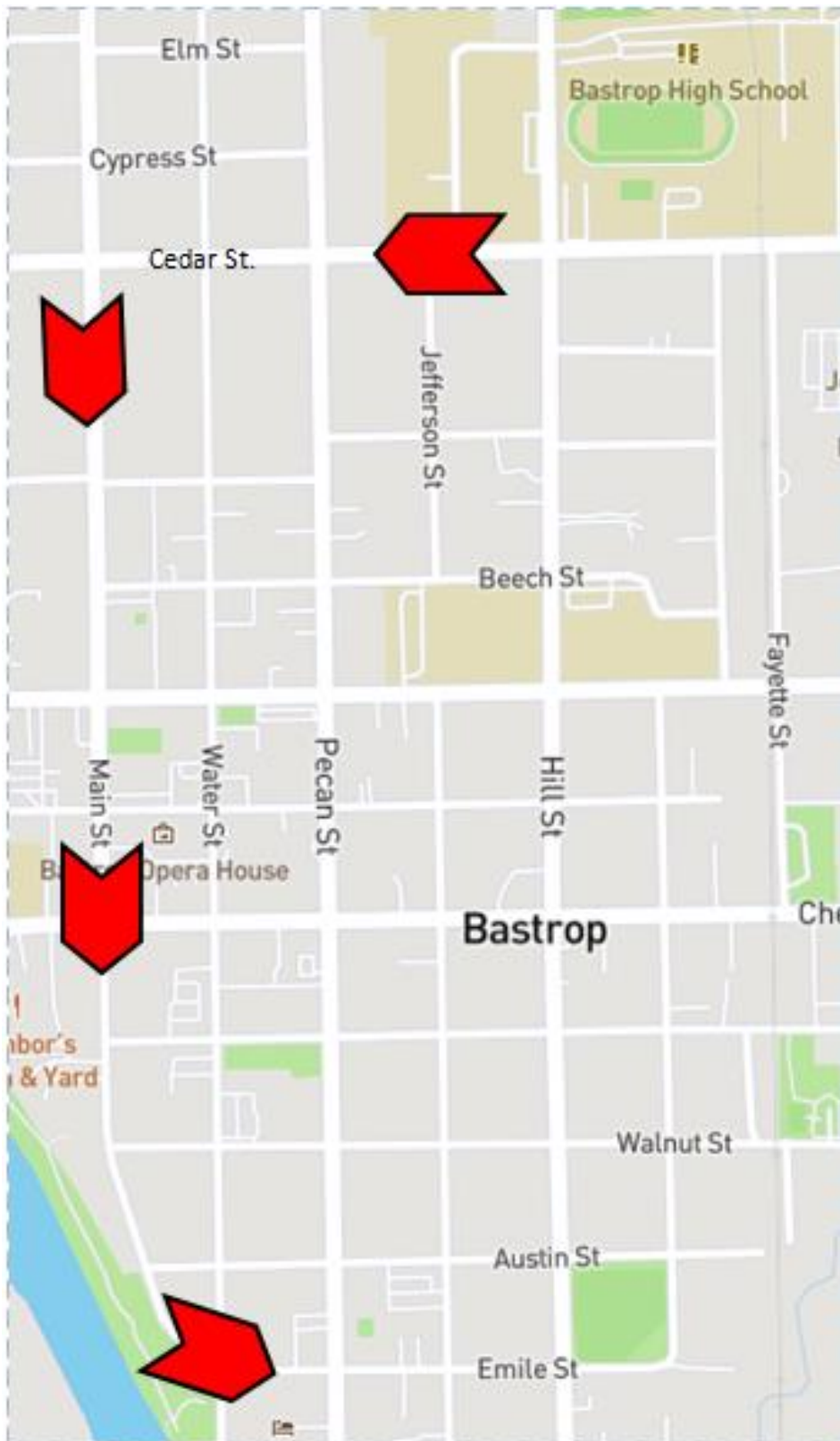
ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Lost Pines Christmas Parade 2023



Parade Route

Bastrop High to
Cedar Street

Cedar Street to
Main Street

Main Street to
Emile Street

Turn Left on
Emile Street



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

Consider action to approve Resolution No. R-2023-160 of the City Council of the City of Bastrop, Texas, Approving an agreement for automatic aid assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2; attached as exhibit A; and authorizing the City Manager to execute all necessary documents; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Fire Chief

BACKGROUND/HISTORY:

Since 2009, the City of Bastrop has been operating under an agreement to provide automatic aid assistance regarding fire protection services and other types of emergency response services with Bastrop County Emergency Services District Number 2. Upon investigation, a signed copy of this agreement could not be located in either the City of Bastrop or Bastrop County Emergency Services District Number 2's records, minutes, or agendas. Therefore, this agreement is being executed in order to ratify the past incidents involving automatic aid assistance that were conducted and to authorize future incidents involving automatic aid assistance.

FISCAL IMPACT:

This agreement has no adverse impact to the City's budget.

RECOMMENDATION:

Consider action to approve Resolution No. R-2023-160 of the City Council of the City of Bastrop, Texas, Approving an agreement for automatic aid assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2; attached as exhibit A; and authorizing the City Manager to execute all necessary documents; and establishing an effective date.

ATTACHMENTS:

1. Resolution 2023-160
2. Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2

RESOLUTION NO. R-2023-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AGREEMENT FOR AUTOMATIC AID ASSISTANCE BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2; ATTACHED AS EXHIBIT A; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City of Bastrop ("City") and the Bastrop County Emergency Services District No. 2 ("District") currently provide fire protection and other types of emergency response services to local residents in their respective jurisdictions or service areas; and

WHEREAS, The City and the District desire to augment both resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching responses to emergency calls on an automatic assistance basis so that the nearest available unit responds to incidents covered by this Agreement, regardless of the jurisdiction; and

WHEREAS, The City wishes to receive and provide assistance in areas shown in **Exhibit "A"** on an automatic assistance basis; and

WHEREAS, The District wishes to receive and provide assistance in areas shown in **Exhibit "B"** on an automatic assistance basis; and

WHEREAS, The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council finds that a very significant public interest is served by the completion of this Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2.

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

Section 1: That the City Manager is hereby authorized to execute an Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2. (Exhibit A)

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

City of Bastrop
Agreement for Automatic Aid Assistance ESD 2

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 24th day of October, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**AGREEMENT FOR AUTOMATIC AID ASSISTANCE BETWEEN
BASTROP COUNTY EMERGENCY SERVICE DISTRICT NUMBER 2
AND THE CITY OF BASTROP**

RECITALS

The City of Bastrop ("City") and Bastrop County Emergency Services District Number 2 ("District") currently provide fire protection and other types of emergency response services to local residents in their respective jurisdictions or service areas.

The City and the District desire to augment both resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching responses to emergency calls on an automatic assistance basis so that the nearest available unit responds to incidents covered by this Agreement, regardless of the jurisdiction.

The City wishes to receive and provide assistance in areas shown in **Exhibit "A"** on an automatic assistance basis.

The District wishes to receive and provide assistance in areas shown in **Exhibit "B"** on an automatic assistance basis.

The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code

TERMS

1. The term of this Agreement shall be for one-year, effective September 1, 2023, and shall automatically renew annually for up to four additional one-year terms unless terminated pursuant to Section 13.

2. The parties agree to automatically dispatch the nearest available unit(s) to the scene of an emergency and all reported structure fires within the automatic aid agreement service area. The service area is defined as shown on the maps attached as **Exhibits "A" and "B"**. The "nearest available unit" shall mean that unit of either party that meets the requirements for that type of emergency and, in the sole discretion of either Fire Chief, is capable and available to respond quickest to a call. A party shall respond only to the extent that a unit is readily available.

3. Subject to the provisions noted above in paragraph 2 the District and the City shall each provide firefighting services 24 hours a day, 7 days a week, and shall respond to all call types within the service area shown in **Exhibits "A" and "B"**.

4. The parties agree to follow the National Incident Management System (NIMS) as promulgated by the U.S. Department of Homeland Security to provide for the efficient management of emergencies and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures for those emergencies requiring the use of units from the Parties.

5. Each party shall maintain adequate insurance for all equipment and property necessary for the performance of this Agreement.

6. Specifically citing Texas Government Code Section 791.006(a-1), each party shall be liable for the acts and omissions of its officials, agents, employees, volunteers and contractors in the provision of fire protection and other types of emergency response services in the territory of the other party. Such assignment of liability is intended to be different than that provided in Texas Government Code Section 791.006(a). To the extent allowed by law, each party shall fully indemnify and hold harmless the other party, as well as its council members, commissioners, officials, agents, volunteers, and employees, from any and all civil liability or other claims of any type or nature whatsoever, specifically including, but not limited to, negligence, gross negligence, or intentional acts or omissions, and all attorney's fees and related costs, made on account of any loss or damages through personal injuries, deaths, property, or other damages, arising directly or indirectly out of the negligence, gross negligence, or the intentional acts or omissions of the other party or its council members, commissioners, officials, agents, employees, volunteers, or representatives, in performing the fire protection and other types of emergency response services required under this Agreement, provided that such loss or damages does not also arise out of the negligence, gross negligence or intentional act or omission of an official, agent, employee, volunteer, or representative of the other party.

7. It is expressly understood and agreed that this Agreement does not waive any immunity or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement.

8. The parties agree to comply with all applicable state, federal and local laws or requirements applicable to the performance of services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required. All "Automatic Aid Engine Companies" responding to the first alarm must meet the National Fire Protection Association (NFPA) 1901 standards for engine companies and qualify as credited engine companies for the Public Protection Classification (PPC).

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person

or entity shall have any cause of action hereunder.

10. Unless specifically agreed to by both parties for particular incidents, and except as provided in Section 6, neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement or have any other financial obligation to the other party. The parties agree to cooperate with each other in seeking reimbursement from private, state or federal authorities to the extent such opportunities present themselves.

11. **Exhibits “A” and “B”** are incorporated into this Agreement for all purposes.

12. The parties agree to cooperate in an annual evaluation of the Agreement in order to ensure that the terms continue to meet each party’s needs and expectations.

13. This Agreement may be terminated by either party, with or without cause, upon 30 days notice in writing.

14. Notice shall be provided to the parties at the following addresses:

City: City Manager, Sylvia Carrillo
City of Bastrop
1311 Chestnut St.
Bastrop, Texas
78602

Copy to: City Attorney, Alan
Bojorquez
Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, Texas 78759

District: President of the Board of
Directors Bastrop County ESD
Number 2
P.O. Box 1747
Bastrop, Texas
78602

Copy to: John J. Carlton, Attorney for the
District The Carlton Law Firm,
P.L.L.C.
2705 Bee Cave Road
Austin, Texas 78746

15. No term or provision in this Agreement is intended to create a partnership or joint venture.

16. If any provision of this Agreement is held invalid by a court of competent jurisdiction, that holding (a) shall not invalidate the remainder of this Agreement, (b) shall be limited to the specific parts of this Agreement described in that holding, and (c) shall not affect the validity of this Agreement in any way or in any other instance.

Executed on this, the _____ day of _____, 2023.

CITY OF BASTROP, TEXAS

BASTROP COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2

By: _____
Sylvia Carrillo, City Manager

By: _____
George Martinez, President

EXHIBITS

EXHIBIT A – Area for Automatic Response by the City of Bastrop

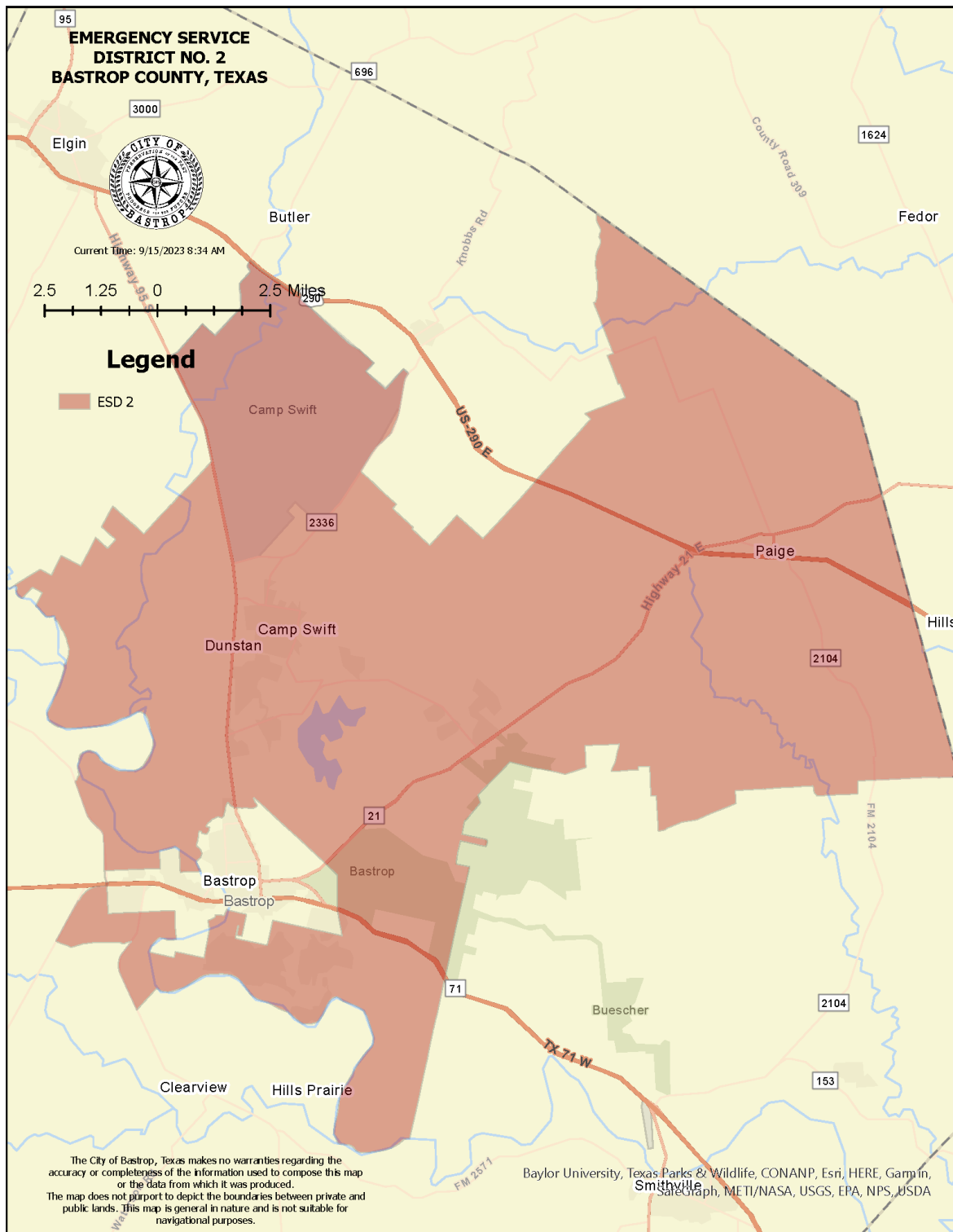
EXHIBIT B – Area for Automatic Response by Bastrop County Emergency Services District No. 2

EXHIBIT A AREA FOR AUTOMATIC RESPONSE BY THE CITY OF BASTROP



City of Bastrop
Agreement for Automatic Aid Assistance ESD 2

EXHIBIT B AREA FOR AUTOMATIC RESPONSE BY BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2



City of Bastrop
Agreement for Automatic Aid Assistance ESD 2



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

Consider action to approve \$25,000 in Hotel Occupancy Funds to Festival de la Cultura, a 501c3 organization, for a Hispanic Festival on April 27, 2024, in Mayfest Park.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

Festival de la Cultura is a new festival geared to bring awareness and address the cultural diversity of the growing Hispanic community in Bastrop County. To date, no such activity has sought to bring together the multitude of Hispanic and Latino populations that are represented in our cities, county and growing!

The 2021 Census Bureau shows an estimated 35.8% of the population in Bastrop (within 10 miles of the city center) is Hispanic.

The originating festival committee is made up of various leaders throughout Bastrop County who will assist in the development, programming, and educational aspects of the festival.

It is expected to draw a crowd of more than 5,000 people with various musical performances including a popular Latino musical headliner at the end of the festival, children's activities, cooking, and other cultural activities.

This was not a programmed event in the Hotel Fund due to the recency of the event after the FY 2024 budget adoption.

This amount is expected to be seed money and the annual festival is expected to grow to self sufficiency in a short period of time.

The event is expected to generate more than 175 room nights with an economic impact of over \$700,000.

FISCAL IMPACT:

\$25,000 from the Hotel Occupancy Fund.

RECOMMENDATION:

Approve the request as presented.

ATTACHMENTS:

1. HOT fund balance sheet
2. Festival balance sheet and proposed expenses
3. Visit Bastrop Estimated Economic Impact Calculator
4. Demographic reports



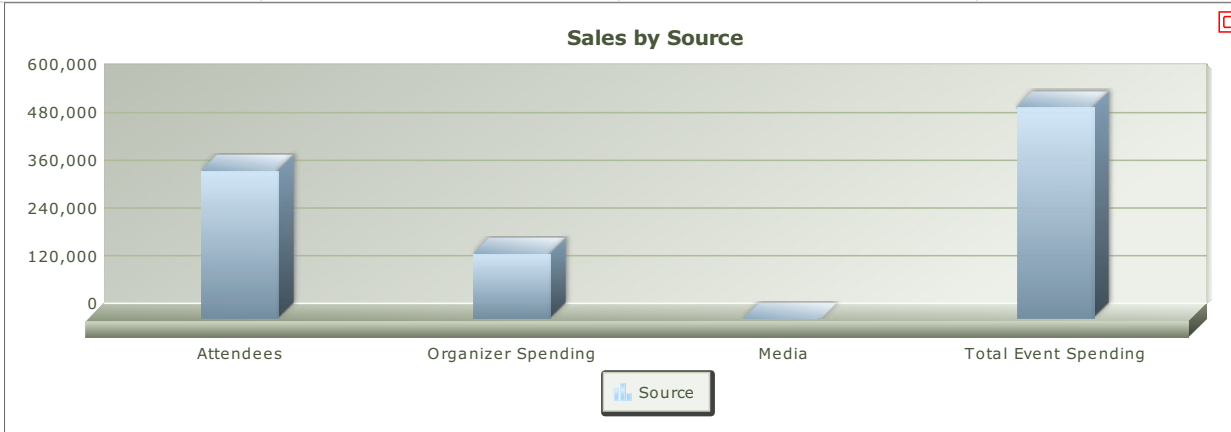
EVENT IMPACT CALCULATOR DETAIL - HISPANIC FESTIVAL -PRE EIC -TEST

Event Summary

Key Parameters		Key Results	
Event Name	Hispanic Festival	Business Sales (Direct)	\$530,507.52
Organization	Festival de la Cultura	Business Sales (Total)	\$717,188.07
Event Type	FCE: Performing arts	Jobs Supported (Direct)	221
Start Date	04/26/2024	Jobs Supported (Total)	272
End Date	04/28/2024	Local Taxes (Total)	\$18,965.66
Overnight Attendees	750	Net Direct Local Tax ROI	\$17,785.89
Day Attendees	1750	Est. Room Nights Demand	1,117

Direct Business Sales

Sales by Source			
Attendees Spending	\$369,431.00	Exhibitor Spending	\$0.00
Organizer Spending	\$161,076.51	Total Event Spending	\$530,507.52



Business Sales by Sector

Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	\$188,759.43	\$1,410.53*	\$0.00	\$190,169.96
Transportation	\$31,153.11	\$470.18*	\$0.00	\$31,623.29
Food & Beverage	\$76,614.68	\$11,300.00	\$0.00	\$87,914.68
Retail	\$54,127.93	\$0.00	\$0.00	\$54,127.93
Recreation	\$18,775.85	\$0.00	\$0.00	\$18,775.85
Space Rental	\$0.00	\$10,400.00	\$0.00	\$10,400.00
Business Services	\$0.00	\$137,495.80	\$0.00	\$137,495.80
Totals	\$369,431.00	\$161,076.51	\$0.00	\$530,507.52

* indicates that the calculator's model defaults were used



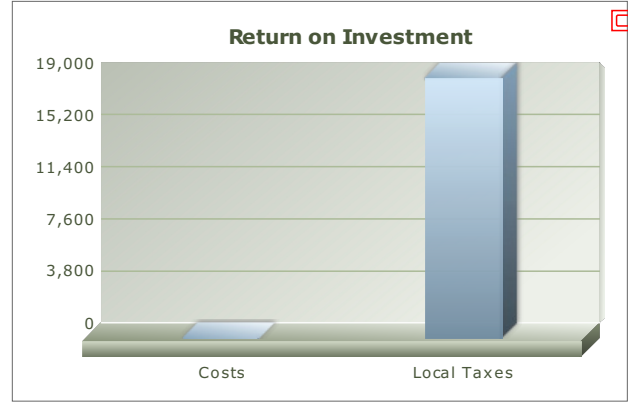
Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	\$530,507.52	\$186,680.56	\$717,188.07
Personal Income	\$130,810.95	\$39,488.82	\$170,299.77
Jobs Supported			
Persons	221	51	

Annual FTEs	5	1	
Taxes And Assessments			Item 9A.
<u>Federal Total</u>	<u>\$42,657.99</u>	<u>\$14,265.12</u>	<u>\$56,923.11</u>
<u>State Total</u>	<u>\$24,746.59</u>	<u>\$3,381.09</u>	<u>\$28,127.68</u>
Sales	\$12,101.86	\$2,916.88	\$15,018.74
Income	\$0.00	\$0.00	\$0.00
Bed	\$11,325.57		\$11,325.57
Other	\$1,319.17	\$464.20	\$1,783.37
<u>Local Total</u>	<u>\$17,785.89</u>	<u>\$1,179.77</u>	<u>\$18,965.66</u>
Sales	\$3,872.60	\$933.40	\$4,806.00
Income	\$0.00	\$0.00	\$0.00
Bed	\$13,213.16		\$13,213.16
Per Room Charge	\$0.00		\$0.00
Tourism District	\$0.00		\$0.00
Restaurant	\$0.00	\$0.00	\$0.00
Other	\$700.13	\$246.37	\$946.51
Property Tax	\$25,637.53	\$5,170.59	\$30,808.12

Event Return On Investment (ROI)

Direct Total Tax ROI	
Direct Tax Receipts	\$17,785.89
DMO Hosting Costs	\$0.00
Direct ROI	\$17,785.89
Net Present Value	\$17,433.37
Direct ROI (%)	-
Total	
Total Local Tax Receipts	\$18,965.66
Total ROI	\$18,965.66
Net Present Value	\$18,589.76
Total ROI (%)	-



Estimated Room Demand Metrics

Room Nights Sold	1,117		
Room Pickup (block only)	175		
Peak Room Nights	441		
Total Visitor Days	3,211		

Festival de la Cultura

Projected Statement of Sources & Uses of Funds



Festival de la Cultura
Projected Statement of Sources & Uses
Table of Contents

Summary Projections

Detailed Projected Sources of Funds

Detailed Projected Uses of Funds

Fiesta De Nuestra Gente
Projected Statement of Sources & Uses
Summary



	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
<u>Sources</u>									
Sponsors	-	-	50,000	10,000	10,000	10,000	10,000	-	90,000
Tickets	-	-	-	-	-	-	-	90,000	90,000
Vendor booth rentals	-	-	-	-	-	-	12,000	-	12,000
Alcohol	-	-	-	-	-	-	-	42,000	42,000
Other	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
	-	-	50,000	10,000	10,000	10,000	22,000	132,000	234,000
<u>Uses</u>									
Accounting	-	-	150	150	200	200	500	1,000	2,200
After-event analysis	-	-	-	-	-	-	-	50	50
Health & wellness	-	-	-	-	-	-	-	4,500	4,500
Legal & insurance	-	-	-	-	-	-	-	6,000	6,000
Logistics & infrastructure	-	-	-	-	-	-	-	7,000	7,000
Marketing & promotion	-	-	-	-	-	-	-	23,000	23,000
Program & entertainment	-	-	45,150	7,500	1,300	-	-	61,950	115,900
Project management	-	-	100	100	100	100	100	100	600
Registration & ticketing	-	-	-	-	-	-	-	5,000	5,000
Security & safety	-	-	-	-	-	-	-	6,000	6,000
Sponsorship & fundraising	-	-	500	500	-	-	-	-	1,000
Technology	-	-	-	-	-	-	-	500	500
Vendors & food	-	-	-	-	-	-	-	11,300	11,300
Venue, transportaton & parking	-	-	-	-	-	-	-	9,400	9,400
Other - contingency	-	-	-	-	8,000	8,000	8,000	8,000	32,000
	-	-	45,900	8,250	9,600	8,300	8,600	143,800	224,450
Cash flow for the period	-	-	4,100	1,750	400	1,700	13,400	(11,800)	9,550
Cash balance from last period	-	-	-	4,100	5,850	6,250	7,950	21,350	-
Cash end of this period	-	-	4,100	5,850	6,250	7,950	21,350	9,550	9,550

**Fiesta De Nuestra Gente
Projected Statement of Sources
Detail**



	2023				2024				
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total
Sponsors									
Chair - TBD									
Other sponsors to be identified. Recommended that we ask each sponsor to add a person to the committee. We need to determine all advertising points for sponsors before we approach them. For example, the main stage should be the prime ad space. We can also use cups, koozies, wrist bands, signage, a large prominently placed sponsor sign... Need to think of more. it might make sense to auction the main stage sponsorship to the highest bidder and possibly a couple of the similar opportunities.									
Visit Bastrop			20,000	-	-	-	-	-	20,000
City of Bastrop			20,000	-	-	-	-	-	20,000
Five to ten larger companies		-	5,000	5,000	5,000	5,000	5,000	-	25,000
Small companies		-	5,000	5,000	5,000	5,000	5,000	-	25,000
Other		-	-	-	-	-	-	-	-
		<u>-</u>	<u>50,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>-</u>	<u>90,000</u>

VERY IMPORTANT - The numbers in this draft forecast are for placeholders only. No one has agreed to sponsor any events at this time.

Ticket Revenue

Chair - TBD

Saturday Only Ticket Sales

Tickets sold	-	-	-	-	-	-	-	4,000	4,000
Rate per ticket	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>	-
Total ticket sales	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>60,000</u>

Sunday Only Ticket Sales

Tickets sold	-	-	-	-	-	-	-	1,000	1,000
Rate per ticket	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	-
Total ticket sales	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,000</u>	<u>10,000</u>

**Fiesta De Nuestra Gente
Projected Statement of Sources
Detail**



	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Two Day Ticket Sales									
Tickets sold	-	-	-	-	-	-	-	1,000	1,000
Rate per ticket	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	-
Total ticket sales	-	-	-	-	-	-	-	20,000	20,000
Total attendance	-	-	-	-	-	-	-	6,000	6,000
Total Ticket Sales	-	-	-	-	-	-	-	90,000	90,000
Vendor Space Rentals									
Chair - TBD Need to determine which vendors, how many spaces...									
Spaces sold	-	-	-	-	-	-	30	-	30
Rate per space	400	400	400	400	400	400	400	400	-
Total space sales revenue	-	-	-	-	-	-	12,000	-	12,000
Alcohol Sales									
Chair - TBD Price TBD.									
Beer & wine tickets sold	-	-	-	-	-	-	-	6,000	6,000
Rate per ticket	7	7	7	7	7	7	7	7	-
Total ticket sales	-	-	-	-	-	-	-	42,000	42,000

**Fiesta De Nuestra Gente
Statement of Uses
Detail**



	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
<u>Accounting</u>	Chair - TBD Opens checking accounts, deposits funds, issues checks, prepares monthly financials, maintains projected sources and uses								
Monthly fee	-	-	150	150	200	200	500	1,000	2,200
	-	-	150	150	200	200	500	1,000	2,200
<u>After-event analysis</u>	Chair - TBD Consists of a meeting of committee chairs discussion what went right, what went wrong, what could be better, and preparing a report and how to improve at the next event. Date for next event chosen and process started again.								
Volunteers	-	-	-	-	-	-	-	50	50
	-	-	-	-	-	-	-	50	50
<u>Health & wellness</u>	Chair - Priscilla Ruiz Provides medical and first aid services, as well as arranging wellness activities for attendees. <u>Medical station</u> includes a qualified professional who can treat small issues, cuts, bruises, heat exhaustion, etc. <u>Emergency services</u> will be provided by a local ambulance service who will have technicians to provide onsite services as well as transportation to local hospitals								
Medical station	-	-	-	-	-	-	-	2,000	2,000
Emergency services	-	-	-	-	-	-	-	2,000	2,000
Other	-	-	-	-	-	-	-	500	500
	-	-	-	-	-	-	-	4,500	4,500

**Fiesta De Nuestra Gente
Statement of Uses
Detail**



	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
<u>Legal & insurance</u>	Chair - Rebecca Moseley/Noe Reyes								
	Legal fees for setting up event structure, reviewing contracts with entertainment, preparing contracts for vendor, etc.								
Organizational structure	-	-	-	-	-	-	-	1,000	1,000
Other	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	1,000	1,000
	Event insurance including general liability and event interruption. Event interruption is insurance in case of unforeseen natural disasters such as a storm or rain.								
General liability	-	-	-	-	-	-	-	4,000	4,000
Event interruption	-	-	-	-	-	-	-	1,000	1,000
Other	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	5,000	5,000
	-	-	-	-	-	-	-	6,000	6,000
<u>Logistics & infrastructure</u>	Chair - TBD								
	Handles setup, layout, signage, stage sourcing & setup, and other physical infrastructure needs for the festival grounds. This includes arranging for the movement of performers and vendors into and out of the the venue, installing and removing signage for stages, parking lot, road signage, etc.								
Other	-	-	-	-	-	-	-	7,000	7,000
Other	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	7,000	7,000

**Fiesta De Nuestra Gente
Statement of Uses
Detail**



	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
<u>Marketing & promotion</u>	<p><u>Chair</u> - Michael Durant Handles the promotion of the festival through various channels, including social media, traditional media, and online advertising, develops web site. <u>Brand identify</u> - creative fees for development of logo and marketing materials, including materials to post to social media. <u>Radio advertising</u> - fees to promote the event via radio <u>Newspaper</u> - ads <u>Yard signs</u> - cost to print 50 yard signs to place around the county by volunteers. <u>Social media</u> - postings to be done for no cost by volunteers.</p>								
Brand identity & management	-	-	-	-	-	-	-	5,000	5,000
Radio advertising	-	-	-	-	-	-	-	5,000	5,000
Newspaper & press releases	-	-	-	-	-	-	-	2,500	2,500
Television	-	-	-	-	-	-	-	5,000	5,000
Social media	-	-	-	-	-	-	-	2,500	2,500
Brochure printing	-	-	-	-	-	-	-	500	500
Promotions collateral & signage	-	-	-	-	-	-	-	2,500	2,500
	-	-	-	-	-	-	-	23,000	23,000

Program & entertainment

Chair - Danny Oviedo
In charge of selecting and scheduling performers, speakers, and activities to ensure an engaging and entertaining experience for attendees.

Following are entertainment ideas that will not cost money. In some cases, we may charge the groups to attend.
Tequila manufacturer - Casa Chapala knows Tequila manufacturers from Mexico that can give demonstrations.
Kid events - TBD
Games - hatchet throwing, horse shoes, corn hole
Educational - TBD
Jalapeno eating contest - that says it all
Dancers - from Mexico
Cage fighters in masks - from Mexico

**Fiesta De Nuestra Gente
Statement of Uses
Detail**



	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Program & entertainment									
Day 1									
Local musician	-	-	-	-	400	-	-	400	800
Local musician	-	-	-	-	400	-	-	400	800
Touring act	-	-	-	1,000	-	-	-	1,000	2,000
Touring act	-	-	-	6,000	-	-	-	6,000	12,000
Headliner	-	-	15,000	-	-	-	-	15,000	30,000
Contingency for artist additions	-	-	1,250	-	-	-	-	1,250	2,500
Day 2									
Local musician	-	-	-	-	500	-	-	500	1,000
Local musician	-	-	-	500	-	-	-	500	1,000
Touring act	-	-	3,750	-	-	-	-	3,750	7,500
Contingency for artist additions	-	-	1,250	-	-	-	-	1,250	2,500
Two Day Costs									
Stage 1									
Stage rental	-	-	1,250	-	-	-	-	1,250	2,500
Sound system	-	-	3,750	-	-	-	-	3,750	7,500
Lighting	-	-	500	-	-	-	-	500	1,000
Staffing	-	-	-	-	-	-	-	2,500	2,500
Stage 2									
Stage rental	-	-	3,400	-	-	-	-	3,400	6,800
Sound system	-	-	10,000	-	-	-	-	10,000	20,000
Lighting	-	-	5,000	-	-	-	-	5,000	10,000
Staffing	-	-	-	-	-	-	-	5,500	5,500
Other	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
	-	-	45,150	7,500	1,300	-	-	61,950	115,900

	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
<u>Project management</u>	<p>Chair - Jaime Astorga Responsible for overall event planning, scheduling, and coordination of various committees. This person checks in on each Committee regularly to ensure deliverables and timelines are being met. Typically this involves holding a Committee Chair meeting regularly to share status and best practices. Committee Chair meetings will be more frequent as the event approaches. Projectged cost is minimal for this Committee, only for project management software subscription. Probably the best resource will be a person from one of the committee members organizations, as the can devote the time.</p>								
Event	-	-	100	100	100	100	100	100	600
Other	-	-	-	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>600</u>
<u>Registration & ticketing</u>	<p>Chair - TBD Manages ticket sales, registration processes, and attendee check-in during the festival. Software will be provided by the Technology team to track attendees as they come in. Tickets and wrist bands will be printed by the Marketing & Promotion team. Cost for this team are for miscellaneous items, voluteer expenses... Will need to rent ticket booths, air conditioned.</p>								
Event	-	-	-	-	-	-	-	5,000	5,000
Other	-	-	-	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,000</u>	<u>5,000</u>
<u>Security & safety</u>	<p>Chair - TBD Ensures the safety and security of attendees by coordinating with local authorities, hiring security personnel, and implementing emergency response plans.</p>								
Police for safety	-	-	-	-	-	-	-	5,000	5,000
Police for traffic control	-	-	-	-	-	-	-	1,000	1,000
Other	-	-	-	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,000</u>	<u>6,000</u>

**Fiesta De Nuestra Gente
Statement of Uses
Detail**



	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
<u>Sponsorship & fundraising</u>	Focuses on securing sponsorships, partnerships, and fundraising efforts to cover event costs and potentially enhance the festival experience. Objective is to obtain adequate sponsor donations to cover fixed costs of the festival such as entertainment, stage, infrastructure. Sources will be inside and outside the County.								
Event	-	-	500	500	-	-	-	-	1,000
Other	-	-	-	-	-	-	-	-	-
	-	-	500	500	-	-	-	-	1,000
<u>Technology</u>	Chair - Jaime Saldivar Ensures the availability of necessary technological infrastructure, such as Wi-Fi, charging stations, and app integration. This team also provides website, email and ticketing software for use by the other committees.								
Event	-	-	-	-	-	-	-	500	500
Other	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	500	500
<u>Vendors & food</u>	Chair - Sylvia Barragon Manages vendor applications, selection, and logistics, including food trucks and merchandise stalls. Notes from meeting – schools have various groups who would like to have booths.								
Event	-	-	-	-	-	-	-	500	500
Beer & wine cost of sales	-	-	-	-	-	-	-	7,800	7,800
Other	-	-	-	-	-	-	-	3,000	3,000
	-	-	-	-	-	-	-	11,300	11,300
Beer & wine tickets sold	-	-	-	-	-	-	-	6,000	6,000
Cost per drink	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	
Total cost	-	-	-	-	-	-	-	7,800	7,800

**Fiesta De Nuestra Gente
Statement of Uses
Detail**



	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
<u>Venue, Transportaton & Parking</u>									
Chair - TBD									
Sources and secures contract with venue, coordinates transportation options for attendees and manages parking logistics, policemen for traffic, Tx DOT permits.									
Venue rental	-	-	-	-	-	-	-	-	-
Venue utilities	-	-	-	-	-	-	-	1,000	1,000
Portable restrooms	-	-	-	-	-	-	-	4,500	4,500
Transportation - carts	-	-	-	-	-	-	-	2,400	2,400
Transportation - cart drivers	-	-	-	-	-	-	-	1,500	1,500
Misc	-	-	-	-	-	-	-	1,000	1,000
Total venue expenses	-	-	-	-	-	-	-	9,400	9,400
<u>Venue rental</u>	-	-	-	-	-	-	-	-	-
It is anticipated that the event will take place at the City of Bastrop rodeo arena.									
<u>Venue utilities</u>	-	-	-	-	-	-	-	1,000	1,000
Expense for water and electricity									
<u>Portable restrooms</u>									
Number	-	-	-	-	-	-	-	30	30
Rate for two days	150	150	150	150	150	150	150	150	-
Cost	-	-	-	-	-	-	-	4,500	4,500
<u>Transportation - carts</u>									
Number	-	-	-	-	-	-	-	3	3
Rate for two days	800	800	800	800	800	800	800	800	-
Cost	-	-	-	-	-	-	-	2,400	2,400

**Fiesta De Nuestra Gente
Statement of Uses
Detail**



	2023				2024				Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
<u>Transportation - cart drivers</u>									
Number	-	-	-	-	-	-	-	3	3
Rate for two days	500	500	500	500	500	500	500	500	-
Cost	-	-	-	-	-	-	-	1,500	1,500
<u>Miscellaneous</u>	-	-	-	-	-	-	-	1,000	1,000
ropes, parking signs, flags, trash cans									
<u>Other - contingency</u>	This is roughly a 15% contingency for covering lower than expected revenues and unanticipated costs.								
Contingency	-	-	-	-	8,000	8,000	8,000	8,000	32,000
Other	-	-	-	-	-	-	-	-	-
	-	-	-	-	8,000	8,000	8,000	8,000	32,000



City of Bastrop, TX

Item 9A.

Balance Sheet

Account Summary

As Of 10/31/2023

Account	Name	Balance
Fund: 501 - HOTEL/MOTEL TAX FUND		
Assets		
501-1000	CLAIM ON CASH-HOTEL/MOTEL TAX	3,304,254.37
501-1006	PETTY CASH-CONV CTR	200.00
501-1025	RETURNED CHECKS	0.00
501-1225	ACCOUNTS RECEIVABLE	-233,876.94
501-1499	ACCUMULATED DEPRECIATION	0.00
501-1587	PREPAID EXPENSES	2,500.00
	Total Assets:	3,073,077.43
		<u>3,073,077.43</u>
Liability		
501-2000	ACCOUNTS PAYABLE	1,450.00
501-2001	ACCOUNTS PAYABLE - REGULAR	0.00
501-2020	WAGES PAYABLE	4,944.05
501-2024	SALES TAX PAYABLE	0.00
501-2025	PAYROLL TAX PAYABLE	378.22
501-2027	RETIREMENT PAYABLE	609.04
501-2028	OPTIONAL INSURANCE PAYABLE	3.35
501-2029	INSURANCE PAYABLE	22.86
501-2034	SCT 125 FLEX PLAN PAYBLE HOT	0.00
501-2230	CONV CNT EVENT DEPOSITS	44,023.38
501-2231	SPECIAL EVENT DEPOSIT	450.00
501-2357	DUE TO OTHER FUNDS	0.00
501-2377	DEFERRED INFLOW-CC RENTAL	0.00
501-2405	ENCUMBRANCE ACCOUNT	-140,185.29
501-2406	RESERVE FOR ENCUMBRANCE	140,185.29
501-2407	PRIOR YR ENCUMBRANCE ACCT	0.00
501-2408	PR YR RESERV FOR ENCUMBRANCE	0.00
	Total Liability:	51,880.90
Equity		
501-3000	RESTRICTED FUND BALANCE	2,021,413.01
501-3005	RESTRICTED FB-LT PROJ BAIPP	80,000.00
501-3020	COMMITTED FUND BALANCE	916,307.25
	Total Beginning Equity:	3,017,720.26
Total Revenue		7,485.50
Total Expense		4,009.23
Revenues Over/Under Expenses		3,476.27
	Total Equity and Current Surplus (Deficit):	3,021,196.53
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>3,073,077.43</u>



ACS Key Population & Household Facts

Item 9A.

Bastrop, Texas
 Ring: 10 mile radius

Prepared by Esri
 Latitude: 30.11054
 Longitude: -97.31894

	2017-2021			
	ACS Estimate	Percent	MOE(±)	Reliability
TOTALS				
Total Population	44,192		2,834	High
Total Households	14,871		902	High
Housing Units	16,888		895	High
POPULATION 15+ BY MARITAL STATUS				
Total	36,019	100%	2,253	High
Never married	10,446	29.0%	1,036	High
Married	19,870	55.2%	1,156	High
Widowed	1,888	5.2%	320	High
Divorced	3,816	10.6%	538	High
POPULATION 25+ BY EDUCATIONAL ATTAINMENT				
Total	29,848	100%	1,723	High
No schooling	828	2.8%	550	Low
Nursery School	0	0.0%	0	
Kindergarden	0	0.0%	0	
1st to 4th Grade	213	0.7%	106	Medium
5th to 8th Grade	561	1.9%	209	Medium
Some High School	2,345	7.9%	462	High
High School Diploma	7,500	25.1%	798	High
GED	1,798	6.0%	321	High
Some College	6,292	21.1%	683	High
Associates degree	2,444	8.2%	463	High
Bachelors degree	5,669	19.0%	670	High
Masters degree	1,783	6.0%	388	Medium
Professional school degree	177	0.6%	88	Medium
Doctorate degree	238	0.8%	90	Medium



ACS Key Population & Household Facts

Item 9A.

Bastrop, Texas
Ring: 10 mile radius

Prepared by Esri
Latitude: 30.11054
Longitude: -97.31894

	2017-2021 ACS Estimate	Percent	MOE(±)	Reliability
CIVILIAN EMPLOYED POPULATION 16+ BY OCCUPATION				
Total	20,034	100%	1,437	High
Management	2,729	13.6%	504	High
Business and financial operations	900	4.5%	253	Medium
Computer and mathematical	418	2.1%	159	Medium
Architecture and engineering	475	2.4%	224	Medium
Life, physical, and social science	156	0.8%	85	Medium
Community and social services	335	1.7%	160	Medium
Legal	239	1.2%	189	Low
Education, training, and library	1,354	6.8%	348	Medium
Arts, design, entertainment, sports, and media	189	0.9%	83	Medium
Healthcare practitioner, technologists, and technicians	818	4.1%	219	Medium
Healthcare support	966	4.8%	352	Medium
Protective service	348	1.7%	159	Medium
Food preparation and serving related	667	3.3%	157	Medium
Building and grounds cleaning and maintenance	785	3.9%	190	Medium
Personal care and service	425	2.1%	208	Medium
Sales and related	1,277	6.4%	363	Medium
Office and administrative support	2,138	10.7%	348	High
Farming, fishing, and forestry	172	0.9%	166	Low
Construction and extraction	2,040	10.2%	427	Medium
Installation, maintenance, and repair	1,191	5.9%	375	Medium
Production	791	3.9%	216	Medium
Transportation and material moving	1,623	8.1%	368	Medium
CIVILIAN EMPLOYED POPULATION 16+ BY INDUSTRY				
Total	20,034	100%	1,437	High
Agriculture, forestry, fishing and hunting	261	1.3%	207	Low
Mining, quarrying, and oil and gas extraction	73	0.4%	39	Medium
Construction	2,573	12.8%	485	High
Manufacturing	1,873	9.3%	360	High
Wholesale trade	219	1.1%	110	Medium
Retail trade	1,726	8.6%	398	Medium
Transportation and warehousing	1,074	5.4%	313	Medium
Utilities	512	2.6%	179	Medium
Information	266	1.3%	122	Medium
Finance and insurance	460	2.3%	154	Medium
Real estate and rental and leasing	246	1.2%	101	Medium
Professional, scientific, and technical services	1,164	5.8%	287	Medium
Management of companies and enterprises	0	0.0%	0	
Administrative and support and waste management services	925	4.6%	372	Medium
Educational services	2,013	10.0%	418	Medium
Health care and social assistance	2,688	13.4%	504	High
Arts, entertainment, and recreation	218	1.1%	141	Medium
Accommodation and food services	1,225	6.1%	276	Medium
Other services, except public administration	1,009	5.0%	293	Medium
Public administration	1,509	7.5%	320	Medium

Source: U.S. Census Bureau, 2017-2021 American Community Survey

Reliability: High Medium Low



ACS Key Population & Household Facts

Item 9A.

Bastrop, Texas
Ring: 10 mile radius

Prepared by Esri
Latitude: 30.11054
Longitude: -97.31894

	2017-2021 ACS Estimate	Percent	MOE(±)	Reliability
HISPANIC OR LATINO ORIGIN BY RACE				
Total	44,192	100%	2,834	High
Not Hispanic or Latino	28,372	64.2%	1,746	High
White alone	24,425	55.3%	1,612	High
Black or African American alone	1,918	4.3%	749	Medium
American Indian and Alaska Native alone	138	0.3%	78	Medium
Asian alone	548	1.2%	269	Medium
Native Hawaiian and Other Pacific Islander alone	0	0.0%	0	
Some other race alone	165	0.4%	184	Low
Two or more races	1,177	2.7%	428	Medium
Hispanic or Latino	15,820	35.8%	2,443	High
White alone	6,570	14.9%	1,316	Medium
Black or African American alone	233	0.5%	230	Low
American Indian and Alaska Native alone	482	1.1%	375	Low
Asian alone	0	0.0%	0	
Native Hawaiian and Other Pacific Islander alone	0	0.0%	0	
Some other race alone	3,938	8.9%	1,020	Medium
Two or more races	4,596	10.4%	1,783	Medium
RACE				
Total	44,192	100%	2,834	High
White alone	30,996	70.1%	1,980	High
Black or African American alone	2,151	4.9%	832	Medium
American Indian and Alaska Native alone	620	1.4%	383	Medium
Asian alone	548	1.2%	269	Medium
Native Hawaiian and Other Pacific Islander alone	0	0.0%	0	
Some other race alone	4,104	9.3%	1,019	Medium
Two or more races	5,773	13.1%	1,825	Medium
TOTAL POPULATION BY AGE				
Total Population	44,192	100%	2,834	High
Under 5 years	2,672	6.0%	466	High
5 to 9 years	2,179	4.9%	400	High
10 to 14 years	3,322	7.5%	622	High
15 to 19 years	3,371	7.6%	616	High
20 to 24 years	2,801	6.3%	556	Medium
25 to 29 years	2,483	5.6%	484	High
30 to 34 years	2,725	6.2%	467	High
35 to 39 years	2,343	5.3%	502	Medium
40 to 44 years	3,411	7.7%	547	High
45 to 49 years	2,704	6.1%	487	High
50 to 54 years	2,890	6.5%	455	High
55 to 59 years	3,648	8.3%	515	High
60 to 64 years	2,681	6.1%	386	High
65 to 69 years	2,485	5.6%	399	High
70 to 74 years	2,107	4.8%	280	High
75 to 79 years	909	2.1%	219	Medium
80 to 85 years	1,053	2.4%	244	Medium
85 years and over	408	0.9%	164	Medium

Source: U.S. Census Bureau, 2017-2021 American Community Survey

Reliability: High Medium Low



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-40 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 13 Utilities, adding Article 13.14, establishing regulations for wireless transmission facilities (antenna towers); and move to include on the November 7, 2023, Council agenda for second reading.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The City recognizes that wireless communication facilities are an important aspect of daily life and business.

Our existing development code is silent on the issue. This agenda item seeks to include the information in the code and also address areas where it would not be a compatible land use.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the amendment as presented.

ATTACHMENTS:

1. Ordinance
2. Proposed Text Amendment

CITY OF BASTROP, TX
ORDINANCE NO. 2023-40

WIRELESS TRANSMISSION FACILITIES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 13 UTILITIES, ADDING ARTICLE 13.14, ESTABLISHING REGULATIONS FOR WIRELESS TRANSMISSION FACILITIES (ANTENNA TOWERS); AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING

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

WHEREAS, there is a growing need and demand for wireless communication services; and

WHEREAS, the City Council seeks to promote the health, safety, and general welfare of the public by regulating the siting of wireless communication facilities; and

WHEREAS, the City Council finds that establishing regulations and standards for location, structural integrity, and compatibility of wireless transmission facilities will minimize the impacts of wireless communication facilities on surrounding areas; and

WHEREAS, the City Council seeks to respond to the policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers or to prohibit or have the effect of prohibiting personal wireless service in the City; and

WHEREAS, pursuant to Texas Local Government Code Chapters 51, 211, 214, and 217 and the Telecommunications Act of 1996, the City Council has the authority to establish regulations and standards for location, structural integrity, and compatibility of wireless transmission facilities; and

WHEREAS, pursuant to Section 3.14 of the City of Bastrop Charter, the City Council may adopt ordinances to regulate land use and development; and

WHEREAS, the City Council has determined that it is necessary and proper for the good government, peace, or order of the City of Bastrop to adopt an ordinance establishing regulations for wireless transmission facilities; and

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

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

- Section 1. Findings of Fact:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2. Amendment: Article 13.14– Wireless Transmission Facilities** of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.
- Section 3. Repealer:** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.
- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.
- Section 5. Codification:** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.
- Section 6. Effective Date:** This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.
- Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 24th day of October 2023.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the ___ day of _____ 202__.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop**Code of Ordinances Chapter 13****ARTICLE 13.14 – Wireless Transmission Facilities****SEC. 13.14.001 – Popular Name.**

This Chapter shall be commonly cited as the “Wireless Transmission Facilities (“WTF”) Ordinance.”

SEC. 13.14.002 – Purpose & Intent.

The purpose and intent of this Chapter is to:

- a) Promote the health, safety, and general welfare of the public by regulating the siting of wireless communication facilities; and
- b) Minimize the impacts of wireless communication facilities on surrounding areas by establishing standards for location, structural integrity, and compatibility; and
- c) Encourage the location and collocation of wireless communication equipment on existing structures thereby minimizing new visual, aesthetic, and public safety impacts, effects upon the natural environment and wildlife, and to reduce the need for additional antenna-supporting structures; and
- d) Accommodate the growing need and demand for wireless communication services; and
- e) Encourage coordination between suppliers of wireless communication services in the City; and
- f) Respond to the policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless service or to prohibit or have the effect of prohibiting personal wireless service in the City; and
- g) Establish predictable and balanced codes governing the construction and location of wireless communications facilities, within the confines of permissible local codes; and
- h) Establish review procedures to ensure that applications for wireless communications facilities are reviewed and acted upon within a reasonable period of time; and
- i) Protection of the unique natural beauty and small-town character of the City while meeting the needs of its citizens to enjoy the benefits of wireless communications services.

SEC. 13.14.003 – Scope

This Chapter shall apply to all property within the incorporated municipal boundaries (i.e., “city limits”).

SEC. 13.14.004 – Definitions

General

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the Code of Ordinances. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

Specific

Ancillary Structures: forms of development associated with a wireless communications facility, including but not limited to foundations, concrete slabs on grade, guy wire anchors, generators, and transmission cable supports; however, specifically excluding equipment enclosures.

Anti-Climbing Device: a piece or pieces of equipment which are either attached to antenna-supporting structure, or which are free-standing and are designed to prevent people from climbing the structure. These devices may include but are not limited to fine mesh wrap around structure legs, “squirrel-cones”, the removal of climbing pegs on monopole structures, or other approved devices, but excluding the use of barbed wire.

Antenna: any apparatus designed for the transmitting and/or receiving of electromagnetic waves that includes but is not limited to telephonic, radio or television communications. Types of antennas include, but are not limited to, omni-directional (whip) antennas, sectorized (panel) antennas, multi or single bay (AM/FM/TV/DTV), yagi, or parabolic (dish) antennas.

Antenna Array: a single or group of antennas and their associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support.

Antenna-Supporting Structure: a vertical projection composed of metal, or other substance, with or without a foundation that is for the express purpose of accommodating antennas at a desired height above grade. Antenna-supporting structures do not include any device used to attach antennas to an existing building unless the device extends above the highest point of the building by more than ten (10) feet.

Attached Wireless Transmission Facility (Attached WTF): a WTF that is attached to a Monopole, Self-Enclosed Monopole, building, or other permanent structure with any accompanying pole or device that attaches it to the building, transmission cables, and an equipment enclosure, which may be located either inside or outside of the existing building. An attached wireless communications facility is considered to be an accessory use to the existing principal use on a site.

Breakpoint Technology: the engineering design of a Monopole wherein a specified point on the Monopole is designed to have stresses at least five percent (5%) greater than any other point along the Monopole, including the anchor bolts and baseplate, so that in the event of a weather-induced failure of the Monopole, the failure will occur at the breakpoint rather than at the baseplate or any other point on the Monopole.

City: The City of Bastrop, an incorporated municipality located in Bastrop County, Texas. Unless otherwise stated, the term includes both the city limits and the ETJ.

City Manager: The City's chief administrative officer, as appointed by the City Council. The term also includes the Assistant City Manager, or the City Manager's designee.

Collocation: the locating of wireless communications equipment (antenna) from more than one provider on a single mount or support structure. The term collocation shall not be applied to a situation where two or more wireless communications service providers independently place equipment on an existing building.

Combined Antenna or Combining: an antenna or an array of antennas designed and utilized to provide services for more than one carrier, for the same type of services.

Development Area: the area occupied by a WTF including areas inside or under the following: an antenna-supporting structure's framework, equipment enclosures, ancillary structures, and access ways.

Equipment Enclosure: any structure above the base flood elevation including: cabinets, shelters, pedestals, and other similar structures. Equipment enclosures are used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals and not for the storage of equipment nor as habitable space.

FAA: the Federal Aviation Administration, or successor agency.

FCC: the Federal Communications Commission, or successor agency.

Guyed: a style of antenna-supporting structure consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of guy wires that are connected to anchors placed in the ground or on a building.

Geographic Search Area: an area designated by a provider or operator for a new base station facility, produced in accordance with generally accepted principles of wireless engineering.

Lattice: a tapered style of antenna-supporting structure that consists of vertical and horizontal supports with multiple legs and cross-bracing, and metal crossed strips or bars to support antennas.

Monopole: a WTF constructed as a free-standing structure which consists of a single vertical pole usually composed of two or more hollow sections that are fixed into the ground and/or attached to a foundation without the use of guy wires or other stabilization devices containing one or more externally mounted antennas and associated equipment.

Personal Wireless Service: commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996.

Public Antenna-Supporting Structure: an antenna-supporting structure, appurtenances, equipment enclosures, and all associated ancillary structures used by a public body or public utility for the purposes of transmission and/or reception of wireless communication signals associated with but not limited to: public education, parks and recreation, fire and police protection, public works, and general government.

Radio Frequency Emissions: any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna-supporting structure, building, or other vertical projection.

Repair: the maintenance of or the return to a state of utility of a building, object, site, or structure.

Replacement: the construction of a new antenna-supporting structure built to replace an existing antenna-supporting structure.

Routine Maintenance: Day-to-day operational activities to keep the facility operating, such as replacement and repair work on the facilities and includes preventative maintenance.

Satellite Earth Station: a single or group of satellite parabolic (or dish) antennas. These dishes are mounted to a supporting device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration. A satellite earth station may include the associated separate equipment enclosures necessary for the transmission or reception of wireless communications signals with satellites.

Self-Enclosed Monopole: a WTF constructed as a free-standing structure that consists of a single vertical pole, fixed into the ground and/or attached to a foundation with no guy wires containing one or more antennas and associated equipment no larger than thirty-six (36) inches in diameter at any given point with no externally mounted or visible antennae.

State of the Art: existing technology where the level of facilities, technical performance, capacity, equipment, components, and service are equal to that developed and demonstrated to be more technologically advanced than generally available for comparable service in the State of Texas. (type accepted by the FCC)

Stealth Wireless Transmission Facility (Stealth WTF): a WTF, that is screened, disguised, concealed, or otherwise camouflaged as a natural structure, structure or part of a structure such that the WTF is indistinguishable, not readily visible or identifiable as such from other natural structures, structures or the structure that it is attached to or within and is designed to be aesthetically compatible with existing and proposed uses on a site. A Stealth WTF may have a secondary function, including, but not limited to the following: church steeple, bell tower, spire, clock tower, cupola, light standard, flagpole with a flag, or tree.

Temporary Wireless Transmission Facility (Temporary WCF): a Wireless Transmission Facility that is portable, self-contained, and designed for use on a non-permanent basis.

Wireless Communications: any personal wireless service, which includes but is not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), unlicensed spectrum services utilizing Part 15 devices (i.e. wireless internet services) and paging.

Wireless Transmission Facility (WTF): any staffed or unstaffed facility for transmitting or receiving television, am/fm radio, digital, microwave cellular, telephone or similar forms of electronic communication and usually consisting of an antenna or group of antennas, transmission cables, associated equipment and enclosures, and may include an antenna-supporting structure. The following developments shall be considered as a Wireless Communication Facility: developments containing new or existing antenna-supporting structures, public antenna-supporting structures, replacement antenna-supporting structures, collocations on existing antenna-supporting structures, attached wireless communications facilities, stealth wireless communication facilities, and temporary wireless communications facilities.

SEC. 13.14.005 – WTF General Standards

All WTFs shall comply with the following standards:

SEC. 13.14.006 – Siting of a WTF

Siting of a WTF (as herein defined) shall be in accordance with the following siting alternatives hierarchy:

- (a) Attached WTF;
- (b) Stealth WTF;
- (c) Replacement of Existing Antenna Support Structure;
- (d) Collocation on Existing Antenna Supporting Structure;
- (e) New Antenna Support Structure;

The order of ranking, from highest to lowest, shall be a, b, c, d, and e. Where a lower ranked alternative is proposed, the applicant must file an affidavit demonstrating that despite diligent efforts to adhere to the established hierarchy within the Geographic Search Area, as determined by a qualified radio frequency engineer, higher ranked options are not feasible.

SEC. 13.14.007 – Location Prioritization

The City shall prioritize proposed locations in zoning districts within the City using the siting hierarchy provided above for new WTFs in the following order:

- (a) Attached to an existing WTF in a non-residential zoning district (collocation).
- (b) Attached to a public structure in a non-residential zoning district.
- (c) Attached as a Stealth WTF to an existing building or structure in a non-residential zoning district.
- (d) Attached to an existing building or structure in a non-residential zoning district.
- (e) Located as a free-standing Stealth WTF in a permitted non-residential zoning district.
- (f) Located as a Self-Enclosed Monopole in a permitted non-residential zoning district.
- (g) Located as a Monopole in a permitted non-residential zoning district.
- (h) Attached as a Stealth WTF to an existing non-residential building or structure in a residential zoning district.

SEC. 13.14.008 – Applicability

- (a) *Covered Structures.* Except as provided for in subsection (b) below, this section shall apply to development activities including installation, construction, or modification to the following wireless communications facilities:
 - (1) Existing antenna-supporting structures; and
 - (2) Proposed antenna-supporting structures; and
 - (3) Public antenna-supporting structures; and
 - (4) Replacement of existing antenna-supporting structures; and
 - (5) Collocation on existing antenna-supporting structures; and
 - (6) Attached wireless communications facilities; and
 - (7) Stealth wireless communications facilities; and
 - (8) Temporary wireless communications facilities.
- (b) *Exempt Structures.* The following items are exempt from the provisions of this Chapter, notwithstanding any other provisions contained in the zoning ordinance of the City:

- (1) Non-Commercial, amateur, ham radio or citizen's band radio antennas supporting structures, antenna or antenna arrays which are less than forty (40) feet in height in residential zoning districts and less than sixty-five (65) feet in height in all other zoning districts and high-speed (broad band) internet antennas; however, any person constructing an antenna support structure, antenna, or antenna arrays less than the heights enumerated above shall, upon request from the City Manager, provide evidence of a valid FCC amateur license for operation of an amateur facility; and
- (2) Satellite earth stations that are one (1) meter (39.37 inches) or less in diameter in residential zoning districts and two (2) meters or less in all other zoning districts and which are not greater than twenty (20) feet above grade in residential zoning districts and thirty-five (35) feet above grade in all other zoning districts; and
- (3) Regular maintenance of any existing WTF that does not include the addition of, or the placement of, any new WTF; and
- (4) Any existing or proposed antenna-supporting structure, antenna or antenna arrays with an overall height of twenty (20) feet or less in residential zoning districts and thirty-five (35) feet or less above ground level in all other zoning districts; and
- (5) A government-owned WTF, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the City Manager; except that such facility must comply with all federal and state requirements. No WTF shall be exempt from the provisions of this division beyond the duration of the state of emergency; and
- (6) Antenna supporting structures, antennas and/or antenna arrays for transmission facilities that are licensed by the Federal Communications Commission; and
- (7) Facilities exempt under subsections (1) and (2) above shall be limited to only one (1) amateur antenna and support structure per residential lot, and a maximum of two (2) satellite dishes per residential lot, provided neither unit is larger than one (1) meter (39.37 inches) in diameter.

SEC. 13.14.009 – Historic Regulations

Any application to locate a WTF in an historic district or on a building or structure that is listed on an historic register shall be subject to review and approval by the Historic Landmark Commission.

SEC. 13.14.010 – Combined with other Uses

Except as provided in subsection 3.1.7. below, a WTF is permitted on a lot with an existing use.

SEC. 13.14.011 – Combination with Nonconforming Buildings, Uses, and Land

A WTF is permitted on a nonconforming building, on a lot with an existing nonconforming use, or in combination with a nonconforming use of land, provided that the WTF shall cease to operate if and when the provisions in this Code require that the nonconforming building, structure, use or use of land be removed, if the nonconforming use is not able to be brought into compliance with the required provisions of this Code.

SEC. 13.14.012 – Prohibited Combination

A WTF is prohibited on billboard signs (aka, “off-premises” signs).

SEC. 13.14.013 – Signage

Advertising is prohibited anywhere on a WTF, with the exception of the minimum signage as required by the Federal Communications Commission (FCC) regulations or necessary for the operation of a WTF.

SEC. 13.14.014 – Identification Sign

An identification sign for each service provider responsible for the operation and maintenance of a WTF at the site, not larger than two square feet, shall be posted at a location from which it can be easily read from outside the perimeter of the WTF, and shall provide the name, address, and emergency number of the responsible service provider.

SEC. 13.14.015 – Noise

Equipment located at the base of a WTF shall not generate noise in excess of seventy-five (75) decibels (db) at the property line.

SEC. 13.14.016 – Automation

Except as provided in subsection 3.1.12. below and during construction or an emergency, a WTF shall be fully automated and unattended on a daily basis, and shall be visited only for periodic and necessary maintenance.

SEC. 13.14.017 – Maintenance & Repair

All WTFs and associated equipment shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any person. Routine testing and maintenance shall be limited to weekdays between 8:30 a.m. and 4:30 p.m. Emergency repairs shall be allowed at all times.

SEC. 13.14.018 – Removal

Any WTF that is not operated for a continuous period of six (6) months shall be considered abandoned and shall be removed within sixty (60) days of receipt of notice from the City of such abandonment. Each property owner and person in control of the

site is responsible for removal, jointly and severally. If such facility is not removed within said sixty (60) days, the City may remove such facility at their expense. If there are two or more users of a single WTF, then this provision shall not become effective until all users cease operations on the facility housing the users.

SEC. 13.14.019 – Improvement & Replacement

An existing WTF may be improved or replaced with a new WTF provided the improvements or replacement comply with the provisions of this Chapter.

SEC. 13.14.020 – Violations

In addition to any other relief provided by this Section 2.00, the City may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this Section and other available relief.

SEC. 13.14.021 – Uses by Zoning Districts:

WTFs shall be allowed in accordance with the table below:

Zoning District	New Facility	Replacement of Existing Antenna Support Structure	Attached WTF		Stealth WTF	Monopole	Self-Enclosed Monopole
Planned Development Districts	P	P	P		P	P	P
Employment Center	NP	P	P		NP	NP	NP
P1 Nature	P	P	P		P	P	P
P2 Rural	P	P	P		P	P	P
P3 Neighborhood	NP	NP	NP		NP	NP	NP
P4 Mix	NP	NP	NP		NP	NP	NP
P5 Core	NP	NP	NP		NP	NP	NP

P: Permitted; NP: Not Permitted.

SEC. 13.14.022 – New Antenna Supporting Structures Development Standards; New Antenna Supporting Structures Approval Criteria

Approval criteria for new antenna-supporting structures includes:

(1) Setbacks

Any new antenna-supporting structures, equipment enclosures, and ancillary structures shall meet the minimum setback requirements for the zoning district where they are located, except that where the minimum setback distance for an antenna supporting structure from any property line or public right-of-way is less than the height of the proposed antenna-supporting structure, the minimum setback distance shall be increased to equal the height of the proposed antenna supporting structure, unless the antenna-supporting structure has been constructed using “breakpoint” design technology, in which case the minimum setback distance shall be equal to 110% of the distance from the top of the structure to the “breakpoint” level of the structure, plus the minimum setback for that zoning district.

For example, on a 100-foot-tall monopole with a “breakpoint” at 80 feet, the minimum setback distance would be 22 feet (110%) of 20 feet, the distance from the top of the monopole to the “breakpoint”, plus the minimum setback for that zoning district. However, in all instances, the minimum setback distance from the setback line of any residentially zoned property, with an inhabited residence or proposed residences, shall be at least 200% of the height of the entire proposed structure. Certification by a licensed Texas professional engineer of the “breakpoint” design and the design’s fall radius must be provided together with the other information required herein from an applicant.

(2) Height

The overall height of any antenna-supporting structure, antenna, and/or antenna array shall not be greater than one-hundred and twenty (120) feet. Height for all purposes in this Section shall mean the linear distance from the ground to the highest physical point on the WTF. The maximum height of associated equipment located at the base of a Monopole or Self-Enclosed Monopole shall be no more than ten (10) feet.

(3) Construction

New antenna-supporting structures shall have a monopole type construction only and shall not be guyed or have a lattice type construction.

(4) Structural Integrity

- A. The entire antenna-supporting structure and all appurtenances shall be designed pursuant to the wind speed design requirements of ASCE 7-95, including any subsequent modification to those specifications; and
- B. The new antenna-supporting structure shall be designed to accommodate the maximum amount of wireless communications equipment, including that of other wireless communication service providers. The exact amount of potential additional equipment to be accommodated shall be agreed upon during a pre-application conference and recorded in the Letter of Understanding resulting from the conference. In all agreements reached, a new antenna-supporting structure between 80 and 120 feet in height shall, at a minimum, accommodate three (3) collocated facilities; and a new antenna

supporting structure between 40 and 80 feet in height shall, at a minimum, accommodate two (2) collocated facilities.

(5) Lighting

Any facility shall be illuminated in accordance with FAA requirements to provide aircraft obstruction lighting, where required. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e. the longest duration between flashes) allowable by the FAA. No strobes or other lighting shall be permitted unless required by the FAA. Security lighting around the equipment shelter is permitted provided it is not visible from neighboring properties. Lighting for maintenance purposes is permitted, provided the lights are not used at any other time.

(6) Collocation Feasibility

- A. No antenna-supporting structure shall be permitted unless the applicant demonstrates that no existing WTF can accommodate the applicant's proposed facility; or that use of such existing facilities would prohibit personal wireless services in the area of the City to be served by the proposed antenna-supporting structure. Service providers shall allow the collocation of Attached WTFs by competing service providers.
- B. Evidence submitted to demonstrate that no existing WTF could accommodate the applicant's proposed facility may consist of any of the following:
1. No existing WTF located within the geographic area meet the applicant's engineering requirements.
 2. Existing WTF are not of sufficient height to meet the applicant's engineering requirements and cannot be increased in height not to exceed 120 feet.
 3. Existing WTFs do not have sufficient structural strength to support the applicant's proposed WTF and related equipment, and the existing facility cannot be structurally improved.
 4. The applicant demonstrates that there are other limiting factors that render existing WTFs unsuitable.

(7) Color

New antenna-supporting structures shall maintain a galvanized non-contrasting gray, beige, or similar neutral color finish or other accepted contextual or compatible color minimizing its visibility, unless otherwise required by the FCC or FAA.

(8) Radio Frequency Emissions/Noise

The radio frequency emissions shall comply with FCC standards for such emissions on an individual and cumulative basis with any adjacent facilities. The applicant shall certify that any and all new services shall cause no harmful interference to any existing City of Bastrop Public Safety Communications equipment. Any equipment which produces noise shall be sited and/or insulated in such a fashion as to minimize the audio impact on adjacent property, and shall

not exceed sixty (60) decibels (60 db) when measured from the nearest property line to such equipment.

(9) Security

Applicants shall provide for a fence or wall around the proposed facility that meets the fencing requirements of this Code. Alternative equivalent screening may be approved through the site plan approval process provided in this Code. Any security lighting for on-ground facilities and equipment shall be in compliance with lighting requirements in this Section and this Code and shall minimize the potential attraction to migratory birds.

(10) Landscaping

Landscaping and buffering shall be required around the perimeter of the WTF, as required by this Section and this Code except that the City Council may waive the required landscaping otherwise required under this Section on one or more sides of the WTF or allow the placement of required landscaping elsewhere on the property when the required landscape area is located adjacent to undevelopable lands or lands not in public view. Alternative landscaping may be approved by the City Council. Landscaping shall be installed on the outside of the perimeter fence or wall. Existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute for or in supplement towards meeting the landscaping requirements, subject to approval by the City Council. Landscaping shall be placed in a manner so as to maximize the screening between residential areas and the WTF and minimize the view of the facility from any residential areas and public roads and rights-of-way.

(11) Signage

The only signage that is permitted upon an antenna-supporting structure, equipment enclosures, or fence (if applicable) shall be informational, and for the purpose of identifying the antenna-supporting structure, as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). No advertising signs are allowed. If more than two hundred twenty (220) voltage is necessary for the operation of the facility and is present in a ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall shall display in large, bold, high contrast letters (minimum height of each letter: four (4) inches) the following: "HIGH VOLTAGE - DANGER."

(12) Hazardous waste

No hazardous waste shall be discharged on the site of any Monopole or Self-Enclosed Monopole. If any hazardous materials are to be used on site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor, designed to contain at least one hundred percent (100%) of the volume of the hazardous materials stored or used on the site.

(13) Adverse Effects on Adjacent Properties

- A. New antenna-supporting structures shall be configured and located in a manner that shall minimize adverse effects including visual impacts on adjacent properties. The applicant shall demonstrate that alternative locations, configurations, and facility types have been examined and shall address in narrative and graphic form the feasibility of any alternatives that may have fewer adverse effects on adjacent properties than the facility, configuration, and location proposed.
- B. The following attributes shall be considered from vantage points at adjacent properties, roadways, and occupied structures:
 - 1. Height and location; and
 - 2. Mass and scale; and
 - 3. Materials and color; and
 - 4. Illumination; and
 - 5. Existing and proposed vegetation and intervening structures; and
 - 6. Overall aesthetics of the proposed structure.

SEC. 13.14.023 – New Antenna Supporting Structures Application Submittal Requirements

Submittal requirements for new antenna-supporting structure applications shall include:

- (1) A completed application form and any appropriate fees; and
- (2) Ten (10) sets (24" x 36") of signed and sealed site plans, including tower elevations, and landscape plans if required, preliminary grading plans may be included on site plans or separately submitted in equal quantities; and
- (3) A warranty deed or a tax bill showing the ownership of the subject parcel; and
- (4) A letter of agency, if the person filing the application is not the owner; and
- (5) A form indicating that a property and/or antenna-supporting structure's owner's agent has authorization to act upon their behalf (if applicable); and
- (6) A signed statement from the antenna-supporting structure's owner or owner's agent and the applicant stating that the radio frequency emissions comply with FCC standards for such emissions certifying that both individually and cumulatively with any other facilities located on or immediately adjacent to the proposed facility; and
- (7) Proof of FCC authority to transmit and/or receive radio signals in the City; and
- (8) Prior to issuance of a building permit, a stamped or sealed structural analysis of the proposed antenna-supporting structure prepared by a licensed Texas engineer indicating the proposed and future loading capacity of the antenna-supporting structure; and
- (9) One (1) original and two (2) copies of a survey of the property completed by a licensed Texas engineer or surveyor which shows all existing uses, structures, and improvements; and
- (10) A landscape plan in accordance with the provisions of this Section and this Code; and
- (11) Photo-simulated post-construction renderings of the proposed antenna-supporting structure, equipment enclosures, and ancillary structures as they

- would look after construction from locations to be determined during the pre-application conference (but shall, at a minimum include renderings from the vantage point of any adjacent roadways and occupied or proposed non-residential or -residential structures), as well as photo-simulations of the antenna supporting structure after it has been fully developed with antenna structures (applicant may assume for the purpose of the simulation that other antenna structures on the facility will resemble their proposed structure in size and design), proposed exterior paint and stain samples for any items to be painted or stained, exterior building material and roof samples (all mounted on color board no larger than 11" by 17" indicating Light Reflectance Values (LRV); and
- (12) Prior to issuance of a building permit, proof of FAA compliance with Subpart C of the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace; and
 - (13) A signed statement from the antenna-supporting structure owner agreeing to allow the collocation of other wireless equipment on the proposed antenna-supporting structure; and
 - (14) If required by the United States Fish and Wildlife Service, a letter indicating that the proposed antenna-supporting structure and appurtenances are in compliance with all applicable federal rules and regulations; and
 - (15) All other documentation, evidence, or materials necessary to demonstrate compliance with the applicable approval criteria set forth in this chapter, including where applicable:
 - A. existing WTFs to which the proposed facility will be a handoff candidate, including latitude, longitude, and power levels of each; and
 - B. a radio frequency plot indicating the coverage of existing wireless communications sites, and that of the proposed site sufficient to demonstrate radio frequency search area, coverage prediction, and design radius, together with a certification from the applicant's radiofrequency engineer that the proposed facility's coverage or capacity potential cannot be achieved by any higher ranked alternative such as a stealth facility, attached facility, replacement facility, collocation, or new antenna supporting structure; and
 - C. a statement that the proposed facility conforms with State of the Art, as defined herein, or alternatively, that State of the Art technology is unsuitable for the proposed facility (costs of State of the Art technology that exceed facility development costs shall not be presumed to render the technology unsuitable); and
 - D. prior to issuance of a building permit, a statement by a licensed professional engineer specifying the design structural failure modes of the proposed facility, unless prefabricated antenna towers with manufacture's specifications are being used; and
 - E. antenna heights and power levels of the proposed facility and all other facilities on the subject property; and
 - F. a statement from the applicant that demonstrates that alternative locations, configurations, and facility types have been examined; and addresses in narrative form the feasibility of any alternatives that may have fewer adverse effects on adjacent properties than the facility, configuration, and location proposed including but not limited to:

- 1) Height; and
 - 2) Mass and scale; and
 - 3) Materials and color; and
 - 4) Illumination; and
 - 5) Overall aesthetics; and
 - 6) Information addressing the following items:
 - a. the extent of any existing or proposed commercial development within the Geographic Search Area of the proposed facility; and
 - b. the proximity of the structure to any existing or proposed residential dwellings; and
 - c. the proximity of the structure to any existing or proposed public buildings or facilities; and
 - d. the existence or proposal of tall and like structures within the Geographic Search Area of the proposed structure.
- (16) Title Report or A.L.T.A. Survey showing all easements on the subject property, together with a full legal description of the property.
- (17) Any other information required by the City Manager.
- (18) No application will be considered “filed” until it is deemed administratively complete by the City Manager.

SEC. 13.14.024 – Pre-Application Conference for New Antenna-Supporting Structures

- (a) A pre-application conference is required for any new antenna-supporting structure.
- (b) At the time a pre-application conference is held, the applicant shall demonstrate that the following notice was mailed (via certified mail) to all other wireless service providers licensed to provide service within the City as indicated on the list of wireless service providers provided by the City Manager:

“Pursuant to the requirements of the City of Bastrop Code of Ordinances, (name of provider) is hereby providing you with notice of our intent to meet with the City of Bastrop Staff in a pre-application conference to discuss the location of a free-standing wireless communications facility that would be located at _____(location)_____. In general, we plan to construct a support structure of _____ feet in height for the purpose of providing _____ (type of wireless service) _____. Please inform the City Manager and us if you have any desire to place additional wireless facilities or equipment within two (2) miles of our proposed facility. Please provide us with this information within twenty (20) business days after the date of this letter. Your cooperation is sincerely appreciated.

Sincerely, (pre-application applicant, wireless provider)”

- (c) Included the actual proposed physical address with the notice. Within twenty (20) days of receiving a timely response from an interested potential co-applicant, the applicant shall inform the respondent and the City in writing as to whether or not

the potential collocation or Combining is acceptable and under what conditions. If the collocation or Combining is not acceptable, then the applicant must provide the respondent and the City written justification as to why the collocations or Combining not feasible.

SEC. 13.14.025 – Notices for New Antenna Supporting Structures

For all structures requiring a conditional use permit, all property owners within one thousand (1000) feet of the property boundary where the proposed structure will be constructed shall receive written notice of the application via certified mail from the applicant.

SEC. 13.14.026 – Replacement of an Existing Antenna-Supporting Structure Development Standards; Replacement of an Existing Antenna-Supporting Structure Approval Criteria

Approval criteria for replacement antenna-supporting structures includes:

- (1) For a proposed replacement antenna-supporting structure to be approved, it shall meet the approval criteria in subsections (4), (5), and (7) through (11) as provided in Section 13.14.021. above, as well as the following:
- (2) Setbacks
 - A. Any new equipment enclosures shall meet the minimum setback requirements for the zoning district where they are located; and
 - B. Replacement antenna-supporting structure foundations constructed on a property or properties which is/are contiguous to residential zoning districts shall not be any closer to these zoning districts than the foundation of the original antenna-supporting structure being replaced.
- (3) Height
Replacement antenna-supporting structures, antennas and/or antenna arrays shall not exceed the height requirements set forth in Section 13.14.021.(2) above or 110% of the height of the antenna-supporting structure it is replacing, whichever is less.
- (4) Construction
Subject to the height provisions above:
 - A. Replacement antenna-supporting structures, antennas and/or antenna arrays which are replacing existing structures that have an overall height of one hundred twenty (120) feet or less shall have a monopole type construction.
 - B. As an alternative to a new monopole type construction for the replacement structure at the existing site, an applicant may request the construction of two (2) distinct WTFs at two different locations consisting of either stealth or attached facility construction, which facilities, when collectively utilized, will permit at a minimum the same number of WTFs on the two (2) new facilities

as were capable of being placed on the existing structure sought to be replaced.

- C. The alternative facilities provided in subsection (2) above shall be processed as one (1) application under this Section and shall require only one application fee. Such alternative facilities shall be evaluated and permitted in accordance with the standards and requirements as set forth in the stealth facilities and attached facilities provisions of this Section.

- (5) Removal of old structure shall be completed within ninety (90) days of completion of replacement structure and otherwise subject to the abandonment provision hereinbelow.

SEC. 13.14.027 – Replacement of an Existing Antenna-Supporting Structure

Application Submittal Requirements

Submittal requirements for replacement antenna-supporting structure applications include:

- (1) For a proposed replacement antenna-supporting structure application to be considered complete, it shall contain the same submittal materials required as indicated in Section 13.14.022.(1) through (10), (12), (13), (15)(1) through (4), (16) and (17).
- (2) No application will be considered “filed” until it is deemed administratively complete by the City.

SEC. 13.14.028 – Collocations on an Existing Antenna-Supporting Structure Development Standards; Collocations on an Existing Antenna-Supporting Structure Approval Criteria

Approval criteria for collocations on existing antenna-supporting structures:

- (1) For a collocation on an existing antenna-supporting structure to be approved, it shall meet with approval criteria subsections (8) and (12) as indicated in Section 13.14.021., as well as the following:
- (2) Height
A collocation on an existing antenna-supporting structure shall not increase the overall height of the antenna-supporting structure, antenna and/or antenna array beyond that allowed under Section 13.14.021.(2).
- (3) Structural Integrity
Any collocation on an existing antenna-supporting structure shall meet current building code requirements.

SEC. 13.14.029 – Collocations on an Existing Antenna-Supporting Structure Application Submittal Requirements

Submittal requirements for collocation on an existing antenna-supporting structure applications:

- (1) For a collocation on an existing antenna-supporting structure application to be considered complete, it shall contain submittal materials (1) through (7), (15)(1) through (4), (16) and (17), as provided in Section 13.14.022. above, as well as the following:
 - A. A stamped or sealed structural analysis of the existing antenna-supporting structure prepared by a licensed Texas engineer indicating that the existing antenna-supporting structure as well as all existing and proposed appurtenances meets current building code requirements for the antenna-supporting structure.
 - B. A copy of the lease or sublease between the owner of the antenna-supporting structure and the applicant seeking to place additional wireless equipment on the structure. Clauses related to lease term or rent may be deleted or censored.
 - C. A certification from the applicant that the radio frequency emissions from the proposed facility, individually and in conjunction with the existing facilities to which collocation is proposed, meet all applicable federal guidelines.
- (2) No application will be considered “filed” until it is deemed administratively complete by the City Manager.

SEC. 13.14.030 – Attached WTF Development Standards; Attached WTF Approval Criteria

Approval criteria for Attached WTFs:

- (1) For a proposed Attached WTF to be approved, it shall meet with the approval criteria (5), (8), (9), and (12), as indicated in Section 13.14.021. provided above, as well as the following:
- (2) Accessory Use
An Attached WTF shall be an accessory use as defined in this Section.
- (3) Height
 - A. An Attached WTF, antenna, antenna array, attachment device, equipment enclosure, and/or any ancillary equipment shall not extend above the highest point of the building or structure to which it is attached by more than ten (10) feet and shall not violate the maximum height restriction of the zoning district in which the building or structure is located (the foregoing restriction shall not apply to WTFs attached to state, county, and municipal structures); and
 - B. Existing or proposed attached wireless communications facilities which project more than ten (10) feet above the highest point of the building upon which it is mounted shall be considered as an antenna-supporting structure

and subject to the provisions for these types of uses pursuant to Section 13.14.021.

- (4) Color
All attached antenna or antenna arrays, equipment enclosures and ancillary equipment visible from outside the building where they are located shall be painted so as to blend in with the building where they are placed; and
- (5) Mounting, Screening, and Placement
- A. The support structure or equipment for an Attached WTF shall be mounted flush with the vertical exterior of the building or structure to which it is attached or shall project no more than twenty-four (24) inches from the surface of the building or structure to which it is attached; and
 - B. Attached WTFs shall be screened by a parapet or other device so as to minimize its visual impact as measured from the boundary line of the subject property. Attached facilities shall be placed in the center of the building where reasonably possible so as to further minimize visual impact; and
 - C. Attached WTFs that are side-mounted shall blend with the existing building's architecture and shall be painted or shielded with material that is consistent with the design features and materials of the building; and
 - D. All cabinets, boxes and WTF associated equipment that is not roof-mounted or side-mounted shall be located underground, unless it is so designed and located that it is not visible from a street; and
 - E. An Attached WTF shall only be attached to a non-residential building.

SEC. 13.14.031 – Attached WTF Application Submittal Requirements

Submittal requirements for Attached WTF applications:

- (1) For a proposed Attached WTF application to be considered complete, it shall contain submittal materials (1) through (7), (9), (15)(1) through (4), (16), and (17) as provided in Section 13.14.022., as well as a photo-simulated post construction renderings of the proposed attached facility, equipment, enclosures, and ancillary structures as they would look after construction from the public domain.
- (2) Certification from the licensed Texas engineer that the structure, Monopole, Self-Enclosed Monopole, or rooftop to which the facility will be attached has the structural capability to accommodate such attachment.
- (3) No application will be considered "filed" until it is deemed administratively complete by the City Manager.

SEC. 13.14.032 – Stealth WTF Development Standards; Stealth WTF Approval Criteria

Approval criteria for Stealth WTFs include:

- (1) For a proposed stealth WTF to be approved, it shall meet the approval criteria (5), (8), and (12) provided in Section 13.14.021., as well as the following:

- (2) Setbacks
Stealth WTFs shall meet the minimum setback requirements for the zoning district where they are located for the type of structure used or simulated. To protect citizens in their homes, free-standing Stealth WTFs shall be placed a minimum distance equal to the height of the freestanding Stealth WTF away from any residential structure.
- (3) Height
Stealth WTFs shall not exceed one hundred (100) feet in overall height, and shall be compatible with existing adjacent structures, relative to height and design.
- (4) Construction
No Stealth WTF shall be guyed or have lattice-type construction.
- (5) Accessory Use
A Stealth WTF shall be an accessory use as defined in this Section.
- (6) Structural Integrity
The Stealth WTF shall be designed to meet all current building code requirements.
- (7) Visibility and Aesthetics
The antenna and associated equipment of a Stealth WTF shall be screened, disguised, concealed, or otherwise camouflaged as part of a structure such that the antenna and associated equipment of the WTF are indistinguishable from the structure that it is attached to or within. If the City Manager determines that the associated equipment cannot be feasibly or adequately camouflaged due to the unique circumstances of the proposed location, it shall be placed underground; or it may be screened from view from the public right-of-way and adjacent properties by a fence with a minimum height of one (1) foot greater than the height of the equipment shelter. Examples of stealth facilities include, but are not limited to, flagpoles, clock towers, steeples, cupolas, and trees. Any equipment associated with the Stealth WTF that produces noise shall be sited and/or insulated in such a fashion as to minimize the audio impact on adjacent property.

SEC. 13.14.033 – Stealth WTF Application Submittal Requirements

Submittal requirements for Stealth WTFs include:

- (1) For a proposed Stealth WTF application to be considered complete, it shall contain submittal materials (1) through (10), (15)(1) through (4), and (16) through (18) provided in Section 13.14.022. as well as a photo-simulated post construction renderings of the proposed Stealth WTF, equipment enclosures, and ancillary structures as they would look after construction from the public domain.
- (2) For a proposed Stealth WTF that is not ground-mounted, the City Council may waive certain submittal requirements to reflect the necessary documentation required to demonstrate compliance with the provisions of this chapter.

- (3) No application will be considered “filed” until it is deemed administratively complete by the City Manager.

SEC. 13.14.034 – Criteria for Approval of a Stealth WTF

The City Council with the recommendation from the Planning and Zoning Commission shall determine whether or not a proposed Stealth WTF is sufficiently camouflaged based on the type, size, scale, and appropriateness of the structure that the Stealth WTF will resemble in relation to the architectural and land use context in which the Stealth WTF is proposed to be located.

SEC. 13.14.035 – Expert Review

Where due to the complexity of the methodology or analysis required to review an application for a WTF requiring a special exception, the City Council may require a technical review by a third party expert, the costs of which shall be borne by the applicant, which sum shall be in addition to site plan and conditional use permit fees, as applicable. Applicant shall submit a deposit towards the cost of such technical review upon written notification from the City Council that a technical review is required, and shall remit any outstanding balance to the City for such review. New antenna supporting structures shall require an expert review. The City Council may require an expert review for any other type of structure. The amount of deposit shall be determined annually by the City Council in the standard fee schedule in accordance with the budget.

SEC. 13.14.036 – The expert review may address any or all of the following:

- (1) The accuracy and completeness of submissions;
- (2) The applicability of analysis techniques and methodologies;
- (3) The validity of conclusions reached;
- (4) Whether the proposed WTF complies with the applicable approval criteria set forth in this chapter; and
- (5) Other matters deemed by the City Council to be relevant to determining whether a proposed wireless communications facility complies with the provisions of these codes.

SEC. 13.14.037 – Based on the results of the expert review, the City Council may require changes to the applicant’s application or submittals.

SEC. 13.14.038 – The applicant shall reimburse the City within fifteen (15) working days of the date of receipt of an invoice for expenses associated with the third party expert’s review of the application. Failure by the applicant to make reimbursement pursuant to this section shall abate the pending application until paid in full.

SEC. 13.14.039 – ABANDONMENT

WTFS and associated equipment shall be removed, at the owner’s expense, within one hundred eighty (180) days of cessation of use, unless the abandonment is associated with a replacement antenna structure as provided hereinabove, in which case the removal shall occur within ninety (90) days of cessation of use.

SEC. 13.14.040 – An owner wishing to extend the time for removal or reactivation shall submit an application stating the reason for such extension. The City Manager may extend the time for removal or reactivation up to sixty (60) additional days upon a showing of good cause. If the WTF or associated equipment is not removed in a timely fashion, the City may give notice that it will contract for removal within thirty (30) days following written notice to the owner. Thereafter, the City may cause removal at a cost to the owner. All applicants for WTF within the City shall post a cash bond of five thousand dollars (\$5,000.00) to cover the cost of removal under this section.

SEC. 13.14.041 – Upon removal of the WTF, the site shall be returned to its natural state and topography and vegetated consistent with the natural surroundings.

SEC. 13.14.042 – APPLICATION FEES & BOND REQUIREMENT

Application Fees

Application fees are due and payable by the applicant at the time of submission of application and supporting materials. Fees shall be in an amount established annually by the City Council in the standard fee schedule in accordance with the budget.

SEC. 13.14.043 – Bonds

All applicants for a WTF within the City shall post a cash bond as determined by the City Manager, with their application to cover the cost of removal as provided in this Chapter. Such bond shall be returned to the applicant upon compliance with the aforementioned Chapter.

SEC. 13.14.044 – AMATEUR WIRELESS FACILITY

Amateur Wireless Facility Special Permit

An applicant proposing an amateur wireless facility in excess of forty (40) feet in residential zoning districts or in excess of sixty-five (65) feet in all other zoning districts shall be required to obtain a special permit.

SEC. 13.14.045 – Amateur Wireless Facility Application Requirements

- (1) Site plan application in accordance with the site plan requirements of the City's Code.
- (2) Applicant's copy of current, valid FCC license for amateur radio operation.
- (3) Site plan sketch showing all proposed structures (e.g. support structures, anchorage) and setbacks from such structures to property boundaries.
- (4) Payment of application fee, as established annually by the City Council in the standard fee schedule in accordance with the budget.

SEC. 13.14.046 – APPLICANTS’ RIGHT TO RECONSIDERATION

If any party who has applied for authority to construct a WTF pursuant to this chapter is aggrieved by any decision arising from application of this chapter to such proposed facility, such party shall have fifteen (15) days from the effective date of the decision of the City or its officials to formally request reconsideration of such decision to the City Council by filing a written request with the City Secretary.

SEC. 13.14.047 – DORMANT PROJECT

Permits issued pursuant to this chapter expire one-year from the date of issuance if construction of the facility is not completed by that time. Applicants may seek a one-year extension of permits issued by submitting a written request to the City Manager prior to their expiration date.

SEC. 13.14.048 – ENFORCEMENT; Civil & Criminal Penalties

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

SEC. 13.14.049 – Criminal Prosecution

Any person violating any provision of this Chapter shall, upon conviction, be fined a sum not exceeding five hundred dollars (\$500.00). Each day that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.

SEC. 13.14.050 – Civil Remedies

Nothing in this Chapter 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, including, but not limited to the following:

- (a) injunctive relief to prevent specific conduct that violates the Ordinance or to require specific conduct that is necessary for compliance with the Ordinance; and
- (b) a civil penalty up to one hundred dollars (\$100.00) a day when it is shown that the defendant was actually notified of the provisions of the Ordinance and after receiving notice committed acts in violation of the Ordinance or failed to take action necessary for compliance with the Ordinance; and other available relief.



STAFF REPORT

MEETING DATE: October 24, 2023

TITLE:

Consider action to approve Resolution No. R-2023-161 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement to support 9-1-1 Geographic Information System Database Management with Bastrop County, including addressing and boundary updates, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Robert Barron, GIS Analyst

BACKGROUND/HISTORY:

The Capital Area Council of Governments (CAPCOG) supports the Capital Area Emergency Communications District (CAECD) by providing high quality geographic information system (GIS) data to ensure success of the region's transition to Next Generation 911 emergency communications service. Bastrop County has entered an Interlocal Contract with CAPCOG, agreeing to perform several duties, including entering and maintaining agreements with local governments who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries, or alter city limit boundaries. As a local government with the authority to assign and alter the geographic data of concern, the City of Bastrop needs to enter an Interlocal Agreement with Bastrop County. This Agreement formalizes the data-providing process already being conducted between City and County GIS staff so that emergency services have the best available data from which to work and respond.

FISCAL IMPACT:

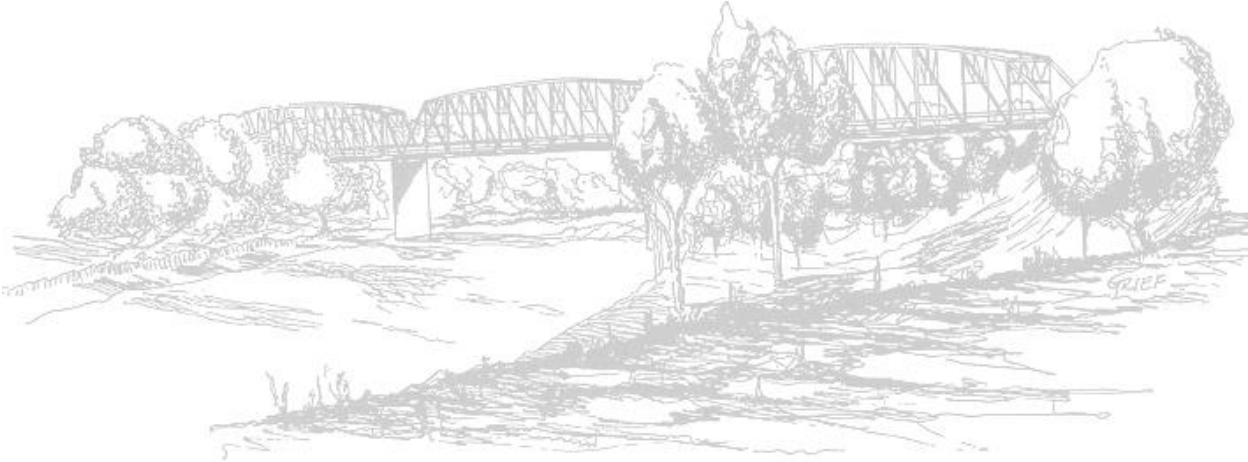
None

RECOMMENDATION:

Staff recommends approval of Resolution No. R-2023-161 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement to support 9-1-1 Geographic Information System Database Management with Bastrop County, including addressing and boundary updates, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2023-161
- Exhibit A: Interlocal Agreement to Support 9-1-1 Geographic Information System Database Management



RESOLUTION NO. R-2023-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN INTERLOCAL AGREEMENT TO SUPPORT 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT WITH BASTROP COUNTY, INCLUDING ADDRESSING AND BOUNDARY UPDATES, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Bastrop County ("County") has entered into an Interlocal Contract for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments ("CAPCOG's Interlocal") to support the Strategic Plan of the Capital Area Emergency Communications District ("CAECD" or "District"); and

WHEREAS, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District; and

WHEREAS, in the CAPCOG Interlocal Contract, the County agreed to perform several duties including entering into and maintaining agreements with all other local governments who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries or alter city limit boundaries; and

WHEREAS, the County and City of Bastrop enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so the City of Bastrop is authorized to provide address assignments, street names and address ranges, public safety answering point boundaries, emergency service boundaries and city limit boundaries to the County in a timely manner to help ensure efficient and accurate response to emergency calls and text messages county-wide.

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

Section 1: That the City Manager will execute the Interlocal Agreement to Support 9-1-1 Geographic Information System Database Management attached as Exhibit A.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of October, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

BASTROP COUNTY AND CITY OF BASTROP

INTERLOCAL AGREEMENT TO SUPPORT 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT

This Interlocal Cooperation Agreement (“Agreement”) is between Bastrop County, a political subdivision of the State of Texas (“COUNTY”) and the **City of Bastrop**, a Home-Rule municipality and political subdivision of the State of Texas (“PUBLIC AGENCY”). The COUNTY and PUBLIC AGENCY may be referred to individually as “Party” and collectively as “Parties.”

Whereas, the COUNTY has entered into an Interlocal Agreement for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments (“CAPCOG ILA”) to support the Strategic Plan of the Capital Area Emergency Communications District (“CAECD” or “District”); and

Whereas, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region’s transition to Next Generation 9-1-1 emergency communications service within the District; and

Whereas, in the CAPCOG ILA, the COUNTY agreed to perform several duties including entering into and maintaining agreements with all other local governments who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries or alter city limit boundaries; and

Whereas, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so PUBLIC AGENCY is authorized to provide address assignments, street names and address ranges, public safety answering point boundaries, emergency service boundaries and city limit boundaries to the COUNTY in a timely manner to help ensure efficient and accurate response to emergency calls and text messages county-wide.

Now Therefore, in consideration of the obligations described in this Agreement, and the benefits accrued to the citizens of the COUNTY and PUBLIC AGENCY, the Parties do agree as follows:

Section 1. Purpose

The purpose of this Agreement is to ensure the exchange of data and information between the Parties in a timely manner for the maintenance of the District’s 9-1-1 GIS database to help ensure efficient and accurate response to emergency calls and text messages in PUBLIC AGENCY’s jurisdiction within the COUNTY’s provisioning boundary.

Section 2. Agreement Term

This Agreement becomes effective on the date last signed by the Parties and **ends on September 30, 2025**. This Agreement automatically extends for two (2) 12-month extension periods unless either party terminates this Agreement in accordance with the provisions of this Agreement. The initial term or each extension term may be referred to as “Term” under this Agreement.

Section 3. PUBLIC AGENCY Cost

PUBLIC AGENCY is responsible for any and all costs incurred to perform its obligations under this Agreement. The COUNTY will not be responsible for this cost.

Section 4. Project Representatives

4.1 Each Party’s Project Representative is authorized to give and receive communications and directions on behalf of their Party. All communications must be addressed to the Party’s Project Representative or their designee. Each Party’s Project Representative may indicate a designee through email to the other Party’s Project Representative. The contact information of the Party’s Project Representative is as follows:

COUNTY	PUBLIC AGENCY
Julie Sommerfeld, GIS Manager	Robert Barron, GIS Analyst
804 Pecan Street, Bastrop TX 78602	1311 Chestnut Street, Bastrop, TX 78602
512-581-4012	512-332-8840
julie.sommerfeld@co.bastrop.tx.us	rbarron@cityofbastrop.org

4.2 Should the identity of the Party’s Project Representative change, each Party will identify a qualified and competent replacement and promptly notify the other Party of the change. No formal amendment is otherwise required for this section.

Section 5. COUNTY Duties

The COUNTY agrees to carry out duties shown in Exhibit A.

Section 6. PUBLIC AGENCY Duties

PUBLIC AGENCY agrees to carry out the duties shown Exhibit B.

Section 7. Confidential and Proprietary Information

All material submitted to the COUNTY becomes public property and is subject to the Texas Public Information Act upon receipt, unless the disclosure is expressly prohibited by law. If PUBLIC AGENCY does not desire proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The COUNTY will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If PUBLIC AGENCY fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

Section 8. County Right to Audit

PUBLIC AGENCY agrees representatives of the COUNTY shall have access to, and the right to audit, examine or reproduce, any and all documents of PUBLIC AGENCY related to PUBLIC AGENCY’s performance under this Agreement upon COUNTY’s advance written notice to PUBLIC AGENCY and scheduling between the Parties. In no event will the COUNTY have the right to inspect records PUBLIC AGENCY deems confidential or proprietary. Audits shall be at the COUNTY’s expense.

Section 9. PUBLIC AGENCY Right to Audit

COUNTY agrees representatives of PUBLIC AGENCY shall have access to, and the right to audit, examine or reproduce, any and all documents of the COUNTY's performance under this Agreement upon PUBLIC AGENCY's advance written notice to COUNTY and scheduling between the Parties. In no event will PUBLIC AGENCY have the right to inspect records the COUNTY deems are confidential or proprietary. Audits shall be at PUBLIC AGENCY's expense.

Section 10. Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. COUNTY and PUBLIC AGENCY are independent contractors. The Parties agree and understand that this Agreement does not grant unto the other Party any rights or privileges established for employees of either the COUNTY or PUBLIC AGENCY.

Section 11. Default

A Party to this Agreement shall be in default ("Event of Default") under this Agreement if the Party (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement; or (b) fails to provide adequate assurance of performance under Section 12.

Section 12. Right to Assurance

Whenever a Party to this Agreement in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten working days after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

Section 13. Termination for Cause

If either Party commits an Event of Default, the non-defaulting Party shall deliver written notice of such Event of Default to the defaulting Party. Such notice must specify the nature of the Event of Default and inform the defaulting Party that unless the Event of Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting Party begins a good faith attempt to cure the Event of Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting Party, so long as the defaulting Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-defaulting Party may terminate this Agreement. The Parties' rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 14. Termination without Cause

Either Party may terminate this Agreement without cause by providing thirty (30) days advance written notice to the other party.

Section 15. Dispute Resolution

Both parties agree to waive the mediation process in case of a dispute. Should any dispute arise, the

Agreement may be terminated and any defined and established damages or debt to either party be paid out, which shall constitute the resolution of the dispute.

Section 16. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

Section 17. Texas Public Information Act

The Parties agree that this Agreement is subject to the Texas Public Information Act and the Act shall control to the extent of any conflict between the terms of this Agreement and the Act.

Section 18. Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code. This Agreement does not require payments from one party to the other. However, to the extent applicable, each party's monetary obligations hereunder are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

Section 19. Assignment

A Party to this Agreement may not assign or transfer its interests under this Agreement.

Section 20. Entirety of the Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

Section 21. Jurisdiction and Venue

The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be either in Bastrop County, Texas or in the United States District Court, Western District of Texas, Austin, Texas.

Section 22. Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 23. Notice to Parties

23.1 Notice to be effective under this Agreement must be in writing and received by the Party against whom it is to operate. Notice is received by a party: A) when it is delivered to the Party personally; B) on the date shown on the return receipt if mailed registered or certified mail, return receipt requested, and signed for on behalf of the Party; or C) three business days after its deposit in the United States mail, with first-class postage affixed. Notices to Party's shall be addresses as follows:

COUNTY
County Judge
Bastrop County
804 Pecan Street
Bastrop, Texas 78602
512-332-7201

PUBLIC AGENCY
City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
512-332-8800

23.2 A Party may change its address by providing notice of the change in accordance with Section 23.1.

Section 24. Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither the COUNTY nor PUBLIC AGENCY waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 25. Execution of this Agreement

Parties to this Agreement shall submit certified documentation of approval by the governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Section 26. Force Majeure

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Section 27. Exhibits

27.1 The following documents are incorporated into and made part of this Agreement:

- Exhibit A.....COUNTY DUTIES
- Exhibit B.....PUBLIC AGENCY DUTIES
- Exhibit C.....CAPCOG ILA
- Exhibit D.....USPS PUBLICATION 28 APPENDIX C
- Exhibit E.....ACRONYMS AND DEFINITIONS

27.2 Upon Exhibit C being amended; supplemented; otherwise modified; superseded; or a new CAPCOG ILA is executed, the COUNTY will promptly provide the PUBLIC AGENCY’s Project Representative with a copy. No formal amendment to this Agreement is otherwise required.

Section 28. Agreement and Signatures

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in duplicate originals. The Agreement is effective on the last date signed by the Parties.

BASTROP COUNTY

CITY OF BASTROP

By: _____
Gregory Klaus
County Judge

By: _____
Sylvia Carrillo
City Manager

Date: _____

Date: _____

Attest:

By: _____
Krista Bartsch, County Clerk

By: _____
Ann Franklin, City Secretary

Exhibit A

COUNTY DUTIES

Scope of Work Overview

The goal of the COUNTY's scope of work is to facilitate the exchange of information between itself and the PUBLIC AGENCY to help ensure the efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work helps support the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan in accordance with the CAPCOG ILA, as shown in *Exhibit C of this Agreement*. County task's include:

Section 1. Tasks

COUNTY agrees to the following tasks in PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary:

1. Street Names

In regards to proposed street names COUNTY agrees to:

- 1.1 Review to identify duplicated and sound-alike names;
- 2.1 Provide written determination to PUBLIC AGENCY of its findings within 20 business days following receipt of proposed names; and
- 3.1 Place in reserved status for a period of 2 years proposed names approved by PUBLIC AGENCY and determined by COUNTY to be unique, including phonetically.

2. 9-1-1 GIS Database Management

In regards to the maintenance of the 9-1-1 GIS database COUNTY agrees to:

- 1.2 Carry out the scope of work in accordance with the CAPCOG ILA, as outlined in *Exhibit C of this Agreement*.
- 2.2 Include in it's monthly updates to CAPCOG any valid 9-1-1 related information or data (refer to *Exhibit B of this Agreement*) received from the PUBLIC AGENCY by the 10th business day of the month.

3. GIS Data

In regards to GIS data, COUNTY agrees to provide a copy upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

4. 9-1-1 Data

In regards to 9-1-1 data, COUNTY agrees to provide information upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

Exhibit B

Public Agency Duties

Scope of Work Overview

The intent of this scope of work is to facilitate the exchange of information between the COUNTY and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work is in accordance with the CAPCOG ILA, shown in *Exhibit C of this Agreement*, which supports the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan. In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Section 1. Basic Work

Basic work involves information and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

PUBLIC AGENCY agrees to provide notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within the COUNTY's provisioning boundary within 30 days of approval, assignment or action, unless otherwise noted:

1. Boundaries

In regards to boundaries the PUBLIC AGENCY agrees to:

1.1. Annexations and Disannexations:

- (a) Inform the COUNTY of all proposed annexations and disannexations no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;
- (b) Notify the COUNTY of all approved annexations and disannexations within 24 hours of approval and provide the COUNTY a copy of official documentation and maps; and
- (c) Provide the COUNTY a maintained and updated municipal boundary polygon in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*, as soon as possible following any annexation or disannexation.

1.2. Public Safety Answering Points (PSAP):

- (a) Inform the COUNTY of any proposed change to alter the PSAP boundary no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;
- (b) Coordinate all PSAP boundary changes with the COUNTY;
- (c) Inform the COUNTY of the desired effective date of any PSAP boundary change;
- (d) Notify the COUNTY of all approved PSAP boundary changes within 24 hours of approval and provide COUNTY official documentation and maps; and

- (e) Optionally, provide the COUNTY a maintained and updated PSAP polygon in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

1.3. Emergency Service Boundary (ESB):

- (a) Inform the COUNTY of any proposed changes to alter a law, fire, or emergency medical service ESB no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject area;
- (b) Coordinate all ESB changes with the COUNTY;
- (c) Inform the COUNTY of the desired effective date of all ESB changes;
- (d) Notify the COUNTY of all approved ESB changes within 24 hours of approval and provide COUNTY official documentation and maps; and
- (e) Optionally, provide the COUNTY maintained and updated law, fire, and emergency medical service ESB polygons in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

2. Public Safety Agencies

In regards to public safety agencies (PSA) the PUBLIC AGENCY agrees to:

2.1. First Responders

- (a) Inform the COUNTY of any proposed change in a PSA responsible for providing PSAP, law, fire, or emergency medical service no later than twenty (20) business days prior to consideration by its governing body;
- (b) Coordinate the change of any PSA with the COUNTY;
- (c) Inform the COUNTY of the desired effective date of a change to any PSA;
- (d) Notify the COUNTY of a change to any PSA within 24 hours of approval and provide COUNTY official documentation; and
- (e) Provide the County the name, contact information, and any other relative information of each PSA who provides services within the municipality's jurisdiction.

3. Streets

In regards streets PUBLIC AGENCY agrees to:

3.1. Names

- (a) **Proposed:**
 - (i) Provide the COUNTY with all proposed street names for their review and determination in accordance with *Exhibit A, Section 1, Subsection 1, of this Agreement*;
 - (ii) Prohibit the use of any street names deemed a duplication, including phonetically, within the same postal community and within the COUNTY's provisioning boundary; and
 - (iii) Cancel any nonessential street name held in reservation by the COUNTY.
- (b) **New/Approved:**
 - (i) Ensure any approved street name complies with *Exhibit B, Section 3.1(a), of this Agreement*;
 - (ii) Provide the COUNTY a layout or plat of named streets within 10 business days following the PUBLIC AGENCY's final approval; and
 - (iii) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

(c) Renamed:

- (i) Ensure any renamed street complies with *Exhibit B, Section 3.1(a), of this Agreement*;
- (ii) Coordinate the renaming of any street with the COUNTY;
- (iii) Inform the COUNTY the desired effective date of any renamed street;
- (iv) Provide the COUNTY documentation, including a layout or plat, of any renamed street within 10 business days following the PUBLIC AGENCY's final approval; and
- (v) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

3.2. Layout:

- (a) Supply the COUNTY with a map or plat of any street which is:
 - (i) Platted;
 - (ii) Official recognized and named;
 - (iii) Undergoing new construction; or
 - (iv) Altered to change its positional location, including extended or shorted; and
- (b) Provide the COUNTY with documentation, including a layout or plat, of any street which is permanently closed, abandoned, discontinued, or vacated within ten (10) business days following the PUBLIC AGENCY's final approval; and
- (c) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

3.3. Address Ranges:

- (a) Provide the COUNTY the address range for every named street segment, including:
 - (i) Low and high address numbers;
 - (ii) Address Parity (odd, even, both) for each side of the street (left, right); and
 - (iii) Direction in which address numbers increase; and
- (b) Provide the COUNTY a map or plat which displays the address range of each named street segment.

3.4. Functional Classifications:

- (a) Provide the COUNTY functional classification of each street; and
- (b) Notify the COUNTY when the functional classification of any street changes.

3.5. Status

- (a) Provide written notification frame to the COUNTY of any street which is:
 - (i) Approved; and
 - (ii) Accepted.

3.6. Traffic Regulations

- (a) Speed Limits:
 - (i) Provide the COUNTY with official documentation of any approved or altered speed limit within 24 hours of approval; and
 - (ii) Upon written request, supply the COUNTY detailed information on previously established speed limits.
- (b) Direction of Travel Flow:
 - (i) Provide the COUNTY with official documentation of any street designated for one-way traffic within 24 hours of approval; and

- (ii) Upon written request, supply the COUNTY detailed information on streets previously designated for one-way traffic.

4. Addresses

In regards to address numbers PUBLIC AGENCY agrees to:

4.1. New:

- (a) Ensure each assigned address complies with and validates against the street name and address range information provided to the COUNTY under *Exhibit B, Section 1, subsections 3.1(b) and 3.3(a), of this Agreement*;
- (b) Notify the COUNTY in writing of each address assignment within 10 business days of assignment. Include with each notice:
 - (i) The full and complete address, including all appropriated address characteristic;
 - (i) A map, or coordinates, with positional accuracy of the structure or designated site location within +/- 25 feet of its true location or intended designation; and
 - (ii) The effective date of the assignment;
- (c) Coordinate all mass address assignments with the COUNTY; and
- (d) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.2. Reassigned/Corrected:

- (a) Ensure each reassigned or corrected address complies with and validates against the street name and address range information provided to the COUNTY under *Exhibit B, Section 1, subsections 3.1(b) and 3.3(a), of this Agreement*;
- (b) Notify the COUNTY in writing of each address change or correction within 10 business days of its reassignment. Include with each notice:
 - (ii) The full and complete former address, including all appropriated address characteristic;
 - (iii) The full and complete new address, including all appropriated address characteristic;
 - (i) The effective date of the assignment;
- (c) Coordinate all mass address changes with the COUNTY; and
- (d) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.3. Relocation:

- (a) Notify the COUNTY in writing when the spatial location of any addressed structure or site occurs. Include with each notice:
 - (iv) The full and complete address, including all appropriated address characteristic;
 - (i) A map, or coordinates, with positional accuracy of the structure or designated site's new location within +/- 25 feet of its true location or intended designation; and
 - (ii) The effective date of the change;
- (b) Coordinate all mass address relocations with the COUNTY; and
- (c) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.4. Cancellation:

- (a) Notify COUNTY in writing of any address assignment which subsequently cancelled, voided or otherwise deemed invalid for use. The notice shall include:

- (v) The full and complete address, including all appropriated address characteristic;
- (i) The effective date; and
- (b) Coordinate all mass address cancellations with the COUNTY; and
- (c) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

5. Subdivision

In regards to subdivisions PUBLIC AGENCY agrees to:

5.1. Plats:

- (a) Ensure all street names which appear on the plat were preapproved in accordance with *Exhibit A, Section 1, of this Agreement*;
- (b) Provide COUNTY a copy of all plats within 10 business days of approval;
- (c) Notify COUNTY of all streets undergoing construction prior to a plat's final approval; and
- (d) Furnish COUNTY a map or plat which prominently displayed street names and address numbers within 10 business of the finalization of address assignments.

Section 2. Discrepancy and Error Resolution Work

Discrepancy and error resolution work involves researching and collecting information necessary to resolve any identified or reported inaccuracy associated with 9-1-1 database but does NOT involve updating the 9-1-1 database directly.

PUBLIC AGENCY agrees to expeditiously research and provide accurate information to the COUNTY that is necessary to resolve any discrepancies or errors identified or reported by an authorized stakeholder. Discrepancies and errors include, but are not limited to:

1. 9-1-1 call errors:

- 1.1. Incorrect Automatic Location Identifier (ALI);
- 1.2. Call Misroute; or
- 1.3. No Record Found (NRF).

2. Telephone Number (TN) Database errors:

- 2.1. Incorrect ALI;
- 2.2. Missing Master Street Address Guide (MSAG) record; or
- 2.3. Incorrect MSAG record.

3. Master Street Address Guide (MSAG) Database errors:

- 3.1. Missing MSAG records;
- 3.2. Incorrect MSAG records;

4. 9-1-1 GIS database errors:

- 4.1. Geometry, such as
 - (a) Duplicate Features;
 - (b) Feature Outside Provisioning Boundary;

- (c) Feature Gap or Overlap; or
- (d) Road Centerline (RCL) Disconnect;
- 4.2. Attribute, such as:
 - (a) Mismatch compared to another layer;
 - (b) RCL Parity Issue;
 - (c) Missing Critical Field Value;
 - (d) Unmatched Site/Structure Address Point (SSAP) to ALI Record;
 - (e) Unmatched RCL to MSAG Record;
 - (f) Duplicate Globally Unique Identifications (GUIDs); or
 - (g) Missing Routing Uniform Resource Identifier (URI).

5. Address errors:

- 5.1. Any address reported by a property owner, resident, member of the public, service provider, government entity, etc. for which no 9-1-1 address point exists.
- 5.2. Any reported address which cannot be validated against a RCL or MSAG Record.

Section 3. GIS Work

GIS work is optional and involves maintaining and updating GIS data related to the 9-1-1 GIS database in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. GIS work does NOT involve updating the 9-1-1 GIS database directly.

When conducting GIS work related to this *Agreement* PUBLIC AGENCY agrees to:

1. Maintenance

Create and maintain current GIS data related to one or more 9-1-1 GIS data layers:

- (a) Site/Structure Address Points (SSAPs);
- (b) Road Centerlines (RCLs);
- (c) Municipal Boundaries;
- (d) PSAP Boundaries;
- (e) Emergency Service Zones (ESZ);
- (f) Law Emergency Service Boundary (ESB);
- (g) Fire ESB; and
- (h) Emergency Medical Service (EMS) ESB.

2. Data Requirement

Follow the GIS data requirements outlined the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, in accordance with *Exhibit C, Attachment B, of this Agreement*.

3. Quality

Perform quality assurance/quality control measure to ensure GIS data provided to the COUNTY is high quality.

4. Format

Provide GIS data to the COUNTY in ESRI file geodatabase or shapefile format.

5. Coordinate System

Submit GIS data to the COUNTY in a common projected coordinate system.

6. Metadata

Include metadata with all GIS data provided to the COUNTY that includes, at a minimum:

- (a) A description of the data (Summary and Description);
- (b) Definitions of the attributes and the attribute values;
- (c) Time period covered by the data;
- (d) Restrictions to access and/or use of the data;
- (e) Contact information; and
- (f) Keywords that enable users to search and find data.

7. Timely Submittal

Submit GIS data to the COUNTY by the 10th business day of each month.

8. Non-geospatial Data and Information

Continue to submit to the COUNTY all notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within COUNTY's provisioning boundary as outlined in *Exhibit B, Section 1, of this Agreement*.