

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



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

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

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

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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE** - Reese Romney & Jaxon Vuagniaux, Emile Elementary SWAT

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

3. **INVOCATION** - Grady Chandler, Police Chaplain

4. **PRESENTATIONS**

[4A.](#) Mayor's Report

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

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

5. WORK SESSIONS/BRIEFINGS - NONE

6. 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

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. 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

9. 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

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

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

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

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

- 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

- 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

- 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

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding the Destination and Marketing Services Agreement with Visit Bastrop and related information.
- 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.

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: Friday, October 6, 2023, at 1:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: October 10, 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;
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- (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 10, 2023

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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- (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 10, 2023

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing October 16-20, 2023, as Chamber of Commerce Week.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A



PROCLAMATION



WHEREAS, more than 7,000 chambers of commerce in the United States distinguish themselves as the voice of business; and

WHEREAS, more than 600 chambers of commerce in the State of Texas actively provide services to their communities; and

WHEREAS, the work accomplished by the Bastrop Chamber of Commerce has benefited our community through their economic development, tourism promotion and community development programs; and

WHEREAS, the Bastrop Chamber of Commerce unceasingly promotes our community for quality growth and development; and

WHEREAS, the business community, represented through the Bastrop Chamber of Commerce, has been a driving force in fostering enhanced educational opportunities, infrastructure improvements, leadership development, the job creation, and a positive vision of the future; and

WHEREAS, the Bastrop Chamber of Commerce in our community has and continues to seek to achieve successful results for our community in a cooperative spirit with other organizations; and

WHEREAS, the Bastrop Chamber of Commerce has proudly represented the business community in Bastrop County for more than 100 years; and

WHEREAS, the Bastrop Chamber has been a strong partner with the City of Bastrop in endeavors to promote and develop our local business community.

NOW, THEREFORE, I, Lyle Nelson, Mayor of the City of Bastrop, Texas, do hereby proclaim October 16-20, 2023, as:

CHAMBER OF COMMERCE WEEK

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

Lyle Nelson, Mayor



STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending August 31, 2023.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Senior Accountant

BACKGROUND/HISTORY:

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

REVENUE

General Fund exceeded the forecast by 10.3%

- Sales tax is almost 3.3% above forecast.
- Development fees are 83% above forecast due to Valverde subdivision and Pearl River Public Improvement Fees collected in advance.

Impact Fee Fund is now running 11% above forecast due to Pearl River moving forward.

All other funds are positive to forecast.

EXPENDITURES

All funds are positive to forecast amounts.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2023-123 on August 22, 2023.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending August 31, 2023

CITY OF BASTROP

Comprehensive Monthly Financial Report August 2023



Performance at a Glance as of August 31, 2023



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

COMPREHENSIVE MONTHLY FINANCIAL REPORT – August 2023

	<u>FY2023</u> <u>Approved Budget</u>	<u>FY2023</u> <u>Forecast YTD</u>	<u>FY2023</u> <u>Actual YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 17,402,608	\$ 15,940,864	\$ 17,583,736	10.3%
Designated	63,200	43,708	106,212	143.0%
General Fund One-time	382,395	382,395	391,779	2.5%
Street Maintenance	803,500	736,542	803,120	9.0%
Debt Service	3,870,175	3,521,292	3,672,720	4.3%
General Gov's Projects	3,052,000	334,583	344,052	2.8%
Land Acquisition	-	-	1,683,553	0.0%
Water/Wastewater	8,157,892	7,131,963	7,512,809	5.3%
Water/Wastewater Debt	3,665,227	2,375,016	3,499,707	47.4%
Water/Wastewater Capital Proj	885,100	811,342	832,616	2.6%
Impact Fees	3,330,450	2,031,754	2,255,299	11.0%
Vehicle & Equipment Replacement	1,435,490	1,378,668	1,555,734	12.8%
Electric	7,959,241	7,336,509	7,923,185	8.0%
HOT Tax Fund	3,534,554	2,875,165	3,345,944	16.4%
Library Board	20,750	12,188	16,183	32.8%
Cemetery	184,700	161,808	167,188	3.3%
Capital Bond Projects	40,148,779	40,148,779	41,234,082	2.7%
Grant Fund	4,665,330	755,975	705,976	-6.6%
Park/Trail Land Dedicaiton	1,465	1,457	1,738	19.3%
Hunter's Crossing PID	575,879	575,553	581,909	1.1%
Bastrop EDC	4,213,909	3,827,599	4,124,194	7.7%
TOTAL REVENUES	\$ 104,352,644	\$ 90,383,160	\$ 98,341,735	8.8%

POSITIVE
WARNING
NEGATIVE

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

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2023</u> <u>Approved Budget</u>	<u>FY2023</u> <u>Forecast YTD</u>	<u>FY2023</u> <u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 20,458,410	\$ 18,265,143	\$ 17,657,962	-3.3%
Designated	323,780	54,000	55,911	3.5%
General Fund One-time	456,200	204,090	21,898	-89.3%
Street Maintenance	807,927	101,000	100,089	-0.9%
Debt Service	3,850,699	3,534,000	3,533,282	0.0%
General Gov't Projects	3,152,000	243,500	249,735	2.6%
Water/Wastewater	8,869,425	7,946,044	8,103,211	2.0%
Water/Wastewater Debt	4,457,069	4,457,068	4,458,676	0.0%
Water/Wastewater Capital Proj.	1,287,631	586,697	586,696	0.0%
Revenue Bond, Series 2020	1,064,992	125,000	122,006	-2.4%
CO, Series 2021	20,450,575	18,000,000	17,988,645	-0.1%
CO, Series 2023	25,600,000	9,000,000	8,231,846	-8.5%
Impact Fees	7,884,300	1,684,000	1,683,669	0.0%
Vehicle & Equipment Replacement	1,678,763	1,678,763	1,436,041	-14.5%
Electric	8,325,435	7,267,147	6,810,809	-6.3%
HOT Tax Fund	4,604,552	4,324,636	3,970,300	-8.2%
Library Board	49,000	42,167	34,759	-17.6%
Cemetery	267,901	204,409	144,189	-29.5%
Hunter's Crossing PID	584,405	542,363	539,486	-0.5%
CO, Series 2013	210,791	210,791	146,125	-30.7%
CO, Series 2018	461,631	40,000	39,171	-2.1%
Limited Tax Note, Series 2020	189,948	189,948	210,695	0.0%
America Rescue Plan	2,156,205	-	-	0.0%
CO, Series 2022	3,599,999	500,000	496,909	-0.6%
CO, Series 2023	13,107,779	108,000	106,997	-0.9%
Grant Fund	4,665,330	1,030,000	1,027,813	-0.2%

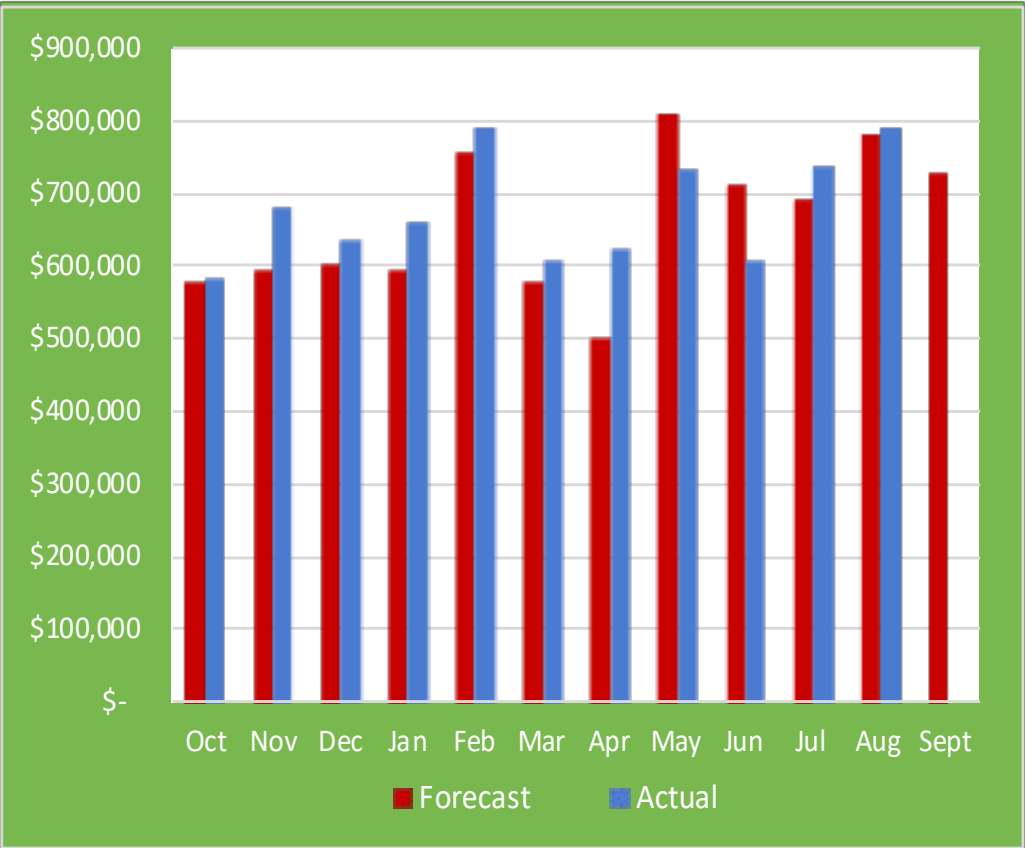
POSITIVE
WARNING
NEGATIVE

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

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 574,991	\$ 580,268	\$ 5,277
Nov	591,072	675,521	\$ 84,449
Dec	600,053	632,136	\$ 32,083
Jan	592,432	655,945	\$ 63,513
Feb	755,152	787,504	\$ 32,352
Mar	574,974	604,626	\$ 29,652
Apr	500,630	620,519	\$ 119,889
May	805,119	727,135	\$ (77,984)
Jun	707,365	603,389	\$ (103,976)
Jul	688,127	734,931	\$ 46,804
Aug	778,750	784,348	\$ 5,598
Sept	724,050		\$ -
Total	\$ 7,892,715	\$ 7,406,322	\$ 237,657
Cumulative Forecast	\$ 7,168,665		
Actual to Forecast	\$ 237,657	3.3%	

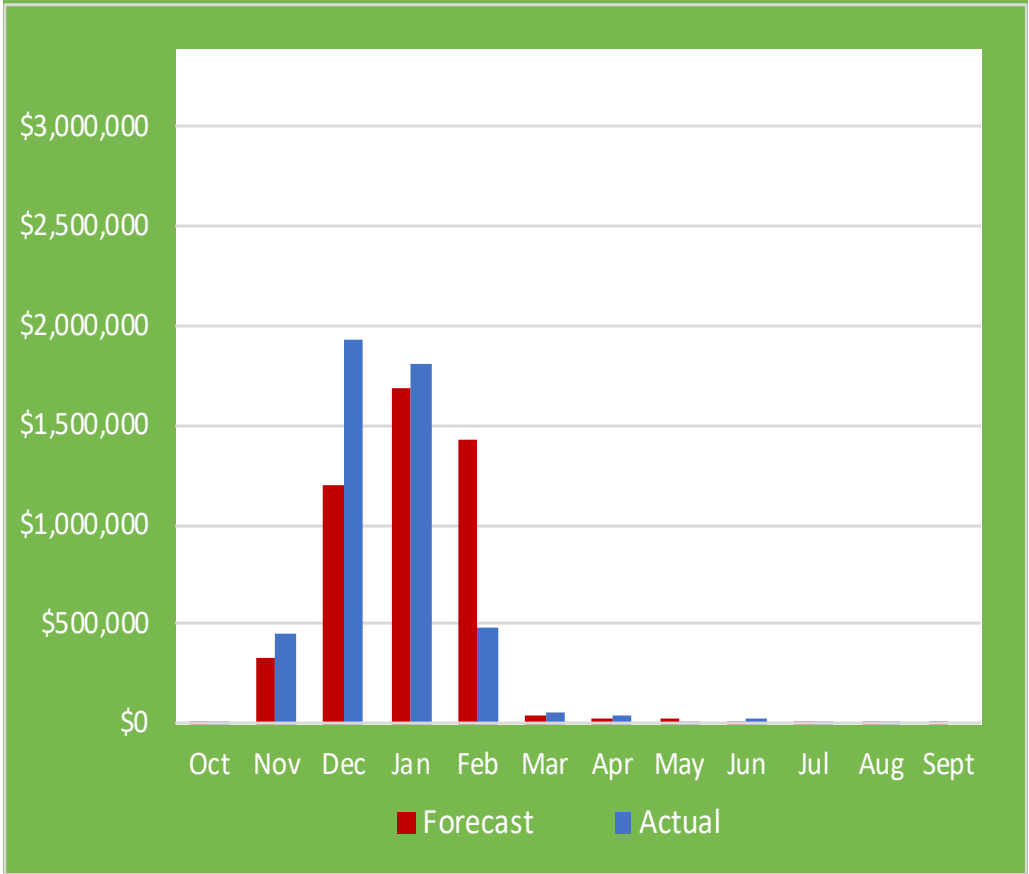


POSITIVE

Sales Tax is 46% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 3.3% greater than forecasted. This is similar to 3.6% from the previous month.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 10,451	\$ 13,108	\$ 2,657
Nov	334,933	453,349	\$ 118,416
Dec	1,196,190	1,924,618	\$ 728,428
Jan	1,692,354	1,803,389	\$ 111,035
Feb	1,435,428	479,900	\$ (955,528)
Mar	47,848	52,932	\$ 5,084
Apr	19,139	46,816	\$ 27,677
May	19,138	9,645	\$ (9,493)
Jun	9,570	24,271	\$ 14,701
Jul	9,570	8,578	\$ (992)
Aug	9,570	9,141	\$ (429)
Sept	570		
Total	\$ 4,784,761	\$ 4,825,747	\$ 41,556
Cumulative Forecast	\$ 4,784,191		
Actual to Forecast	\$ 41,556	0.87%	

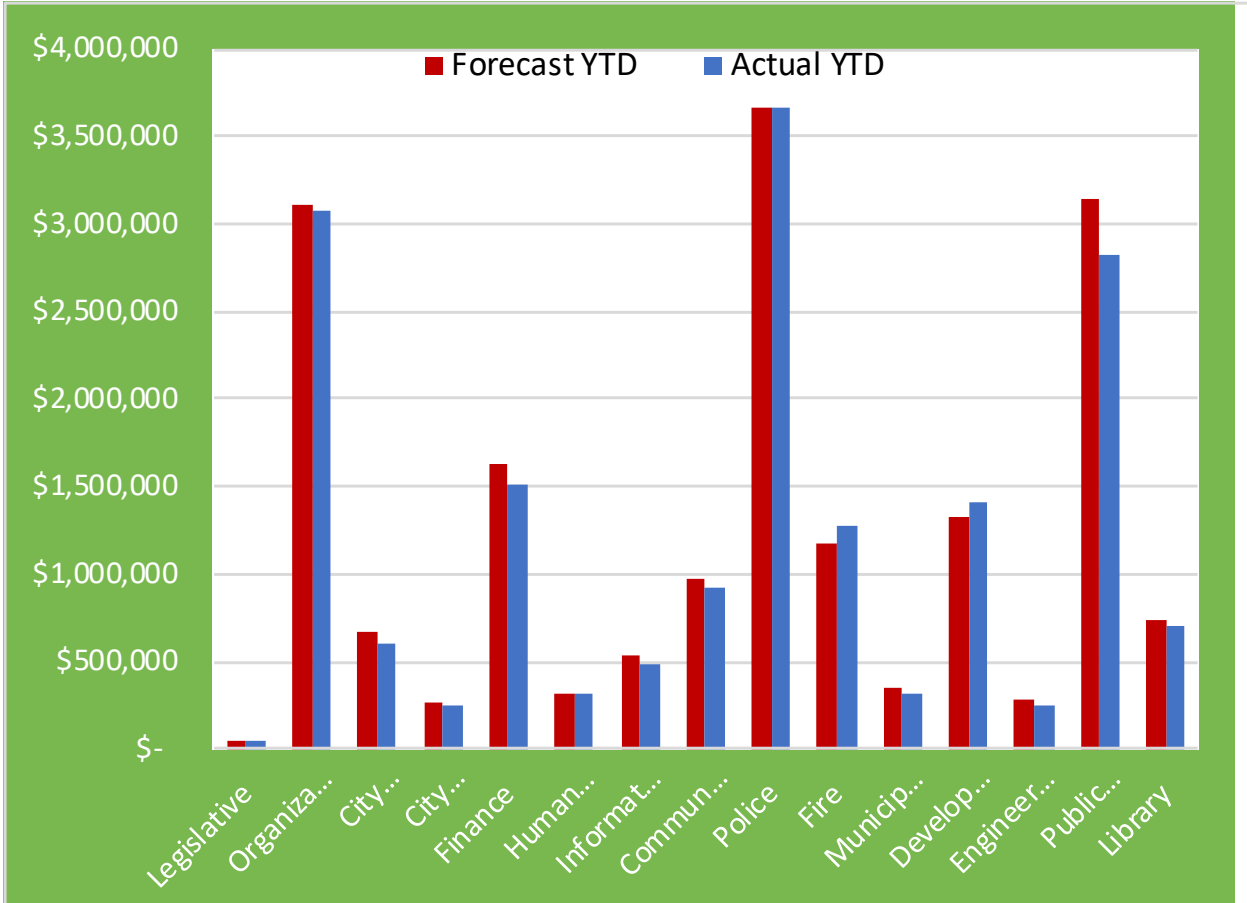


POSITIVE

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

GENERAL FUND EXPENDITURES BY DEPT.

<u>Division</u>	FY2023 <u>Forecast YTD</u>	FY2023 <u>Actual YTD</u>	<u>Variance</u>
Legislative	\$ 44,511	\$ 44,407	\$ (104)
Organizational	3,112,795	3,068,383	\$ (44,412)
City Manager	665,603	600,510	\$ (65,093)
City Secretary	270,333	255,007	\$ (15,326)
Finance	1,635,807	1,510,552	\$ (125,255)
Human Resources	320,915	322,100	\$ 1,185
Information Technology	540,666	478,598	\$ (62,068)
Community Engagement	978,359	930,176	\$ (48,183)
Police	3,671,776	3,666,028	\$ (5,748)
Fire	1,182,020	1,276,431	\$ 94,411
Municipal Court	358,453	316,672	\$ (41,781)
Development Services	1,323,157	1,406,094	\$ 82,937
Engineering	282,231	257,275	\$ (24,956)
Public Works	3,143,542	2,827,622	\$ (315,920)
Library	734,975	698,107	\$ (36,868)
Total	\$ 18,265,143	\$ 17,657,962	\$ (607,181)



Actual to Forecast 96.7%

POSITIVE

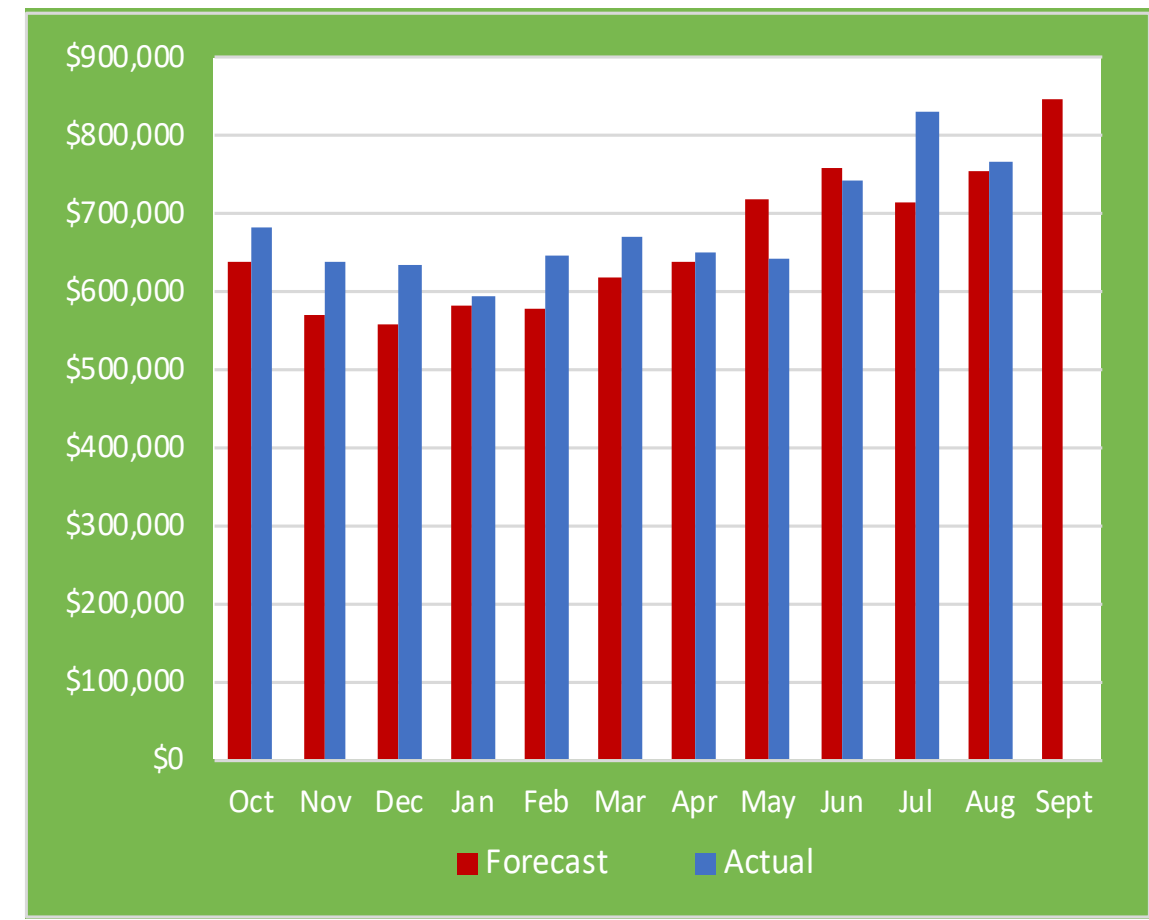
This page compares forecast to actual by department within the General Fund. YTD the actual is 97% of forecast. The variance in Police and Fire is due to overtime expense that was underprojected in the budget amount. The variance in Development Services is from the new staffing structure. Both of these variances will be reconciled with a budget amendment before fiscal year end.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – August 2023

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 638,316	\$ 681,114	\$ 42,798
Nov	569,347	638,648	\$ 69,301
Dec	560,114	633,214	\$ 73,100
Jan	580,619	592,464	\$ 11,845
Feb	579,347	648,152	\$ 68,805
Mar	617,812	671,390	\$ 53,578
Apr	638,316	651,953	\$ 13,637
May	717,790	642,389	\$ (75,401)
Jun	757,527	743,162	\$ (14,365)
Jul	716,518	831,841	\$ 115,323
Aug	756,255	767,080	\$ 10,825
Sept	845,729		
Total	\$ 7,977,690	\$ 7,501,408	\$ 369,447
Cumulative Forecast	\$ 7,131,961		
Actual to Forecast	\$ 369,447	5.18%	



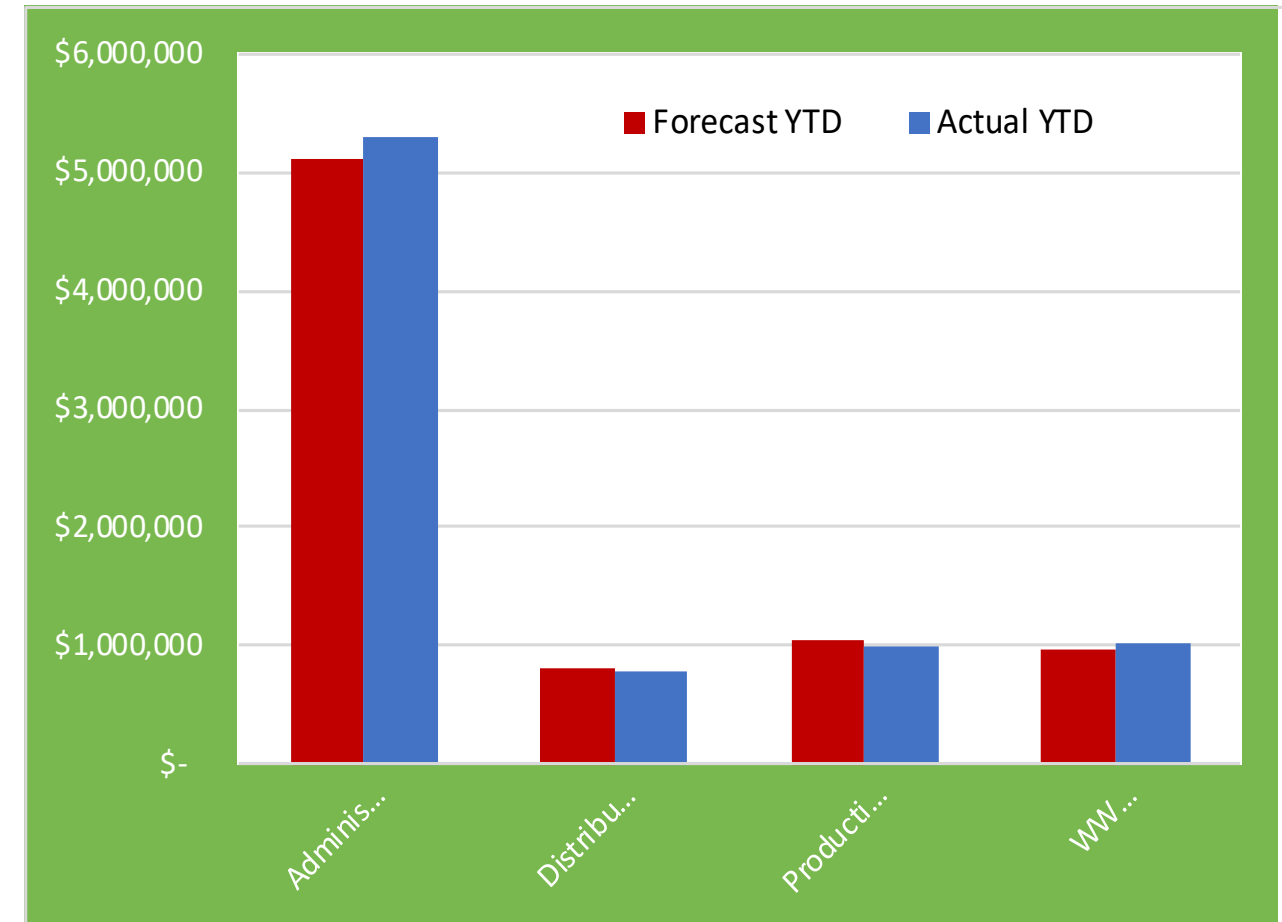
POSITIVE

The water and wastewater actual revenue is higher than forecast by 5.18%. There were 29 new meters set this month, all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	FY2023 <u>Forecast YTD</u>	FY2023 <u>Actual YTD</u>	<u>Variance</u>
Administration	\$ 5,102,959	\$ 5,287,771	\$ 184,812
Distribution/Collection	816,914	797,292	\$ (19,622)
Production/Treatment	1,052,848	994,812	\$ (58,036)
WW Treatment Plant	<u>973,323</u>	<u>1,023,336</u>	<u>\$ 50,013</u>
Total	<u>\$ 7,946,044</u>	<u>\$ 8,103,211</u>	<u>\$ 157,167</u>
Actual to Forecast		102.0%	



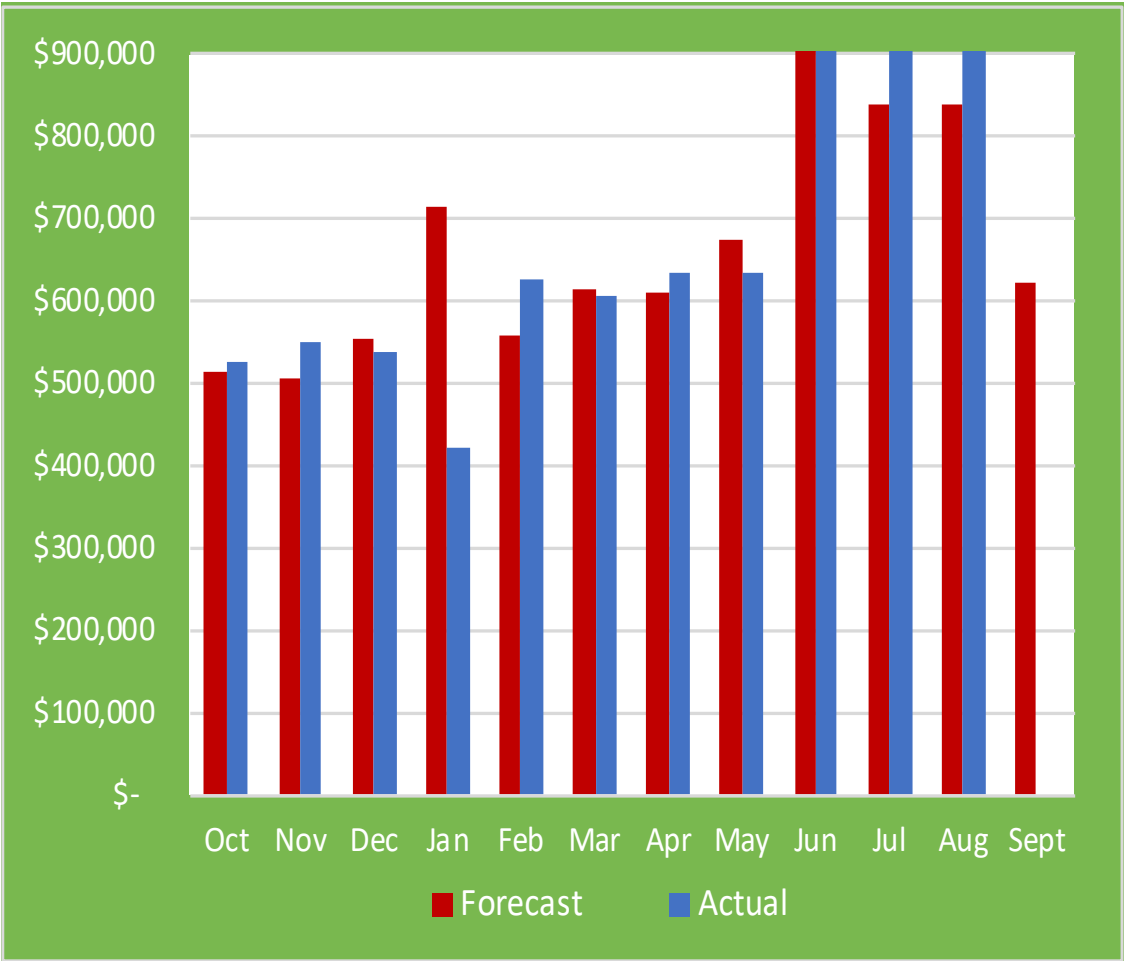
POSITIVE

This page compares actual to forecast by the divisions within the Water/Wastewater department. The actual is over 98% of forecast. The WW Treatment Plant budget is being stretch due to the delay in opening the WWTP#3.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 514,921	\$ 525,195	\$ 10,274
Nov	507,248	549,744	\$ 42,496
Dec	554,146	537,080	\$ (17,066)
Jan	716,092	422,138	\$ (293,954)
Feb	559,213	625,515	\$ 66,302
Mar	614,775	607,100	\$ (7,675)
Apr	609,437	635,634	\$ 26,197
May	673,509	635,450	\$ (38,059)
Jun	912,677	1,086,044	\$ 173,367
Jul	837,438	1,142,029	\$ 304,591
Aug	837,053	1,157,256	\$ 320,203
Sept	622,732		
Total	\$ 7,959,241	\$ 7,923,185	\$ 586,676
Cumulative Forecast	\$ 7,336,509		
Actual to Forecast	\$ 586,676	8.00%	

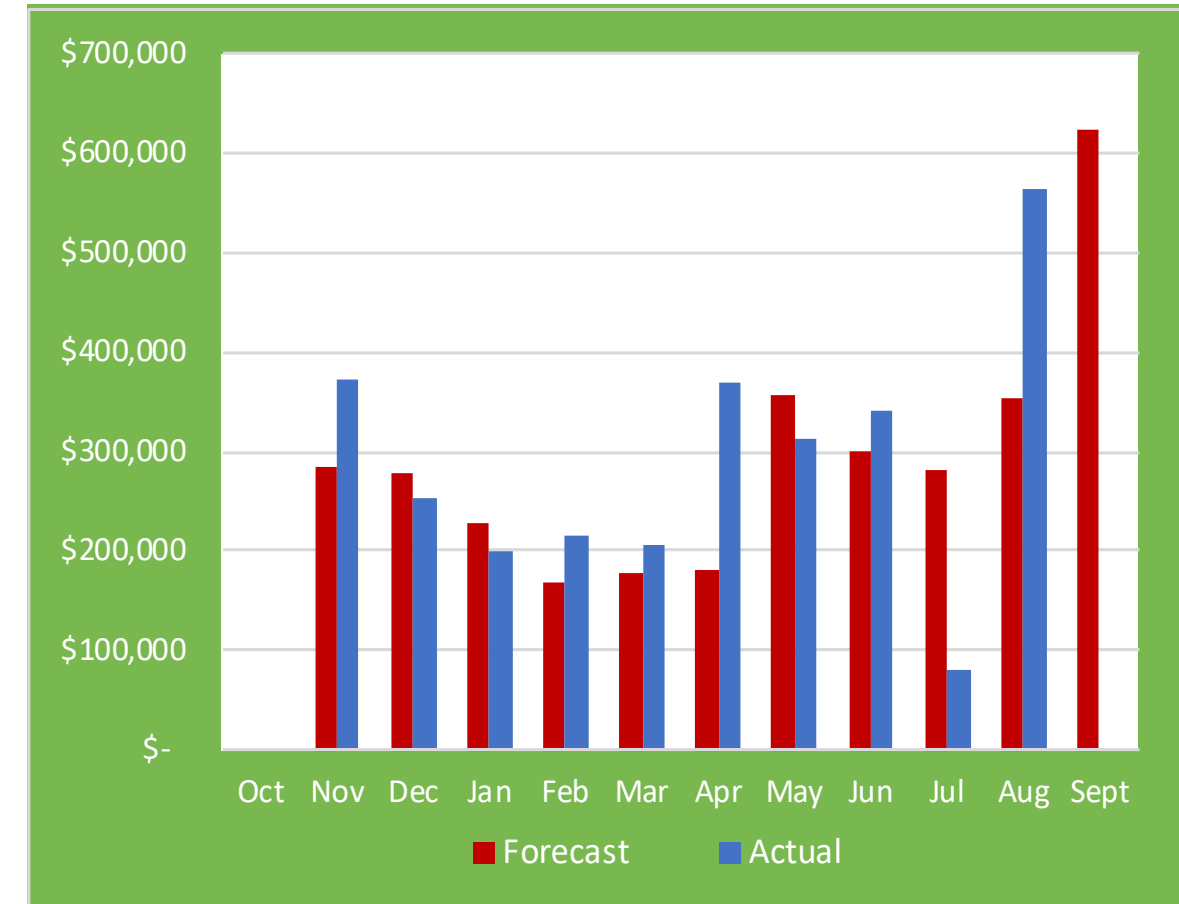


POSITIVE

The Electric utility revenue is 8% above forecasted revenue. There was 0 new meters set this month. The large variance for January is related to lower consumption and less average billed days in the cycle.

HOTEL OCCUPANCY TAX REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ -	\$ -	\$ -
Nov	285,780	371,527	\$ 85,747
Dec	277,089	252,705	\$ (24,384)
Jan	227,137	199,512	\$ (27,625)
Feb	169,292	216,718	\$ 47,426
Mar	179,183	207,656	\$ 28,473
Apr	181,880	369,223	\$ 187,343
May	355,483	312,793	\$ (42,690)
Jun	300,040	341,582	\$ 41,542
Jul	279,956	79,011	\$ (200,945)
Aug	354,982	563,563	\$ 208,581
Sept	622,176		
Total	\$ 3,232,998	\$ 2,914,290	\$ 303,468
Cumulative Forecast	\$ 2,610,822		
Actual to Forecast %	\$ 303,468	11.6%	



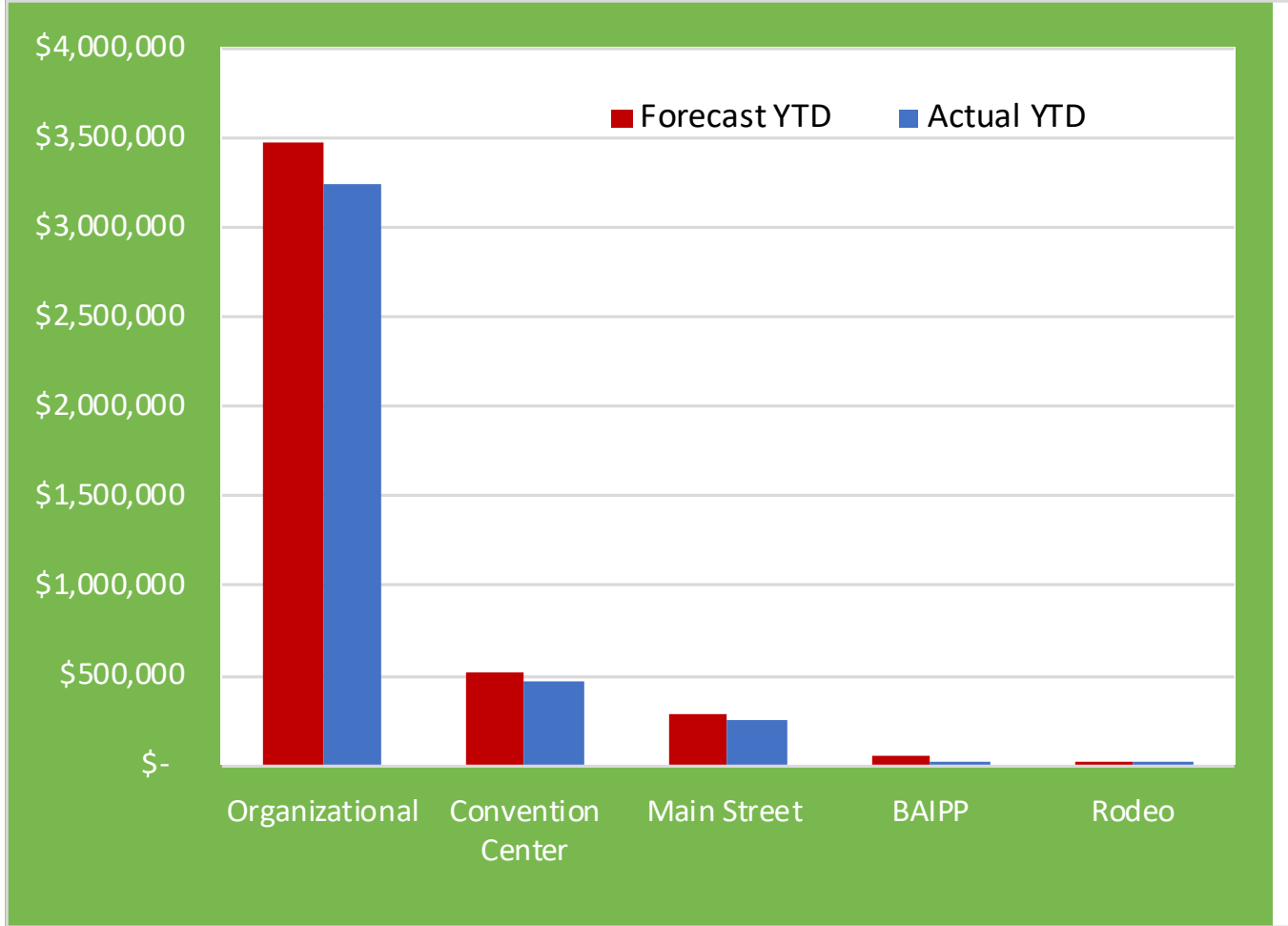
POSITIVE

This report is based on a cash method. The revenue is received by the City the month after collection. The September forecast represents the true-up of receipts for August and September. Actual is 11.6% over forecast. The Hotel Tax Revenue YTD is \$248,253 more than same time last year.

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 3,479,227	\$ 3,246,259	\$ (232,968)
Convention Center	515,462	462,145	\$ (53,317)
Main Street	276,598	243,532	\$ (33,066)
BAIPP	50,417	15,883	\$ (34,534)
Rodeo	<u>2,933</u>	<u>2,481</u>	\$ (452)
Total	\$ 4,324,637	\$ 3,970,300	\$ (354,337)
Actual to Forecast		91.8%	



POSITIVE

This compares actual to forecast for each division located in the Hotel Occupany Tax Fund. YTD is reporting actual at almost 91.8% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – Aug 2023

FIRM	CASE	FY20-21	FY21-22	FY22-23
BUNDREN				
	Pine Forest Interlocal	\$ 944	\$ 8,946	\$ -
BOJORQUEZ				
	General Legal	\$ 166,756	\$ 275,339	\$ 254,954
	NEU Review	\$ 8,493	\$ -	\$ -
	Bastrop 552	\$ 2,810	\$ 6,571	\$ 476
	Crouch Suit	\$ -	\$ 12,006	\$ -
	Cox Suit	\$ -	\$ 11,122	\$ -
	COVID-19	\$ 186	\$ -	\$ -
	Pine Forest Interlocal	\$ -	\$ 3,710	\$ 1,990
	Prosecutor (Municipal Court)	\$ 16,331	\$ 21,783	\$ 21,195
	Water/WW	\$ 96,362	\$ 67,910	\$ 141,065
	Valverde	\$ -	\$ -	\$ 1,771
HYDE KELLEY LLP				
	Hunter's Crossing PID	\$ 10,466	\$ 3,638	\$ 3,561
MULTIPLE FIRMS				
	W/WW Contract reviews	\$ 1,425	\$ 17,836	\$ 11,774
	Crouch Suit	\$ -	\$ 11,896	\$ -
	Cox Suit	\$ -	\$ 11,994	\$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM				
	71 Bastrop & MC Bastrop 71	\$ 7,333	\$ 18,967	\$ 63
		\$ 311,106	\$ 471,716	\$ 436,849

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY20-21	Sum of FY21-22	Sum of FY22-23
71 Bastrop & MC Bastrop 71	7,333	18,967	63
Bastrop 552	2,810	6,571	476
COVID-19	186	-	-
Cox Suit	-	23,116	-
Crouch Suit	-	23,901	-
General Legal	166,756	275,339	254,954
Hunter's Crossing PID	10,466	3,638	3,561
NEU Review	8,493	-	-
Pine Forest Interlocal	944	12,656	1,990
Prosecutor (Municipal Court)	16,331	21,783	21,195
Valverde	-	-	1,771
W/WW Contract reviews	1,425	17,836	11,774
Water/WW	96,362	67,910	141,065
Grand Total	311,106	471,716	436,849

The Chapman Firm - w/ww contract negotiations



STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

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.

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 September 25, 2023, Boards and Commissions Orientation; September 26, 2023, Special meeting; and September 29, 2023 Workshop.

ATTACHMENTS:

- September 25, 2023, DRAFT Boards and Commissions Orientation Minutes.
- September 26, 2023, DRAFT Special Meeting Minutes.
- September 29, 2023, DRAFT Workshop Minutes.

**BOARD AND COMMISSION ORIENTATION
SEPTEMBER 25, 2023**

Monday, September 25, 2023, at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas, the Bastrop City Council; Bastrop Cultural Arts Commission; Cemetery Advisory Board; Construction Standards Board; Bastrop Economic Development Board; Diversity Equity & Inclusion Board; Ethics Commission; Historic Landmark Commission; Bastrop Housing Authority; Hunters Crossing Local Government Corporation; Library Board; Main Street Advisory Board; Bastrop Parks Board/Tree Board; Planning & Zoning Commission; and Zoning Board of Adjustment attended the Board and Commission Orientation.

Mayor Nelson called to Order Council and determined which board/commission had a quorum present.

Hunters Crossing was called to order.

Ethics was called to order.

Historic Landmark Commission was called to order.

Library Board was called to order.

Parks Board was called to order.

Planning and Zoning Commission was called to order.

OATHS OF OFFICE

- 1A. Swearing Oaths of Office, The Honorable Chris Duggan, State District Judge, District 423

Welcome & Purpose of Orientation

Mayor Nelson gave the welcome and purpose of the orientation.

Introduction

Mayor Nelson gave an introduction.

Ethics Ordinance and State Laws Governing Conduct

Presented by City Attorney, Alan Bojorquez

Overview of Open Records Act

Presented by City Attorney, Alan Bojorquez.

Break

Recess from 7:10 p.m. – 7:22 p.m.

Overview of Open Meetings Act

Presented by City Attorney, Alan Bojorquez.

Best Practices for Being a Successful Board Member

Presented by City Attorney, Alan Bojorquez.

Adjournment of all Boards

At 8:38 p.m., Mayor Nelson adjourned all boards without objections.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on October 10, 2023, by Council Member motion, Council Member second. The motion was approved on a 5-0 vote.

SEPTEMBER 26, 2023

The Bastrop City Council met in a regular meeting on Tuesday, September 26, 2023, at 5:30 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 5:30 p.m. with a quorum present.

PLEDGE OF ALLEGIANCE

Kaison Ancrum, Compass Rose Harvest and Aria Perkins, led the pledges.

INVOCATION

Phil Woods, Police Chaplain, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report-**NONE**
- 4B. Council Members' Report-**NONE**
- 4C. City Manager's Report-**NONE**

WORK SESSIONS/BRIEFINGS-NONE**STAFF AND BOARD REPORTS- NONE****CITIZEN COMMENTS - NONE****CONSENT AGENDA**

A motion was made by Council Member Lee to approve Items 8A, 8B, and 8C as listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 8A. Consider action to approve City Council minutes from the September 19, 2023, Regular meeting.

Submitted by: Ann Franklin, City Secretary

- 8B. Consider action to approve the second reading of Ordinance No. 2023-37 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting.

Submitted by: Laura Allen, Senior Accountant

- 8C. Consider action to approve the second reading of Ordinance No. 2023-36 approving the Burleson Crossing East Zoning Concept Scheme, changing the zoning for 19.81

acres out of the Nancy Blakey Survey from P5 Core to a Planned Development District (PDD) with a P5 Core base zoning, as shown in attached as Attachment 2, located at the northeast corner of State Highway 71 and Edward Burleson Drive, within the city limits of Bastrop, Texas.

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

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2023-128 of the City Council of the City of Bastrop, Texas, approving Amendment Number 1 to Capital Area Council of Governments (CAPCOG) "Lease of Site for Air Quality Monitoring" for a portion of property in the City's Mayfest Park, located at 25 American Legion Drive, for a term of three (3) years at a total rent of One and 00/100 Dollar (\$1.00); attached as Exhibit A; authorizing City Manager to execute all appropriate documentation; providing for a repealing clause; and establishing an effective date.

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

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

A motion was made by Council Member Meyer to approve Resolution No. R-2023-128, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 9B. Consider action to approve Resolution No. R-2023-144 of the City Council of the City of Bastrop, Texas appointing Mayor Lyle Nelson as the General Assembly Representative to the Capital Area Council of Government (CAPCOG) and replacing current member Connie Schroeder; authorizing the Mayor 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 Sylvia Carrillo, ICMA-CM, CPM, City Manager.

A motion was made by Council Member Lee to approve Resolution No. R-2023-144, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 9C. Consider action to approve the first reading of Ordinance No. 2023-38, of the City Council of the City of Bastrop, Texas, establishing and adopting transportation impact fees; amending the Bastrop Code of Ordinances, Chapter 13, Article 13.12, by enacting sections 13.12.094 - 13.12.099 providing for definitions; providing for assessment of said impact fees; providing for the general administration of said impact fees; providing a severability clause; providing an effective date and an open meetings clause, providing adoption, repealer, severability, filing and enforcement; establishing an effective date; providing for proper notice and meeting; and move to include on the October 10, 2023, agenda for second reading.

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

Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager and Jake Gutekunst, Kimley-Horn.

A motion was made by Council Member Plunkett to accept the study with its maximum rates and set the second reading for December 12, 2023, meeting, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

- 9D. Consider action to approve Resolution No. R-2023-145 approving an amendment to the Animal Control Services Interlocal Agreement with Bastrop County to extend the agreement through October 31, 2023.
Submitted by: Vicky Steffanic, Chief of Police
This item was pulled from the agenda.

EXECUTIVE SESSION

The City Council met at 6:59p.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 sections 551.071 and 551.072 to seek the advice of legal counsel and discuss the potential acquisition of real estate relating to the Transfer Lift Station and Force Main project.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Wastewater Treatment Plant & Collection System and Improvements at the Administration Building, including the HVAC system, amended sealed plans, supplemental instructions, change orders, contract compliance, and invoice irregularities involving KSA Engineering, Inc.
- 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 potential agreements with Aqua Water Supply Corporation regarding treated wastewater effluent.
- 10D. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding and discuss the potential acquisition of real estate relating to the Blakey Lane Extension project.
- 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 the Destination and Marketing Services Agreement with Visit Bastrop and related information.

Mayor Nelson recessed the Executive Session at 8:07 p.m.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9D. Consider action to approve Resolution No. R-2023-145 approving an amendment to the Animal Control Services Interlocal Agreement with Bastrop County to extend the agreement through October 31, 2023.
Submitted by: Vicky Steffanic, Chief of Police
This item was pulled from the agenda.

This item was placed back on the agenda.

Presentation was made by Vicky Steffanic, Police Chief.

A motion was made by Council Member Plunkett, to approve Resolution No. R-2023-145, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/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 the potential acquisition of real estate relating to the Transfer Lift Station and Force Main project.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-148, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

10B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Wastewater Treatment Plant & Collection System and Improvements at the Administration Building, including the HVAC system, amended sealed plans, supplemental instructions, change orders, contract compliance, and invoice irregularities involving KSA Engineering, Inc.

A motion was made by Mayor Pro Tem Kirkland barring any updates on Engineering plans from KSA Engineering, authorize the City Manager to engage a forensic engineer for action related to Wastewater Treatment Plant Construction, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

10D. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding and discuss the potential acquisition of real estate relating to the Blakey Lane Extension project.

A motion was made by Mayor Pro Tem Kirkland to direct the City Manager to develop an ordinance regarding imminent domain and bring back to Council, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

Adjourned at 8:15 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on October 10, 2023, by Council Member **Name**'s motion, Council Member **Name**'s second. The motion was approved on a **5-0** vote.

**MINUTES OF BASTROP CITY COUNCIL DRAINAGE MASTERPLAN
WORKSHOP**

SEPTEMBER 29, 2023

The Bastrop City Council met in a Drainage Masterplan workshop on Friday, September 29, 2023, at 4:34 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 Plunkett, Meyer, and Lee. Officer present was City Manager, Sylvia Carrillo.

CALL TO ORDER

Mayor Nelson called the meeting to order with a quorum being present at 4:34 p.m. Council Member Crouch arrived at 4:35 p.m.

CITIZEN COMMENTS - NONE

WORKSHOP

3A. Discuss the Drainage Master Plan and Drainage Funding Study and provide feedback to Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management.

Presentation was made by Sylvia Carrillo, City Manager; Fabiola de Carvalho, CFM, AMP MIAM, Director of Engineering and Capital Project Management; and Stephen Crawford and Marita Moya of Half Associates.

ADJOURNMENT

Mayor Nelson adjourned the Bastrop City Council workshop meeting at 6:13 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on October 10, 2023, by Council Member motion, Council Member second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

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.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

On February 7th, 2022, the Board of Directors of the Bastrop Economic Development Corporation (BEDC) passed the Resolution No. R2022-0002 entering into a professional services contract with Doucet and Associates for the design and construction phase services for the Financial Way Improvements Project.

The Financial Way Improvements Project will extend Jackson Street roadway to the new Financial Way cul-de-sac with approximately 1000 LF of concrete road. Water, wastewater and storm sewer infrastructure will be extended along the new roadway and through the end of Financial Way Road.

On August 11 and 18 of 2023, the City published an Invitation to Bidders (ITB) for construction services for the Financial Way Improvements Project. The competitive sealed bids were opened on September 5, 2023. The City of Bastrop received five bids for this project. After Doucet & Associates, Inc. evaluation of the bids, Doucet & Associates, Inc. provided a Recommendation to Award the construction contract for this project to 304 Construction, LLC, of Cedar Creek, Texas, the lowest responsible bidder with the selection of the alternative bid. The alternative bid included adjusting 917LF of 12-inch water line to 8-inch water line.

A bid summary table is provided below:

Rank	Contractor	Total Project Cost
1	304 Construction, LLC	\$1,046,788.73
2	AO Services	\$1,180,551.70
3	Gage and Cade Construction	\$1,285,071.25
4	CC Carlton Industries, LLC	\$1,279,743.00
5	Chasco Constructors	\$1,547,808.00

Doucet and Associates' opinion of probable construction cost was approximately \$1.95M.

The Notice to Proceed is anticipated to be issued in October 2023 and construction should be completed within 60 calendar days.

FISCAL IMPACT:

FY23 Annual Budget

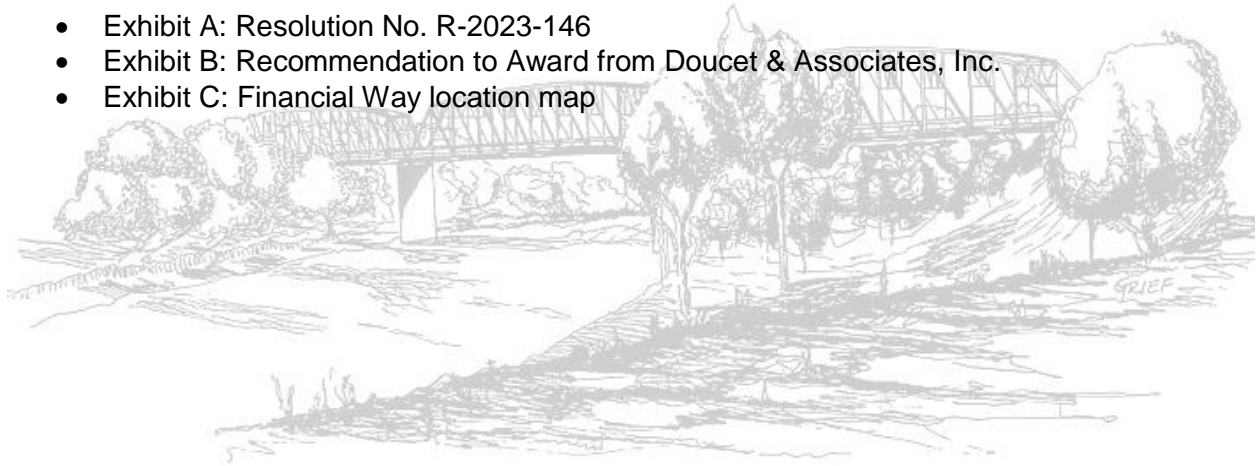
- BEDC

RECOMMENDATION:

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.

ATTACHMENTS:

- Exhibit A: Resolution No. R-2023-146
- Exhibit B: Recommendation to Award from Doucet & Associates, Inc.
- Exhibit C: Financial Way location map



RESOLUTION NO. R-2023-146

RESOLUTION 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 FINANCIAL WAY IMPROVEMENTS; AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas understands the importance of public safety by performing infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands the value in managing growth for future generations; and

WHEREAS, the City Council of the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of roadways, water, wastewater, stormwater conveyance; and

WHEREAS, the City Council understands that the Bastrop Economic Development Corporation has utilized Doucet & Associates, Inc. for the provision of engineering services on the Financial Way Improvements Project; and

WHEREAS, Doucet & Associates, Inc has received all bid proposals, and found the lowest responsible bidder, 304 Construction, LLC, of Cedar Creek, Texas, to be qualified.

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 the construction contract with 304 Construction, LLC, of Cedar Creek, Texas, as recommended by Doucet & Associates, Inc. Herein attached as Exhibit A, is the Recommendation to Award of the Construction Contract to 304 Construction, LLC, of Cedar Creek, Texas, from Doucet & Associates, Inc in the amount one million forty-six thousand and seven hundred eighty-eight dollars and seventy-three cents (\$1,046,788.73) for the construction of the Financial Way Improvements Project.

Section 2: The City Council of the City of Bastrop, Texas has found Doucet & Associates, Inc., to be a subject matter expert in the field of engineering and accepts Doucet & Associates, Inc recommendation to award for the Financial Way Improvements Project.

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, Texas this 10th day of October, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



7401B Highway 71 West, Suite 100
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

September 19, 2023

City of Bastrop
Ms. Fabiola M. DeCarvalho, CFM, AMP MIAM
Director of Engineering and Capital Project Management
Bastrop, Texas 78602

RE: Bastrop Financial Way (Competitive Sealed Proposals)
Recommendation of Contractor Bid

Dear Ms. Fabiola M. DeCarvalho, CFM, AMP MIAM,

On September 5, 2023, we opened the Competitive Sealed Proposals for Bastrop Financial Way. Based on the proposals received for the request for bids that was issued for Bastrop Financial Way, the three lowest bidders were evaluated. The lowest bidder was 304 Construction, LLC. Please see attached Bid Summary and Bid Tabulation.

304 Construction, LLC alternative bid to adjust 917 LF of 12-inch water line to 8-inch water line adjust their bid to \$1,046,788.73 and days to complete the project were 45 days for substantial completion and 60 days for final completion. All references were contacted and recommended 304 Construction, LLC.

After review of bid tabulations and references of the lowest three bidders, we recommend that you accept the low bidder's alternative bid, 304 Construction, LLC. for \$1,046,788.73 for the proposed work on Bastrop Financial Way construction.

If you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

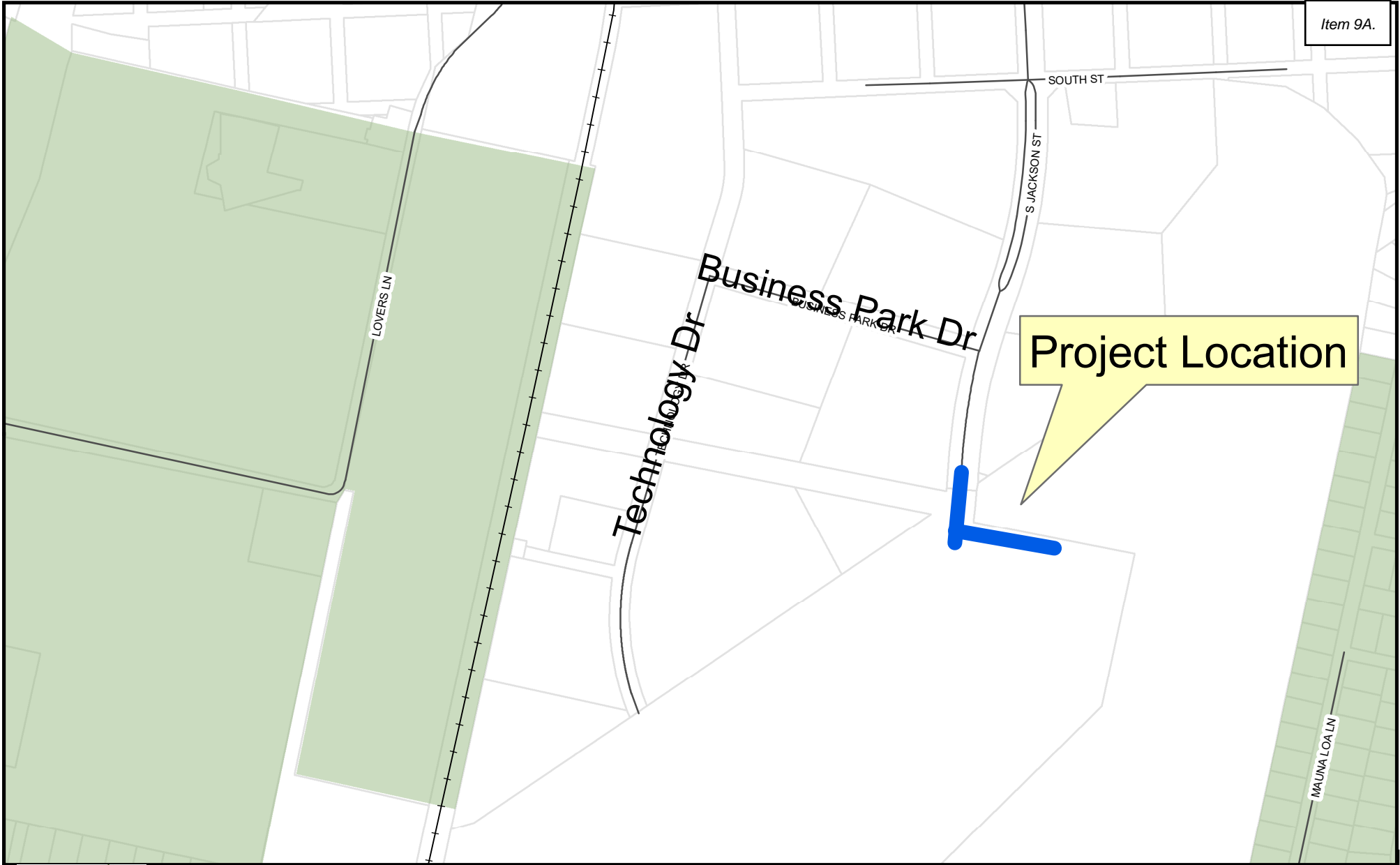
David Speicher, P.E., ENV SP
Regional Director of Transportation and Public Works
Doucet & Associates, Inc.
TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10194551

BID SUMMARY
BASTROP FINACIAL WAY
 Tuesday, September 5, 2023
 2:00:00 PM at City of Bastrop City Hall
 1311 Chestnut Street, Bastrop, Texas 78602

Item 9A.

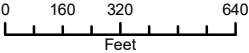
Conducted by David Speicher, P.E.

Contractor's Name	BID PRICE	Bid Surety	Acknowledge Addendum	Legal Status of bidder	Contractor's compliance to Texas Sales Tax Code	Conflict of Interest	HB 89	SB 252	Qualifications Utility/Road	References	Water Main Alternate bid	Water Main Base Bid	Bid Price Based on Alternate Bid	Days	DELTA BASE BID	DELTA ALT BID	Score			Total
																	Bid Price	Quals	Days	
304 Construction LLC.	\$1,062,230.73	X	X	X	X	X	X	X	Utility/Roads	3 Checked - All Recommend	\$91,700.00	\$168,000.00	\$1,046,788.73	45/60	\$0.00	\$0.00	60%	17%	20%	97%
AO Services	\$1,191,555.70	X	X	X	X	X	X	X	Utility/?	3 Checked - All Recommend	\$67,858.00	\$120,400.00	\$1,180,551.70	120/150	\$129,324.97	\$133,762.97	50%	17%	15%	82%
Gage and Cade Construction	\$1,314,736.20	X	X	X	X	X	X	X	Utility/Road	3 Checked - All Recommend	\$75,194.00	\$160,090.00	\$1,285,071.25	120/150	\$252,505.47	\$238,282.52	40%	20%	15%	75%
CC Carlton Industries, LLC	\$1,321,008.00	X	X	X	X	X	X	X	Utility/Road	Not Evaluated	\$68,775.00	\$168,000.00	\$1,279,743.00	120/150	\$258,777.27	\$232,954.27				
Chasco Constructors	\$1,584,488.00	X	X	X	X	X	X	X	Utility/Road	Not Evaluated	\$96,285.00	\$203,000.00	\$1,547,808.00	120/150	\$522,257.27	\$501,019.27				



**FINANCIAL WAY IMPROVEMENTS
PROJECT LOCATION
CITY OF BASTROP, TX**

Date: 9/25/2023



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





STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

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.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Fire Chief

BACKGROUND/HISTORY:

The Capital Area Housing Finance Corporation (CAHFC) was established in 1981 to address workforce housing needs in Central Texas. They assist in meeting the housing needs of workforce families in Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, and Williamson Counties, as well as the City of San Marcos.

The Capital Area Housing Finance Corporation is making a generous and beneficial donation of twenty-five thousand dollars (\$25,000) to the Bastrop Fire Department. These funds will be dedicated to the department for the wildland and brush fire response efforts. With the approval of this resolution, the City Manger can accept this donation and execute any related documents for the betterment of the Bastrop Fire Department.

FISCAL IMPACT:

A budget will be established for the funds to be allocated for wildland and brush fire related expenditures.

RECOMMENDATION:

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.

ATTACHMENTS:

1. Resolution 2023-147

RESOLUTION NO. R-2023-147

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION ON BEHALF OF THE BASTROP FIRE DEPARTMENT

WHEREAS, On September 26, 2023, the City received a donation in the amount of \$25,000 from Capital Area Housing Finance Corporation; and

WHEREAS, the City Council of the City of Bastrop (Council) finds this donation to be generous and beneficial in helping the Bastrop Fire Department in their wildland and brush fire response efforts; and

WHEREAS, pursuant to Section 51.076 of the Texas Local Government Code, Section 2 of the City’s Charter, and Article II of the Bastrop Code of Ordinances, the City Council has the authority to acquire property by gift; and

WHEREAS, the City Council finds it to be in the public interest to accept this donation intended for the betterment of the Bastrop Fire Department.

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

Section 1: The City Council hereby authorizes the City Manager to accept the donation and execute any related documentation supporting the contribution.

Section 2: The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 10th day of October 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

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.

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 first 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, and move to include on the October 24, 2023, City Council consent agenda for a second reading.

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 10, 2023

TITLE:

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.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The BEDC is seeking approval of a project under Section 501.101 of the Texas Local Government Code. The BEDC Board of Directors approved an Economic Development Performance Agreement with The Acutronic Company and Acutronic Real Estate Group (“Developer”) at a board meeting on September 25, 2023.

Through the performance agreement, the BEDC is offering incentives to the Developer by rebating the purchase price of the property they are purchasing in the Bastrop Business and Industrial Park, upon the Developer’s successful completion of the project.

The purchase price of the property is \$1,089,000. Acutronic commits to building a minimum 20,000-square-foot production and manufacturing facility with a minimum capital investment of \$4,000,000, as well as hiring at least 50 full-time employees with an average total compensation of at least \$56,240.

FISCAL IMPACT:

The funding for the rebate will come from BEDC’s budget for the fiscal year in which the project’s commitments are met.

RECOMMENDATION:

Recommend approval of 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.

ATTACHMENTS:

1. Draft Resolution R-2023-153

- 2. BEDC Resolution R-0013 approved by Board September 25, 2023
- 3. Purchase and Sale Agreement
- 4. Performance Agreement with Acutronic



RESOLUTION NO. R-2023-153

A RESOLUTION 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.

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505 *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”), and is acting with the approval of the governing body of the City of Bastrop, Texas (the “City”); and

WHEREAS, the Acutronic Group, which includes Acutronic Real Estate and Acutronic Operating Company, develops and manufactures specialty components and products, including but not limited to, electric power systems, servo-actuators, micro turbines, and Hybrid-Electric-Propulsion-Systems, for use by the aerospace, defense, transportation, and related industries; and

WHEREAS, the Acutronic Group, through its Acutronic Real Estate Company, commits to constructing a minimum 20,000-square-foot industrial production and manufacturing facility, at a minimum capital investment of \$4,000,000.00, on approximately ten (10) acres of land currently owned by the BEDC and located in Bastrop, Texas, and for which Acutronic Real Estate has contracted to purchase from the BEDC as provided in Exhibit “A” (the “Project”); and

WHEREAS, the Acutronic Group, together with or through existing and future Affiliates, also commits to creating and retaining a minimum of 50 full-time jobs with an average total compensation of at least \$56,240.00 (also part of the “Project”); and

WHEREAS, Acutronic Real Estate is seeking funding in the form of performance-based financial incentives from the BEDC to help offset certain costs associated with its proposed facility construction and commencement of local operations; and

WHEREAS, the BEDC had considered and evaluated the conditions, incentives and obligations related to the Project, has found the Project to be in compliance with the Act and meritorious of incentives in the form of performance-based financial incentives; and, through its Board of Directors at a meeting held on September 25, 2023, took formal action to approve a performance-based financial incentive in the amount of \$1,089,000.00, to the Acutronic Group, in exchange for its compliance with the obligations and requirements contained in, and payable according to schedule provided by, the Performance Agreement included with this Resolution as Exhibit “B”; and

WHEREAS, the City has reviewed the September 25, 2023, actions of the BEDC related to the Project noted herein below; has considered and evaluated the Project; finds that the Project creates or retains primary jobs and is suitable for the development, retention, or expansion of

manufacturing and industrial facilities and is defined as a project within Local Government Code Sections 505.159 and 501.101; and finds it meritorious of the Council’s approval; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

SECTION 1. The City Council of the City of Bastrop, Texas, hereby approves the Project and Resolution 2023-0013 passed by the BEDC Board of Directors on September 25, 2023, and the provision of \$1,089,000.00 in the form of economic development incentives conditioned on Performance Agreement compliance by Acutronic Group and Acutronic Real Estate.

SECTION 2. The City Manager is hereby authorized to execute a copy of this Resolution of approval, as appropriate.

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 10th day of October, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A
Purchase and Sale Agreement

Exhibit B
Performance Agreement

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A PERFORMANCE AGREEMENT AND PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY WITH THE ACUTRONIC GROUP; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 *et seq.*, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the Bastrop Economic Development Corporation (the “BEDC”) under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, the Acutronic Group (“Project”) desires to purchase approximately ten (10) acres of land (the “Property”) from BEDC for One Million Eighty-Nine Thousand Dollars (\$1,089,000) for construction of a minimum 20,000 square foot manufacturing facility, as well as substantial capital improvements within the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC desires to offer incentives to Project to enable Project to develop and attract additional operations and business enterprises, and to locate its operations in the City of Bastrop pursuant to the Agreement in substantial conformity with the Act; and

WHEREAS, the Board finds that the Project creates or retains primary jobs and is suitable for the development, retention, or expansion of manufacturing and industrial facilities and is defined as a project within Local Government Code Sections 505.159 and 501.101, and therefore does not require a Public Hearing, and

WHEREAS, the Board has reviewed the terms and conditions of a proposed Economic Development Performance Agreement (“Agreement”) by and between the Project, and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

RESOLUTION NO. R-2023-0013

SECTION 2. On this date the BEDC approved the terms of the negotiated Performance and Purchase and Sale Agreements between BEDC and the Project attached hereto as Exhibit "A."

SECTION 3 The Board authorizes the Board Chair or the Interim Executive Director to take all necessary actions including the execution of all necessary and related documentation to finalize the Agreement.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 25th day of September 2023.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION



Ron Spencer, Board Chair

ATTEST:



Connie Schroeder, Board Vice Chair

APPROVED AS TO FORM:



Denton, Navarro, Rocha, Bernal & Zech, P.C.

Exhibit "A"
**Performance Agreement and Purchase and Sale Agreement Between BEDC and Project
Third Arrow**

Real Estate Purchase Contract

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Buyer as parties to this contract.

Seller/Grantor: Bastrop Economic Development Corporation

Address: Attn: Executive Director
301 Hwy 71 W., Suite 214
Bastrop, Texas 78602

Phone: (512) 332-8870
Email: info@bastropedc.org

Type of entity: A Type B Economic Development Corporation

Seller’s Attorney: Charles E. Zech

Address: Denton Navarro Rocha Bernal & Zech, P.C.
2500 W. William Cannon Dr., Suite 609
Austin, Texas 78745

Phone: (512) 279-6431
Email: cezech@rampagelaw.com

Seller’s Broker: None

Buyer/Grantee: Acutronic Real Estate Inc., a Delaware corporation (“Acutronic”)

Address: Attn: Florian Aigrain
700 Waterfront Drive
Pittsburg, PA 15222

Phone: (737) 237-4598
Email: faigrain@acutronic.com

Type of entity: A Delaware Corporation

Buyer’s Attorney: Steven R. Martens

Address: Jackson Walker, LLP
100 Congress Avenue, Suite 1100
Austin, Texas 78701

Phone: (512) 236-2322
Email: smartens@jw.com

Buyer's Broker: None

Property: The real property that is located at 10-acre+/- portion of the Bastrop Business and Industrial Park, Phase 1, Lot Reserve D, 67.672 acres, and as more particularly depicted on Exhibit "A" attached hereto and made a part hereof.

Title Company: Corridor Title

Address: 1608 W. 5th Street, Suite 300
 Austin, Texas 12103
 Phone: (512) 369-3736
 Email: patrick.rose@corridortitle.com
 Underwriter: To be determined by Title Company

Consideration/Purchase Price: ONE MILLION EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$1,089,000.00).

Surveyor: (to be determined by Seller)

Survey Category: Texas Land Title Institute (TLTA) Category 1A

County for Performance: Bastrop County, Texas

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government.

1. Delivery of Title Commitment: Twenty (20) days after the Effective Date.
2. Delivery of Survey: Thirty (30) days after the Effective Date.
3. Delivery of legible copies of instruments referenced in the Title Commitment: Thirty (30) days after the Effective Date.
4. Delivery of Title Objections: Thirty (30) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
5. Delivery of Seller's records as specified in Exhibit "D": Thirty (30) days after the Effective Date.
6. End of Inspection Period: Ninety (90) days after the Effective Date.
7. Closing Date: Thirty (30) days after Buyer's receipt of the Site Plan Approval, as specified in Section E(1).

Seller: _____ Buyer: _____

B. Closing Documents

1. At closing, Seller will deliver the following items:

The Performance Agreement in the form attached as Exhibit “B”

IRS Nonforeign Person Affidavit

Evidence of Seller’s authority to close this transaction

The Repurchase Option Agreement in the form attached as Exhibit “C” to the Special Warranty Deed

The Memorandum of Repurchase Option in the form attached as Exhibit “D” to the Special Warranty Deed

Special Warranty Deed, substantially in the same form as Exhibit “E”

2. At closing, Buyer will deliver the following items:

The Consideration/Purchase Price

The Performance Agreement in the form attached as Exhibit “B”

Evidence of Buyer’s authority to close this transaction

Deceptive Trade Practices Act waiver

The Repurchase Option Agreement in the form attached as Exhibit “C” to the Special Warranty Deed

The Memorandum of Repurchase Option in the form attached as Exhibit “D” to the Special Warranty Deed

The documents listed in this section B are collectively known as the “Closing Documents.” Unless otherwise agreed by the parties before closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A — Property Description

Exhibit B — Performance Agreement

Exhibit C — Representations by Seller and Buyer

Exhibit D — Seller’s Records

Exhibit E — Special Warranty Deed (includes Exhibits)

D. Purchase and Sale of Property

1. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

2. Disclaimer regarding Representations and Warranties of Seller. GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE ASSESSMENT AND EVALUATION OF PROPERTIES SIMILAR TO THE PROPERTY, THAT GRANTEE PRIOR TO THE DATE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION, AND THAT GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, AND DOES NOT MAKE ANY AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, OR (C) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, REPRESENTATIONS REGARDING ANY HAZARDOUS SUBSTANCE OR TOXIC MATERIALS (INCLUDING ANY ASBESTOS, UNDERGROUND STORAGE TANKS OR ANY OTHER SUBSTANCE WHICH IS PROHIBITED BY STATE OR FEDERAL LAW), OR SOLID WASTE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED AND REGULATIONS PROMULGATED THEREUNDER.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (A) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (B) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THE ABOVE PROVISION WILL APPEAR IN THE DEED.

E. Governmental Approvals.

1. **Site Plan Approval.** Within one hundred and twenty (120) days after the Effective Date, Buyer will prepare or cause to be prepared and delivered to Seller a land use plan (the "Land

Seller: _____ Buyer: _____

Use Plan”) for the development of a 20,000 square foot aerospace manufacturing facility on the Property. The Land Use Plan will be subject to Seller’s approval, which will not be unreasonably withheld, delayed or conditioned. After Buyer delivers and Seller approves the Land Use Plan, Seller agrees to execute all applications and other documents that might be reasonably required to request and obtain the necessary governmental authorizations or consents permitting the development of the project pursuant to the Land Use Plan, including zoning, subdivision and site plan approvals, and the issuance of a Consolidated Administrative Site Plan Approval by the City of Bastrop, Texas (the “Site Plan Approval”) in such form and containing only those conditions which Buyer approves. Buyer will pay all costs and expenses relating to the Site Plan Approval, including such application fees, plans and studies as may be required by any governmental authority or agency, including the City of Bastrop. Buyer’s obligations under this Contract are expressly subject to and conditioned upon obtaining the Site Plan Approval from the City of Bastrop.

2. **Subdivision Plat.** Seller represents and warrants that it will cause the Property to be legally subdivided in compliance with applicable State, City, and County subdivision laws prior to and as a condition to the Closing under this contract.

F. Title and Survey

1. **Review of Title.** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer’s own selection or be furnished with or obtain a policy of title insurance.

2. **Title Commitment; Title Policy.** “Title Commitment” means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The “effective date” stated in the Title Commitment must be after the Effective Date of this contract. “Title Policy” means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. **Survey.** “Survey” means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Seller, Buyer, and Title Company, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. **Delivery of Title Commitment, Survey, and Legible Copies.** Seller must deliver the Title Commitment to Buyer and Buyer’s attorney by the deadline stated in paragraph A.1; and Seller shall deliver legible copies of the instruments referenced in the Title Commitment, by the deadline stated in paragraph A.3.

5. **Title Objections.** Buyer has until the deadline stated in paragraph A.4. (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey, and Title

Commitment, to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. ***Review of Seller’s Records.*** Seller will deliver to Buyer copies of Seller’s records specified in Exhibit D, or otherwise make those records available for Buyer’s review, by the deadline stated in paragraph A.5.

2. ***Entry onto the Property.*** Buyer may enter the Property before closing to inspect it at Buyer’s cost, and Buyer’s consulting engineer, its agents and subcontractors, may enter unto the Property subject to the following:

- a. Buyer must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.
- b. Buyer may not interfere in any material manner with existing operations or occupants of the Property.
- c. Buyer must notify Seller in advance of Buyer’s plans to conduct tests so that Seller may be present during the tests.
- d. If the Property is physically altered because of Buyer’s inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs.
- e. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. ***Environmental Assessment.*** Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer’s agent or representative regarding the use and condition of the Property during the period of Seller’s ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

4. **Buyer's Right to Terminate.** Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

5. **Buyer's Indemnity and Release of Seller**

- a. **Indemnity.** Buyer will indemnify, defend, and hold Seller harmless from any loss, reasonable attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
- b. **Release.** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action, including claims for personal injury and property damage, resulting from Buyer's investigation of the Property.

H. Representations

The parties' representations stated in Exhibit C are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. **Maintenance and Operation.** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; and (c) comply with all contracts, laws, and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent.

2. **Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). The Purchase Price will be reduced by the cost to repair the casualty damage.

3. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. **Claims; Hearings.** Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. **Cooperation.** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any approvals, permits, and consents necessary for Buyer to develop and operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **No Recording.** Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. **Duties after Termination.** If this contract is terminated prior to the Closing Date, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

K. Closing

1. **Closing.** This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. **Closing Documents. Title Company Documents.** The parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. **Payment of Transaction Costs.** The parties will provide payment for their respective transaction costs through wire transfer, cashier's check, or in another method satisfactory to Title Company.
- c. **Disbursement of Funds; Recording; Copies.** Title Company will be instructed to record the deed and the other Closing Documents directed to

be recorded, and distribute documents and copies in accordance with the parties' written instructions.

- d. ***Delivery of Originals.*** Seller will deliver to Buyer the originals or correct copies of Seller's Records.
- e. ***Possession.*** Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any liens and security interests created at closing to secure financing for the Purchase Price.
- f. ***Performance Agreement.*** The closing of this contract conveying the Property to Buyer shall be concurrent with the execution of a Performance Agreement for economic development incentives in a form negotiated and agreed to between the Buyer, The Acutronic Company (an affiliate of the Company, as defined in the Performance Agreement), and Seller, and as provided in Exhibit "B."

2. ***Transaction Costs***

- a. ***Seller's Costs.*** Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.3. and Seller's records; any other costs expressly required to be paid by Seller in this contract; and Seller's attorney's fees and expenses.
- b. ***Buyer's Costs.*** Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the cost of the Survey; the costs of work required by Buyer to have the Survey reflect matters other than those required under this contract except changes required for curative purposes; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; and Buyer's attorney's fees and expenses.
- c. ***Ad Valorem Taxes.*** Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as a credit to the Purchase Price. Buyer assumes the obligation to pay, and shall pay in full, such taxes before delinquency. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed

value, and Buyer and Seller will adjust the prorations in cash within thirty (30) days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes (including any penalties, interest, and attorney's fees) due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:

- i. If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.
 - ii. If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- d. ***Income and Expenses.*** Except as provided in the paragraph immediately above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten (10) days after notice of Buyer's invoice.
- e. ***Post-closing Adjustments.*** If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.

3. ***Issuance of Title Policy.*** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. ***Seller's Default; Remedies before Closing.*** If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), and Seller's Default continues following the notice and opportunity to cure provided in paragraph L.5., *infra*, Buyer may elect either of the following as its sole and exclusive remedy before closing:

- a. ***Termination; Liquidated Damages.*** Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and have the Earnest

Money, less \$100 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's reasonable out-of-pocket expenses incurred to investigate the Property ("Buyer's Expenses"), in an amount not to exceed \$10,000.00, within ten (10) days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's Expenses accompanied by reasonable evidence of Buyer's Expenses.

- b. **Specific Performance.** Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract, but any such action must be initiated, if at all, within ninety (90) days after the breach or alleged breach of this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. **Seller's Default; Remedies after Closing.** If Seller's representations are not true and correct at closing and Buyer does not become aware of the untruth or incorrectness until after closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

3. **Buyer's Default; Remedies before Closing.** If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), and Buyer's Default continues following the notice and opportunity to cure provided in paragraph L.5., *infra*, Seller may terminate this contract by giving notice to Buyer. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for Seller's reasonable out-of-pocket expenses incurred after the Effective Date to perform its obligations under this contract ("Seller's Expenses"), in an amount not to exceed \$10,000.00, within ten (10) days after Buyer's receipt of an invoice from Seller stating the amount of Seller's Expenses accompanied by reasonable evidence of Seller's Expenses. The foregoing constitutes Seller's sole and exclusive remedies for a Buyer's Default before closing.

4. **Buyer's Default; Remedies after Closing.** If Buyer fails to perform any of its obligations under this contract that survive closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

5. **Notice and Opportunity to Cure.** Seller and Buyer shall each be given ten (10) days' Notice, in accordance with the Notice section of this contract, and opportunity to cure any default alleged by Seller or Buyer related to this contract, and may adjust the Closing Date as necessary to accommodate the time expended for such cure by amending this Contract in writing and signed by both Parties.

6. **Liquidated Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that Buyer's Liquidated Damages or the Earnest Money are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

7. **Attorney's Fees.** If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday. Notice may not be given by e-mail. Any address for notice may be changed by not less than ten (10) days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. **Entire Agreement.** This contract, its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer that are not in those documents.

3. **Amendment.** This contract may be amended only by an instrument in writing signed by the parties.

4. **Prohibition of Assignment.** Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. **Survival.** The provisions of this contract that expressly survive termination or closing and other obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control.

6. **Choice of Law; Venue.** This contract is to be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance.

7. **Waiver of Default.** Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.

9. **Severability.** If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

10. **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

11. **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

12. **Counterparts.** If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

13. **Confidentiality.** This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

15. **Binding Effect.** This contract is not binding on Seller until it has been approved at duly called meetings of the Bastrop Economic Development Corporation Board and the City of Bastrop governing body, held in compliance with the Texas Open Meetings Act. Upon approval and execution, this contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

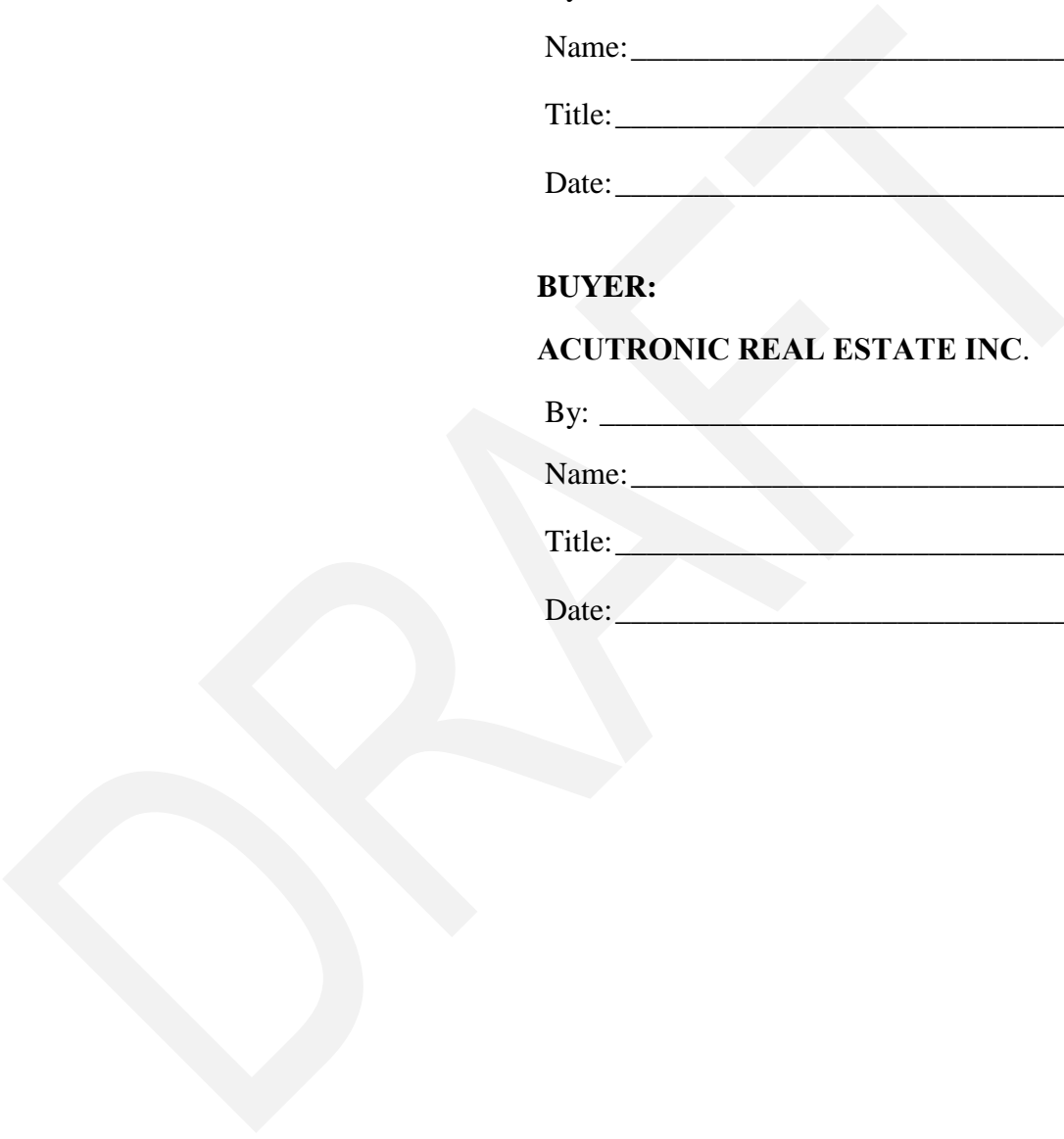
ACUTRONIC REAL ESTATE INC.

By: _____

Name: _____

Title: _____

Date: _____



Title Company acknowledges receipt of a copy of this contract executed by both Buyer and Seller.

TITLE COMPANY:

CORRIDOR TITLE

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

Seller: _____ Buyer: _____

Exhibit A
Property Description

DRAFT

Exhibit B
Performance Agreement

DRAFT

**Real Estate Sales Contract Exhibit C
Representations; Environmental Matters**

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received written notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.

The Property is currently zoned as "P-EC Place Type – Employment Center". This Place Type zoning district is appropriate for manufacturing/light industrial uses. Under Place Type P-EC as currently adopted, metal-working (including the use of CNC machines); testing of turbine engines in dedicated engine test cells; metal casting (including a small metal foundry); warehousing of raw materials and finished products; and general-purpose office space would be acceptable uses.

6. *No Other Obligation to Sell the Property or Restriction against Sale.* Except for granting a security interest in the Property, Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its

consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

8. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit E, Seller makes no representation with respect to the Property.

9. *No Warranty.* Except as set forth in this contract and in the Closing Documents, Seller has made no warranty in connection with this transaction.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the state of Delaware with authority to perform its obligations under this contract. Prior to the Closing, Buyer will be duly qualified to do business and in good standing in the state of Texas. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be duly authorized, executed, and delivered by Buyer.

Real Estate Sales Contract Exhibit D Seller's Records

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.5.

Governmental

- Governmental licenses, certificates, permits, and approvals
- Tax statements for the current year and the last three years
- Notices of appraised value for the current year and the last three years
- Records of any tax exemption, special use, or other valuation or exemption applicable to the Property
- Records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

- Soil reports
- Environmental reports and other information regarding the environmental condition of the Property
- Water rights
- Engineering reports
- Prior surveys
- Site plans

Licenses, Agreements, and Encumbrances

All licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located.

Real Estate Sales Contract

Exhibit E

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORDING IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

§

COUNTY OF BASTROP §

Effective Date: _____

Grantor: BASTROP ECONOMIC DEVELOPMENT CORPORATION

Grantor's Address: 301 Hwy 71 W., Suite 214
Bastrop, Bastrop County, Texas 78602

Grantee: ACUTRONIC REAL ESTATE INC., A DELAWARE CORPORATION

Grantee's Address: _____

Consideration: For the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property: 10-acre +/- portion of the Bastrop Business and Industrial Park, Phase 1, Lot Reserve D, Acres 67.67, and as depicted on Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: None

Exceptions to Conveyance: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants (including but not limited to the Protective Covenants, Conditions and Restrictions for the Bastrop Business and Industrial Park as provided in Exhibit "B" attached hereto and made a part hereof), conditions, oil and gas leases, mineral interests, and water interests outstanding in

persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for [current year], which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes/but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes. (To be amended based on schedule B in the title commitment)

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE ASSESSMENT AND EVALUATION OF PROPERTIES SIMILAR TO THE PROPERTY, THAT GRANTEE PRIOR TO THE DATE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION, AND THAT GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, AND DOES NOT MAKE ANY AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, OR (C) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, REPRESENTATIONS REGARDING ANY HAZARDOUS SUBSTANCE OR TOXIC MATERIALS (INCLUDING ANY ASBESTOS, UNDERGROUND STORAGE TANKS OR ANY OTHER SUBSTANCE WHICH IS PROHIBITED BY STATE OR FEDERAL LAW), OR SOLID WASTE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED AND REGULATIONS PROMULGATED THEREUNDER.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (A) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (B) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF

TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grant of Property: Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors to warrant and forever defend all and singular the Property to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Development Rights: For the same consideration, Grantor grants, sells and conveys to Grantee all development rights appurtenant to the Property, including all contracts, licenses, permits, approvals, utility rights and allocations, living unit equivalents, and utility commitments; this provision does not serve to release Grantee from compliance with any protective or restrictive covenants applicable to the Property.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date set out above.

**GRANTOR:
BASTROP ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: _____

Title: _____

Acknowledgment

STATE OF TEXAS X
COUNTY OF BASTROP X

This instrument was acknowledged before me on this ____ day of _____, 2023, by _____, _____ for the Bastrop Economic Development Corporation, a Texas non-profit industrial development corporation, on behalf of said corporation.

Notary Public, State of Texas

Seller: _____ Buyer: _____

ACCEPTED BY GRANTEE:

ACUTRONIC REAL ESTATE INC.

By: _____

Name: _____

Title: _____

STATE OF _____ X
COUNTY OF _____ X

This instrument was acknowledged before me on the _____ day of _____, 2023.
by _____ as _____ of Acutronic Real Estate Inc., a
Delaware corporation, on behalf of said corporation.

Notary Public, State of _____

The preparer of this document has made no investigation of the following matters: The accuracy of the legal description used herein. Whether or not the Grantor is the correct owner of the property. Whether or not the party signing on behalf of the Grantor is authorized to sign on behalf of the Grantor. Any title matters whatsoever.

PREPARED IN THE LAW OFFICE OF:

DENTON NAVARRO ROCHA BERNAL
AND ZECH P.C.
2500 W. William Cannon Dr.
Suite 609 Austin, Texas 78745

AFTER RECORDING RETURN TO:

DIRECTOR OF ECONOMIC DEVELOPMENT
Bastrop EDC
301 Hwy 71 W., Suite 214
Bastrop, Texas 78602

**Special Warranty Deed Exhibit A
Property Description**

DRAFT

**Special Warranty Deed Exhibit B
Restrictive Covenants**

DRAFT

**Real Estate Sales Contract Exhibit C
Repurchase Option Agreement**

DRAFT

Seller: _____ Buyer: _____

**Real Estate Sales Contract Exhibit D
Memorandum of Repurchase Option**

DRAFT

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
ACUTRONIC REAL ESTATE HOLDING, INC. AND THE ACUTRONIC
COMPANY**

This Performance Agreement (this “Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas, a Texas Type B economic development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act (hereinafter called “BEDC”), created by, and for the benefit of the City of Bastrop, Texas (hereinafter sometimes called the “City”), Acutronic Real Estate, Inc. a Delaware corporation (hereinafter “Acutronic Real Estate”), and The Acutronic Company, a [Delaware corporation authorized to do business in the State of Texas (hereinafter called “Acutronic Operating Company”); the BEDC , Acutronic Real Estate and Acutronic Operating Company collectively referred to as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 *et seq.*, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by a corporation under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, the Acutronic Group, which includes Acutronic Real Estate and Acutronic Operating Company, develops and manufactures specialty components and products, including but not limited to, electric power systems, servo-actuators, micro turbines, and Hybrid-Electric-Propulsion-Systems, for use by the aerospace, defense, transportation, and related industries; and

WHEREAS, Acutronic Real Estate commits to constructing a minimum 20,000 square foot industrial production and manufacturing facility, at a minimum capital investment of \$4,000,000.00, on approximately ten (10) acres of land currently owned by the BEDC and located in Bastrop, Texas, and which Acutronic Real Estate has contracted to purchase from the BEDC; and

WHEREAS, Acutronic Operating Company, together with or through existing and future Affiliates, as defined herein, commits to creating and retaining, over the term of this Agreement, a minimum of 50 full-time jobs with an average total compensation of at least \$56,240.00; and

WHEREAS, Acutronic Real Estate is seeking funding in the form of performance-based financial incentives from the BEDC to help offset certain costs associated with its proposed facility construction and commencement of local operations; and

WHEREAS, the BEDC desires to provide such funding to Acutronic Real Estate pursuant to the terms of this Agreement, as an incentive for the construction of Acutronic Real Estate's new facility and associated investment of new capital; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and will constitute a valid and binding obligation of the BEDC. Acutronic Real Estate's and Acutronic Operating Company's execution of this Agreement is authorized by the appropriate authority and constitutes a valid and binding obligations of each entity.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by written mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Parties and specifically state the covenants and representations of the Parties, and the incentives associated with Acutronic Real Estate's and Acutronic Operating Company's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the Parties as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction.

4. Administration of Agreement. Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Affiliate” means any existing or future registered business organization which is (1) controlled by or under common control with Acutronic Operating Company, and (2) authorized to do business in the state of Texas.

“Bankruptcy” shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any party of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Business Operations” shall mean the following activities carried out or managed by Acutronic Operating Company and/or its Affiliates: production and testing of aerospace and defense products and other commercial and industrial products (including assembly cells/lines and specialized equipment for testing and manufacturing); metal working (including CNC machines); metal casting (including a metal foundry); and/or associated office, engineering, and storage space.

“Capital Investment” shall mean those items set forth in Article IV Section 1.

“Commencement of Construction” shall mean the commencement of construction of improvements or delivery of construction materials to the Property, the construction of improvements or materials of which must be visible from inspection of the Property.

“Completion of Construction” shall mean completion of the Facility improvements construction on the Property, as evidenced by the receipt of a temporary or final Certificate of Occupancy from the City of Bastrop.

“Effective Date” shall be the date of the last signing by a Party to this Agreement.

“Expiration Date” shall mean the earlier of (1) ten (10) years from the Effective Date; or (2) the date of termination provided for under Article VII of this Agreement.

“Facility” shall mean the minimum 20,000 square foot industrial, manufacturing, and production facility, to be constructed by Acutronic Real Estate for the it Business Operations of Acutronic Operating Company and/or its Affiliates.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control or anticipation of a Party, including, without limitation, natural disasters or other acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action, fires, explosions, floods, strikes, lock-outs, slowdowns, work stoppages, unusual and unforeseeable delay that results from an interruption or failure of any public utilities, (e.g., electricity, gas, water), terrorism, bioterrorism, pandemic or epidemic.

“Full-Time Jobs” shall mean the number of Acutronic Operating Company’s or Affiliate’s employees that (a) have a regular work schedule of at least 36 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce, and (b) are entitled to at least the customary employer-sponsored benefits package afforded by the Company to its similarly situated employees at other locations.

“New Jobs” shall mean those jobs that are created for the purposes of satisfying Acutronic Operating Company’s obligations, as further described in Article IV, Section 2, herein. Notwithstanding anything herein to the contrary, New Jobs shall include any jobs that may have existed at the Acutronic Group’s other locations prior to the Completion of Construction and were transferred to the Facility following Completion of Construction.

“Performance-Based Financial Incentive” or “PBF” shall mean the amount of \$1,089,000.00, which is equivalent to the purchase and sale price of the Property as provided herein.

“Project” shall mean the Capital Investment and Pay Roll Creation as defined herein.

“Property” shall mean the real property purchased by Acutronic Real Estate from the BEDC, consisting of an approximately 10-acre portion out of Bastrop Business and Industrial Park, Phase 1, Lot Reserve D, Acres 67.672, (Replat of Lots 1 and 2), and pursuant to the Purchase and Sale Agreement provided in Exhibit A to this Agreement, attached hereto and incorporated herein.

ARTICLE IV

PERFORMANCE OBLIGATIONS OF ACUTRONIC REAL ESTATE AND ACUTRONIC OPERATING COMPANY

The obligation of the BEDC to pay funds from the PBF shall be conditioned upon Acutronic Real Estate’s and Acutronic Operating Company’s continued compliance with and satisfaction of each of Acutronic Real Estate’s and Acutronic Operating Company’s obligations under this Article IV (the “Performance Obligations”). Capital Investment. Acutronic Real Estate shall make a new Capital Investment of at least **\$4,000,000.00** for the construction of the Facility, designed specifically for the Business Operations of Acutronic Operating Company and its Affiliates, to be constructed on the Property. The Capital Investment shall include costs related to

site preparation and the construction of the Facility, including but not limited to site investigations; architect fees; clearing; grading; environmental reviews; preliminary analysis; design and engineering; materials and testing; materials and labor costs; plant, property, equipment, furnishings and furniture installed in the Facility; landscaping; and ancillary improvements paid, payable, or actually incurred. Acutronic Real Estate may request and the BEDC shall consider, within a reasonable time, preapproval of a construction budget, or specific construction costs or categories of cost, prior to Commencement of Construction.

- (a) Commencement of Construction. Construction of the Facility shall commence no later than 120 days after the later of (i) the date upon which BEDC delivers a ‘shovel-ready’ site with the Necessary Infrastructure improvements, as specified in Article V, Section 3, or (ii) the issuance of a building permit by the City of Bastrop and all other City or governmental approvals necessary to begin construction of the Facility. Notwithstanding the foregoing, the Parties may agree in writing to an extension of time for Acutronic Real Estate to commence construction on the Facility.
- (b) Business Operations shall commence at the Facility upon Completion of Construction, but in no event later than 32 months after the Commencement of Construction. Notwithstanding the foregoing, the Parties may agree in writing to an extension of time for Acutronic Operating Company to commence Business Operations.

1. New Jobs. Acutronic Operating Company or its Affiliates will be obligated to create or document (or transfer from another location), in total, at least 50 New Jobs. The BEDC acknowledges and agrees that the 50 New Jobs may be: (1) transferred from another Acutronic Group location to the Facility; (2) created by Acutronic Operating Company; and/or (3) created by an existing or future Affiliate of Acutronic Operating Company.

- (a) All New Jobs shall be Full-Time Jobs with an average total compensation of at least \$56,240. The average shall be calculated by omitting the highest-total compensation job and the lowest-total compensation job from the calculation and taking the average of the remaining jobs (everything between the lowest total-compensation job and the highest total-compensation job).
- (b) After their creation, all New Jobs are required to be retained by Acutronic Operating Company and/or an Affiliate at the Facility for the remaining duration of this Agreement. Notwithstanding the foregoing, nothing herein shall prevent Acutronic Operating Company and/or an Affiliate from hiring, terminating, or re-classifying individual employees per its normal employment practices, but the total number of New Jobs created shall comply with Acutronic Operating Company’s obligations hereunder if individual employees leave or are re-classified and are replaced.
- (c) The New Jobs creation and retention shall be in accordance with the following schedule:

- i. New Jobs Obligation 1: Acutronic Operating Company or Affiliates shall create and employ at least ten (10) Full-Time Jobs no later than the first anniversary of the Completion of Construction.
 - ii. New Jobs Obligation 2: Acutronic Operating Company or Affiliates shall create and employ an additional ten (10) Full-Time Jobs no later than the second anniversary of the Completion of Construction.
 - iii. New Jobs Obligation 3: Acutronic Operating Company or Affiliates shall create and employ an additional ten (10) Full-Time Jobs no later than the third anniversary of the Completion of Construction.
 - iv. New Jobs Obligation 4: Acutronic Operating Company or Affiliates shall create and employ an additional ten (10) Full-Time Jobs no later than the fourth anniversary of the Completion of Construction.
 - v. New Jobs Obligation 5: Acutronic Operating Company or Affiliates shall create and employ an additional ten (10) Full-Time Jobs no later than the fifth anniversary of the Completion of Construction.
- (d) The Parties hereby agree to establish a hiring goal that on or before the fifth anniversary of the Completion of Construction, 75% (or 38) of the New Jobs should be filled by residents of Bastrop County. Further, Acutronic Operating Company or an Affiliates agree to use best efforts to fill 100% of the New Jobs with residents of Bastrop County. The Parties acknowledge that Acutronic Operating Company or Affiliates have no control over specific employees who may choose to re-locate outside of Bastrop County after beginning employment by the Company as a resident of Bastrop County.

2. Work-Based Learning Facilities. To the extent that the Memorandum of Understanding (included as Exhibit “B” to this Agreement) between Acutronic Operating Company and the Bastrop Independent School District is still in effect, Acutronic Operating Company or Affiliates will provide appropriate job training space within the Facility for use in conjunction with the “P-TECH” Program, as provided in the Memorandum of Understanding included as Exhibit “B” to this Agreement.

3. Acutronic Real Estate will provide such written records or other internal backup information that the BEDC may reasonably request to verify compliance of its the Performance Obligations hereunder. Acutronic Operating Company will provide such written record or other backup information that the BEDC may reasonably request to verify compliance of the job creation obligations hereunder, including written records or other backup information from Affiliates.

ARTICLE V BEDC OBLIGATIONS

1. Payment of Performance-Based Financial Incentive. Subject to the conditions provided herein, the BEDC shall release incremental portions of the PBFi in accordance with the following schedule:

(a) Distribution 1 – Completion of Construction: A portion of the PBFi in the amount of **\$500,000.00** shall be paid to Acutronic Real Estate no later than 30 days following (1) the Completion of Construction, as defined herein; and (2) -the delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly authorized representative, certifying that the Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(i).

(b) Distribution 2 – A portion of the PBFi in the amount of **\$147,250.00** shall be paid to Acutronic Real Estate no later than 30 days following delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly-authorized representative, certifying that the Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(ii).

(c) Distribution 3 – A portion of the PBFi in the amount of **\$147,250.00** shall be paid to Acutronic Real Estate no later than 30 days following delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly-authorized representative, certifying that Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(iii).

(d) Distribution 4 – A portion of the PBFi in the amount of **\$147,250.00** shall be paid to Acutronic Real Estate no later than 30 days following delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly-authorized representative, certifying that Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(iv).

(e) Distribution 5 – A portion of the PBFi in the amount of **\$147,250.00** shall be paid to Acutronic Real Estate no later than 30 days following delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly-authorized representative, certifying that Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(v).

2. BEDC represents and warrants that it will cause the Property to be legally subdivided in compliance with applicable State, City, and County subdivision laws prior to closing of Acutronic Real Estate's purchase of the Property.

3. BEDC acknowledges that a substantial capital investment of up to one million dollars (\$1,000,000.00) in infrastructure improvements at or near the Property by the BEDC is necessary to deliver a 'shovel-ready' site to Acutronic Real Estate. BEDC represents and warrants

that it has committed sufficient funding for this capital investment and will make the necessary infrastructure improvements at or near the Property, including but not limited to, storm sewer system improvements, roadway improvements, and municipal utility improvements (water, wastewater, electric, and fiber) necessary to deliver a ‘shovel-ready’ site to Acutronic Real Estate (the “Necessary Infrastructure”). BEDC agrees to provide Acutronic Real Estate a written summary of the proposed Necessary Infrastructure improvements at or near the Property to be made by BEDC in advance of commencing such improvements and further agrees to keep Acutronic Real Estate regularly informed as to the status of completion of the Necessary Infrastructure improvements contemplated herein. Notwithstanding anything herein to the contrary, Acutronic Real Estate and Acutronic Operating Company reserve the right to terminate this Agreement in the event BEDC fails to complete all Necessary Infrastructure improvements on or before December 31st, 2025; in which case the BEDC may exercise the Exclusive Repurchase Option Agreement pertaining to the Property, as provided herein as Exhibit “C”.

ARTICLE VI COVENANTS AND DUTIES

1. Covenants and Duties. Acutronic Real Estate and Acutronic Operating Company make the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement.

- (a) Acutronic Real Estate and Acutronic Operating Company are authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during any term of this Agreement.
- (b) The execution of this Agreement has been duly authorized by Acutronic Real Estate and Acutronic Operating Company, and the individual(s) signing this Agreement are authorized to execute such Agreement and bind Acutronic Real Estate and Acutronic Operating Company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the organizational documents, or of any agreement or instrument to which Acutronic Real Estate and/or Acutronic Operating Company is a party to or by which it may be bound.
- (c) Acutronic Real Estate and Acutronic Operating Company are not a party to any Bankruptcy proceedings currently pending or contemplated, and Acutronic Real Estate and Acutronic Operating Company have not been informed of any potential involuntary Bankruptcy proceedings.
- (d) To their current, actual knowledge, Acutronic Real Estate and Acutronic Operating Company have acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use best efforts to maintain all necessary rights, licenses, permits, and authority.
- (e) Except as otherwise provided herein, Acutronic Real Estate and Acutronic Operating Company agree to obtain, or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the Project.

(f) Except as otherwise provided herein, Acutronic Real Estate shall be responsible for paying, or causing to be paid, to the City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Acutronic Real Estate agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City in effect on the date the Project was designed, unless specified otherwise in this Agreement or in another agreement between the Parties.

(g) Except as otherwise provided herein, Acutronic Real Estate agrees to commence and complete the Project in strict accordance with this Agreement.

(h) Acutronic Real Estate shall cooperate with the BEDC in providing all necessary information to assist the BEDC in complying with this Agreement. Cooperation shall include, but not be limited to, providing evidence and copies of construction contracts, payments for construction, permits, construction supply purchases, and any other documentation deemed necessary by BEDC to substantiate the reported Capital Investment.

(i) During the term of this Agreement, Acutronic Real Estate and Acutronic Operating Company agree to not knowingly employ or knowingly permit to be employed by an Affiliate any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a (1), Acutronic Real Estate or Acutronic Operating Company shall be in Default (as defined below). Acutronic Real Estate and Acutronic Operating Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Acutronic Real Estate or Acutronic Operating Company or by a person with whom Acutronic Real Estate or Acutronic Operating Company contracts, provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Acutronic Real Estate or Acutronic Operating Company enters into with any subsidiary, assignee, affiliate, or franchisee for which the PBFIs provided herein will be used.

(j) Acutronic Real Estate or Acutronic Operating Company shall not be in arrears and shall be current in the payment of all City taxes and fees.

2. BEDC's Covenants and Duties.

(a) The BEDC represents and warrants to Acutronic Real Estate and Acutronic Operating Company that the execution of this Agreement has been duly authorized by the BEDC, and the individual signing this Agreement is empowered to execute such Agreement and bind the BEDC. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the BEDC's organizational documents, or of any agreement or instrument to which the BEDC is a party to or by which it may be bound.

(b) BEDC shall cooperate with Acutronic Real Estate and Acutronic Operating Company in providing all necessary information and documentation to assist

Acutronic Real Estate and Acutronic Operating Company in complying with this Agreement.

(c) BEDC represents and warrants to Acutronic Real Estate and Acutronic Operating Company that, according to the most recent zoning map and associated regulations of the City of Bastrop, the current zoning of the Property authorizes the Project as a permitted use(s) and that no additional zoning amendment or special or conditional use permit is required for the construction of the Facility or operation of the Business Operations. The Property is currently zoned “P-EC Place Type-Employment Center”. This Place Type Zoning is appropriate for manufacturing/light industrial uses. Under Place Type P-EC, as currently adopted, metalworking (including the use of CNC machines); testing of turbine engines in dedicated engine test cells; metal casting (including a metal foundry); warehousing of raw materials and finished products; and general-purpose office space would be acceptable uses.

ARTICLE VII TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The mutual agreement of the Parties, as reflected in writing signed by the Parties;
- (b) Acutronic Real Estate and Acutronic Operating Company satisfying all the Performance Obligations set forth in Article IV, but in no event later than the tenth anniversary of the Effective Date;
- (c) The BEDC electing to terminate this Agreement by written notice to the Acutronic Real Estate and Acutronic Operating Company following an Event of Default by Acutronic Real Estate or Acutronic Operating Company;
- (d) Acutronic Real Estate and/or Acutronic Operating Company electing to terminate this Agreement by written notice to the BEDC following an Event of Default by the BEDC;
- (e) Acutronic Real Estate electing to terminate this Agreement in the event that the BEDC fails to complete all the Necessary Infrastructure improvements on or before December 31st 2025, as specified in Article V, Section 3; or

ARTICLE VIII DEFAULT

1. Acutronic Real Estate or Acutronic Operating Company Events of Default. The following shall be considered a “Default” by Acutronic Real Estate or Acutronic Operating Company:

- (a) Failure of Acutronic Real Estate and/or Acutronic Operating Company to timely perform any term, covenant, obligation, duty, or agreement contained in this Agreement, including without limitation the Performance Obligations;
- (b) BEDC determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion prepared and submitted to BEDC in connection with or pursuant to the requirements of this Agreement was false, incorrect or misleading in any material respect when made;
- (c) Any judgment is assessed against Acutronic Real Estate or Acutronic Operating Company or any attachment or other levy against the property of Acutronic Real Estate or Acutronic Operating Company with respect to a claim remains unpaid, unstayed on appeal, not discharged, not bonded or not dismissed for a period of ninety (90) days; or
- (d) Acutronic Real Estate or Acutronic Operating Company makes an assignment for the benefit of creditors; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; commences any action relating to the Acutronic Real Estate or Acutronic Operating Company under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Acutronic Real Estate or Acutronic Operating Company any such action and such action remains undismissed or unanswered for a period of ninety (90) days from such filing.

2. BEDC Events of Default. BEDC's failure to fulfill any obligation set forth within the terms and conditions of this Agreement or breach of any covenant, representation, warranty, or duty set forth in this Agreement shall be deemed a "Default" by the BEDC.

3. Remedies for Default.

- (a) In the event of Default by Acutronic Real Estate or Acutronic Operating Company, the BEDC shall give Acutronic Real Estate or Acutronic Operating Company, as applicable, written notice of such Default and if Acutronic Real Estate or Acutronic Operating Company, as applicable has not cured such Default within 60 days after receipt of such Notice, an "Event of Default" by Acutronic Real Estate or Acutronic Operating Company, as applicable, shall have occurred. The applicable Parties may mutually agree to extend the period of time required to cure an Event of Default. Upon the occurrence and during the continuance of an Event of Default by Acutronic Real Estate or Acutronic Operating Company, as applicable, the BEDC shall have the right to terminate this Agreement, and pursue all rights and remedies provided by applicable law. After such termination by the BEDC, the BEDC shall have no further obligation to Acutronic Real Estate or Acutronic Operating Company under this Agreement. The BEDC also retains the right, at its sole discretion, to

withhold payment of any PBFi funds during the continuance of any such Default, or, following termination of this Agreement in accordance with this paragraph 3, require repayment of all or any portion of PBFi funds already paid, as may be appropriate.

- (b) In the event of Default by the BEDC, Acutronic Real Estate and/or Acutronic Operating Company, as applicable, shall give the BEDC written notice of such Default and if the BEDC has not cured such Default within 60 days after receipt of such Notice, an “Event of Default” by the BEDC shall have occurred. The applicable Parties may mutually agree to extend the period of time required to cure an Event of Default. Upon the occurrence and during the continuance of an Event of Default by the BEDC, Acutronic Real Estate or Acutronic Operating Company, as applicable, shall have the right to terminate this Agreement, and pursue all rights and remedies provided by applicable law. After such termination by Acutronic Real Estate and/or Acutronic Operating Company, Acutronic Real Estate and Acutronic Operating Company shall have no further obligation to the BEDC under this Agreement.

ARTICLE IX MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement is contingent upon the purchase of the Property by Acutronic Real Estate from the BEDC. This Agreement is not binding until it has been approved by the Bastrop Economic Development Corporation and the City of Bastrop; upon said approval, the Executive Director of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Independent Contractors.

- (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Acutronic Real Estate or Acutronic Operating Company at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by the BEDC, Acutronic Real Estate or Acutronic Operating Company respectively will be independent contractors of the BEDC, Acutronic Real Estate, or Acutronic Operating Company, as applicable; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with

services performed by Acutronic Real Estate or Acutronic Operating Company respectively under this Agreement, unless any such claims are due to the fault of the BEDC.

- (b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC, with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

Notice. Any notice required by or permitted under this Agreement must be in writing. Notice may be given by certified or registered mail, personal delivery, courier delivery, or e-mail and will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten (10) days' prior written notice given as provided herein.

If intended for BEDC: Bastrop Economic Development Corporation
Attention: Executive Director
301 State Hwy 71, Suite 214
Bastrop, TX 78602

With a copy to:
Denton, Navarro, Rocha, Bernal, & Zech, PC
Attention: Charles E. Zech
2500 W. William Cannon, Suite 609
Austin, Texas 78745

If to Acutronic Real Estate: Acutronic Real Estate Inc.
Attention: Florian Aigrain
700 Waterfront Drive
Pittsburgh, PA, 15222

With a copy to:
Jackson Walker, LLP
Attention: Henry Gilmore or Steve Martens
100 Congress Avenue, Ste. 1100
Austin, Texas 78701

If to Acutronic Operating Company: The Acutronic Company
 Attention: Florian Aigrain
 700 Waterfront Drive
 Pittsburgh, PA, 15222

With a copy to:
 Jackson Walker, LLP
 Attention: Henry Gilmore or Steve Martens
 100 Congress Avenue, Ste. 1100
 Austin, Texas 78701

4. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

5. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Bastrop County, Texas, United States of America. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors by the BEDC and the City of Bastrop.

7. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

8. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

9. Entire Agreement. This Agreement, in conjunction with the contract governing the purchase of the Property by Acutronic Real Estate from the BEDC, constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly executed amendments to this Agreement.

10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

13. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

14. Indemnification. ACUTRONIC REAL ESTATE AND ACUTRONIC OPERATING COMPANY SHALL RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE BEDC, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, AND THE CITY COUNCIL MEMBERS AND MAYOR INDIVIDUALLY AND ACTING IN THEIR CAPACITY OF REVIEWING AND APPROVING ACTIONS OF THE BEDC (COLLECTIVELY "THE INDEMNITEES") FROM AND AGAINST ANY AND ALL SUITS, CLAIMS AND OTHER DEMANDS OF EVERY TYPE WHATSOEVER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS, ARISING FROM OR OTHERWISE RELATING TO THE BEDC CONTRIBUTION OR THE DESIGN, CONSTRUCTION OR OPERATION OF THE FACILITY, AND SUCH OBLIGATION SHALL NOT BE AFFECTED BY ANY ACTUAL OR ALLEGED NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, OR STRICT LIABILITY ON THE PART OF THE INDEMNITEES (OTHER THAN AS A RESULT OF THE GROSS NEGLIGENCE, RECKLESS DISREGARD, OR WILLFUL MISCONDUCT OF THE INDEMNITEES). IF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS ASSERTED AGAINST ANY INDEMNITEE, SUCH INDEMNITEE SHALL PROMPTLY NOTIFY THE OTHER PARTIES, BUT THE FAILURE TO SO PROMPTLY NOTIFY THE OTHER PARTIES SHALL NOT AFFECT SUCH OTHER PARTIES OBLIGATIONS UNDER THIS PARAGRAPH UNLESS SUCH FAILURE MATERIALLY PREJUDICES THE OTHER PARTIES' RIGHT TO PARTICIPATE IN THE CONTEST OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION, AS HEREINAFTER PROVIDED. IF REQUESTED BY THE PARTY HAVING THE OBLIGATION TO INDEMNIFY IN WRITING, SO LONG AS THE OTHER PARTY IS NOT IN DEFAULT UNDER THIS AGREEMENT, SUCH INDEMNITEE SHALL IN GOOD FAITH CONTEST THE VALIDITY, APPLICABILITY AND AMOUNT OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION AND SHALL PERMIT THE INDEMNIFYING PARTY TO PARTICIPATE IN SUCH CONTEST. ANY INDEMNITEE THAT PROPOSES TO SETTLE OR COMPROMISE ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING FOR WHICH THE OTHER PARTY MAY BE LIABLE FOR PAYMENT OF INDEMNITY HEREUNDER SHALL GIVE SUCH PARTY WRITTEN NOTICE OF THE TERMS OF SUCH PROPOSED SETTLEMENT OR COMPROMISE REASONABLY IN ADVANCE OF SETTLING OR COMPROMISING SUCH CLAIM OR PROCEEDING AND SHALL OBTAIN SUCH PARTY'S CONCURRENCE THERETO.

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Acutronic Real Estate or Acutronic Operating Company, Acutronic Real Estate or Acutronic Operating Company shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

17. Time Periods. Unless otherwise expressly provided herein, all periods for delivery or review and the like will be determined on a “calendar” day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Texas, the time therefore will be extended to the next day which is not a Saturday, Sunday or legal holiday.

18. Assignability. This Agreement, or its obligations therein, may be assigned to an Affiliate. For the avoidance of doubt, the Performance Obligations of Acutronic Operating Company can be met by any Affiliate (or any combination of Affiliates), without the necessity of a formal written assignment, with the same force and effect as if those Performance Obligations were met by Company itself. Acutronic Real Estate and Acutronic Operating Company agree that the assignment of this Agreement or any of the obligations therein to an Affiliate does not relieve Acutronic Real Estate or Acutronic Operating Company from the applicable obligations, performance, compliance, and liabilities under or in connection with this Agreement.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

Executed on this ____ day of _____, 2023.

ACUTRONIC REAL ESTATE:

Acutronic Real Estate Inc., a Delaware corporation

By: _____

Name: Florian Aigrain

Title: President

ACUTRONIC OPERATING COMPANY:

The Acutronic Company, a Delaware corporation

By: _____

Name: Florian Aigrain

Title: President

Executed on this ____ day of _____, 2023.

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Sylvia Carrillo
Title: Interim Executive Director

APPROVED AS TO FORM:

By: _____
Charles E. Zech, BEDC Attorney



STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

Hold public hearing and consider action on the first reading of Ordinance No. 2023-35 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, as shown on Attachment 2, located at 615 W Highway 71, within the city limits of Bastrop, Texas.

STAFF REPRESENTATIVE:

Submitted by: Kennedy Higgins – Planner, Development Services

BACKGROUND:

The applicant has applied for a Zoning Concept Scheme for Reed Ranch. The proposal is to place a Planned Development District (PDD) with a P4 Mix base zoning to appropriately incorporate multi-family housing which coincides with Transitional Residential as defined by our Future Land Use plan. The applicant is proposing mixed use to allow for apartment buildings with an emphasis on connectivity.

After initial recommendation and listening to public comment, the developer has revised the associated documents to address the public concerns as follows:

- The units adjacent to the existing residential neighborhood, Bastrop Grove, be limited to a maximum height of 2 stories.
- The connection to Jessica Place be eliminated.
- The units on the west side of the development be allowed a maximum of 4 stories.
- The setbacks along the portion of the development that abuts the residential neighborhood be relieved of the B3 requirements.
- The development will have increased landscaping in the setback.

PUBLIC COMMENTS:

PLANNING & ZONING COMMISSION RECOMMENDATION:

The P&Z Commission reviewed the Zoning Concept Scheme at their October 5, 2023, special meeting, and recommended approval of the rezoning request, for a Planned Development District (PDD) with a P4 Mix base zoning, by a vote of 6-1.

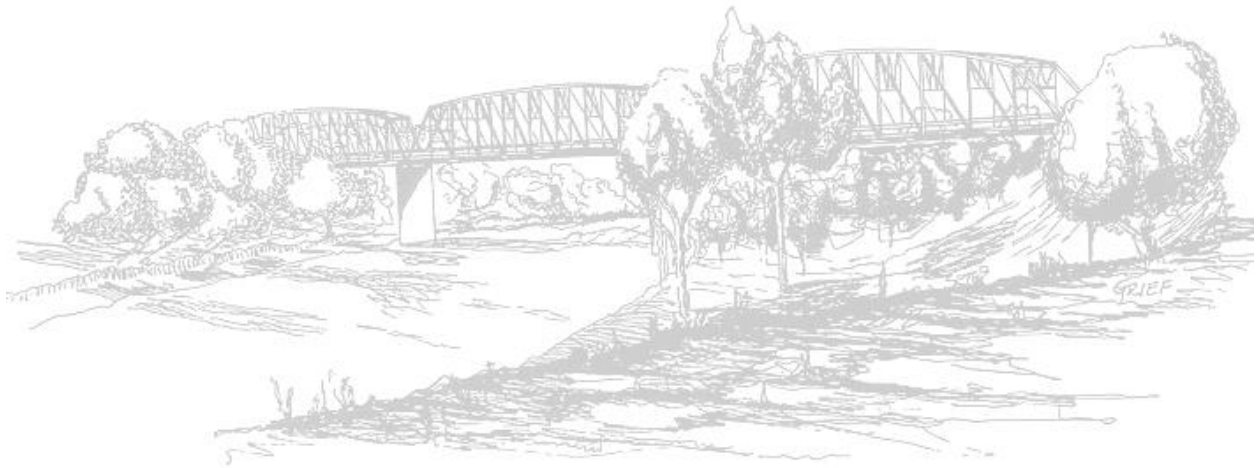
Additionally, they reviewed the developer's request to have the impact fees waived. The recommendation from the commission was to extend the grace period from 12 months to 18 months instead of waiving the fees, this was recommended by a vote of 5-2.

STAFF RECOMMENDATION:

Hold public hearing and consider action to approve the first reading and move to include on the October 24, 2023, Regular Agenda for second reading.

ATTACHMENTS:

- Attachment 1: Memo Staff Report for Reed Ranch Zoning Concept Scheme - PDD
- Attachment 2: Ordinance No. 2023-35
- Attachment 3: Updated plans showing no connection at Jessica Place



To: Sylvia Carrillo, City Manager
From: ___ Planning & Development
Date: October 5, 2023
Subject: Reed Ranch PDD



=====

ITEM DETAILS:

Site Address: 615 W Highway 71, Bastrop TX
Total Acreage: 24.462 acres
Acreage Rezoned: 24.462 acres
Legal Description: 24.462 acres out of the No. 98 Nancy Blakey Survey

Property Owner: Charles G. Rosanky Family Trust
Agent Contact: Charley Dorsaneo / Drenner Group

Existing Use: Vacant/Undeveloped
Existing Zoning: P2 Rural
Proposed Zoning: Planned Development District, P4 Core Base Zoning
Character District: Cattleman's
Future Land Use: Transitional Residential

BACKGROUND:

The applicant has applied for a Zoning Concept Scheme for Reed Ranch (Attachment 4). The proposal is to place a Planned Development District (PDD) with a P4 Mix base zoning to appropriately incorporate multi-family housing which coincides with Transitional Residential as defined by our Future Land Use plan.

After initial recommendation and listening to public comment, the developer has revised the associated documents to address the public concerns as follows:

- The units adjacent to the existing residential neighborhood, Bastrop Grove, be limited to a maximum height of 2 stories.
- The connection to Jessica Place be eliminated.
- The units on the west side of the development be allowed a maximum of 4 stories.
- The setbacks along the portion of the development that abuts the residential neighborhood be relieved of the B3 requirements.
- The development will have increased landscaping in the setback.

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

Place Type 4 – Mix is defined in the code as:

“More intense Building Types that provide more lifestyle choices. It provides for a mix of Residential Building Types. Commercial and Office uses are allowed in this

District only in House form Structures. Because P4 is a transition area, the Street Types consists of multimodal Streets, but are primarily Residential urban fabric.”

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

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

Infrastructure	Available (Y/N)	Proposed
Water	Y	Line Extensions
Wastewater	Y	Line Extensions
Drainage	Y	Storm sewer, detention pond
Transportation	Y	Extension, private drive, widening
Parks and Open Space	Y	Pond with Trails

Drainage

A Zoning Concept Scheme must be accompanied by a Conceptual Drainage Plan to ensure that the proposed development is feasible. A Conceptual Drainage Plan has been reviewed and approved by the City Engineer. The site includes one central location for detention in the natural flow of the land in the southeast corner of the tract. The maximum impervious cover allowed in Place Type 4 is 70%. This development proposes 62.9%.

Utilities

Wastewater and water service (domestic and fire) will be provided the City of Bastrop via line extensions from existing infrastructure located on Settlement Drive. These lines will be designed according to the City’s construction standards, as well as the Texas Commission on Environmental Quality’s (TCEQ) requirements. The line sizes for capacity and service are 8” for water and 6” for wastewater.

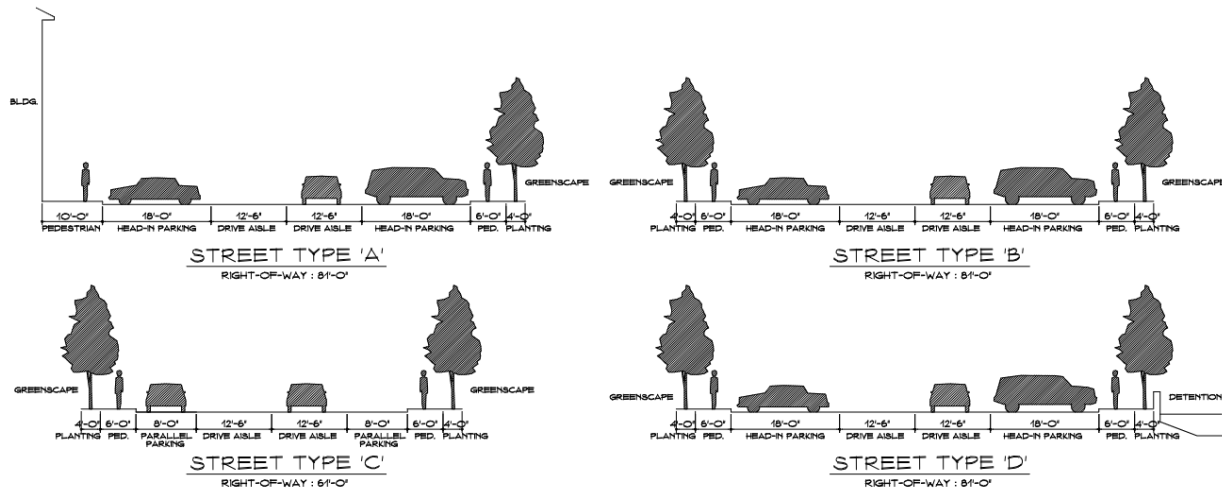
Electric service provided by Bluebonnet Electric.

Gas will be provided by Center Point Energy.

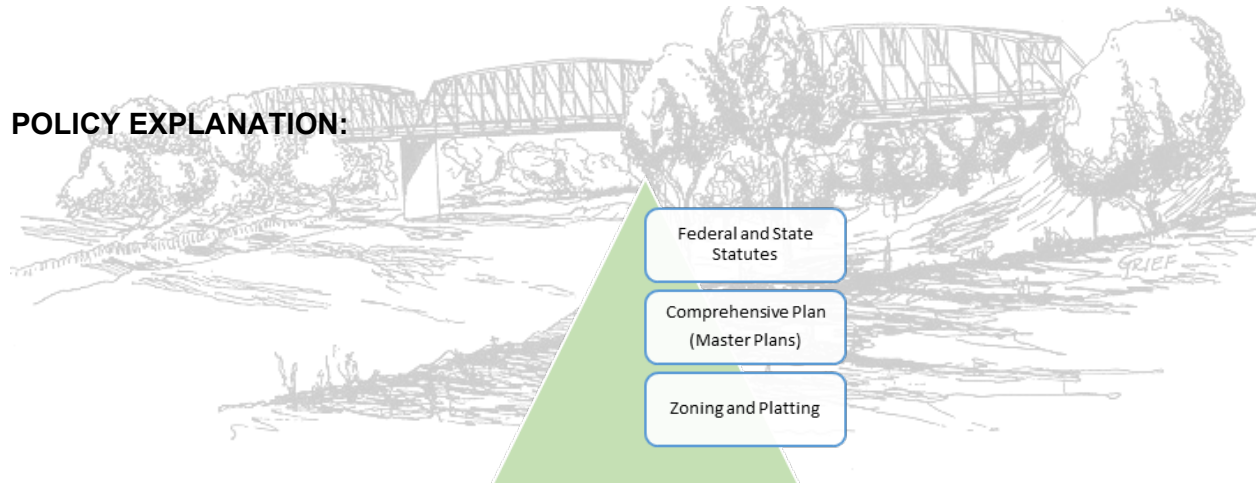
Traffic Impact and Streets

This zoning concept plan creates a series of internal private drives, connection between Settlement Road and Jessica Place, includes Right of Way dedication for an extension of Blakey Lane eastward, and creating a new street between Old Austin Highway and Blakey Lane. A private drive resembling a typical city street will run amidst the development, stretching from Settlement Road to Jessica Place. This drive will be adorned with trees, sidewalks, and construction adhering to standard guidelines, complete with appropriate lighting. Moreover, it seamlessly aligns with the master transportation plan, ensuring effective connectivity. The main access points to the development will be off Blakey Lane and future connection to Old Austin Highway. The proposed standard street cross sections being used in the design are cross sections A, B, C, and D. The street design will follow the B3 Code, Section 7.3 for design and layout. A Traffic Impact Analysis Threshold Worksheet has been conducted and completed on behalf of the Drenner Group. The TIA shows a total of 627 units with an Average Daily Trip Rate

of 6.74 and 4226 Average Daily Trips. The peak hours will be in the afternoon/evening totaling 320 trips per hour. Staff will continue to develop private street standards that meet or exceed the industry standards along with easements needed for public infrastructure.



POLICY EXPLANATION:



Texas Local Government Code

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

Zoning Change signs were visibly placed in the front of the property and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality

had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

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

Notice of the meeting was posted at least 72 hours in advance.

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

(1) the area of the lots or land covered by the proposed change; or

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

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

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

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

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

At least 5 members of the Planning & Zoning Commission must vote to make an official recommendation to the City Council. Failure to reach five vote means no official recommendation can be forwarded, but this does not impact the City Council's vote requirement to approve or deny the request.

Compliance with 2036 Comprehensive Plan:

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

amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more.

Representative land uses that are appropriate in Transitional Residential include multifamily apartments which are proposed within Reed Ranch.

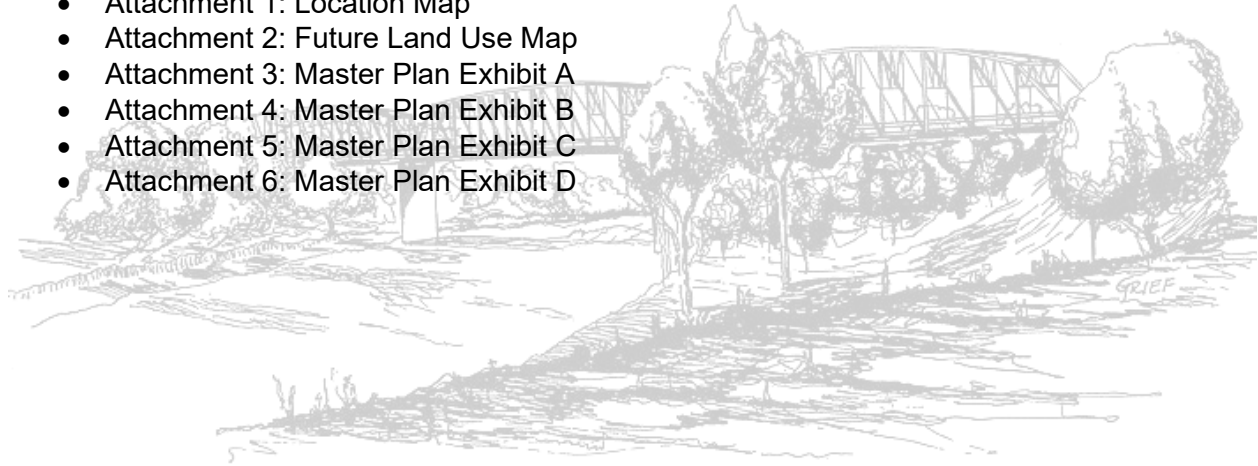
RECOMMENDATION:

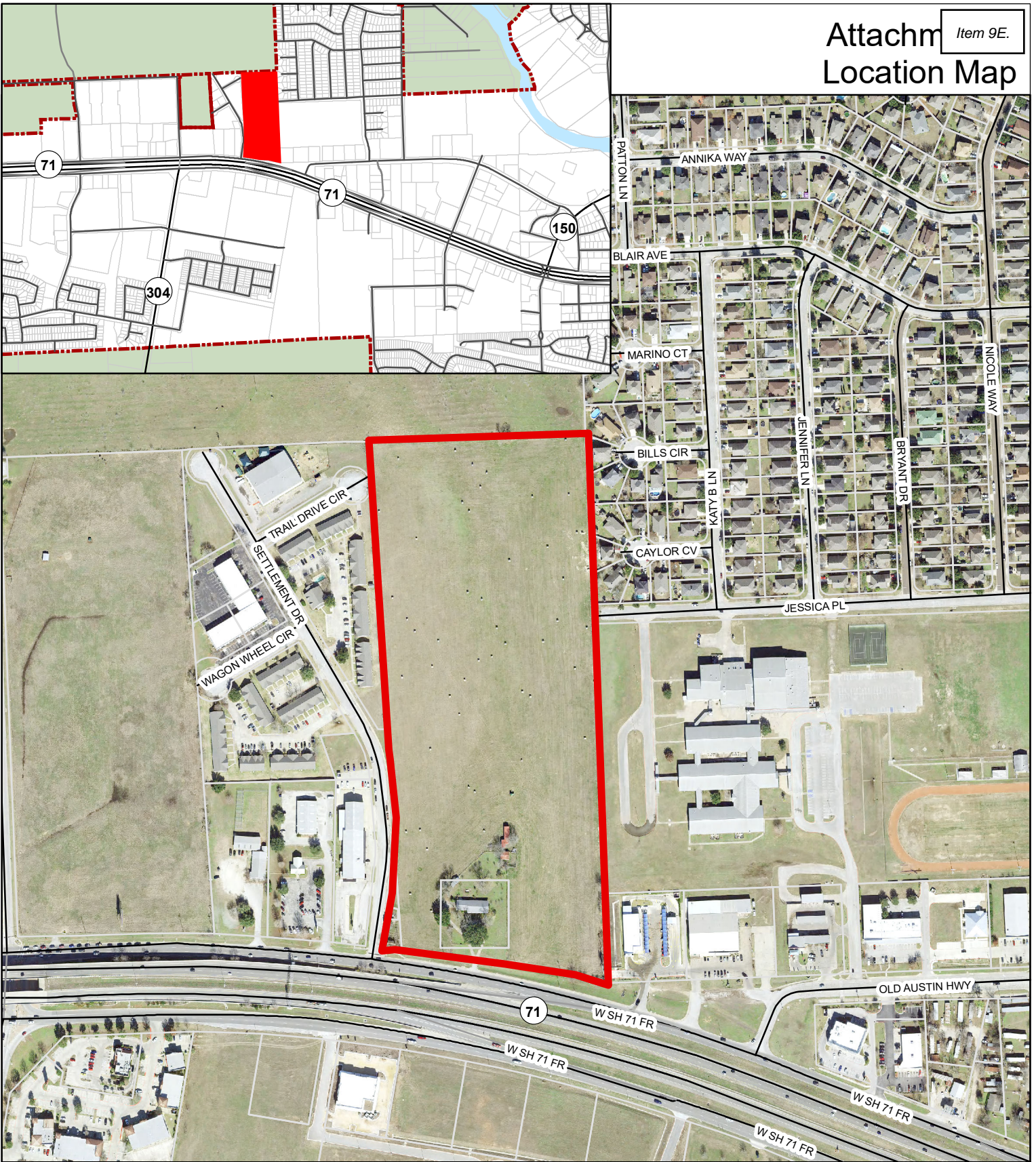
The applicant has applied for a Zoning Concept Scheme for Reed Ranch (Attachment 4). The proposal is to place a Planned Development District (PDD) with a P4 Mix base zoning to appropriately incorporate multi-family housing which coincides with Transitional Residential as defined by our Future Land Use plan.

Staff will continue to develop private street standards that meet or exceed the industry standards along with easements needed for public infrastructure.

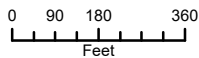
ATTACHMENTS:

- Attachment 1: Location Map
- Attachment 2: Future Land Use Map
- Attachment 3: Master Plan Exhibit A
- Attachment 4: Master Plan Exhibit B
- Attachment 5: Master Plan Exhibit C
- Attachment 6: Master Plan Exhibit D





Reed Ranch Property Location Map



1 inch = 400 feet



Date: 10/4/2023

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

ZONING CONCEPT PLANS FOR REED RANCH 615 SH 71 W BASTROP TX, 78602

OWNER

ROSANKY, CHARLES G
FAMILY TRUST
615 HWY 71 W
BASTROP, TX 78602

DEVELOPER

HOLT LUNSFORD HOLDINGS
5950 BERKSHIRE LANE, SUITE 900
DALLAS, TX 75225

ARCHITECT

ARCHON CORPORATION
210 N. PARK BLVD, SUITE 100
GRAPEVINE, TX 76051

ENGINEER

HOLLIS SCHEFFLER, P.E.
8701 N. MOPAC EXPY, SUITE 320
AUSTIN, TEXAS 78759
PHONE: (512) 485-0831

SURVEYOR

MICHAEL JACK NEEDHAM
8701 N. MOPAC EXPY, SUITE 320
AUSTIN, TEXAS 78759
PHONE: (512) 485-0831



LEGAL DESCRIPTION:

A98 BLAKEY, NANCY, ACRES 23.0400



VICINITY MAP
(1"=2000')

PROJECT ZONING: P-2

PROJECT ADDRESS: 615 SH 71 W

SUBMITTAL DATE: JULY 10, 2032

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	PEDESTRIAN SHED
3	PD SITE PLAN
4	LOT AND BLOCK LAYOUT
5	EXISTING DRAINAGE AREA MAP
6	PROPOSED DRAINAGE AREA MAP
7	UTILITY PLAN 1 OF 2
8	UTILITY PLAN 2 OF 2

REVISIONS	
NO.	DESCRIPTION

**REED RANCH
615 SH 71 W
BASTROP TX, 78602
COVER**

PRELIMINARY
NOT FOR CONSTRUCTION
THIS DOCUMENT IS FOR THE
PURPOSE OF SCHEMATIC REVIEW ONLY
AND IS NOT INTENDED FOR PERMITTING,
BIDDING, OR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT
SUPERVISION AND SEAL OF ARCHITECT, P.E. TEXAS
REGISTRATION NO. 150646.
DATE: xx/xx/xxxx

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

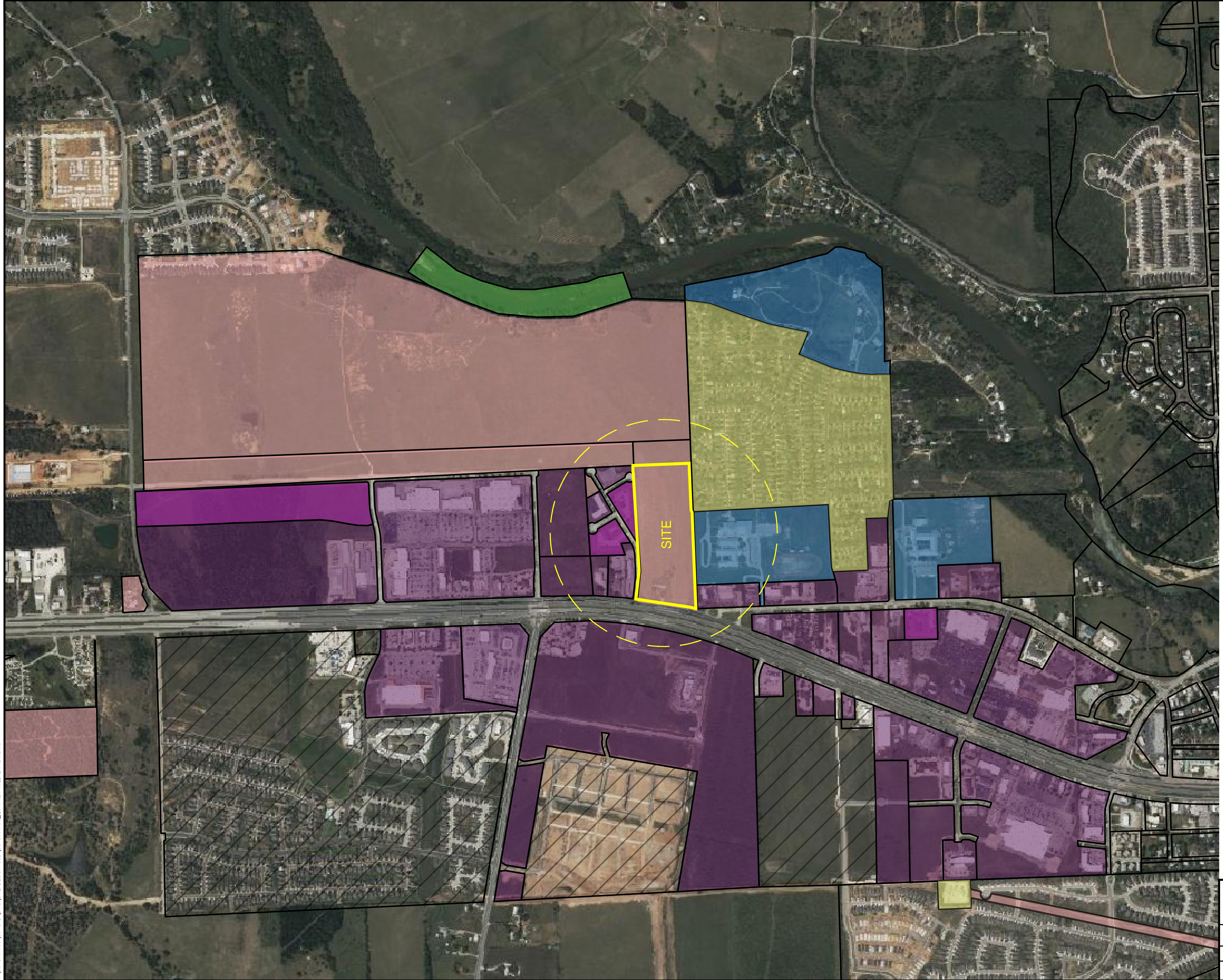
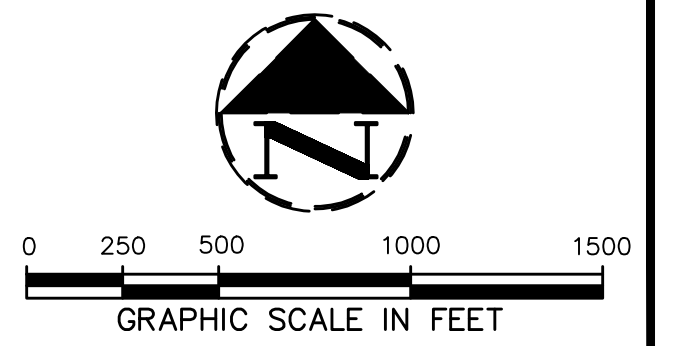
SHEET NO.
1

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Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320
Toll Free (888) 937-5150 Austin, TX 78759
westwoodps.com

Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. LS-10074301



P2	P3	P4	CIVIC	P5	TOTAL
30.40%	12.35%	4.90%	14.68%	24.58%	86.91%

- PLANNED DEVELOPMENT
- NATURE
- CIVIC SPACE
- RURAL
- NEIGHBORHOOD
- MIX
- CORE

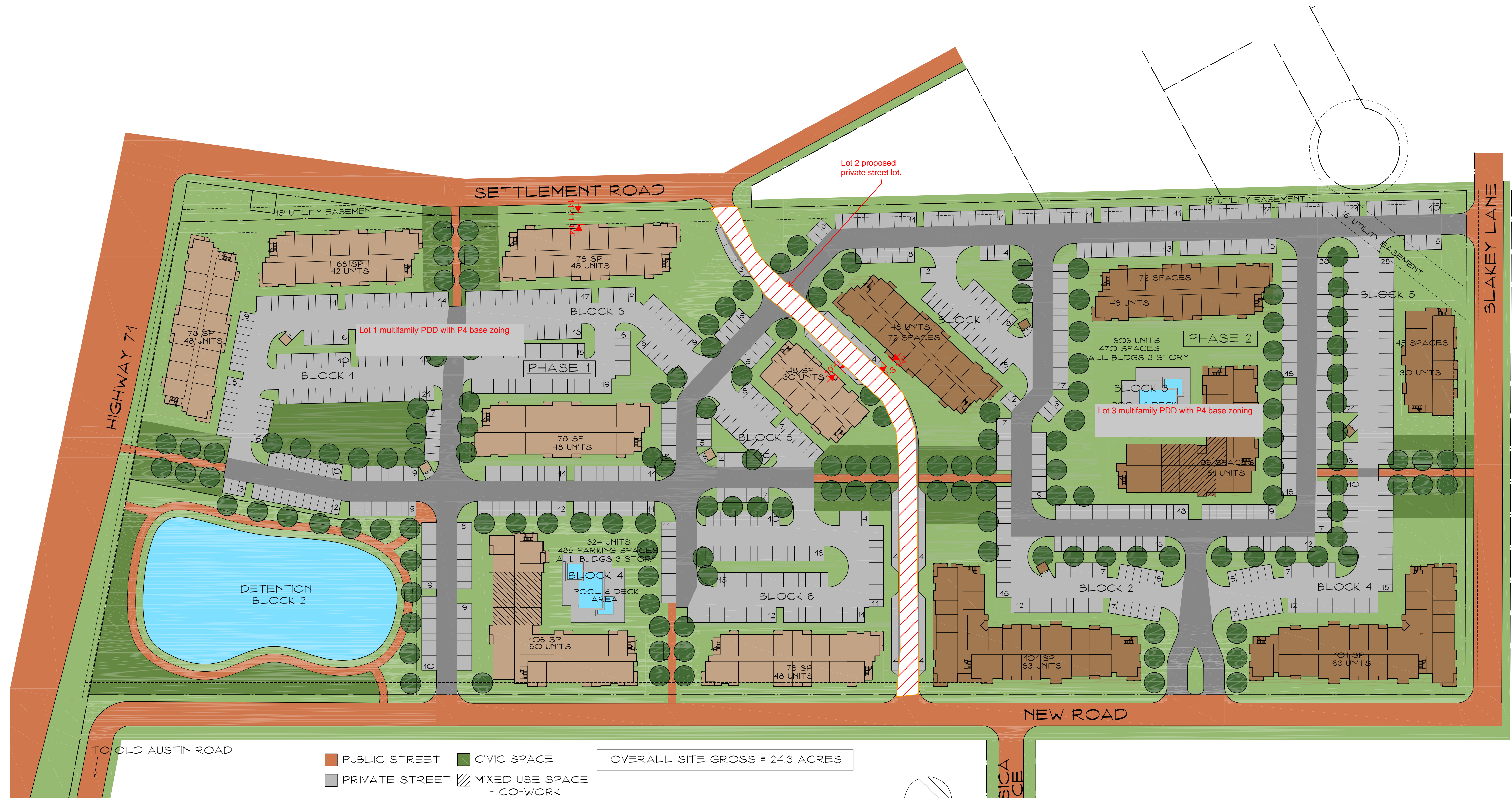
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TYPE FIRM REGISTRATION NO. F-11756
 TBPLS FIRM REGISTRATION NO. LS-10074301

PROPOSED PEDESTRIAN SHED (1/4 MILE)

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
NP	NP	5/31/2023	1"=500'			EXHB

NP09027
 6/21/2023 3:27 PM
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 DATE: 10 JUL 23

COLORED CONCEPT PD SITE PLAN

PROJECT NAME: REED RANCH
 ACERAGE: 24.3 A.
 DATE: 10 JUL 23

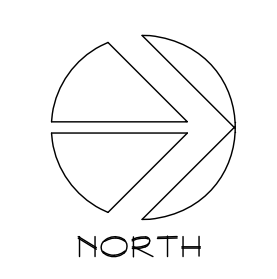
SCALE: 1" = 60'-0"

ARCHON CORPORATION
 ARCHITECTS / PLANNERS
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 SUITE 100 - GRAPEVINE, TX
 76051 214/526-0731



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■ PUBLIC STREET
 ■ PRIVATE STREET

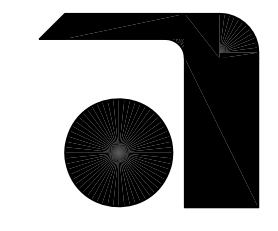
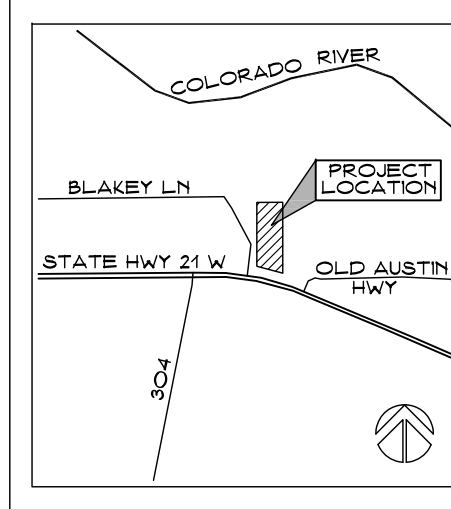


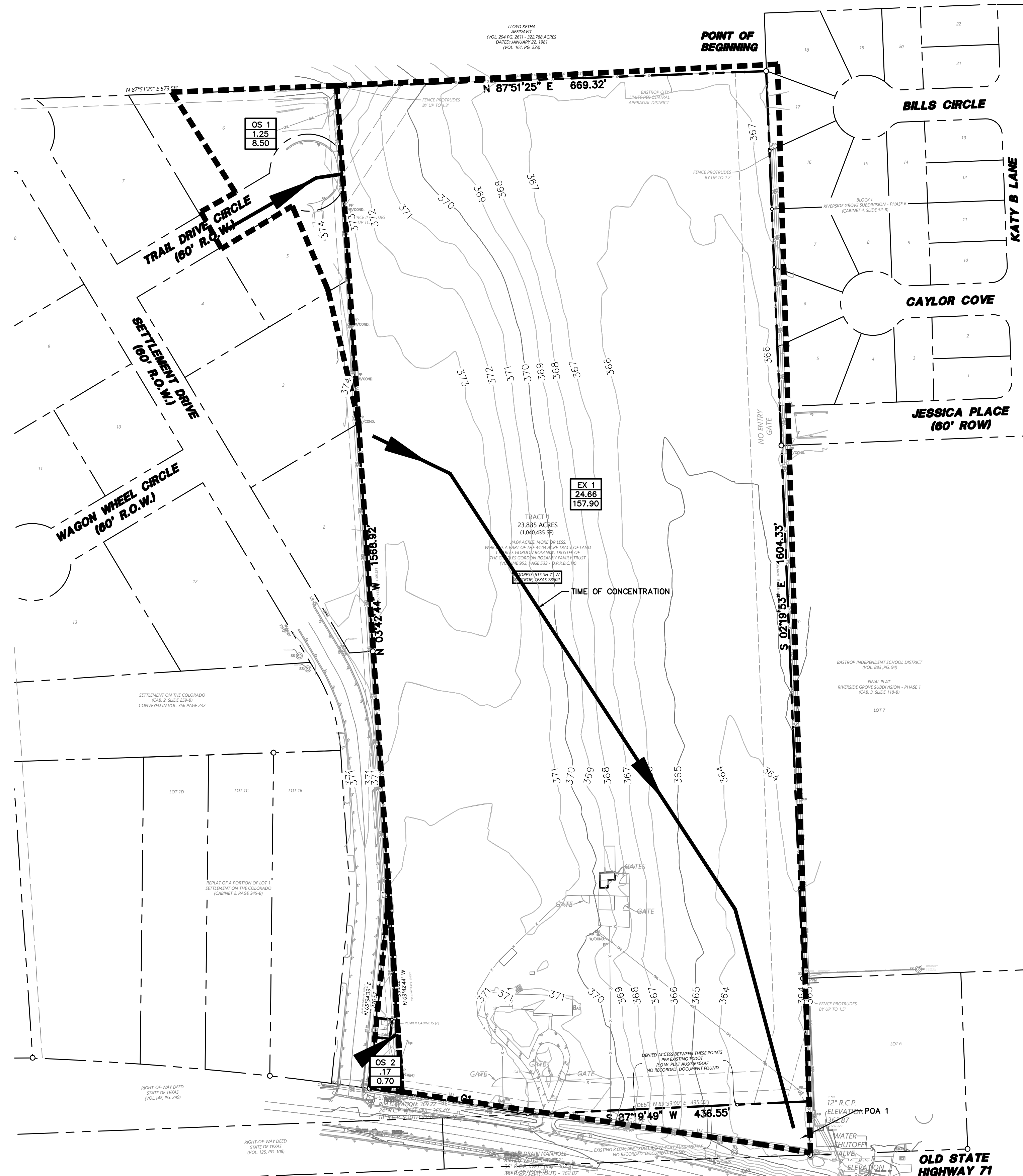
LOT/BLOCK PLAN

PROJECT NAME: REED RANCH
 ACERAGE: 24.3 A.
 DATE: 10 JUL 23

0 10 30 60 120
 SCALE: 1" = 60'-0"

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SHEET FLOW										SHALLOW CONCENTRATED FLOW					CHANNEL FLOW						
DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T _{sheet} (min)	Length (ft)	Slope (ft/ft)	Surface Type	Velocity (ft/s)	K	T _{shallow} (min)	Length (ft)	Slope (ft/ft)	Type	K (ft)	Velocity (ft/s)	T _{channel} (min)	T _c (min)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	0.01	UNPAVED	1.61	16.13	1.55	0.00	0.01	36" RCP	94.36	9.44	0.00	13.43
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	0.01	UNPAVED	1.61	16.13	0.00	0.00	0.01	36" RCP	94.36	9.44	0.00	32.22
EX 1	EX 1	24.66	50.00	0.01	SHORT GRASS PRAIRIE	0.31	0.15	2.67	990.00	0.03	UNPAVED	2.79	16.13	5.90	0.00	0.01	36" RCP	94.36	9.44	0.00	8.58

HEC-HMS SUMMARY: EXISTING CONDITIONS

Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Impervious Cover %	2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM	
					Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)
OS 1	1.25	61	8.06	34.64%	2.50	5.50	6.10	8.50				
OS 1	1.25	61	19.33	0.00%	0.10	0.40	0.50	0.70				
EX 1	24.66	61	5.15	1.32%	27.40	86.20	103.80	157.90				
POA 1					27.40	86.20	103.80	157.90				

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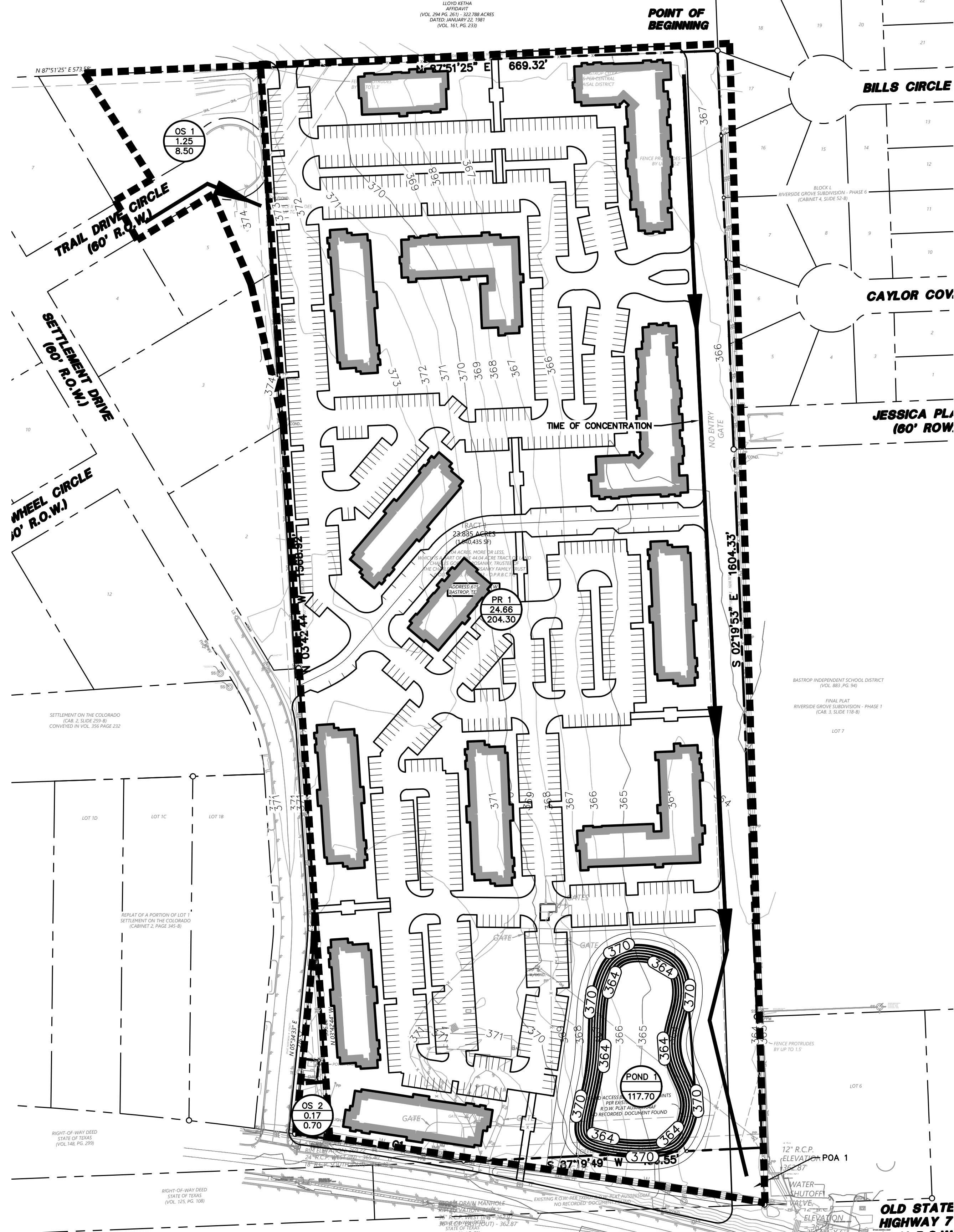
NO.	DATE	BY	DESCRIPTION

REED RANCH
615 SH 71 W
BASTROP TX, 78602
EXISTING DRAINAGE AREA MAP

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 PLANS PREPARED UNDER THE DIRECT
 REGISTRATION NO. 135049.
 DATE: xx/xx/xxxx

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO. **5**



0 50 100 200 300
 GRAPHIC SCALE IN FEET
 1"=100'
LEGEND

BL	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
PH	FIRE HYDRANT
CS	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TE	TELEPHONE BOX
FL	FLOOD LIGHT
FP	FLAG POLE
TS	TRAFFIC SIGN
PL	PROPERTY LINE
---	FENCE
- - -	EXISTING CONTOUR
---	613
---	PROPOSED CONTOUR
---	DRAINAGE FLOW DIRECTION
---	100-YR FLOODPLAIN LIMITS
---	DRAINAGE DIVIDE
U 8	PROPOSED DRAINAGE AREA ID
1.00	AREA IN ACRES
7.99	Q ₁₀₀ IN CUBIC FEET PER SECOND

DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW								
			Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T _{sheet} (min)	Length (ft)	Slope (ft/ft)	Surface Type	Velocity (ft/s)	K	T _{shallow} (min)	Length (ft)	Slope (ft/ft)	Type	K (ft)	Velocity (ft/s)	T _{channel} (min)	T _c (min)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	0.01	UNPAVED	1.61	16.13	1.55	0.00	0.01	36" RCP	94.36	9.44	0.00	13.43
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	0.01	UNPAVED	1.61	16.13	0.00	0.00	0.01	36" RCP	94.36	9.44	0.00	32.22
PR 1	PR 1	24.66	50.00	0.01	ASPHALT	1.87	0.02	0.45	990.00	0.03	PAVED	3.52	20.33	4.69	0.00	0.01	36" RCP	94.36	9.44	0.00	5.13

HEC-HMS SUMMARY: DEVELOPED CONDITIONS

Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Cumulative Area (ac)	Impervious Cover %	2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM	
						Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)
OS1	1.25	61	8.06	34.64		2.50		5.50		6.10		8.50	
OS2	0.17	61	19.33	0.00		0.10		0.40		0.50		0.70	
PR1	24.66	61	3.08	62.90		78.00		149.00		155.70		204.30	
POND 1							27.20		82.50		91.00		117.70
POA 1						27.20		82.50		91.00		117.70	

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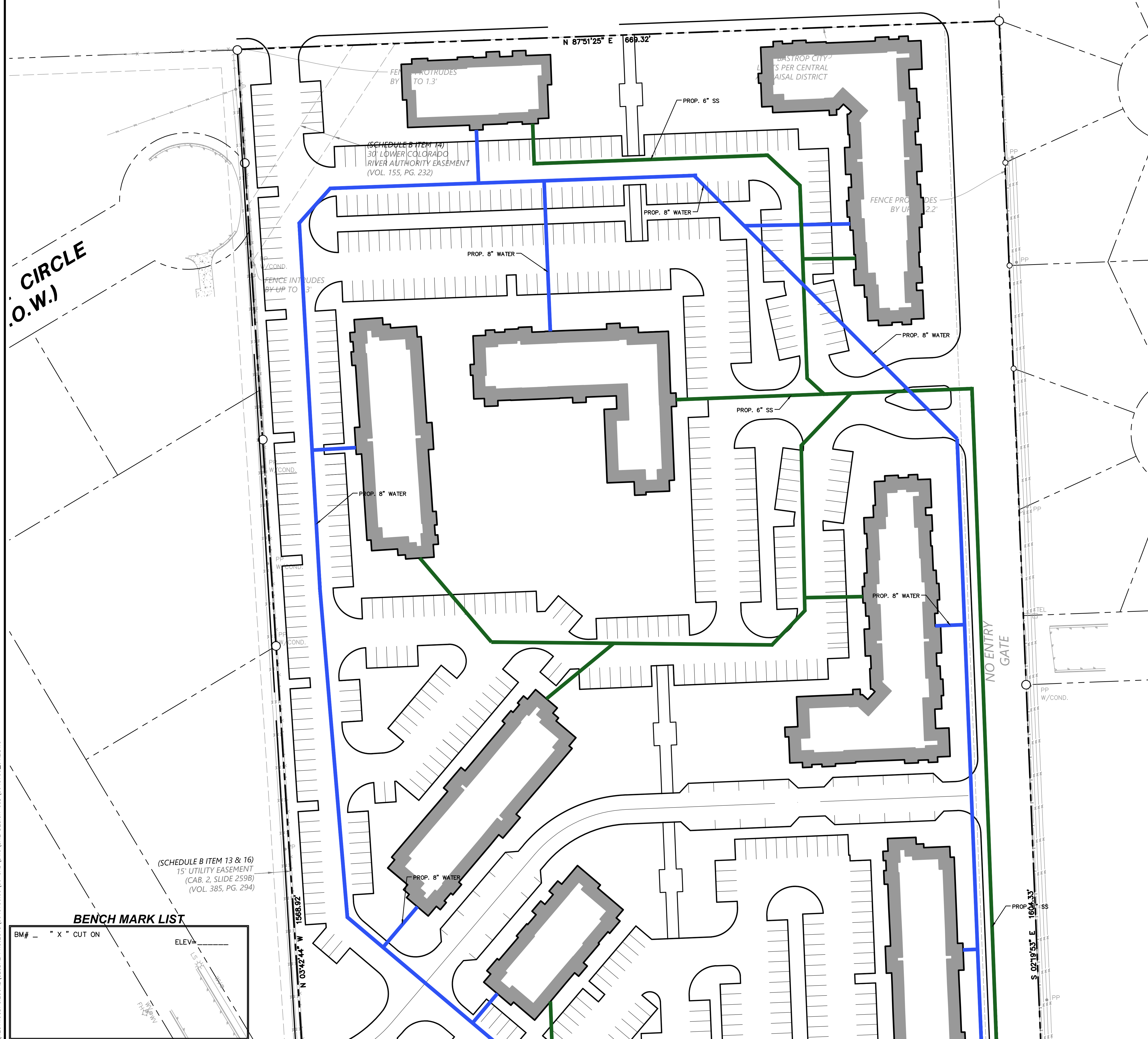
NO.	DATE	DESCRIPTION

REED RANCH
615 SH 71 W
BASTROP TX, 78602
PROPOSED DRAINAGE AREA MAP

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 DATE: 07/10/2023

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO. **6**



0 20 40 80 120
GRAPHIC SCALE IN FEET
1"=40'

LEGEND

EM	BOLLARD
EP	ELECTRIC METER
LS	POWER POLE
LS*	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
CO	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TE	TELEPHONE BOX
FL	FLOOD LIGHT
TR	TRAFFIC SIGN
IRS	1/2-INCH IRON ROD
(C.M.)	W/"PACHECO KOCH" CAP SET
X	CONTROLLING MONUMENT
DHL	PROPERTY LINE
---	FENCE
---	OVERHEAD UTILITY LINE
---	UNDERGROUND ELECTRIC LINE
---	UNDERGROUND TELEPHONE LINE
---	UNDERGROUND CABLE LINE
---	UNDERGROUND WATER LINE
---	UNDERGROUND SANITARY SEWER LINE
---	PROP. FDC LOCATION
---	PROP. WATER VALVE
---	PROP. FIRE HYDRANT
---	PROP. WATER LINE W/ BEND
---	PROP. SANITARY SEWER LINE
---	PROP. SANITARY SEWER MANHOLE
---	PROP. SANITARY SEWER CLEANOUT

- WATER & SANITARY SEWER GENERAL NOTES**
- ALL CONCRETE SHALL BE CLASS "A" (3000 PSI), UNLESS OTHERWISE NOTED.
 - ALL WATER MAINS SHALL BE PVC C900, DR 18, CLASS 215, FIRE PROTECTION SERVICES SHALL BE PVC C900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR.
 - WATER AND SANITARY SEWER SERVICES SHALL MEET PLUMBING CODE REQUIREMENTS.
 - ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED.
 - SANITARY SEWER PIPE SHALL BE PVC SDR-35.
 - WHEN WATER AND SANITARY SEWER MAINS, SERVICES, AND LATERALS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN NINE FEET IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES, WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING TCEG CHAPTERS SHALL APPLY:
 - TCEG CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES.
 - TCEG CHAPTER 290.44 WATER DISTRIBUTION, SECTION (e) LOCATION OF WATERLINES.
 - CONTRACTOR TO VERIFY ALL EXISTING SEWER FLOW LINES BEFORE BEGINNING CONSTRUCTION.
 - CONTRACTOR SHALL TIE A ONE INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING EXPOSED AFTER BACKFILL. AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB OR ALLEY IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
 - ALL SANITARY SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
 - THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AFTER THE PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TIED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS."
 - ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS.
 - TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
 - EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
 - VALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24"x24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE.
 - CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION.
 - IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.

CIRCLE
(O.W.)

(SCHEDULE B ITEM 13 & 16)
15' UTILITY EASEMENT
(CAB. 2, SLIDE 259B)
(VOL. 385, PG. 294)

BENCH MARK LIST

BM#	" X " CUT ON	ELEV.

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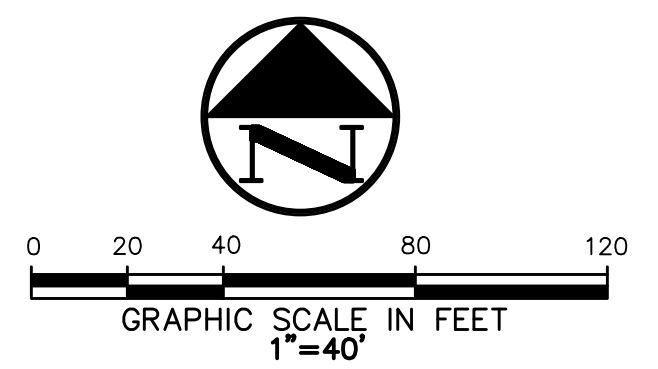
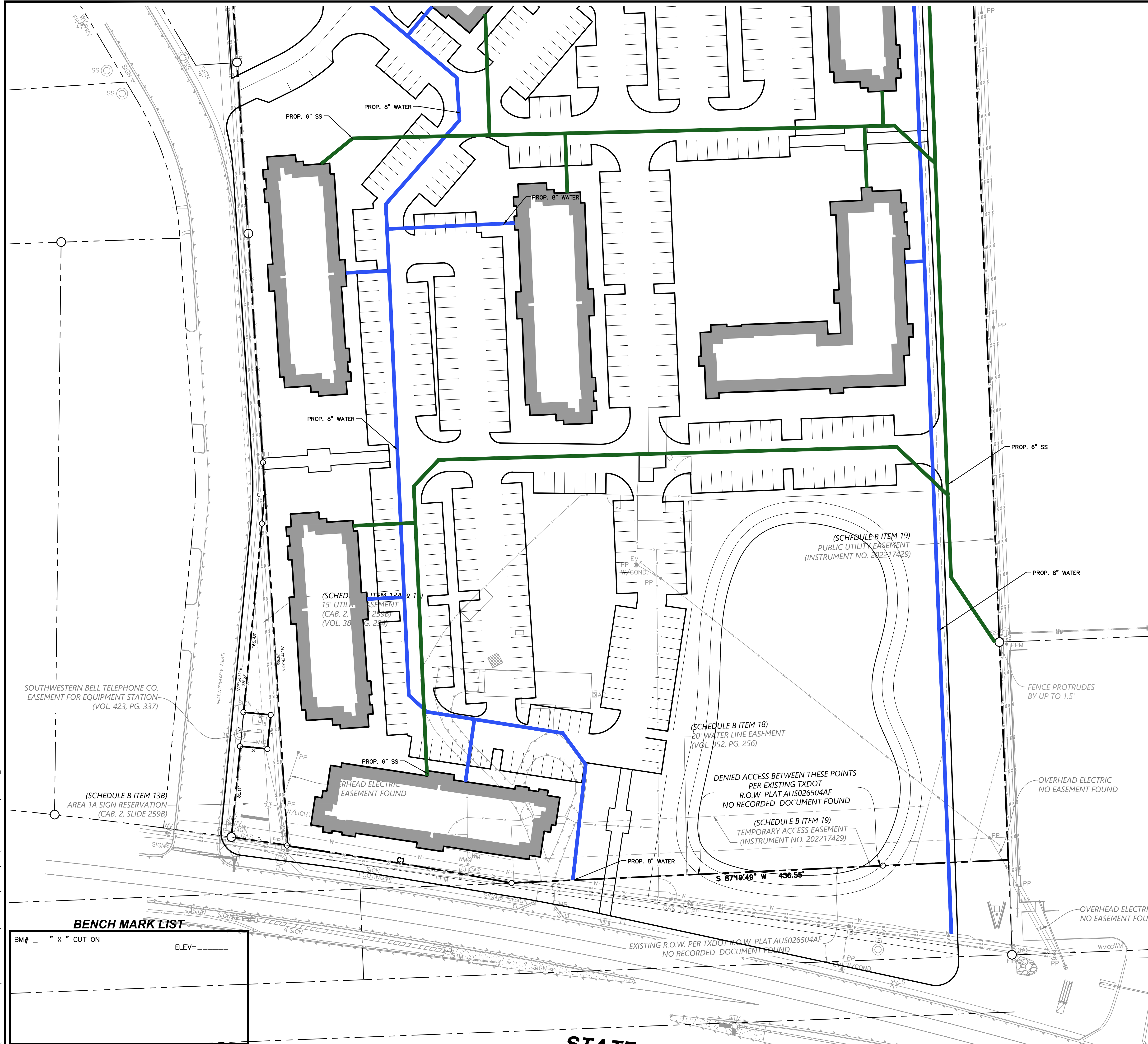
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TBPB FIRM REGISTRATION NO. LS-100080-00

NO.	DATE	DESCRIPTION

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615 SH 71 W
BASTROP TX, 78602

UTILITY PLAN 1 OF 2

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023
SHEET NO. 7		
7 OF 8		



LEGEND

EM	BOLLARD
PP	ELECTRIC METER
LS	POWER POLE
LS*	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FM	FIRE HYDRANT
CO	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
FT	FLAG POLE
SIG	TRAFFIC SIGN
IRS	1/2-INCH IRON ROD
(C.M.)	W/PACHECO KOCH" CAP SET
X	CONTROLLING MONUMENT
DHL	PROPERTY LINE
---	FENCE
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---	UNDERGROUND CABLE LINE
---	UNDERGROUND WATER LINE
---	UNDERGROUND SANITARY SEWER LINE
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---	PROP. FIRE HYDRANT
---	PROP. WATER LINE W/ BEND
---	PROP. SANITARY SEWER LINE
---	PROP. SANITARY SEWER MANHOLE
---	PROP. SANITARY SEWER CLEANOUT

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 TBPLS FIRM REGISTRATION NO. LS-10080-00

NO.	DATE	DESCRIPTION

REED RANCH
615 SH 71 W
BASTROP TX, 78602
UTILITY PLAN 2 OF 2

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

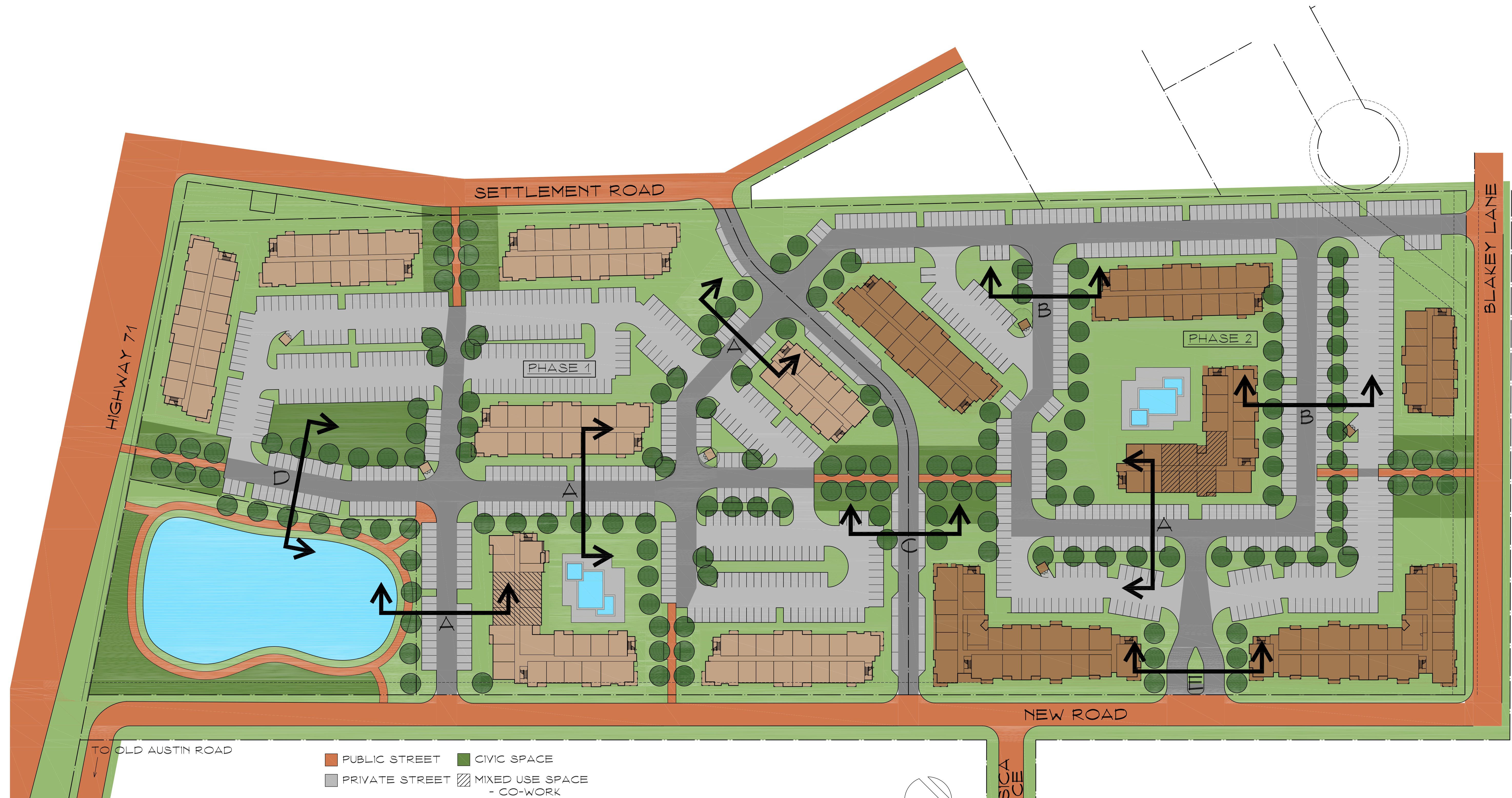
SHEET NO. **8**
 8 OF 8

7/10/2023 1:44 PM
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 JWHITTER

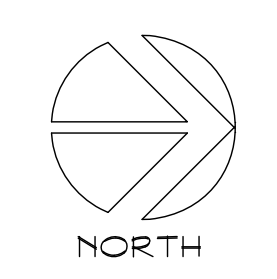
Exhibit C – Warrant List

B3 Code Section	Description	Development Issue	Proposed Alternative & Reasoning
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Dedication requirement does not permit developer to manage and maintain streets.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.
7.2.003	Street right-of-way . . . must be dedicated		
7.3.004	Traffic Lanes: Two lanes at 10 feet each Parking Lanes: Both sides parallel at 8 feet, marked	Complying with health/safety codes requires lanes to be wider. Only parallel parking does not allow for a financially feasible amount of parking spaces.	Permitting 12.5’ lanes such that the street can meet fire lane requirements meets the intent of the code and is fiscally sustainable. Allowing for head-in parking to be 18’ is fiscally sustainable.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic Space, may be counted toward the 10% Civic Place Type allocations requirement by warrant.	Drainage requires a large portion of the project to be a pond. Not allocating this space toward the Civic Space requirement makes project fiscally infeasible.	An amenitized wet pond with a trail meets the intent of code, is fiscally sustainable, and authentically Bastrop.
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show dead-end streets. Rather, internal drives culminate into left and right parking aisles for buildings or walkway plazas in line with 5.2.002(d).	For avoidance of doubt, internal drives culminating into 20’ walkway easement places as generally shown in the Conceptual PD Master Plan meets the intent of code.
5.2.002	Preferred block size is 330’ by 330’ and max block perimeter of 1,320’	Drainage block is large due to odd shape of site and need for a large pond. Treating private streets/driveways as block boundaries for this measurement results in an urban fabric of slow	Allowing for a single larger block complies with intent of code. Permitting private drives as shown on the Conceptual PD Master Plan is fiscally sustainable and meets the intent of code.

		streets, with the plazas acting as traffic calming devices.	
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three Building Types (not less than 20%) shall be required.	Proposed design elects only apartment buildings with amenity and civic spaces. A variety of building types is not fiscally sustainable.	As the project is unlikely to move forward if a variety of building types are required, allowing for a warrant is fiscally sustainable.
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Conceptual PD Master Plan generally meets build-to-line requirements of P4 but may not meet all façade buildout or lot coverage requirements. Specifically, the 60% buildout line is doable along the publicly dedicated streets but not interior privately owned and maintained streets.	Permitting lot occupation as shown in Conceptual PD Master Plan is fiscally sustainable.
7.5.002	Plazas not permitted in P4 and require a minimum size of ½ acres.	Walkway/paseos as shown on Conceptual PD Master Plan allow for improved site design/walkability.	Allowing warrant meets the intent of code in that it improves walkability.



- PUBLIC STREET
- CIVIC SPACE
- PRIVATE STREET
- MIXED USE SPACE
 - CO-WORK
 - FITNESS
 - POOL



ARCHITECT:
 GARY G. WOOD #12202
 PRELIMINARY - NOT TO BE USED FOR
 REGULATORY APPROVAL, PERMITTING,
 OR CONSTRUCTION
 DATE: 10 JUL 23

STREET TYPES

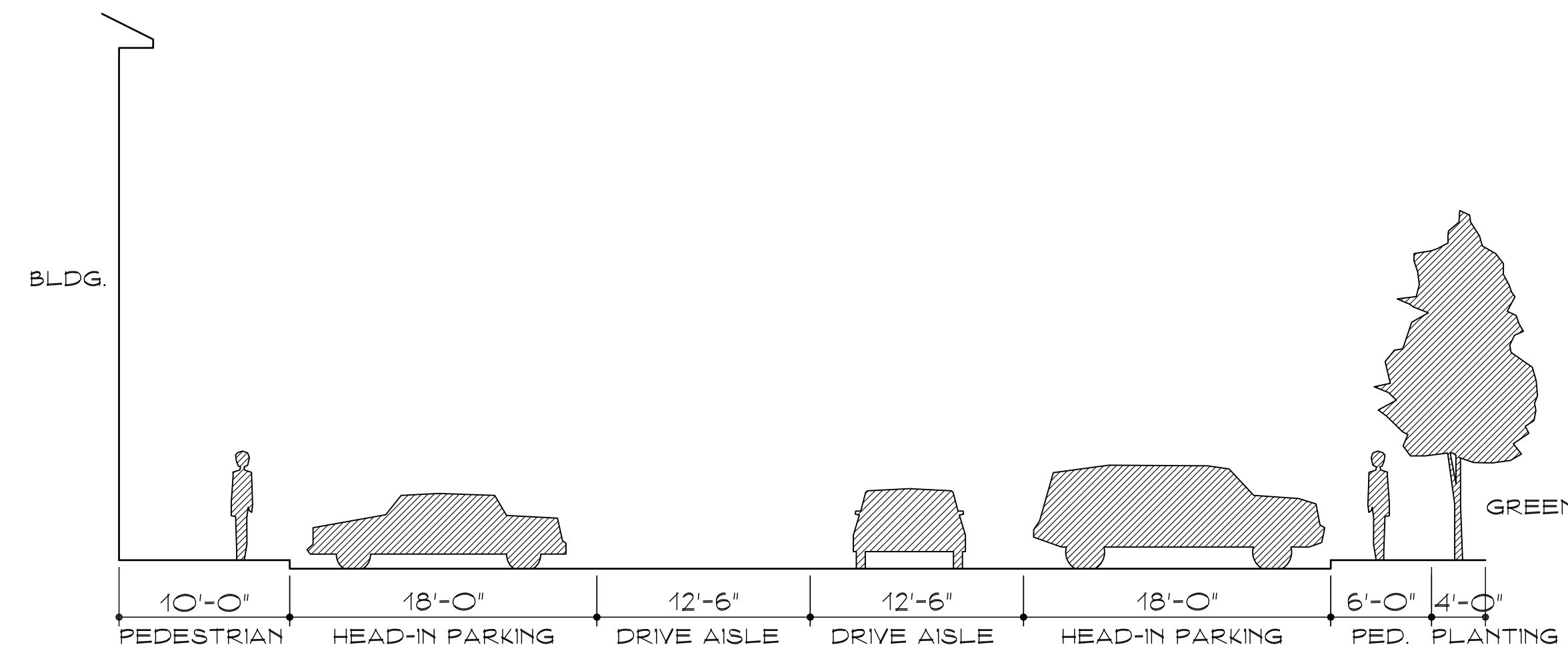
PROJECT NAME: REED RANCH

ACERAGE: 24.3 A.

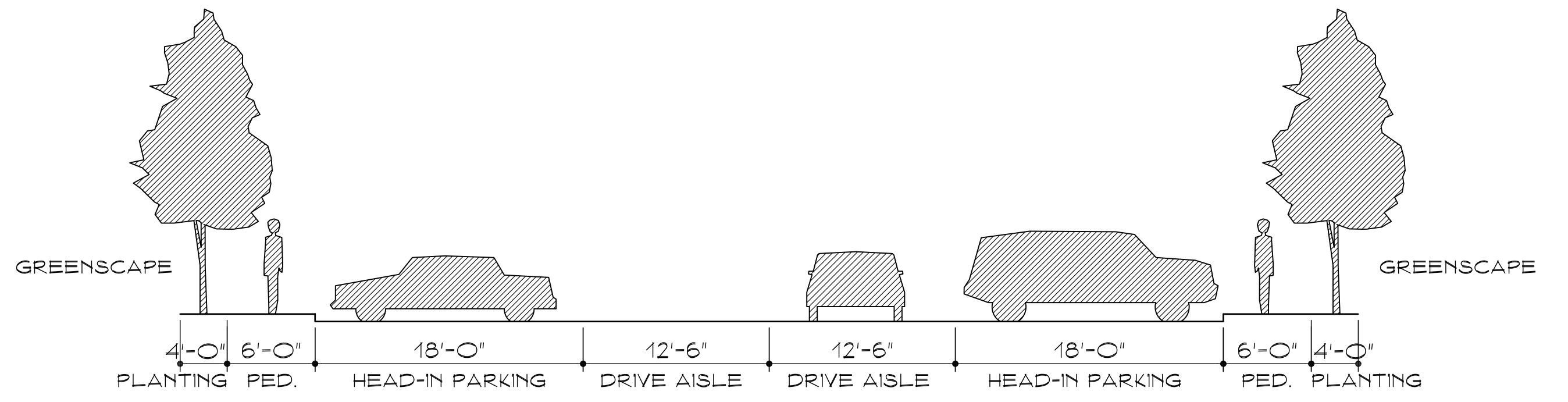
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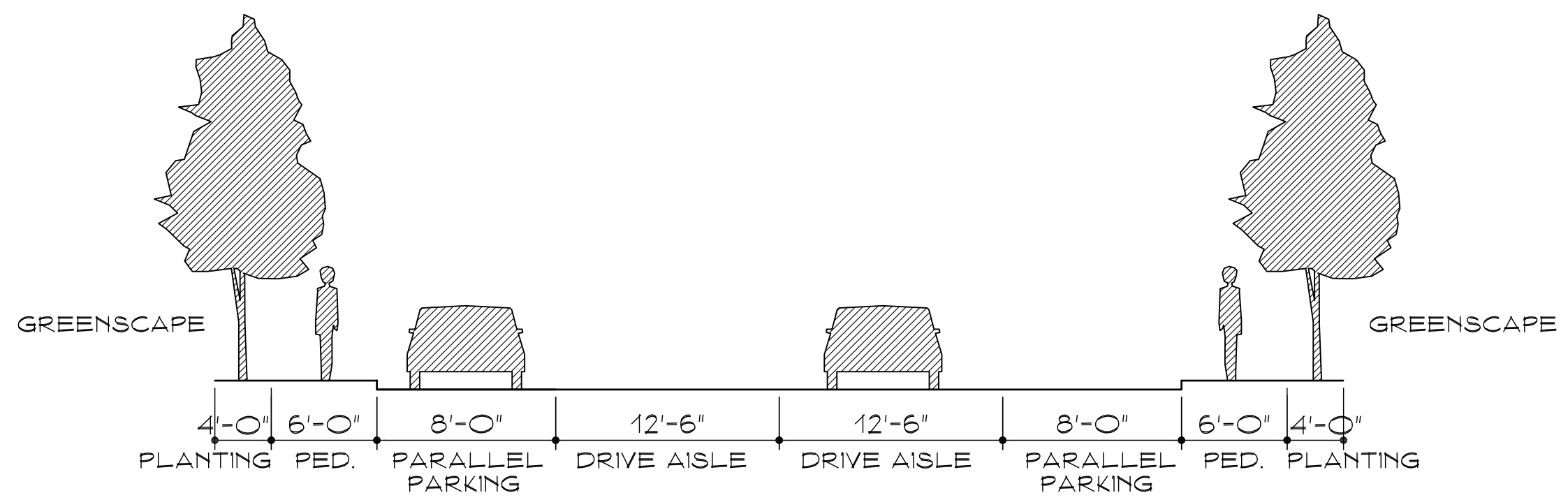
ARCHON CORPORATION
 ARCHITECTS / PLANNERS
 210 NORTH PARK BLVD.
 SUITE 100 - GRAPEVINE, TX
 76051 214/526-0731



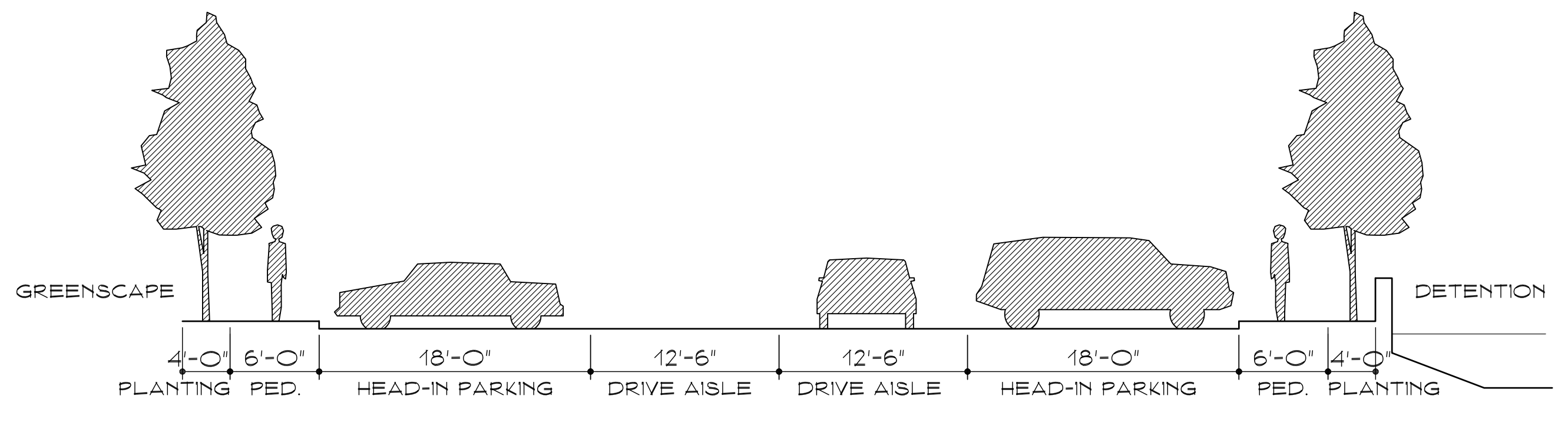
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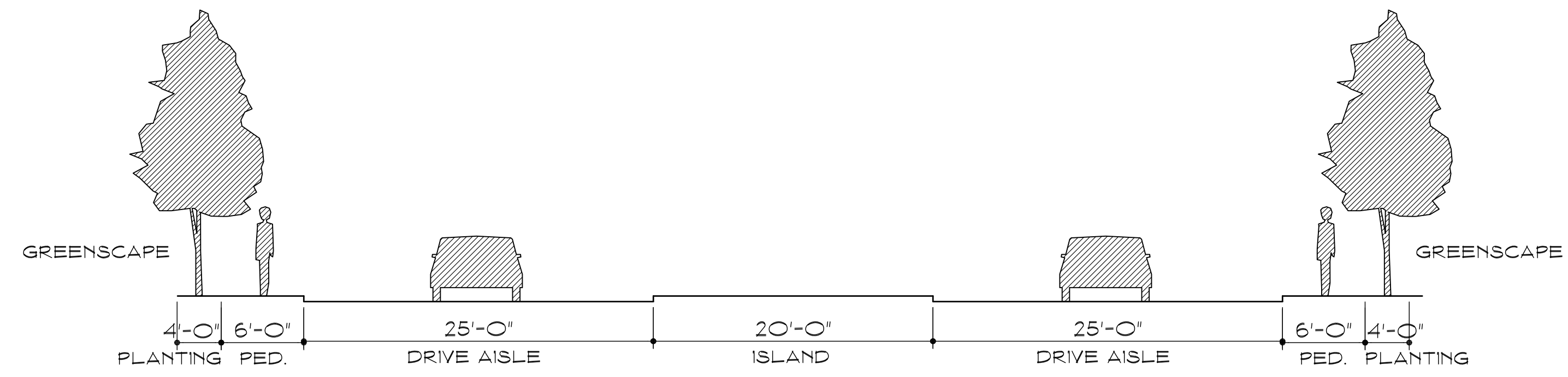
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RIGHT-OF-WAY : 81'-0"



STREET TYPE 'C'
RIGHT-OF-WAY : 61'-0"



STREET TYPE 'D'
RIGHT-OF-WAY : 81'-0"



STREET TYPE 'E'
RIGHT-OF-WAY : 110'-0"

ARCHITECT:
GARY G. WOOD #12202
PRELIMINARY - NOT TO BE USED FOR
REGULATORY APPROVAL, PERMITTING,
OR CONSTRUCTION
DATE: 10 JUL 23

STREET TYPES

PROJECT NAME: REED RANCH
ACERAGE: 24.3 A.
DATE: 10 JUL 23

SCALE : 1" = 60'-0"

ARCHON CORPORATION
ARCHITECTS / PLANNERS
210 NORTH PARK BLVD.
SUITE 100 - GRAPEVINE, TX
76051 214/526-0731

ORDINANCE 2023-35**ZONING CONCEPT SCHEME CHANGE
REED RANCH**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 24.462 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS REED RANCH FROM P2 RURAL TO PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, on or about July 26, 2023, Charley Dorsaneo submitted a request for zoning modifications for certain properties located at the northeast corner of State Highway 71 and Settlement Drive, within the city limits of Bastrop, Texas described as being 24.462 +/- acres of land out of the Nancy Blakey Survey Abstract 98 more commonly known as Reed Ranch (“Property”); and

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

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

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on October 5, 2023; and

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

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace, or order of the City and are necessary or proper for

carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is necessary and proper to enact this Ordinance.

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

- Section 1:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2:** The Property, a 24.462 +/- acres tract of land out of the Nancy Blakey Survey, Abstract 98, Bastrop County, Texas, more commonly known as Reed Ranch, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P2 Rural to Planned Development District with a base district of P4 Mix. The City Manager is hereby authorized to promptly note the zoning change on the official Zoning Map of the City of Bastrop, Texas.
- Section 3:** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- Section 5:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
- Section 6:** This Ordinance shall be effective immediately upon passage and publication.

[Signatures on following page]

READ & ACKNOWLEDGED on First Reading on this the 10th day of October 2023. **READ & ADOPTED** on Second Reading on this the 24th day of October 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

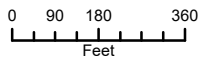
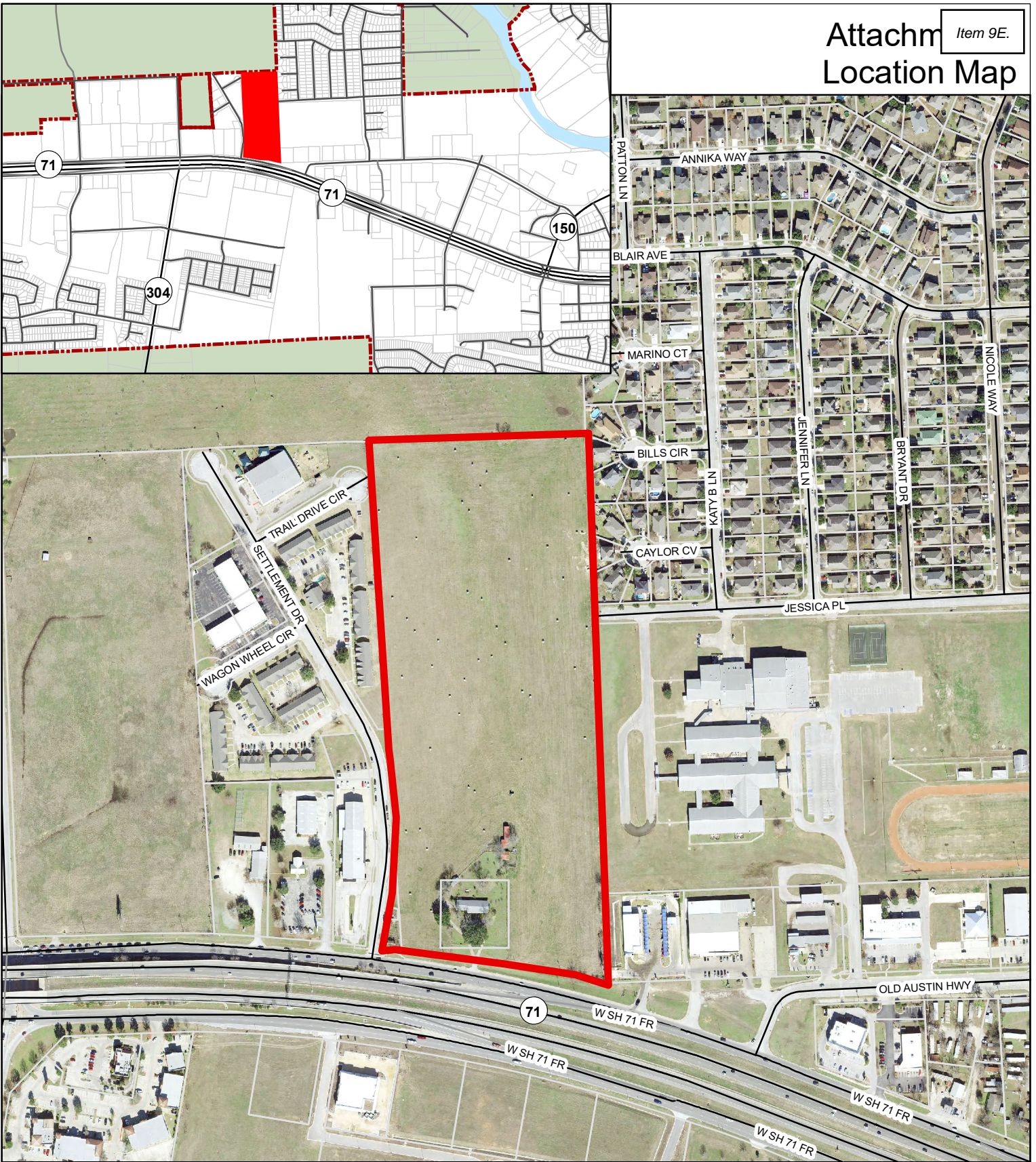
Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ATTACHMENT A

Property Description



1 inch = 400 feet

Date: 10/4/2023

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



ATTACHMENT B

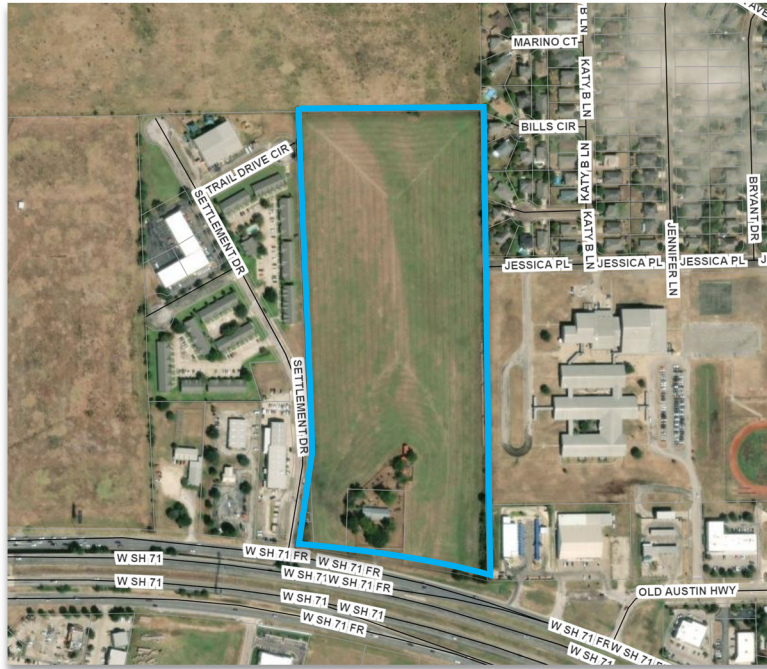
Reed Ranch PDD

REED RANCH

PLANNED DEVELOPMENT DISTRICT

PROPERTY

The subject property is located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.462 acres, as described in the survey, attached hereto as **Exhibit A**, (the "Property").



PURPOSE

The purpose of this planned development zoning district is to develop a two-phase multifamily project with varying building sizes and which will incorporate a mix of unit types nearby accessible civic space through a network of pedestrian-friendly streets. Per the City of Bastrop’s Comprehensive Plan 2036, the proposed development is located within a Transitional Residential character area. This development is compliant with the character area designation as it provides a multifamily use as an appropriate transition between the neighboring Public and Institutional and Neighborhood Residential character areas to the east and the General Commercial character area to the west (5-17). The development furthers the recommended development pattern of the character area by providing a new collector street along the eastern boundary. To move forward with our project, we are making an application for a Planned Development District (PDD) zoning designation, which is a representative zoning district for the character area, and therefore no amendment to the comprehensive plan is required (5-17). The Property is currently zoned as P2 (Rural).

CONCEPT PLAN & BASE ZONING

A conceptual Planned Development Master Plan (the "PD Master Plan") for the proposed project has been attached to this PDD in **Exhibit B** to illustrate and identify the proposed land uses, intensities, building locations, building footprints, and thoroughfare locations, for the Property. In accordance with the B3 Code, the Property shall have a base place type designation of P4 (Mix), to allow for all permitted Building Types, including but not limited to Apartment and Courtyard Apartment Building types. The project is a

REED RANCH**PLANNED DEVELOPMENT DISTRICT**

contributing development to the goals of the overall place type mix within the pedestrian shed and the sole use for the Property shall be for multifamily development, as well as related accessory amenity and civic space uses. The southern portion of the Property shall be Phase 1 and the northern portion of the Property shall be Phase 2, and the development shall be constructed in that respective sequence. Approval of this PDD does not constitute approval of a subdivision or site plan.

DEVELOPMENT STANDARDS

The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 place type of the B3 Code. However, all building types shall be allowed 3 stories in height, except for (a) buildings in Phase 2, Blocks 2 and 4 (as generally shown on **Exhibit B**), which shall be limited to a maximum of 2 stories, and (b) buildings generally on the western half of the Property, which shall be limited to a maximum of 4 stories, with a variety of unit sizes and bedroom mixes, and those modified Development Standards within the Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.

STREET STANDARDS

The Streets denoted as “Public Streets” in Exhibit B are intended to be City-owned and maintained. The Streets denoted as “Private Streets” shall be privately owned and maintained as part of the project. Per the City’s request, this PDD does not provide the extension of Jessica Place through the Property as identified in the City’s Thoroughfare Master Plan. By the approval of this PDD, the City acknowledges that no such public thoroughfare or connection is required. The location and permitted cross-sections and standards of such streets, alleys, and parking areas are generally shown on the Street Types exhibit, attached to this PDD as **Exhibit D**, and approved as part of this PDD. Additional street dedication and maintenance standards are described in **Exhibit C**, and approved as part of this PDD.

CIVIC SPACE

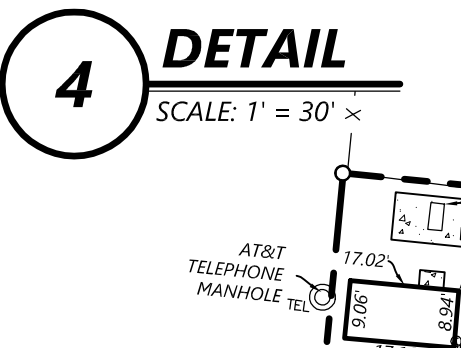
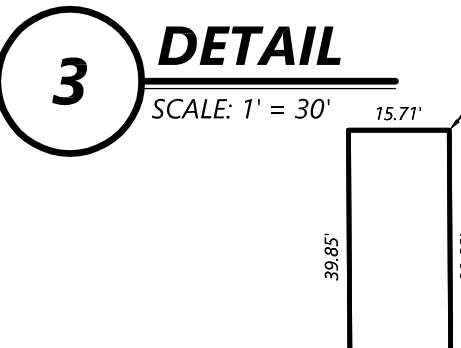
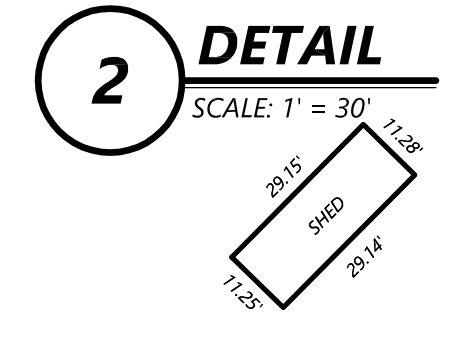
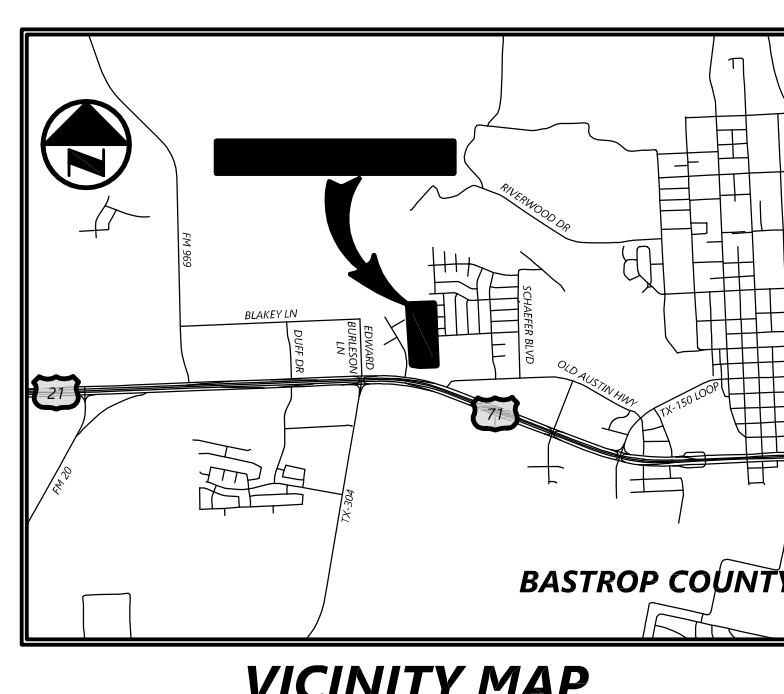
This PDD shall include privately owned civic space that shall be accessible to the public as generally shown in Exhibit B. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

EXHIBITS

The exhibits attached hereto shall be considered part of the PDD, except that the exact design and locations of any building, facility, structure or amenity shall be established during the plat or site plan review phases. Modifications from any such exhibit are permitted so long as the project complies with the minimum requirements included in the text of this planned development.

- Exhibit A – Property Survey
- Exhibit B – PD Master Plan
- Exhibit C – Development Standards Variances, Deviations, Waivers, and Warrants List
- Exhibit D – Street Standards

REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit A
Property Survey



NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS (GF. NO. 4712023439-A) (Not survey related)

- 10. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
11. Intentionally deleted.
12. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not.
13. The following matters as shown on plat recorded in Plat Cabinet 2, Page 259B, Plat Record of Bastrop County, Texas:
14. Easements for the purposes shown below and rights incidental thereto, as granted in a document, as shown on the survey:
15. Easements for the purposes shown below and rights incidental thereto, as granted in a document, as shown on the Survey:
16. Easements for the purposes shown below and rights incidental thereto, as granted in a document, as shown on the Survey:
17. Intentionally deleted.
18. Granted to: City of Bastrop
19. Easements for the purposes shown below and rights incidental thereto, as granted in a document, as shown on the Survey:
20. Intentionally deleted.
21. Any rights, assessments, interests or claims which may exist by reason of reflected by overhead utility lines along and across Tracts 1, 2 and 3 as shown on the Survey.
22. Any rights, assessments, interests or claims which may exist by reason of reflected by gas and fiber optic lines across the south line of Tracts 1 & 3.
23. Any rights, assessments, interests or claims which may exist by reason of reflected by encroachment/protrusion of fence along the east and west lines of Tract 1.
24. Denial of Access along a portion of the south line of Tract 1 according to TXDOT Plat AUS26504AF.
25. Section 14 of the Conditions of this policy is hereby deleted.
26. Any rights, assessments, interests or claims which may exist by reason of reflected by TXDOT Billboard (License 6508, Owner Lamar Advantage Outdoor Company) as shown on the Survey.
27. Rights, claims, or interests, if any, of the State of Texas and/or Texas Department of Transportation (as to Tract 3)

BOUNDARY DESCRIPTION (AS SURVEYED)

TRACT 1: 23.885 ACRES OF LAND IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, BEING OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, SAID 23.885 ACRES BEING ALL OF THAT TRACT OF LAND TITLED AS TRACT A IN THE DEED FROM CHARLES GORDON ROSANKY TO CHARLES GORDON ROSANKY, TRUSTEE OF THE CHARLES GORDON ROSANKY FAMILY TRUST DATED AUGUST 10, 1998, AND RECORDED IN VOLUME 953, PAGE 533, BASTROP COUNTY OFFICIAL PUBLIC RECORDS, SAID TRACT A BEING DESCRIBED AS 44.04 ACRES SAVE AND EXCEPT 20.00 ACRES LEAVING 24.04 ACRES.
TRACT 2: 0.158 ACRES OF LAND IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, BEING OUT OF LOT 1A OF THE SETTLEMENT ON THE COLORADO (PLAT CABINET 2, SLIDE 259B), SAID SUBDIVISION BEING OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, SAID 0.158 ACRES BEING ALL OF SAID LOT 1A SAVE AND EXCEPT 0.017 ACRES.

DESCRIPTION FROM TITLE COMMITMENT

TRACT 1: 23.885 ACRES OF LAND, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, BEING OUT OFF THE NANCY BLAKEY SURVEY, ABSTRACT 98, SAID 23.885 ACRES BEING ALL OF THAT TRACT OF LAND TITLED AS TRACT A IN THE DEED FROM CHARLES GORDON ROSANKY TO CHARLES GORDON ROSANKY, TRUSTEE OF THE CHARLES GORDON ROSANKY FAMILY TRUST DATED AUGUST 10, 1998, AND RECORDED IN VOLUME 953, PAGE 533, OFFICIAL PUBLIC RECORDS, SAID TRACT A BEING DESCRIBED AS 44.04 ACRES SAVE AND EXCEPT 20.00 ACRES LEAVING 24.04 ACRES.
TRACT 2: 0.158 ACRES OF LAND IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, BEING OUT OF LOT 1A OF THE SETTLEMENT ON THE COLORADO (PLAT CABINET 2, SLIDE 259B), SAID SUBDIVISION BEING OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, SAID 0.158 ACRES BEING ALL OF SAID LOT 1A SAVE AND EXCEPT 0.017 ACRES.

NOTES

- 1. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas Central Zone 4203.
2. Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Bastrop County, Texas and Incorporated Areas.
3. This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties.
4. All underground utility information depicted on the survey is based on available recorded information on file at the City of Bastrop and the appropriate public utility companies.
5. This survey does not provide a determination or opinion concerning the location or existence of wetlands, boulders, toxic or hazardous waste areas, subsidence, surface and environmental conditions or geological issues.
6. Square footage totals shown hereon or referenced herein are based on mathematical closures and do not necessarily represent the positional accuracy of the boundary monuments.
7. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
8. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, Agreements, Lease Agreements, and ownership title evidence.
9. Any declaration made hereon or herein is made to the original purchaser of the survey; it is not transferable to additional institutions or subsequent owners.
10. Intrusions or protrusions are as shown. Whether the intrusion or protrusion rises to the level of being an encroachment is a matter of law which takes into consideration currently unknown conditions.

SURVEYOR'S CERTIFICATE

I, H.C. COMMUNITIES L.L.C., Texas limited liability company, Charles Gordon Rosanky, Trustee of the Charles Gordon Rosanky Family Trust, Chicago Title Insurance Company, Hayden/Woodard and Wick Phillips Gould & Martin, LLP, This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 3, 4, 7(a), 8, 14 and 16 of Table A thereof.

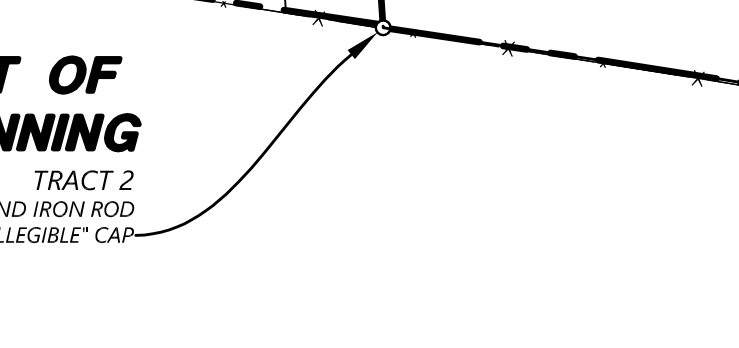
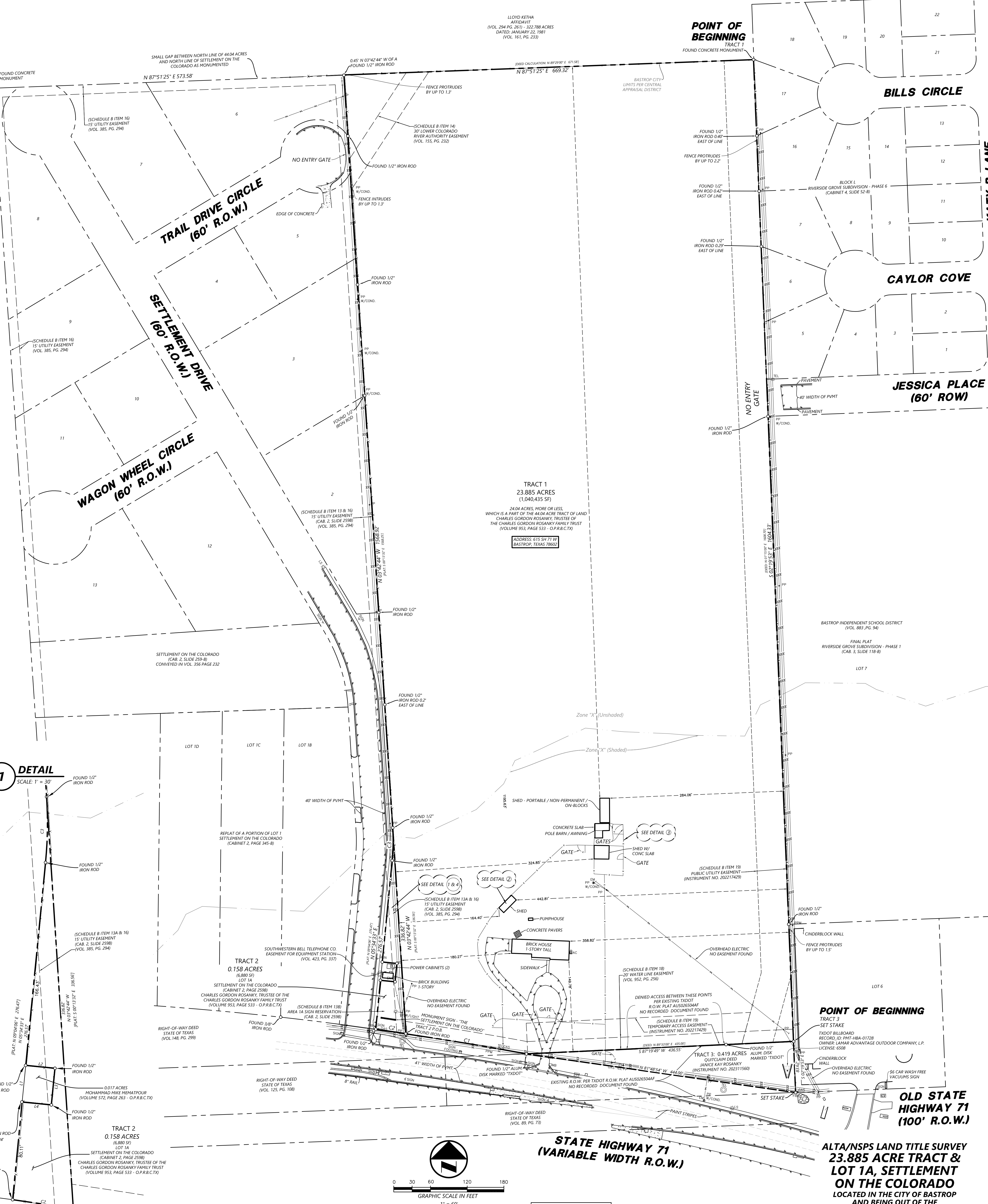
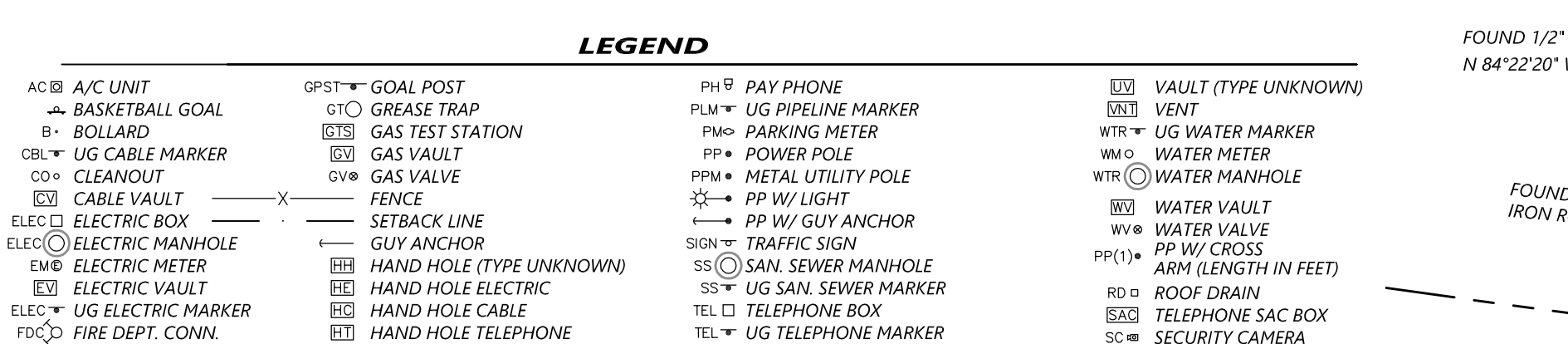


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Table with columns: CURVE, RADIUS, LENGTH, CHORD BEARING, CHORD. Includes a sub-table for [LINE TABLE].

WESTWOOD SURVEYING & MAPPING, INC. THESE ARE THE ORIGINAL RECORDING INFORMATION FOR THIS INSTRUMENT. GF. NO. 4712023439-A. DRAWN BY: LHR/RC, CHECKED BY: ETB, SCALE: 1"=60', DATE: 8/31/2023, JOB NUMBER: 0043796.00.

ALTA/NSPS LAND TITLE SURVEY 23.885 ACRE TRACT & LOT 1A, SETTLEMENT ON THE COLORADO LOCATED IN THE CITY OF BASTROP AND BEING OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS

PROJECT NAME: HOLT LUNSFORD BASTROP MULTI-FAMILY

REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit B
PD Master Plan

ZONING CONCEPT PLANS FOR REED RANCH 615 SH 71 W BASTROP TX, 78602

OWNER

ROSANKY, CHARLES G
FAMILY TRUST
615 HWY 71 W
BASTROP, TX 78602

DEVELOPER

HOLT LUNSFORD HOLDINGS
5950 BERKSHIRE LANE, SUITE 900
DALLAS, TX 75225

ARCHITECT

ARCHON CORPORATION
210 N. PARK BLVD, SUITE 100
GRAPEVINE, TX 76051

ENGINEER

HOLLIS SCHEFFLER, P.E.
8701 N. MOPAC EXPY, SUITE 320
AUSTIN, TEXAS 78759
PHONE: (512) 485-0831

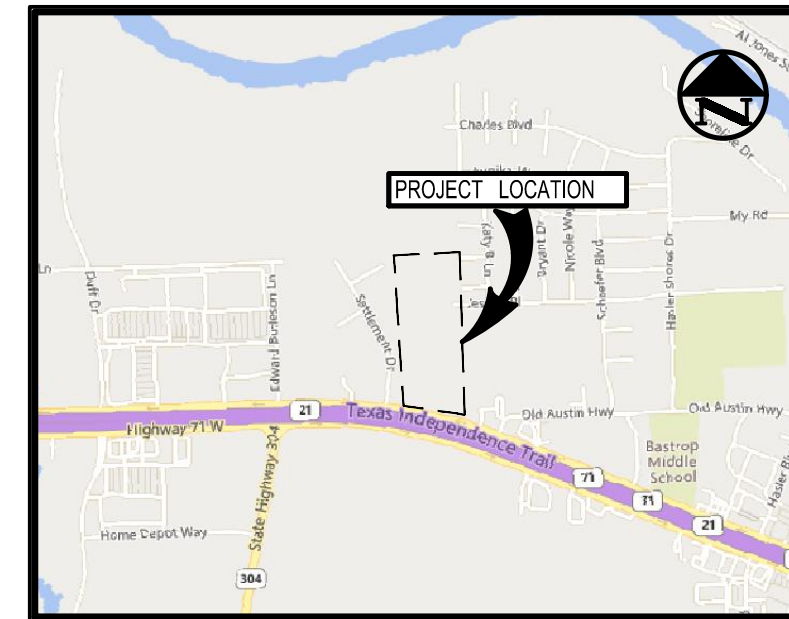
SURVEYOR

MICHAEL JACK NEEDHAM
8701 N. MOPAC EXPY, SUITE 320
AUSTIN, TEXAS 78759
PHONE: (512) 485-0831



LEGAL DESCRIPTION:

A98 BLAKEY, NANCY, ACRES 23.0400



VICINITY MAP
(1"=2000')

PROJECT ZONING: P-2

PROJECT ADDRESS: 615 SH 71 W

SUBMITTAL DATE: JULY 10, 2032

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	EXISTING PEDESTRIAN SHED
3	PROPOSED PEDESTRIAN SHED
4	PD SITE PLAN
5	LOT AND BLOCK LAYOUT
6	EXISTING DRAINAGE AREA MAP
7	PROPOSED DRAINAGE AREA MAP
8	UTILITY PLAN 1 OF 2
9	UTILITY PLAN 2 OF 2

REVISIONS	
NO.	DESCRIPTION

**REED RANCH
615 SH 71 W
BASTROP TX, 78602
COVER**

PRELIMINARY
NOT FOR CONSTRUCTION
THIS DOCUMENT IS FOR THE
PURPOSE OF SCHEMATIC REVIEW ONLY
AND IS NOT INTENDED FOR PERMITTING,
BIDDING, OR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT
SUPERVISION AND SEAL OF ARCHITECT, P.E. TEXAS
REGISTRATION NO. 150646.
DATE: xx/xx/xxxx

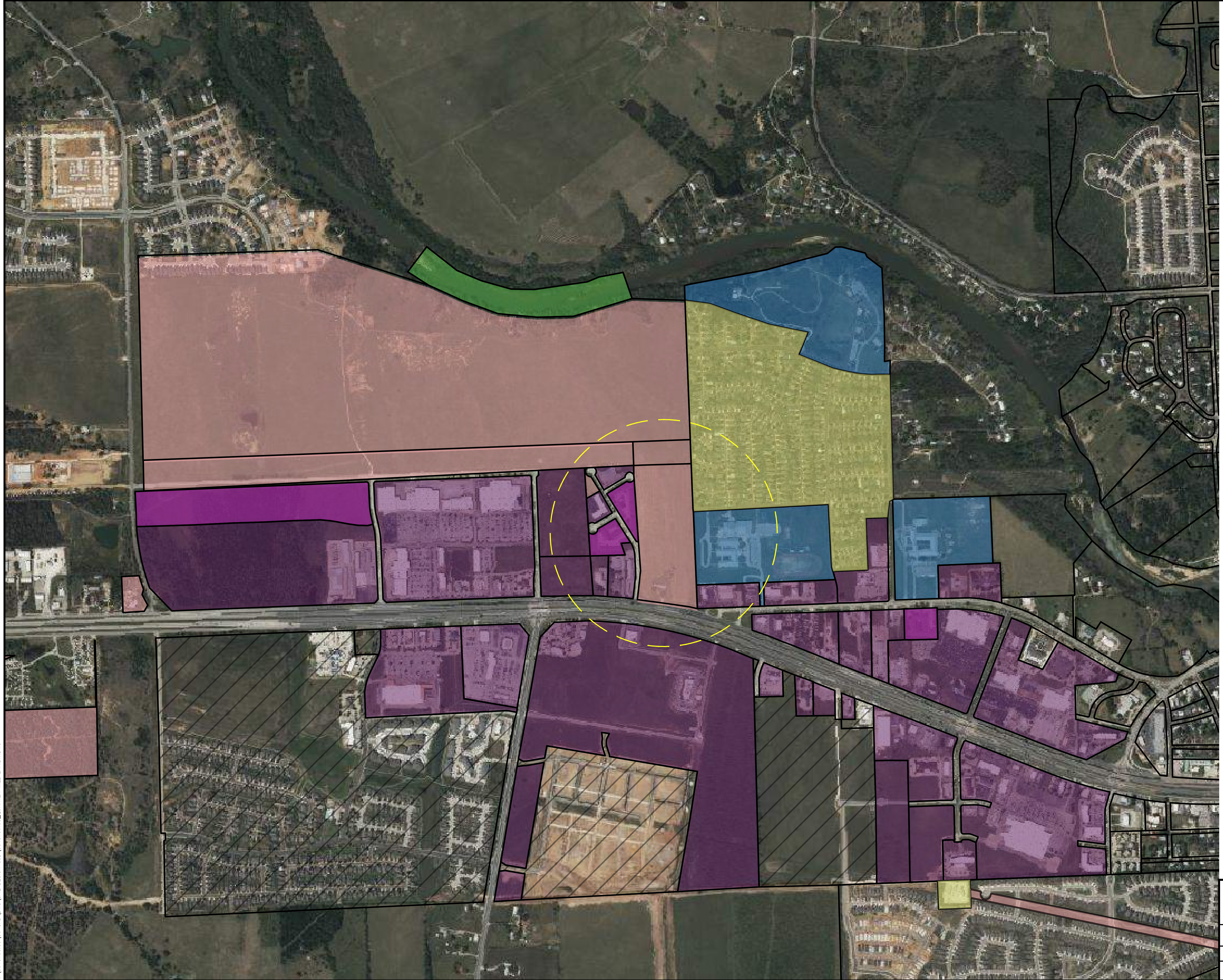
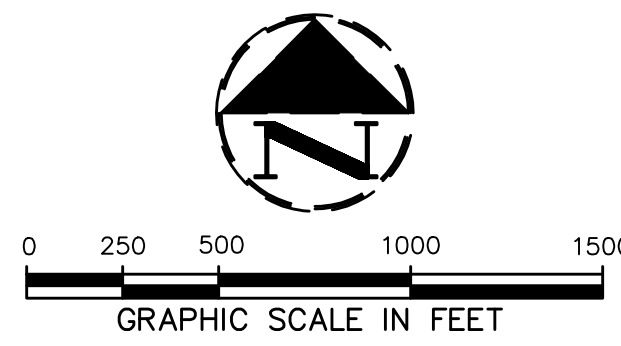
DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO.
1



Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320
Toll Free (888) 937-5150 Austin, TX 78759
westwoodps.com

Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. LS-10074301



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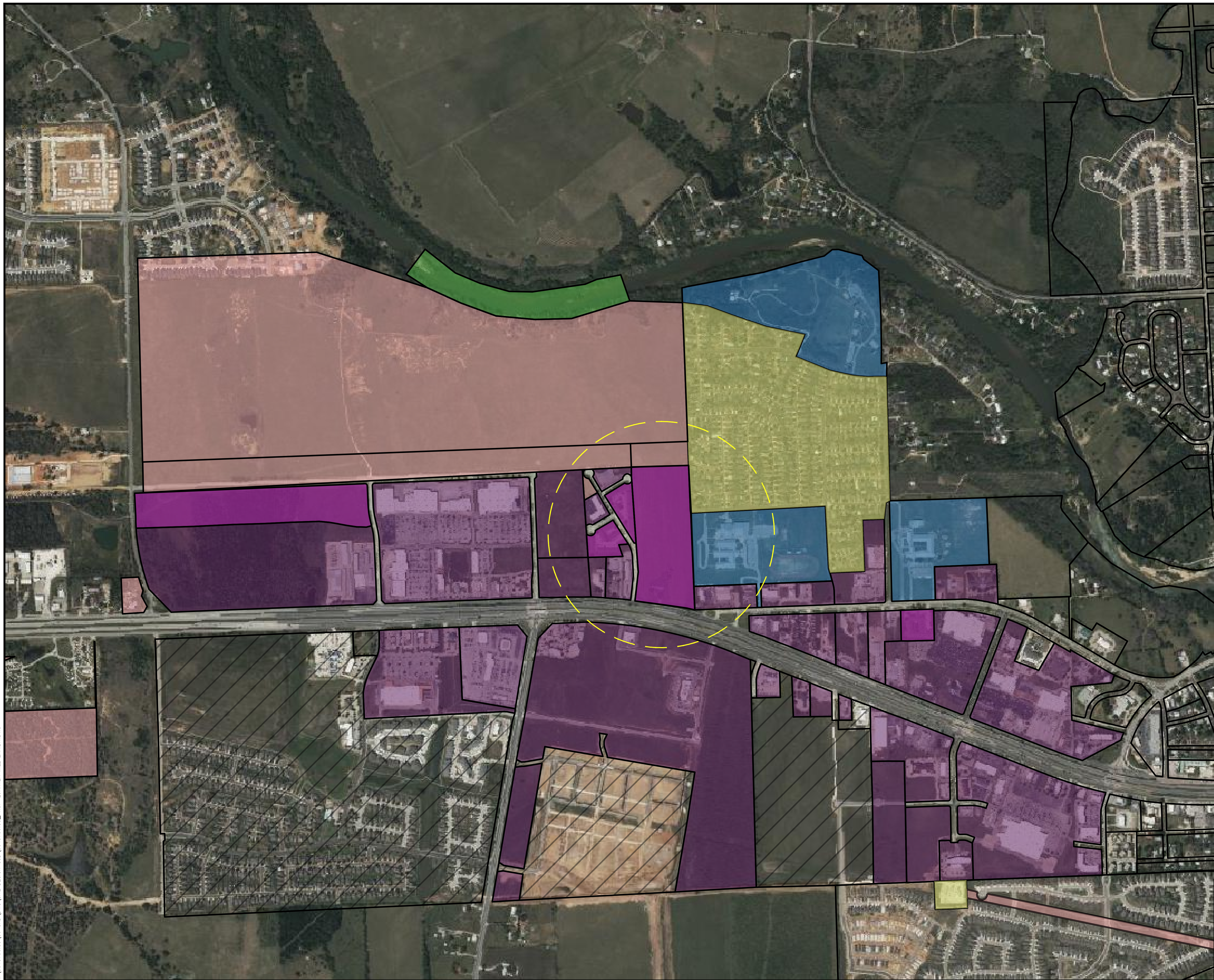
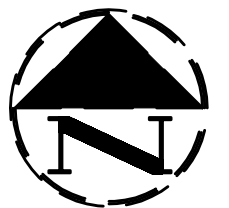
- PLANNED DEVELOPMENT
- NATURE
- CIVIC SPACE
- RURAL
- NEIGHBORHOOD
- MIX
- CORE

Westwood Phone (512) 485-0831
 Toll Free (888) 937-5150
 8701 N. Mopac Expy, Suite 320
 Austin, TX 78759 westwoodps.com
TYPE FIRM REGISTRATION NO. F-11756
 TBPLS FIRM REGISTRATION NO. LS-10074301

EXISTING PEDESTRIAN SHED (1/4 MILE)

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
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P2	P3	P4	CIVIC	P5	TOTAL
10.11%	12.35%	24.53%	14.68%	24.58%	86.91%

- PLANNED DEVELOPMENT
- NATURE
- CIVIC SPACE
- RURAL
- NEIGHBORHOOD
- MIX
- CORE

Westwood Phone (512) 485-0831
 Toll Free (888) 937-5150
 Westwood Professional Services, Inc. 8701 N. Mopac Expy, Suite 320
 Austin, TX 78759 westwoodps.com

TYPE FIRM REGISTRATION NO. F-11756
 TBPLS FIRM REGISTRATION NO. LS-10074301

PROPOSED PEDESTRIAN SHED (1/4 MILE)

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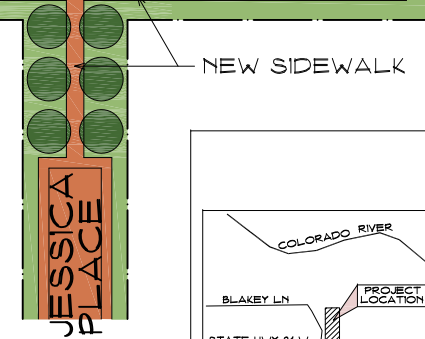
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TO OLD AUSTIN ROAD
 OWNER:
 BASTROP CAR WASH SERVICES LLC
 CALLED 1.55 ACRES
 PH-1

- PUBLIC STREET
- CIVIC SPACE
- PRIVATE STREET
- MIXED USE SPACE
 - CO-WORK
 - FITNESS
 - POOL

OVERALL SITE GROSS = 24.5 ACRES



ARCHITECT:
 GARY G. WOOD #12202
 PRELIMINARY - NOT TO BE USED FOR
 REGULATORY APPROVAL, PERMITTING,
 OR CONSTRUCTION
 DATE: 27 SEP 23

**COLORED CONCEPT PD
 SITE PLAN**

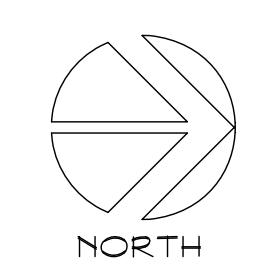
PROJECT NAME: REED RANCH
 ACERAGE: 24.5 A.
 DATE: 27 SEP 23

SCALE: 1" = 60'-0"

ARCHON CORPORATION
 ARCHITECTS / PLANNERS
 210 NORTH PARK BLVD.
 SUITE 100 - GRAPEVINE, TX
 76051 214/526-0731



PUBLIC STREET
 PRIVATE STREET



ARCHITECT:
 GARY G. WOOD #12202
 PRELIMINARY - NOT TO BE USED FOR
 REGULATORY APPROVAL, PERMITTING,
 OR CONSTRUCTION
 DATE: 10 JUL 23

LOT/BLOCK PLAN

PROJECT NAME: REED RANCH

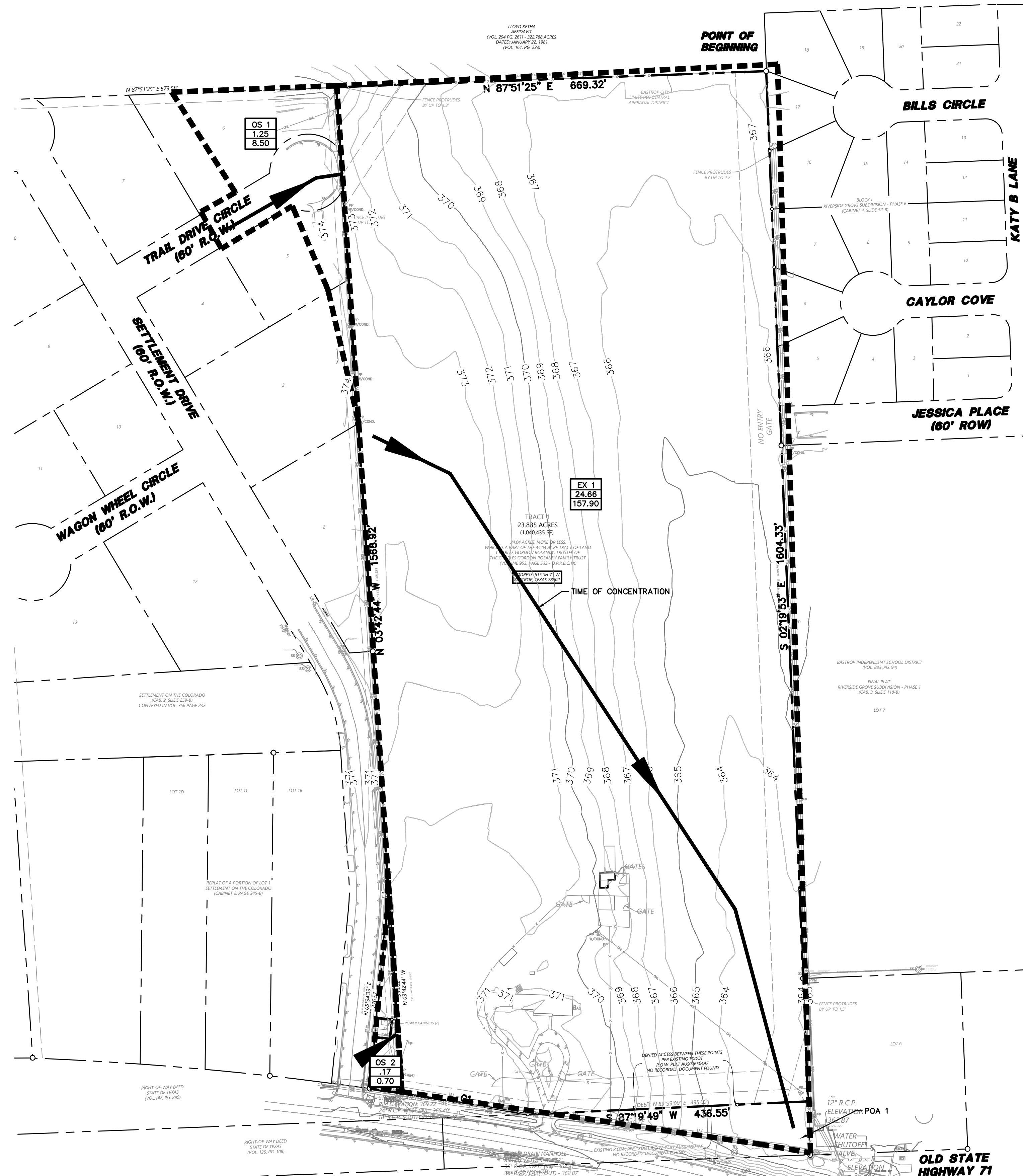
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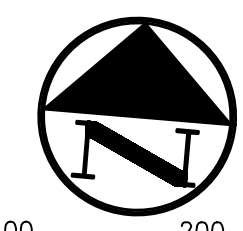
DATE: 10 JUL 23

SCALE: 1" = 60'-0"

ARCHON CORPORATION
 ARCHITECTS / PLANNERS
 210 NORTH PARK BLVD.
 SUITE 100 - GRAPEVINE, TX
 76051 214/526-0731

JWHITTER
8/23/2023 9:37 AM
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0 50 100 200 300
GRAPHIC SCALE IN FEET
1"=100'

LEGEND

BL	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
PH	FIRE HYDRANT
CL	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
FP	FLAG POLE
TS	TRAFFIC SIGN
---	PROPERTY LINE
- - -	FENCE
---	EXISTING CONTOUR
→	DRAINAGE FLOW DIRECTION
---	100-YR FLOODPLAIN LIMITS
---	DRAINAGE DIVIDE

EX B	EXISTING DRAINAGE AREA ID
1.00	AREA IN ACRES
7.99	Q ₁₀₀ IN CUBIC FEET PER SECOND

DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW								
			Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T _{sheet} (min)	Length (ft)	Slope (ft/ft)	Surface Type	Velocity (ft/s)	K	T _{shallow} (min)	Length (ft)	Slope (ft/ft)	Type	K (ft)	Velocity (ft/s)	T _{channel} (min)	T _c (min)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	0.01	UNPAVED	1.61	16.13	1.55	0.00	0.01	36" RCP	94.36	9.44	0.00	13.43
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	0.01	UNPAVED	1.61	16.13	0.00	0.00	0.01	36" RCP	94.36	9.44	0.00	32.22
EX 1	EX 1	24.66	50.00	0.01	SHORT GRASS PRAIRIE	0.31	0.15	2.67	990.00	0.03	UNPAVED	2.79	16.13	5.90	0.00	0.01	36" RCP	94.36	9.44	0.00	8.58

HEC-HMS SUMMARY: EXISTING CONDITIONS

Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Impervious Cover %	2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM	
					Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)
OS 1	1.25	61	8.06	34.64%	2.50	5.50	6.10	8.50				
OS 1	1.25	61	19.33	0.00%	0.10	0.40	0.50	0.70				
EX 1	24.66	61	5.15	1.32%	27.40	86.20	103.80	157.90				
POA 1					27.40	86.20	103.80	157.90				

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 westwoodps.com
 TBPE FIRM REGISTRATION NO. F-469
 TBPLS FIRM REGISTRATION NO. LS-10080-00

NO.	DATE	BY	DESCRIPTION

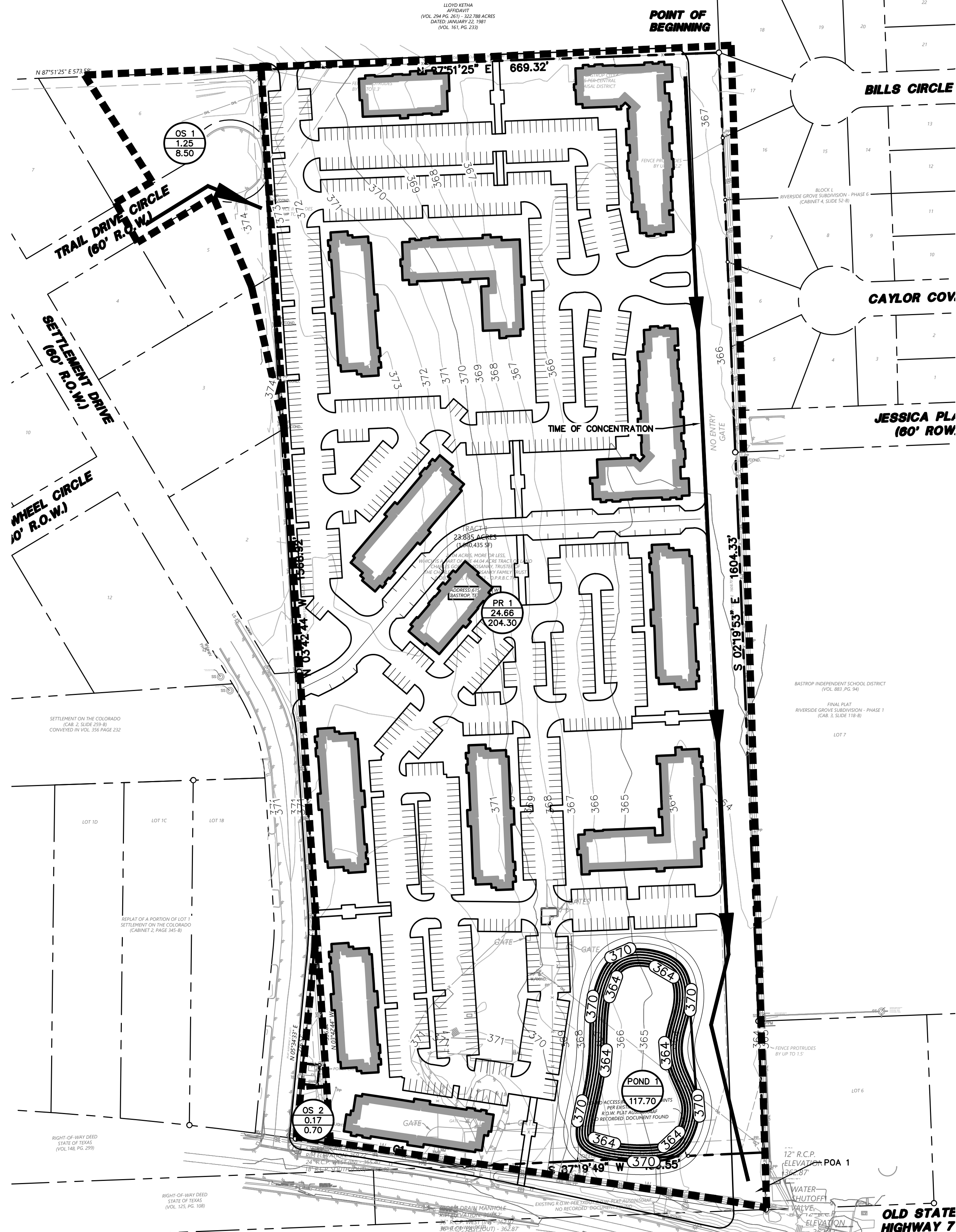
**REED RANCH
615 SH 71 W
BASTROP TX, 78602**

EXISTING DRAINAGE AREA MAP

PRELIMINARY
 NOT FOR CONSTRUCTION
 THIS DOCUMENT IS FOR INFORMATION ONLY
 AND IS NOT INTENDED FOR PERMITTING,
 BIDDING, OR CONSTRUCTION PURPOSES.
 PLANS PREPARED UNDER THE DIRECT
 REGISTRATION NO. 135049.
 DATE: 08/23/2023

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO. **6**



DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW								
			Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T _{sheet} (min)	Length (ft)	Slope (ft/ft)	Surface Type	Velocity (ft/s)	K	T _{shallow} (min)	Length (ft)	Slope (ft/ft)	Type	K (ft)	Velocity (ft/s)	T _{channel} (min)	T _c (min)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	0.01	UNPAVED	1.61	16.13	1.55	0.00	0.01	36" RCP	94.36	9.44	0.00	13.43
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	0.01	UNPAVED	1.61	16.13	0.00	0.00	0.01	36" RCP	94.36	9.44	0.00	32.22
PR 1	PR 1	24.66	50.00	0.01	ASPHALT	1.87	0.02	0.45	990.00	0.03	PAVED	3.52	20.33	4.69	0.00	0.01	36" RCP	94.36	9.44	0.00	5.13

HEC-HMS SUMMARY: DEVELOPED CONDITONS

Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Cumulative Area (ac)	Impervious Cover %	2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM	
						Runoff Per Drainage Area (cfs)	Routed Cumulative Area (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Area (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Area (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Area (cfs)
OS 1	1.25	61	8.06	1.25	34.64%	2.50	27.20	5.50	82.50	6.10	91.00	8.50	117.70
OS 2	0.17	61	19.33	0.17	0.00%	0.10	27.20	0.40	82.50	0.50	91.00	0.70	117.70
PR 1	24.66	61	3.08	24.66	62.90%	78.00	27.20	149.00	82.50	155.70	91.00	204.30	117.70
POND 1							27.20		82.50		91.00		117.70
POA 1						27.20		82.50		91.00		117.70	

0 50 100 200 300
GRAPHIC SCALE IN FEET
1"=100'

LEGEND

- BL BOLLARD
- EM ELECTRIC METER
- PP POWER POLE
- LS LIGHT STANDARD
- WM WATER METER
- WV WATER VALVE
- ICV IRRIGATION CONTROL VALVE
- FH FIRE HYDRANT
- CS CLEANOUT
- MH MANHOLE
- TSC TRAFFIC SIGNAL CONTROL
- TSP TRAFFIC SIGNAL POLE
- TEB TELEPHONE BOX
- FL FLOOD LIGHT
- FP FLAG POLE
- TS TRAFFIC SIGN
- SI SIGN
- PL PROPERTY LINE
- F FENCE
- X EXISTING CONTOUR
- 613 EXISTING CONTOUR
- 450 PROPOSED CONTOUR
- DRAINAGE FLOW DIRECTION
- 100-YR FLOODPLAIN LIMITS
- DRAINAGE DIVIDE
- U 8 PROPOSED DRAINAGE AREA ID
- 1.00 AREA IN ACRES
- 7.99 Q₁₀₀ IN CUBIC FEET PER SECOND

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TSP E FIRM REGISTRATION NO. F-469
TSPS FIRM REGISTRATION NO. LS-100080-00

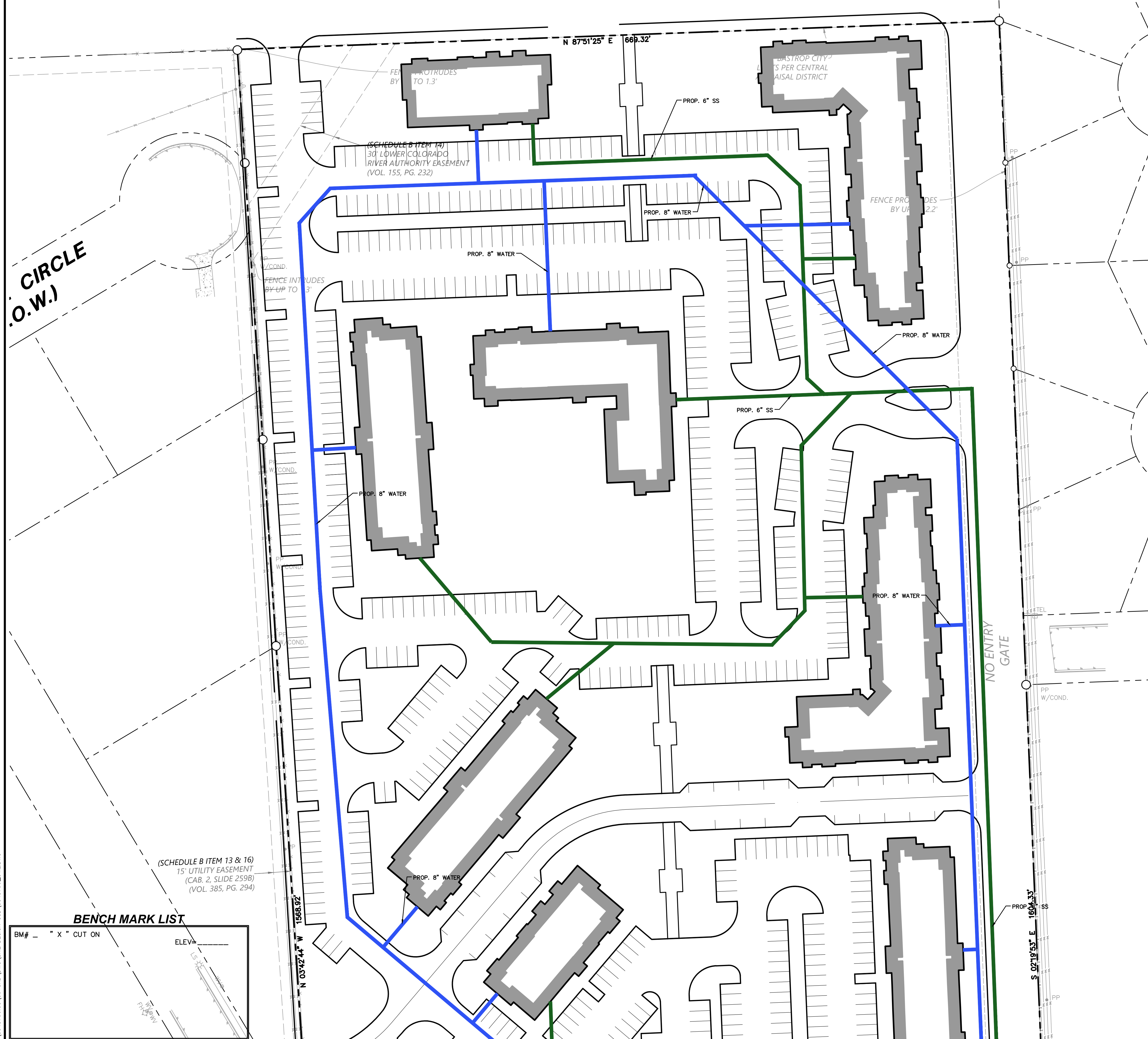
NO.	DATE	DESCRIPTION	BY

**REED RANCH
615 SH 71 W
BASTROP TX, 78602
PROPOSED DRAINAGE AREA MAP**

PRELIMINARY
NOT FOR CONSTRUCTION
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PURPOSE OF SCHEMATIC REVIEW ONLY
AND IS NOT INTENDED FOR PERMITTING,
BIDDING, OR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT
SUPERVISION AND CONTROL OF REGISTERED PROFESSIONAL ENGINEER, P.E. TEXAS
REGISTRATION NO. 13580-06.
DATE: 08/23/2023

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO. **7**



0 20 40 80 120
GRAPHIC SCALE IN FEET
1"=40'

LEGEND

EM	BOLLARD
EP	ELECTRIC METER
LS	POWER POLE
LS*	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
CO	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TE	TELEPHONE BOX
FL	FLOOD LIGHT
TR	TRAFFIC SIGN
IR	1/2-INCH IRON ROD
W/P	W/ "PACHCO KOCH" CAP SET
IRS	CONTROLLING MONUMENT
(C.M.)	PROPERTY LINE
X	FENCE
DHL	OVERHEAD UTILITY LINE
---	UNDERGROUND ELECTRIC LINE
- - -	UNDERGROUND TELEPHONE LINE
- . - .	UNDERGROUND CABLE LINE
- - - -	UNDERGROUND WATER LINE
- . - . - .	UNDERGROUND SANITARY SEWER LINE
PP	PROP. FDC LOCATION
PP	PROP. WATER VALVE
PP	PROP. FIRE HYDRANT
PP	PROP. WATER LINE W/ BEND
PP	PROP. SANITARY SEWER LINE
PP	PROP. SANITARY SEWER MANHOLE
PP	PROP. SANITARY SEWER CLEANOUT

- WATER & SANITARY SEWER GENERAL NOTES**
- ALL CONCRETE SHALL BE CLASS "A" (3000 PSI), UNLESS OTHERWISE NOTED.
 - ALL WATER MAINS SHALL BE PVC C900, DR 18, CLASS 215, FIRE PROTECTION SERVICES SHALL BE PVC C900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR.
 - WATER AND SANITARY SEWER SERVICES SHALL MEET PLUMBING CODE REQUIREMENTS.
 - ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED.
 - SANITARY SEWER PIPE SHALL BE PVC SDR-35.
 - WHEN WATER AND SANITARY SEWER MAINS, SERVICES, AND LATERALS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN NINE FEET IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING TCEQ CHAPTERS SHALL APPLY:
 - TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES.
 - TCEQ CHAPTER 290.44 WATER DISTRIBUTION, SECTION (e) LOCATION OF WATERLINES.
 - CONTRACTOR TO VERIFY ALL EXISTING SEWER FLOW LINES BEFORE BEGINNING CONSTRUCTION.
 - CONTRACTOR SHALL TIE A ONE INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING EXPOSED AFTER BACKFILL. AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB OR ALLEY IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
 - ALL SANITARY SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
 - THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AFTER THE PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TIED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS."
 - ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS.
 - TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
 - EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
 - VALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24"x24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE.
 - CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION.
 - IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.

CIRCLE
(O.W.)

(SCHEDULE B ITEM 13 & 16)
15' UTILITY EASEMENT
(CAB. 2, SLIDE 259B)
(VOL. 385, PG. 294)

BENCH MARK LIST

BM#	" X " CUT ON	ELEV.

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Toll Free (866) 937-5150 Austin, TX 78759
westwoodpa.com

Westwood Professional Services, Inc.
TBPB FIRM REGISTRATION NO. P-469
TBPB FIRM REGISTRATION NO. LS-100080-00

NO.	DATE	DESCRIPTION

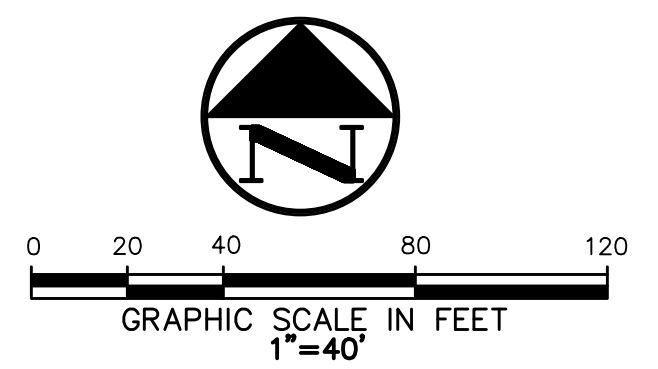
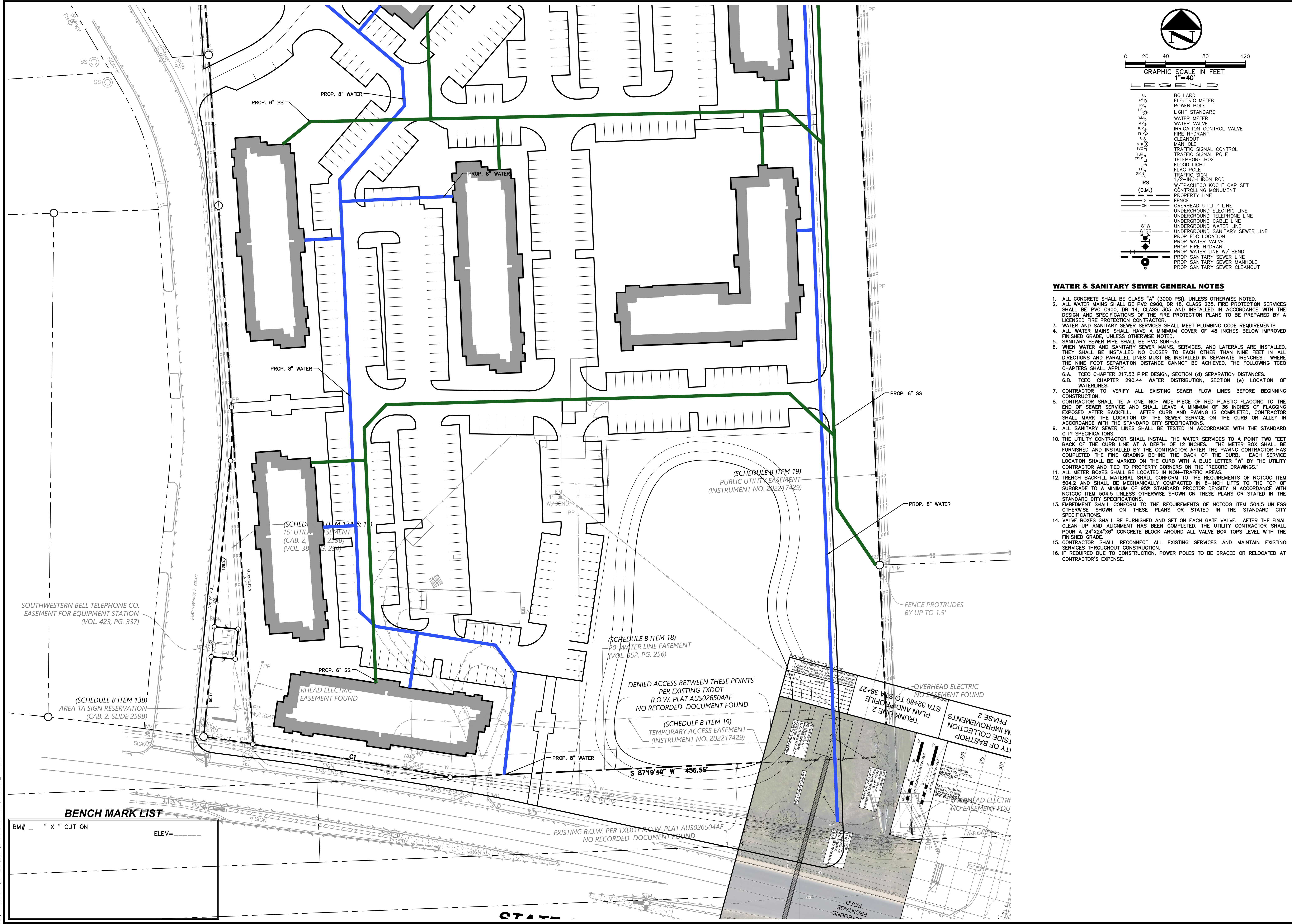
REED RANCH
615 SH 71 W
BASTROP TX, 78602

UTILITY PLAN 1 OF 2

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023
SHEET NO. 8		

8 OF 9

JWH/ITER
 8/23/2023 9:38 AM
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LEGEND

EM	BOLLARD
PP	ELECTRIC METER
LS	POWER POLE
WV	LIGHT STANDARD
WV	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
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IRS	1/2-INCH IRON ROD
(C.M.)	W/PACHECO KOCH CAP SET
X	CONTROLLING MONUMENT
DHL	PROPERTY LINE
- - -	FENCE
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- - -	UNDERGROUND ELECTRIC LINE
- - -	UNDERGROUND TELEPHONE LINE
- - -	UNDERGROUND CABLE LINE
- - -	UNDERGROUND WATER LINE
- - -	UNDERGROUND SANITARY SEWER LINE
○	PROP. FDC LOCATION
○	PROP. WATER VALVE
○	PROP. FIRE HYDRANT
○	PROP. WATER LINE W/ BEND
○	PROP. SANITARY SEWER LINE
○	PROP. SANITARY SEWER MANHOLE
○	PROP. SANITARY SEWER CLEANOUT

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NO.	DATE	DESCRIPTION

REED RANCH
615 SH 71 W
BASTROP TX, 78602
UTILITY PLAN 2 OF 2

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023
SHEET NO. 9		
9 OF 9		

8/23/2023 9:38 AM
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REED RANCH

PLANNED DEVELOPMENT DISTRICT

Exhibit C

Variances, Deviations, Waivers, and Warrants

B3 Code Section	Description	Development Issue	Proposed Alternative & Reasoning
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Dedication requirement does not permit developer to manage and maintain streets.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.
7.2.003	Street right-of-way . . . must be dedicated		
7.3.004	<p>Traffic Lanes: Two lanes at 10 feet each</p> <p>Parking Lanes: Both sides parallel at 8 feet, marked</p>	<p>Complying with health/safety codes requires lanes to be wider.</p> <p>Only permitting parallel parking does not allow for a financially feasible amount of parking spaces.</p>	Permitting 12.5' lanes such that the street can meet fire lane requirements meets the intent of the code and is fiscally sustainable. Allowing for head-in parking to be 18' is fiscally sustainable. Project to comply with street standards as generally shown in Exhibit D.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic Space, may be counted toward the 10% Civic Place Type allocations requirement by warrant.	Drainage requires a large portion of the project to be a pond. Not allocating this space toward the Civic Space requirement makes project fiscally infeasible.	An amenitized wet pond with a trail as generally shown in Exhibit B meets the intent of code, is fiscally sustainable, and authentically Bastrop.
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show dead-end streets. Rather, internal drives culminate into left and right parking aisles for buildings or walkway plazas in line with 5.2.002(d).	For avoidance of doubt, internal drives culminating into 20' walkway easement placed as generally shown in Exhibit B meets the intent of code.
5.2.002	Preferred block size is 330' by 330' and max block perimeter of 1,320'	<p>Drainage block is large due to odd shape of site and need for a large pond.</p> <p>Treating private streets/driveways as block</p>	<p>Allowing for a single larger block complies with intent of code.</p> <p>Permitting private drives as thoroughfares for block boundaries, as generally shown</p>

		boundaries for this measurement results in an urban fabric of slow streets, with the plazas acting as traffic calming devices.	on Exhibit B is fiscally sustainable and meets the intent of code.
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three Building Types (not less than 20%) shall be required.	Proposed design elects only apartment buildings with amenity and civic spaces. A variety of building types is not fiscally sustainable.	As the project is unlikely to move forward if a variety of building types are required, allowing for a warrant is fiscally sustainable.
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Project may not meet all build-to-line, façade buildout, or lot coverage requirements. The 60% buildout line is feasible along publicly dedicated streets but not interior privately owned and maintained streets.	Permitting lot occupation as generally shown in Exhibit B is fiscally sustainable.
7.5.002	Plazas not permitted in P4 and require a minimum size of ½ acres.	Walkway easements/plazas as shown on Exhibit B allow for improved site design/walkability.	Allowing such walkway easements/plazas meets the intent of code in that it improves walkability.
6.3.006(5)	On-site surface parking must be located in the Second Layer or Third Layer of each Lot.	With plan for private streets, project desires to allow for Frontage to be on such private streets such that layers can be measured from private streets, as generally shown on Exhibit B.	Allowing for streets to be privately owned, managed, and maintained, as well as allowing for corresponding parking placement, is fiscally sustainable.

Alternative Methods of Compliance

Street Maintenance

The project shall comply with the below maintenance plan for the private streets as generally shown on Exhibit C:

- a. Crack Seal: Years 1-5
- b. Seal Coat: Years 6-10

- c. Resurface and Rehabilitation: 11-25.

Right of Way Dedication:

Owner agrees to dedicate the right-of-way in varying widths (but no more than fifty-five and one half feet (55.5')) at the eastern portion of the Property as generally depicted in Exhibit B, attached hereto and made a part, to allow the City to create a north/south connection to Blakey Lane. The City acknowledges that Owner is not responsible for the construction of this roadway connection. The City shall also be responsible for utilities within Blakey Lane and sidewalk(s) for Blakey Lane.

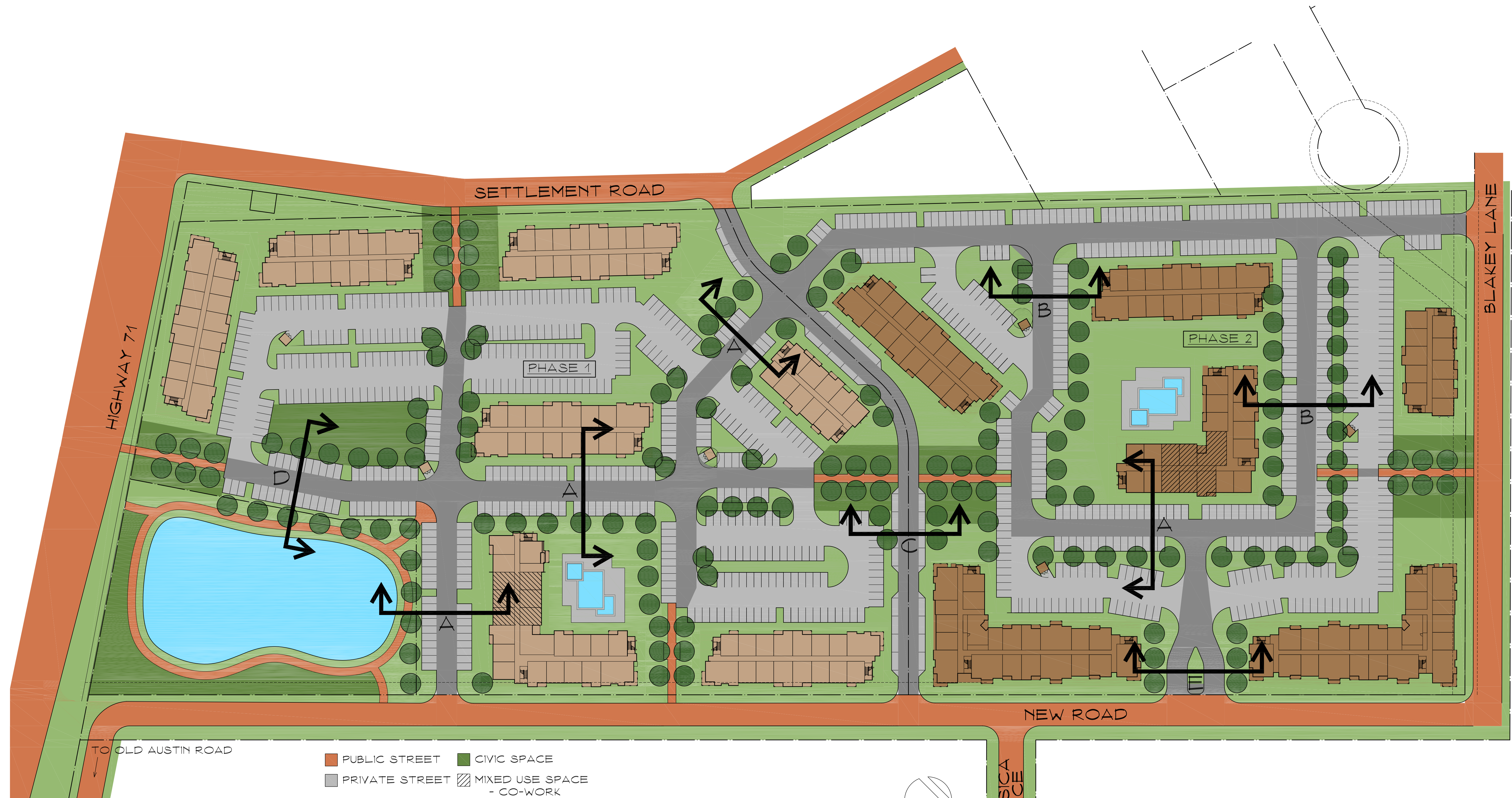
Site Development Standards:

1. Establish the below minimum lot sizes and setbacks:
 - a. Minimum lot area of 12,000 square feet
 - b. Minimum lot width of 100 feet
 - c. Minimum lot depth of 125 feet
 - d. Minimum front yard of 5-15 feet, except that Blocks 2 and 4 in Phase 2 shall have a building setback of at least 30 feet from the proposed new road, as generally shown in Exhibit B.
 - e. Minimum interior side yard of 10 feet
 - f. Minimum exterior side yard of 15 feet
 - g. Minimum rear yard of 35 feet
2. Setbacks or other site development standards can be changed by administrative approval of the City Manager or her designee notwithstanding that the forgoing does not violate the International Building Code.

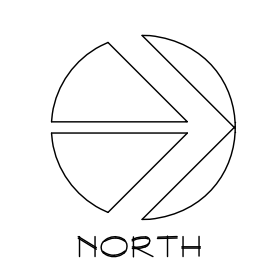
Landscaping

In the setback required for Blocks 2 and 4 in Phase 2, Owner agrees to provide and maintain additional landscaping, including tree plantings that provide privacy protection to the neighboring homes, as generally shown in Exhibit B.

REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit D
Street Standards



- PUBLIC STREET
- CIVIC SPACE
- PRIVATE STREET
- MIXED USE SPACE
 - CO-WORK
 - FITNESS
 - POOL



ARCHITECT:
 GARY G. WOOD #12202
 PRELIMINARY - NOT TO BE USED FOR
 REGULATORY APPROVAL, PERMITTING,
 OR CONSTRUCTION
 DATE: 10 JUL 23

STREET TYPES

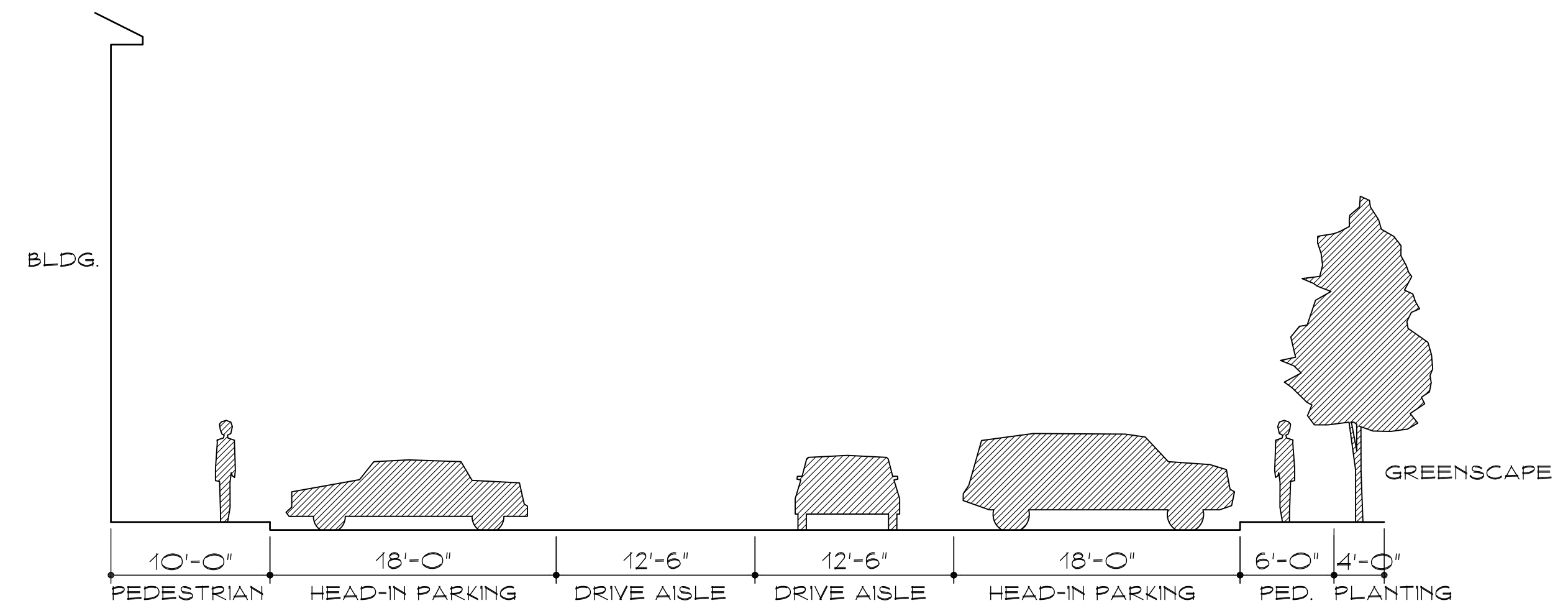
PROJECT NAME: REED RANCH

ACERAGE: 24.3 A.

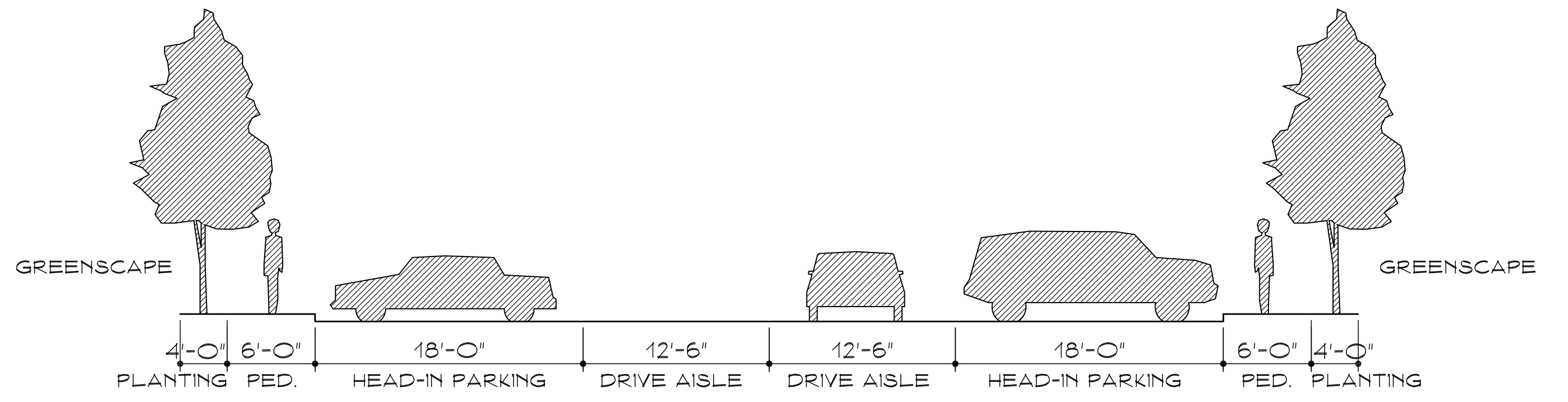
DATE: 10 JUL 23

SCALE: 1" = 60'-0"

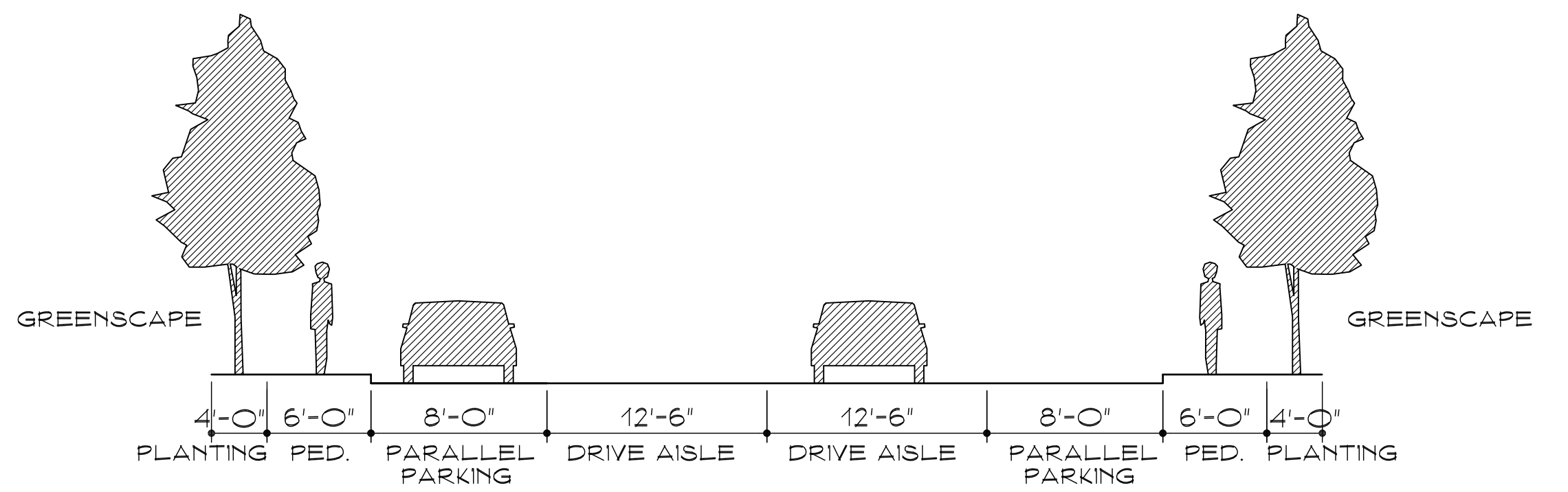
ARCHON CORPORATION
 ARCHITECTS / PLANNERS
 210 NORTH PARK BLVD.
 SUITE 100 - GRAPEVINE, TX
 76051 214/526-0731



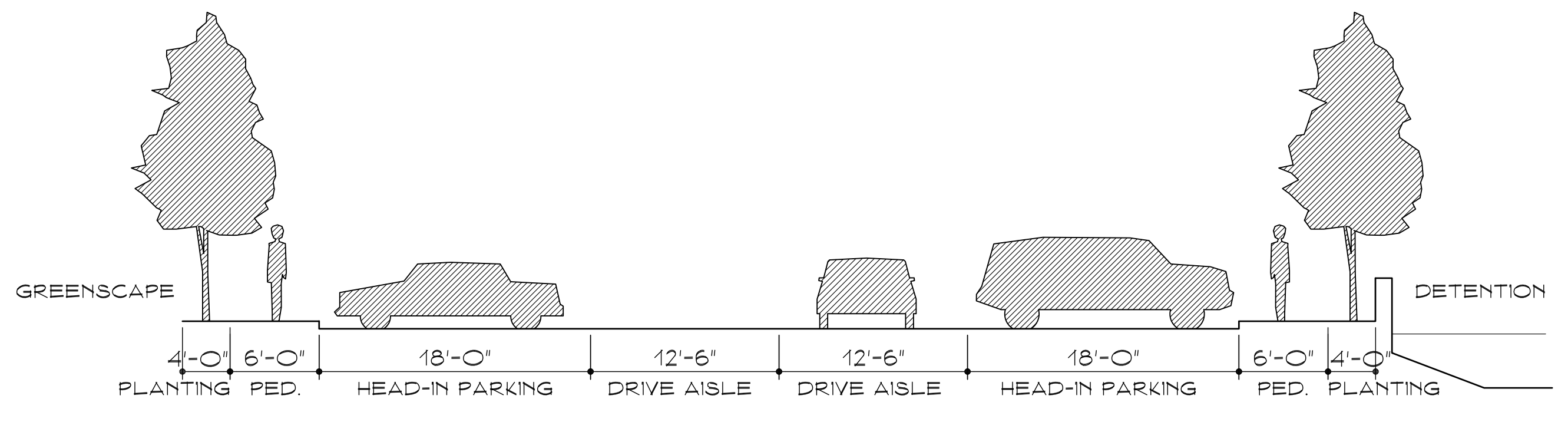
STREET TYPE 'A'
RIGHT-OF-WAY : 81'-0"



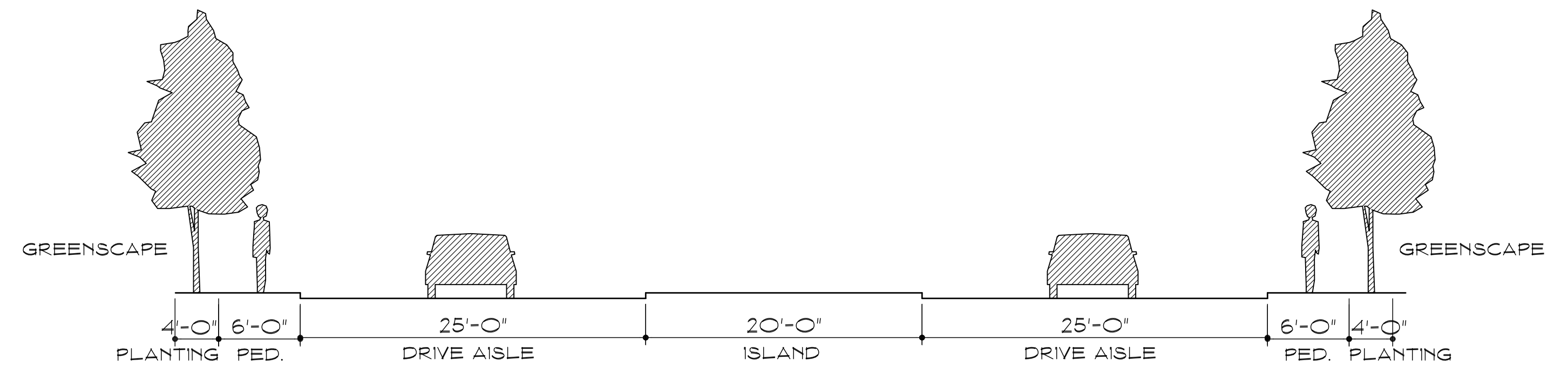
STREET TYPE 'B'
RIGHT-OF-WAY : 81'-0"



STREET TYPE 'C'
RIGHT-OF-WAY : 61'-0"



STREET TYPE 'D'
RIGHT-OF-WAY : 81'-0"



STREET TYPE 'E'
RIGHT-OF-WAY : 110'-0"

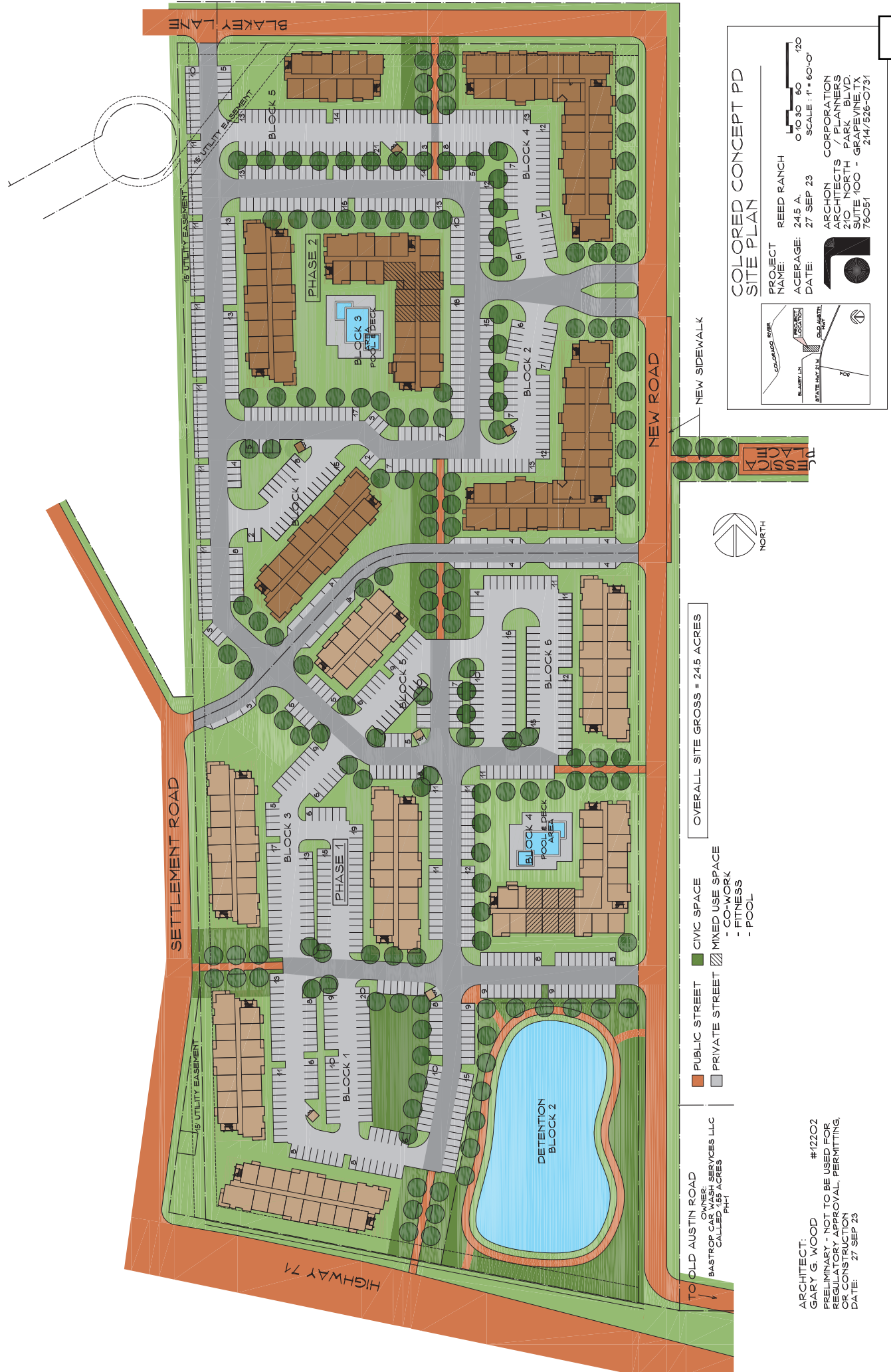
ARCHITECT:
GARY G. WOOD #12202
PRELIMINARY - NOT TO BE USED FOR
REGULATORY APPROVAL, PERMITTING,
OR CONSTRUCTION
DATE: 10 JUL 23

STREET TYPES

PROJECT NAME: REED RANCH
ACERAGE: 24.3 A.
DATE: 10 JUL 23

SCALE : 1" = 60'-0"

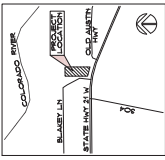
ARCHON CORPORATION
ARCHITECTS / PLANNERS
210 NORTH PARK BLVD.
SUITE 100 - GRAPEVINE, TX
76051 214/526-0731



**COLORLED CONCEPT PD
SITE PLAN**

PROJECT NAME: REED RANCH
ACERAGE: 24.5 A.
DATE: 27 SEP 23
SCALE: 1" = 60'-0"

ARCHON CORPORATION
ARCHITECTS / PLANNERS
210 NORTH PARK BLVD.
SUITE 100 - GRAPEVINE, TX
76051
214/526-0731



OVERALL SITE GROSS = 24.5 ACRES

- PUBLIC STREET
- PRIVATE STREET
- CIVIC SPACE
- MIXED USE SPACE
- CO-WORK
- FITNESS
- POOL

TO OLD AUSTIN ROAD
OWNER:
BASTROP CAR WASH SERVICES LLC
CALLED 156 ACRES

ARCHITECT:
GARY G. WOOD #12202
PRELIMINARY - NOT TO BE USED FOR
REGULATORY APPROVAL, PERMITTING,
CONSTRUCTION
DATE: 27 SEP 23



STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

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.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The previous agreement with Bastrop County was established October 1st, 2021, and ended September 30th, 2023. An amendment was approved on September 26th, 2023, for the period of October 1st, 2023, to October 31st, 2023. The current agreement will be in effect November 1st, 2023 and shall remain in effect until September 30th, 2025.

FISCAL IMPACT:

Currently, the city has allocated the previous standard of \$12,000 for the upcoming fiscal year. The proposed agreement will implement a per animal fee for the city of Bastrop paid to the county of Bastrop on a monthly basis. The first year will be \$225.00 per animal, the second year will be \$270.00 per animal.

In FY 2022 the City of Bastrop received a total of 30 Animal Impound Calls.

In FY 2023 (to date) we have received a total of 57 Animal Impound Calls.

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2023-154 of the City Council of the City of Bastrop, Texas, approving the proposed Interlocal Cooperation Agreement related to Animal Shelter Services.

ATTACHMENTS: The proposed contract for 2023 – 2025.

RESOLUTION NO. R-2023-154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council 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, pursuant to the authority granted under State law and as reflected in its Municipal Code, the City has established a Department of Animal Control, related to the operation of a comprehensive Animal Control Program within its City limits. The City's Animal Control Code provisions are generally enforced by the City, and more specifically its Animal Control Officer, in order to promote the health, welfare, and safety of humans and animals within its municipal jurisdiction; and

WHEREAS, pursuant to its Municipal Charter, State law and its Code, the City has the authority to contract with one or more public and/or private entities for the purpose of maintaining and operating an animal shelter to serve the City's Animal Control requirements and the public's needs; and

WHEREAS, pursuant to the authority provided to it by State law and the Local Government Code, the County has established and currently operates and maintains an Animal Shelter to provide services related to Animal Control to residents and animals located in Bastrop County, Texas: and

WHEREAS, pursuant to the above noted authorities held by both the County and the City, the Parties have determined that the City desires to delegate to the County, and the County desires to be responsible for the operation and management of certain activities related to Animal Control within the City's jurisdiction. More specifically, the County and the City desire to formalize their mutual agreement that the County will assume the responsibilities and duties concerning post-impoundment shelter/housing of strays and other impounded animals, the humane euthanasia of same (when deemed necessary by the County and in compliance with State and local laws and regulations), and the disposal of impounded animals, as set forth herein, which activities shall be conducted by the County at the County's Animal Shelter facility ("Shelter");

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

Section 1: That the City Manager is hereby authorized to execute a Interlocal agreement for Animal Control Services with Bastrop County for services provided to the city of Bastrop;

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 on November 1st, 2023, and it is so resolved.

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

APPROVED:

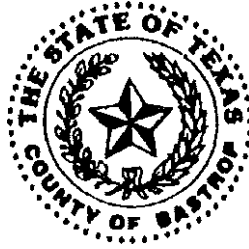
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



**INTERLOCAL AGREEMENT
BASTROP COUNTY AND CITY OF BASTROP FOR ANIMAL CONTROL SERVICES**

This Interlocal Cooperation Agreement, related to Animal Shelter Services ("Agreement"), is made and entered by and between the City of Bastrop, a municipal corporation, (the "City") and Bastrop County, a local governmental entity ("the "County"). The County and the City may be herein referred to jointly as the "Parties" and singularly as "Party."

RECITALS

WHEREAS, pursuant to the authority granted under State law and as reflected in its Municipal Code, the City has established a Department of Animal Control, related to the operation of a comprehensive Animal Control Program within its City limits. The City's Animal Control Code provisions are generally enforced by the City, and more specifically its Animal Control Officer, in order to promote the health, welfare, and safety of humans and animals within its municipal jurisdiction; and

WHEREAS, pursuant to its Municipal Charter, State law and its Code, the City has the authority to contract with one or more public and/or private entities for the purpose of maintaining and operating an animal shelter to serve the City's Animal Control requirements and the public's needs; and

WHEREAS, pursuant to the authority provided to it by State law and the Local Government Code, the County has established and currently operates and maintains an Animal Shelter to provide services related to Animal Control to residents and animals located in Bastrop County, Texas: and

WHEREAS, pursuant to the above noted authorities held by both the County and the City, the Parties have determined that the City desires to delegate to the County, and the County desires to be responsible for the operation and management of certain activities related to Animal Control within the City's jurisdiction. More specifically, the County and the City desire to formalize their mutual agreement that the County will assume the responsibilities and duties concerning post-impoundment shelter/housing of strays and other impounded animals, the humane euthanasia of same (when deemed necessary by the County and in compliance with State and local laws and regulations), and the disposal of impounded animals, as set forth herein, which activities shall be conducted by the County at the County's Animal Shelter facility ("Shelter");

NOW, THEREFORE, in consideration of these premises it is mutually agreed between the Parties as follows:

1. GENERAL TERMS AND CONDITIONS

- 1.1** The Parties acknowledge and agree that all terms used in this Agreement, when not specifically defined herein, shall have the meanings set forth in the Bastrop County Rabies and Animal Control Ordinance, a copy of which is attached hereto and made a part of this Agreement.
- 1.2** The City shall not deliver domestic livestock or Exotic Animals to the Shelter, unless otherwise specifically approved and agreed in advance by the County Shelter personnel. The County shall have sole authority to determine, on a case-by-case basis, whether it will accept domestic livestock or Exotic Animals at the County's facilities, under the terms set forth herein.
- 1.3** OPERATIONAL DAYS The Bastrop County Shelter is generally open to the public and available to the City seven (7) days a week, between the hours of 8am and 4pm, with the exception of County recognized holidays when the hours may be reduced. Other exceptions to these hours may be due to County declared emergencies per the County Judge or other adverse conditions, with County Commissioner liaison approval. Dates that the County recognizes as holidays are available to the public by viewing the online calendar or by contacting County administrative offices. During the above mentioned hours, the Shelter is available for owners to reclaim impounded or held animals.
- 1.4** Animals impounded by the City and held by the County at the Shelter will become property of the County if they are not reclaimed during the holding period as noted herein. The County will dispose of such unclaimed animals as the County deems appropriate to the specific circumstances. (E.g., via adoption, humane euthanasia, and/or transfer to a rescue society).

2. GENERAL PROVISIONS OF ANIMAL CARE

2.1 City Authority to Impound/Deliver Animals to the Shelter

2.1.A Animals owned or harbored in violation of City Code of Ordinances, or laws of the State of Texas, may be taken into custody by an Animal Control Officer or other designated official and impounded under the provisions of the City's laws and regulations. Included is the authority to deliver such animals to the Shelter, per terms of this Agreement. This Agreement pertaining to sheltering, fees, reclaim periods, quarantine, disposition, and other requirements shall apply to all animals brought in from within City Limits, including those brought by City Animal Control Officers, other designated officials, or private citizens. The City may request the assistance of the County in controlling or capturing animals within their city limits. However, The County's assistance will be based on availability between the hours of 0800 and 1600 during regularly staffed days (not including holidays). Bastrop County may respond to emergencies (ex. due to arrest, accident, medical emergency or death of a person -with no caregiver for animal able to be located, confirmed possible rabies exposure from an animal without a known owner). If the County is available and provides such assistance, there will be a separate hourly charge for those services (see Section 4).

2.1.B Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set forth by Bastrop County and as agreed between the parties for operation of the Shelter. The fees for the impoundment of animals are to be collected by the Shelter on behalf of the City and the City agrees that, as partial consideration for this Agreement, the County shall have the right to retain all assessed and collected fees due from owners or harborers of impounded animals, as set forth in Bastrop County Rabies and Animal Control Ordinances.

2.2 Holding Periods and Disposition of Impounded Animals

2.2.A Dogs or Cats that are Impounded **Without** Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harborer or owner of that animal, **and which do not have traceable Identification**, shall be held for a minimum of **48 hours**, during which time period the owner may present proof of ownership at the Shelter and reclaim the animal, upon payment of all applicable fees and costs incurred during and/or related to the impoundment of the animal at the Shelter. In the event that a dog or cat is not claimed at the Shelter within 48 hours, that animal shall become the property of the County, as the City's designee.

2.2.B Dogs or Cats Impounded **With** Identification. Dogs or cats impounded by the Animal

Control Department or taken to the Shelter by a person other than the harbinger or owner of that animal that have traceable identification or when an owner or harbinger of the animal is otherwise known by the County or City Animal Control personnel, shall be held by the Shelter, or its assignee, for a minimum of five (5) operational days from the date the animal enters the Shelter.

2.2.B.1 During this time, the City Animal Control Department or County Shelter personnel will attempt to notify the owner or harbinger of the impoundment of the animal, as shown on the identification or as otherwise determined by the County. Holidays and other days that the facility is closed are specifically excluded from the minimum **five** (5) day holding period, noted herein.

2.2.B.2 The owner or harbinger of such animals may claim them from the County at any time during the **five** (5) day confinement period, after compliance with the requirements herein.

2.2.C In the event that such an impounded animal is not claimed as set forth above, the impounded animal shall be deemed **voluntarily surrendered** by the owner or harbinger, and shall become the property of the County as of the start of business on the **sixth** (6th) day of impoundment, or at the start of business on the day following the written agreed upon date and time as stipulated under (3) (a), and the County may dispose of the animal as it deems appropriate.

2.3 The five (5) day holding period may be extended if the owner or harbinger of an animal that is impounded with identification has:

2.3.A Notified the Bastrop County Animal Shelter in writing, on or before the close of business on the **fifth** (5th) day of impoundment, and made written arrangements with the Director of the Shelter for a date and time to reclaim the animal, and

2.3.B Pays all applicable fees and satisfies other County requirements necessary for claiming the impounded animal.

2.4 Animals Surrendered by the Owner/Harbinger. In addition to the voluntary surrender of animals that are not timely claimed from impoundment, as noted above, all other animals surrendered by the owner or harbinger to the County shall become the property of the County **immediately** upon completion of the owner or harbinger surrender form. Fees for owner or harbinger surrendered animals are as shown in the "Bastrop Animal Shelter Fee Schedule", as published on the Bastrop County Website / Animal Shelter. A current fee is attached hereto as Exhibit "A".

2.5 Animals other than dogs and cats that are impounded. All animals, other than dogs

or cats, that are impounded by the Animal Control Department or the Shelter, or animals that are brought to the Shelter by a person other than the owner or harborer, shall become the property of the Shelter **immediately upon surrender**, unless such ownership is prohibited by state or federal law.

2.6 Disposition of animals. Any animal that cannot be adopted or transferred to a proper and appropriate agency or person shall be euthanized by the Shelter by means approved by the American Veterinary Medical Association and/or the Texas Veterinary Medical Association or by other State of Texas approved method. Such euthanasia is to be administered in compliance with the laws of the State. Animals listed as endangered or protected shall be transferred to the proper authority at the earliest possible date or otherwise maintained in accordance with State and Federal laws.

2.7 Animals Held on Complaint or by Court Order. If a complaint has been filed in municipal court against the owner and/or harborer of an animal that is impounded at the Shelter for a violation of the Code, the animal shall not be released except on the order of the City's Animal Control Department, which may also direct the owner and/or harborer to pay any penalties for violation of its Code, in addition to payment of all impoundment fees and costs incurred by the Shelter. Surrender of an animal by the owner and/or harborer thereof, to the Shelter or the Animal Control Department, does not relieve or render the owner or harborer immune from the decision of the Court related to that animal, nor from the fees, fines, or other costs that may result from a violation of the Code.

2.8 Removal of Animals from Confinement Shelter.

2.8.A Removal of animal from confinement- It is unlawful for any person to remove or allow escape from any place of confinement any dog, cat, or other animal which has been ordered to be confined in the Shelter, without the express consent of a Court of Law, or the County and/or the City.

2.8.B Delivery of Impounded Animals The Parties agree that City's authorized agents shall have the right to deliver impounded animals to the custody or control of the County as follows:

2.8.B.1 When feasible, the City will deliver impounded animals to the Shelter during the hours that the Shelter is generally open to the public, as set forth herein in Article I, Paragraph 3.

2.8.B.2 In addition to its general public business hours, the County will provide access to the Shelter to the City for the delivery of animals to the Shelter outside of general public business hours through a sally port, or other means, and

making available crates or other approved enclosures in which the animals may be placed.

- 2.8.B.3 Dead Animals and Fowl. Dead animals will not be accepted by the County at the Shelter unless such deceased animals are brought to be prepared for rabies specimen testing. The City Animal Control Officer shall perform the required preparation, proper storage, disposal, labeling, and transfer to the Texas Department of State Health Services testing facility.
- 2.8.B.4 At the time of delivery, the City's authorized agent(s) shall complete all Shelter Release Forms and Impoundment Forms for each animal delivered to the Shelter, including animals that are dead and submitted for rabies testing. In addition to release and impoundment forms, the City's authorized agent(s) is responsible for notifying a Shelter staff member and remaining with the animal(s) to assist during the intake process until the animal has been (i) delivered into the control of Shelter staff, if available, or (ii) secured in an available crate or other approved enclosure if delivery is outside of general public business hours and Shelter staff are not available.

3. COUNTY RIGHTS and RESPONSIBILITIES

- 3.1.** Bastrop County will provide the necessary impoundment and release Shelter forms for use by the City's representatives and agents.
- 3.2.** Upon taking custody of impounded animals at the Shelter, the County will care for and hold such animals as per the terms of this Agreement, as follows:
- 3.3.** Animals that are brought to the Shelter by the City as a result of formal complaints filed in a Court of Jurisdiction shall be held by the County as ordered by the Court. The staff at the shelter must be notified of the required hold period at the time of drop off and the ordered hold period must be clearly noted in the impound documentation.
- 3.4.** Sick, injured, or animals deemed a danger to the health and welfare of citizens or Shelter staff may be humanely euthanized by the County at any time deemed appropriate, in the County's sole discretion.
- 3.5.** Bastrop County shall not be obligated to provide veterinary care for any sick or injured animal that is taken by the Shelter. If either the City or County determines that it will, at its sole discretion, seek veterinary care for an impounded animal, then the owner/harbinger of such animal shall be responsible for payment of any veterinarian fees or medical care costs incurred while the animal is under impoundment at the Shelter.
- 3.6.** If the City determines that an animal must be quarantined, consistent with

applicable law and the City's local ordinances and practices, the City agrees that the place of quarantine shall be designated as the private premises of the animal's owner ("home quarantine") when such home quarantine would reasonably ensure compliance with applicable laws and regulations. If the City requests that Bastrop County provide quarantine facilities or services, Bastrop County will not be obligated to provide quarantine facilities or services under this Agreement, but may do so at its sole discretion. Bastrop County agrees to exercise its discretion based on factors such as its quarantine capacity, adequacy of staffing and other resources, and compliance with applicable laws and regulations, and to not unreasonably withhold or deny quarantine facilities or services. If the County elects to provide such quarantine facilities or services, then all applicable quarantine fees will be paid by the animal owner/harbinger prior to initiating the quarantine holding period. Fees for quarantine services shall be those set by the Commissioners Court. Any fees paid for quarantine services shall be the property of Bastrop County.

- 3.7.** Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set by Bastrop County and as detailed in the Bastrop County Rabies and Animal Control Ordinances.
- 3.8.** Quarantine of Animals at the Shelter and Disposition of suspected animals. Any Animal that has bitten or scratched a person may be quarantined for observation and disposed of by the Shelter as follow:
- 3.8.A be **immediately** euthanized and submitted to DSHS for rabies testing; or
 - 3.8.B. held for a period of **forty-eight (48) hours**, while attempting to contact the owner, then euthanized and submitted to DSHS for rabies testing; or
 - 3.8.C. held for a period of **ten (10) days** from the date of the bite/scratch, after which 1) the owner may reclaim (upon payment of fees), 2) the animal may be transferred to a rescue agency or adopted out; or 3) the animal may be euthanized and disposed of.
- 3.9.** The County will collect and retain all fees paid by animal owners who reclaim animals that have been impounded and reclaimed, regardless of which entity or agency placed the animal(s) at the Bastrop County Shelter.
- 3.10.** The County will require owners who desire to reclaim their animals to show proper identification and current rabies vaccination, prior to release of each impounded animal. Any owner located within the jurisdiction of the City that fails to provide proof of rabies vaccination may be referred to the City Animal Control Officer for the purpose of citation in accordance with City/State law.

4. TERM and FINANCIAL CONSIDERATION

- 4.1** This Agreement shall be effective for a term of **two (2) years**, beginning October

1, 2023 and ending September 30, 2025.

- 4.2** The Parties agree that the financial consideration to be paid by the City to the County for performance of the services, obligations, and responsibilities under this Agreement are as follows:
- 4.3** The City shall remit to the County Two Hundred and Twenty-Five Dollars per Animal (\$225.00) for the first year of this Agreement and Two Hundred and Seventy Dollars per Animal (\$270.00) for the second year this Agreement, which amounts due will be invoiced by the County by the 5th of each month for the prior month's services. The City agrees to pay invoice within 30 days.
- 4.4** If the County provides requested assistance in capturing or controlling animals within their city limits, there will be a \$100 per hour charge for those services. These fees will be in addition to the service fees in subsection 4.3 above. Any such fees will be invoiced to the City within 60 days of the services being provided.

5. MISCELLANEOUS PROVISIONS

- 5.1.** Amendment or Revision. The City and the County agree that a request to renegotiate, amend, or revise this Agreement may be made by either Party at any time during its term, upon a minimum of 90 days written notice to the other Party.
- 5.2.** Notices Written notices related to this Agreement shall be as follows:

5.2.A. To the County:

Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

With Copy to:

Bastrop County District Attorney
804 Pecan Street
Bastrop, TX 78602

5.2.B. To the City:

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

With Copy to:

The Bojorquez Law Firm, PC
Attn: Alan Bojorquez
11675 Jollyville Rd., Ste. 300
Austin, TX 78759

- 5.3.** Effective Date- It is mutually understood and agreed to by the Parties hereto that this Agreement shall become **effective on the later of the first date of the term set forth in subsection 4.1 or the later of the dates of the Parties' signatures noted below**, and shall remain in effect for a term as set out herein, unless otherwise terminated as per the provisions set forth herein.
- 5.4.** Written Notice Not to Renew- If either Party intends not to renew this Agreement, they shall give written notice to the other Party at least 90 days prior to the expiration date.
- 5.5.** Current Revenues, Non-Appropriations. Each Party hereby represents that the Party shall pay for the performance of governmental functions or services under this Agreement from current revenues available to the paying Party. Continuation of this Agreement is contingent upon appropriation or availability of current revenues sufficient to pay for performance of functions or services under this Agreement. If the governing body of a Party for any reason does not allocate funds for this Agreement in the annual budget for any given budget year, such Party may terminate this Agreement in whole or in part effective as of the last day in the budget year for which sufficient funds were budgeted and appropriated for this Agreement. Termination for such non-appropriation is not a default and the terminating Party shall not incur any liability or penalty as a result thereof. Each Party shall endeavor to notify the other in writing of any such non-appropriation of funds at least ninety (90) days in advance.
- 5.6.** Public Relations. If the circumstances of an impoundment of an animal under this Agreement require a press release or other public relations communications, at the discretion of either the City or the County, the Parties agree that: (a) the City may, in its sole discretion, prepare and issue a press release or other public relations communications regarding circumstances involving City staff and facts relating to events preceding delivery of the animal to the Shelter; and (b) the County may, in its sole discretion, prepare and issue a press release or other public relations communications regarding circumstances involving County staff and facts relating to events following delivery of the animal to the Shelter. Each Party shall instruct its staff not to comment publicly on the circumstances of impoundments under this Agreement.
- 5.7.** No Liability of City or County Personnel - The Parties agree that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City or County may have to Immunity under the laws of the

State of Texas.

5.8. Amendments- This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

5.9. Severability- If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

5.10. Headings- All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

5.11. Waivers- No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

5.12. Governing Law- This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Any disputes regarding this Agreement will be heard in the courts of Bastrop County, Texas, or in the Federal District Court in Austin, Western District of Texas, Austin District.

THE CITY OF BASTROP

_____ Date _____
Mayor

ATTEST: _____
City Secretary

COUNTY OF BASTROP

_____ Date _____
County Judge

ATTEST: _____
County Clerk



INTERLOCAL AGREEMENT BASTROP COUNTY AND CITY OF BASTROP FOR ANIMAL CONTROL SERVICES

This Interlocal Cooperation Agreement, related to Animal Shelter Services ("Agreement"), is made and entered by and between the City of Bastrop, a municipal corporation, (the "City") and Bastrop County, a local governmental entity ("the "County"). The County and the City may be herein referred to jointly as the "Parties" and singularly as "Party."

RECITALS

WHEREAS, pursuant to the authority granted under State law and as reflected in its Municipal Code, the City has established a Department of Animal Control, related to the operation of a comprehensive Animal Control Program within its City limits. The City's Animal Control Code provisions are generally enforced by the City, and more specifically its Animal Control Officer, in order to promote the health, welfare, and safety of humans and animals within its municipal jurisdiction; and

WHEREAS, pursuant to its Municipal Charter, State law and its Code, the City has the authority to contract with one or more public and/or private entities for the purpose of maintaining and operating an animal shelter to serve the City's Animal Control requirements and the public's needs; and

WHEREAS, pursuant to the authority provided to it by State law and the Local Government Code, the County has established and currently operates and maintains an Animal Shelter to provide services related to Animal Control to residents and animals located in Bastrop County, Texas; and

WHEREAS, pursuant to the above noted authorities held by both the County and the City, the Parties have determined that the City desires to delegate to the County, and the County desires to be responsible for the operation and management of certain activities related to Animal Control within the City's jurisdiction. More specifically, the County and the City desire to formalize their mutual agreement that the County will assume the responsibilities and duties concerning post-impoundment shelter/housing of strays and other impounded animals, the humane euthanasia of same (when deemed necessary by the County and in compliance with State and local laws and regulations), and the disposal of impounded animals, as set forth herein, which activities shall be conducted by the County at the County's Animal Shelter facility ("Shelter");

NOW, THEREFORE, in consideration of these premises it is mutually agreed between the Parties as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 The Parties acknowledge and agree that all terms used in this Agreement, when not specifically defined herein, shall have the meanings set forth in the Bastrop County Rabies and Animal Control Ordinance, a copy of which is attached hereto and made a part of this Agreement.

- 1.2** The City shall not deliver domestic livestock or Exotic Animals to the Shelter, unless otherwise specifically approved and agreed in advance by the County Shelter personnel. The County shall have sole authority to determine, on a case-by-case basis, whether it will accept domestic livestock or Exotic Animals at the County's facilities, under the terms set forth herein.
- 1.3** **OPERATIONAL DAYS** The Bastrop County Shelter is generally open to the public and available to the City seven (7) days a week, between the hours of 8am and 4pm, with the exception of County recognized holidays when the hours may be reduced. Other exceptions to these hours may be due to County declared emergencies per the County Judge or other adverse conditions, with County Commissioner liaison approval. Dates that the County recognizes as holidays are available to the public by viewing the online calendar or by contacting County administrative offices. During the above-mentioned hours, the Shelter is available for owners to reclaim impounded or held animals.
- 1.4** Animals impounded by the City and held by the County at the Shelter will become property of the County if they are not reclaimed during the holding period as noted herein. The County will dispose of such unclaimed animals as the County deems appropriate to the specific circumstances. (E.g., via adoption, humane euthanasia, and/or transfer to a rescue society).

2. GENERAL PROVISIONS OF ANIMAL CARE

- 2.1** City Authority to Impound/Deliver Animals to the Shelter
- 2.1.A Animals owned or harbored in violation of City Code of Ordinances, or laws of the State of Texas, may be taken into custody by an Animal Control Officer or other designated official and impounded under the provisions of the City's laws and regulations. Included is the authority to deliver such animals to the Shelter, per terms of this Agreement. This Agreement pertaining to sheltering, fees, reclaim periods, quarantine, disposition, and other requirements shall apply to all animals brought in from within City Limits, including those brought by City Animal Control Officers, other designated officials, or private citizens. The City may request the assistance of the County in controlling or capturing animals within their city limits. However, The County's assistance will be based on availability between the hours of 0800 and 1600 during regularly staffed days (not including holidays). Bastrop County may respond to emergencies (ex. due to arrest, accident, medical emergency, or death of a person -with no caregiver for animal able to be located, confirmed possible rabies exposure from an animal without a known owner). If the County is available and provides such assistance, there will be a separate hourly charge for those services (see Section 4).
- 2.1.B Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set forth by Bastrop County and as agreed between the parties for operation of the Shelter. The fees for the impoundment of animals are to be collected by the Shelter on behalf of the City and the City agrees that, as partial consideration for this Agreement, the County shall have the right to retain all assessed and collected fees due from owners or harborers of impounded animals, as set forth in Bastrop County Rabies and Animal Control Ordinances.

2.2 Holding Periods and Disposition of Impounded Animals

- 2.2.A Dogs or Cats that are Impounded Without Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harbinger or owner of that animal, and which do not have traceable Identification, shall be held for a minimum of 48 hours, during which time period the owner may present proof of ownership at the Shelter and reclaim the animal, upon payment of all applicable fees and costs incurred during and/or related to the impoundment of the animal at the Shelter. In the event that a dog or cat is not claimed at the Shelter within 48 hours, that animal shall become the property of the County, as the City's designee.
- 2.2.B Dogs or Cats Impounded with Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harbinger or owner of that animal that have traceable identification or when an owner or harbinger of the animal is otherwise known by the County or City Animal Control personnel, shall be held by the Shelter, or its assignee, for a minimum of five (5) operational days from the date the animal enters the Shelter.
- 2.2.B.1 During this time, the City Animal Control Department or County Shelter personnel will attempt to notify the owner or harbinger of the impoundment of the animal, as shown on the identification or as otherwise determined by the County. Holidays and other days that the facility is closed are specifically excluded from the minimum five (5) day holding period, noted herein.
- 2.2.B.2 The owner or harbinger of such animals may claim them from the County at any time during the five (5) day confinement period, after compliance with the requirements herein.
- 2.2.C In the event that such an impounded animal is not claimed as set forth above, the impounded animal shall be deemed voluntarily surrendered by the owner or harbinger, and shall become the property of the County as of the start of business on the sixth (6th) day of impoundment, or at the start of business on the day following the written agreed upon date and time as stipulated under (3) (a), and the County may dispose of the animal as it deems appropriate.

2.3 The five (5) day holding period may be extended if the owner or harbinger of an animal that is impounded with identification has:

- 2.3.A Notified the Bastrop County Animal Shelter in writing, on or before the close of business on the fifth (5th) day of impoundment, and made written arrangements with the Director of the Shelter for a date and time to reclaim the animal, and
- 2.3.B Notified the Bastrop County Animal Shelter in writing, on or before the close of business on the fifth (5th) day of impoundment, and made written arrangements with the Director of the Shelter for a date and time to reclaim the animal, and
- 2.3.C Pays all applicable fees and satisfies other County requirements necessary for claiming the impounded animal.

- 2.4** Animals Surrendered by the Owner/Harborer. In addition to the voluntary surrender of animals that are not timely claimed from impoundment, as noted above, all other animals surrendered by the owner or harborer to the County shall become the property of the County immediately upon completion of the owner or harborer surrender form. Fees for owner or harborer surrendered animals are as shown in the "Bastrop Animal Shelter Fee Schedule", as published on the Bastrop County Website / Animal Shelter. A current fee is attached hereto as Exhibit "A".
- 2.5** Animals other than dogs and cats that are impounded. All animals, other than dogs or cats, that are impounded by the Animal Control Department or the Shelter, or animals that are brought to the Shelter by a person other than the owner or harborer, shall become the property of the Shelter immediately upon surrender, unless such ownership is prohibited by state or federal law.
- 2.6** Disposition of animals. Any animal that cannot be adopted or transferred to a proper and appropriate agency or person shall be euthanized by the Shelter by means approved by the American Veterinary Medical Association and/or the Texas Veterinary Medical Association or by other State of Texas approved method. S u c h euthanasia is to be administered in compliance with the laws of the State. Animals listed as endangered or protected shall be transferred to the proper authority at the earliest possible date or otherwise maintained in accordance with State and Federal laws.
- 2.7** Animals Held on Complaint or by Court Order. If a complaint has been filed in municipal court against the owner and/or harborer of an animal that is impounded at the Shelter for a violation of the Code, the animal shall not be released except on the order of the City's Animal Control Department, which may also direct the owner and/or harborer to pay any penalties for violation of its Code, in addition to payment of all impoundment fees and costs incurred by the Shelter. Surrender of an animal by the owner and/or harborer thereof, to the Shelter or the Animal Control Department, does not relieve or render the owner or harborer immune from the decision of the Court related to that animal, nor from the fees, fines, or other costs that may result from a violation of the Code.
- 2.8** Removal of Animals from Confinement Shelter
- 2.8.A Removal of animal from confinement- It is unlawful for any person to remove or allow escape from any place of confinement any dog, cat, or other animal which has been ordered to be confined in the Shelter, without the express consent of a Court of Law, or the County and/or the City.
- 2.8.B Delivery of Impounded Animals the Parties agree that City's authorized agents shall have the right to deliver impounded animals to the custody or control of the County as follows:
- 2.8.B.1 When feasible, the City will deliver impounded animals to the Shelter during the hours that the Shelter is generally open to the public, as set forth herein in Article I, Paragraph 3.
- 2.8.B.2 In addition to its general public business hours, the County will provide access to the Shelter to the City, for the delivery of animals to the Shelter.

- 2.8.B.3 Dead Animals and Fowl. Dead animals will not be accepted by the County at the Shelter unless such deceased animals are brought to be prepared for rabies specimen testing. The City Animal Control Officer shall perform the required preparation, proper storage, disposal, labeling, and transfer to the Texas Department of State Health Services testing facility.
- 2.8.B.4 At the time of delivery, the City's authorized agent(s) shall complete all Shelter Release Forms and Impoundment Forms for each animal delivered to the Shelter, including animals that are dead and submitted for rabies testing. In addition to release and impoundment forms, the City's authorized agent(s) is responsible for notifying a Shelter staff member and remaining with the animal(s) to assist during the intake process.

3. COUNTY RIGHTS and RESPONSIBILITIES

- 3.1** Bastrop County will provide the necessary impoundment and release Shelter forms for use by the City's representatives and agents.
- 3.2** Upon taking custody of impounded animals at the Shelter, the County will care for and hold such animals as per the terms of this Agreement, as follows:
- 3.3** Animals that are brought to the Shelter by the City as a result of formal complaints filed in a Court of Jurisdiction shall be held by the County as ordered by the Court. The staff at the shelter must be notified of the required hold period at the time of drop off and the ordered hold period must be clearly noted in the impound documentation.
- 3.4** Sick, injured, or animals deemed a danger to the health and welfare of citizens or Shelter staff may be humanely euthanized by the County at any time deemed appropriate, in the County's sole discretion.
- 3.5** Bastrop County shall not be obligated to provide veterinary care for any sick or injured animal that is taken by the Shelter. If either the City or County determines that it will, at its sole discretion, seek veterinary care for an impounded animal, then the owner/harbinger of such animal shall be responsible for payment of any veterinarian fees or medical care costs incurred while the animal is under impoundment at the Shelter.
- 3.6** Bastrop County will not be obligated to provide quarantine facilities or services under this Agreement but may do so at its sole discretion. If the County elects to provide such quarantine facilities or services, then all applicable quarantine fees will be paid, by the animal owner/harbinger prior to initiating the quarantine holding period. Fees for quarantine services shall be those set by the Commissioners Court. Any fees paid for quarantine services shall be the property of Bastrop County.
- 3.7** Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set by Bastrop County and as detailed in the Bastrop County Rabies and Animal Control Ordinances.
- 3.8** Quarantine of Animals at the Shelter and Disposition of suspected animals. Any Animal that has bitten or scratched a person may be quarantined for observation and disposed of by the Shelter as follow:

- 3.8.A Be immediately euthanized and submitted to DSHS for rabies testing; or
- 3.8.B Held for a period of forty-eight (48) hours, while attempting to contact the owner, then euthanized and submitted to DSHS for rabies testing; or
- 3.8.C Held for a period of ten (10) days from the date of the bite/scratch, after which 1) the owner may reclaim (upon payment of fees), 2) the animal may be transferred to a rescue agency or adopted out; or 3) the animal may be euthanized and disposed of.
- 3.9** The County will collect and retain all fees paid by animal owners who reclaim animals that have been impounded and reclaimed, regardless of which entity or agency placed the animal(s) at the Bastrop County Shelter.

3.10 The County will require owners who desire to reclaim their animals to show proper identification and current rabies vaccination, prior to release of each impounded animal. Any owner located within the jurisdiction of the City that fails to provide proof of rabies vaccination may be referred to the City Animal Control Officer for the purpose of citation in accordance with City/State law.

4. TERM and FINANCIAL CONSIDERATION

- 4.1** This Agreement shall be effective for a term of two (2) years, beginning November 1, 2023, and ending October 31, 2025.
- 4.2** The Parties agree that the financial consideration to be paid by the City to the County for performance of the services, obligations, and responsibilities under this Agreement are as follows:
- 4.3** The City shall remit to the County Two Hundred and Twenty-Five Dollars (\$225.00) per Animal for the first year of this Agreement and Two Hundred and Seventy Dollars (\$270.00) per Animal for the second year of this Agreement, which amounts due will be invoiced by the County by the 5th day of each month for the prior month's services. The City agrees to pay the invoice within 30 days.
- 4.4** If the County provides requested assistance in capturing or controlling animals within their city limits, there will be a \$100 per hour charge for those services. These fees will be in addition to the service fees in subsection 4.3 above. Any such fees will be invoiced to the City within 60 days of the services being provided.

5. MISCELLANEOUS PROVISIONS

- 5.1** Amendment or Revision the City and the County agree that a request to renegotiate, amend, or revise this Agreement may be made by either Party at any time during its term, upon a minimum of 90 days written notice to the other Party.
- 5.2** Notices Written notices related to this Agreement shall be as follows:

5.2.A To the County:

Bastrop County Judge
804 Pecan Street

Bastrop, Texas 78602
With Copy to:

Bastrop County District Attorney
804 Pecan Street
Bastrop, TX 78602

5.2.B To the City:

City Manager
1311 Chestnut Street
Bastrop Texas 78602

- 5.3** Effective Date- It is mutually understood and agreed to by the Parties hereto that this Agreement shall become effective on the later of the dates noted below and shall remain in effect for a term as set out herein, unless otherwise terminated as per the provisions set forth herein.
- 5.4** Written Notice Not to Renew- If either Party intends not to renew this Agreement, they shall give written notice to the other Party at least 90 days prior to the expiration date.
- 5.5** Automatic Renewal Scenario- Since the services provided in this Agreement are essential to the health and safety of the citizens of the City, without such written notice to not renew, and without a new Agreement regarding the matters covered in the Agreement, then this Agreement will automatically be extended in full force and effect on a year to year basis, and the fees due by the City will be increased by 20% for each ensuing year the services are provided by the County under such automatic extension.
- 5.6** No Liability of City or County Personnel - The Parties agree that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City or County may have to Immunity under the laws of the State of Texas.
- 5.7** Amendments- This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 5.8** Severability- If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 5.9** Headings- All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 5.10** Waivers- No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

5.11 Governing Law- This Agreement shall be construed, interpreted, and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Any disputes regarding this Agreement will be heard in the courts of Bastrop County, Texas, or in the Federal District Court in Austin, Western District of Texas, Austin District.

THE CITY OF BASTROP:

Mayor

Date

City Manager

Date

ATTEST:

City Secretary

COUNTY OF BASTROP:

County Judge

Date

ATTEST:

County Clerk



“The sole reason we exist is to serve the citizens of Bastrop”

Overview of the Interlocal Agreement for Animal Control Services between the city of Bastrop and Bastrop County



“The sole reason we exist is to serve the citizens of Bastrop”

Agreement Term

- Amendment approved on September 26th, 2023, for the period of October 1st, 2023 – October 31st, 2023
- Dates for new Agreement October 1st, 2023, to September 30th, 2025



"The sole reason we exist is to serve the citizens of Bastrop"

About the Bastrop County Animal Shelter

- This is the only Animal Shelter in Bastrop County
- The shelter is located on Cool Water Drive in Bastrop County
- The shelter is open to the public 7 days per week from 0800 – 1600
- The city has access to the portions of the shelter on a 24 / 7 basis
- In fiscal year 22/23 the Bastrop County Animal Shelter took in approximately 4,177 animals with varying dispositions
- There are about 18 staff members
- There are 48 working kennels and 42 under construction



"The sole reason we exist is to serve the citizens of Bastrop"

Primary change to the contract : Fees

- Previously the city paid \$12,000 as a flat fee to the county
- The cities current budgeted amount for FY 2024 is \$12,000
- The new contract will be based on a per animal fee
 - Year 1 is \$225.00 per animal
 - Year 2 is \$270 per animal



"The sole reason we exist is to serve the citizens of Bastrop"

Primary change to the contract : Fees

- FY 2022 the City had approximately 30 animal impound calls
 - $30 \times \$225.00 = \$6,750$
 - $30 \times \$275.00 = \$8,250$
- FY 2023 the city has had approximately 57 animal impound calls
 - $57 \times \$225.00 = 12,825$
 - $57 \times \$270.00 = 15,390$



"The sole reason we exist is to serve the citizens of Bastrop"

Primary change to the contract : Fees

- The idea behind the per animal charge is to attempt to ensure reunification of an animal prior to bringing it to the shelter.



“The sole reason we exist is to serve the citizens of Bastrop”

The Bastrop County Animal Shelter advises that it currently averages \$420.00 per animal (based on FY 22/ 23 numbers) for the shelter for impound and disposition services.



"The sole reason we exist is to serve the citizens of Bastrop"

Any questions????



STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

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.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

There are five (5) board of directors on the ballot for re-election. Each will be elected if they receive at least one vote. The City of Bastrop receives 192 votes based on the proportion of the 2022 levy. The 192 votes may be cast: 100% of the votes cast for one candidate; 192 votes divided equally among the five candidates; or 192 votes divided among however many candidates desired. The number of votes should equal 192.

RECOMMENDATIONS:

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.

ATTACHMENTS:

- Resolution
- Election of Board of Directors Letter
- Allocation of votes

RESOLUTION R-2023-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REGARDING THE BASTROP CENTRAL APPRAISAL DISTRICT ELECTION VOTING FOR THE 2024 BOARD OF DIRECTORS; ESTABLISHING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Bastrop is allocated 192 votes out of a total of 5,000 to cast for the candidate(s) of its choice; and

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

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

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

Candidate(s)

Votes Cast:

Redd, David

Glass, David

Archer, William (Bill)

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

APPROVED:

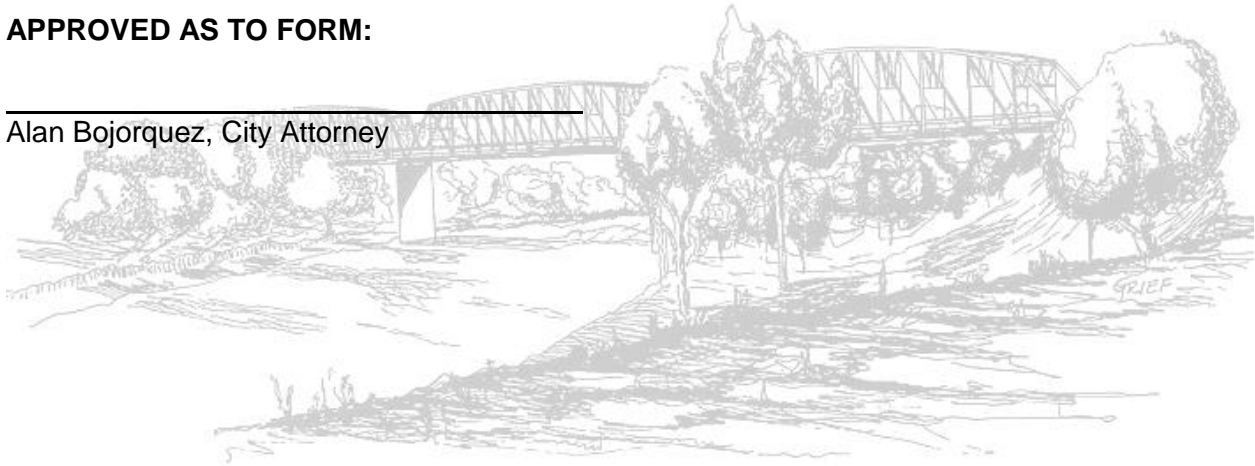
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



**CALCULATIONS for VOTING ENTITLEMENT
BASTROP CENTRAL APPRAISAL DISTRICT
2024 BOARD OF DIRECTORS**

ENTITY	2022 LEVY	TOTAL LEVY						VOTES
Bastrop County	\$ 47,632,352	/ \$ 200,976,059	X	1,000 =	237.0051	X	5 =	1,185
Bastrop ISD	\$ 93,188,957	/ \$ 200,976,059	X	1,000 =	463.6819	X	5 =	2,318
Bastrop City	\$ 7,737,012	/ \$ 200,976,059	X	1,000 =	38.4972	X	5 =	192
Elgin ISD	\$ 26,676,988	/ \$ 200,976,059	X	1,000 =	132.7371	X	5 =	664
Elgin City	\$ 4,463,197	/ \$ 200,976,059	X	1,000 =	22.2076	X	5 =	111
Lexington ISD	\$ 52,013	/ \$ 200,976,059	X	1,000 =	0.2588	X	5 =	1
McDade ISD	\$ 1,794,125	/ \$ 200,976,059	X	1,000 =	8.9271	X	5 =	45
Smithville ISD	\$ 15,450,354	/ \$ 200,976,059	X	1,000 =	76.8766	X	5 =	384
Smithville City	\$ 2,120,323	/ \$ 200,976,059	X	1,000 =	10.5501	X	5 =	53
ACC-Elgin	\$ 1,860,738	/ \$ 200,976,059	X	1,000 =	9.2585	X	5 =	46
Total Number of Votes								5,000

Sent: Tuesday, August 29, 2023 4:09 PM
To: Faun Cullens <faun@bastropcad.org>
Cc: Lynn Howell <Lynnh@bastropcad.org>
Subject: Bastrop CAD Director Appointments - Important Date October 15th
Importance: High

Dear Presiding Officer:

As you may be aware, the membership of the Bastrop Central Appraisal District Board of Directors is a position appointed by the participating taxing jurisdictions, the County, the Cities, the School Districts, and the Community College.

The term for the current Board of Directors will expire on December 31, 2023. This is an appointment year for Bastrop and there are several stages in the process that are subject to a deadline.

1. Taxing jurisdictions nominate up to five members on or before October 15th.
2. Taxing jurisdictions receive a ballot of all nominations on or before October 30th.
3. Taxing jurisdictions distribute their allocated votes to a single nominee or several nominations on the ballot, by resolution at a regular session, delivered to the appraisal district on or before December 15th.

Legislative changes if approved by the voters will require the number of board members for the appraisal district to be increased from five to nine. Five members appointed by the taxing jurisdictions, three members elected at large at the May, 2024 election, and one elected Tax Assessor/Collector. So, there will be five appointed and four elected officials for the Board of Directors, effective July 1, 2024.

Please note that the Tax Assessor/Collector becomes a voting board member effective July 1, 2024. It is recommended that the Tax Assessor/Collector **NOT** be appointed as one of the five appointed members. The Tax Assessor/Collector will continue to serve on the Board of Directors from January 1, 2024 to June 30, 2024 as a non-voting member, with voting privileges beginning July 1, 2024.

The term for the appointed member will be from January 1, 2024 to December 31, 2024, one-year. Legislative changes this year will require a staggered four-year term, requiring an appointment process again in 2024 and 2025 to accomplish the staggered terms.

Current board members that have expressed an interest in being nominated are:

David Redd – Bastrop Community
David Glass – Elgin Community
William (Bill) Archer – Bastrop Community

Should you nominate the three listed, we still need an additional two or more nominations. The ballot can have more than five nominations listed. The top five votes will determine the five appointed members.

Those who have expressed an interest from the community (the taxing authority who nominates must have contacted the individual to confirm the interest to serve).

Jeannie Ralph – Smithville Community
Stacy Tiner – Smithville Community
Pamela Harkins – Elgin Community

When you are looking for individuals to nominate, they must be a resident of the county and they must have lived in the county for at least two years. They cannot be related to an employee of the appraisal district. Further qualifications can be found on the Comptroller’s website. The following link should direct you to the source document: <https://bastropcad.org/wp-content/uploads/2023/04/96-301-27.pdf>

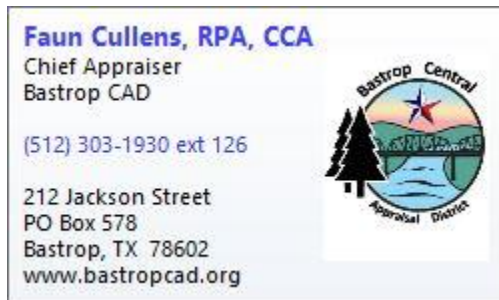
Other helpful information: The Board of Directors meets at least once a quarter. Meetings typically start at 3:00 p.m. and last from one to two hours.

Attached is the Allocation of Votes and a sample Nomination Resolution.

If you have any questions, please let me know as soon as possible. Please note the first deadline is for the nominations and it is October 15th.

Thank you,

Faun





STAFF REPORT

MEETING DATE: October 10, 2023

TITLE:

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.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to final plat lots within the approved section of the subdivision prior to the completion of all public improvements.

The cost estimates and scope of work included in the attached agreement have been reviewed by the necessary city staff. The Public Improvement Plans and final drainage plan have been approved by the City Engineer.

POLICY EXPLANATION:

Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or policy regulations that are 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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Sylvia Carrillo, City Manager recommends approval of Resolution No. R-2023-155.

ATTACHMENTS:

- Valverde Resolution No. R-2023-155
- Exhibit A – Valverde Major Tract Improvements Off-Site Water Line PIPA

RESOLUTION NO. R-2023-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH CONTINENTAL HOMES OF TEXAS, LP, FOR BASTROP 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.

WHEREAS, Continental Homes of Texas, LP, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following Nancey Blakey Survey, Abstract 98, Situated in Bastrop County, Texas, being out of a 399.878 acre tract of land; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement 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 10th day of October, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
VALVERDE PHASE 1 MAJOR TRACT IMPROVEMENTS
OFF-SITE WATER LINE

The State of Texas
County of Bastrop

WHEREAS, Continental Homes of Texas, LP, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements within the utility Easements as recorded in Bastrop County Official Public Records being Document Numbers _____, _____ and _____.

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Ryan Gray, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of water distribution facilities (City of Bastrop); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for Valverde Phase 1 Major Tract Improvements Off-Site Water Line approved by the City on _____, 2023.

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be three- and one-half percent (3.5%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the Master Fee Schedule adopted with Ordinance Number 2019-42.

- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;

 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.
- c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.
- d) In order to record the Final Plat, the developer must complete one of the following:
1. Have received a Letter of Acceptance from the City Engineer; or
 2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance and Construction Standards during all phases of construction. The Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on _____, 2023.

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Water Distribution and Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer are as follows:

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$2,140,469.47	\$2,140,469.47	\$0.00
Sanitary Sewer Facilities	\$0.00	\$0.00	\$0.00
Total Construction Cost	\$2,140,469.47	\$2,140,469.47	\$0.00

2.20 Drainage Improvements

The distribution of costs between the City and the Developer for drainage improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$0.00	\$0.00	\$0.00

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Tract Improvements Off-site Water Line**

2.30 Street Improvements

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$14,277.53	\$14,277.53	\$0.00
Erosion Control Items	\$36,026.47	\$36,026.47	\$0.00
Total Construction Cost	\$50,304.00	\$50,304.00	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$2,140,469.47
Storm Drainage Facilities	\$0.00
Streets, Sidewalks & Erosion Control Improvements	\$50,304.00
Total Development Assurance Amounts	\$2,190,773.47

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

Item 9H.

**INSPECTION FEES TO BE PAID PRIOR TO
PRE-CONSTRUCTION MEETING:**

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	3.5%	\$50,304.00	\$1,760.64
Water	3.5%	\$2,140,469.47	\$74,916.43
Wastewater	3.5%	\$0.00	\$0.00
Drainage	3.5%	\$0.00	\$0.00
Payment to the City			\$76,677.07

The final construction amount is **[\$2,190,773.47]**, and the Public Improvement Inspection fee amount is **[\$76,677.07]** (the “Final Fiscal Guaranty Amount”).

RECOMMENDED:

Tony Buonodono, P. E.
City Engineer

Date

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

3.00 Miscellaneous Improvements

3.10 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner, or developer at the time of Building Permit issuance for each individual lot within Valverde Phase 1 and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance as of the date of this agreement.

Impact Fees to be paid are as follows:

	Number Lots	Fee per Lot	Final Assessment Amount
Water Impact Fee	0 residential lots	N/A	\$0
Wastewater Impact Fee	0 residential lots	N/A	\$0
Total Impact Fees			\$0

RECOMMENDED:

Curtis Hancock	Date
Director of Public Works	

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of Valverde Phase 1 Major Tract Improvement Off-Site Water Line, the utility improvements shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

This project is subject to the “Viridian Development Agreement”. If there are any conflicts between this agreement and the “Viridian Development Agreement”, the “Viridian Development Agreement” shall overrule.

**Public Improvement Plan Agreement – Valverde Phase 1 Major
Tract Improvements Off-site Water Line**

Item 9H.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the __th day of September, 2023.

Valverde Phase 1 Offsite Water Line

City of Bastrop, Texas

Ryan Gray
Continental Homes of Texas, LP

Sylvia Carrillo
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department

VALVERDE OFFSITE WATER LINE

TRAVIS COUNTY, TEXAS
Bid Tabulation - February 6, 2023

SECTION I: WATER IMPROVEMENTS					
BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1-01	8-INCH C-900, DR-14 POTABLE (BLUE) WATER LINE AND APPURTENANCES, ALL DEPTHS, PER LINEAR FOOT, COMPLETE AND IN PLACE (CIP)	16	LF	\$ 140.10	\$ 2,241.60
1-02	16-INCH C-900, DR-14 POTABLE (BLUE) WATER LINE AND APPURTENANCES, ALL DEPTHS, PER LINEAR FOOT, CIP	19	LF	\$ 309.81	\$ 5,886.39
1-03	RESTRAINED 24-INCH C-900, DR-14 POTABLE (BLUE) WATER LINE AND APPURTENANCES, ALL DEPTHS, PER LINEAR FOOT, CIP	3,146	LF	\$ 351.24	\$ 1,105,001.04
1-04	UNRESTRAINED 24-INCH C-900, DR-14 POTABLE (BLUE) WATER LINE AND APPURTENANCES, ALL DEPTHS, PER LINEAR FOOT, CIP	87	LF	\$ 339.58	\$ 29,543.46
1-05	BORE FOR 24-INCH WATERLINE UNDERNEATH SH-71, INCLUDING CARRIER PIPE, 36-INCH STEEL ENCASEMENT, AND ALL RESTRAINED JOINTS AND FITTINGS, PER LINEAR FOOT, CIP	453	LF	\$ 945.56	\$ 428,338.68
1-06	FIRE HYDRANT, INCLUDING 6-INCH LEAD AND 6-INCH VALVE, PER EACH, CIP	11	EA	\$ 10,193.56	\$ 112,129.16
1-07	AIR RELEASE VALVE, PER EACH, CIP	1	EA	\$ 6,422.24	\$ 6,422.24
1-08	8-INCH GATE VALVE, PER EACH, CIP	2	EA	\$ 4,504.11	\$ 9,008.22
1-09	16-INCH GATE VALVE, PER EACH, CIP	2	EA	\$ 24,748.24	\$ 49,496.48
1-10	24-INCH GATE VALVE, PER EACH, CIP	10	EA	\$ 38,581.68	\$ 385,816.80
1-11	16-INCH X 16-INCH WET CONNECTION, PER EACH, CIP	1	EA	\$ 4,755.32	\$ 4,755.32
1-12	TRENCH SAFETY, PER LINEAR FOOT, CIP	3,268	LF	\$ 0.56	\$ 1,830.08
SUBTOTAL WATER IMPROVEMENTS					\$ 2,140,469.47

SECTION II: EROSION AND SEDIMENTATION CONTROLS					
BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2-01	HYDROMULCH SEEDING FOR EROSION CONTROL (ALL DISTURBED AREAS), PER SQUARE YARD, CIP	17,266	SY	\$ 1.39	\$ 23,999.74
2-02	STABILIZED CONSTRUCTION ENTRANCE, PER EACH, CIP	3	EA	\$ 1,121.41	\$ 3,364.23
2-03	SILT FENCE FOR EROSION CONTROL, PER LINEAR FOOT, CIP	2,750	LF	\$ 3.15	\$ 8,662.50
SUBTOTAL EROSION AND SEDIMENTATION CONTROLS					\$ 36,026.47

SECTION III: SITE & PAVING IMPROVEMENTS					
BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3-01	REMOVE AND REPLACE ASPHALT APPROACH, PER EACH, CIP	1	EA	\$ 11,135.03	\$ 11,135.03
3-02	CLEARING AND GRUBBING, PER ACRE, CIP	3	AC	\$ 1,047.50	\$ 3,142.50
SUBTOTAL PAVING IMPROVEMENTS					\$ 14,277.53

VALVERDE OFFSITE WATERLINE ITEMS	
SECTION I: WATER IMPROVEMENTS	\$ 2,140,469.47
SECTION II: EROSION AND SEDIMENTATION CONTROLS	\$ 36,026.47
SECTION III: SITE & PAVING IMPROVEMENTS	\$ 14,277.53

VALVERDE OFFSITE WATERLINE TOTAL ALL IMPROVEMENTS \$ 2,190,773.47

10/04/23

