

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



June 13, 2023

AMENDED (Item 8G) Regular 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** - Mia, Christian, and Luke Chavez

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

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

4. **PRESENTATIONS**

4A. Mayor's Report

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

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

[4D.](#) A proclamation of the City Council of the City of Bastrop, Texas recognizing June 19, 2023, as Juneteenth Day.

Submitted by: Victoria Psencik, Assistant City Secretary

4E. Recognition of outgoing Mayor Connie Schroeder.

RECEPTION FOR MAYOR SCHROEDER - RECESS MEETING FOR 20 MINUTES.

5. WORK SESSIONS/BRIEFINGS

[5A.](#) Presentation and discussion on Land Use Assumptions and Capital Improvements Plan as it relates to the Traffic Impact Fee Study.

Submitted by, Trey Job, Assistant City Manager

[5B.](#) Receive presentation on the Engineer's Intersection Improvements Traffic Analyses.

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

6. STAFF AND BOARD REPORTS - NONE

7. CITIZEN COMMENTS

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

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the May 22, 2023, Leadership Summit and May 23, 2023, Regular Council meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve Resolution No. R-2023-86 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to enter into certain agreements related to the sale of certain real property located at the 2000 Block of Mill Street, Building Block 142 East of Water Street, and the 2000 Block of South Street, Building Block 143 East of Water Street.

Submitted by: Trey Job, Assistant City Manager

8C. Consider action to approve Resolution No. R-2023-85 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for a target industry analysis in an amount not to exceed fifty thousand dollars (\$50,000.00); repealing all resolutions in conflict; and providing an effective date.

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

8D. Consider action to approve the first reading of Ordinance No. 2023-11, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, of the Bastrop Building Block (B3) Code, Article 2.4 Administration, Sec. 2.4.001(c) (1), and (4) Nonconforming Uses and Structures; (d) hanging Nonconforming Use (1) (a) (i) (b) and (e); and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

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

8E. Consider action to approve Resolution No. R-2023-88 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement between the City of Bastrop and Bastrop County, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by, Trey Job, Assistant City Manager

8F. Consider action to approve Resolution No. R-2023-87 of the City Council of the City of Bastrop, Texas, consenting to the creation and division of Garfield Municipal Utility District; providing for an open meetings clause; and providing for an effective date.

Submitted by Trey Job, Assistant City Manager

8G. Consider action to approve Resolution R 2023-89 approving appointment of Jacob Dannen, JD as Associate Municipal Judge, Bastrop Municipal Court, City of Bastrop and approving a contract to provide services, attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

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

9. ITEMS FOR INDIVIDUAL CONSIDERATION - NONE

10. EXECUTIVE SESSION

10A. City Council shall convene into closed executive session pursuant to Texas Government Codes sections 551.071 and 551.072 to seek the advice of legal counsel regarding counteroffers for real estate acquisitions for the South Side Wastewater Collection System and related real estate matters.

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

12. **ADJOURNMENT**

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, June 9, 2023 at 1:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Victoria Psencik
Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: June 13, 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.

Mayor's Report
June 13, 2023



Latest Activities

May 23 – June 6

Events in 2023: 209



Planned Events

June 7- 13

Item 4A.

- June 7 – Chamber Lunch
- June 8 – Classic Bank Ribbon Cutting
- June 9 – Opening Night “The Last Duel in Bastrop” Bastrop County Bar Association
- June 10 – Run off Election
- June 12
 - Commissioner’s Court
 - BEDC Special Budget Meeting
- June 13 – Council Meeting



Upcoming Events & City Meetings

Item 4A.

- June 14 – CAPCOG Executive Committee Meeting
- June 15 –
 - TML Legislative Wrap Up
 - Town Hall
- June 16 – Bob Bryant Mural Ribbon Cutting
- June 17
 - Juneteenth Celebration
 - Blue Flame Car Show
- June 19 – City Offices Closed
- June 20 –
 - Brian Black Project
 - Special City Council Meeting – Canvass Runoff Election Votes





STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: June 13, 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:

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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: June 13, 2023

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing June 19, 2023, as Juneteenth Day.

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary





PROCLAMATION



WHEREAS, *The Emancipation Proclamation was signed into law by President Abraham Lincoln on January 1, 1863 declaring the slaves in Confederate Territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and*

WHEREAS, *Texans did not receive word of the Emancipation Proclamation until June 19, 1865, two and half years after it was signed into law, when Major General Gordon Granger sailed into Galveston Island announcing that the Civil War had ended, reading the proclamation, and issuing a general order declaring that "in accordance with a proclamation from the Executive of the United States, all slaves are free; and*

WHEREAS, *2023 marks the 160th anniversary of the law; and*

WHEREAS, in 1979 Texas State Representative Al Edwards sponsored HB 1016 in the Legislature, which was signed by Texas Governor Bill Clements, making Juneteenth an official state holiday in Texas; and

WHEREAS, June 19th has a special meaning to African American's and is called Juneteenth combining the words June and Nineteenth, also known as Freedom Day or Emancipation Day, an annual holiday originating in Texas but celebrated in over 35 states, the District of Columbia, and internationally; and

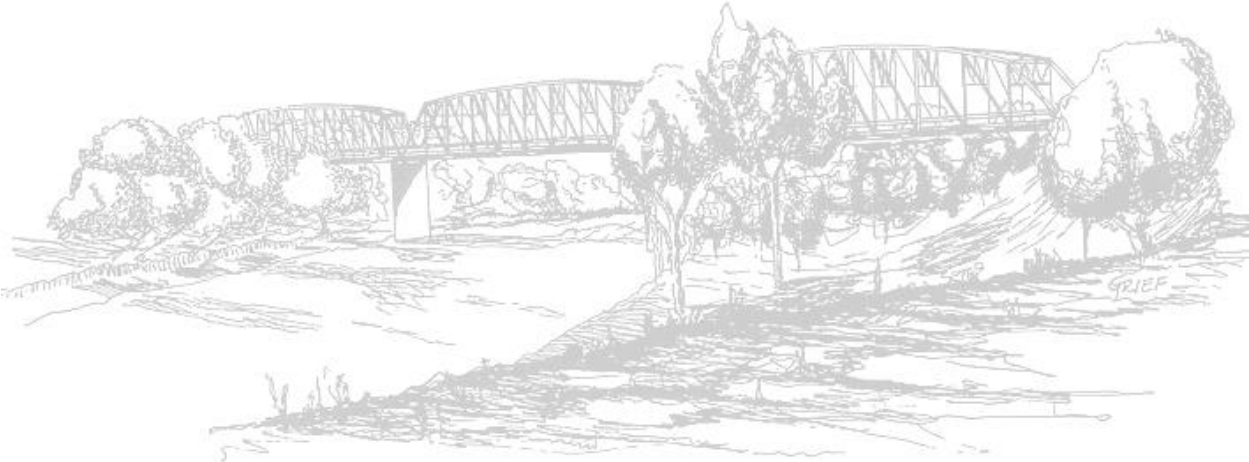
WHEREAS, On Saturday, June 17th, 2023, the Bastrop Juneteenth Committee will recognize the 36th anniversary of an organization celebrating this event. The 2023 Bastrop Juneteenth Committee continues the tradition established by several other Juneteenth Committees through the years to organize the celebration. The Committee will celebrate and honor African American citizens who have contributed to the Bastrop Community with a parade and festival to commemorate the rich heritage of African Americans in our history. The Juneteenth Committee in partnership with the City of Bastrop and numerous sponsors, organizations, and citizens of our community, join to make this year's event, and future events an annual success.

NOW, THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim Monday, June 19th, 2023 as:

JUNETEENTH DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 13th day of June, 2023.

Connie B. Schroeder, Mayor





STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Presentation and discussion on Land Use Assumptions and Capital Improvements Plan for City Council.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop has been experiencing steady growth in population and development. This increased development leads to an increase in vehicles that drive in and around Bastrop. All development, residential and commercial, creates an impact on the existing street network and causes the need for new streets and improvements (stop lights, acceleration lanes, turn lanes, etc.). The Transportation Impact Fee Study will examine the Future Land Use Plan, the Master Transportation Master Plan and historic growth trends to determine the maximum assessable roadway impact fee that may be assessed per Chapter 395 of the Texas Local Government Code. With this information, the City can adopt the roadway impact fee to implement the Transportation Master Plan through future Capital Improvement Plan projects. This study was funded for FY2023, and Kimley-Horn and Associates was awarded the project in October.

Jake Gutekunst with Kimley-Horn will present on the Transportation Impact Fee Study process and land use assumptions.

ATTACHMENTS:

- Presentation



Bastrop Council Meeting Public Hearing on Land Use Assumptions and Capital Improvements Plan

Kimley»Horn

June 13, 2023

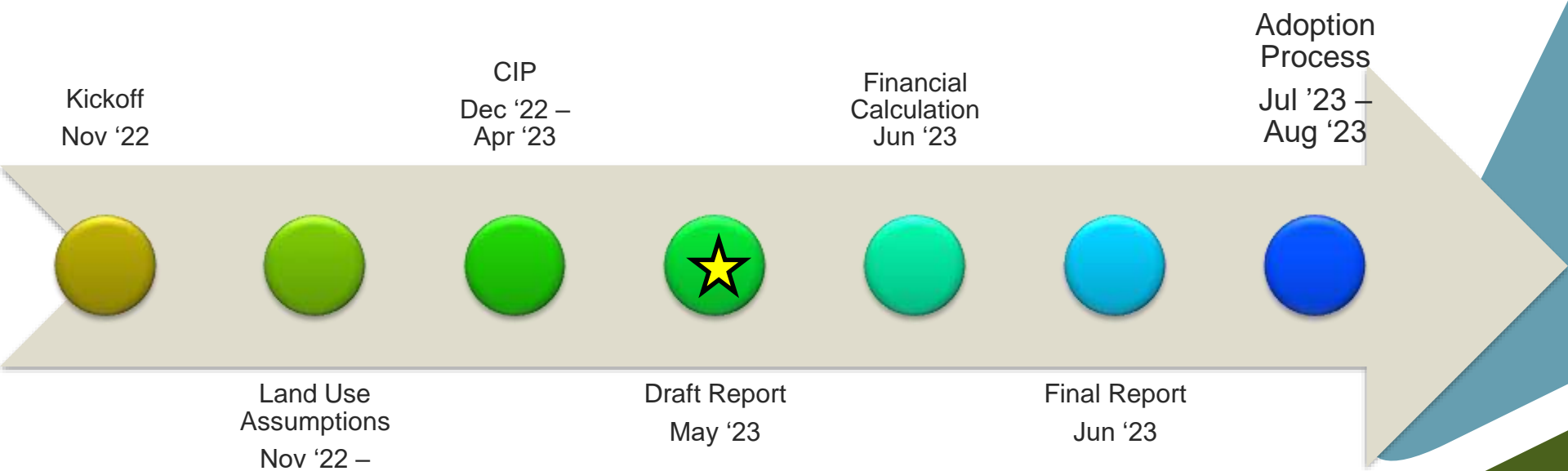
Rough Outline

- Roadway Impact Fee Process
- Land Use Assumptions
- Draft Capital Improvements Plan

Council Role in Process

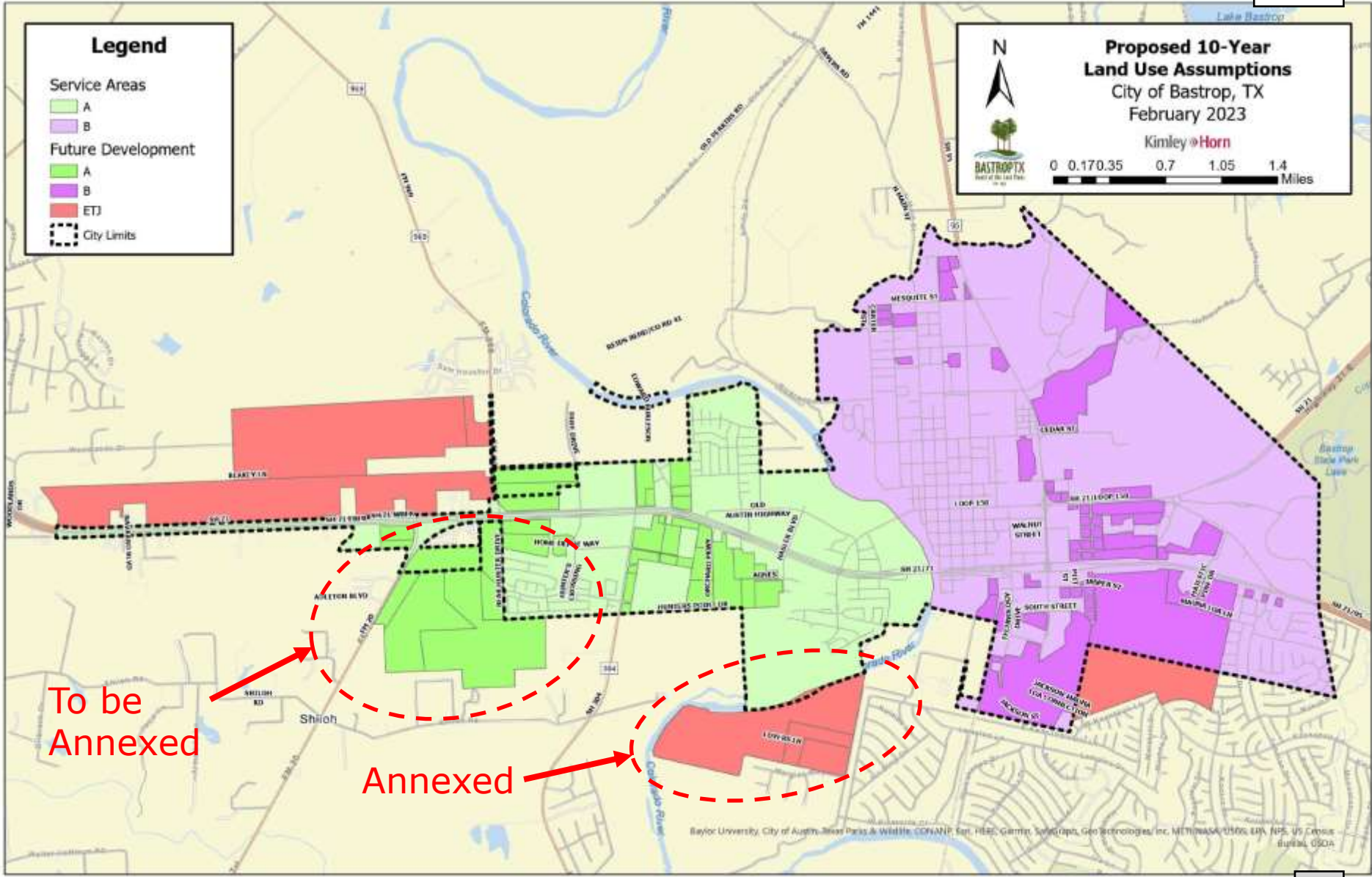
- 2 Public Hearings & resolutions to set
- Ordinance
- Comments from Impact Fee Advisory Committee on each:
 - Land Use Assumptions & Impact Fee CIP (Study Assumptions) **TODAY**
 - Transportation Impact Fee Study
 - Maximum Fee from Study
 - Policy considerations (collection rate, discounts, other city objectives)

Project Timeline



Roadway Impact Fee 101, Overview on draft Land Use Assumptions & CIP, no action

LAND USE ASSUMPTIONS



Draft Land Use Assumptions (10-year Growth)

Service Area	Residential		Commercial		
	Single-Family	Multifamily	Industrial	Office	Retail
	Dwelling Units		Square Feet		
SA A	1,078	3,470	-	491,000	2,347,000
SA B	1,780	1,575	2,170,000	217,000	949,000
Sub-total	2,858	5,045	2,170,000	708,000	3,296,000
Total	7,903		6,174,000		

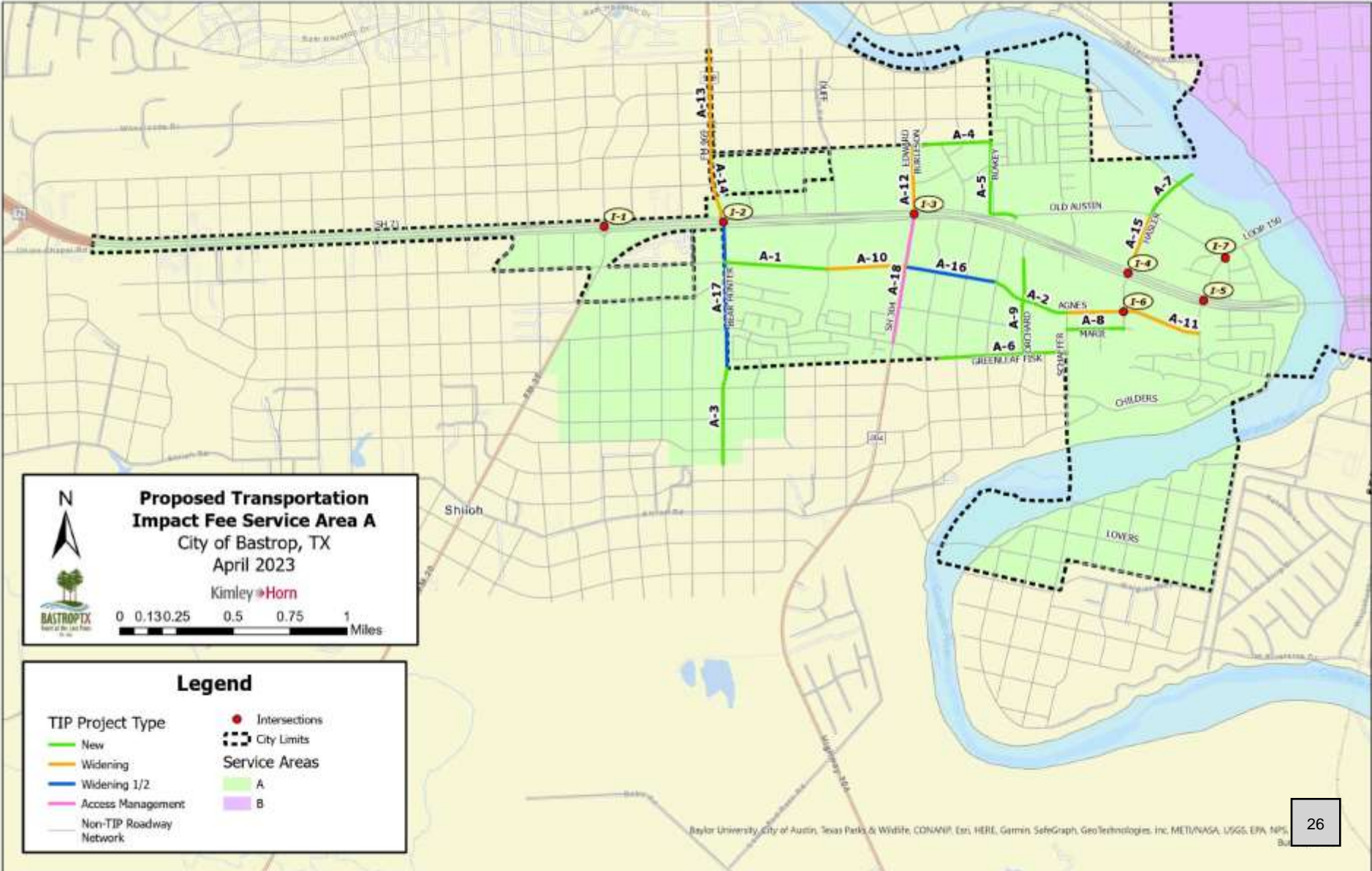
CAPITAL IMPROVEMENTS PLAN

Capital Improvements Plan: Requirements

- Transportation Impact Fee Capital Improvements Plan (TIF CIP) based on the portion of the Thoroughfare Plan needed for future growth
- The TIF CIP does not need to match the City's overall CIP (this is 10-year horizon for growth only)
- Should only include roadways that are for system capacity (*non-site specific, not a local access road*)
- TIF CIP must be updated at least every 5 years

Service Area A - Map

Item 5A.



Proposed Transportation Impact Fee Service Area A
 City of Bastrop, TX
 April 2023
 Kimley-Horn

0 0.130.25 0.5 0.75 1 Miles

Legend

TIP Project Type

- New
- Widening
- Widening 1/2
- Access Management
- Non-TIP Roadway Network

Intersections

- City Limits

Service Areas

- A
- B

Service Area A – Tabular Projects

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area
<i>Roadway Improvements</i>						
A	A-1	4D (80)	Agnes (1)	Bear Hunter Drive to Hunter's Crossing	0.46	100%
	A-2	4D (80)	Agnes (2)	Hospital Drive to Schaefer Blvd	0.35	100%
	A-3	4D (80)	Bear Hunter Drive (1)	Bear Hunter Drive (existing) to 1,000' N of Shiloh Rd	0.42	100%
	A-4	2U (50)	Blakey Ln (1)	Edward Burleson Ln to 1,830' E of Edward Burleson Ln	0.35	100%
	A-5	2U (50)	Blakey Ln (2)	City Limits to Old Austin Highway	0.43	100%
	A-6	3U (56)	Greenleaf Fisk Dr	Bass Drive to Schaefer Blvd	0.57	100%
	A-7	4D (80)	Hasler Blvd (1)	Old Austin Hwy to Colorado River	0.26	100%
	A-8	2U (50)	Marie St	Schaefer Blvd to Hasler Blvd	0.25	100%
	A-9	3U (56)	Orchard Pkwy	SH 71 to Hunters Point Drive	0.42	100%
	A-10	4D (80)	Agnes (3)	Schaefer Blvd to Childers Drive	0.60	100%
	A-11	4D (80)	Edward Burleson	Blakey to SH 21 EBFR	0.32	100%
	A-12	4D (110)	FM 969 (1)	City Limits to Blakey Ln	0.46	100%
	A-13	4D (110)	FM 969 (2)	Blakey Ln to State Highway 21	0.28	100%
	A-14	4D (80)	Hasler Blvd (2)	Old Austin Hwy to SH 21	0.25	100%
	A-15	4D (80)	Home Depot Way	Hunter's Crossing to SH 304	0.34	100%
	A-16	4D (80)	Agnes (4)	SH 304 to Hospital Drive	0.41	100%
	A-17	4D (80)	Bear Hunter Drive (2)	State Highway 21 to Bear Hunter Drive (existing)	0.63	100%
	A-18	4D (110)	SH 304	SH 21 EBFR to Hunters Point Dr	0.55	100%
<i>Intersection Improvements</i>						
	I-1	-	Highway 71 & FM 20	Traffic Signal	-	100%
	I-2	-	FM 969 / Bear Hunter & SH 21	Overpass	-	100%
	I-3	-	Edward Burleson Ln / SH 304 & SH 21	Intersection Improvements	-	100%
	I-4	-	Hasler Blvd & SH 21	Intersection Improvements	-	100%
	I-5	-	Loop 150 / Childers Dr & SH 21	Intersection Improvements	-	100%
	I-6	-	Agnes & Hasler	Roundabout	-	100%
	I-7	-	Old Austin & Loop 150	Roundabout	-	100%

Service Area B – Tabular Projects

Item 5A.

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area
B	<i>Roadway Improvements</i>					
	B-1	2U (50)	Carter St	Mesquite St to Magnolia St	0.17	100%
	B-2	2U (50)	Chambers St	Cedar St to Farm St	0.29	100%
	B-3	2U (50)	Future Collector A	Pitt St to Future Collector B	0.22	100%
	B-4	2U (50)	Future Collector B	Lost Pines Ave to SH 71	0.19	100%
	B-5	2U (50)	Future Collector C	Technology Drive extension to City Limits	0.17	100%
	B-6	2U (50)	Future Collector D	Jackson St extension to 420' E of Jackson St extension	0.08	100%
	B-7	4D (80)	Hasler Blvd (3)	Colorado River to Willow St	0.29	100%
	B-8	4D (80)	Jackson St (1)	Jackson St (existing) to 1,260' S of Jackson St	0.24	100%
	B-9	2U (50)	Jasper St (1)	Jackson St to 930' E of Jackson St	0.18	100%
	B-10	2U (50)	Jasper St (2)	930' E of Jackson St to Hidden Hollow Ct	0.51	100%
	B-11	2U (50)	Majestic Pine Dr	Majestic Pine Dr (existing) to Mauna Loa Ln	0.10	100%
	B-12	2U (50)	Mauna Loa Ln (1)	Pine Lodge Dr to Briar Forest Dr	0.95	100%
	B-13	3U (56)	Mesquite St (1)	800' W of Wilson St to Wilson St	0.15	100%
	B-14	3U (56)	Mesquite St (2)	SH 95 to Piney Ridge Dr	0.41	100%
	B-15	2U (50)	Pitt St	SH 71 to Jasper St	0.10	100%
	B-16	3U (56)	South Street (1)	Lovers Lane to South St (existing)	0.33	100%
	B-17	3U (56)	South Street (2)	1,200' E of Jackson St to Mauna Loa Ln	0.21	100%
	B-18	2U (50)	Technology Drive (1)	Mill St to Business Park Dr	0.14	100%
	B-19	2U (50)	Technology Drive (2)	Technology Drive (existing) to City Limits	0.46	100%
	B-20	2U (50)	Walnut Street	Martin Luther King Dr to SH 21	0.22	100%
	B-21	4D (80)	Jackson St (2)	SH 21 to South St	0.25	100%
	B-22	3U (56)	Lovers Ln	City Limits to College St	0.29	100%
	B-23	2U (50)	Mauna Loa Ln (2)	Briar Forest Dr to Tahitian Dr	0.23	100%
	B-24	3U (56)	Mesquite St (3)	Wilson St to SH 95	0.52	100%
	B-25	4D (110)	SH 95 (1)	Mesquite St to 700' S of Mesquite St	0.13	100%
	B-26	4D (110)	SH 95 (2)	700' S of Mesquite St to Hawthorne St	0.51	100%
	B-27	4D (110)	SH 95 (3)	Hawthorne St to Cedar St	0.30	100%
	B-28	4D (110)	SH 95 (4)	Cedar St to Spring St	0.36	100%
	B-29	4D (110)	SH 95 (5)	Farm St to Chestnut St/SH 21	0.16	100%
	B-30	3U (56)	South Street (3)	650' W of Jackson St to 1,200' E of Jackson St	0.32	100%
	B-31	4D (110)	SH 21 (1)	Chestnut St to Walnut St	0.30	100%
	B-32	4D (110)	SH 21 (2)	Walnut St to SH 21 WBFR	0.43	100%
	B-33	4D (110)	SH 95 (6)	SH 21 WBFR to SH 21 EBFR	0.11	100%
<i>Intersection Improvements</i>						
I-8	-	-	Mesquite St & SH 95	Traffic Signal	-	100%
I-9	-	-	SH 95 & Cedar St	Traffic Signal	-	100%

QUESTIONS?

PUBLIC HEARING AND ACTION

Next Steps

- July / August maximum fee with draft full study and discuss policy items based on comments from CIAC:
 - Collection Rate
 - Effective Date
 - Other policy items

CITY OF BASTROP, TEXAS LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR THE 2023 TRANSPORTATION IMPACT FEE STUDY



May
2023

Prepared for the City of Bastrop

Prepared by:

Kimley-Horn and Associates, Inc.

10814 Jollyville Road, Campus IV, Suite 200

Austin, TX 78759

Phone 512 418 1771

TBPE Firm Registration Number: F-928

Project Number: 069243307

© Kimley-Horn and Associates, Inc.

TABLE OF CONTENTS

1. Introduction..... 1
2. Transportation Impact Fee Calculation Inputs 2
A. Land Use Assumptions2
B. Capital Improvement Plan8

LIST OF TABLES

Table 1. Land Use Assumptions Growth Projections (2023-2033).....7
Table 2. Capital Improvement Plan for Transportation Impact Fees - Service Area A9
Table 3. Capital Improvement Plan for Transportation Impact Fees - Service Area B..... 10

LIST OF EXHIBITS

Exhibit 1. Transportation Service Areas.....4
Exhibit 2. Transportation Impact Fee CIP - Service Area A..... 11
Exhibit 3. Transportation Impact Fee CIP - Service Area B 12

1. INTRODUCTION

Chapter 395 of the Texas Local Government Code describes the procedure Texas cities must follow in order to create and implement impact fees. Senate Bill 243 (SB 243) amended Chapter 395 in September 2001 to define an impact fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.”

The City of Bastrop has retained Kimley-Horn to provide professional transportation engineering services for the 2023 Transportation Impact Fee (TIF) Study. The final impact fee report will include details of the Transportation Impact Fee calculation methodology in accordance with Chapter 395, the applicable Land Use Assumptions, development of the TIF Capital Improvements Plan (CIP), and the Land Use Vehicle-Mile Equivalency Table.

This preliminary report introduces and references two of the basic inputs to the Transportation Impact Fee:

1. **Land Use Assumptions**
2. **Capital Improvement Plan**

Information from the Land Use Assumptions and this Capital Improvement Plan are used extensively throughout the remainder of the report.

The finalized impact fee report, to be submitted at a later date, will consist of a detailed discussion of the methodology for the computation of impact fees, to be broken into three components:

1. **Methodology for Transportation Impact Fees**
2. **Transportation Impact Fee Calculation**
3. **Plan for Awarding the Transportation Impact Fee Credit**

2. TRANSPORTATION IMPACT FEE CALCULATION INPUTS

A. LAND USE ASSUMPTIONS

Purpose

Impact Fees are a mechanism for funding the public infrastructure necessitated by growth. In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development growth creating new infrastructure needs. In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for residential and employment growth projections within a municipality. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and development in the service area. The land use assumptions are then used in determining the need and timing of transportation improvements to serve future development.

This section documents the process used to develop the Land Use Assumptions for the City of Bastrop's Impact Fee Study. In accordance with Chapter 395 of the Texas Local Government Code, Transportation Impact fees must be calculated based on reasonable expectations of residential and employment growth within the next ten years (2023-2033). The following resources provided the information required to complete the Land Use Assumptions:

- Projected new developments
- Developments currently under construction
- Recently platted developments
- City of Bastrop Comprehensive Plan
- City of Bastrop Transportation Master Plan (Thoroughfare Plan)
- City of Bastrop Staff

Components of the Land Use Assumptions Section

The Land Use Assumptions include the following components:

1. **Impact Fee Study Service Areas** - Explanation of the divisions of Bastrop into service areas for Transportation Impact Fees.

- 2. **Land Use Assumptions Methodology** - An overview of the general methodology used to generate the land use assumptions.
- 3. **Ten-Year Growth Assumptions** - Walk-through of the growth projections for 2023-2033.

Impact Fee Study Service Areas

Service Area Definition

According to Chapter 395 of the Local Government Code, a Service Area refers to the area within the corporate boundaries or extraterritorial jurisdiction of the political subdivision to be served by the capital improvement or facilities specified in the Capital Improvement Plan. For roadway impact fees (called “transportation impact fees” in Bastrop), Service Areas are limited to the corporate boundaries of the City. Funds collected in the specific service areas must be spent in the service area collected. Chapter 395 specifies that “the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles.” This resulted in the creation of two (2) service areas in the City of Bastrop.

Transportation Impact Fee Service Areas

The geographic boundaries of the two (2) impact fee service areas for transportation facilities are shown in **Exhibit 1**. For roadway facilities, the service areas are limited to those areas within the current corporate limits. Therefore, areas within the extraterritorial jurisdiction (ETJ) are excluded from this study.

The Colorado River serves as the primary service area boundary, dividing the City into Service Area A to the west and Service Area B to the east, with the exception of an area within a bend in the Colorado River on the south side of the City to keep Service Area A contiguous. At locations where service area boundaries follow a thoroughfare facility, the proposed boundary is intended to follow the centerline of the roadway. In cases where a service area boundary follows the City Limits, only those portions of the facility within the City Limits area are included in the service area.

Legend

Service Areas

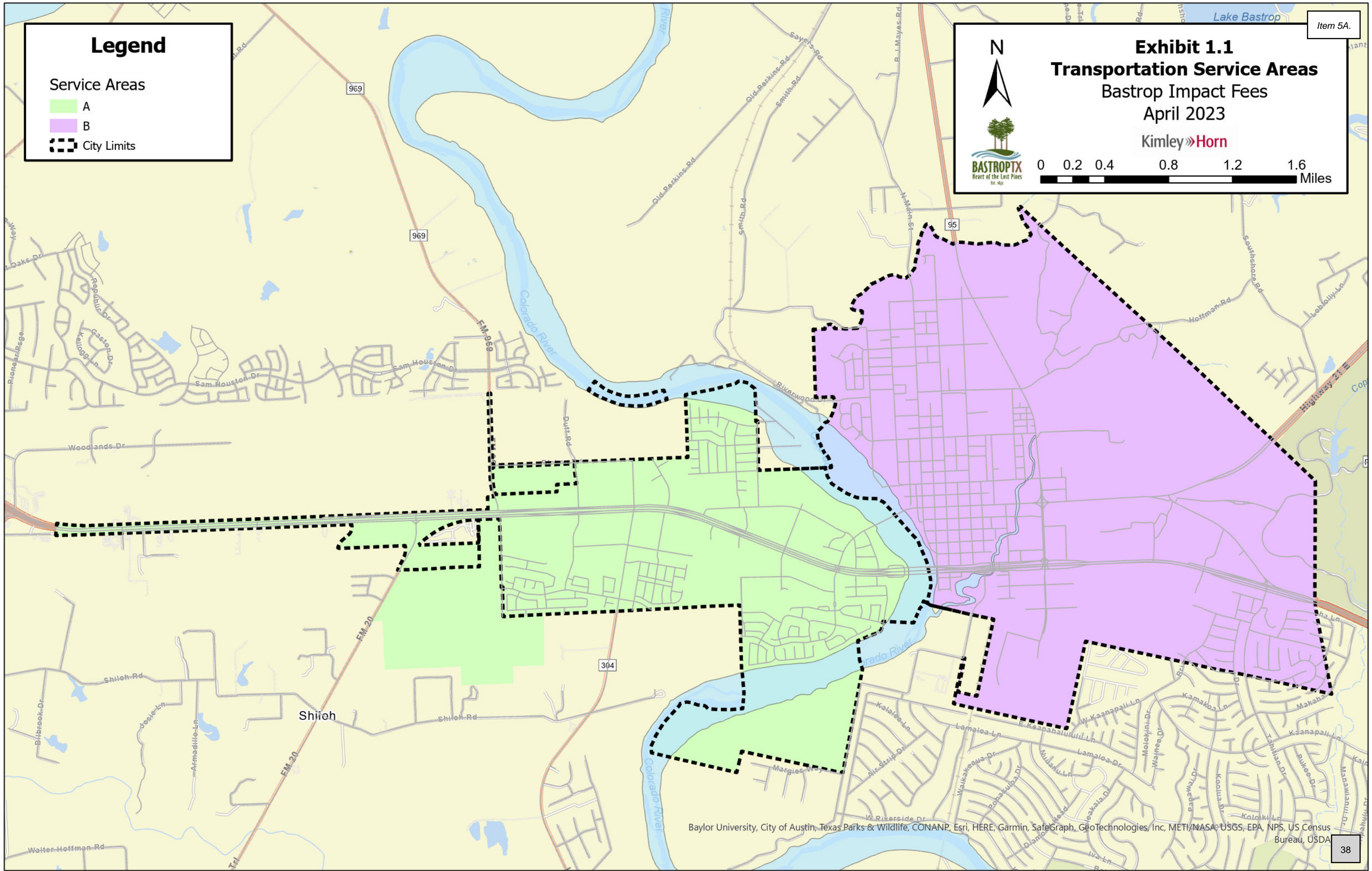
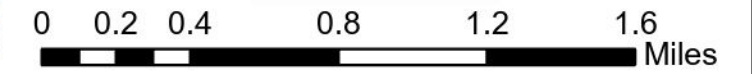
- A
- B
- City Limits



Exhibit 1.1 Transportation Service Areas Bastrop Impact Fees April 2023



Kimley»Horn



Land Use Assumptions Methodology

The following factors were considered in developing the residential and employment projections:

- Character, type, density, location, and quantity of existing development;
- Growth trends and historical data;
- Location of vacant land;
- City of Bastrop Comprehensive Plan;
- City of Bastrop Transportation Master Plan (Thoroughfare Plan);
- Physical restrictions (i.e. flood plains); and
- Planned development data.

The residential and employment estimates were all compiled in accordance with the following categories:

Residential Units – Number of residential dwelling units, including single-family and multifamily

Employment – Square feet of building area based on three (3) different classifications. Each classification has unique trip making characteristics.

Basic - Land use activities that produce goods and services, including those that are exported outside the local economy (i.e. manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses)

Service - Land use activities which provide personal and professional services such as government and other professional offices

Retail - Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented toward the household sector (i.e. grocery stores and restaurants)

As outlined above, the residential and employment land uses are broken down into the five broader categories of single-family, multifamily, basic, service, and retail land uses. These five categories are used in the development of the assumptions for impact fees. In the calculation of the specific Transportation Impact Fee, a more specific and expanded classification based on the Institute of Transportation Engineers (ITE) Trip Generation Manual will be utilized.

Growth projections for the next 10 years (2023-2033) for the City of Bastrop were established using the City's future land use and historical census data.

Residential Development Neighborhoods

The City provided future land use data for known **single family** and **multifamily** developments that are currently planned for construction within the next ten years. For some developments, the data indicates the total number of undeveloped dwelling units. For those developments that didn't provide an indication of total dwelling units, the projected acreage of each site was used to calculate a unit estimate for each property.

The analysis assumes ratios of 4 dwelling units/acre for each unknown future single-family development and 20 units/acres for each unknown future multifamily development. The projected acreage for each unknown residential site was multiplied by the respective constant unit assumption (4 for single-family, 20 for multifamily) to determine an assumed number of dwelling units associated with the site.

Projections for new single-family and multifamily developments in the next ten years were determined by the City of Bastrop and can be found in **Table 1**.

Commercial Developments

The City also provided future land use data for known commercial (non-residential) developments that are currently planned for construction within the next ten years. Each of these developments was categorized as a **basic**, **service**, or **retail** land use type, based on its respective projected trip characteristics.

The available existing plat data provides acreages for commercial developments at the parcel level; however, as mentioned previously, commercial developments are measured by square footage of building area. To determine the estimated building area for each development, a

floor area ratio (FAR) was applied to the square footage of each development based on its commercial classification. Each FAR was assigned based on standard planning principles and assumptions as well as by looking at average FAR of several sites that exist in the City for each land use type to calibrate the FAR used in the assumptions.

Projections for commercial developments in the next ten years were determined by the City of Bastrop and can be found in **Table 1**.

10-Year Growth Assumptions

Table 1 summarizes the residential and employment growth projections by service area.

Table 1. Land Use Assumptions Growth Projections (2023-2033)

Service Area	Residential		Commercial		
	Single-Family	Multifamily	Basic	Service	Retail
	<i>Dwelling Units</i>		<i>Sq. Ft.</i>		
	<i>4 units/acre</i>	<i>20 units/acre</i>	<i>FAR 0.25</i>	<i>FAR 0.20</i>	
SA A	1,078	3,470	0	491,000	2,347,000
SA B	1,780	1,575	2,170,000	217,000	949,000
Sub-total	2,858	5,045	2,170,000	708,000	3,296,000
Total	7,903		6,174,000		

B. CAPITAL IMPROVEMENT PLAN

The City has identified transportation projects needed to accommodate the projected growth within the City. These transportation projects include those that are fully funded by the City of Bastrop, as well as some roadway facilities maintained by the Texas Department of Transportation (TxDOT). TxDOT-maintained facilities are currently projected to be funded by both the City and TxDOT. All of these City-identified projects come together to form the **Transportation Impact Fees Capital Improvement Plan (CIP)**. The CIP includes State Highway and City facilities that provide capacity for non-local vehicular traffic, as well as intersection improvements.

The CIP for Transportation Impact Fees for the 2023 Impact Fee Study are listed in **Tables 2-3** and mapped in **Exhibits 2-3**. The table shows the length of each project as well as the facility's lane configuration and available right-of-way (listed under "Impact Fee Class"). The CIP was developed in conjunction with input from City staff and represents those projects that will be needed to accommodate the growth projected by the 2033 Land Use Assumptions for the Transportation Impact Fee Study.

Table 2. Capital Improvement Plan for Transportation Impact Fees - Service Area A

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area	
A	<i>Roadway Improvements</i>						
	A-1	4D (80)	Agnes (1)	Bear Hunter Drive to Hunter's Crossing	0.46	100%	
	A-2	4D (80)	Agnes (2)	Hospital Drive to Schaefer Blvd	0.35	100%	
	A-3	4D (80)	Bear Hunter Drive (1)	Bear Hunter Drive (existing) to 1,000' N of Shiloh Rd	0.42	100%	
	A-4	2U (50)	Blakey Ln (1)	Edward Burleson Ln to 1,830' E of Edward Burleson Ln	0.35	100%	
	A-5	2U (50)	Blakey Ln (2)	City Limits to Old Austin Highway	0.43	100%	
	A-6	3U (56)	Greenleaf Fisk Dr	Bass Drive to Schaefer Blvd	0.57	100%	
	A-7	4D (80)	Hasler Blvd (1)	Old Austin Hwy to Colorado River	0.26	100%	
	A-8	2U (50)	Marie St	Schaefer Blvd to Hasler Blvd	0.25	100%	
	A-9	3U (56)	Orchard Pkwy	SH 71 to Hunters Point Drive	0.42	100%	
	A-10	4D (80)	Agnes (3)	Schaefer Blvd to Childers Drive	0.60	100%	
	A-11	4D (80)	Edward Burleson	Blakey to SH 21 EBFR	0.32	100%	
	A-12	4D (110)	FM 969 (1)	City Limits to Blakey Ln	0.46	100%	
	A-13	4D (110)	FM 969 (2)	Blakey Ln to State Highway 21	0.28	100%	
	A-14	4D (80)	Hasler Blvd (2)	Old Austin Hwy to SH 21	0.25	100%	
	A-15	4D (80)	Home Depot Way	Hunter's Crossing to SH 304	0.34	100%	
	A-16	4D (80)	Agnes (4)	SH 304 to Hospital Drive	0.41	100%	
	A-17	4D (80)	Bear Hunter Drive (2)	State Highway 21 to Bear Hunter Drive (existing)	0.63	100%	
	A-18	4D (110)	SH 304	SH 21 EBFR to Hunters Point Dr	0.55	100%	
	<i>Intersection Improvements</i>						
	I-1	-	-	Highway 71 & FM 20	Traffic Signal	-	100%
	I-2	-	-	FM 969 / Bear Hunter & SH 21	Overpass	-	100%
	I-3	-	-	Edward Burleson Ln / SH 304 & SH 21	Intersection Improvements	-	100%
	I-4	-	-	Hasler Blvd & SH 21	Intersection Improvements	-	100%
	I-5	-	-	Loop 150 / Childers Dr & SH 21	Intersection Improvements	-	100%
I-6	-	-	Agnes & Hasler	Roundabout	-	100%	
I-7	-	-	Old Austin & Loop 150	Roundabout	-	100%	

Table 3. Capital Improvement Plan for Transportation Impact Fees - Service Area B

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area
<i>Roadway Improvements</i>						
B	B-1	2U (50)	Carter St	Mesquite St to Magnolia St	0.17	100%
	B-2	2U (50)	Chambers St	Cedar St to Farm St	0.29	100%
	B-3	2U (50)	Future Collector A	Pitt St to Future Collector B	0.22	100%
	B-4	2U (50)	Future Collector B	Lost Pines Ave to SH 71	0.19	100%
	B-5	2U (50)	Future Collector C	Technology Drive extension to City Limits	0.17	100%
	B-6	2U (50)	Future Collector D	Jackson St extension to 420' E of Jackson St extension	0.08	100%
	B-7	4D (80)	Hasler Blvd (3)	Colorado River to Willow St	0.29	100%
	B-8	4D (80)	Jackson St (1)	Jackson St (existing) to 1,260' S of Jackson St	0.24	100%
	B-9	2U (50)	Jasper St (1)	Jackson St to 930' E of Jackson St	0.18	100%
	B-10	2U (50)	Jasper St (2)	930' E of Jackson St to Hidden Hollow Ct	0.51	100%
	B-11	2U (50)	Majestic Pine Dr	Majestic Pine Dr (existing) to Mauna Loa Ln	0.10	100%
	B-12	2U (50)	Mauna Loa Ln (1)	Pine Lodge Dr to Briar Forest Dr	0.95	100%
	B-13	3U (56)	Mesquite St (1)	800' W of Wilson St to Wilson St	0.15	100%
	B-14	3U (56)	Mesquite St (2)	SH 95 to Piney Ridge Dr	0.41	100%
	B-15	2U (50)	Pitt St	SH 71 to Jasper St	0.10	100%
	B-16	3U (56)	South Street (1)	Lovers Lane to South St (existing)	0.33	100%
	B-17	3U (56)	South Street (2)	1,200' E of Jackson St to Mauna Loa Ln	0.21	100%
	B-18	2U (50)	Technology Drive (1)	Mill St to Business Park Dr	0.14	100%
	B-19	2U (50)	Technology Drive (2)	Technology Drive (existing) to City Limits	0.46	100%
	B-20	2U (50)	Walnut Street	Martin Luther King Dr to SH 21	0.22	100%
	B-21	4D (80)	Jackson St (2)	SH 21 to South St	0.25	100%
	B-22	3U (56)	Lovers Ln	City Limits to College St	0.29	100%
	B-23	2U (50)	Mauna Loa Ln (2)	Briar Forest Dr to Tahitian Dr	0.23	100%
	B-24	3U (56)	Mesquite St (3)	Wilson St to SH 95	0.52	100%
	B-25	4D (110)	SH 95 (1)	Mesquite St to 700' S of Mesquite St	0.13	100%
	B-26	4D (110)	SH 95 (2)	700' S of Mesquite St to Hawthorne St	0.51	100%
	B-27	4D (110)	SH 95 (3)	Hawthorne St to Cedar St	0.30	100%
	B-28	4D (110)	SH 95 (4)	Cedar St to Spring St	0.36	100%
	B-29	4D (110)	SH 95 (5)	Farm St to Chestnut St/SH 21	0.16	100%
	B-30	3U (56)	South Street (3)	650' W of Jackson St to 1,200' E of Jackson St	0.32	100%
	B-31	4D (110)	SH 21 (1)	Chestnut St to Walnut St	0.30	100%
	B-32	4D (110)	SH 21 (2)	Walnut St to SH 21 WBFR	0.43	100%
	B-33	4D (110)	SH 95 (6)	SH 21 WBFR to SH 21 EBFR	0.11	100%
<i>Intersection Improvements</i>						
	I-8	-	Mesquite St & SH 95	Traffic Signal	-	100%
	I-9	-	SH 95 & Cedar St	Traffic Signal	-	100%

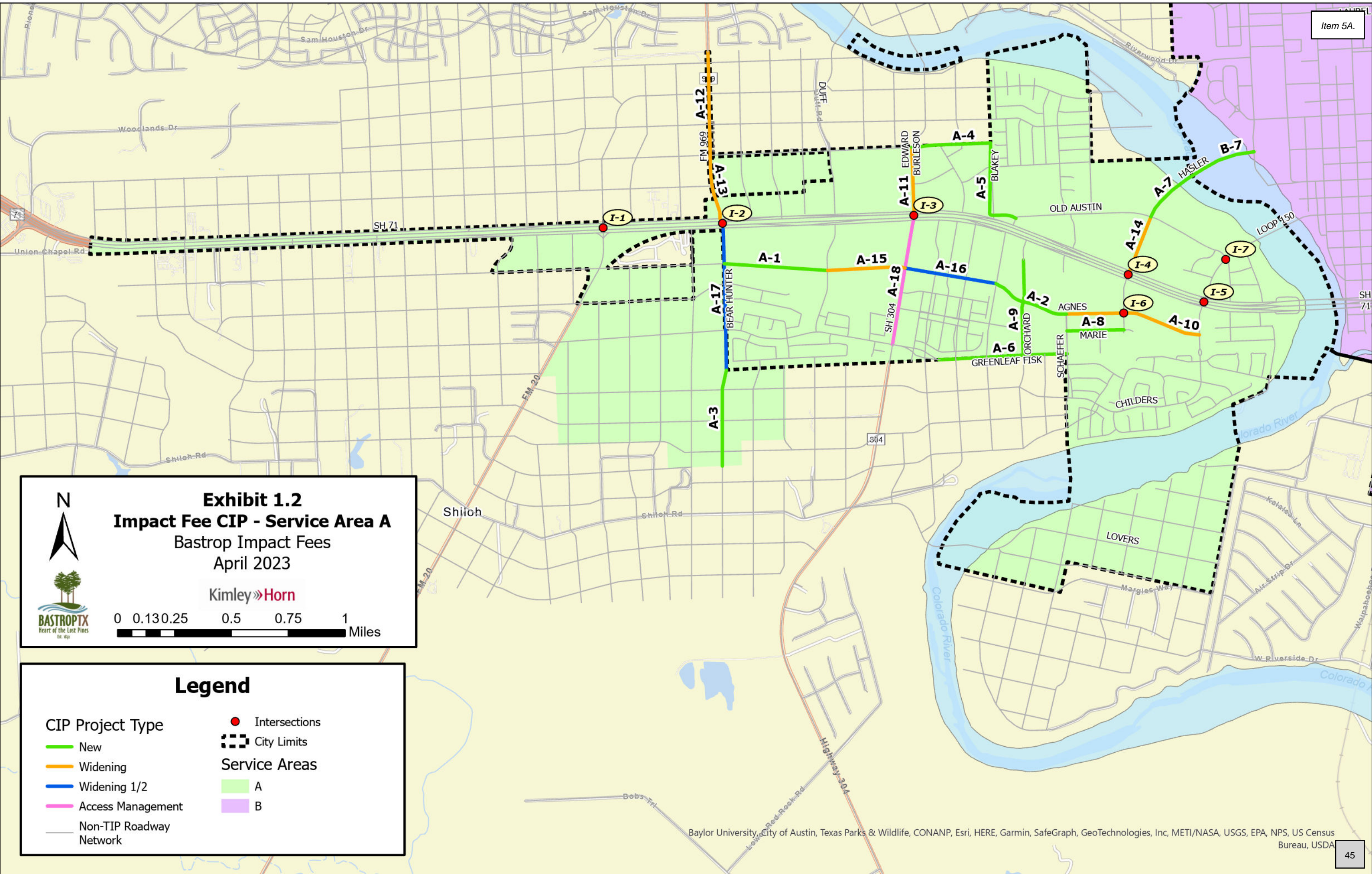


Exhibit 1.2
Impact Fee CIP - Service Area A
 Bastrop Impact Fees
 April 2023

Kimley»Horn

0 0.130.25 0.5 0.75 1 Miles

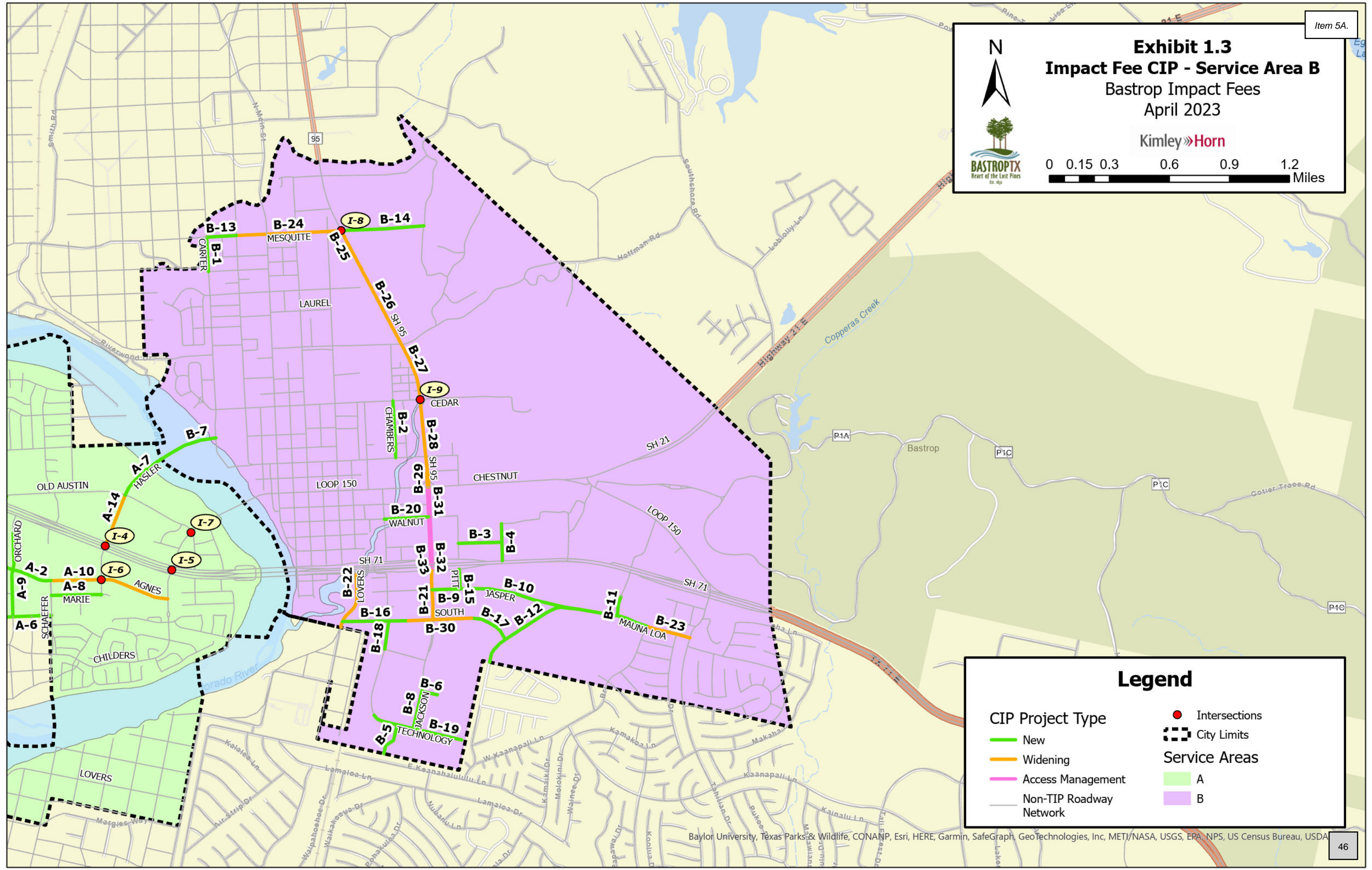
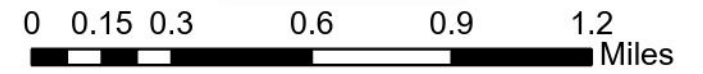
Legend

CIP Project Type	Intersections
New	City Limits
Widening	Service Areas
Widening 1/2	A
Access Management	B
Non-TIP Roadway Network	

Exhibit 1.3 Impact Fee CIP - Service Area B Bastrop Impact Fees April 2023



Kimley»Horn



Legend

New	Intersections
Widening	City Limits
Access Management	Service Areas
Non-TIP Roadway Network	A
	B



STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Receive presentation on the Engineer's Intersection Improvements Traffic Analyses.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The City of Bastrop hired Kimley-Horn to develop recommendations on improvements at multiple intersection locations in the City of Bastrop through traffic analysis. The analyses included the following intersections:

- SH 71 at Hasler Blvd
- SH 71 at Childers St
- SH 71 at SH 304

The scope included traffic analysis to evaluate and confirm appropriate lane geometry and to identify potential improvements. Kimley-Horn is in the final stages of this work and has provided a Draft Memorandum for City to review, which is attached herein.

The City selected Kimley-Horn as part of the Request for Qualifications (RFQ) process completed in July 2018, Resolution NO. R-2018-54

FISCAL IMPACT:

- N/A

ATTACHMENTS:

- Exhibit A: Draft Memorandum – Intersection Improvements



This document is released for the purpose of interim review only under the authority of Matthew A. Gaal, P.E. (serial number 140753). It is not to be used for bidding or construction purposes, nor as the basis for the issuance of a permit.

MEMORANDUM

To: Fabiola De Carvalho (City of Bastrop)
From: Matthew Gaal, P.E. (Kimley-Horn and Associates, Inc.)
Date: April 10, 2023
Subject: SH 71 Intersection Improvements

Kimley-Horn and Associates, Inc. evaluated three sets of frontage road intersections along SH 71 within the City of Bastrop. The three intersections included in the study were as follows:

- SH 71 & SH 304/Edward Burleson Lane
- SH 71 & Hasler Boulevard
- SH 71 & SL 150/Childers Drive

In support of this study, vehicle turning movement counts were collected during the AM and PM peak periods on Thursday, January 19, 2023. These counts, supplemented with intersection capacity analyses (via simulations using Synchro software) and field observations, were utilized to diagnose current (existing) deficiencies at the intersections and to develop recommendations for intersection improvements. Turning movement counts for the AM and PM peak hours are attached to the end of this memorandum for reference.

During peak periods, most queued vehicles are being cleared within one cycle of the traffic signal (although cycle failures do occur on certain movements). However, due to certain geometric constraints, many vehicles were observed not being able to access turning lanes (ex: queue for through movement is so long that vehicles cannot enter turning lanes until the queue clears). Poor lane utilization was also observed in a few instances. Therefore, while existing levels of service are mostly considered adequate, targeted improvements will alleviate congestion associated with vehicles being “trapped.” This will not only allow those turning movements to operate more efficiently but will also improve capacity for the adjacent through movements by removing turning vehicles from the queues. Additional detail is provided in subsequent portions of this memorandum.

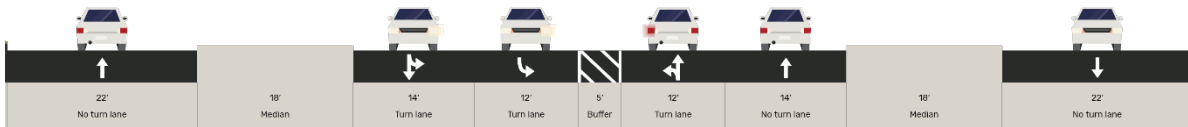
Both short-term and potential long-term improvements are identified for each intersection in the subsequent sections of this memorandum. Short-term improvements are those recommended to improve operations based on current traffic patterns. Those in red text are recommended as priority improvements. Potential long-term improvements are those that are not recommended for immediate implementation but should be considered as part of a plan to fully build-out each intersection. It is noteworthy that the state (TxDOT) must also approve of any improvements constructed within their right of way along SH 71, SH 304, and SL 150.

SH 71 & SH 304/Edward Burleson Lane

Short-Term Improvements

- **Modify lane configuration under SH 71 overpass.**
 - There are currently four travel lanes under the SH 71 overpass using an approximately 57' wide pavement section. The proposed modifications would restripe five travel lanes under the bridge by eliminating the painted median and narrowing the travel lanes.
 - Underneath the SH 71 overpass, the current southbound lane configuration includes a shared left/through lane and a dedicated through lane. The proposed lane configuration would include three southbound lanes – one dedicated left-turn lane, one shared left/through lane, and a dedicated through lane. No modifications are recommended in the northbound direction.
 - This improvement would increase capacity at the intersection by providing two lanes for southbound vehicles to make left turns onto eastbound SH 71 frontage road. In its current configuration, southbound vehicles do not utilize the second (outer) lane on the southbound approach as they cannot continue to make a left turn under the bridge.
 - It is noteworthy that TxDOT staff stated that they are considering implementing this change through an upcoming frontage road restriping project.

Existing Cross Section View (Looking South)



Proposed Cross Section View (Looking South)



- **Extend southbound outer lane (shared through/right lane).**
 - This improvement, paired with adding a travel lane under the SH 71 overpass as described above, will increase vehicle storage and intersection capacity for the southbound left-turn movement.
 - Only 6 vehicles in the AM peak hour and 14 vehicles in the PM peak hour were observed making a southbound right-turn maneuver at this intersection. Most vehicles traveling west from the adjacent shopping center utilize one of three other egress points from that development. Because these alternate routes exist and are already being utilized, it is not recommended that a dedicated southbound right-turn lane be constructed at this time.

- Construct eastbound right-turn lane.
 - 119 vehicles made an eastbound right-turn maneuver in the AM peak hour and 132 vehicles made this maneuver in the PM peak hour. These values exceed TxDOT's threshold for installation of a right-turn lane (50 vehicles per hour). Providing a dedicated right-turn lane reduces the likelihood of rear-end collisions and increases capacity for the through movement by separating the slower-moving turning vehicles.
- Construct westbound right-turn lane.
 - 93 vehicles made a westbound right-turn maneuver in the AM peak hour and 166 vehicles made this maneuver in the PM peak hour. These values exceed TxDOT's threshold for installation of a right-turn lane. Providing a dedicated right-turn lane reduces the likelihood of rear-end collisions and increases capacity for the through movement by separating the slower-moving turning vehicles.
 - It is noteworthy that this improvement is proposed to be constructed by the Burleson Crossing East development.

Design considerations for the improvements listed above include possible impacts to inlets/drainage, illumination poles, traffic signals (pole relocations + signal head modifications), right of way (for lane extension on southbound approach), utility relocations, and sidewalks (proposed to be constructed in near future by TxDOT).

Potential Long-Term Improvements

- Extend eastbound u-turn lane.
- Extend northbound right-turn lane.
- Extend westbound u-turn lane.

SH 71 & Hasler Boulevard

Short-Term Improvements

- **Extend eastbound u-turn lane.**
 - 360 vehicles made the eastbound to westbound u-turn maneuver in the AM peak hour and 465 vehicles did so in the PM peak hour. Both values exceed the number of vehicles making a left-turn maneuver in the corresponding peaks (225 left-turns in the AM peak hour and 343 in the PM peak hour). Due to the short length (~125 feet) of the existing u-turn deceleration lane, many of these u-turning vehicles get "trapped" behind the queue for the left-turn movement and are unable to access the u-turn lane until the traffic signal turns green and the queue for the left-turn lane clears.
 - The vehicle queue in the left-most lane was observed to be approximately 800-900 feet long during the PM peak periods, with a significant portion of that queue being attributable to u-turning vehicles. Extending the u-turn lane would allow for these u-turning vehicles to bypass the queue for the left-turn movement and more freely progress into the turnaround lane. This would then lessen the queue length for the left-turn movement, which would reduce the demand for "green time" from the traffic signal on the eastbound approach, potentially allowing for that time to be reallocated to other approaches.

- Traffic models indicate that if the u-turning vehicles were removed from the queue for left-turns, then the left-turn queue would be approximately 500 feet (95th percentile length). The lengthened u-turn lane should be a minimum of 600 feet long to allow for free movement into that lane.
- **Extend southbound right-turn lane.**
 - Many vehicles were observed driving off the pavement (in the adjacent grass) to access the existing right-turn lane because the queue for through vehicles exceeded the length of the existing right-turn lane.
- **Widen northbound approach from one to two lanes.**
 - This intersection approach currently operates with a failing level of service. The traffic signal must provide a relatively long green indication due to the singular approach lane, length of the vehicle queue, and relatively slow-moving traffic. Adding a second lane of capacity will reduce the amount of “green time” that the signal must provide to these vehicles, allowing for additional “green time” to be provided to the other intersection approaches.
- **Construct eastbound right-turn lane.**
 - 114 vehicles made an eastbound right-turn maneuver in the AM peak hour and 131 vehicles made this maneuver in the PM peak hour. These values exceed TxDOT’s threshold for installation of a right-turn lane. Providing a dedicated right-turn lane reduces the likelihood of rear-end collisions and increases capacity for the through movement by separating the slower-moving turning vehicles.
- **Construct westbound right-turn lane.**
 - 77 vehicles made a westbound right-turn maneuver in the AM peak hour and 105 vehicles made this maneuver in the PM peak hour. These values exceed TxDOT’s threshold for installation of a right-turn lane. Providing a dedicated right-turn lane reduces the likelihood of rear-end collisions and increases capacity for the through movement by separating the slower-moving turning vehicles.

Design considerations for the improvements listed above include possible impacts to inlets/drainage, illumination poles, traffic signals (pole relocations + signal head modifications), right of way (for eastbound right-turn lane, westbound right-turn lane, and northbound widening), utility relocations, landscaping, MSE walls, and sidewalks (proposed to be constructed in near future by TxDOT).

Potential Long-Term Improvements

- Extend westbound u-turn lane.
- If Hasler Boulevard (north of SH 71) is widened to a four-lane cross section via separate project:
 - Modify lane configuration on eastbound approach to have one dedicated left-turn lane, one shared left/through lane, one dedicated through lane, and one dedicated right-turn lane.

- Modify lane configuration under SH 71 overpass via removal of painted median and narrowing of travel lanes. The existing lane configuration in the northbound direction includes one dedicated left-turn lane and one shared left/through lane. An additional through lane may be added so that the northbound lane configuration includes one dedicated left-turn lane, one shared left/through lane, and one dedicated through lane.

SH 71 & SL 150/Childers Drive

Short-Term Improvements

- **Extend eastbound u-turn lane.**
 - 88 vehicles made the eastbound to westbound u-turn maneuver in the AM peak hour and 169 vehicles did so in the PM peak hour. By comparison, 204 vehicles made left turn maneuvers in the AM peak hour and 256 did so in the PM peak hour. Due to the short length (~125 feet) of the existing u-turn deceleration lane, many of these u-turning vehicles get “trapped” behind the queue for the left-turn movement and are unable to access the u-turn lane until the traffic signal turns green and the queue for the left-turn lane clears.
 - The vehicle queue in the left-most lane was observed to be approximately 500 feet long during the PM peak periods, with a significant portion of that queue being attributable to u-turning vehicles. Extending the u-turn lane would allow for these u-turning vehicles to bypass the queue for the left-turn movement and more freely progress into the turnaround lane. This would then lessen the queue length for the left-turn movement, which would reduce the demand for “green time” from the traffic signal on the eastbound approach, potentially allowing for that time to be reallocated to other approaches.
 - Traffic models indicate that if the u-turning vehicles were removed from the queue for left-turns, then the left-turn queue would be approximately 350 feet (95th percentile length). The lengthened u-turn lane should be a minimum of 450 feet long to allow for free movement into that lane.
- **Widen northbound approach from one to two lanes.**
 - The traffic signal must provide a relatively long green indication due to the singular approach lane, length of the vehicle queue, and relatively slow-moving traffic. Adding a second lane of capacity will reduce the amount of “green time” that the signal must provide to these vehicles, allowing for additional “green time” to be provided to the other intersection approaches.
- **Consolidate/reconstruct driveway for Shell gas station along SH 71 frontage road.**
 - The existing driveway’s proximity to the intersection diminishes the intersection’s performance. Drivers were observed traveling slowly through the intersection and then immediately braking to make a right turn into the gas station. Relocating the driveway to the eastern edge of the property would provide a greater distance between the driveway and the intersection.

- Construct eastbound right-turn lane.
 - 24 vehicles made an eastbound right-turn maneuver in the AM peak hour and 78 vehicles made this maneuver in the PM peak hour. The PM value exceeds TxDOT's threshold for installation of a right-turn lane. Providing a dedicated right-turn lane reduces the likelihood of rear-end collisions and increases capacity for the through movement by separating the slower-moving turning vehicles.
- Construct westbound right-turn lane.
 - 110 vehicles made a westbound right-turn maneuver in the AM peak hour and 61 vehicles made this maneuver in the PM peak hour. These values exceed TxDOT's threshold for installation of a right-turn lane. Providing a dedicated right-turn lane reduces the likelihood of rear-end collisions and increases capacity for the through movement by separating the slower-moving turning vehicles.
- Extend southbound right-turn lane.
 - Vehicles were observed not being able to access the right-turn lane due to the length of the queue for through vehicles. Providing a separate right-turn deceleration lane would allow for these vehicles to enter the channelized right-turn without further delays.

Design considerations for the improvements listed above include possible impacts to inlets/drainage, illumination poles, traffic signals (pole relocations + signal head modifications), right of way (for westbound right-turn lane and northbound widening), utility relocations, landscaping, MSE walls, and sidewalks (proposed to be constructed in near future by TxDOT).

Potential Long-Term Improvements

- Extend westbound u-turn lane.
- If SL 150 (north of SH 71) is widened to a four-lane cross section via separate project:
 - Modify lane configuration on eastbound approach to have one dedicated left-turn lane, one shared left/through lane, one dedicated through lane, and one dedicated right-turn lane.
 - Modify lane configuration under SH 71 overpass via removal of painted median and narrowing of travel lanes. The existing lane configuration in the northbound direction includes one dedicated left-turn lane and one shared left/through lane. An additional through lane may be added so that the northbound lane configuration includes one dedicated left-turn lane, one shared left/through lane, and one dedicated through lane.

Peak Hour Traffic Counts

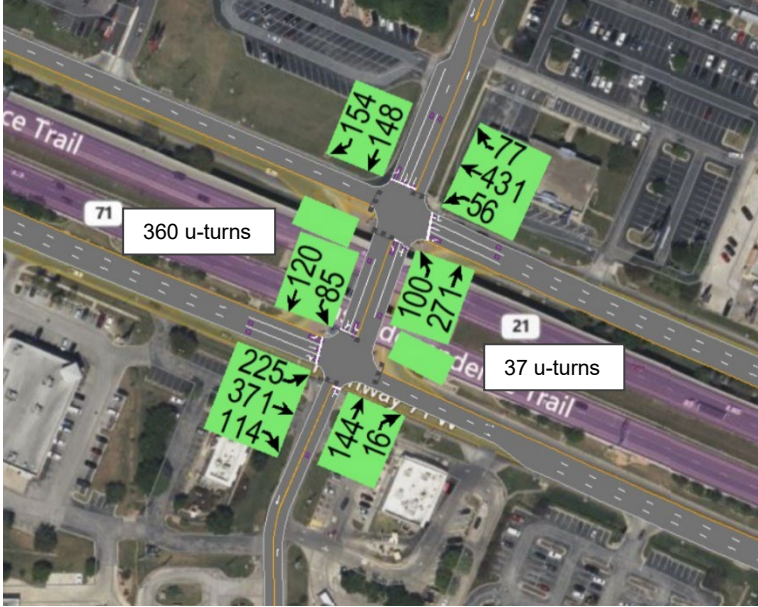
SH 71 & SH 304/Edward Burleson Lane (AM Peak Hour)



SH 71 & SH 304/Edward Burleson Lane (PM Peak Hour)



SH 71 & Hasler Boulevard (AM Peak Hour)



SH 71 & Hasler Boulevard (PM Peak Hour)



SH 71 & SL 150/Childers Drive (AM Peak Hour)



SH 71 & SL 150/Childers Drive (PM Peak Hour)





STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Consider action to approve City Council minutes from the May 22, 2023, Leadership Summit and May 23, 2023, Regular Council meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the May 22, 2023, Leadership Summit and May 23, 2023, Regular Council meeting.

ATTACHMENTS:

- May 22, 2023, DRAFT Leadership Summit Minutes.
- May 23, 2023, DRAFT Regular Meeting Minutes.



MINUTES OF LEADERSHIP SUMMIT

MAY 22, 2023

The Bastrop City Council, County Commissioners, Bastrop Economic Development Corporation (BEDC); Bastrop School Board, and Bastrop Chamber, met on Monday, May 22, 2023, at 12:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas.

CALL MEETINGS TO ORDER

1A. Call meetings to order

a. County Commissioners

b. City Council – Mayor Schroeder called the meeting of the City Council to order with a quorum being present at 12:02 p.m.

c. Bastrop EDC - Chair, Ron Spencer called the meeting of the BEDC Board to order with a quorum being present at 12:02 p.m.

d. School Board

e. Chamber

OVERVIEW

2A. Overview

a. Proposed Development

i. Short Term

ii. Long Term

b. Capital Improvement Plans

i. Water

ii. Wastewater

iii. Transportation

iv. Drainage

Mayor Schroeder recessed the Leadership Summit at 1:39 p.m.

Mayor Schroeder called the Leadership Summit back to order at 1:53 p.m.

STRATEGIC PARTNERSHIP POTENTIAL

- 3A. Strategic Partnership Potential
 - a. Land
 - b. ROW
 - c. Process
 - d. Staff

CITIZEN COMMENTS – NONE

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 2:16 p.m. without objection.

Chair Spencer adjourned the BEDC Board meeting at 2:16 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

Deputy City Secretary Victoria Psencik

The Minutes were approved on June 13, 2023, by **Council Member** motion, **Council Member** second. The motion was approved on a **5-0** vote.

MAY 23, 2023

The Bastrop City Council met in a regular meeting on Tuesday, May 23, 2023, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem 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 Schroeder called the meeting to order at 6:30 p.m. with a quorum present.

PLEDGE OF ALLEGIANCE

Ashlyn Anzaldua and Sophia Leal, Bastrop Intermediate School Band led the pledges.

INVOCATION

Grady Chandler, Police Chaplain, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4D. Presentation of Resolution to Mayor Connie Schroeder from State Representative Stan Gerdes, District 17.
Submitted by: Sylvia Carrillo, City Manager
The presentation was made by Sylvia Carrillo, City Manager.
- 4E. Joint Proclamation of the City Council of the City of Bastrop, Texas and Bastrop County recognizing May 29, 2023, as Memorial Day.
Submitted by: Ann Franklin, City Secretary
The proclamation was read into record by Mayor Schroeder.

CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the May 9, 2023, Regular Meeting; May 12, 2023, Pre-budget Workshop; and May 16, 2023, Special meeting.
Submitted by: Ann Franklin, City Secretary
- 8B. Consider action to approve Resolution No. R-2023-82 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Ashleigh Henson, to Place 5 of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.
Submitted by: Ann Franklin, City Secretary

- 8C. Consider action to approve Resolution No. R-2023-83 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Rick Rivera, to Place 1 of the Parks Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.
Submitted by: Ann Franklin, City Secretary
- 8D. Consider action to approve Resolution No. R-2023-75 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Bastrop Juneteenth Celebration parade.
Submitted by Terry Moore, Recreation Manager
- 8E. Consider action to approve Resolution No. R-2023-84 of the City Council of the City of Bastrop, Texas authorizing a Task Order # 6 to the existing contract for land acquisition services for the Transfer Lift Station and Force Main (TLS & FM) project, with Seven Arrows Land Staff to a not to exceed amount of One Hundred and Fifty Thousand Dollars (\$150,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

WORK SESSIONS/BRIEFINGS

- 5A. Report from Leadership Summit.
Submitted by: Sylvia Carrillo, City Manager
Report was given by Sylvia Carrillo, City Manager.

STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending April 30, 2023.
Submitted by: Tracy Waldron, Chief Financial Officer
The presentation was made by Tracy Waldron, Chief Financial Officer.

CITIZEN COMMENTS - NONE

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2023-79 of the City Council of the City of Bastrop, Texas, approving an amendment to a dissolution agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Submitted by Trey Job, Assistant City Manager
Presentation was made by Trey Job, Assistant City Manager

A motion was made by Council Member Crouch approve Resolution No. R-2023-79, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 9B. Consider action to approve Resolution No. R-2023-80 of the City Council of the City of Bastrop, Texas, approving a Reimbursement Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Submitted by, Trey Job, Assistant City Manager
Presentation was made by Trey Job, Assistant City Manager

A motion was made by Council Member Lee approve Resolution No. R-2023-80, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 7:36 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel and discuss potential acquisition of real estate relating to the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project.
THIS ITEM WAS PULLED FROM AGENDA
- 10B. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss the Interview Process for an Associate Judge.

Mayor Schroeder recessed the Executive Session at 7:45 p.m.

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

No action taken.

Adjourned at 7:45 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie Schroeder

City Secretary Ann Franklin

The Minutes were approved on June 13, 2023, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Consider action to approve Resolution R-2023-86 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to enter into certain agreements related to the sale of certain real property located at the 2000 Block of Mill Street, Building Block 142 East of Water Street, and the 2000 Block of South Street, Building Block 143 East of Water Street.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

Assistant City Manager Trey Job has had previous conversations with City Council about these properties and City Attorney Alan Bojorquez has been consulted and confirmed that these properties have been legally owned by the City of Bastrop since 1986, and the City of Bastrop has the legal authority to sell them.

RECOMMENDATION:

Assistant City Manager Job recommends approval of Resolution No. R-2023-86 of the City Council of the City of Bastrop, Texas, approving the sale of 2000 Mill Street, Building Block 142 and 2000 South Street, Building Block 143.

ATTACHMENTS:

- Resolution R-2023-86
- Exhibit A – Property location map

RESOLUTION NO. R-2023-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN AGREEMENTS RELATED TO THE SALE OF CERTAIN REAL PROPERTY LOCATED AT THE 2000 BLOCK OF MILL STREET, BUILDING BLOCK 142 EAST OF WATER STREET, AND THE 2000 BLOCK OF SOUTH STREET, BUILDING BLOCK 143 EAST OF WATER STREET.

WHEREAS, the City Council of the City of Bastrop ("City Council") finds it to be in the public interest and necessary to explore opportunities to convey certain interests in real property;

WHEREAS, the Capstick Development Group, Ltd, partnership has expressed interest in purchasing the property.

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

Section 1: The City desires to sell certain real property that it owns located at the 2000 Block of Mill Street, Building Block 142 East of Water Street, and the 2000 Block of South Street, Building Block 143 East of Water Street and as further depicted in the Property location map which is attached and incorporated herein as, "Attachment A".

Section 2: The City Council hereby authorizes the City Manager to enter into the following agreements in accordance with direction and parameters outlined by the City Council, subject to approval as to form by the City Attorney:

- (a) Purchase & Sale Agreement;
- (b) Nondisclosure Agreement; and
- (c) Professional Services Fees Agreement.

Section 3: The City Council directs City staff to engage with the Capstick Development Group, Ltd., in a mutually cooperative manner to perform due diligence and prepare the necessary documentation to effectuate an eventual sale and establish applicable regulations to the construction and development of the property.

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

Section 4: It is hereby officially found and determined that 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 Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of June 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

Property Map 2.5 Acres 2000 Block of south Street, Building Block 143 East of Water Street

Bastrop CAD Web Map



10/20/2022, 2:53:50 PM

- Abstracts
- Lot Lines
- Parcels
- Bastrop Roads

1:2,257

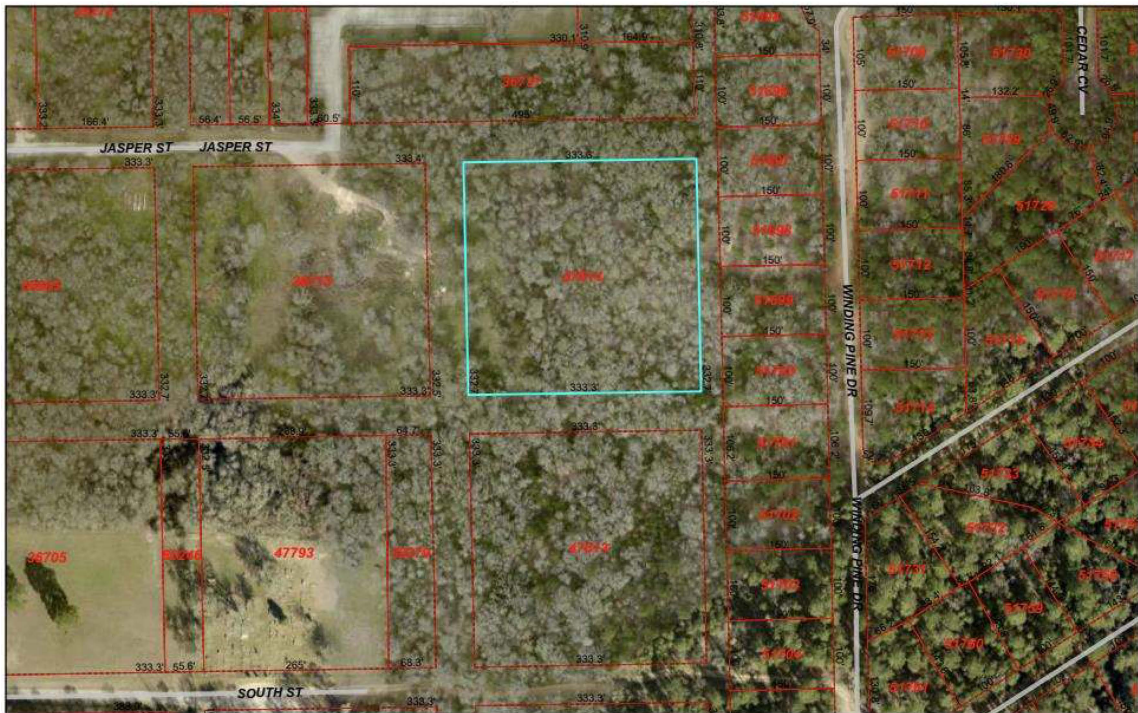
0	0.01	0.03	0.06 mi
0	0.03	0.05	0.1 km

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Bastrop County Appraisal District, BIS Consulting - www.bisconsulting.com
 Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries

Property Map
2000 Block of Mill Street,
Building Block 142 East of Water Street

Bastrop CAD Web Map



10/20/2022, 2:56:33 PM

-  Abstracts
-  Lot Lines
-  Parcels
-  Bastrop Roads

1:2,257
0.01 0.03 0.06 mi
0.03 0.05 0.1 km

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STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Consider action to approve Resolution No. R-2023-85 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for a target industry analysis in an amount not to exceed fifty thousand dollars (\$50,000.00); repealing all resolutions in conflict; 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:

At the joint meeting of April 17, 2023, the need for target industry analytics was discussed with the BEDC Board and City Council. The board directed staff to research companies that can provide an industry gap analysis to determine industries that would be a match for Bastrop, which would then inform the workforce development programs the board would pursue.

BEDC Staff reached out to three companies: Angelos Angelou; Aha! Creative, LLC (dba Insyteful); and the A&M Economic Development & Community Impact Division. Based on the information the board will receive, including target leads, the staff felt confident in recommending Insyteful as the vendor. The BEDC Board approved Resolution R-2023-0008 on May 15, 2023.

Insyteful is based in Dallas (with offices in Nashville, TN, and Florence, AL) and will provide a preliminary industry analysis approximately 30 days after their start date. They are expected to make a site visit approximately 30 to 40 days into their research to discuss their findings and hear any further recommendations before a final report is presented.

FISCAL IMPACT:

The funding will be coming from the BEDC's Professional Services line item included in the BEDC's FY 2023 budget.

RECOMMENDATION:

Recommend approval of Resolution No. R-2023-85 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for a target industry analysis in an amount not to exceed fifty thousand dollars (\$50,000.00); repealing all resolutions in conflict; and providing an effective date.

ATTACHMENTS:

1. Draft Resolution R-2023-85
2. BEDC Resolution R-0008 approved by Board May 15, 2023
3. Professional Services Agreement (Exhibit "A")
4. Insyteful Agreement

RESOLUTION NO. R-2023-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT CORPORATION FUNDS FOR A TARGET INDUSTRY ANALYSIS IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); REPEALING ALL RESOLUTIONS IN CONFLICT; 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, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of an analytics firm to assist the BEDC in attracting businesses to Bastrop; and

WHEREAS, Aha! Creative, LLC (dba “Insyteful”) has provided the BEDC with a proposal to provide a target industry analysis in an amount not to exceed \$50,000.00; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under a third-party agreement with Insyteful, to be executed by the Interim Executive Director on behalf of the BEDC; and

WHEREAS, the Board of Directors of the BEDC met on May 15, 2023, and took formal action making required findings, and supporting and authorizing funding for this professional service; and

WHEREAS, the City has reviewed the May 15, 2023, actions of the BEDC related to the professional service noted herein, has considered and evaluated the service, and has found it meritorious of the City Council’s authorization and approval.

WHEREAS, such expenditure is authorized as a general power, privilege and function of the corporation pursuant to Texas Local Government Code Section 501.054.

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

Section 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for professional services provided by Aha! Creative, LLC (dba “Insyteful”).

Section 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes the funding in an amount not to exceed \$50,000.00.

Section 3. Open Meeting. The City Council hereby finds and determines 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.

Section 4. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

Section 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

Section 6. This Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of June 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUTION NO. R-2023-0008

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE INTERIM BEDC EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH INSYTFUL TO PROVIDE THE BEDC WITH A TARGET INDUSTRY ANALYSIS, IN AN AMOUNT NOT TO EXCEED \$50,000.00.

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

WHEREAS, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of an analytics firm to assist the BEDC in attracting businesses to Bastrop; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under a third-party agreement with Insyteful, in an amount not to exceed \$50,000.00, to be executed by the Interim Executive Director on behalf of the BEDC; and

WHEREAS, such expenditure is authorized as a general power, privilege and function of the corporation pursuant to Texas Local Government Code Section 501.054.

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

SECTION 1. The Board hereby finds that all of the recitals above are true and correct and are incorporated herein as if restated in full.

SECTION 2. The Board hereby finds that the provision of certain professional services is necessary for the BEDC’s proper attraction and advancement of qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, and hereby authorizes the BEDC Interim Executive Director to enter into an agreement, to be attached hereto as Exhibit “A”.

SECTION 3. This Resolution is effective upon passage.

PASSED AND APPROVED on the 15th day of May 2023, by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]


RESOLUTION NO. R-2023-0008

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**



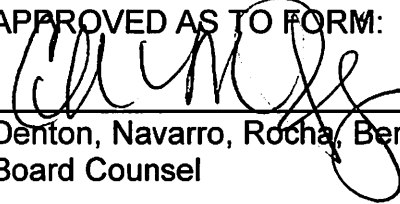
Ron Spencer, Board Chair

ATTEST:



Charles Washington, Board Secretary

APPROVED AS TO FORM:



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

RESOLUTION NO. R-2023-0008

Exhibit "A"
Agreement between Insyteful and BEDC
{to be included upon execution}

BASTROP ECONOMIC DEVELOPMENT CORPORATION

STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Bastrop Economic Development Corporation (the “BEDC”), a Texas non-profit industrial development corporation, and Aha! Creative, LLC dba Insyteful (“Professional”).

Section 1. Duration.

This Agreement shall become effective upon execution by the BEDC and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

- (A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.
- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty

(30) days of the BEDC's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be accounted for in Exhibit "B".

Section 4. Changes to the Project Work; Additional Work.

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the BEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the BEDC and such services will be considered as additional work and paid for as specified under the following paragraph.
- (B) *Additional Work:* The BEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the BEDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then the BEDC and the Professional shall execute a supplemental agreement for the additional work and the BEDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the BEDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the BEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit "C" throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit "C", Professional shall maintain the following limits and types of insurance:

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated “B+” or better by the A.M. Best Companies. All policies shall be written on a “per occurrence basis” and not a “claims made” form.

Evidence of such insurance shall be attached as Exhibit “D”.

Section 7. Miscellaneous Provisions.

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the BEDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the BEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC’S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the BEDC but shall grant to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional’s expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.

- (C) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the BEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the BEDC and Professional. The BEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the BEDC with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the BEDC and is not an employee, agent, official or representative of the BEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the BEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- (G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

- (H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and BEDC;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the BEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.
- (B) If the BEDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the BEDC, the cost to the BEDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the BEDC of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify and hold harmless the City of Bastrop, Texas, Economic Development Corporation and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”), (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or

hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either BEDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Dispute Resolution. The parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

EXECUTED on this the _____ day of _____, 20____.

BEDC:

PROFESSIONAL:

By: _____	By: <u>Ray Methvin</u>
Name: _____	Name: <u>Ray Methvin</u>
Title: _____	Title: <u>CEO</u>

ADDRESS FOR NOTICE:

BEDC:

PROFESSIONAL:

Bastrop Economic Development Corporation	Name: <u>Aha! Creative, LLC dba Insyteful</u>
Attn: Executive Director	Attn: <u>Ray Methvin, CEO</u>
301 Highway 71 West, Suite 214	Address: <u>PO Box 129</u>
Bastrop, Texas 78602	City, St., Zip: <u>Loretto, TN 38469</u>
(512) 332-8870	Phone No.: <u>256-710-8303</u>

With a copy to:

BEDC Attorney
 Bastrop Economic Development Corporation
 Attn: Charles E. Zech
 2500 W. William Cannon Drive, Suite 609
 Austin, Texas 78745
 Phone: (512) 279-6431

Exhibit “A”

SCOPE OF WORK

SCOPE OF WORK

Data collection, in coordination with the University of Southern Mississippi Trent Lott Economic Development Center from a variety of regional, state, and national resources, both public and proprietary.

Data interpretation to reveal and document the Bastrop, TX laborshed industry, labor pool, education pipeline, workforce development, area assets and infrastructure, and local/regional supply chain dynamics.

In-person site visit to gain a personal perspective of the Bastrop, TX area and interaction with the Bastrop EDC staff, along with the delivery of an interim report, outlining the initial study findings and possible industry sectors for inclusion.

Delivery and presentation of the final Target Industry Analysis, including target US areas where Bastrop, TX is at a competitive advantage, and specific companies within those geographic areas that display motivation for expansion or relocation. The final confidential study to be delivered in both print and digital format.

Exhibit “B”
COMPENSATION

TOTAL DUE \$49,950.00

TERMS

33% due upon execution (\$16,650.00)

33% due upon delivery of Interim Report (\$16,650.00)

33% due upon delivery of Final Report (\$16,650.00)

Exhibit “C”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Bastrop Economic Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Bastrop Economic Development Corporation shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Bastrop Economic Development Corporation will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Bastrop Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop Economic Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop Economic Development Corporation.
10. Insurance must be purchased from insurers having a minimum A.M. Best rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professional’s obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Bastrop Economic Development Corporation with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful Professional’s insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop Economic Development

Corporation, all required endorsements identified in sections A, B, C and D above shall be sent to the City of Bastrop Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

Bastrop Economic Development Corporation

Attn: Executive Director
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Exhibit “D”
EVIDENCE OF INSURANCE

Attached as PDF.

Insyteful™

3883 Turtle Creek Blvd
STE 715
Dallas, TX 75219

PO Box 129
Loretto, TN 38469

Ray Methvin
972.559.9323
256.710.8303

rmethvin@insyteful.com

Bastrop Economic Development Corporation

Target Industry Analysis Agreement

Prepared by Ray Methvin
for Angela Ryan

May 17, 2023

Insyteful™

GROWTH FOCUSED MARKETING

DESCRIPTION**Target Industry Analysis**

A multi-step research and data analysis of the Bastrop area laborshed, to determine industry sectors in which Bastrop, TX is at a competitive advantage against other communities and geographic areas of the US.

Data sets and analysis to include (but not limited to) inbound-outbound commuter flows, laborshed area, existing industry, local/regional supply chain, labor force, workforce development, and infrastructure.

The goal of the analysis is to guide Bastrop, TX in setting policies and strategies that position Bastrop to compete for projects and businesses that play to the community's unique strengths.

SCOPE OF WORK

Data collection, in coordination with the University of Southern Mississippi Trent Lott Economic Development Center from a variety of regional, state, and national resources, both public and proprietary.

Data interpretation to reveal and document the Bastrop, TX laborshed industry, labor pool, education pipeline, workforce development, area assets and infrastructure, and local/regional supply chain dynamics.

In-person site visit to gain a personal perspective of the Bastrop, TX area and interaction with the Bastrop EDC staff, along with the delivery of an interim report, outlining the initial study findings and possible industry sectors for inclusion.

Delivery and presentation of the final Target Industry Analysis, including target US areas where Bastrop, TX is at a competitive advantage, and specific companies within those geographic areas that display motivation for expansion or relocation. The final confidential study to be delivered in both print and digital format.

TERMS

33% due upon execution (\$16,650.00)

33% due upon delivery of Interim Report (\$16,650.00)

33% due upon delivery of Final Report (\$16,650.00)

TOTAL DUE \$49,950.00



STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-11, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, of the Bastrop Building Block (B3) Code, Article 2.4 Administration, Sec. 2.4.001(c) (1), and (4) Nonconforming Uses and Structures; (d) hanging Nonconforming Use (1) (a) (i) (b) and (e); and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

BACKGROUND/HISTORY

All changes in zoning cause a certain structure, uses, or buildings to be designated as non-conforming status. The B3 code, as adopted, is no different and, requires all existing uses and structures who do not meet the B3 standard to be considered nonconforming, also known as Nonconforming uses are intended to move the community into current planning, building code, and design standards.

An unexpected consequence of the B3 code was the disparate impact it would have on residents in predominantly low-income areas, or the large extent of the town that would be considered nonconforming and what that actually would mean to residents.

This item was originally heard by City Council on April 11, 2023, and staff was directed to get input from the planning and zoning commission in regard to the proposed administrative relief that could be determined within a 200' radius of the Nonconforming structure, use, or lot. Assistant City Manager Job workshopped "Continued lawful use of a nonconforming structure" with the City of Bastrop Planning and Zoning Commission twice in the month of May.

During the workshop all of section 2.4.001 Nonconforming Uses and Structures was discussed in an effort to provide increased administrative relief for nonconforming structures, uses, and lots. with that in mind the P&Z commission proposed amendments that not only addressed the radius in which an administrative determination could be made but included extending the time a Nonconforming Structure could be discontinued from six months to eighteen months.

A proposed change is also the ability to expand, or restoration of a nonconforming structure can be increase when the expansion doesn't exceed 50% of the square footage and is no longer tied to the value of the property. Lastly administrative relief to reoccupy a nonconforming structure was added. It allows a structure to be reoccupied as long as the Fire and Building Officials agree all life safety concerns are addressed.

This agenda item seeks to provide administrative relief to residents and businesses in that section of the code.

RECOMMENDATION:

Staff recommends amendment to amending Continuing Lawful Use of Property & Existence of Structures by adding an administrative relief component for residents.

ATTACHMENTS:

Ordinance No. 2023-11

Proposed code amendment documents.

CITY OF BASTROP, TX
ORDINANCE NO. 2023-11

NONCONFORMING USES & STRUCTURES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 2.4 ADMINISTRATION, SEC. 2.4.001(C) (1), AND (4) NONCONFORMING USES AND STRUCTURES; (D) CHANGING NONCONFORMING USE (1) (A) (I) (B) AND (E); AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

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

WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217, the City Council has general authority to regulate planning, zoning, subdivisions, and the construction of buildings; and

WHEREAS, the City Council finds certain amendments to Bastrop Code of Ordinances necessary to meet changing conditions and are in the best interest of the City; and

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

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

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

Section 2. Amendment: Article 2.4 Administration Section 2.4.001(c)(4) Nonconforming Uses and Structures is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.

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

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

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

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

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

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

PASSED & APPROVED on First Reading by the City Council of the City of Bastrop, on this, the 13th day of June 2023.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 27th day of June 2023.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Attachment A

City of Bastrop

Code of Ordinances Chapter 14

Bastrop Building Block (B3) Code

Chapter 2: Zoning Procedures

ARTICLE 2.4 ADMINISTRATION

SEC. 2.4.001 NONCONFORMING USES AND STRUCTURES

(c) Continuing Lawful Use of Property & Existence of Structures

(1) The lawful use of land or lawful existence of Structures at the time of the passage of this Code, although such do not conform to the provisions hereof, may be continued; but if said nonconforming use or Structure is discontinued for a period of eighteen (18) months or longer, a rebuttable presumption is created that the nonconforming use was intended to be abandoned, any future use of said Premises shall be in conformity with the provisions of this Code.

(4) No nonconforming use or Structure may be expanded, reoccupied with another nonconforming use, or increased as of the effective date of this Code, unless authorized by the ZBA or administratively resolved by the Director of Development Services if the requisite conditions exist. This determination can be made by the Director of Development Services if properties within 500 feet of the adjacent structures have similar encroachments, building standards, lot standards, setbacks, or build to lines and the applicant meets the surrounding built environment.

(d) Changing Nonconforming Use:

- (1) An expansion of a nonconforming Structure is allowed in accordance with the following:
 - (A) A nonconforming use located within a Building may be extended throughout the existing Building, provided:
 - i. No structural alteration of over 50% the total square footage as determined by the Bastrop County Central Appraisal District, may be made on or in the Building except those required by law to preserve such Building in a structurally sound condition.

(B). Buildings or Structures that have been vacant or abandoned for more than 6 months and do not meet the Standards of this Code shall be allowed to be reoccupied if compliant with ICC, adopted Bastrop County Health District, and Fire Code and allowed by the Place Type, as determined by the ZBA. or administratively resolved by the Building Official and Fire Official agreeing all life safety measures are being met in accordance with the existing building code, if the requisite conditions exist. This determination can be made by the Director of Development Services.

(e) Restoration of Nonconforming Structure:

- (1) If a Structure occupied by a nonconforming use is destroyed by fire, the elements, or other cause, it may not be rebuilt except to conform to the provisions of this Code. In the case of partial destruction of a nonconforming Structure not exceeding 50% of its total square footage as determined by the Bastrop County Central Appraisal District, Reconstruction will be permitted, but the existing square footage or function of the nonconforming use cannot be expanded.



STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Consider action to approve Resolution R-2023-88 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement between the City of Bastrop and Bastrop County, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

The city of Bastrop executed a non-binding letter of intent with Bastrop County to take the lead on the development of the Pine Forest Subdivision, more specifically unit 6 (PF6). This section is largely within the city limit and the remainder is wholly within the 1-mile city of Bastrop Extra Territorial Jurisdiction.

The eventual sale of the PF 6 lots will reimburse the city approximately 1 million dollars in legal fees expended as part of settling a multi-year lawsuit. The ILA is consistent with the terms of the letter of intent signed in 2022.

The attached resolution and exhibit provides more detail as to the terms of a future development agreement with a future developer.

***The Interlocal Agreement may change based on Commissioners Court action on June 12, 2023, at which time the council will be provided a new copy of the attached document.**

POLICY EXPLANATION:

A previous Interlocal agreement and amendments are in place that contemplate the reimbursement for the city once the PF 6 lawsuit is settled or exhausted. The suit if finalized and now is the time to begin recovering the fees.

FISCAL IMPACT:

Revenue

RECOMMENDATION:

Trey Job, Assistant City Manager of Development Services recommends approval of Resolution No. R-2023-88

ATTACHMENTS:

- Resolution No. R-2023-88

RESOLUTION NO. R-2023-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT8 BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY, ON PINE FOREST UNIT 6, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY REGARDING PINE FOREST UNIT 6.

WHEREAS, the City Council of the City of Bastrop ("City Council") finds it to be in the public interest and necessary to cooperate with Bastrop County regarding opportunities to convey certain interests in real property to a party who will develop the property in a comprehensive manner that includes vital infrastructure; and

WHEREAS, the City and County agree to let the City take the lead role in facilitating negotiations for a private party to purchase the property and build a master planned community in compliance with the applicable rules and regulations.

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 execute the attached Interlocal Agreement with Bastrop County.

Section 2: The City Council directs City staff to work cooperatively with County officials to effectuate the purposes and goals established by the Interlocal Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of June 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF BASTROP & BASTROP COUNTY**

This Interlocal Agreement (“Agreement”) is between the **CITY OF BASTROP, TEXAS** (“City”), a duly organized and operating Home Rule municipality of the State of Texas, and the **COUNTY OF BASTROP, TEXAS** (“County”), a duly organized and operating political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, for the purposes and consideration as set out below. The County and the City are sometimes referred to herein individually as the “Party,” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Texas Interlocal Corporation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the prevention and protection of the health and safety of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the Parties desire to engage in a series of real estate transactions, planning efforts, regulation, and possibly the construction of vital infrastructure facilities needed for the comprehensive, master planned development of certain lots in the Pine Forest Area (“Project”); and

WHEREAS, the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest, with particular focus on the sale, construction, and development of property known as the Pine Forest Unit 6 lots (“Property”), the location and extent of which is identified on Exhibit A attached hereto and incorporated herein; and

WHEREAS, on August 29, 2022, the City and the County executed a Letter of Intent to outline the essential concepts of the Project; and

WHEREAS, on October ____, 2022, the City of Bastrop City Council held a lawful open meeting to consider the terms of an agreement between the City and the County which would allow for the completion of the Project; and

WHEREAS, the Parties intend for the City to be the lead Party in initiating, managing, regulating, and implementing the terms and conditions related to this Project, including but not limited to any real estate transactions; and

WHEREAS, the Parties agree to exercise eminent domain powers as needed to preserve the public purpose and to enable the public to enjoy the benefits of improved services and utilities; and

WHEREAS, the City and the County desire to cooperate regarding the mutual responsibilities, obligations, and duties as stated herein for the Project, including a plan that shall follow the City’s development process under the City’s Code of Ordinances;

WHEREAS, the City and County acknowledge that this Project is located in critical habitat for the Houston Toad, and all development must comply with all federal, state, and local laws and regulations; and

WHEREAS, the Parties intend implementation of this Agreement to ensure fair and reasonable development regulations and procedures related to this Project.

NOW, THEREFORE, in consideration of the premises and of the terms and mutual provisions herein contained, the City and the County hereby agree as follows:

1. Purpose

1.1 The objective of this Agreement is to establish the roles and responsibilities of the City and the County regarding the Property, and to identify the applicable regulations and development standards that will be applied to the Project.

2. Development Objectives

2.1 The Parties agree that the Property is to be conveyed in its entirety to one or more purchasers (“Developer”) with a demonstrated capability of developing the project in a comprehensive manner as a whole. Proceeds from the sale of the Property are to be disbursed as has previously been agreed by the Parties in separate instruments attached hereto as Exhibit B.

2.2 The Parties agree that the developer of the Project shall be responsible for designing and constructing the Project’s infrastructure (e.g., water, wastewater, streets, and drainage). Any public conveyance or dedication of that infrastructure shall be to the City for operation and maintenance unless contractual provisions are made between the City and developer for the assumption of responsibility by a property owners association or the Bastrop County Water Control and Improvement District No. 2 (WCID #2).

2.3 The Parties agree that the Property is to be wholly annexed into the incorporated municipal boundary (i.e., City Limits) of the City as part of the comprehensive development process.

2.4 The Parties agree that the development of the Project will be governed by the sections, language, and applicable requirements of City’s regulations related to subdivision, replatting, and infrastructure improvements.

3. Obligations of the County

- 3.1 The County shall cooperate with the City to implement the development standards as set forth above and herein this Agreement.
- 3.2 The County shall collaborate with the City's representatives, agents, or consultants to develop any plans necessary for compliance with development standards provided herein.
- 3.3 The County authorizes the City to act as its agent for the purpose of the City negotiating with a Developer to effectuate the Project.
- 3.4 The County agrees that all of the City's costs associated with the development plan of Pine Forest are recoverable through the sale of the Property.
- 3.5 The County agrees that land acquisition costs, including professional services associated with land acquisition, are recoverable through the sale of the Property. This shall include services associated with land acquisition to provide proper drainage, water, and wastewater infrastructure.

4. Obligations of the City

- 4.1 The City agrees that land acquisition costs, including professional services associated with land acquisition, are recoverable through the sale of the Property. This shall include services associated with land acquisition to provide proper drainage, water, and wastewater infrastructure.
- 4.2 The City shall cooperate in good faith with the Consultant in developing or modifying the plans, as needed and pursuant to this Agreement.
- 4.3 The City shall convey only the land it owns or is otherwise authorized to sell by the owner of such land and that is necessary to proceed with the completion of the Project.
- 4.4 The City shall require the development agreement between the City and the future developer to contain language that will not allow the future developer to use the votes of the developer to assess any fees to any lots within any portion of the Pine Forest Subdivision, except section 6; however, no fees shall be assessed on any fully developed lot in Section 6, or any undeveloped contiguous lots owned by adjacent developed lot owners, until such a time as the undeveloped lot is sold to an individual who does not own an adjacent contiguous developed lot. Notwithstanding the forgoing, the City also shall exclude, any developed lots, or any undeveloped contiguous lots owned by adjacent developed lot owners, until such a time as the undeveloped lot is sold to an individual who does not own an adjacent contiguous developed lot, from any proposed special district within Pine Forest Unit 6.
- 4.5 The City shall require the development agreement between the City and the future developer to be in compliance with the County of Bastrop's section 10 permit through U.S. Fish and Wildlife Service. Permitting related to the Houston Toad will be through Bastrop County or directly through U.S. Fish and Wildlife.

5. Term & Termination

- 5.1 The term of this Agreement shall begin on the date of execution of this Agreement and end at 5:00 p.m. Central Standard Time on December 31, 2027.
- 5.2 As used in this Agreement, “default” shall mean the failure of the County or City to perform any obligation at the time and in the manner required by this Agreement.
- 5.3 Upon failure of either Party to this Agreement to perform an obligation required hereunder, the other Party shall promptly give written notice of such default to the Party in default. The Party in default shall have thirty (30) days after receipt of such notice of default within which to cure such default and, if cured within such time, the default specified in such notice shall cease to exist.
- 5.4 If default is not cured as provided in this Agreement, the Party not in default may resort to all remedies under the law. The Parties shall each bear their respective attorneys’ fees and court costs incurred as a result of any action to enforce this Agreement. Following the expiration of sixty (60) days after receipt of notice of default by the defaulting Party, and providing that the default complained of has not been cured by the defaulting Party, then the non-defaulting Party may, in addition to any other rights or remedies available at law or in equity, terminate this Agreement by providing written notice to the defaulting Party, with the termination to be effective on such future date as specified in the notice of termination sent to the defaulting Party.

6. Miscellaneous Provisions

- 6.1 **Expenses & Recoverable Costs.** The Parties agree that any costs that are over the funds of the Parties’ investment in the Project will be recoverable from the sale of the Property. Recoverable costs from the sale of the Property shall be allocated among the Parties as described herein and as agreed in the Interlocal Agreement between the City, the County, and the Bastrop Independent School District, entered into on January 8, 2015, as amended on April 23, 2018, which is attached to this Agreement as Exhibit B. Any expenses incurred by the Parties under this Agreement are payable from current funds of that Party.
- 6.2 **Non-Waiver.** No waiver of any one or more events of default shall operate as, or be deemed to be, a permanent waiver of any rights or obligations, an express or implied waiver of any rights or obligations, or an express or implied acceptance of any other existing or future event of default, whether of a similar or different character; nor shall such a waiver constitute either an amendment of the terms of this Agreement, or a practice or course of dealing between the Parties contrary to the terms of this Agreement.
- 6.3 **Law & Venue.** This Agreement shall be subject to all federal laws and the laws of the *State of Texas* as applicable to the Parties and for the purposes expressed herein. Venue shall lie in *Bastrop County*, Texas.
- 6.4 **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify,

or amend any legal defense available at law or in equity to the County or City, nor to create any legal rights or claim on behalf of any third party. The County and the City do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

- 6.5 **Liability Coverage.** Each Party shall, at its sole cost, provide liability coverage for itself covering its own activities and duties set forth herein. Neither Party is obligated under this Agreement to indemnify or defend the other Party.
- 6.6 **Relationship.** Each Party is acting independently; neither is an agent, servant, or employee of the other; and the Parties are not engaged in a joint enterprise.
- 6.7 **Assignment.** The rights and obligations of this Agreement may be filled by a third-party developer through a separate development agreement with the prior written consent of both Parties.
- 6.8 **Amendments & Modifications.** This Agreement may not be amended or modified except in writing and executed by the County and the City.
- 6.9 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.
- 6.10 **Gender, Number & Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- 6.11 **Notices.** Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, addressed as follows:

To the County:
 Bastrop County
 Attn: County Judge
 P.O. Box 577
 Bastrop, Texas 78602

To the City:

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

With a copy to:
Bastrop City Attorney
1311 Chestnut Street
Bastrop, Texas 78602

- 6.12 **Attorneys’ Fees.** If any lawsuit or other legal proceeding is brought by one Party against the other, each Party shall bear their respective attorneys’ fees and court costs.
- 6.13 **Entire Agreement.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.
- 6.14 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The Parties have executed and attested this Agreement by their officers as duly authorized on the date first written above.

BASTROP COUNTY:

CITY OF BASTROP:

Gregory Klaus
County Judge

Sylvia Carrillo
City Manager



STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Consider action to approve Resolution No. R-2023-87 of the City Council of the City of Bastrop, Texas, consenting to the creation and division of Garfield Municipal Utility District; providing for an open meetings clause; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

A Municipal Utility District (“MUD”) is a type of special district that functions as an independent, limited government. The purpose of a MUD is to provide a developer an alternate way to finance infrastructure, such as water, sewer, drainage, and road facilities. Managed by a board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements and the MUD will utilize property tax revenues and user fees received from water and sewer services operated by the MUD to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to other services.

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

Trey Job, Assistant City Manager of Development Services recommends approval of Resolution No. R-2023-87.

ATTACHMENTS:

- Resolution No. R-2023-87

RESOLUTION NO. 2023-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONSENTING TO THE CREATION AND DIVISION OF GARFIELD MUNICIPAL UTILITY DISTRICT NO. 1 AND OTHER MATTERS RELATED THERETO; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to House Bill No. 3612, Acts of the 78th Legislature, Regular Session, Ch. 776, Texas Session Law Services 2003 (as amended from time to time, the "Creation Legislation"), the Texas Legislature approved the creation of a conservation and reclamation district over approximately 3,030.926 acres of land (as more particularly described in the Creation Legislation, the "Land") located partially in the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City") in Bastrop County, Texas known as Garfield Municipal Utility District No. 1 (the "District") and the division of such District in to two or more contiguous districts (each, a "Subsequent District" and collectively, the "Subsequent Districts"), subject, in each case, to the approval of the City; and

WHEREAS, the City has received the Petition for Consent to the Creation of a Municipal Utility District attached as **Exhibit "A"** to this Resolution (the "Petition") requesting the City's consent to and approval of the creation and division of the District in accordance with the Creation Legislation, as amended, and to the acquisition by the District, and any Subsequent District, of road powers under Section 54.234 of the Texas Water Code, as amended; and

WHEREAS, the City desires to grant the Petition subject to the terms and conditions set forth in this Resolution.

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

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

SECTION 2. The City hereby grants the Petition and, in accordance with Section 42.042 of the Texas Local Government Code, Section 54.016 of the Texas Water Code, and the Creation Legislation, specifically gives its written consent to and approval of the creation of the District over the Land. The City's consent to the creation of the District will expire on the date that is ten years after the date of this Resolution if, as of such ten-year anniversary date, the creation of the District has not been confirmed by the voters within the District at an election called for such purpose in accordance with Section 49.102 of the Texas Water Code. The City further consents to: (a) the division of the District into two or more contiguous Subsequent Districts as provided in the Creation Legislation; (b) the annexation and exclusion of areas within the Land between or among Subsequent Districts in order to conform the boundaries of the Subsequent Districts to the eventual development plan for the Land; and (c) the acquisition by the District, and/or any Subsequent District, of road powers under Section 54.234 of the Texas Water Code. No further action on the part of the City will be required to evidence the City's consent to the foregoing, but the City agrees to provide specific resolutions confirming such consent and approval if requested to do so.

SECTION 3. The City acknowledges that, in order to complete the confirmation of the

creation of the District in accordance with applicable law, the deadline in Section 12 of the Creation Legislation will need to be extended, and the City hereby consents to, approves, and supports the amendment of the Creation Legislation to extend or delete the deadline by which the District must hold its confirmation and initial directors election.

SECTION 4. The development standards for development of any portion of the Land within the District or any Subsequent District, including connectivity with adjacent land, will be established by subsequent tri-party development agreement(s) between the City, Bastrop County, and the owner(s) of the applicable portion of the Land at the time that development is proposed by the owner(s). No portion of the Land may be final platted, or subdivided for purposes of laying out single family residential lots of five acres or less, until a tri-party development agreement with the City and Bastrop County is in place for such portion of the Land. However, for the avoidance of doubt, the requirements of this Section 4 will not apply to any portion of the Land excluded or removed from the District or any Subsequent District.

SECTION 5. The Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

SECTION 6. The City's consent is specifically limited to the matters contained in this Resolution and nothing herein will otherwise abrogate, diminish, or otherwise alter any rights, powers, privileges, functions, or authority of the City granted to it by the laws of the State, including, but not limited to, Chapter 42 of the Texas Local Government Code and Chapter 54 of the Texas Water Code, related to the creation of municipal utility districts in the City's extraterritorial jurisdiction.

SECTION 7. The City Council of the City hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, as amended.

SECTION 8. This resolution shall take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Bastrop, Texas, on the ___ day of _____, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: June 13, 2023

TITLE:

Consider action to approve Resolution R 2023-89 approving appointment of Jacob Dannen, JD as Associate Municipal Judge, Bastrop Municipal Court, City of Bastrop and approving a contract to provide services, attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Judge McClimon is currently serving as Presiding Municipal Court Judge since her appointment on March 10, 2023 and runs for a two-year term.

This appointment left the court with no appointed Associate Judge. This position is a backup to the Presiding Judge and assists with Jail Magistrates as well.

Finance issued a request for qualifications in March to provide recommendations for the Mayor to consider. No applications were received during that time period. The job description was further amended and again posted for consideration.

Judge McClimon also shared the information among legal circles and received an interested party who is named Jacob Dannen. Mr. Dannen meets the requirements of Associate Judge and would assist in the alleviation of the workload Judge McClimon has been carrying on her own. His application is attached. If approved, the council would authorize the City Manager to enter into an employment agreement similar to the one attached here.

FUNDING SOURCE

General Fund

RECOMMENDATION:

Recommend approval of Resolution No. R-2023-89 to appoint Jacob Dannen to serve as Associate Municipal Judge.

ATTACHMENTS:

1. Resolution No. R-2023-89
2. Resume – Jacob Dannen
3. Example Employment Agreement

RESOLUTION NO. R-2023-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING APPOINTMENT OF JACOB DANNEN, JD AS ASSOCIATE MUNICIPAL JUDGE, BASTROP MUNICIPAL COURT, CITY OF BASTROP; AND APPROVING A CONTRACT TO PROVIDE SERVICES; ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 30.00006 of the Texas Government Code provides that the term of office for municipal judges “must be for a definite term of two or four years.”; and

WHEREAS, Section §5.02 of the City of Bastrop Home Rule Charter states that the Judge of the Municipal Court “shall be nominated by the Mayor and appointed by the Council”; and

WHEREAS, Section 7.01.003(f) of the Bastrop City Code states “each alternate judge shall be appointed for a term of two (2) years; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is in the best interest of the City of Bastrop and for the orderly operation of the City of Bastrop Municipal Court to appoint Jacob Dannen, JD as Associate Municipal Judge.

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

Section 1: The City hereby appoints, under the authority of §5.02 of the City of Bastrop Home Rule Charter and Section 7.01.003 of the Bastrop City Code, Jacob Dannen, JD to the position of Associate Municipal Judge for a term of two (2) years.

Section 2: The City Manager is hereby authorized to execute a contract for Associate Municipal Judge services between the City of Bastrop, Texas and Jacob Dannen, JD, as well as all other necessary documents related to this contract.

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

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop, Texas this 13th day of June 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Cover Letter

The undersigned hereby certifies that he/she understands the Request for Qualifications (RFQ) has read the document in its entirety and understands the provisions set forth in this document. The following information must be filled out in its entirety for the response to be considered.

Name: Jacob W. Dannen

Office Address: 812 Chestnut Street, Bastrop, Texas 78602

Home Address: 135 Periwinkle Lane, Bastrop, Texas 78602

Office Phone: 512-400-2350 Cell Phone: 515-480-6396

Email Address: JacobWDannen@gmail.com

Please answer the following:

- 1. Juris Doctorate Degree Yes No
- 2. From what institution University of St. Thomas - Minnesota
- 3. Currently Licensed with State Bar of Texas Yes No
- 4. Number of years practicing law in State of Texas 4.5
- 5. Number of years criminal trial experience 0
- 6. Number of years juvenile trial experience 0
- 7. Clear grievance record Yes No


 _____ 6/7/2023
 Signature Date

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

JACOB WAYNE DANNEN
4825 DAVIS LANE, APT. 631, AUSTIN, TEXAS 78749 • 515-480-6396

EDUCATION

UNIVERSITY OF ST. THOMAS SCHOOL OF LAW, Minneapolis, MN May 2016
Juris Doctor

Activities: Family Law Society, President (2014); Admissions Student Ambassador; Elder Law Clinic

UNIVERSITY OF NORTHERN IOWA, Cedar Falls, IA May 2013
Bachelor of Arts in Psychology and German

TECHNISCHE UNIVERSITÄT DORTMUND, Dortmund, Germany Spring 2011
ISEP Study Abroad Program

LEGAL/POLITICAL EXPERIENCE

KEY LAW OFFICE, BASTROP, TEXAS January 2022-Present
Family Law Attorney

- Represented clients in all family law matters

EVANS FAMILY LAW GROUP, BASTROP, TEXAS January 2020-November 2021
Family Law Attorney

- Represented clients in all family law matters

HINSON SINGLA PLLC, AUSTIN, TEXAS November 2018-December 2019
Attorney

- Represented clients in all family law matters

HINSON SINGLA PLLC, AUSTIN, TEXAS August 2017-October 2018
Paralegal

- Drafted family and criminal pleadings
- Researched legal issues relating to family and criminal law

UNITED STATES DEPARTMENT OF HOMELAND SECURITY, MINNEAPOLIS/ST. PAUL, MN Spring 2016
Immigration and Customs Enforcement Student Attorney

- Represented the United States Government in removal proceedings
- Researched legal issues relating to immigration law in the Eighth Circuit
- Drafted trial and appellate briefs

UNITED STATES DEPARTMENT OF STATE, BERLIN, GERMANY Fall 2015
U.S. Embassy Berlin Intern

- Assisted U.S. Diplomats spread U.S. foreign policy in Germany

MESENBOURG & SARRATORI LAW OFFICES, P.A., COON RAPIDS, MN June 2014-July 2015/July 2018-Present
Law Clerk

- Drafted a variety of legal documents including trial briefs and appellate briefs
- Researched and analyzed complex legal issues in civil and criminal cases

MINNESOTA JUSTICE FOUNDATION, Minneapolis, MN September 2013 – May 2014
Hennepin County Self-Help Family Law Volunteer

- Assisted pro se clients with filling out a variety of family court forms
- Informed pro se clients of the law regarding divorce, child custody, and child support

DUTTON, BRAUN, STAACK, HELLMAN P.L.C., Waterloo, IA August 2012 – August 2013
Runner

- Assisted attorneys and support staff on all aspects of cases

LANGUAGES

GERMAN-FLUENT

PORTUGUESE – BEGINNER TO INTERMEDIATE

SPANISH-BEGINNER

HOBBIES

- Traveling, learning languages and cultures, photography, and watching the Chicago Cubs win

STATE OF TEXAS §
COUNTY OF BASTROP §

AGREEMENT BETWEEN THE CITY OF BASTROP
AND
CAROLINE A. MCCLIMON, JD

This agreement is effective the 10th day of March 2023, between the City of Bastrop, acting through its duly elected City Council of the City of Bastrop and Caroline A. McClimon, JD. as follows:

WITNESSETH:

WHEREAS, pursuant to the authority granted to the City Council through **The City Charter** and the laws of the State of Texas, the City Council of the City of Bastrop has appointed Caroline A. McClimon, JD. as Presiding Municipal Court Judge; and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

SAMPLE

I. TERM

- 1.1 The term of this Agreement shall be for two years to run for the portion of such unexpired term as may remain at the time of the appointment, unless sooner terminated as provided by the terms of this Agreement.

2. SCOPE OF AGREEMENT

- 2.1 The purpose of this Agreement is to engage Judge. McClimon, for the express purpose of serving the City of Bastrop, Texas, as the City's Presiding Municipal Court Judge.
- 2.2 Judge McClimon shall perform all duties of the Municipal Court Judge of the City of Bastrop, Texas, as set forth in the current or revised **Charter of the City of Bastrop** as required by **The Code of the City of Bastrop, as amended**, by applicable State law, as it now exists or may be amended in the future, and the **Texas Code of Judicial Conduct**.
- 2.3 These duties include but are not limited to:
 - Preside over Municipal Court for all criminal class C Misdemeanors, criminal jury and nonjury trials, pre-trial conferences, juvenile warnings, and other cases appropriately tried in Municipal Court

- Preside over civil truant conduct hearings/trials.
- Maintain a central docket of all cases filed in the City of Bastrop.
- Establish and maintain Court Security panel.
- Review and/or deny requests for continuances.
- Determine innocence or culpability (when hearing cases without a jury) and levies fine commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances.
- Supervise the administration of juror notification and direct jurors in trial cases on their role in the interpretation and application of law.
- Be available, or have adequate associate judge expertise available, on a 24/7 basis, to review and/or sign complaints, summons, subpoenas, affidavits for search and arrest warrants, appeal bonds, etc.
- Support court activities with Municipal Court Clerk and City Prosecutor and other city departments.
- Review legislation and current case law affecting offenses and the criminal justice system and implement procedures to ensure compliance. Perform legal research as needed and determine fine amounts.
- Conduct hearings (including property, emergency protective order, code enforcement, dangerous dog, etc.).
- Daily jail magistrations – rights warnings, set bonds
- Juvenile hearings.
- Indigent hearings.
- Approve/Deny Personal Recognizance (PR) Bond requests.
- Issue warrants (search, arrest, mental health), summons, magistrate warnings, etc.
- Primarily responsible for the review and signing of all paperwork prepared by court clerks.

- 2.4 The City of Bastrop's regular Municipal Court shall be held at Bastrop Municipal Court located at 104 Grady Tuck Lane, Bastrop, Texas 78602. However, the City of Bastrop reserves the right to designate days of the week, hours, and alternate locations where the Municipal Court may be held in the event that facility should not be available.
- 2.5 The City Council shall have the power to create and establish additional Municipal Courts, with the same or separate jurisdictions, and to appoint an additional Magistrate for each Court so established.
- 2.6 Judge. McClimon agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.
- 2.7 Judge McClimon shall deal with the administrative services of Municipal Court solely through the Municipal Court Clerk or the City Manager.