

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



June 11, 2024

AMENDED AGENDA and PACKET -- Regular City Council Meeting at 6:30 PM

All amendments/additions are in BOLD and in ITALIC

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** - Kaison Ancrum and Aria Perkins

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

3. **INVOCATION** - Arthur Banks, 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 the legacy of Harriet Tubman.

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

4E. ***A proclamation of the City Council of the City of Bastrop, Texas recognizing June 19, 2024, as Juneteenth Day.***

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

5. WORK SESSIONS/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS - NONE

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform 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 28, 2024, Regular meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve the second reading of Ordinance No. 2024-17 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," Article 12.05 Titled "Speed Limits," adding Section 12.05.009 titled "SH 304 speed limits." Zoning for traffic and rate of speed therein, on SH 304 in the city limits of the City of Bastrop; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder;

repealing all prior ordinances that are in conflict herewith; and providing for findings of fact, enactment, codification, effective date, repealer, severability, proper notice and meeting as shown in Exhibit A.

Submitted by: Kennedy Higgins, Senior Planner, Development Services Department

- 8C. Consider action to approve the second reading of Ordinance No. 2024-14 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention as attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

Submitted by: Elizabeth Wick, Project Manager

- 8D. Consider action to approve Resolution No. R-2024-65 of the City Council of the City of Bastrop, Texas, approving amendments to the real estate purchase contract and performance agreement between the Bastrop Economic Development Corporation and Acutronic Real Estate, Inc; authorizing all necessary actions, including execution of necessary documentation; repealing all resolutions in conflict; and providing an effective date.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Director of the BEDC and City Manager

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2024-69 of the City Council of the City of Bastrop, Texas amending a contract for the update to the 2016 Comprehensive Plan to Halff Associates, Inc to increase the contract price by an amount not to exceed Forty Thousand, Two Hundred Eighty Dollars (\$40,280.00) hereby attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

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

- 9B. Consider action to approve the first reading of Ordinance No. 2024-18 approving the creation of a Charter Review Commission; appointing initial commissioners; providing for severability; providing for repeal; and providing an effective date; and move to include on the June 25, 2024, consent agenda for second reading.

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

- 9C. Consider action to approve Resolution No. R-2024-66 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Krissie Fountain to Place 7, of the Bastrop Parks and Recreation Board as required in Section 3.08 of the City's Charter; and establishing an effective date.

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

- 9D. Consider action to approve Resolution No. R-2024-67 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Council Member Lee as Parks and Recreation Board Liaison and Council Member Fossler as DEI Board Liaison as required in Section 3.08 and Section 1.04.002(6) of the City's Charter; and establishing an effective date.

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

- 9E.** Consider action to confirm appointment by the Mayor of Council Member Kerry Fossler to the ad hoc executive committee to address considerations related to a regional sports facility located in the Bastrop Economic Development Corporation Industrial Park, replacing former Council Member Jimmy Crouch.

Submitted by: Mayor Lyle Nelson and Council Member Cynthia Meyer

- 9F.** Consider action to approve Resolution No. R-2024-68 of the City Council, of the City of Bastrop, Texas, approving the acquisition of certain real property, known as 610 **Martin Luther King Jr.** Drive, being 2.195 acres of land out of Building Block 56, East of Main Street, in the City of Bastrop; authorizing the City Manager to execute a purchase & sale agreement and all other necessary documents for the acquisition of said property for the amount of \$147,000.00; providing for severability; providing for repeal; and providing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

- 9G.** ***Consider action to approve Resolution No. R-2024-70 of the City Council of the City of Bastrop, Texas, authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligations.***

Submitted by: Edi McIlwain, Chief Financial Officer

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072 to seek the advice of legal counsel regarding potential acquisitions of real estate related to the Westside Collection System wastewater improvements project and the following cases pending in Bastrop County Court at Law No. 1: Case No. 20-20462, City of Bastrop, Texas v. Baham Interests Limited Partnership; and Case No. 20-20464, City of Bastrop, Texas v. Palms Properties, LLC.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel and possible action regarding a potential request for a petition to create Bastrop County Emergency Services District No. 3.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.087 to seek the advice of legal counsel and possible action regarding a 380 Agreement economic development incentives for the Sendero - Pearl River (PRC 01 Bastrop, LLC) development.
- 10D. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel regarding the real estate and economic development aspects of a potential development of a Qualified Hotel Project.

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

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: **Friday, June 7, 2024 at 3:00 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 11, 2024

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing the legacy of Harriet Tubman.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

ATTACHMENTS:

- Proclamation





PROCLAMATION



WHEREAS, Harriet Tubman was born into slavery in 1822 and escaped from her plantation in 1849 in Maryland and became a free woman in Philadelphia; and

WHEREAS, Tubman made numerous trips back to the South between 1849 and 1860; and

WHEREAS, During this time period she helped free her parents, husband, family and approximately 70 enslaved friends in about 10 trips; and

WHEREAS, She had a wanted dead or alive bounty for her capture valued at \$40,000; and

WHEREAS, Tubman joined the Union Army in 1860 and became a scout and spy, becoming the first woman to lead an armed expedition in the Civil War and liberated more than 700 more enslaved people; and

WHEREAS, After the war, Tubman moved to Auburn New York, where she had purchased property and cared for her aging parents, and was involved in the suffragette movement fighting not only for the rights of women, but also for minorities, the disabled and the elderly; and

WHEREAS, Harriet Tubman is remembered today because of the bravery she displayed as an African-American woman who could not read or write, but managed to navigate her way with many passengers to freedom on the Underground Railroad; and

WHEREAS, On this day, we are celebrating the arrival of the traveling sculptural exhibition "Harriet Tubman- The Journey to Freedom" by acclaimed sculptor Wesley Wofford of North Carolina to the Kerr Community Center and Park in Bastrop, Texas; and

WHEREAS, This exhibition was installed at this time to coincide with the City's Juneteenth Celebration and 110th Anniversary of the Kerr Community Center and will continue to be enjoyed by citizens of Texas through August 2024; and

WHEREAS, "The Journey to Freedom" is a powerful portrait of Harriet Tubman, intentionally depicting the leadership, selflessness, and courage that she has

demonstrated during her fight for freedom from slavery for herself and so many others; and

WHEREAS, Locating the sculpture at the Kerr Community Center brings attention to the important role African Americans have had in the history and development of the City of Bastrop. This site is central to the city’s historic African American Cultural District, where many of our local heroes also bravely fought to abolish slavery and establish equal rights for all; and

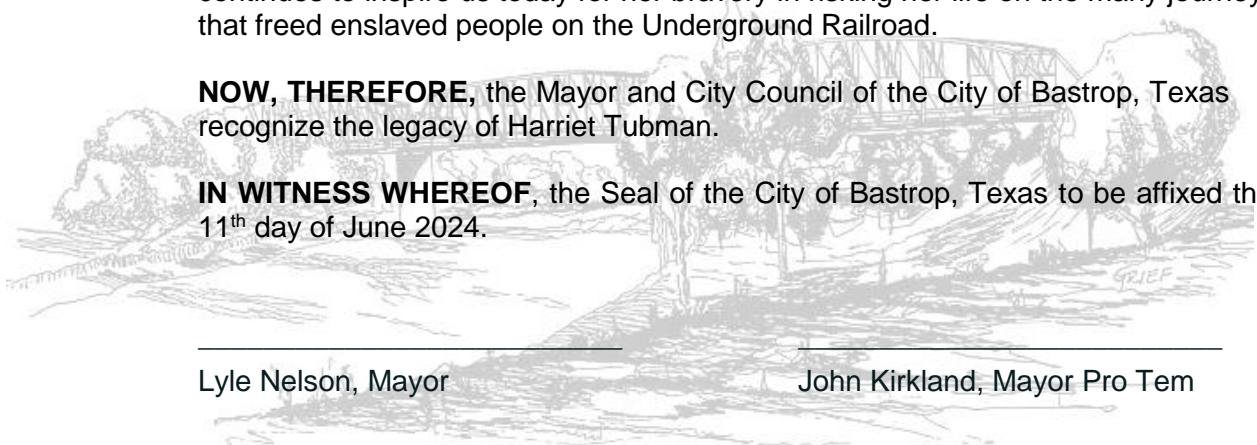
WHEREAS, The City of Bastrop, Texas, is thrilled to be the first site in Texas to host this prestigious exhibit. In September 2024, it will next travel to the International African American Museum in Charleston, SC; and

WHEREAS, The City of Bastrop is even more honored to join the rank of exhibitors because the statue was cast by the talented men and women of Pyrology Foundry & Studio, located in Bastrop, Texas. It is a tremendous source of pride for our city that our friends and neighbors had a hand in bringing this meaningful and important sculpture to fruition; and

WHEREAS, It is indeed an honor to share the legacy of Harriet Tubman who continues to inspire us today for her bravery in risking her life on the many journeys that freed enslaved people on the Underground Railroad.

NOW, THEREFORE, the Mayor and City Council of the City of Bastrop, Texas recognize the legacy of Harriet Tubman.

IN WITNESS WHEREOF, the Seal of the City of Bastrop, Texas to be affixed this 11th day of June 2024.



Lyle Nelson, Mayor

John Kirkland, Mayor Pro Tem

Cheryl Lee, Council Member

Cynthia Meyer, Council Member

Kevin Plunkett, Council Member

Kerry Fossler, Council Member



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing June 19, 2024, as Juneteenth Day.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

ATTACHMENTS:

- Proclamation





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, *2024 marks the 161st 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 15th, 2024, the Bastrop Juneteenth Committee will recognize the 37th anniversary of an organization celebrating this event. The 2024 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, Lyle Nelson, Mayor of the City of Bastrop, do hereby proclaim Wednesday, June 19th, 2024 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 11th day of June, 2024.

Lyle Nelson, Mayor





STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider action to approve City Council minutes from the May 28, 2024, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

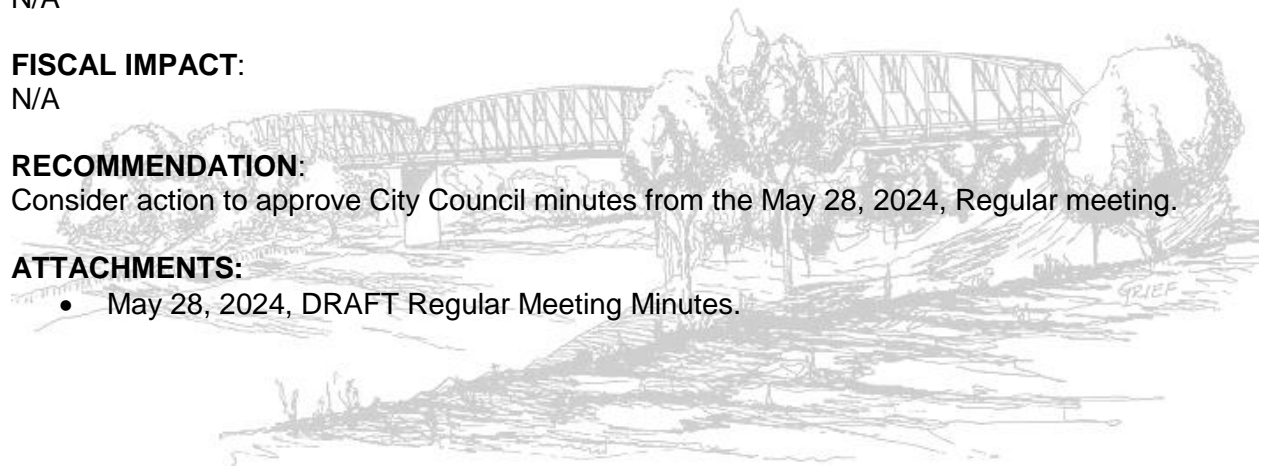
N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the May 28, 2024, Regular meeting.

ATTACHMENTS:

- May 28, 2024, DRAFT Regular Meeting Minutes.



MAY 28, 2024

The Bastrop City Council met in a regular meeting on Tuesday, May 28, 2024, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Meyer, Lee, Fossler, and Plunkett. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Max Lassen and Edwin Dimas-Cortez, Colorado River Collegiate Academy led the pledges.

INVOCATION

Dale Burke, Police Chaplain, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing June 2024, as Pride Month.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Proclamation was read into record by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.

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

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending March 31, 2024.
Submitted by: Edi McIlwain, Chief Financial Officer
Presentation was made by Edi McIlwain, Chief Financial Officer.
- 6B. Receive presentation on the unaudited Monthly Financial Report for the period ending April 30, 2024.
Submitted by: Edi McIlwain, Chief Financial Officer
Presentation was made by Edi McIlwain, Chief Financial Officer.

CITIZEN COMMENTS**SPEAKERS**

Janette Watson
343 Leisure

Cedar Creek, TX 78612

Mark Whiting
614 Cottletown Rd.
Unit B
Smithville, TX 78957
512-809-2869

Georgeann Shockley
630 E Riverside Dr.
Bastrop, TX 78602
512-789-1119

Carol Spencer
126 Brazos Drive
Cedar Creek, TX

CONSENT AGENDA

A motion was made by Council Member Lee to approve Items 8A, 8B, 8C, and 8D 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 14, 2024, Regular meeting.
Submitted by: Ann Franklin, City Secretary
- 8B. Consider action to approve the second reading of Ordinance No. 2024-15 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.
Submitted by: Edi McIlwain, Chief Financial Officer
- 8C. Consider action to approve the second reading of Ordinance No. 2024-12 of the City Council of the City of Bastrop, Texas, disannexing from the City limits, for full purposes, land being approximately 312.61 acres, known as Bastrop Colorado Bend, Phase 1, out of the Stephen F. Austin Survey, Abstract No. 2, in Bastrop County, Texas, located west of Lovers Lane and southeast of the Colorado River.
Submitted by: Andres Rosales, Assistant City Manager
- 8D. Consider action to approve the second reading of Ordinance No. 2024-13 of the City Council of the City of Bastrop, Texas, approving the zoning change for 6.218 +/- acres out of the Nancy Blakey Survey, Abstract Number 98, located west of FM 969 within the City of Bastrop, Texas, P3 Residential to P5 Core, as shown in Attachment 2; providing for findings of fact; providing for repealer; providing for severability; providing for enforcement; providing for proper notice and meeting; and establishing an effective date.
Submitted by: Kennedy Higgins, Senior Planner, Development Services Department

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Hold public hearing and consider action to approve the first reading of Ordinance No. 2024-11 of the City Council of the City of Bastrop, Texas, approving the zoning change for 31.4559 +/- acres out of the A11 Bastrop Town Tract, Bastrop County, Texas, more commonly known as Bastrop Gateway from P2 rural and P5 core to planned development district with P5 core base zoning, as shown in Attachment 2; providing for findings of fact; providing for repealer; providing for severability; providing for enforcement; providing for proper notice and meeting; and establishing an effective date; and move to include on the June 11, 2024, consent agenda.
Submitted by: Kennedy Higgins, Senior Planner, Development Services
Presentation was made by Kennedy Higgins, Senior Planner, Development Services.

Public hearing opened.

SPEAKERS

**Brynda Fowler
525 Tahitian Dr.
Bastrop, TX 78602
512-567-9256**

**Chris Kirby
33 Lost Pines Avenue
Bastrop, TX
512-589-1777**

**Ian Wats
13 Lost Pines
Bastrop, TX
512-750-7522**

**Joe Grady Tuck
1503 Wilson
Bastrop, TX
512-925-2702**

**Shannon Day
13 Lost Pines
Bastrop, TX
817-597-0708**

**Pablo Serna
1104 Hill Street
Bastrop, TX
512-963-0919**

**Judah Ross
213 Nichole Way
Bastrop, TX**

**Cecilia Serna
1104 Hill Street
Bastrop, TX
512-596-9984**

**John Ebert
20 Lost Pine
Bastrop, TX 78602**

**Glen Senate
240 Reids Bend Rd
Bastrop, TX 78602
512-329-9255**

**Stewart Bridges
12 Lost Pines
Bastrop, TX**

**Debbie Moore
1306 Church Street
Bastrop, TX**

Public hearing closed.

A petition of protest was received from three property owners equaling 5.14 acres, the total area within the 200 acres rule is 43.13 acres equaling 11.9%. The petition did not meet the 20% super majority.

A motion was made by Council Member Meyer to deny the rezoning, seconded by Council Member Lee, motion was approved on a 4-1 vote. Council Member Plunkett voted nay.

Mayor Nelson recessed the Council Meeting at 9:21 p.m.

Mayor Nelson called the Council Meeting back to order at 9:30 p.m.

- 9B. Consider Action to approve the first reading of Ordinance No. 2024-14 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention as attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting and move to include on the June 11, 2024, Consent Agenda for the second reading.
Submitted by: Elizabeth Wick, Project Manager
Presentation was made by Elizabeth Wick, Project Manager.

A motion was made by Mayor Pro Tem Kirkland to approve the first reading of Ordinance No. 2024-14 with additional language from legal that says the four-year lookback period will only include the time the current owner owns the house, and to include on the June 11, 2024, consent agenda for second reading, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 9C. Consider action to approve Resolution No. R-2024-59 of the City Council of the City of Bastrop, Texas, to ratify the emergency procurement from Weisinger Incorporated, in the amount of Sixty-Eight Thousand Eight Hundred and Ninety-Seven Dollars and 00/100 (\$68,897.00) for materials and labor to repair Well H; providing for severability; providing for repeal; and providing an effective date.

Submitted by: Curtis Hancock, Director of Water & Wastewater

Presentation was made by Curtis Hancock, Director of Water & Wastewater.

A motion was made by Council Member Meyer to approve Resolution No. R-2024-59, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 9D. Consider Action to approve the first reading of Ordinance No. 2024-17 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," Article 12.05 Titled "Speed Limits," adding Section 12.05.009 titled "SH 304 speed limits." Zoning for traffic and rate of speed therein, on SH 304 in the city limits of the City of Bastrop; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; repealing all prior ordinances that are in conflict herewith; and providing for findings of fact, enactment, codification, effective date, repealer, severability, proper notice and meeting as shown in Exhibit A, and move to include on the June 11, 2024 Consent Agenda for the second reading.

Submitted by: Kennedy Higgins, Senior Planner, Development Services Department

Presentation was made by Kennedy Higgins, Senior Planner, Development Services Department.

A motion was made by Council Member Plunkett to approve the first reading of Ordinance No. 2024-17, and to include on the June 11, 2024, consent agenda for second reading, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 9E. Consider action to approve Resolution No. R-2024-60 of the City Council of the City of Bastrop, Texas, approving and authorizing a proposal from Aqua-Metric Sales Company, for Sixty-Seven Thousand Five Hundred Thirty-Five Dollars and 99/100 (\$67,535.99) as a sole source provider for Sensus products and services; providing for execution of all necessary documents; providing for repealer; providing for severability; and providing an effective date.

Submitted by: Curtis Hancock, Director of Water & Wastewater

Presentation was made by Curtis Hancock, Director of Water & Wastewater.

A motion was made by Council Member Lee to approve Resolution No. R-2024-60, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 9F. Consider action to approve Resolution No. R-2024-61 regarding a petition filed by Christopher Humphreys to remove approximately 5.100 acres of land, as described in the petition, from the City of Bastrop's extraterritorial jurisdiction pursuant to Local Government Code Chapter 42.

Submitted by: Sylvia Carrillo-Trevino, City Manager

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

A motion was made by Council Member Lee to approve Resolution No. R-2024-61, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 9G. Consider action to approve Resolution No. 2024-64 to create a Charter Review Committee, with 2 appointments by each council member, to bring back recommendations to the City Council for a Charter Election to be held in May 2025. Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM
Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM.

A motion was made by Council Member Plunkett to approve Resolution No. 2024-64 to appoint the following 9 members to the Charter Review Committee with an amendment to Section 3 to replace twelve members with 9, seconded by Council Member Lee, motion failed on a 2-3 vote. Those voting aye were: Council Members Lee and Fossler. Those voting nay were: Mayor Pro Tem Kirkland and Council Members Meyer and Plunkett.

APPOINTEES

**David Bragg
 Jimmy Crouch
 Alex Hensley
 Bernie Jackson
 Dock Jackson
 Ken Kesselus
 Connie Schroeder
 Debbie Moore
 Robbin Pyson**

A motion was made by Council Member Meyer to approve Resolution No. R-2024-64 with a commission of twelve nominees which 9 names were listed in the packet and David Bragg and Bernie Jackson submitted by the Mayor. The motion died for lack of a second.

A motion was made by Council Member Fossler to approve Resolution No. R-2024-64 with a number of twelve members without specified names, seconded by Council Member Lee, motion failed on a vote of 2-3. Those voting aye were: Council Members Lee and Fossler. Those voting nay were: Mayor Pro Tem Kirkland and Council Members Meyer and Plunkett.

A motion was made by Council Member Meyer to table this item, seconded by Mayor Pro Tem Kirkland, motion was approved on a 4-1 vote. Those voting aye were: Mayor Pro Tem Kirkland and Council Members Lee, Meyer, and Plunkett. Council Member Fossler voted nay.

- 9H. Consider action to approve Resolution No. R-2024-54 expressing official intent to reimburse certain expenditures of the City of Bastrop, Texas to pay costs related to (1) constructing, improving, extending, and equipping the City's water and wastewater system, and (2) paying professional services in connection therewith including legal, fiscal, consulting, engineering fees and other related costs
 Submitted by: Edi McIlwain, Chief Financial Officer
Presentation was made by Edi McIlwain, Chief Financial Officer.

A motion was made by Council Member Plunkett to approve Resolution No. R-2024-54 amending section 1 to change \$14,000,000 to \$36,845,000, seconded by Council Member Fossler, motion was approved on a 5-0 vote.

- 9I. Consider action to approve Resolution No. R-2024-63 of the City Council of the City of Bastrop, Texas, authorizing the closure of the submission period for the Request for Qualifications for Indefinite Delivery Indefinite Quantity for Engineering Services; authorizing the City Manager to proceed with the evaluation of the submittals and negotiations with the qualified respondents; providing for a repealing clause; and establishing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

Presentation was made by Andres Rosales, Assistant City Manager.

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2024-63, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 10:51 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and .087 to seek the advice of legal counsel regarding the contribution of Hotel Occupancy Tax Funds to fund renovations and updates to the Bastrop County Museum & Visitor Center.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding a potential request for a petition to create Bastrop County Emergency Services District No. 3.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding the Master Agreement for the Transfer of Retail Water Certificate of Convenience and Necessity Service Area from Aqua Water Supply Corporation to the City of Bastrop and consideration of compensation for certain service areas.

Mayor Nelson recessed the Executive Session at 11:26 p.m.

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

No action taken.

Adjourned at 11:26 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on June 11, 2024, 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 11, 2024

TITLE:

Consider Action to approve the second reading of Ordinance No. 2024-17 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," Article 12.05 Titled "Speed Limits," adding Section 12.05.009 titled "SH 304 speed limits." Zoning for traffic and rate of speed therein, on SH 304 in the city limits of the City of Bastrop; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; repealing all prior ordinances that are in conflict herewith; and providing for findings of fact, enactment, codification, effective date, repealer, severability, proper notice and meeting as shown in Exhibit A.

AGENDA ITEM SUBMITTED BY:

Kennedy Higgins, Senior Planner

BACKGROUND/HISTORY:

TXDOT conducted an engineering and traffic investigation regarding the speed and number of vehicles that utilized SH 304. The recommendation from TXDOT was to lower the speed limit from 60 miles per hour, to 50 miles per hour.

POLICY EXPLANATION:

Texas Transportation Code

Chapter 545, Subchapter H. Speed Restrictions, Section 545.356 Authority of Municipality to Alter Speed Limits and section 545.351 (a) Maximum Speed Requirement.

Sec. 545.356. AUTHORITY OF MUNICIPALITY TO ALTER SPEED LIMITS. (a) The governing body of a municipality, for a highway or part of a highway in the municipality, including a highway of the state highway system, has the same authority to alter by ordinance prima facie speed limits from the results of an engineering and traffic investigation as the Texas Transportation Commission on an officially designated or marked highway of the state highway system. The governing body of a municipality may not modify the rule established by Section 545.351(a) or establish a speed limit of more than 75 miles per hour.

(b) The governing body of a municipality, for a highway or part of a highway in the municipality, including a highway of the state highway system, has the same authority to alter prima facie speed limits from the results of an engineering and traffic investigation as the commission for an officially designated or marked highway of the state highway system, when the highway or part of the highway is under repair, construction, or maintenance. A municipality may not modify the rule established by Section 545.351(a) or establish a speed limit of more than 75 miles per hour.

Sec. 545.351. MAXIMUM SPEED REQUIREMENT. (a) An operator may not drive at a speed greater than is reasonable and prudent under the circumstances then existing.

Bastrop Code of Ordinances

Chapter 12, article 12.05 – Speed Limits, section 12.05.003 Specific speed limits
Sec. 12.05.003 - Specific speed limits.

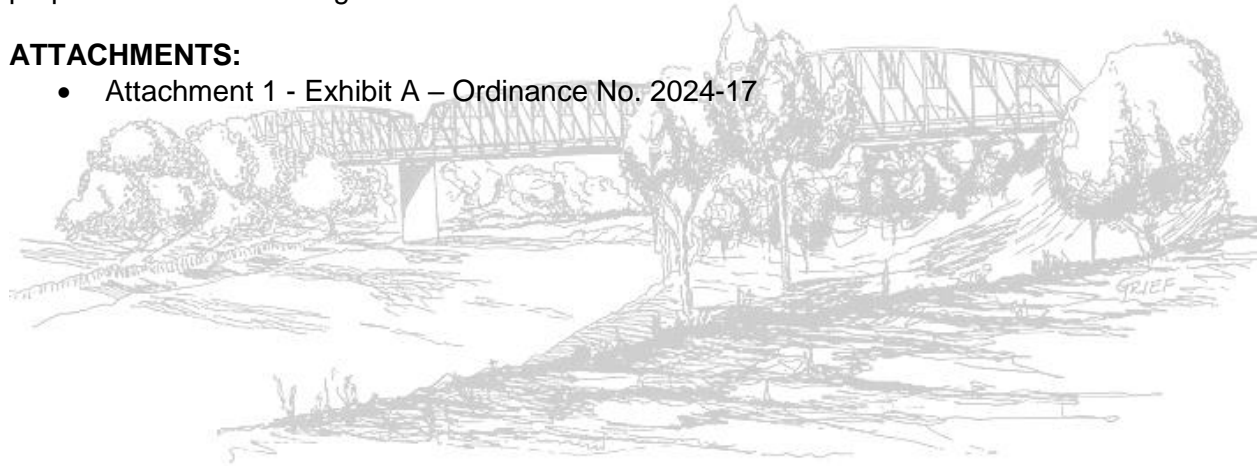
When signs are erected giving notice thereof, no person shall operate a vehicle on any road or highway within the city at a speed greater than that indicated in the schedule as maintained on file in the office of the City Secretary.

RECOMMENDATION:

Consider Action to approve the second reading of Ordinance No. 2024-17 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," Article 12.05 Titled "Speed Limits," adding Section 12.05.009 titled "SH 304 speed limits." Zoning for traffic and rate of speed therein, on SH 304 in the city limits of the City of Bastrop; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; repealing all prior ordinances that are in conflict herewith; and providing for findings of fact, enactment, codification, effective date, repealer, severability, proper notice and meeting as shown in Exhibit A.

ATTACHMENTS:

- Attachment 1 - Exhibit A – Ordinance No. 2024-17



ORDINANCE NO. 2024-17

SPEED LIMIT ON SH 304

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE CODE OF ORDINANCES RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES", ARTICLE 12.05 TITLED "SPEED LIMITS", AMENDING SECTION 12.05.009 TITLED "SH 304 SPEED LIMITS." ZONING FOR TRAFFIC AND RATE OF SPEED THEREIN, ON SH 304 IN THE CITY LIMITS OF THE CITY OF BASTROP; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; REPEALING ALL PRIOR ORDINANCES THAT ARE IN CONFLICT HERewith; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, CODIFICATION, EFFECTIVE DATE, REPEALER SEVERABILITY, PROPER NOTICE AND MEETING.

WHEREAS, the Texas Department of Transportation has determined upon the basis of engineering and traffic investigation that the prima facie maximum speed limit for that portion of SH 304 as shown on the attached Exhibit A, shall be stated and described hereinafter; and

WHEREAS, the City of Bastrop desires to protect and ensure the public health, safety, and welfare of its residents and business by regulating and guiding the general traveling public; and

WHEREAS, the City Council desires to change the current prima facie speed limits on SH 304 in the city limits of the City of Bastrop, as provided herein, to 50 mph pursuant to Section 12.05.003 of the Code of Ordinances to better protect the convenience, health, safety, and welfare of the residents of the City and of the motoring public.

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

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

Section 2. It is hereby determined upon the basis of an engineering and Traffic investigation that the prima facie maximum speed limit on those portions of SH 304 routed in the City of Bastrop, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

FOR NORTHBOUND TRAFFIC

Beginning at Control Section 0573-01 at milepoint 0.670 (Bastrop Southern City Limit - 417 feet South of Hunters Point Dr.) to milepoint 0.000 (SH 21-SH71), a distance of 0.670 miles, a prima facie maximum speed limit of 50 miles per hour.

FOR SOUTHBOUND TRAFFIC

Beginning at Control Section 0573-01 at milepoint 0.000 (SH 21-SH71) to milepoint 0.670 (Bastrop Southern City Limit - 417 feet South of Hunters Point Dr.), a distance of 0.670 miles, a prima facie maximum speed limit of 50 miles per hour.

Section 3. That all of the streets of this city, and all portions of any such streets, are hereby declared to be public streets and that the driving or operating of any motor vehicle on or along any portion of any street of this city at a rate of speed that is greater than the maximum rate of speed for said portion of said street, as fixed by this ordinance shall be guilty of a misdemeanor, which is named “ The Offense of Speeding “ and that the said offense is punishable by a fine in any sum not to exceed Two Hundred dollars (\$200.00). That the use of the word “Speeding” shall be sufficient to designate the said offense, and shall mean that a motor vehicle has been driven upon a public street at a greater rate of speed than fixed by City Ordinance for the street and for the zone thereof, that such motor vehicle was so being driven upon, if zoned.

That in prosecutions under this ordinance, for the offense of speeding, the complaint, if in other respects sufficient in form, shall as to the portion thereof seeking to acknowledge the offense, be sufficient if it in substance alleges that the defendant did while driving a motor vehicle in said city commit the offense of “Speeding”.

Section 4. Amendment to the City Code. The City of Bastrop Code of Ordinances Chapter 12 “Traffic and Vehicles”, Article 12.05 “Speed Limits”, Section 12.05.009 “SH 304 Speed Limits” of the Code of Ordinances is hereby amended to lower the speed limit on those portions of SH 304 routed in the City of Bastrop per section 2 of this ordinance, and shall read in accordance with Exhibit B.

Section 5. Passage. 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. Severability. If any clause or provision of this Ordinance shall be deemed to

be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 7. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 8. 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.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 28th day of May 2024.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 11th day of June 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

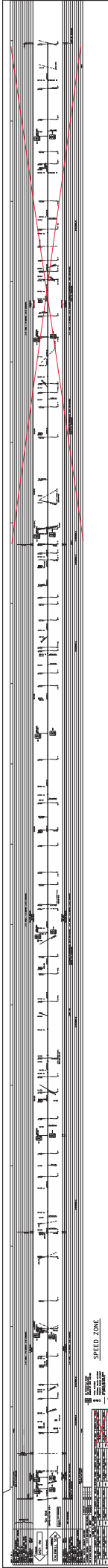


Exhibit B – Amendment to;

City of Bastrop Code of Ordinances Chapter 12; Traffic And Vehicles

Article 12.05; Speed Limits - Section 12.05.009; Sh 304 Speed Limits.

Sec. 12.05.009 - SH 304 speed limits.

- (a) Due to an imminent threat to public health and safety, the speed limits on SH 304 within the city shall be as follows:
- (1) ~~Northbound toward State Highway 71. On SH 304 from mile point 0.688 (at the Bastrop city limit) to mile point 0.000 (at the intersection of SH 304 and SH 71), a distance of 0.688 miles, shall hereby be a maximum speed limit of sixty (60) miles per hour. Beginning at Control Section 0573-01 at milepoint 0.670 (Bastrop Southern City Limit - 417 feet South of Hunters Point Dr.) to milepoint 0.000 (SH 21-SH71), a distance of 0.670 miles, a prima facie maximum speed limit of 50 miles per hour.~~
 - (2) ~~Southbound toward Gonzales, Tx. On SH 304 from mile point 0.000 (at the intersection of SH 71 and SH 304) to mile point 0.688 (at the Bastrop city limit), a distance of 0.688 miles, shall hereby be a maximum speed limit of sixty (60) miles per hour. Beginning at Control Section 0573-01 at milepoint 0.000 (SH 21-SH71) to milepoint 0.670 (Bastrop Southern City Limit - 417 feet South of Hunters Point Dr.), a distance of 0.670 miles, a prima facie maximum speed limit of 50 miles per hour.~~
- (b) (b) The director of public works shall cause SH 304 speed limit signs and other traffic-control devices to be erected at such locations deemed necessary to provide reasonable notice of the above speed limits to those traveling on SH 304 within the city.
- (c) (c) Violators shall be cited and subject to a fine for the offense of speeding as set forth in [section 12.05.008](#).



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider Action to approve the second reading of Ordinance No. 2024-14 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention as attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Elizabeth Wick, Project Manager

BACKGROUND/HISTORY:

The City of Bastrop adopted the FEMA Atlas 14 FIRM Maps on April 25th, 2023 with an effective date of May 9th, 2023. This adoption implemented some additional restrictions for development in the special flood hazard area, some of which include the requirement to elevate the structure two feet above the base floor flood elevation when improving more than 50% of the market value of the structure. To ensure this regulation is followed Staff is proposing a four-year timeframe for analyzing improvements to the structure. Such that over the course of the four years cumulative substantial improvements have exceeded the 50% valuation rule.

Per Council recommendation, Article has been amended to limit the four year look back to a single owner.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Consider Action to approve the second reading of Ordinance No. 2024-14 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention as attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

ATTACHMENTS:

- Attachment 1 - Exhibit A – Ordinance No. 2024-14 Rev1

**CITY OF BASTROP, TEXAS
ORDINANCE NO. 2024-14**

AMENDING CODE OF ORDINANCES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.17 FLOOD DAMAGE PREVENTION; 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”) 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, the City Council finds that there is a local need for flood insurance and desires to continue to participate in the National Flood Insurance Program (“NFIP”); and

WHEREAS, a Flood Insurance Study (“FIS”) and Flood Insurance Rate Map (“FIRM”) have been completed for the City and became effective on May 9, 2023; and

WHEREAS, the City Council intends to recognize and duly evaluate flood hazards in all official actions in the areas having special flood hazards and to take such other official action reasonably necessary to carry out the objectives of the program including enacting and enforcing local floodplain management standards consistent with NFIP minimum criteria; and

WHEREAS, the City Council finds certain amendments to the aforementioned codes are 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, Texas:

1. FINDINGS OF FACT

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

2. AMENDMENT

The Bastrop Code of Ordinances Chapter 3 Building Regulations, Article 3.17 Flood Damage Prevention 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. The City Council hereby adopts and references the related Federal Emergency Management Agency ("FEMA") documents including, but not limited to, the Flood Insurance Rate Maps and Flood Insurance Study which is attached hereto as *Attachment "B"* and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

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

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.

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.

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.

7. PROPER NOTICE AND MEETING

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

READ & ACKNOWLEDGED on First Reading on this, the 28th day of May 2024.

READ & APPROVED on the Second Reading on this, the 11th day of June 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ATTACHMENT A

ARTICLE 3.17 FLOOD DAMAGE PREVENTION

Sec. 3.17.001 Statutory authorization.

The legislature of the state has in Civil Statutes delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council, of the City of Bastrop, Bastrop, Texas, does ordain as follows.

Sec. 3.17.002 Findings of fact.

- (a) The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed, or otherwise protected from flood damage.

Sec. 3.17.003 Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize future flood blight areas; and
- (7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 3.17.004 Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 3.17.005 Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application.

Alluvial fan flooding. Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex. A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure. A structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard. The land area that would be inundated by the 1-percent-annual chance (100-year) flood based on future conditions hydrology.

Area of shallow flooding. A designated AO, AH, AR/AO, AR/AH or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one-percent (1%) chance or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard. The land in the floodplain within a community subject to a one-percent (1%) or greater chance of flooding in any given year. The area may be designated as zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, zone A usually is refined into Zones A, AE, AH, AO, A1-30, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood. The flood having a 1-percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE). The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a one percent (1%) chance of equaling or exceeding that level in any given year - also called the Base Flood.

Basement. Any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall. A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature. An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.

Elevated building. For insurance purposes, a non-basement building which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction. For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters;
- (2) The unusual and rapid accumulation of runoff or surface waters from any source.

Flood Elevation Study. An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Insurance Rate Map (FIRM). An official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). See Flood Elevation Study.

Floodplain or Flood-Prone Area. Any land area susceptible to being inundated by water from any source (see definition of Flooding).

Floodplain Management. The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain Management Regulations. Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood Protection System. Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Flood Proofing. Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. See Regulatory Floodway.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure. Any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - (A) By an approved state program as determined by the Secretary of the Interior; or
 - (B) Directly by the Secretary of the Interior in states without approved programs.

Levee. A manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system. A flood protection system which consists of a levee or levees and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home. A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

[Market value.](#) Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property. Market Value may be determined by a certified appraisal of the property or in accordance with the value determined by the appraisal district, amongst other things.

Mean sea level. For purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction. For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.

Recreational vehicle. A vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area. See area of Special Flood Hazard.

Start of construction. (For other than new construction or substantial improvements under the Coastal Barrier Resources Act [Pub. L. 97-348]), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure. For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

Substantial improvement. Any reconstruction, rehabilitation, addition or other improvement of a structure, the total cost of which equals or exceeds fifty (50) percent of the market value of the structure/building either before the improvement or repair is started, or, if the structure has been damaged and is being restored, before the damage occurred, whichever is greater. The owner of a structure in a Floodplain area shall not make any improvements to the structure without first obtaining approval from the City. For purposes of calculating the fifty (50) percent market value threshold, the City may consider the cumulative value of all improvements made by the current and present owner for the previous four years from the date of the application for the first permit for an initial improvement on the property. Notwithstanding any other provision in this Ordinance, if the current and present property owner must make a substantial improvement or the cumulative value of all improvements made by the current and present owner for the previous four years equals or exceeds fifty (50) percent, then the property shall fully comply with the provisions of this Floodplain Ordinance. Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

(2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance. A grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sections 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation. The height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 3.17.006 General provisions.

- (a) **Lands to which these provisions apply.** These provisions shall apply to all areas of special flood hazard within the jurisdiction of the city.
- (b) **Basis for establishing the areas of special flood hazard.** The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Bastrop County, Texas and incorporated areas", dated May 9, 2023, with the accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary-Floodway Maps (FBFMs) dated May 9, 2023 and any revisions thereto are hereby adopted by reference and declared to be a part of this article.
- (c) **Establishment of development permit.** A floodplain development permit shall be required to ensure conformance with the provisions of this article.
- (d) **Compliance.** No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.
- (e) **Abrogation and greater restrictions.** This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement,

covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

- (f) *Interpretation.* In the interpretation and application of this article, all provisions shall be:
- (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.
- (g) *Warning and disclaimer of liability.* The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on these provisions or any administrative decision lawfully made thereunder.

Sec. 3.17.007 Administration.

- (a) *Designation of the Floodplain Administrator.* The City Manager, or their designee, is hereby appointed the Floodplain Administrator to administer and implement the provisions of this article and other appropriate Sections of 44 CFR (Emergency Management and Assistance National Flood Insurance Program regulations) pertaining to floodplain management.
- (b) *Duties and responsibilities of floodplain administrator.* Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this article.
 - (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
 - (3) Review, approve or deny all applications for development permits required by adoption of this article.
 - (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
 - (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
 - (6) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
 - (8) When base flood elevation data has not been provided in accordance with Section 3.17.006(b), the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available from a Federal, State, or other source, in order to administer the provisions of Section 3.17.008.

- (9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community **first** completes all of the provisions required by Section 65.12.
- (c) *Permit procedures.*
- (1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the locations, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
- (A) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (B) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (C) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 3.17.008(b)(2);
 - (D) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and
 - (E) Maintain a record of all such information in accordance with subsection (b)(1).
- (2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this article and the following relevant factors:
- (A) The danger to life and property due to flooding or erosion damage;
 - (B) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (C) The danger that materials may be swept onto other lands to the injury of others;
 - (D) The compatibility of the proposed use with existing and anticipated development;
 - (E) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (F) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;
 - (G) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (H) The necessity to the facility of a waterfront location, where applicable;
 - (I) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

(d) *Variance procedures.*

- (1) The Appeal Board, of the City Council, shall hear and render judgment on requests for variances from the requirements of this article.
- (2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this article.
- (3) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
- (4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.
- (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection (c)(2) above, in this article, have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.
- (7) Upon consideration of the factors noted above and the intent of this article, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of Section 3.17.003 of this article.
- (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (10) Prerequisites for granting variances:
 - (A) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (B) Variances shall only be issued upon:
 - (i) Showing a good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (C) Any applicant to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

- (11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
- (A) The criteria outlined in subsections (1) through (10) are met; and
 - (B) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Ord. No. 2019-05 , § 1, 4-9-19)

Sec. 3.17.008 Provisions for flood hazard reduction.

- (a) *General standards.* In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:
- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
 - (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 - (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
 - (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharges from the systems into flood waters; and
 - (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (b) *Specific standards.* In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 3.17.007(b)(8), and subsection (c)(3) of this section, the following provisions are required:
- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to two (2) feet above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the Floodplain Administrator that these standards as proposed in Section 3.17.007(c)(1)(A) are satisfied.
 - (2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to two (2) feet above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such

- certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.
- (3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
- (A) A minimum of two (2) openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- (B) The bottom of all openings shall be no higher than one foot above grade.
- (C) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (4) *Manufactured homes.*
- (A) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- (B) Require that all manufactured homes that are placed or substantially improved within Zones A1-30, AH and AE on the city's FIRM on sites:
- (i) Outside of a manufactured home park or subdivision;
- (ii) In a new manufactured home park or subdivision;
- (iii) In an expansion to an existing manufactured home park or subdivision; or
- (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to two (2) feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (C) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (b)(4) of this section be elevated so that either:
- (i) The lowest floor of the manufactured home is two (2) feet above the base flood elevation; or
- (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) *Recreational vehicles.* Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:
- (A) Be on the site for fewer than one hundred eighty (180) consecutive days; or

- (B) Be fully licensed and ready for highway use; or
- (C) Meet the permit requirements of Section 3.17.007(c)(1) of this article, and the elevation and anchoring requirements for "manufactured homes" in subsection (b)(4) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(c) *Standards for subdivision proposals.*

- (1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Sections 3.17.002, 3.17.003, and 3.17.004 of this article.
- (2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Sections 3.17.006(c) and 3.17.007(c) and the provisions of this article.
- (3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to Section 3.17.006(b) or Section 3.17.007(b)(8) of this article.
- (4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(d) *Standards for areas of shallow flooding (AO/AH zones).* Located within the areas of special flood hazard established in Section 3.17.006(b) of this article are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to two (2) feet above the base flood elevation or above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
- (2) All new construction and substantial improvements of **non-residential** structures:
 - (A) Have the lowest floor (including basement) elevated to two (2) feet above the base flood elevation or above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified); or
 - (B) Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO zone, or below the Base Flood Elevation in an AH zone level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this section, as proposed in Section 3.17.007(c)(1)(A) are satisfied.
- (4) Require within Zones AH and AO, adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

- (e) *Floodways.* Floodways located within areas of special flood hazard established in Section 3.17.006(b) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:
- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
 - (2) If subsection (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.
 - (3) Under the provisions of 44 CFR chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** completes all of the provisions required by Section 65.12.

(Ord. No. 2005-45, 12-13-05)

ATTACHMENT B

FLOOD INSURANCE STUDY

FEDERAL EMERGENCY MANAGEMENT AGENCY

VOLUME 1 OF 1



BASTROP COUNTY, TEXAS

AND INCORPORATED AREAS

COMMUNITY NAME	COMMUNITY NUMBER
BASTROP, CITY OF	480022
BASTROP COUNTY, UNINCORPORATED AREAS	481193
ELGIN, CITY OF	480023
SMITHVILLE, CITY OF	480024



FEMA

REVISED:

May 9, 2023

FLOOD INSURANCE STUDY NUMBER

48021CV000C

Version Number 2.6.4.6

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Cedar Creek Tributary 2	09	P
Colorado River	10-25	P
Dry Creek East	26-27	P
Gazley Creek	28-29	P
Gills Branch	30-31	P
Greens Creek	32-34	P
Long Branch	35-40	P
Lytton Springs Creek	41-42	P
Maha Creek	43-47	P
Piney Creek	48-49	P
Piney Creek North	50-51	P
Sandy Creek	52-53	P
Unnamed Tributary to Colorado River	54-55	P
Willow Creek	56-57	P

Published Separately

Flood Insurance Rate Map (FIRM)

FLOOD INSURANCE STUDY REPORT BASTROP COUNTY, TEXAS

SECTION 1.0 – INTRODUCTION

1.1 The National Flood Insurance Program

The National Flood Insurance Program (NFIP) is a voluntary Federal program that enables property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods.

For decades, the national response to flood disasters was generally limited to constructing flood-control works such as dams, levees, sea-walls, and the like, and providing disaster relief to flood victims. This approach did not reduce losses nor did it discourage unwise development. In some instances, it may have actually encouraged additional development. To compound the problem, the public generally could not buy flood coverage from insurance companies, and building techniques to reduce flood damage were often overlooked.

In the face of mounting flood losses and escalating costs of disaster relief to the general taxpayers, the U.S. Congress created the NFIP. The intent was to reduce future flood damage through community floodplain management ordinances, and provide protection for property owners against potential losses through an insurance mechanism that requires a premium to be paid for the protection.

The U.S. Congress established the NFIP on August 1, 1968, with the passage of the National Flood Insurance Act of 1968. The NFIP was broadened and modified with the passage of the Flood Disaster Protection Act of 1973 and other legislative measures. It was further modified by the National Flood Insurance Reform Act of 1994 and the Flood Insurance Reform Act of 2004. The NFIP is administered by the Federal Emergency Management Agency (FEMA), which is a component of the Department of Homeland Security (DHS).

Participation in the NFIP is based on an agreement between local communities and the Federal Government. If a community adopts and enforces floodplain management regulations to reduce future flood risks to new construction and substantially improved structures in Special Flood Hazard Areas (SFHAs), the Federal Government will make flood insurance available within the community as a financial protection against flood losses. The community's floodplain management regulations must meet or exceed criteria established in accordance with Title 44 Code of Federal Regulations (CFR) Part 60, *Criteria for Land Management and Use*.

SFHAs are delineated on the community's Flood Insurance Rate Maps (FIRMs). Under the NFIP, buildings that were built before the flood hazard was identified on the community's FIRMs are generally referred to as "Pre-FIRM" buildings. When the NFIP was created, the U.S. Congress recognized that insurance for Pre-FIRM buildings would be prohibitively expensive if the premiums were not subsidized by the Federal Government. Congress also recognized that most of these floodprone buildings were

built by individuals who did not have sufficient knowledge of the flood hazard to make informed decisions. The NFIP requires that full actuarial rates reflecting the complete flood risk be charged on all buildings constructed or substantially improved on or after the effective date of the initial FIRM for the community or after December 31, 1974, whichever is later. These buildings are generally referred to as “Post-FIRM” buildings.

1.2 Purpose of this Flood Insurance Study Report

This Flood Insurance Study (FIS) Report revises and updates information on the existence and severity of flood hazards for the study area. The studies described in this report developed flood hazard data that will be used to establish actuarial flood insurance rates and to assist communities in efforts to implement sound floodplain management.

In some states or communities, floodplain management criteria or regulations may exist that are more restrictive than the minimum Federal requirements. Contact your State NFIP Coordinator to ensure that any higher State standards are included in the community’s regulations.

1.3 Jurisdictions Included in the Flood Insurance Study Project

This FIS Report covers the entire geographic area of Bastrop County, Texas.

The jurisdictions that are included in this project area, along with the Community Identification Number (CID) for each community and the United States Geological Survey (USGS) 8-digit Hydrologic Unit Code (HUC-8) sub-basins affecting each, are shown in Table 1. The FIRM panel numbers that affect each community are listed. If the flood hazard data for the community is not included in this FIS Report, the location of that data is identified.

Table 1: Listing of NFIP Jurisdictions

Community	CID	HUC-8 Sub-Basin(s)	Located on FIRM Panel(s)	If Not Included, Location of Flood Hazard Data
Bastrop, City of	480022	12090301	48021C0215F 48021C0220F 48021C0335F 48021C0355F 48021C0360F	
Bastrop County, Unincorporated Areas	481193	12070102, 12070205, 12090301, 12100202	48021C0025E 48021C0050E 48021C0075E 48021C0100E 48021C0125E 48021C0150E 48021C0175G 48021C0190G 48021C0195F 48021C0200F	

Table 1: Listing of NFIP Jurisdictions (continued)

Community	CID	HUC-8 Sub-Basin(s)	Located on FIRM Panel(s)	If Not Included, Location of Flood Hazard Data
Bastrop County, Unincorporated Areas (continued)	481193	12070102, 12070205, 12090301, 12100202	48021C0215F 48021C0220F 48021C0225E 48021C0250E 48021C0275E 48021C0300F 48021C0310F 48021C0325F 48021C0330F 48021C0335F 48021C0350F 48021C0355F 48021C0360F 48021C0375F 48021C0395F 48021C0400E 48021C0425F 48021C0450F 48021C0475F 48021C0500E 48021C0510F 48021C0525E 48021C0550F 48021C0575E 48021C0600E 48021C0625E	
Elgin, City of	480023	12090301	48021C0075E 48021C0100E	
Smithville, City of	480024	12090301	48021C0395F 48021C0425F 48021C0510F 48021C0550F	

1.4 Considerations for using this Flood Insurance Study Report

The NFIP encourages State and local governments to implement sound floodplain management programs. To assist in this endeavor, each FIS Report provides floodplain data, which may include a combination of the following: 10-, 4-, 2-, 1-, and 0.2-percent annual chance flood elevations (the 1-percent-annual-chance flood elevation is also referred to as the Base Flood Elevation (BFE)); delineations of the 1-percent-annual-chance and 0.2-percent-annual-chance floodplains; and 1-percent-annual-chance floodway. This information is presented on the FIRM and/or in many components of the FIS Report, including Flood Profiles, Floodway Data tables, Summary of Non-Coastal Stillwater Elevations tables, and Coastal Transect Parameters tables (not all components

may be provided for a specific FIS).

This section presents important considerations for using the information contained in this FIS Report and the FIRM, including changes in format and content. Figures 1, 2, and 3 present information that applies to using the FIRM with the FIS Report.

- Part or all of this FIS Report may be revised and republished at any time. In addition, part of this FIS Report may be revised by a Letter of Map Revision (LOMR), which does not involve republication or redistribution of the FIS Report. Refer to Section 6.5 of this FIS Report for information about the process to revise the FIS Report and/or FIRM.

It is, therefore, the responsibility of the user to consult with community officials by contacting the community repository to obtain the most current FIS Report components. Communities participating in the NFIP have established repositories of flood hazard data for floodplain management and flood insurance purposes. Community map repository addresses are provided in Table 30, "Map Repositories," within this FIS Report.

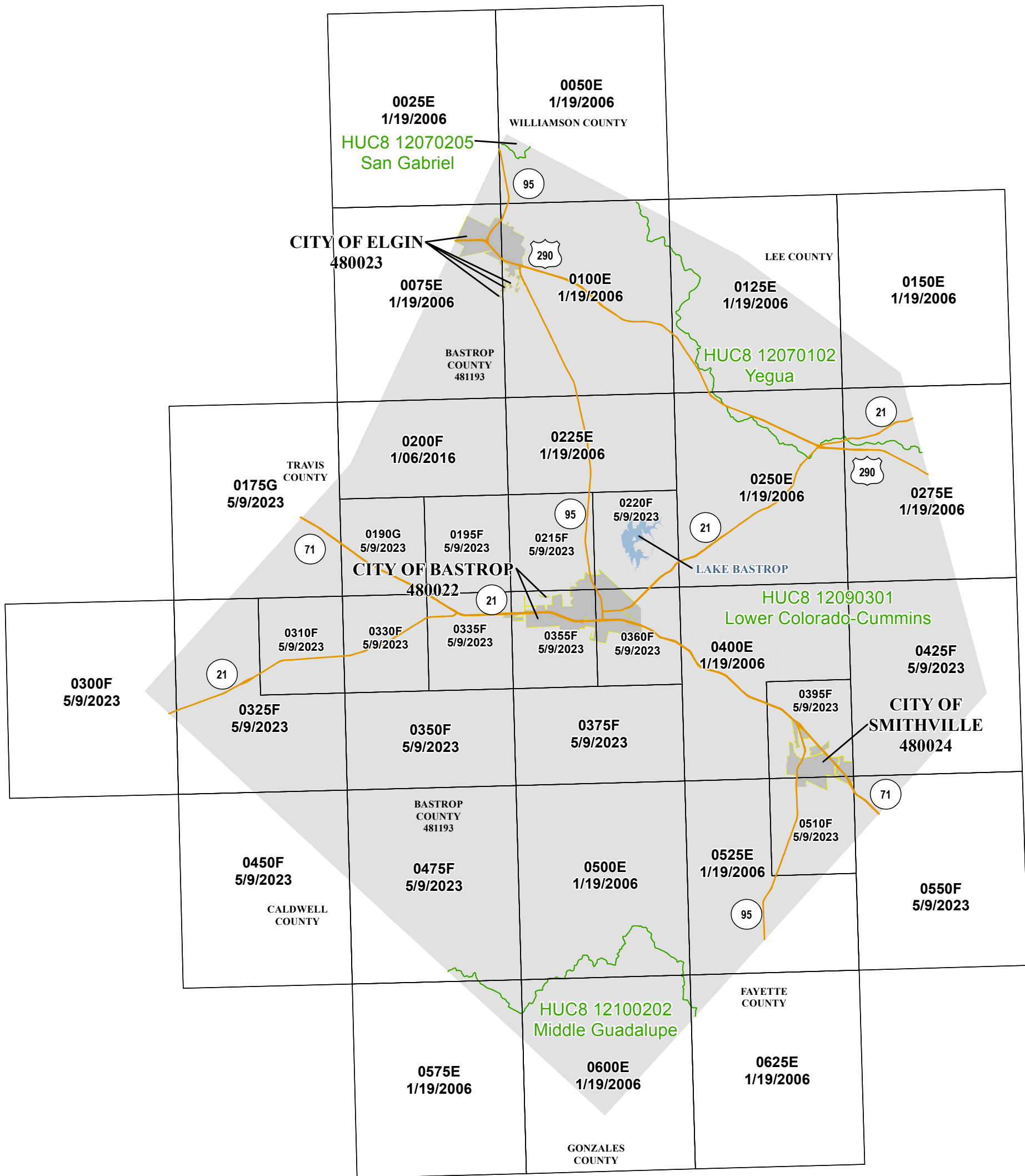
- New FIS Reports are frequently developed for multiple communities, such as entire counties. A countywide FIS Report incorporates previous FIS Reports for individual communities and the unincorporated area of the county (if not jurisdictional) into a single document and supersedes those documents for the purposes of the NFIP.

The initial Countywide FIS Report for Bastrop County became effective on August 19, 1991. Refer to Table 27 for information about subsequent revisions to the FIRMs.

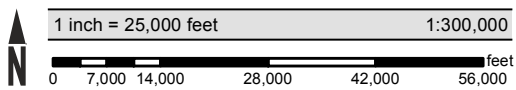
- FEMA has developed a *Guide to Flood Maps* (FEMA 258) and online tutorials to assist users in accessing the information contained on the FIRM. These include how to read panels and step-by-step instructions to obtain specific information. To obtain this guide and other assistance in using the FIRM, visit the FEMA Web site at www.fema.gov/flood-maps/tutorials.

The FIRM Index in Figure 1 shows the overall FIRM panel layout within Bastrop County, and also displays the panel number and effective date for each FIRM panel in the county. Other information shown on the FIRM Index includes community, military, and park boundaries; flooding sources; major roads; watershed boundaries; and USGS HUC-8 codes.

Figure 1: FIRM Index



ATTENTION: The corporate limits shown on this FIRM Index are based on the best information available at the time of publication. As such, they may be more current than those shown on FIRM panels issued before May 9, 2023.



Map Projection:
State Plane Lambert Conformal Conic, Texas Central Zone FIPS 4203; North American Datum 1983; Western Hemisphere; Vertical Datum: NAVD 88

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT

[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SEE FLOOD INSURANCE STUDY FOR ADDITIONAL INFORMATION



NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP INDEX

BASTROP COUNTY, TEXAS and Incorporated Areas

PANELS PRINTED:

0025, 0050, 0075, 0100, 0125, 0150, 0175, 0190, 0195, 0200, 0215, 0220, 0225, 0250, 0275, 0300, 0310, 0325, 0330, 0335, 0350, 0355, 0360, 0375, 0395, 0400, 0425, 0450, 0475, 0500, 0510, 0525, 0550, 0575, 0600, 0625



FEMA

MAP NUMBER
48021CINDOC

MAP REVISED
May 9, 2023

Each FIRM panel may contain specific notes to the user that provide additional information regarding the flood hazard data shown on that map. However, the FIRM panel does not contain enough space to show all the notes that may be relevant in helping to better understand the information on the panel. Figure 2 contains the full list of these notes.

Figure 2: FIRM Notes to Users

NOTES TO USERS
<p>For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products, or the National Flood Insurance Program in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Flood Map Service Center website or by calling the FEMA Mapping and Insurance eXchange.</p> <p>Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.</p> <p>For community and countywide map dates, refer to Table 27 in this FIS Report.</p> <p>To determine if flood insurance is available in the community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.</p>
<p>The map is for use in administering the NFIP. It may not identify all areas subject to flooding, particularly from local drainage sources of small size. Consult the community map repository to find updated or additional flood hazard information.</p> <p>BASE FLOOD ELEVATIONS: For more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, consult the Flood Profiles and Floodway Data and/or Summary of Non-Coastal Stillwater Elevations tables within this FIS Report. Use the flood elevation data within the FIS Report in conjunction with the FIRM for construction and/or floodplain management.</p>
<p>FLOODWAY INFORMATION: Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the FIS Report for this jurisdiction.</p>

Figure 2. FIRM Notes to Users

FLOOD CONTROL STRUCTURE INFORMATION: Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 4.3 "Non-Levee Flood Protection Measures" of this FIS Report for information on flood control structures for this jurisdiction.

PROJECTION INFORMATION: The projection used in the preparation of the map was State Plane Lambert Conformal Conic, Texas Central Zone FIPS 4203. The horizontal datum was the North American Datum of 1983 NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

ELEVATION DATUM: Flood elevations on the FIRM are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov.

Local vertical monuments may have been used to create the map. To obtain current monument information, please contact the appropriate local community listed in Table 31 of this FIS Report.

BASE MAP INFORMATION: Base map information shown on the FIRM panels with effective date May 9, 2023 was provided by the Texas Department of Transportation, dated 2016 and 2020; the Texas Parks and Wildlife Department, dated 2016; and the U.S. Geological Survey, dated 2020. Base map information shown on the FIRM panels with effective dates January 19, 2006 and January 6, 2016 was provided in digital format by Texas Department of Transportation. This information was digitized from USGS 7.5 minute quadrangle maps at a scale of 1:15840. For information about base maps, refer to Section 6.2 "Base Map" in this FIS Report.

Corporate limits shown on the map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after the map was published, map users should contact appropriate community officials to verify current corporate limit locations.

NOTES FOR FIRM INDEX

REVISIONS TO INDEX: As new studies are performed and FIRM panels are updated within Bastrop County, Texas, corresponding revisions to the FIRM Index will be incorporated within the FIS Report to reflect the effective dates of those panels. Please refer to Table 27 of this FIS Report to determine the most recent FIRM revision date for each community. The most recent FIRM panel effective date will correspond to the most recent index date.

ATTENTION: The corporate limits shown are based on the best information available at the time of publication of this FIRM Index. As such, they may be more current than those shown on the FIRM panels issued before May 9, 2023.

Figure 2. FIRM Notes to Users

FLOOD RISK REPORT: A Flood Risk Report (FRR) may be available for many of the flooding sources and communities referenced in this FIS Report. The FRR is provided to increase public awareness of flood risk by helping communities identify the areas within their jurisdictions that have the greatest risks. Although non-regulatory, the information provided within the FRR can assist communities in assessing and evaluating mitigation opportunities to reduce these risks. It can also be used by communities developing or updating flood risk mitigation plans. These plans allow communities to identify and evaluate opportunities to reduce potential loss of life and property. However, the FRR is not intended to be the final authoritative source of all flood risk data for a project area; rather, it should be used with other data sources to paint a comprehensive picture of flood risk.

Each FIRM panel contains an abbreviated legend for the features shown on the maps. However, the FIRM panel does not contain enough space to show the legend for all map features. Figure 3 shows the full legend of all map features. Note that not all of these features may appear on the FIRM panels in Bastrop County.

Figure 3: Map Legend for FIRM



SPECIAL FLOOD HAZARD AREAS: The 1% annual chance flood, also known as the base flood or 100-year flood, has a 1% chance of happening or being exceeded each year. Special Flood Hazard Areas are subject to flooding by the 1% annual chance flood. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood. The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights. See note for specific types. If the floodway is too narrow to be shown, a note is shown.	
	Special Flood Hazard Areas subject to inundation by the 1% annual chance flood (Zones A, AE, AH, AO, AR, A99, V and VE)
Zone A	The flood insurance rate zone that corresponds to the 1% annual chance floodplains. No base (1% annual chance) flood elevations (BFEs) or depths are shown within this zone.
Zone AE	The flood insurance rate zone that corresponds to the 1% annual chance floodplains. Base flood elevations derived from the hydraulic analyses are shown within this zone.
Zone AH	The flood insurance rate zone that corresponds to the areas of 1% annual chance shallow flooding (usually areas of ponding) where average depths are between 1 and 3 feet. Whole-foot BFEs derived from the hydraulic analyses are shown at selected intervals within this zone.
Zone AO	The flood insurance rate zone that corresponds to the areas of 1% annual chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between 1 and 3 feet. Average whole-foot depths derived from the hydraulic analyses are shown within this zone.
Zone AR	The flood insurance rate zone that corresponds to areas that were formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
Zone A99	The flood insurance rate zone that corresponds to areas of the 1% annual chance floodplain that will be protected by a Federal flood protection system where construction has reached specified statutory milestones. No base flood elevations or flood depths are shown within this zone.
Zone V	The flood insurance rate zone that corresponds to the 1% annual chance coastal floodplains that have additional hazards associated with storm waves. Base flood elevations are not shown within this zone.
Zone VE	Zone VE is the flood insurance rate zone that corresponds to the 1% annual chance coastal floodplains that have additional hazards associated with storm waves. Base flood elevations derived from the coastal analyses are shown within this zone as static whole-foot elevations that apply throughout the zone.
	Regulatory Floodway determined in Zone AE.

Figure 3: Map Legend for FIRM

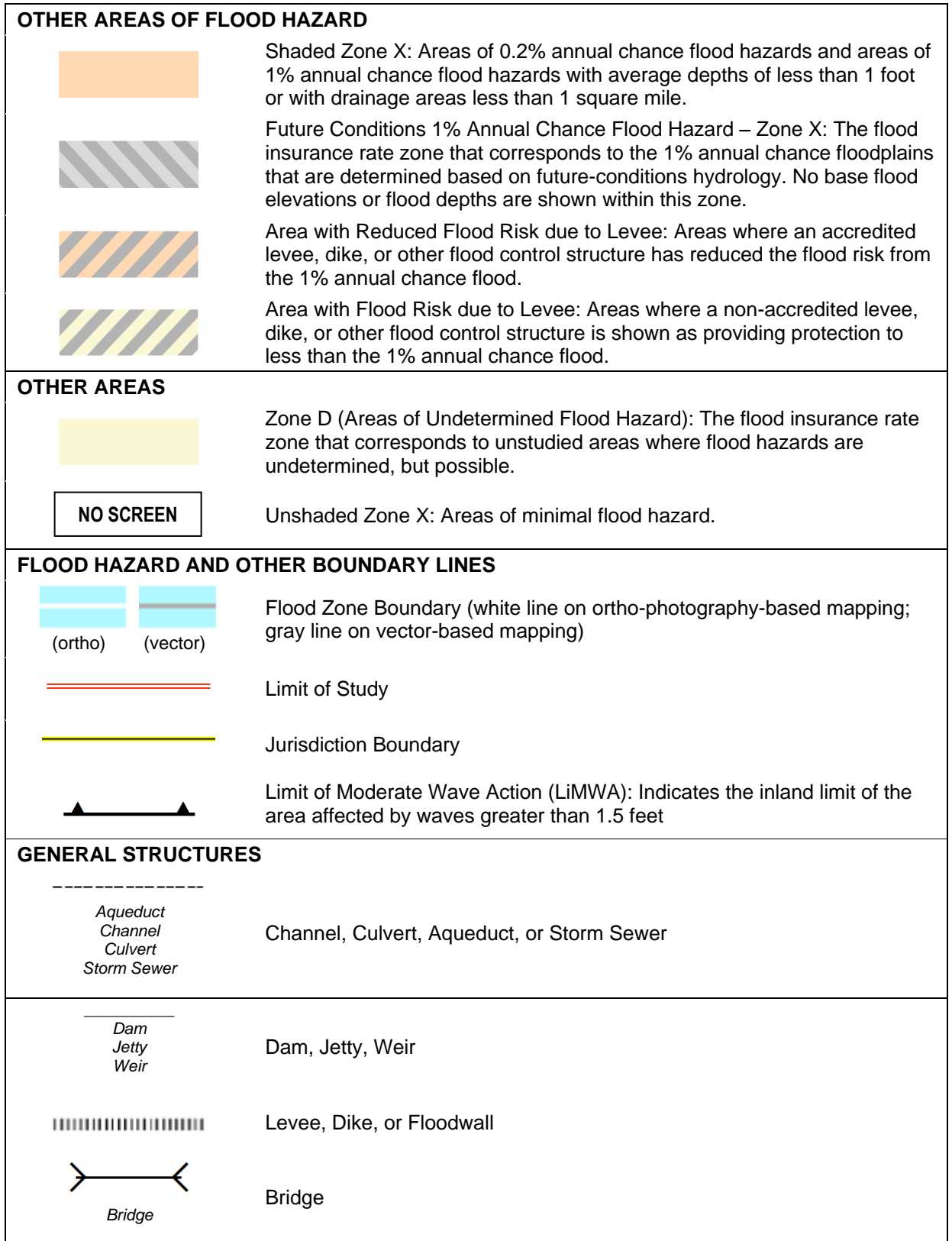


Figure 3: Map Legend for FIRM


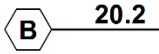
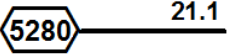
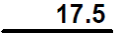
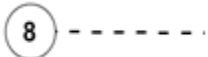









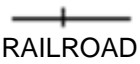
REFERENCE MARKERS	
	River mile Markers
CROSS SECTION & TRANSECT INFORMATION	
	Lettered Cross Section with Regulatory Water Surface Elevation (BFE)
	Numbered Cross Section with Regulatory Water Surface Elevation (BFE)
	Unlettered Cross Section with Regulatory Water Surface Elevation (BFE)
	Coastal Transect
	Profile Baseline: Indicates the modeled flow path of a stream and is shown on FIRM panels for all valid studies with profiles or otherwise established base flood elevation.
	Coastal Transect Baseline: Used in the coastal flood hazard model to represent the 0.0-foot elevation contour and the starting point for the transect and the measuring point for the coastal mapping.
	Base Flood Elevation Line
ZONE AE (EL 16)	Static Base Flood Elevation value (shown under zone label)
ZONE AO (DEPTH 2)	Zone designation with Depth
ZONE AO (DEPTH 2) (VEL 15 FPS)	Zone designation with Depth and Velocity
BASE MAP FEATURES	
	River, Stream or Other Hydrographic Feature
	Interstate Highway
	U.S. Highway
	State Highway
	County Highway
	Street, Road, Avenue Name, or Private Drive if shown on Flood Profile
	Railroad

Figure 3: Map Legend for FIRM

—————	Horizontal Reference Grid Line
—	Horizontal Reference Grid Ticks
+	Secondary Grid Crosshairs
Land Grant	Name of Land Grant
7	Section Number
R. 43 W. T. 22 N.	Range, Township Number
⁴² 76 ^{000m} E	Horizontal Reference Grid Coordinates (UTM)
365000 FT	Horizontal Reference Grid Coordinates (State Plane)
80° 16' 52.5"	Corner Coordinates (Latitude, Longitude)

SECTION 2.0 – FLOODPLAIN MANAGEMENT APPLICATIONS

2.1 Floodplain Boundaries

To provide a national standard without regional discrimination, the 1-percent-annual-chance (100-year) flood has been adopted by FEMA as the base flood for floodplain management purposes. The 0.2-percent-annual-chance (500-year) flood is employed to indicate additional areas of flood hazard in the community.

Each flooding source included in the project scope has been studied and mapped using professional engineering and mapping methodologies that were agreed upon by FEMA and Bastrop County as appropriate to the risk level. Flood risk is evaluated based on factors such as known flood hazards and projected impact on the built environment. Engineering analyses were performed for each studied flooding source to calculate its 1-percent-annual-chance flood elevations; elevations corresponding to other floods (e.g. 10-, 4-, 2-, 0.2-percent annual chance, etc.) may have also been computed for certain flooding sources. Engineering models and methods are described in detail in Section 5.0 of this FIS Report. The modeled elevations at cross sections were used to delineate the floodplain boundaries on the FIRM; between cross sections, the boundaries were interpolated using elevation data from various sources. More information on specific mapping methods is provided in Section 6.0 of this FIS Report.

Depending on the accuracy of available topographic data (Table 22), study methodologies employed (Section 5.0), and flood risk, certain flooding sources may be mapped to show both the 1-percent and 0.2-percent-annual-chance floodplain boundaries, regulatory water surface elevations (BFEs), and/or a regulatory floodway. Similarly, other flooding sources may be mapped to show only the 1-percent-annual-chance floodplain boundary on the FIRM, without published water surface elevations. In cases where the 1-percent and 0.2-percent-annual-chance floodplain boundaries are close together, only the 1-percent-annual-chance floodplain boundary is shown on the FIRM. Figure 3, “Map Legend for FIRM”, describes the flood zones that are used on the FIRMs to account for the varying levels of flood risk that exist along flooding sources within the project area. Table 2 and Table 3 indicate the flood zone designations for each flooding source and each community within Bastrop County, respectively.

Table 2, “Flooding Sources Included in this FIS Report,” lists each flooding source, including its study limits, affected communities, mapped zone on the FIRM, and the completion date of its engineering analysis from which the flood elevations on the FIRM and in the FIS Report were derived. Descriptions and dates for the latest hydrologic and hydraulic analyses of the flooding sources are shown in Table 12. Floodplain boundaries for these flooding sources are shown on the FIRM (published separately) using the symbology described in Figure 3. On the map, the 1-percent-annual-chance floodplain corresponds to the SFHAs. The 0.2-percent-annual-chance floodplain shows areas that, although out of the regulatory floodplain, are still subject to flood hazards.

Small areas within the floodplain boundaries may lie above the flood elevations but cannot be shown due to limitations of the map scale and/or lack of detailed topographic data. The procedures to remove these areas from the SFHA are described in Section 6.5 of this FIS Report.

Table 2: Flooding Sources Included in this FIS Report

Flooding Source	Community	Downstream Limit	Upstream Limit	HUC-8 Sub-Basin(s)	Length (mi) (streams or coastlines)	Floodway (Y/N)	Zone shown on FIRM	Date of Analysis
Cedar Creek	Bastrop County, Unincorporated Areas	Confluence with Colorado River	Bastrop / Caldwell County Line	12090301	36.9	Y	AE	2020
Cedar Creek Tributary 2	Bastrop County, Unincorporated Areas	Approximately 690 feet upstream of State Highway 71	Approximately 550 feet upstream of Steven F. Austin Boulevard	12090301	0.3	N	AE	*
Cedar Creek Zone A Tributaries	Bastrop County, Unincorporated Areas	Varies	Varies	12090301	21.8	N	A	2020
Colorado River	Bastrop, City of; Bastrop County, Unincorporated Areas; Smithville, City of	Bastrop / Fayette County Line	Bastrop / Travis County Line	12090301	61.0	Y	AE	2003
Diversion	Bastrop County, Unincorporated Areas; Smithville, City of	Confluence with Gazley Creek	Divergence from Willow Creek	12090301	1.3	N	A, AO	2020
Dry Creek East	Bastrop County, Unincorporated Areas	Confluence with Colorado River	Bastrop / Travis County Line	12090301	4.8	Y	AE	2013
Gazley Creek	Bastrop County, Unincorporated Areas; Smithville, City of	Confluence with Colorado River	Approximately 490 feet upstream of Railroad	12090301	1.6	N	AE	2020
Gills Branch	Bastrop, City of; Bastrop County, Unincorporated Area	Confluence with Colorado River	Approximately 4535 feet upstream of the confluence with Colorado River	12090301	1.0	Y	AE	2013
Gills Branch	Bastrop, City of; Bastrop County, Unincorporated Area	Approximately 4535 feet upstream of confluence with Colorado River	Approximately 200 feet upstream of State Highway 95	12090301	1.0	Y	AE, AO	2020

Table 2: Flooding Sources Included in the FIS Report (continued)

Flooding Source	Community	Downstream Limit	Upstream Limit	HUC-8 Sub-Basin(s)	Length (mi) (streams or coastlines)	Floodway (Y/N)	Zone shown on FIRM	Date of Analysis
Greens Creek	Bastrop County, Unincorporated Areas	Confluence with Cedar Creek	Approximately 1,745 feet upstream of Lois Lane	12090301	6.7	N	AE	2020
Long Branch	Bastrop County, Unincorporated Areas	Confluence with Cedar Creek	Approximately 1.4 miles upstream of South Earl Callahan Road	12090301	6.8	N	AE	2020
Lytton Springs Creek	Bastrop County, Unincorporated Areas	Confluence with Cedar Creek	Approximately 1.2 miles upstream of the confluence with Cedar Creek	12090301	1.2	N	AE	2020
Maha Creek	Bastrop County, Unincorporated Areas	Confluence with Cedar Creek	Bastrop / Caldwell County Line	12090301	10.9	N	AE	2020
Piney Creek	Bastrop County, Unincorporated Areas	Approximately 4,000 feet upstream of the confluence of Sandy Creek	Approximately 4.0 miles upstream of the confluence of Sandy Creek	12090301	3.3	N	AE	2004
Piney Creek North	Bastrop, City of; Bastrop County, Unincorporated Areas	Confluence with Colorado River	Approximately 1.0 miles upstream of State Highway 95	12090301	3.3	N	AE, AO	2020
Railroad	Bastrop, City of	Confluence with Gills Branch	Approximately 1,390 feet upstream of Farm Street	12090301	0.7	N	A	2020
Sandy Creek	Bastrop County, Unincorporated Areas	Approximately 1.6 miles upstream of the confluence with Piney Creek	Approximately 4.3 miles upstream of the confluence with Piney Creek	12090301	2.3	N	AE	2004

Table 2: Flooding Sources Included in the FIS Report (continued)

Flooding Source	Community	Downstream Limit	Upstream Limit	HUC-8 Sub-Basin(s)	Length (mi) (streams or coastlines)	Floodway (Y/N)	Zone shown on FIRM	Date of Analysis
Unnamed Tributary to Colorado River	Bastrop County, Unincorporated Areas	Confluence with Colorado River	Approximately 1.9 miles upstream of the confluence with Colorado River	12090301	1.9	N	AE	*
Walnut Creek and Zone A Tributaries	Bastrop County, Unincorporated Areas	Varies	Varies	12090301	83.8	N	A	2020
Willow Creek	Bastrop County, Unincorporated Areas; Smithville, City of	Confluence with Colorado River	Approximately 0.7 miles upstream of Bunte Road	12090301	6.9	N	AE	2020
ZONE A	Bastrop, City of; Bastrop County, Unincorporated Areas; Elgin, City of	All within Bastrop County	All within Bastrop County	12070102, 12070205, 12090301, 12100202	*	N	A	2004

*Data not available

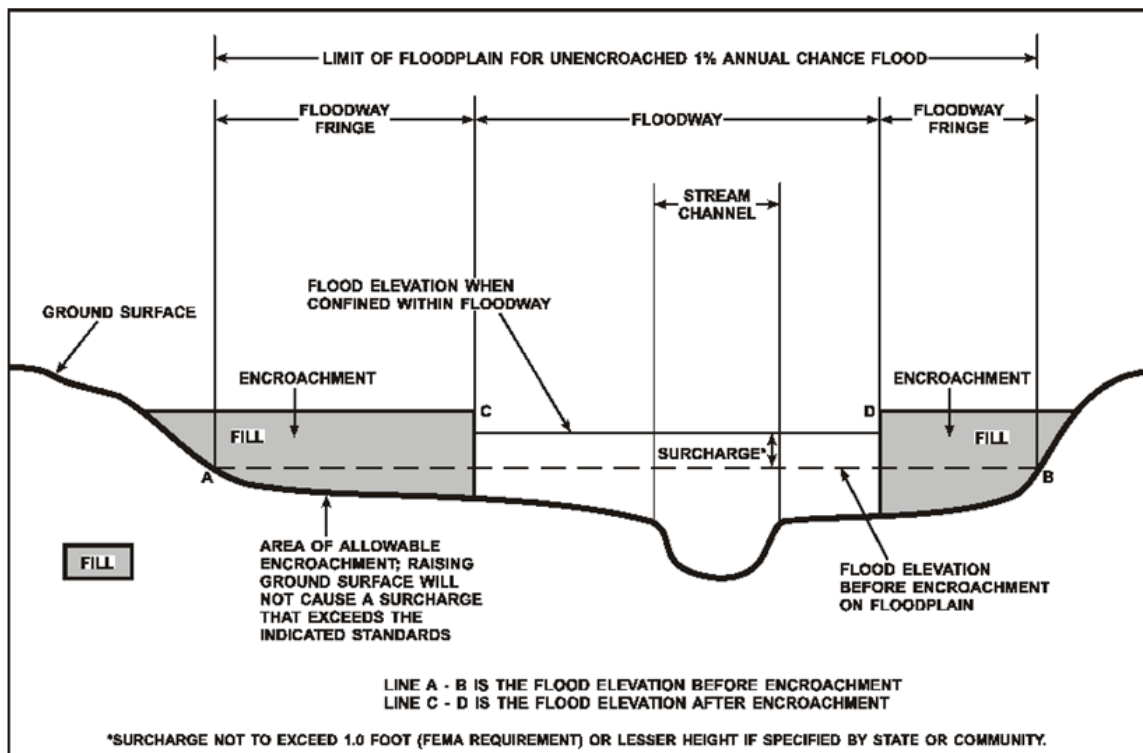
2.2 Floodways

Encroachment on floodplains, such as structures and fill, reduces flood-carrying capacity, increases flood heights and velocities, and increases flood hazards in areas beyond the encroachment itself. One aspect of floodplain management involves balancing the economic gain from floodplain development against the resulting increase in flood hazard.

For purposes of the NFIP, a floodway is used as a tool to assist local communities in balancing floodplain development against increasing flood hazard. With this approach, the area of the 1-percent-annual-chance floodplain on a river is divided into a floodway and a floodway fringe based on hydraulic modeling. The floodway is the channel of a stream, plus any adjacent floodplain areas, that must be kept free of encroachment in order to carry the 1-percent-annual-chance flood. The floodway fringe is the area between the floodway and the 1-percent-annual-chance floodplain boundaries where encroachment is permitted. The floodway must be wide enough so that the floodway fringe could be completely obstructed without increasing the water surface elevation of the 1-percent-annual-chance flood more than 1 foot at any point. Typical relationships between the floodway and the floodway fringe and their significance to floodplain development are shown in Figure 4.

To participate in the NFIP, Federal regulations require communities to limit increases caused by encroachment to 1.0 foot, provided that hazardous velocities are not produced. The floodways in this project are presented to local agencies as minimum standards that can be adopted directly or that can be used as a basis for additional floodway projects.

Figure 4: Floodway Schematic



Floodway widths presented in this FIS Report and on the FIRM were computed at cross sections. Between cross sections, the floodway boundaries were interpolated. For certain stream segments, floodways were adjusted so that the amount of floodwaters conveyed on each side of the floodplain would be reduced equally. The results of the floodway computations have been tabulated for selected cross sections and are shown in Table 23, "Floodway Data."

All floodways that were developed for this Flood Risk Project are shown on the FIRM using the symbology described in Figure 3. In cases where the floodway and 1-percent-annual-chance floodplain boundaries are either close together or collinear, only the floodway boundary has been shown on the FIRM. For information about the delineation of floodways on the FIRM, refer to Section 6.3.

2.3 Base Flood Elevations

The hydraulic characteristics of flooding sources were analyzed to provide estimates of the elevations of floods of the selected recurrence intervals. The BFE is the elevation of the 1-percent-annual-chance flood. These BFEs are most commonly rounded to the whole foot, as shown on the FIRM, but in certain circumstances or locations they may be rounded to 0.1 foot. Cross section lines shown on the FIRM may also be labeled with the BFE rounded to 0.1 foot. Whole-foot BFEs derived from engineering analyses that apply to coastal areas, areas of ponding, or other static areas with little elevation change may also be shown at selected intervals on the FIRM.

BFEs are primarily intended for flood insurance rating purposes. Cross sections with

BFEs shown on the FIRM correspond to the cross sections shown in the Floodway Data table and Flood Profiles in this FIS Report. For construction and/or floodplain management purposes, users are cautioned to use the flood elevation data presented in this FIS Report in conjunction with the data shown on the FIRM. For example, the user may use the FIRM to determine the stream station of a location of interest and then use the profile to determine the 1-percent annual chance elevation at that location. Because only selected cross sections may be shown on the FIRM for riverine areas, the profile should be used to obtain the flood elevation between mapped cross sections. Additionally, for riverine areas, whole-foot elevations shown on the FIRM may not exactly reflect the elevations derived from the hydraulic analyses; therefore, elevations obtained from the profile may more accurately reflect the results of the hydraulic analysis.

2.4 Non-Encroachment Zones

This section is not applicable to this Flood Risk Project.

2.5 Coastal Flood Hazard Areas

This section is not applicable to this Flood Risk Project.

2.5.1 Water Elevations and the Effects of Waves

This section is not applicable to this Flood Risk Project.

Figure 5: Wave Runup Transect Schematic

[Not Applicable to this Flood Risk Project]

2.5.2 Floodplain Boundaries and BFEs for Coastal Areas

This section is not applicable to this Flood Risk Project.

2.5.3 Coastal High Hazard Areas

This section is not applicable to this Flood Risk Project.

Figure 6: Coastal Transect Schematic

[Not Applicable to this Flood Risk Project]

2.5.4 Limit of Moderate Wave Action

This section is not applicable to this Flood Risk Project.

SECTION 3.0 – INSURANCE APPLICATIONS

3.1 National Flood Insurance Program Insurance Zones

For flood insurance applications, the FIRM designates flood insurance rate zones as

described in Figure 3, “Map Legend for FIRM.” Flood insurance zone designations are assigned to flooding sources based on the results of the hydraulic or coastal analyses. Insurance agents use the zones shown on the FIRM and depths and base flood elevations in this FIS Report in conjunction with information on structures and their contents to assign premium rates for flood insurance policies.

The 1-percent-annual-chance floodplain boundary corresponds to the boundary of the areas of special flood hazards (e.g. Zones A, AE, V, VE, etc.), and the 0.2-percent-annual-chance floodplain boundary corresponds to the boundary of areas of additional flood hazards.

Table 3 lists the flood insurance zones in Bastrop County.

Table 3: Flood Zone Designations by Community

Community	Flood Zone(s)
Bastrop, City of	A, AE, AO, X
Bastrop County, Unincorporated Areas	A, AE, AO, X
Elgin, City of	A, AE, X
Smithville, City of	A, AE, X

SECTION 4.0 – AREA STUDIED

4.1 Basin Description

Table 4 contains a description of the characteristics of the HUC-8 sub-basins within which each community falls. The table includes the main flooding sources within each basin, a brief description of the basin, and its drainage area.

Table 4: Basin Characteristics

HUC-8 Sub-Basin Name	HUC-8 Sub-Basin Number	Primary Flooding Source	Description of Affected Area	Drainage Area (square miles)
Lower Colorado-Cummins	12090301	Colorado River	Largest watershed within Bastrop County, encompassing the central portion of the county	2,196
Middle Guadalupe	12100202	Guadalupe River	Encompasses the southern corner of the county	2,138
San Gabriel	12070205	San Gabriel River	Located in the southeastern portion of the county	1,367
Yegua	12070102	Yegua Creek	A small portion is located in the northernmost portion of the county	1,321

4.2 Principal Flood Problems

Table 5 contains a description of the principal flood problems that have been noted for Bastrop County by flooding source.

Table 5: Principal Flood Problems

Flooding Source	Description of Flood Problems
Colorado River	The Colorado River can experience significant increases in stage. Some of the more significant storms on record include those of May 1975, June 1981, and October 1961. These were approximately 10-year, 10-year, and 20-year storms, respectively. These storms have all occurred since the construction of Lake Travis, approximately 80 river miles upstream, in the early 1940's. Lake Travis, Buchanan, and other reservoirs in the Highland Lake System provide a significant amount of flood protection for the Colorado River near the City of Bastrop. Prior to the construction of Lake Travis, extremely large floods were experienced in July 1869, June 1935, and December 1913. These events exceeded the stage of the October 1961 flood of 34.4 feet by 25.9 feet, 22.6 feet, and 18.9 feet, respectively. If events such as these were to occur today, without the upstream control provided by the Highland Lakes as discussed above, widespread flooding and property damage would result.
Gills Branch, Piney Creek North	The City of Bastrop can experience some local flooding due to these streams. However, due to the lack of gage records, no frequency information is available.

Table 6 contains information about historic flood elevations in the communities within Bastrop County.

Table 6: Historic Flooding Elevations

[Not Applicable to this Flood Risk Project]

4.3 Non-Levee Flood Protection Measures

Table 7 contains information about non-levee flood protection measures within Bastrop County such as dams, jetties, and or dikes. Levees are addressed in Section 4.4 of this FIS Report.

Table 7: Non-Levee Flood Protection Measures

[Not Applicable to this Flood Risk Project]

4.4 Levees

This section is not applicable to this Flood Risk Project.

Table 8: Levees

[Not Applicable to this Flood Risk Project]

SECTION 5.0 – ENGINEERING METHODS

For the flooding sources in the community, standard hydrologic and hydraulic study methods were used to determine the flood hazard data required for this study. Flood

events of a magnitude that are expected to be equaled or exceeded at least once on the average during any 10-, 25-, 50-, 100-, or 500-year period (recurrence interval) have been selected as having special significance for floodplain management and for flood insurance rates. These events, commonly termed the 10-, 25-, 50-, 100-, and 500-year floods, have a 10-, 4-, 2-, 1-, and 0.2-percent-annual-chance, respectively, of being equaled or exceeded during any year.

Although the recurrence interval represents the long-term, average period between floods of a specific magnitude, rare floods could occur at short intervals or even within the same year. The risk of experiencing a rare flood increases when periods greater than 1 year are considered. For example, the risk of having a flood that equals or exceeds the 100-year flood (1-percent chance of annual exceedance) during the term of a 30-year mortgage is approximately 26 percent (about 3 in 10); for any 90-year period, the risk increases to approximately 60 percent (6 in 10). The analyses reported herein reflect flooding potentials based on conditions existing in the community at the time of completion of this study. Maps and flood elevations will be amended periodically to reflect future changes.

In addition to these flood events, the “1-percent-plus”, or “1%+”, annual chance flood elevation has been modeled and included on the flood profile for certain flooding sources in this FIS Report. While not used for regulatory or insurance purposes, this flood event has been calculated to help illustrate the variability range that exists between the regulatory 1-percent-annual-chance flood elevation and a 1-percent-annual-chance elevation that has taken into account an additional amount of uncertainty in the flood discharges (thus, the 1% “plus”). For flooding sources whose discharges were estimated using regression equations, the 1%+ flood elevations are derived by taking the 1-percent-annual-chance flood discharges and increasing the modeled discharges by a percentage equal to the average predictive error for the regression equation. For flooding sources with gage- or rainfall-runoff-based discharge estimates, the upper 84-percent confidence limit of the discharges is used to compute the 1%+ flood elevations.

The engineering analyses described here incorporate the results of previously issued Letters of Map Change (LOMCs) listed in Table 26, “Incorporated Letters of Map Change”, which include Letters of Map Revision (LOMRs). For more information about LOMRs, refer to Section 6.5, “FIRM Revisions.”

5.1 Hydrologic Analyses

Hydrologic analyses were carried out to establish the peak elevation-frequency relationships for floods of the selected recurrence intervals for each flooding source studied. Hydrologic analyses are typically performed at the watershed level. Depending on factors such as watershed size and shape, land use and urbanization, and natural or man-made storage, various models or methodologies may be applied. A summary of the hydrologic methods applied to develop the discharges used in the hydraulic analyses for each stream is provided in Table 12. Greater detail (including assumptions, analysis, and results) is available in the archived project documentation.

A summary of the discharges is provided in Table 9. Frequency Discharge-Drainage Area Curves used to develop the hydrologic models may also be shown in Figure 7 for selected flooding sources. Stream gage information is provided in Table 11.

Table 9: Summary of Discharges

Flooding Source	Location	Drainage Area (Square Miles)	Peak Discharge (cfs)				
			10% Annual Chance	4% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Cedar Creek	Confluence with Colorado River	352.3	60,100	94,240	125,480	164,790	268,880
	Confluence with Walnut Creek	280.6	49,510	77,820	103,110	134,21	219,910
	Confluence with Long Branch	136.8	19,420	28,450	36,070	49,720	89,900
	FM 20	130.4	19,330	27,600	35,100	49,420	88,630
	Confluence with Greens Creek	112.6	17,390	24,920	33,720	48,030	83,800
	Confluence with Maha Creek	92.5	14,950	22,290	32,620	45,750	77,310
	FM 812	37.4	11,480	17,490	23,020	29,880	47,660
	Confluence with Lytton Springs Creek	25.9	11,390	15,960	20,090	25,520	38,570
	Caldwell Road	20.1	9,750	13,120	16,170	20,400	30,160
Cedar Creek Tributary 2	State Highway 71	2.12	1,467	*	2,382	2,776	2,797
Colorado River	Bastrop Gage (USGS Gage No. 08159200)	39,980	71,975	*	120,920	142,020	319,352
Dry Creek East	At confluence with Colorado River	55.7	11,200	14,100	15,900	19,200	28,900
	Just downstream of confluence of Moss Branch	54.9	11,200	14,100	15,800	19,000	28,600
	Approximately 700 feet upstream of confluence of Moss Branch	52.7	11,100	13,900	15,700	17,900	27,300
	Just downstream of confluence of Red Gully Creek	52.1	11,100	13,900	15,700	17,500	26,800
	Approximately 0.35 miles upstream of confluence of Red Gully Creek	45.3	10,800	13,500	15,100	16,800	20,700
	Approximately 0.59 miles downstream of Empedrado Lane	44.4	10,800	13,500	15,100	16,800	20,600
	Approximately 0.28 miles downstream of Empedrado Lane	44.1	10,800	13,500	15,100	16,800	20,600
	Approximately 385 feet downstream of Travis/Bastrop County Line	43.8	10,800	13,500	15,100	16,700	20,600

Table 9: Summary of Discharges (continued)

Flooding Source	Location	Drainage Area (Square Miles)	Peak Discharge (cfs)				
			10% Annual Chance	4% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Dry Creek East (continued)	Approximately 0.57 miles upstream of Tucker Hill Lane	43.0	12,900	17,400	20,500	23,500	20,600
Gazley Creek	Confluence with Colorado River	5.9	6,200	7,800	9,000	10,000	12,500
	Railroad	5.5	6,200	7,800	8,900	9,900	12,500
Gills Branch	Confluence with Colorado River	2.9	3,860	4,850	5,550	6,230	8,040
	State Highway 71 / State Highway 21	1.9	2,930	3,530	3,970	4,420	5,840
	State Loop 150 / Chestnut Street	1.5	1,486	1,698	1,862	2,021	2,463
	State Highway 95	1.0	1,960	2,400	2,720	3,040	3,950
Greens Creek	Confluence with Cedar Creek	4.9	4,150	6,730	8,790	10,700	14,920
	State Highway 21	4.4	4,150	6,600	8,260	9,920	13,700
	Clear Springs Lake	2.9	3,510	5,260	6,370	7,440	9,950
Long Branch	Confluence with Cedar Creek	5.6	4,960	6,670	7,730	9,220	13,470
	Texas Independent Trail / FM 20	4.6	4,470	5,890	6,930	8,400	11,990
	Earl Callahan Road	1.2	1,890	2,370	2,770	3,170	4,280
Lytton Springs Creek	Confluence with Cedar Creek	4.7	3,730	4,700	5,500	6,650	10,060
Maha Creek	Confluence with Cedar Creek	39.8	6,450	9,280	11,820	14,960	24,420
	State Highway 21	39.7	6,450	9,280	11,820	14,960	24,420
	Thousand Oaks Drive	38.1	6,370	9,140	11,730	14,860	24,360
	At Bastrop / Travis County Line	24.8	5,400	8,610	11,470	14,790	23,410
Piney Creek	Confluence of Sandy Creek	17.7	8,499	*	12,821	16,360	19,599
	Approximately 4.0 miles upstream of the confluence of Sandy Creek	3.0	8,078	*	12,078	15,388	18,297
Piney Creek North	Confluence with Colorado River	38.1	18,430	25,640	31,970	38,250	51,330
	State Highway 95	33.9	17,670	24,560	31,070	37,170	52,220
Sandy Creek	At the confluence with Piney Creek	39.9	20,650	*	30,916	39,539	46,887
	Approximately 4.0 miles upstream of the confluence with Piney Creek	31.7	15,091	*	22,906	29,365	35,207

Table 9: Summary of Discharges (continued)

Flooding Source	Location	Drainage Area (Square Miles)	Peak Discharge (cfs)				
			10% Annual Chance	4% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Unnamed Tributary to Colorado River	At confluence with Colorado River	0.94	315	*	795	1,180	1,675
	Approximately 500 feet upstream of FM 969	0.84	355	*	750	1,085	1,675
	Approximately 1.4 miles upstream of FM 969	0.42	250	*	450	610	840
Willow Creek	Loop Road	6.2	1,950	2,500	3,400	4,600	7,900
	State Highway 71	4.9	1,350	2,300	3,100	4,000	6,600

*Not calculated for this Flood Risk Project

Figure 7: Frequency Discharge-Drainage Area Curves

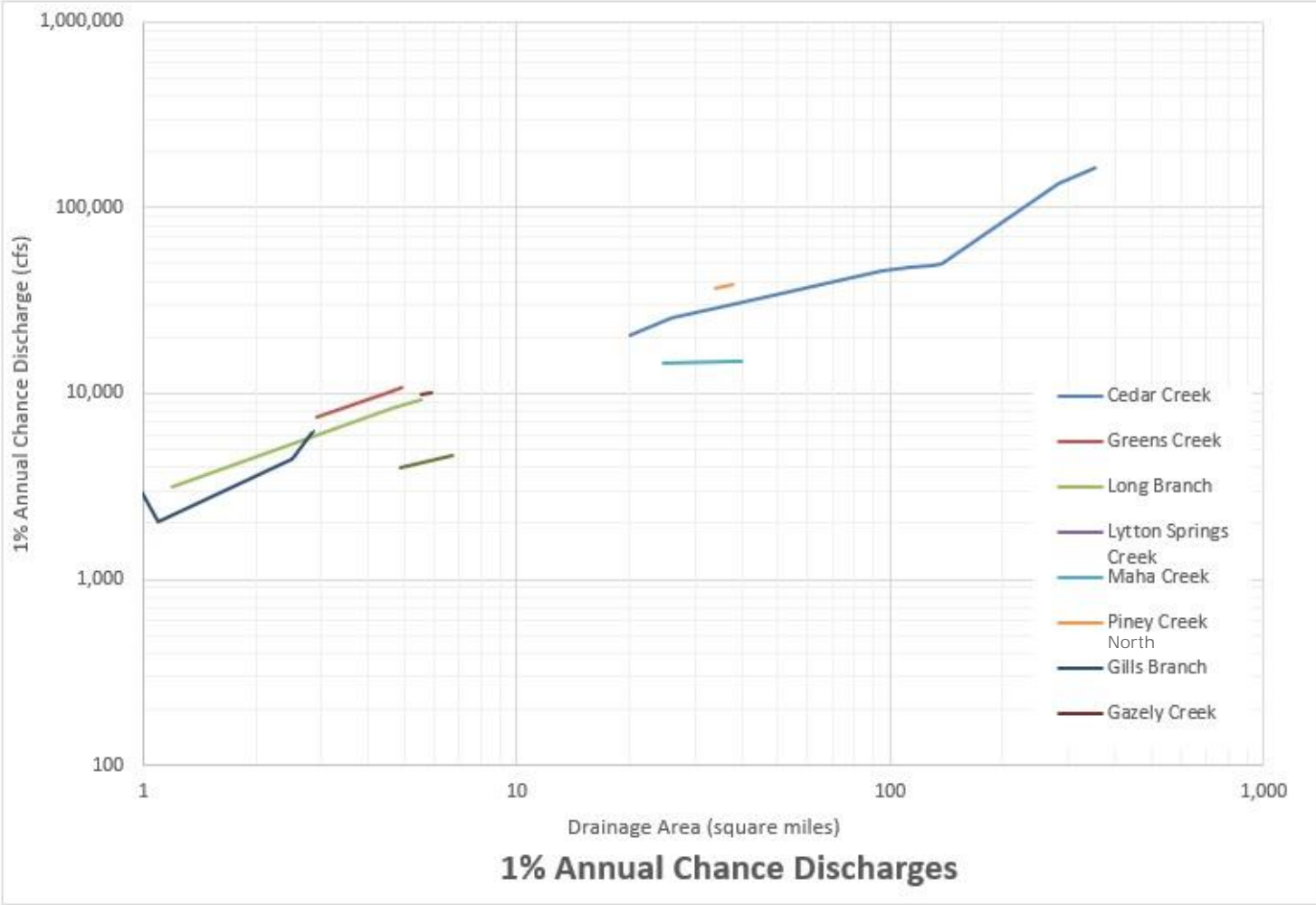


Table 10: Summary of Non-Coastal Stillwater Elevations**[Not Applicable to this Flood Risk Project]****Table 11: Stream Gage Information used to Determine Discharges**

Flooding Source	Gage Identifier	Agency that Maintains Gage	Site Name	Drainage Area (Square Miles)	Period of Record	
					From	To
Cedar Creek	5521	LCRA	Cedar Creek Below Bastrop	130	06/30/2000	04/10/2018

5.2 Hydraulic Analyses

Analyses of the hydraulic characteristics of flooding from the sources studied were carried out to provide estimates of the elevations of floods of the selected recurrence intervals. Base flood elevations on the FIRM represent the elevations shown on the Flood Profiles and in the Floodway Data tables in the FIS Report. Rounded whole-foot elevations may be shown on the FIRM in coastal areas, areas of ponding, and other areas with static base flood elevations. These whole-foot elevations may not exactly reflect the elevations derived from the hydraulic analyses. Flood elevations shown on the FIRM are primarily intended for flood insurance rating purposes. For construction and/or floodplain management purposes, users are cautioned to use the flood elevation data presented in this FIS Report in conjunction with the data shown on the FIRM. The hydraulic analyses for this FIS were based on unobstructed flow. The flood elevations shown on the profiles are thus considered valid only if hydraulic structures remain unobstructed, operate properly, and do not fail.

For streams for which hydraulic analyses were based on cross sections, locations of selected cross sections are shown on the Flood Profiles (Exhibit 1). For stream segments for which a floodway was computed (Section 6.3), selected cross sections are also listed in Table 23, "Floodway Data."

A summary of the methods used in hydraulic analyses performed for this project is provided in Table 12. Roughness coefficients are provided in Table 13. Roughness coefficients are values representing the frictional resistance water experiences when passing overland or through a channel. They are used in the calculations to determine water surface elevations. Greater detail (including assumptions, analysis, and results) is available in the archived project documentation.

Table 12: Summary of Hydrologic and Hydraulic Analyses

Flooding Source	Study Limits Downstream Limit	Study Limits Upstream Limit	Hydrologic Model or Method Used	Hydraulic Model or Method Used	Date Analyses Completed	Flood Zone on FIRM	Special Considerations
Cedar Creek	Confluence with Colorado River	Bastrop / Caldwell County Line	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE w/ Floodway	Lateral structure used to represent overflow from Cedar Creek which will continue to Colorado River
Cedar Creek Tributary 2	Approximately 690 feet upstream of State Highway 71	Approximately 550 feet upstream of Steven F. Austin Boulevard	HEC-HMS 4.0	HEC-RAS 4.1.0	*	AE	Studied as part of LOMR 16-06-1114P
Cedar Creek Zone A Tributaries	Varies	Varies	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	A	
Colorado River	Bastrop / Fayette County Line	Bastrop / Travis County Line	HEC-HMS 2.0	HEC-RAS 3.1	04/2003	AE w/ Floodway	The peak discharges were developed by a flood frequency analysis of the annual peak floods for the stream flow data recorded over a 70-year period of record. Cross section data was taken from 2-foot contour interval topographic maps of Bastrop County and 1-foot-contour interval topographic maps for the City of Bastrop. The mapping was supplemented with field surveys conducted in the summer of 2001 as a part of the Lower Colorado River Basin-wide study as well as the Texas Department of Transportation roadway and bridge construction plans.
Diversion	Confluence with Gazley Creek	Divergence from Willow Creek	HEC-HMS 3.5	HEC-RAS 4.1.0	03/31/2020	A, AO	Represents the overflow from Willow Creek which is conveyed to Gazley Creek
Dry Creek East	Confluence with Colorado River	Bastrop / Travis County Line	HEC-RAS 3.1.3	Aerially Reduced Peak Discharges	03/31/2020	AE w/ Floodway	Flow data was based on aerially reduced peak discharges. Peak Discharges at key locations along the study streams were place approximately one-half to one-third upstream of the reach between the key flow break locations.
Gazley Creek	Confluence with Colorado River	Approximately 490 feet upstream of Railroad	HEC-HMS 3.5	HEC-RAS 4.1.0	03/31/2020	AE	

Table 12: Summary of Hydrologic and Hydraulic Analyses (continued)

Flooding Source	Study Limits Downstream Limit	Study Limits Upstream Limit	Hydrologic Model or Method Used	Hydraulic Model or Method Used	Date Analyses Completed	Flood Zone on FIRM	Special Considerations
Gills Branch	Confluence with Colorado River	Approximately 4535 feet upstream of the confluence with Colorado River	HEC-HMS 2.0	HEC-RAS 3.1	4/17/2003	AE w/ Floodway	
Gills Branch	Approximately 4535 feet upstream of the confluence with Colorado River	Approximately 200 feet upstream of State Highway 95	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE w/ Floodway, AO	Lateral structure used to represent shallow overflow from Gills Branch to the Railroad tributary.
Greens Creek	Confluence with Cedar Creek	Approximately 1,745 feet upstream of Lois Lane	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE	
Long Branch	Confluence with Cedar Creek	Approximately 1.4 miles upstream of South Earl Callahan Road	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE	
Lytton Springs Creek	Confluence with Cedar Creek	Approximately 1.2 miles upstream of the confluence with Cedar Creek	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE	
Maha Creek	Confluence with Cedar Creek	Bastrop / Caldwell County Line	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE	
Piney Creek	Approximately 4,000 feet upstream of the confluence of Sandy Creek	Approximately 4.0 miles upstream of the confluence of Sandy Creek	Regional Regression Equations	HEC-RAS 3.0	08/03/2004	AE	
Piney Creek North	Confluence with Colorado River	Approximately 1.0 miles upstream of State Highway 95	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	AE, AO	Lateral structure used to represent shallow overflow near Pecan Street, re-entering Piney Creek near Juniper Street.
Railroad	Confluence with Gills Branch	Approximately 1,390 feet upstream of Farm Street	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	A	

Table 12: Summary of Hydrologic and Hydraulic Analyses (continued)

Flooding Source	Study Limits Downstream Limit	Study Limits Upstream Limit	Hydrologic Model or Method Used	Hydraulic Model or Method Used	Date Analyses Completed	Flood Zone on FIRM	Special Considerations
Unnamed Tributary to Colorado River	Confluence with Colorado River	Approximately 1.9 miles upstream of the confluence with Colorado River	HEC-HMS 3.5	HEC-RAS 4.1.0	*	AE	Studied as part of LOMR 14-06-0986P
Walnut Creek and Zone A Tributaries	Varies	Varies	HEC-HMS 4.2	HEC-RAS 5.0.3	03/31/2020	A	
Willow Creek	Confluence with Colorado River	Approximately 0.7 miles upstream of Bunte Road	HEC-HMS 3.5	HEC-RAS 4.1.0	03/31/2020	AE	
Zone A	All within Bastrop County	All within Bastrop County	Regional Regression Equations	HEC-RAS 3.0	08/03/2004	A	

*Data not available

Table 13: Roughness Coefficients

Flooding Source	Channel “n”	Overbank “n”
Cedar Creek	0.030-0.075	0.040-0.100
Cedar Creek Tributary 2	*	*
Cedar Creek Zone A Tributaries	0.030-0.075	0.040-0.100
Colorado River	0.030-0.046	0.040-0.100
Diversion	0.040-0.045	0.030-0.120
Dry Creek East	0.050-0.070	0.040-0.150
Gazley Creek	0.050-0.065	0.030-0.120
Gills Branch	0.015-0.070	0.030-0.120
Greens Creek	0.030-0.075	0.040-0.100
Long Branch	0.030-0.075	0.040-0.100
Lytton Springs Creek	0.030-0.075	0.040-0.100
Maha Creek	0.030-0.075	0.040-0.100
Piney Creek	0.030-0.060	0.070-1.000
Piney Creek North	0.050-0.060	0.060-0.120
Railroad	0.060	0.030-0.120
Sandy Creek	0.030-0.060	0.070-1.000
Unnamed Tributary to Colorado River	*	*
Walnut Creek and Zone A Tributaries	0.050-0.055	0.040-0.100
Willow Creek	0.015-0.065	0.015-0.120
Zone A (2004)	0.030-0.060	0.070-1.000

*Data not available

5.3 Coastal Analyses

This section is not applicable to this Flood Risk Project.

Table 14: Summary of Coastal Analyses

[Not Applicable to this Flood Risk Project]

5.3.1 Total Stillwater Elevations

This section is not applicable to this Flood Risk Project.

Figure 8: 1% Annual Chance Total Stillwater Elevations for Coastal Areas

[Not Applicable to this Flood Risk Project]

Table 15: Tide Gage Analysis Specifics

[Not Applicable to this Flood Risk Project]

5.3.2 Waves

This section is not applicable to this Flood Risk Project.

5.3.3 Coastal Erosion

This section is not applicable to this Flood Risk Project.

5.3.4 Wave Hazard Analyses

This section is not applicable to this Flood Risk Project.

Table 16: Coastal Transect Parameters

[Not Applicable to this Flood Risk Project]

Figure 9: Transect Location Map

[Not Applicable to this Flood Risk Project]

5.4 Alluvial Fan Analyses

This section is not applicable to this Flood Risk Project.

Table 17: Summary of Alluvial Fan Analyses

[Not Applicable to this Flood Risk Project]

Table 18: Results of Alluvial Fan Analyses

[Not Applicable to this Flood Risk Project]

SECTION 6.0 – MAPPING METHODS

6.1 Vertical and Horizontal Control

All FIS Reports and FIRMs are referenced to a specific vertical datum. The vertical datum provides a starting point against which flood, ground, and structure elevations can be referenced and compared. Until recently, the standard vertical datum used for newly created or revised FIS Reports and FIRMs was the National Geodetic Vertical Datum of 1929 (NGVD29). With the completion of the North American Vertical Datum of 1988 (NAVD88), many FIS Reports and FIRMs are now prepared using NAVD88 as the referenced vertical datum.

Flood elevations shown in this FIS Report and on the FIRMs are referenced to NAVD88. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between NGVD29 and NAVD88 or other datum conversion, visit the National Geodetic Survey website at www.ngs.noaa.gov.

Temporary vertical monuments are often established during the preparation of a flood hazard analysis for the purpose of establishing local vertical control. Although these monuments are not shown on the FIRM, they may be found in the archived project documentation associated with the FIS Report and the FIRMs for this community. Interested individuals may contact FEMA to access these data.

To obtain current elevation, description, and/or location information for benchmarks in the area, please visit the NGS website at www.ngs.noaa.gov.

A countywide conversion factor from NGVD29 to NAVD88 in Bastrop County is +0.2 feet (FEMA 2006).

Table 19: Countywide Vertical Datum Conversion

[Not Applicable to this Flood Risk Project]

Table 20: Stream-Based Vertical Datum Conversion

[Not Applicable to this Flood Risk Project]

6.2 Base Map

The FIRMs and FIS Report for this project have been produced in a digital format. The flood hazard information was converted to a Geographic Information System (GIS) format that meets FEMA’s FIRM Database specifications and geographic information standards. This information is provided in a digital format so that it can be incorporated into a local GIS and be accessed more easily by the community. The FIRM Database includes most of the tabular information contained in the FIS Report in such a way that the data can be associated with pertinent spatial features. For example, the information contained in the Floodway Data table and Flood Profiles can be linked to the cross sections that are shown on the FIRMs. Additional information about the FIRM Database and its contents can be found in FEMA’s *Guidelines and Standards for Flood Risk Analysis and Mapping*, www.fema.gov/flood-maps/guidance-partners/guidelines-standards.

Base map information shown on the FIRM was derived from the sources described in Table 21.

Table 21: Base Map Sources

Data Type	Data Provider	Data Date	Data Scale	Data Description
Base data from the 2006 and 2016 FIS Report and County boundary	Texas Department of Transportation	*	*	County boundary; municipal boundaries; state parks; roads; railroads; and streams, rivers, and lakes derived from NHD. The County boundary is also used for the May 9, 2023 FIS Report.
Political boundaries	Texas Department of Transportation	2020	1:12,000	Municipal boundaries
State Park boundaries	Texas Parks and Wildlife Department	2016	1:12,000	State Park boundaries
Transportation Features	Texas Department of Transportation	2020	1:12,000	Roads
Transportation Features	Texas Department of Transportation	2016	1:12,000	Railroads

Table 21: Base Map Sources (continued)

Data Type	Data Provider	Data Date	Data Scale	Data Description
Surface Water Features	U.S. Geological Survey	2020	1:12,000	Streams, rivers, and lakes derived from NHD

*Data not available

6.3 Floodplain and Floodway Delineation

The FIRM shows tints, screens, and symbols to indicate floodplains and floodways as well as the locations of selected cross sections used in the hydraulic analyses and floodway computations.

For riverine flooding sources, the mapped floodplain boundaries shown on the FIRM have been delineated using the flood elevations determined at each cross section; between cross sections, the boundaries were interpolated using the topographic elevation data described in Table 22.

In cases where the 1-percent and 0.2-percent-annual-chance floodplain boundaries are close together, only the 1-percent-annual-chance floodplain boundary has been shown. Small areas within the floodplain boundaries may lie above the flood elevations but cannot be shown due to limitations of the map scale and/or lack of detailed topographic data.

The floodway widths presented in this FIS Report and on the FIRM were computed for certain stream segments on the basis of equal conveyance reduction from each side of the floodplain. Floodway widths were computed at cross sections. Between cross sections, the floodway boundaries were interpolated. Table 2 indicates the flooding sources for which floodways have been determined. The results of the floodway computations for those flooding sources have been tabulated for selected cross sections and are shown in Table 23, "Floodway Data."

Table 22: Summary of Topographic Elevation Data used in Mapping

Community	Flooding Source	Source for Topographic Elevation Data			
		Description	Vertical Accuracy	Horizontal Accuracy	Citation
Bastrop, City of; Bastrop County, Unincorporated Areas; Smithville, City of	All sources studied for the May 9, 2023 FIS Report	Light Detection and Ranging Data (LiDAR)	10 cm RMSEz	1 meter at 95% confidence level	TNRIS 2017
Bastrop, City of; Bastrop County, Unincorporated Areas; Elgin, City of	Piney Creek, Sandy Creek, Zone A	Topographic Maps with 10-foot contour interval	*	*	FEMA 2006

Table 22: Summary of Topographic Elevation Data used in Mapping (continued)

Community	Flooding Source	Source for Topographic Elevation Data			
		Description	Vertical Accuracy	Horizontal Accuracy	Citation
Bastrop County, Unincorporated Areas	Dry Creek East	Light Detection and Ranging Data (LiDAR)	*	*	Sanborn 2003
Bastrop, City of; Bastrop County, Unincorporated Areas; Smithville, City of	Colorado River	Topographic Maps with 2-foot and 1-foot contour intervals and 30-meter Digital Elevation Model (DEM)	*	*	Halff 2002

*Data not available

BFEs shown at cross sections on the FIRM represent the 1-percent-annual-chance water surface elevations shown on the Flood Profiles and in the Floodway Data tables in the FIS Report.

Table 23: Floodway Data

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
AD	109,806	2,129	19,011	2.4	414.0	414.0	414.0	0.0
AE	113,415	1,120	14,444	3.2	417.1	417.1	417.3	0.2
AF	117,011	1,400	13,378	3.4	419.9	419.9	420.8	1.0
AG	119,195	1,900	16,605	2.1	421.9	421.9	422.8	0.8
AH	121,663	1,745	11,325	3.0	424.1	424.1	424.6	0.5
AI	125,159	2,053	19,860	1.7	425.6	425.6	426.4	0.8
AJ	127,637	1,568	11,606	2.9	426.4	426.4	427.3	1.0
AK	130,684	1,397	12,073	2.8	429.2	429.2	430.2	1.0
AL	132,848	720	6,649	5.0	431.8	431.8	432.4	0.6
AM	136,654	809	7,869	4.2	437.2	437.2	438.1	0.9
AN	139,763	1,485	16,181	2.0	441.7	441.7	442.5	0.9
AO	143,248	1,551	13,549	2.3	443.4	443.4	444.1	0.8
AP	146,554	1,525	11,389	2.8	445.3	445.3	446.0	0.8
AQ	149,581	1,910	14,537	2.2	447.3	447.3	448.0	0.7
AR	152,008	1,900	11,610	2.7	449.1	449.1	449.8	0.7
AS	154,582	2,364	12,208	2.5	453.3	453.3	453.5	0.1

¹ Feet above confluence with Colorado River

TABLE 23

FEDERAL EMERGENCY MANAGEMENT AGENCY

BASTROP COUNTY, TEXAS

AND INCORPORATED AREAS

FLOODWAY DATA

FLOODING SOURCE: CEDAR CREEK

LOCATION		FLOODWAY			1% ANNUAL CHANGE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
A	1,085,903	1,679	33,099	4.38	297.7	297.7	398.2	0.5
B	1,087,867	2,098	40,747	3.55	298.5	298.5	299.0	0.5
C	1,091,987	1,304	36,949	3.92	299.4	299.4	300.0	0.6
D	1,097,080	2,600	54,564	2.65	300.4	300.4	301.2	0.8
E	1,101,892	2,500	52,867	2.74	301.1	301.1	301.9	0.8
F	1,106,195	5,900	96,112	1.51	301.6	301.6	302.4	0.9
G	1,110,142	6,300	73,119	1.98	301.9	301.9	302.8	0.9
H	1,115,026	1,600	35,142	4.15	302.9	302.9	303.8	0.8
I	1,117,254	2,500	37,910	3.86	303.8	303.8	304.6	1.0
J	1,118,198	1,175	26,744	5.47	304.1	304.1	305.1	1.0
K	1,118,345	1,175	26,992	5.43	304.2	304.2	305.2	0.8
L	1,119,744	925	21,899	6.69	304.6	304.6	305.4	0.9
M	1,120,708	840	21,494	6.83	305.2	305.2	306.1	0.9
N	1,121,886	750	20,423	7.20	305.9	305.9	306.8	0.9
O	1,123,511	1,060	29,466	5.00	307.4	307.4	308.3	0.8
P	1,127,754	2,380	45,287	3.25	309.0	309.0	309.8	0.8
Q	1,130,204	2,800	51,755	2.85	309.5	309.5	310.3	0.8
R	1,133,016	2,010	39,221	3.76	310.0	310.0	310.9	0.9
S	1,135,961	1,772	40,768	3.62	310.7	310.7	311.7	1.0
T	1,138,769	1,505	23,578	6.26	311.4	311.4	312.3	0.9
U	1,143,510	3,833	51,525	2.87	313.9	313.9	314.7	0.8
V	1,146,181	5,310	65,537	2.26	314.6	314.6	315.3	0.7
W	1,148,519	3,712	44,578	3.32	314.9	314.9	315.6	0.7
X	1,151,455	5,442	61,682	2.40	315.5	315.5	316.4	0.9
Y	1,154,267	6,275	57,531	2.58	316.3	316.3	317.2	0.9
Z	1,158,495	5,800	79,859	1.87	317.3	317.3	318.3	1.0

¹ Feet above mouth

TABLE 23	FEDERAL EMERGENCY MANAGEMENT AGENCY BASTROP COUNTY, TEXAS AND INCORPORATED AREAS	FLOODWAY DATA FLOODING SOURCE: COLORADO RIVER
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LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
AA	1,162,642	3,160	43,754	3.42	318.1	318.1	319.1	1.0
AB	1,167,120	3,739	53,262	2.83	319.4	319.4	320.4	1.0
AC	1,171,513	3,755	39,383	3.83	320.6	320.6	321.4	0.8
AD	1,176,755	4,550	72,538	2.09	322.1	322.1	322.9	0.8
AE	1,178,498	5,450	80,945	1.87	322.3	322.3	323.1	0.8
AF	1,181,045	5,400	75,519	2.01	322.5	322.5	323.4	0.9
AG	1,184,092	4,600	53,638	2.83	322.9	322.9	323.9	1.0
AH	1,186,865	4,310	49,004	3.11	323.6	323.6	324.7	1.1
AI	1,190,104	3,313	31,859	4.80	325.0	325.0	325.9	0.9
AJ	1,196,209	1,560	23,189	6.08	329.1	329.1	329.7	0.6
AK	1,203,862	646	22,116	6.38	333.4	333.4	334.1	0.7
AL	1,206,494	1,197	24,824	5.68	334.2	334.2	335.0	0.8
AM	1,211,260	1,124	31,796	4.44	336.4	336.4	337.1	0.7
AN	1,215,066	1,080	25,045	5.64	337.6	337.6	338.2	0.6
AO	1,219,159	818	25,750	5.49	339.4	339.4	339.9	0.5
AP	1,223,050	753	23,256	6.08	340.7	340.7	341.2	0.5
AQ	1,226,009	648	20,706	6.83	342.0	342.0	342.5	0.5
AR	1,227,473	898	23,341	6.06	342.6	342.6	343.2	0.6
AS	1,231,270	1,277	31,365	4.51	344.6	344.6	345.5	0.9
AT	1,234,977	618	19,910	7.11	345.6	345.6	346.4	0.8
AU	1,237,587	485	18,456	7.68	346.9	346.9	347.5	0.6
AV	1,240,160	612	20,708	6.84	347.8	347.8	348.5	0.7
AW	1,243,184	1,375	32,779	4.32	349.0	349.0	349.7	0.7
AX	1,246,200	1,336	34,501	4.11	349.6	349.6	350.2	0.6
AY	1,250,254	927	23,080	6.15	350.5	350.5	351.1	0.6
AZ	1,253,746	1,064	26,572	3.08	352.3	352.3	352.7	0.4

¹ Feet above mouth

TABLE 23

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TEXAS
AND INCORPORATED AREAS

FLOODWAY DATA

FLOODING SOURCE: COLORADO RIVER

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
BA	1,254,380	923	25,824	3.17	352.3	352.3	352.8	0.5
BB	1,254,927	984	26,218	3.12	352.4	352.4	352.9	0.5
BC	1,256,293	1,172	29,545	2.77	352.6	352.6	353.1	0.5
BD	1,256,462	1,083	29,658	2.76	352.6	352.6	353.1	0.5
BE	1,256,595	1,070	28,885	2.84	352.7	352.7	353.2	0.5
BF	1,259,200	1,720	51,553	1.70	353.0	353.0	353.4	0.4
BG	1,263,864	1,180	24,318	3.60	353.2	353.2	353.6	0.4
BH	1,267,038	860	23,264	3.76	353.6	353.6	353.9	0.3
BI	1,270,548	910	25,321	3.45	354.0	354.0	354.2	0.2
BJ	1,272,597	1,250	36,869	2.59	354.3	354.3	354.5	0.2
BK	1,275,058	715	18,649	5.11	354.4	354.4	354.6	0.2
BL	1,277,251	700	20,152	4.92	354.7	354.7	354.9	0.2
BM	1,282,305	1,615	23,965	5.71	355.5	355.5	356.1	0.6
BN	1,290,762	1,025	25,148	5.43	357.3	357.3	358.3	1.0
BO	1,295,024	645	18,482	7.38	358.4	358.4	359.3	0.9
BP	1,297,534	910	17,285	7.89	358.8	358.8	359.7	0.9
BQ	1,301,763	2,255	24,402	5.35	361.1	361.1	362.1	1.0
BR	1,304,422	965	20,183	6.47	361.6	361.6	362.6	1.0
BS	1,309,137	500	15,203	8.58	362.7	362.7	363.7	1.0
BT	1,311,372	675	18,675	6.99	363.8	363.8	364.8	1.0
BU	1,317,217	520	15,267	8.55	365.4	365.4	366.4	1.0
BV	1,321,274	6,050	47,265	2.36	367.6	367.6	368.6	1.0
BW	1,325,899	6,000	60,485	1.84	368.2	368.2	369.1	0.9
BX	1,328,438	5,950	49,640	2.24	368.3	368.3	369.2	0.9
BY	1,333,143	3,300	41,060	2.71	368.9	368.9	369.8	0.9
BZ	1,335,504	1,746	16,839	6.62	368.9	368.9	369.8	0.9

¹ Feet above mouth

TABLE 23

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TEXAS
 AND INCORPORATED AREAS

FLOODWAY DATA

FLOODING SOURCE: COLORADO RIVER

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
CA	1,336,204	1,870	21,075	5.29	369.2	369.2	370.1	0.9
CB	1,337,188	2,075	22,355	5.00	369.6	369.6	370.5	0.9
CC	1,343,300	1,359	15,674	7.19	371.5	371.5	372.3	0.8
CD	1,346,839	705	18,876	6.01	373.7	373.7	374.6	0.9
CE	1,350,669	460	13,782	8.25	375.0	375.0	375.8	0.8
CF	1,352,843	695	19,165	5.94	375.9	375.9	376.8	0.9
CG	1,355,282	530	15,457	7.37	376.5	376.5	377.4	0.9
CH	1,357,639	740	19,315	5.90	377.3	377.3	378.2	0.9
CI	1,358,984	715	16,923	6.73	377.7	377.7	378.5	0.8
CJ	1,360,952	605	15,617	7.30	378.2	378.2	379.1	0.9
CK	1,362,079	640	16,244	7.02	378.9	378.9	379.8	0.9
CL	1,365,260	610	16,847	6.77	379.8	379.8	380.6	0.8
CM	1,367,983	785	16,894	6.75	381.1	381.1	382.0	0.9
CN	1,371,605	555	16,555	6.89	382.3	382.3	383.2	0.9
CO	1,374,089	550	13,548	8.42	382.7	382.7	383.7	1.0
CP	1,375,883	620	16,050	7.11	383.5	383.5	384.4	0.9
CQ	1,379,366	995	20,052	5.69	385.0	385.0	385.9	0.9
CR	1,381,622	1,368	15,150	7.53	385.3	385.3	386.2	0.9
CS	1,383,693	1,110	17,992	6.34	385.9	385.9	386.8	0.9
CT	1,386,708	1,243	19,181	5.95	386.9	386.9	387.9	1.0
CU	1,389,663	4,805	67,999	1.68	388.0	388.0	388.9	0.9
CV	1,393,376	4,980	69,757	1.57	388.2	388.2	389.1	0.9
CW	1,396,157	3,270	26,521	4.15	388.4	388.4	389.3	0.9
CX	1,399,205	2,786	25,943	4.26	389.3	389.3	390.1	0.8
CY	1,400,662	1,761	22,350	4.97	389.7	389.7	390.6	0.9
CZ	1,407,078	2,935	54,369	2.06	391.1	391.1	392.0	0.9

¹ Feet above mouth

TABLE 23

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TEXAS
AND INCORPORATED AREAS

FLOODWAY DATA

FLOODING SOURCE: COLORADO RIVER

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
A	11,556	340	5,266	3.3	396.8	396.8	397.6	0.8
B	15,679	275	4,042	4.2	400.2	400.2	401.1	0.9
C	20,325	290	2,702	6.2	402.1	402.1	403.1	1.0

¹ Feet above confluence with Colorado River

TABLE 23

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TEXAS
 AND INCORPORATED AREAS

FLOODWAY DATA

FLOODING SOURCE: DRY CREEK EAST

LOCATION		FLOODWAY			1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/ SEC)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
A	750	112	746	5.2	352.0	327.4 ²	327.5	0.1
B	1,550	53	427	9.1	352.0	331.9 ²	331.9	0.0
C	2,888	293	1,099	3.5	352.0	342.3 ²	342.3	0.0
D	3,274	284	34	5.3	352.0	344.4 ²	344.4	0.0
E	3,573	474	1,100	3.5	352.0	346.9 ²	346.9	0.0
F	3,888	50	285	13.6	352.0	349.4 ²	349.4	0.0
G	4,550	53	290	13.4	353.7	353.7	353.7	0.0
H	5,311	113	998	4.4	361.2	361.2	361.2	0.0
I	6,313	244	803	3.9	363.2	363.2	364.2	1.0
J	7,213	165	604	4.0	369.6	369.6	370.1	0.5
K	7,629	65	561	3.6	372.4	372.4	373.4	1.0
L	8,105	148	461	4.7	373.9	373.9	374.8	0.9
M	8,632	105	610	3.9	377.8	377.8	378.8	1.0
N	9,424	133	590	4.4	382.5	382.5	383.3	0.8
O	10,128	96	523	5.8	387.5	387.5	388.2	0.7
P	10,572	108	737	4.1	391.7	391.7	392.4	0.7

¹ Feet above confluence with Colorado River

² Elevation computed without consideration of backwater effects from Colorado River

TABLE 23

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TEXAS
 AND INCORPORATED AREAS

FLOODWAY DATA

FLOODING SOURCE: GILLS BRANCH

Table 24: Flood Hazard and Non-Encroachment Data for Selected Streams**[Not Applicable to this Flood Risk Project]****6.4 Coastal Flood Hazard Mapping**

This section is not applicable to this Flood Risk Project.

Table 25: Summary of Coastal Transect Mapping Considerations**[Not Applicable to this Flood Risk Project]****6.5 FIRM Revisions**

This FIS Report and the FIRM are based on the most up-to-date information available to FEMA at the time of its publication; however, flood hazard conditions change over time. Communities or private parties may request flood map revisions at any time. Certain types of requests require submission of supporting data. FEMA may also initiate a revision. Revisions may take several forms, including Letters of Map Amendment (LOMAs), Letters of Map Revision Based on Fill (LOMR-Fs), Letters of Map Revision (LOMRs) (referred to collectively as Letters of Map Change (LOMCs)), Physical Map Revisions (PMRs), and FEMA-contracted restudies. These types of revisions are further described below. Some of these types of revisions do not result in the republishing of the FIS Report. To assure that any user is aware of all revisions, it is advisable to contact the community repository of flood-hazard data (shown in Table 30, “Map Repositories”).

6.5.1 Letters of Map Amendment

A LOMA is an official revision by letter to an effective NFIP map. A LOMA results from an administrative process that involves the review of scientific or technical data submitted by the owner or lessee of property who believes the property has incorrectly been included in a designated SFHA. A LOMA amends the currently effective FEMA map and establishes that a specific property is not located in a SFHA.

To obtain an application for a LOMA, visit www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms and download the form “MT-1 Application Forms and Instructions for Conditional and Final Letters of Map Amendment and Letters of Map Revision Based on Fill”. Visit the “Flood Map-Related Fees” section to determine the cost, if any, of applying for a LOMA.

FEMA offers a tutorial on how to apply for a LOMA. The LOMA Tutorial Series can be accessed at www.fema.gov/flood-maps/tutorials.

For more information about how to apply for a LOMA, call the FEMA Mapping and Insurance eXchange; toll free, at 1-877-FEMA MAP (1-877-336-2627).

6.5.2 Letters of Map Revision Based on Fill

A LOMR-F is an official revision by letter to an effective NFIP map. A LOMR-F states FEMA’s determination concerning whether a structure or parcel has been elevated on fill above the base flood elevation and is, therefore, excluded from the SFHA.

Information about obtaining an application for a LOMR-F can be obtained in the same manner as that for a LOMA, by visiting www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms for the “MT-1 Application Forms and Instructions for Conditional and Final Letters of Map Amendment and Letters of Map Revision Based on Fill” or by calling the FEMA Mapping and Insurance eXchange, toll free, at 1-877-FEMA MAP (1-877-336-2627). Fees for applying for a LOMR-F, if any, are listed in the “Flood Map-Related Fees” section.

A tutorial for LOMR-F is available at www.fema.gov/flood-maps/tutorials.

6.5.3 Letters of Map Revision

A LOMR is an official revision to the currently effective FEMA map. It is used to change flood zones, floodplain and floodway delineations, flood elevations and planimetric features. All requests for LOMRs should be made to FEMA through the chief executive officer of the community, since it is the community that must adopt any changes and revisions to the map. If the request for a LOMR is not submitted through the chief executive officer of the community, evidence must be submitted that the community has been notified of the request.

To obtain an application for a LOMR, visit www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms and download the form “MT-2 Application Forms and Instructions for Conditional Letters of Map Revision and Letters of Map Revision”. Visit the “Flood Map-Related Fees” section to determine the cost of applying for a LOMR. For more information about how to apply for a LOMR, call the FEMA Mapping and Insurance eXchange; toll free, at 1-877-FEMA MAP (1-877-336-2627) to speak to a Map Specialist.

Previously issued mappable LOMCs (including LOMRs) that have been incorporated into the Bastrop County FIRM are listed in Table 26. Please note that this table only includes LOMCs that have been issued on the FIRM panels updated by this map revision. For all other areas within this county, users should be aware that revisions to the FIS Report made by prior LOMRs may not be reflected herein and users will need to continue to use the previously issued LOMRs to obtain the most current data.

Table 26: Incorporated Letters of Map Change

Case Number	Effective Date	Flooding Source	FIRM Panel(s)
07-06-1049P	07/30/2007	Cedar Creek Tributary 11, Unnamed Tributary to Cedar Creek Tributary 11, Unnamed Tributary to Unnamed Tributary to Cedar Creek Tributary 11	48021C0325F
10-06-2245P	04/21/2011	Unnamed Tributary to Colorado River Tributary 6	48021C0355F
14-06-0986P	01/09/2015	Unnamed Tributary to Colorado River	48021C0215F 48021C0335F 48021C0355F
16-06-1114P	11/14/2016	Cedar Creek Tributary 2	48021C0335F
19-06-0976P	11/18/2019	Colorado River, Colorado River Tributary 6	48021C0355F 48021C0360F

Table 26: Incorporated Letters of Map Change (continued)

Case Number	Effective Date	Flooding Source	FIRM Panel(s)
20-06-1063P	09/21/2020	Colorado River	48021C0355F

6.5.4 Physical Map Revisions

A Physical Map Revisions (PMR) is an official republication of a community's NFIP map to effect changes to base flood elevations, floodplain boundary delineations, regulatory floodways and planimetric features. These changes typically occur as a result of structural works or improvements, annexations resulting in additional flood hazard areas or correction to base flood elevations or SFHAs.

The community's chief executive officer must submit scientific and technical data to FEMA to support the request for a PMR. The data will be analyzed and the map will be revised if warranted. The community is provided with copies of the revised information and is afforded a review period. When the base flood elevations are changed, a 90-day appeal period is provided. A 6-month adoption period for formal approval of the revised map(s) is also provided.

For more information about the PMR process, please visit www.fema.gov and visit the "Flood Map Revision Processes" section.

6.5.5 Contracted Restudies

The NFIP provides for a periodic review and restudy of flood hazards within a given community. FEMA accomplishes this through a national watershed-based mapping needs assessment strategy, known as the Coordinated Needs Management Strategy (CNMS). The CNMS is used by FEMA to assign priorities and allocate funding for new flood hazard analyses used to update the FIS Report and FIRM. The goal of CNMS is to define the validity of the engineering study data within a mapped inventory. The CNMS is used to track the assessment process, document engineering gaps and their resolution, and aid in prioritization for using flood risk as a key factor for areas identified for flood map updates. Visit www.fema.gov to learn more about the CNMS or contact the FEMA Regional Office listed in Section 8 of this FIS Report.

6.5.6 Community Map History

The current FIRM presents flooding information for the entire geographic area of Bastrop County. Previously, separate FIRMs, Flood Hazard Boundary Maps (FHBMs) and/or Flood Boundary and Floodway Maps (FBFMs) may have been prepared for the incorporated communities and the unincorporated areas in the county that had identified SFHAs. Current and historical data relating to the maps prepared for the project area are presented in Table 27, "Community Map History." A description of each of the column headings and the source of the date is also listed below.

- *Community Name* includes communities falling within the geographic area shown on the FIRM, including those that fall on the boundary line, nonparticipating communities, and communities with maps that have been rescinded. Communities with No Special Flood Hazards are indicated by a footnote. If all

maps (FHBM, FBFM, and FIRM) were rescinded for a community, it is not listed in this table unless SFHAs have been identified in this community.

- *Initial Identification Date (First NFIP Map Published)* is the date of the first NFIP map that identified flood hazards in the community. If the FHBM has been converted to a FIRM, the initial FHBM date is shown. If the community has never been mapped, the upcoming effective date or “pending” (for Preliminary FIS Reports) is shown. If the community is listed in Table 27 but not identified on the map, the community is treated as if it were unmapped.
- *Initial FHBM Effective Date* is the effective date of the first FHBM. This date may be the same date as the Initial NFIP Map Date.
- *FHBM Revision Date(s)* is the date(s) that the FHBM was revised, if applicable.
- *Initial FIRM Effective Date* is the date of the first effective FIRM for the community.
- *FIRM Revision Date(s)* is the date(s) the FIRM was revised, if applicable. This is the revised date that is shown on the FIRM panel, if applicable. As countywide studies are completed or revised, each community listed should have its FIRM dates updated accordingly to reflect the date of the countywide study. Once the FIRMs exist in countywide format, as PMRs of FIRM panels within the county are completed, the FIRM Revision Dates in the table for each community affected by the PMR are updated with the date of the PMR, even if the PMR did not revise all the panels within that community.

The initial effective date for the Bastrop County FIRMs in countywide format was 08/19/1991.

Table 27: Community Map History

Community Name	Initial Identification Date	Initial FHBM Effective Date	FHBM Revision Date(s)	Initial FIRM Effective Date	FIRM Revision Date(s)
Bastrop, City of	03/19/1976	03/19/1976	N/A	08/19/1991	05/09/2023 01/19/2006
Bastrop County, Unincorporated Areas	08/09/1977	08/09/1977	06/03/1980	08/19/1991	05/09/2023 01/06/2016 01/19/2006 12/08/1998
Elgin, City of	06/21/1974	06/21/1974	02/27/1976	07/01/1988	01/19/2006 08/19/1991
Smithville, City of	04/05/1974	04/05/1974	05/21/1976	01/16/1979	05/09/2023 01/19/2006 08/19/1991

SECTION 7.0 – CONTRACTED STUDIES AND COMMUNITY COORDINATION

7.1 Contracted Studies

Table 28 provides a summary of the contracted studies, by flooding source, that are included in this FIS Report.

Table 28: Summary of Contracted Studies Included in this FIS Report

Flooding Source	FIS Report Dated	Contractor	Number	Work Completed Date	Affected Communities
Cedar Creek	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Cedar Creek Tributary 2	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Cedar Creek Zone A Tributaries	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Colorado River	01/19/2006	Halff Associates, Inc.	EMT-2001-CO-0029	March 2003	Bastrop, City of; Bastrop County, Unincorporated Areas; Smithville, City of
Diversion	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas; Smithville, City of
Dry Creek East	01/06/2016	Halff Associates, Inc.	EMT-2010-CA-011	August 2013	Bastrop County, Unincorporated Areas
Gazley Creek	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas; Smithville, City of
Gills Branch	01/19/2006	Halff Associates, Inc.	EMT-2001-CO-0029	March 2003	Bastrop, City of; Bastrop County, Unincorporated Areas;
Gills Branch	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop, City of; Bastrop County, Unincorporated Areas
Greens Creek	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas

Table 28: Summary of Contracted Studies Included in this FIS Report (continued)

Flooding Source	FIS Report Dated	Contractor	Number	Work Completed Date	Affected Communities
Long Branch	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Lytton Springs Creek	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Maha Creek	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Piney Creek	01/19/2006	Watershed Concepts	TA-04, Task Order 1	August 2004	Bastrop County, Unincorporated Areas
Piney Creek North	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop, City of; Bastrop County, Unincorporated Areas
Railroad	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop, City of
Sandy Creek	01/19/2006	Watershed Concepts	TA-04, Task Order 1	August 2004	Bastrop County, Unincorporated Areas
Unnamed Tributary to Colorado River	01/06/2016	*	*	*	Bastrop County, Unincorporated Areas
Walnut Creek and Zone A Tributaries	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas
Willow Creek	05/09/2023	Halff Associates, Inc.	EMT-2017-CA-00021 MAS No. 14	March 2020	Bastrop County, Unincorporated Areas; Smithville, City of
Zone A	01/19/2006	Watershed Concepts	TA-04, Task Order 1	August 2004	Bastrop, City of; Bastrop County, Unincorporated Areas; Elgin, City of

7.2 Community Meetings

The dates of the community meetings held for this Flood Risk Project and previous Flood Risk Projects are shown in Table . These meetings may have previously been referred to by a variety of names (Community Coordination Officer (CCO), Scoping, Discovery, etc.), but all meetings represent opportunities for FEMA, community officials, study contractors, and other invited guests to discuss the planning for and results of the project.

Table 29: Community Meetings

Community	FIS Report Dated	Date of Meeting	Meeting Type	Attended By
Bastrop, City of	05/09/2023	10/11/2019	Flood Risk Review	Texas Water Development Board, the community, and the study contractor
		3/25/2021	Final CCO Meeting	Texas Water Development Board, the community, and the study contractor
Bastrop County, Unincorporated Areas	05/09/2023	10/11/2019	Flood Risk Review	Texas Water Development Board, the community, and the study contractor
		3/25/2021	Final CCO Meeting	Texas Water Development Board, the community, and the study contractor
Elgin, City of	01/19/2006	06/20/2002	Initial CCO Meeting	Lower Colorado River Authority, the communities, the county, and the study contractors
		10/26/2004	Final CCO Meeting	FEMA, Lower Colorado River Authority, the communities, and the study contractors
Smithville, City of	05/09/2023	10/15/2019	Flood Risk Review	Texas Water Development Board, the community, and the study contractor
		3/25/2021	Final CCO Meeting	Texas Water Development Board, the community, and the study contractor

SECTION 8.0 – ADDITIONAL INFORMATION

Information concerning the pertinent data used in the preparation of this FIS Report can be obtained by submitting an order with any required payment to the FEMA Engineering Library. For more information on this process, see www.fema.gov.

Table 30 is a list of the locations where FIRMs for Bastrop County can be viewed. Please note that the maps at these locations are for reference only and are not for distribution. Also, please note that only the maps for the community listed in the table are available at that particular repository. A user may need to visit another repository to view maps from an adjacent community.

Table 30: Map Repositories

Community	Address	City	State	Zip Code
Bastrop, City of	City Hall 1311 Chestnut Street	Bastrop	TX	78602
Bastrop County, Unincorporated Areas	Development Services 211 Jackson Street	Bastrop	TX	78602
Elgin, City of	Development Services Department 310 North Main Street	Elgin	TX	78621
Smithville, City of	City Hall 317 Main Street	Smithville	TX	78957

The National Flood Hazard Layer (NFHL) dataset is a compilation of effective FIRM Databases and LOMCs. Together they create a GIS data layer for a State or Territory. The NFHL is updated as studies become effective and extracts are made available to the public monthly. NFHL data can be viewed or ordered from the website shown in Table 31.

Table 31 contains useful contact information regarding the FIS Report, the FIRM, and other relevant flood hazard and GIS data. In addition, information about the State NFIP Coordinator and GIS Coordinator is shown in this table. At the request of FEMA, each Governor has designated an agency of State or territorial government to coordinate that State's or territory's NFIP activities. These agencies often assist communities in developing and adopting necessary floodplain management measures. State GIS Coordinators are knowledgeable about the availability and location of State and local GIS data in their state.

Table 31: Additional Information

FEMA and the NFIP	
FEMA and FEMA Engineering Library website	www.fema.gov/flood-maps/products-tools/know-your-risk/engineers-surveyors-architects
NFIP website	www.fema.gov/flood-insurance
NFHL Dataset	msc.fema.gov

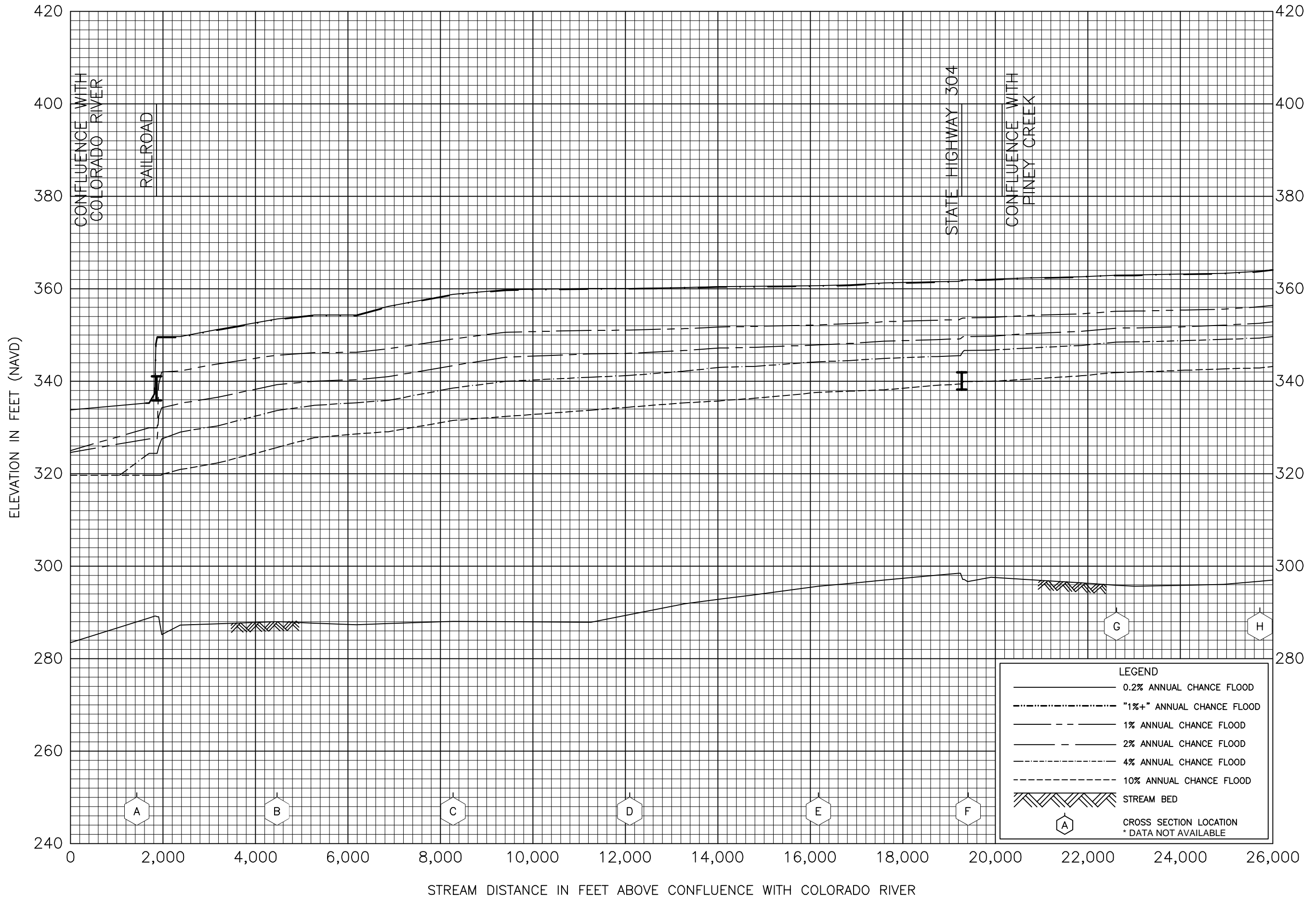
FEMA Region VI	Larry Voice 800 North Loop 288 Denton, TX 76209 (940) 898-5419 larry.voice@fema.dhs.gov
Other Federal Agencies	
USGS website	www.usgs.gov
Hydraulic Engineering Center website	www.hec.usace.army.mil
State Agencies and Organizations	
State NFIP Coordinator	Michael Segner Texas Water Development Board 1700 North Congress Avenue P.O. Box 13231 Austin, TX 78711-3231 (512) 463-3509 michael.segner@twdb.state.tx.us
State GIS Coordinator	Mike Ouimet State GIS Coordinator 300 West 15th Street P.O. Box 13564 Austin, TX 78711-3564 (512) 305-9076 mike.ouimet@dir.state.tx.us

SECTION 9.0 – BIBLIOGRAPHY AND REFERENCES

Table 32 includes sources used in the preparation of and cited in this FIS Report as well as additional studies that have been conducted in the study area.

Table 32: Bibliography and References

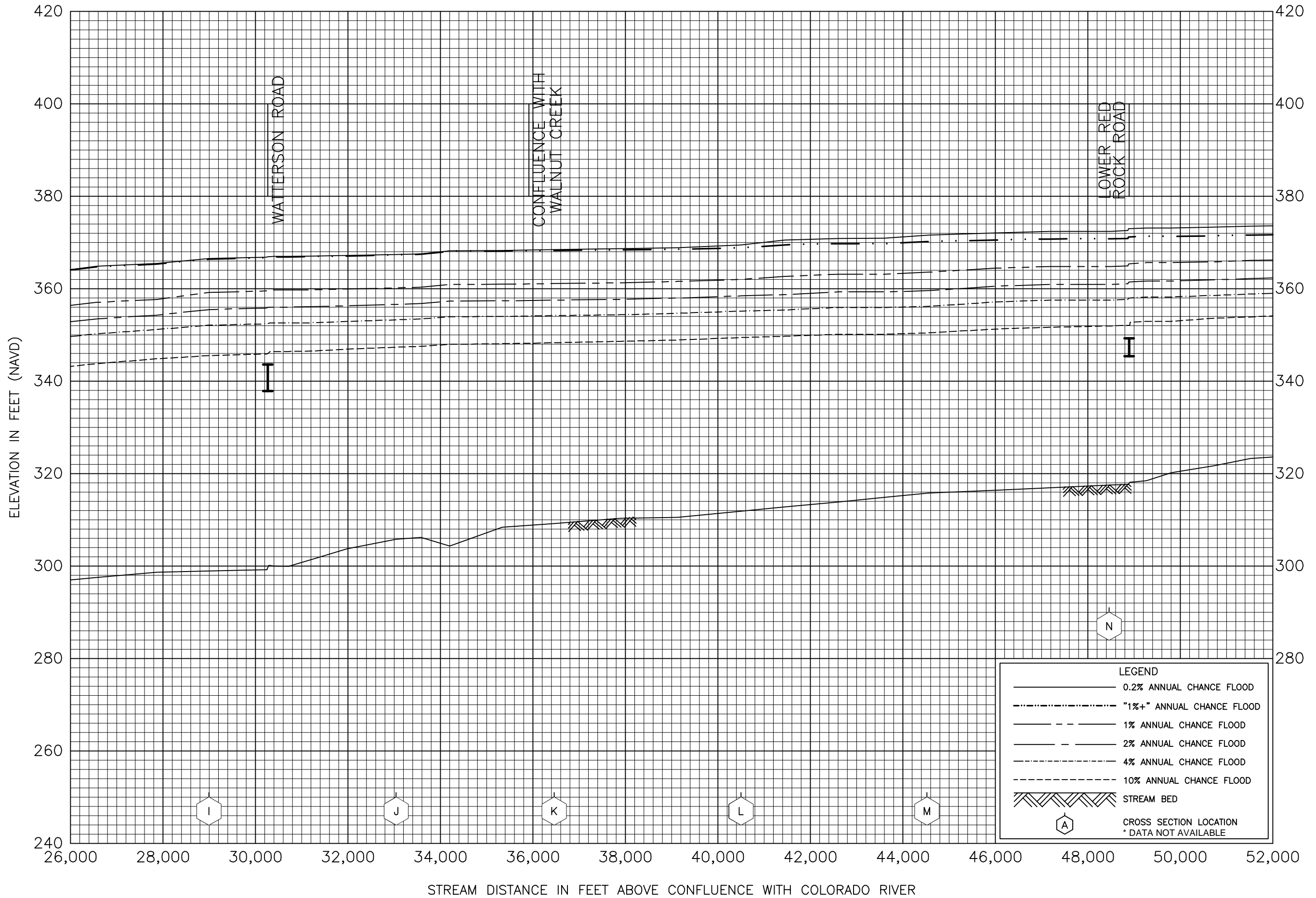
Citation in this FIS	Publisher/ Issuer	Publication Title, "Article," Volume, Number, etc.	Author/Editor	Place of Publication	Publication Date/ Date of Issuance	Link
FEMA 2006	Federal Emergency Management Agency	<i>Flood Insurance Study, Bastrop County, Texas, and Incorporated Areas</i>		Washington, D.C.	January 19, 2006	FEMA Flood Map Service Center msc.fema.gov
FEMA 2016	Federal Emergency Management Agency	<i>Flood Insurance Study, Bastrop County, Texas, and Incorporated Areas</i>		Washington, D.C.	January 6, 2016	FEMA Flood Map Service Center msc.fema.gov
Halff 2002	Halff Associates, Inc.	<i>Mapping the Colorado River, Technical Support Data Notebook</i>	Halff Associates, Inc.	Forth Worth, Texas	September 2002	
Sanborn 2003	The Sanborn Map Company, Inc.	<i>Topographic Maps Compiled from LiDAR, Contour Interval 2-Feet</i>	The Sanborn Map Company, Inc.	City of Austin and Travis County, Texas	January 2003	
TNRIS 2017	Texas Natural Resources Information System	<i>Central Texas LiDAR 2017</i>	Texas Natural Resources Information System	Austin, Texas	2017	Texas Natural Resources Information System DataHub https://data.tnris.org/
TWDB 2020	Texas Water Development Board	<i>Texas Water Development Board CTP FY17 RiskMAP Project</i>	Texas Water Development Board	Austin, Texas	March 3, 2020	



FLOOD PROFILES
CEDAR CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

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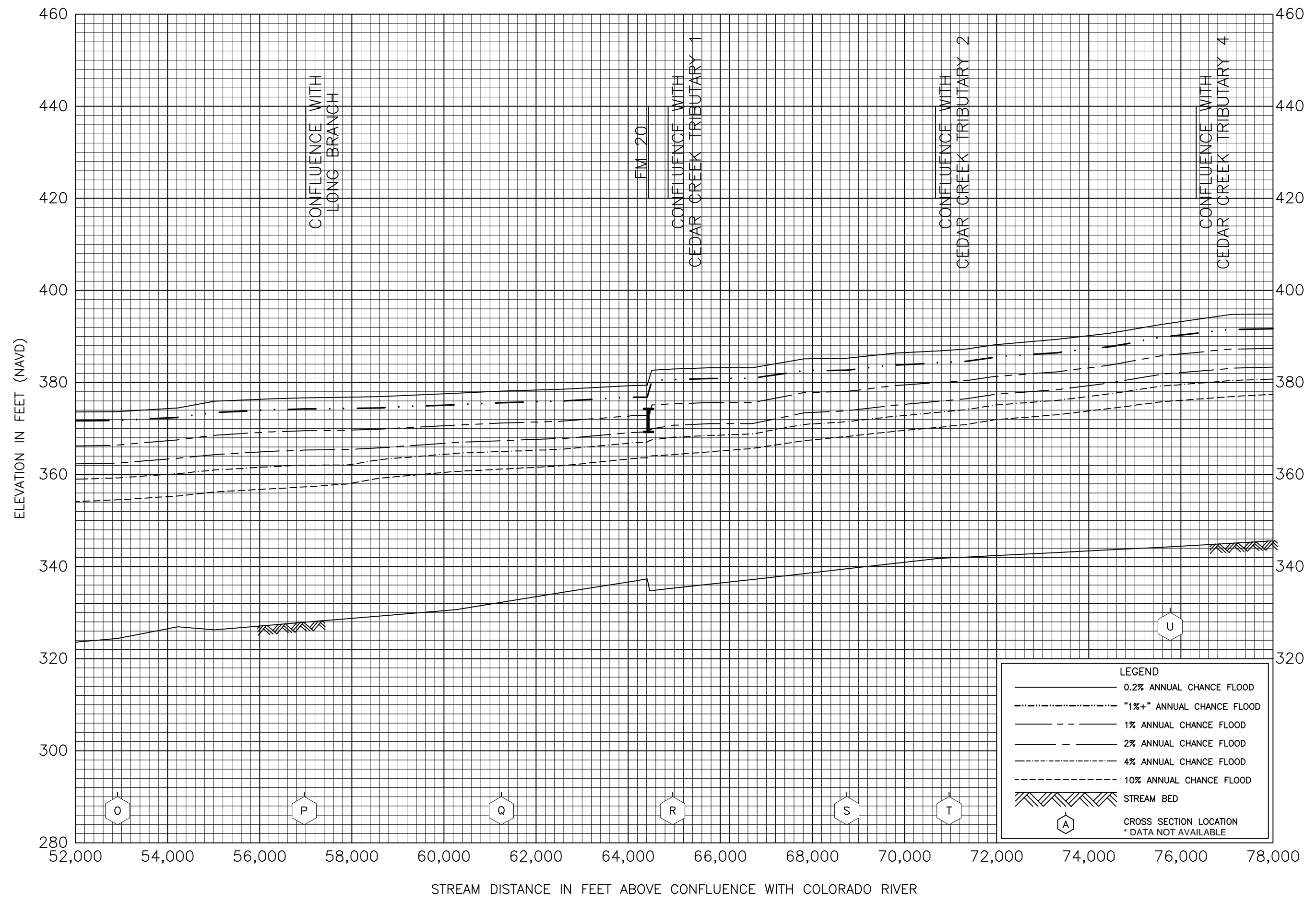


FLOOD PROFILES

CEDAR CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

02P

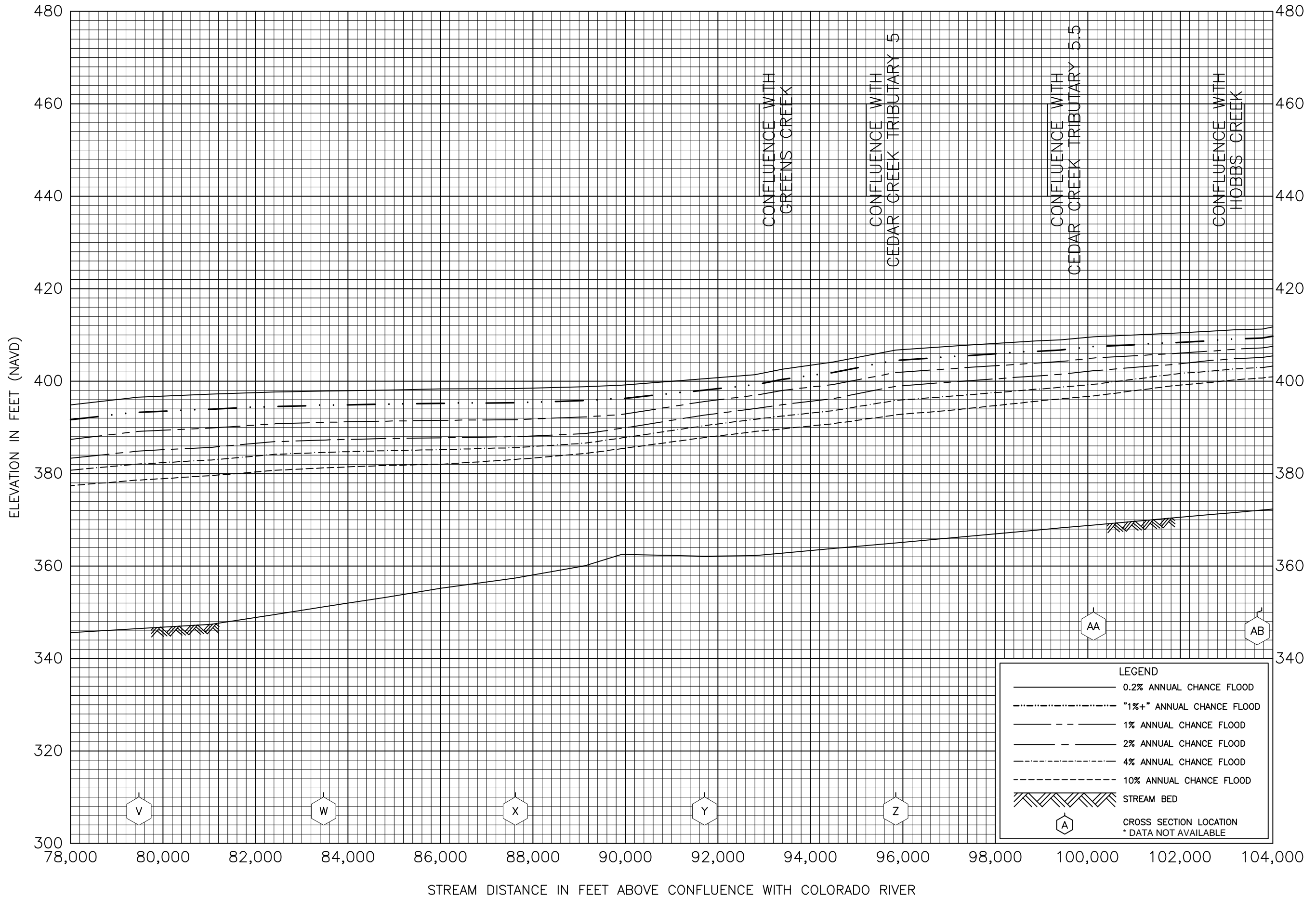


FLOOD PROFILES

CEDAR CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

03P

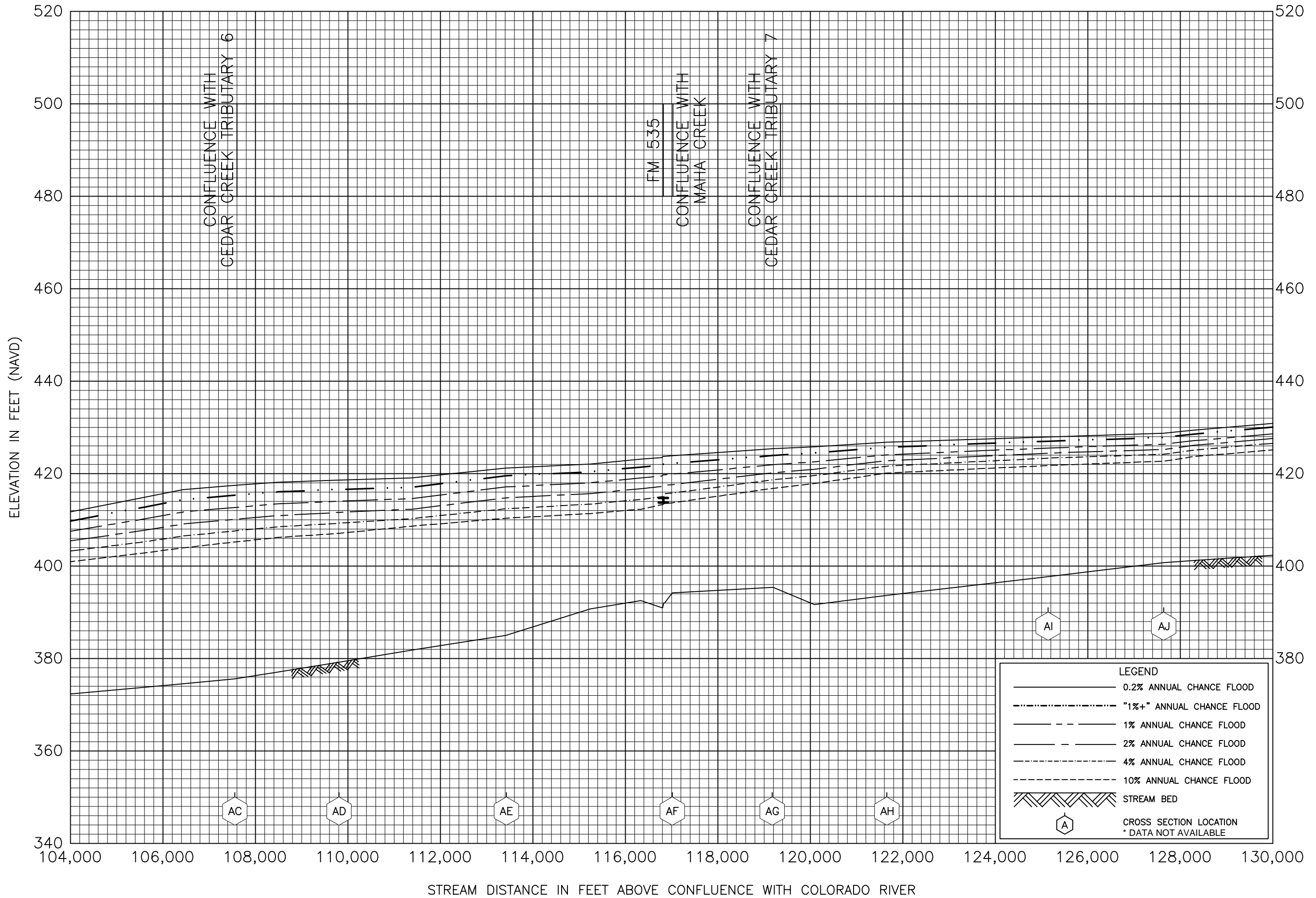


FLOOD PROFILES

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BASTROP COUNTY, TX
AND INCORPORATED AREAS

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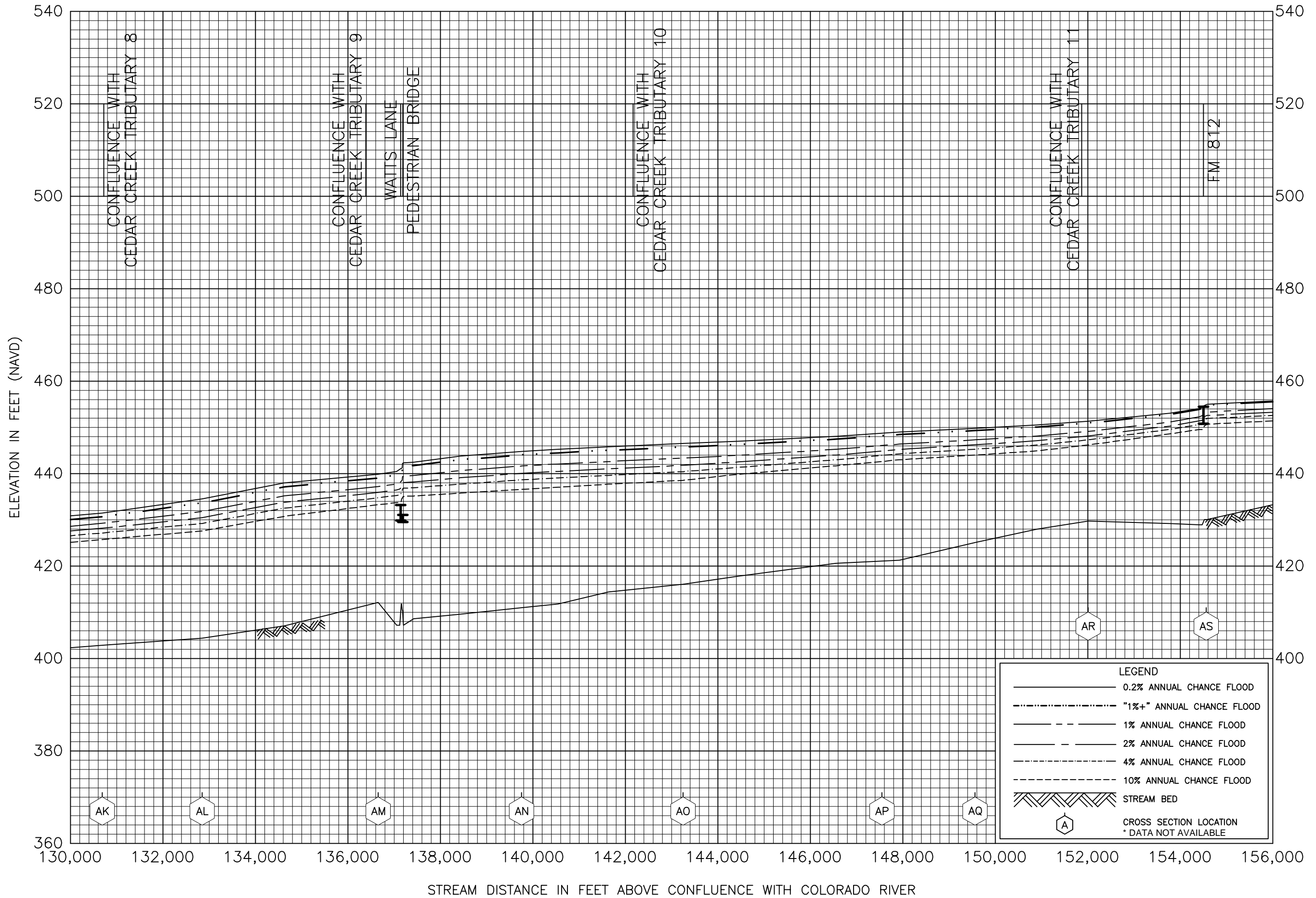


FLOOD PROFILES

CEDAR CREEK

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BASTROP COUNTY, TX
AND INCORPORATED AREAS

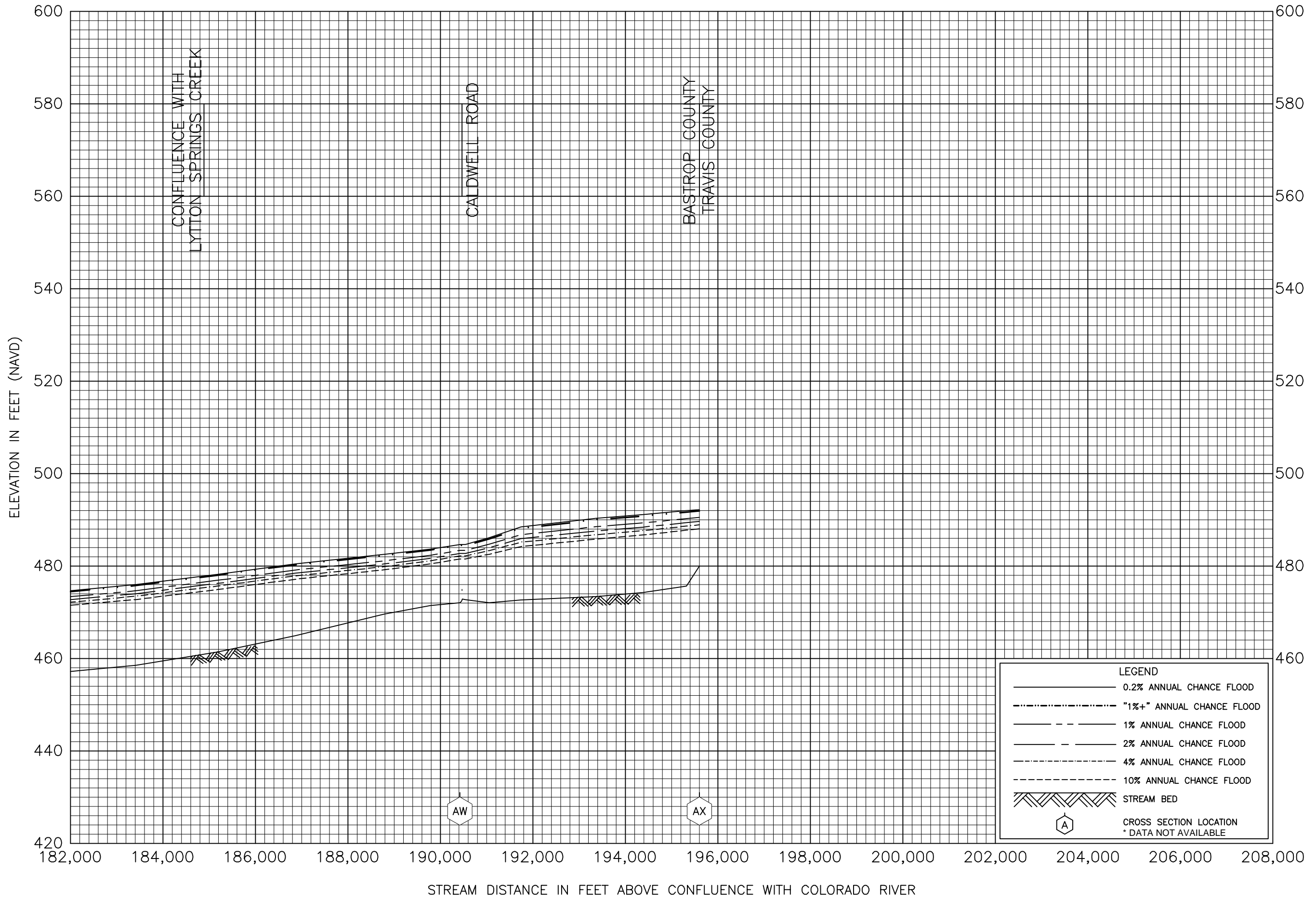
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FLOOD PROFILES

CEDAR CREEK

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AND INCORPORATED AREAS

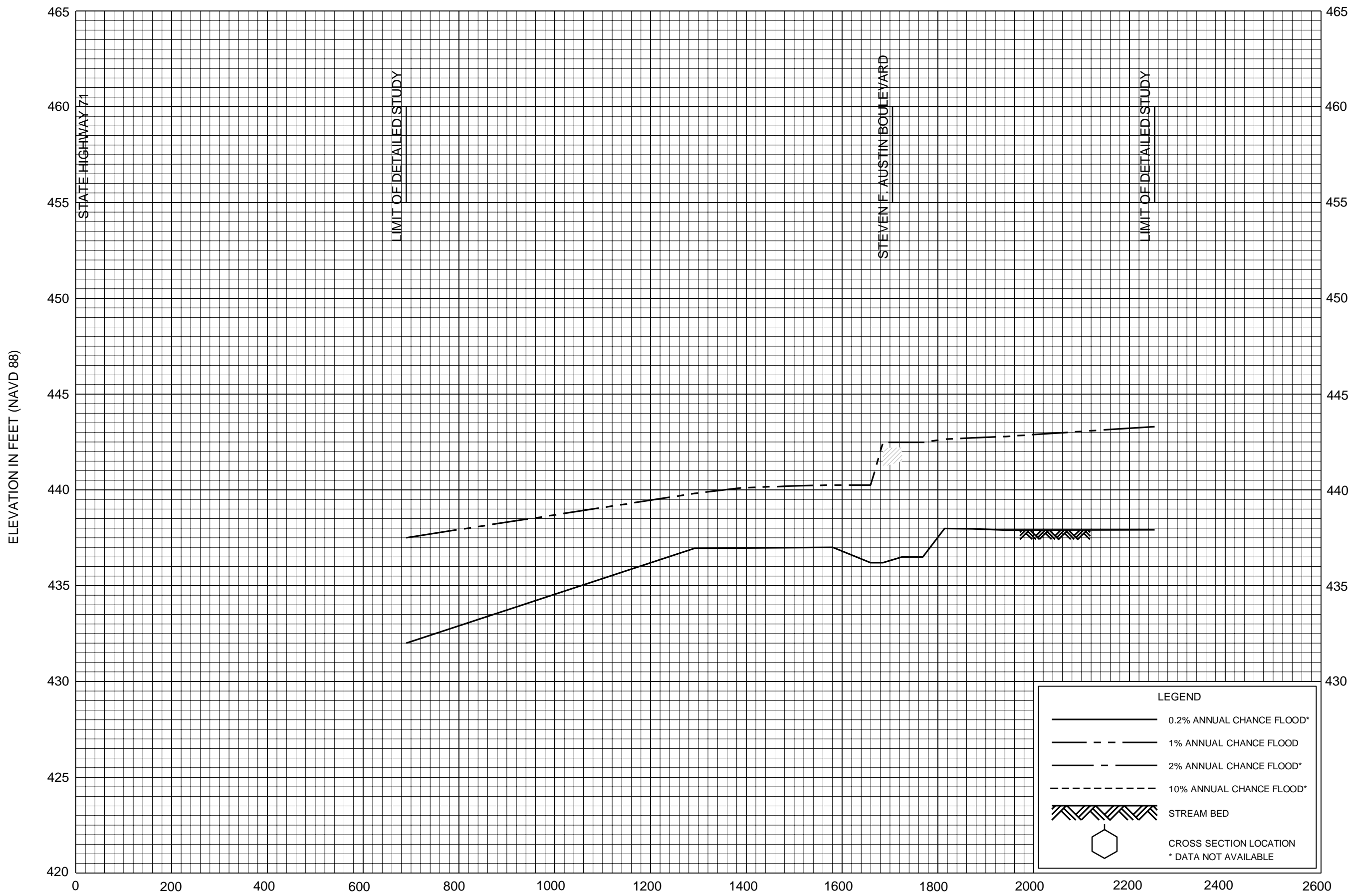


FLOOD PROFILES

CEDAR CREEK

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BASTROP COUNTY, TX
AND INCORPORATED AREAS

08P



LEGEND

- 0.2% ANNUAL CHANCE FLOOD*
- - - 1% ANNUAL CHANCE FLOOD
- · - 2% ANNUAL CHANCE FLOOD*
- · · 10% ANNUAL CHANCE FLOOD*
- ▨ STREAM BED
- ⬡ CROSS SECTION LOCATION

* DATA NOT AVAILABLE

FLOOD PROFILES

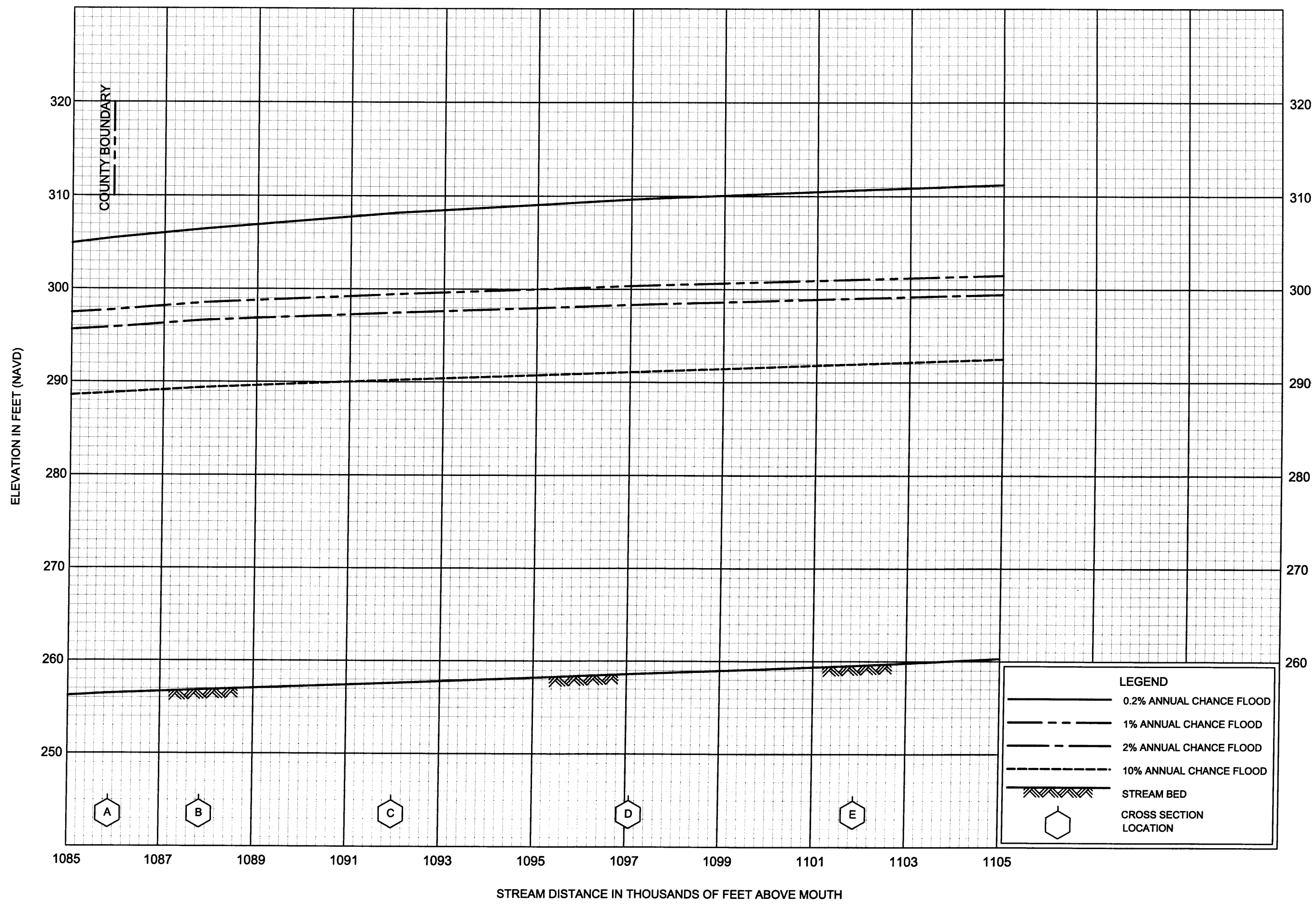
CEDAR CREEK TRIBUTARY 2

FEDERAL EMERGENCY MANAGEMENT AGENCY

BASTROP COUNTY, TX
AND INCORPORATED AREAS

09P

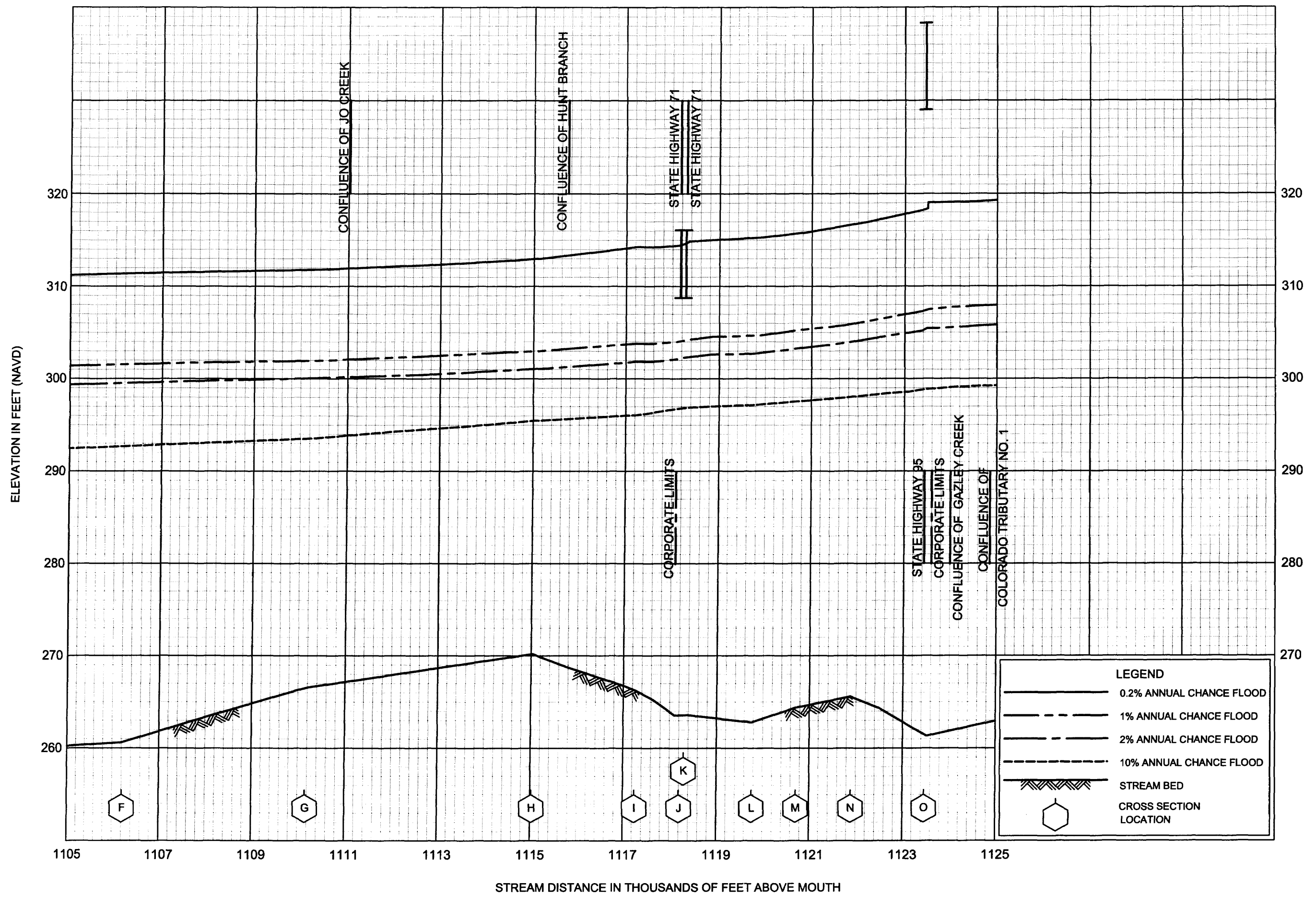
STREAM DISTANCE IN FEET ABOVE STATE HIGHWAY 71



FLOOD PROFILES
COLORADO RIVER

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BASTROP COUNTY, TX
AND INCORPORATED AREAS

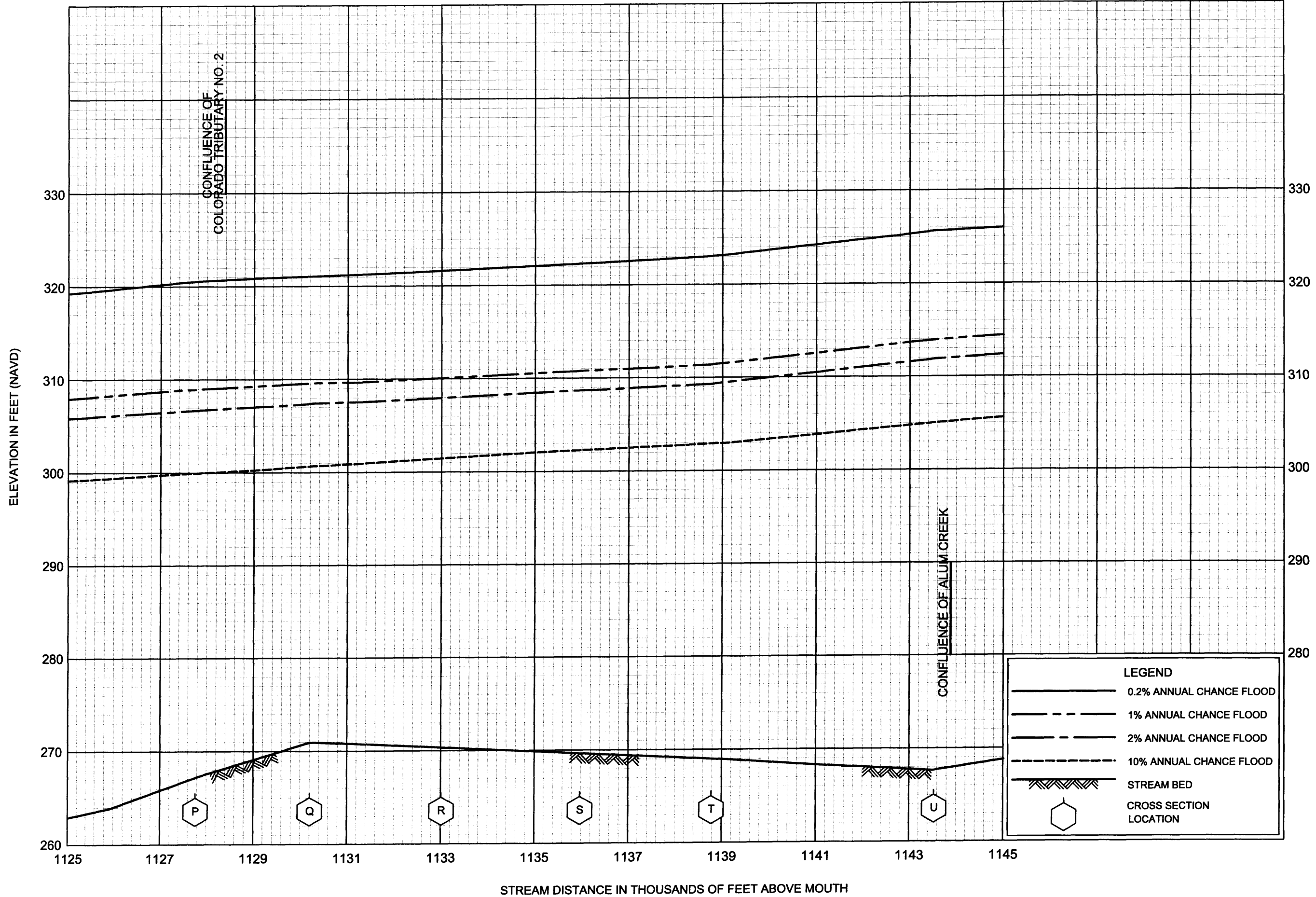
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FLOOD PROFILES
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 BASTROP COUNTY, TX
 AND INCORPORATED AREAS

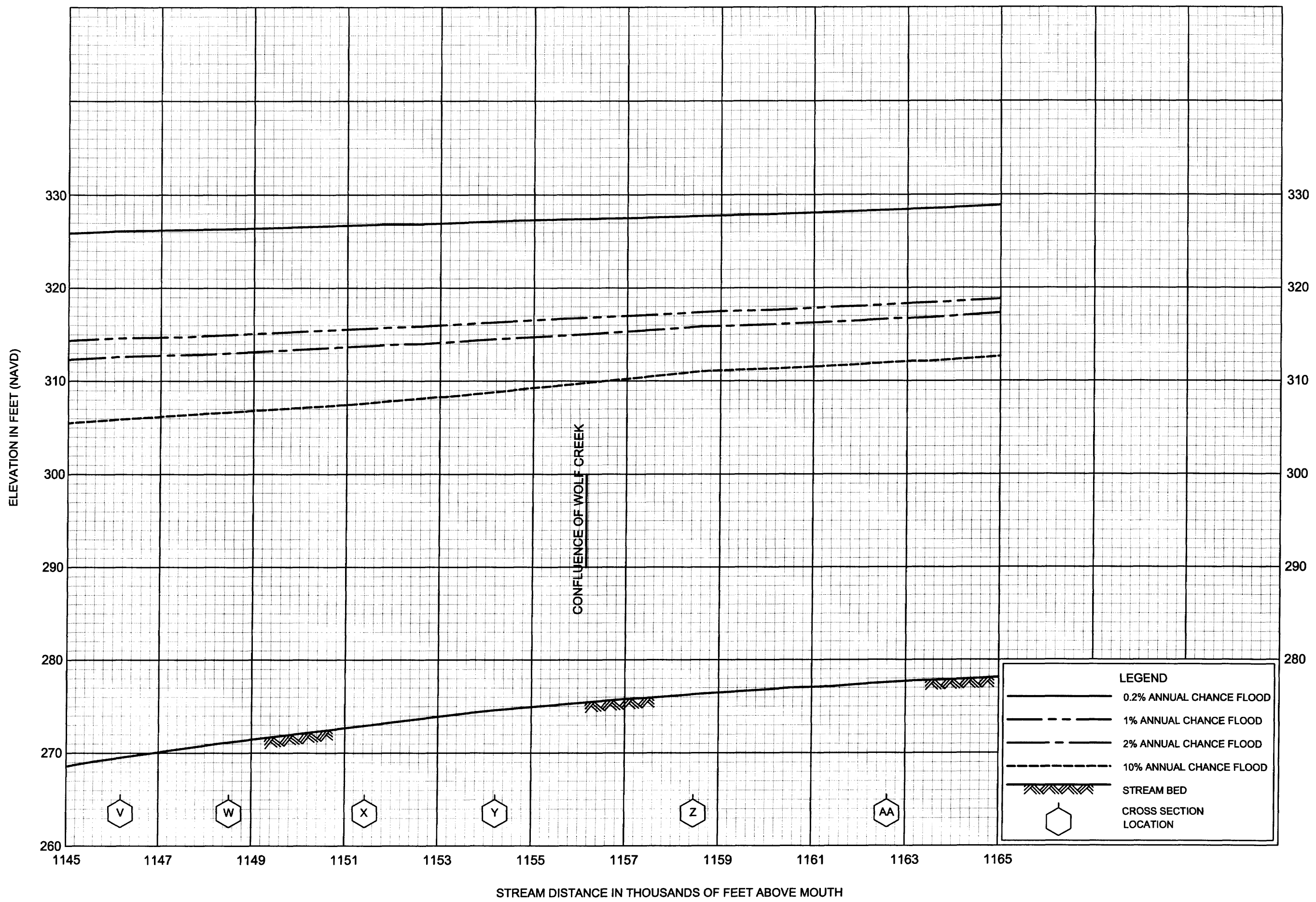
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FLOOD PROFILES
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AND INCORPORATED AREAS

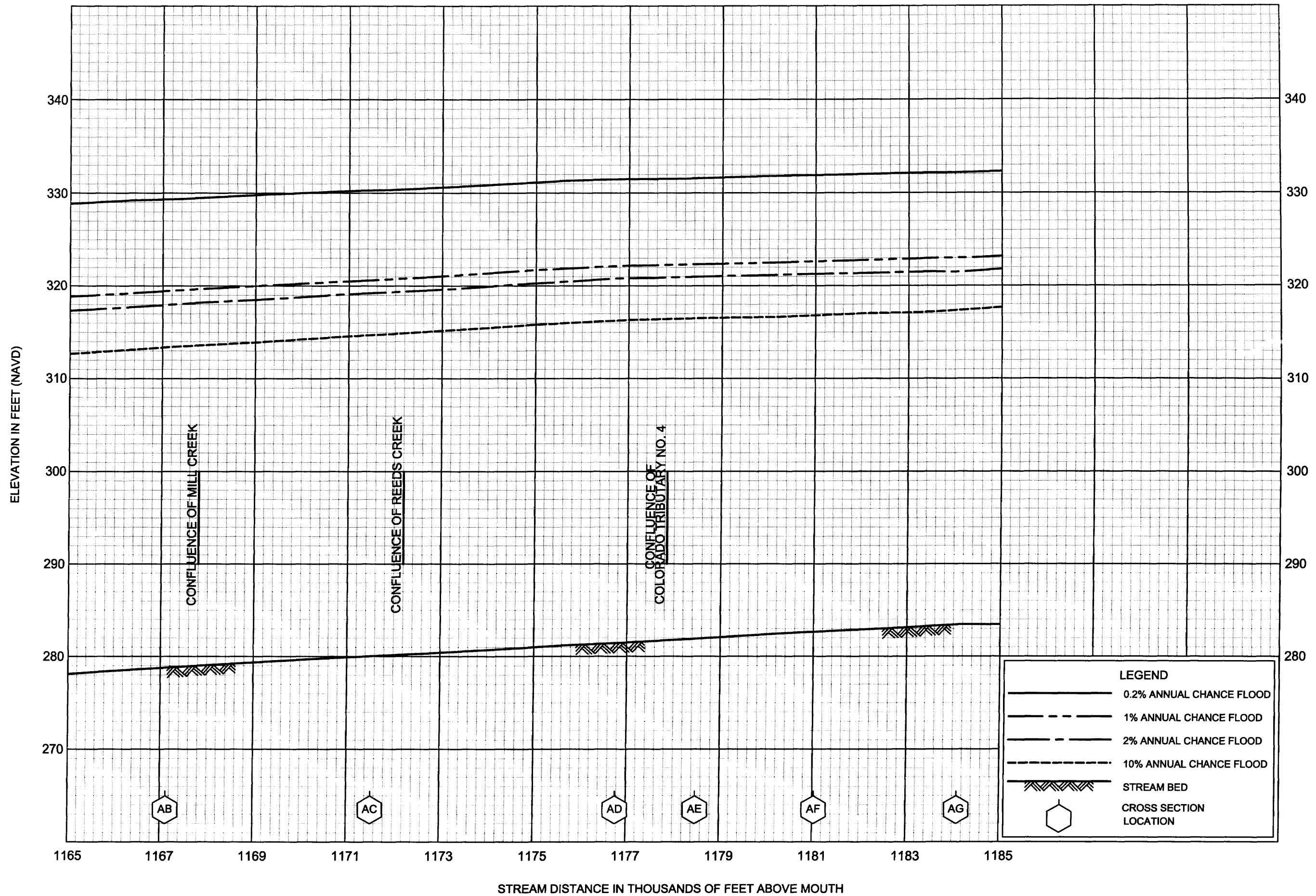
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FLOOD PROFILES
COLORADO RIVER

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AND INCORPORATED AREAS

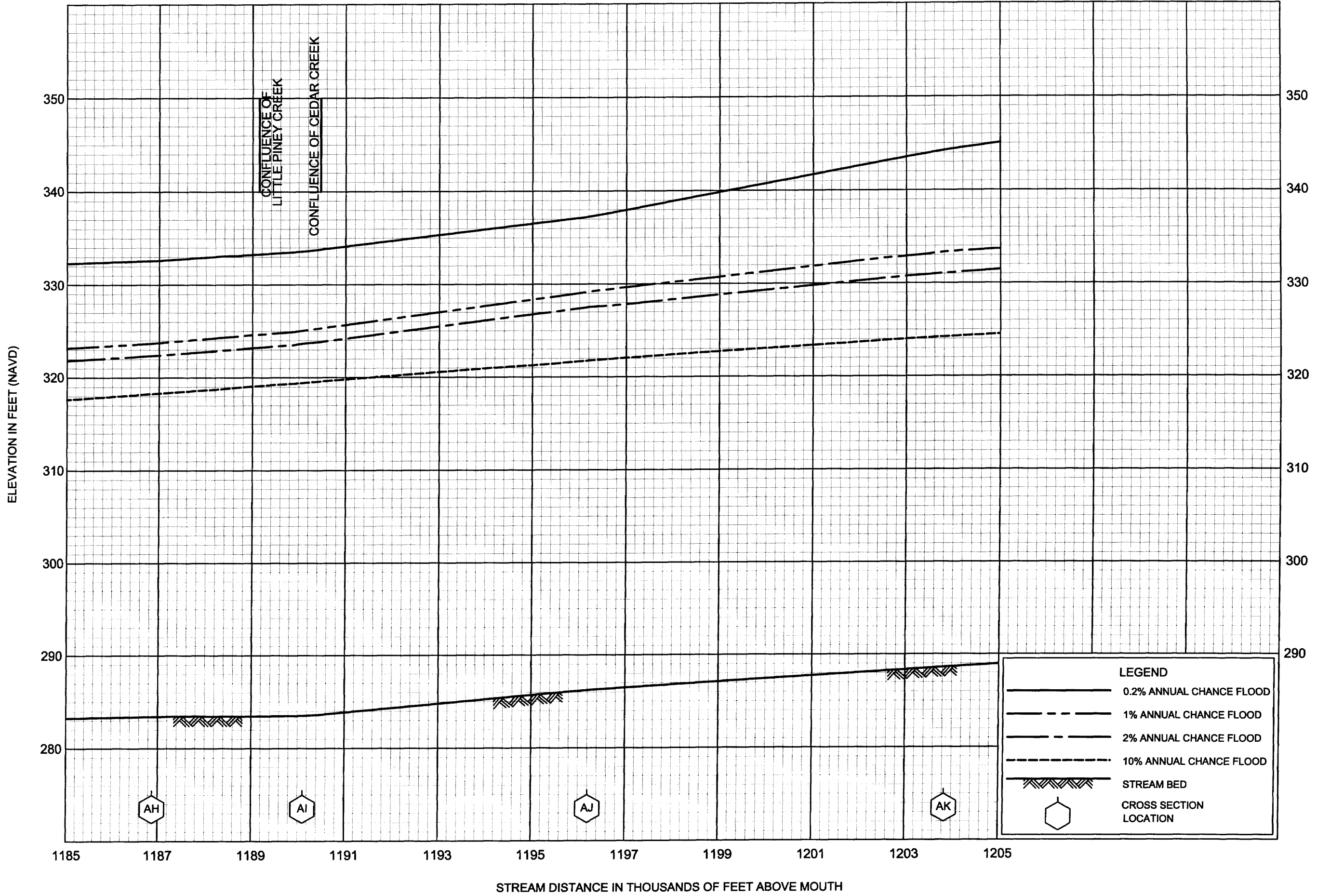
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FLOOD PROFILES
COLORADO RIVER

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AND INCORPORATED AREAS

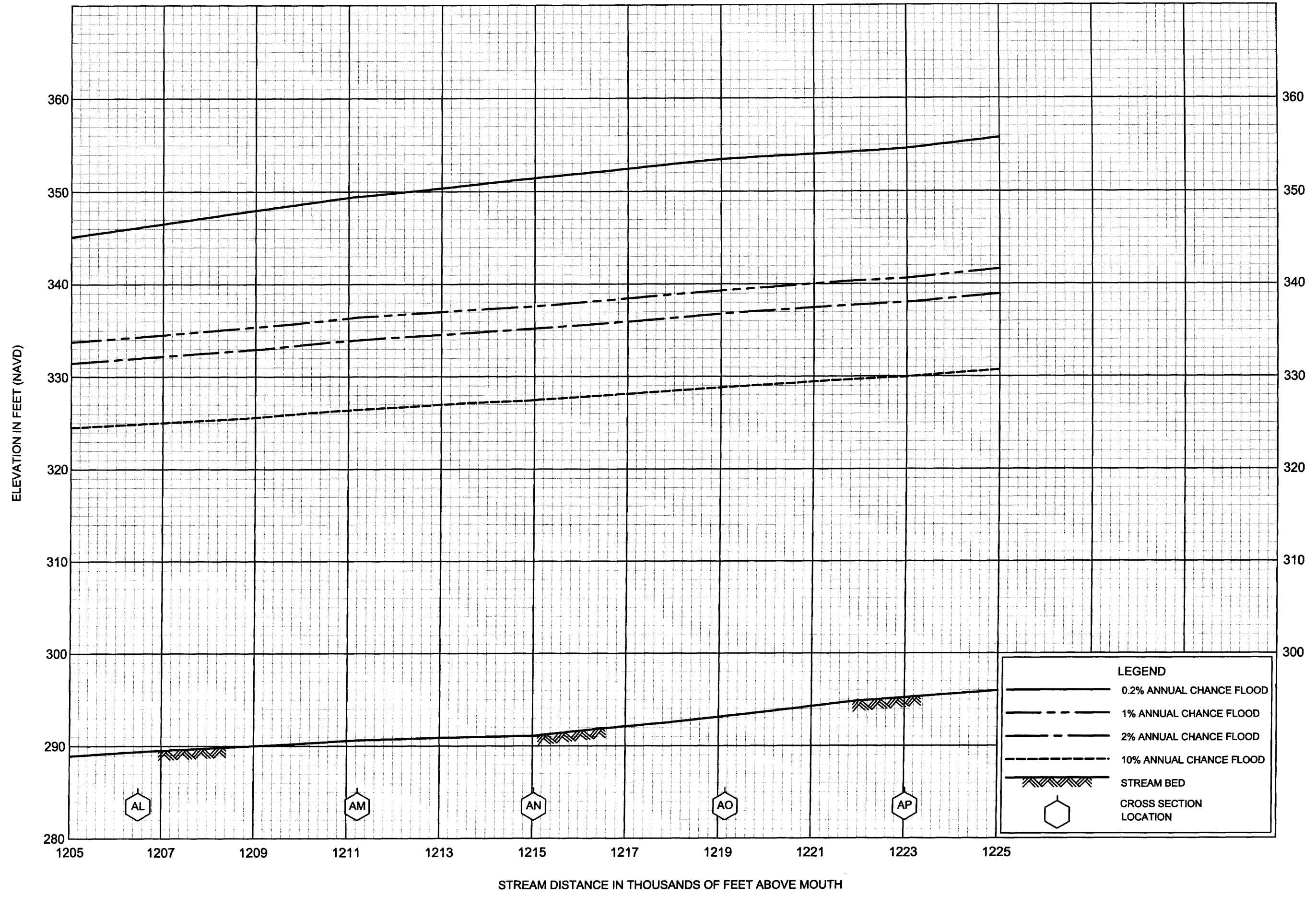
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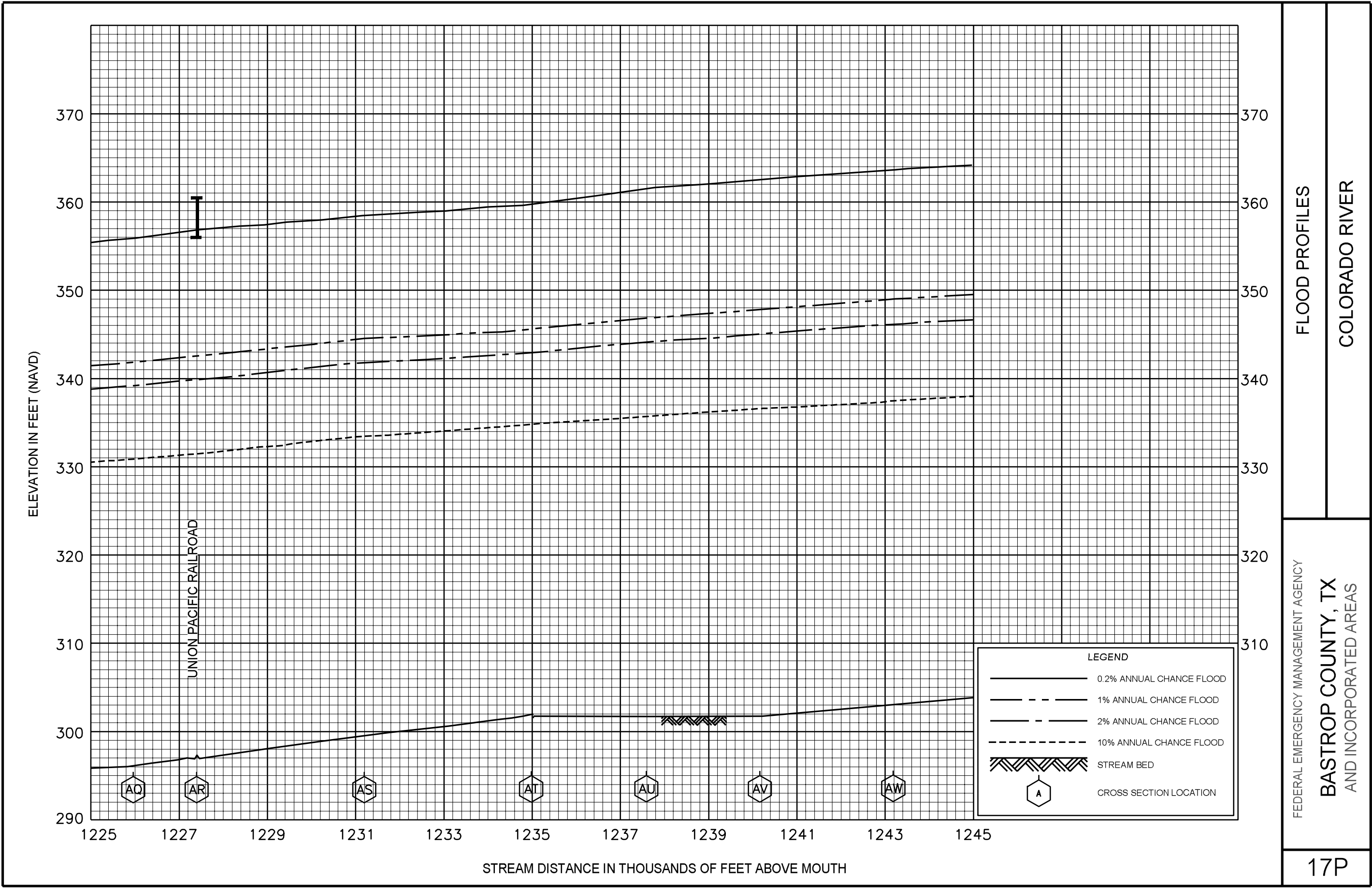
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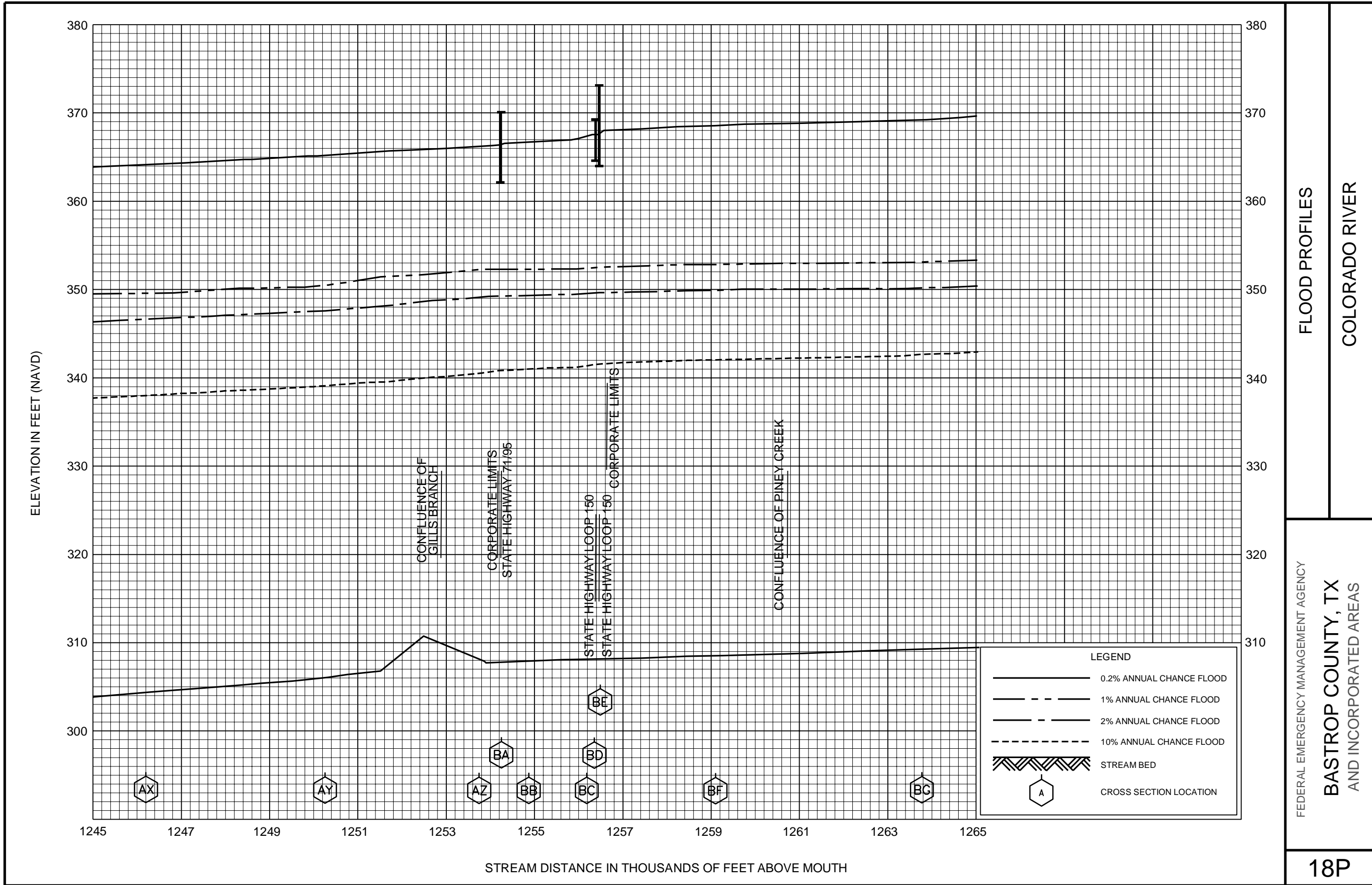


FLOOD PROFILES
COLORADO RIVER

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BASTROP COUNTY, TX
AND INCORPORATED AREAS

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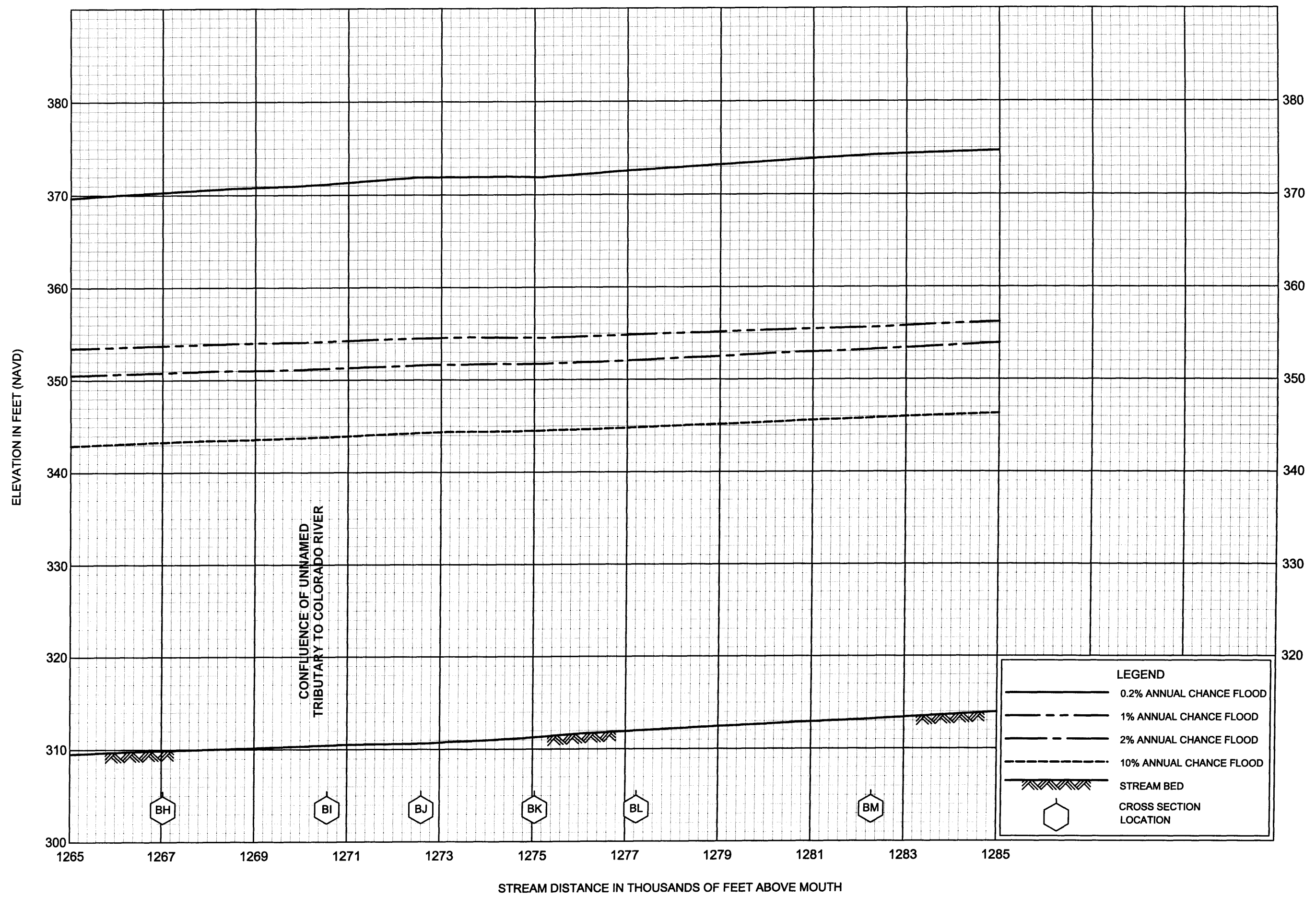




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COLORADO RIVER

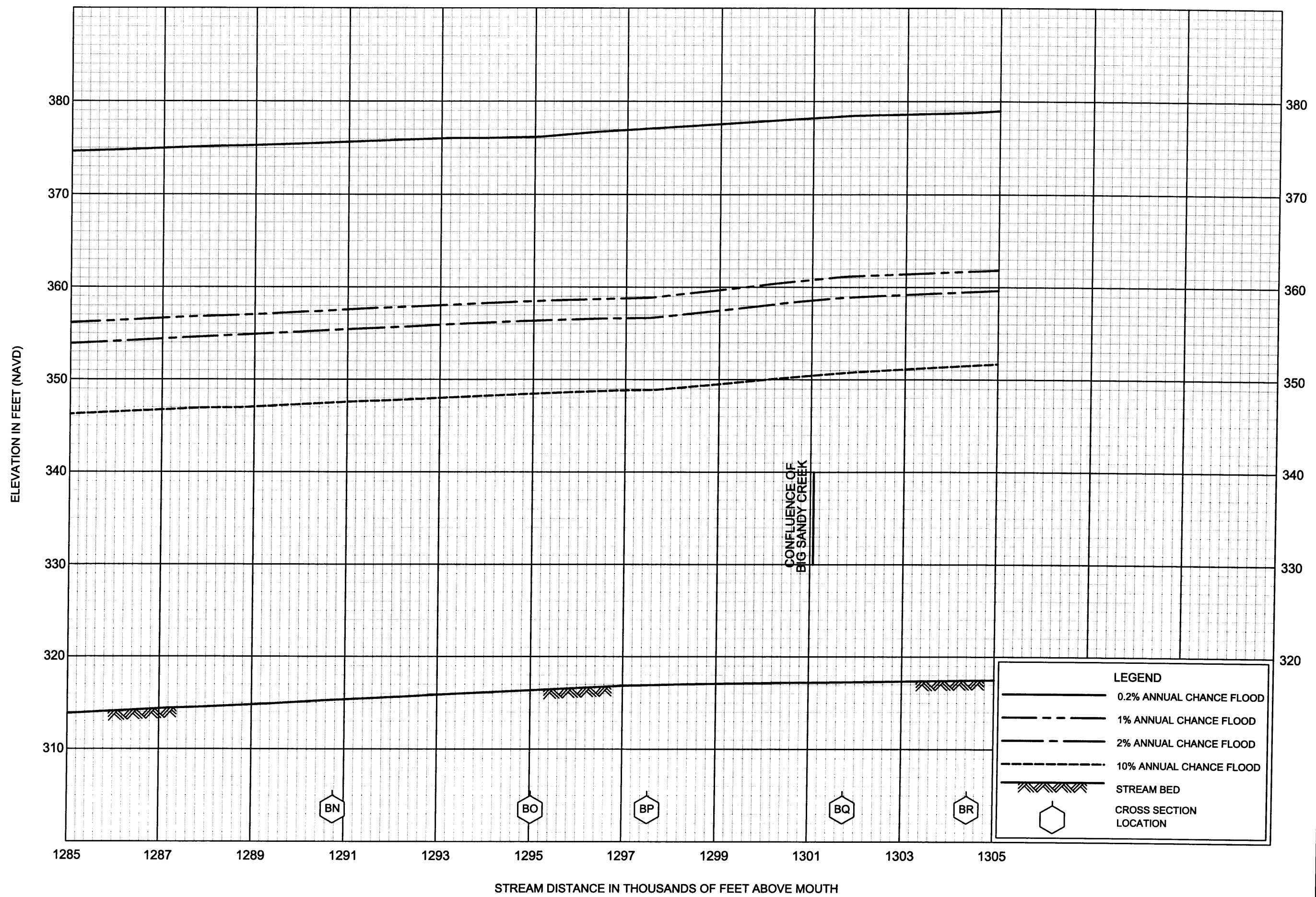
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AND INCORPORATED AREAS

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FLOOD PROFILES
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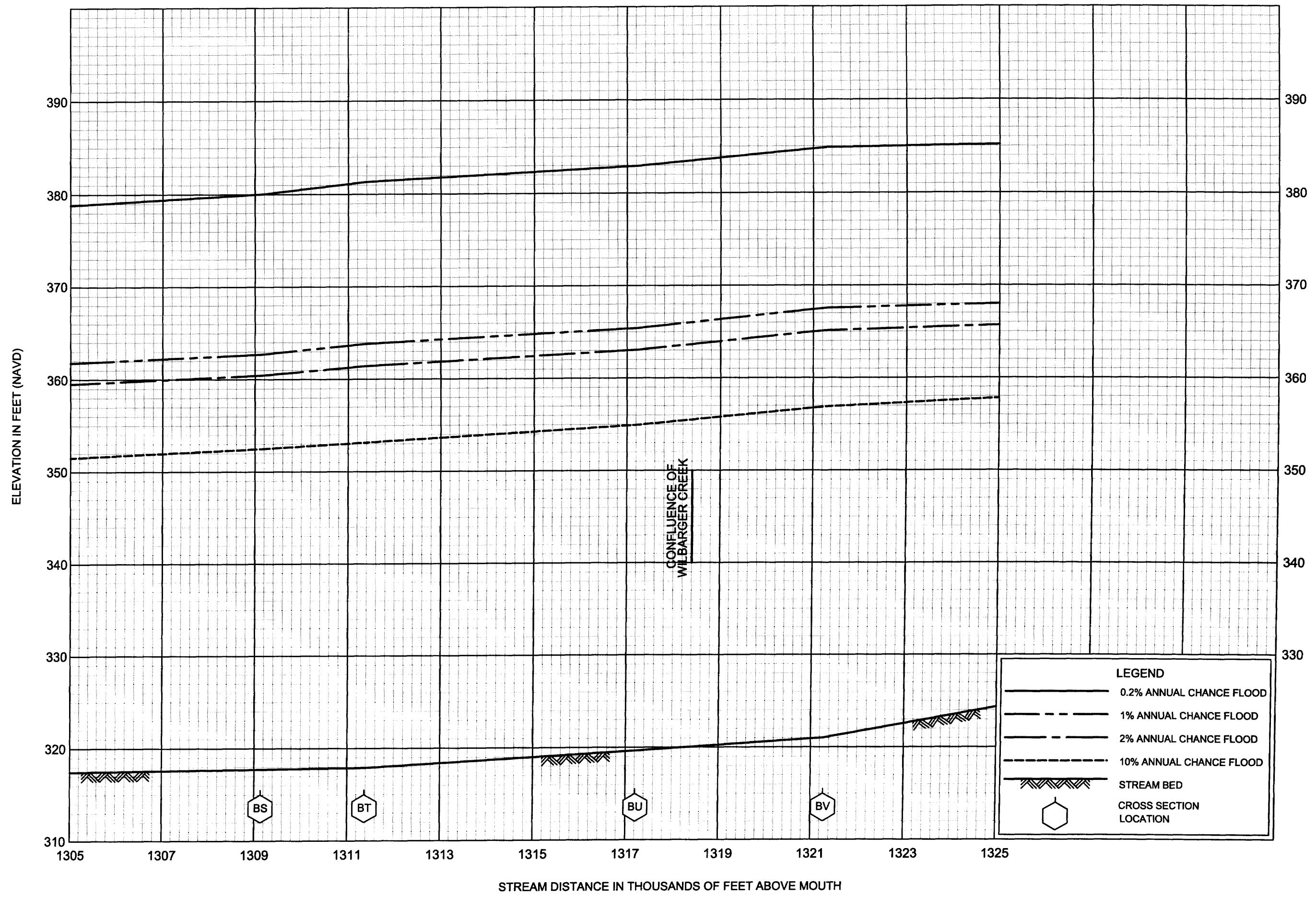
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BASTROP COUNTY, TX
AND INCORPORATED AREAS

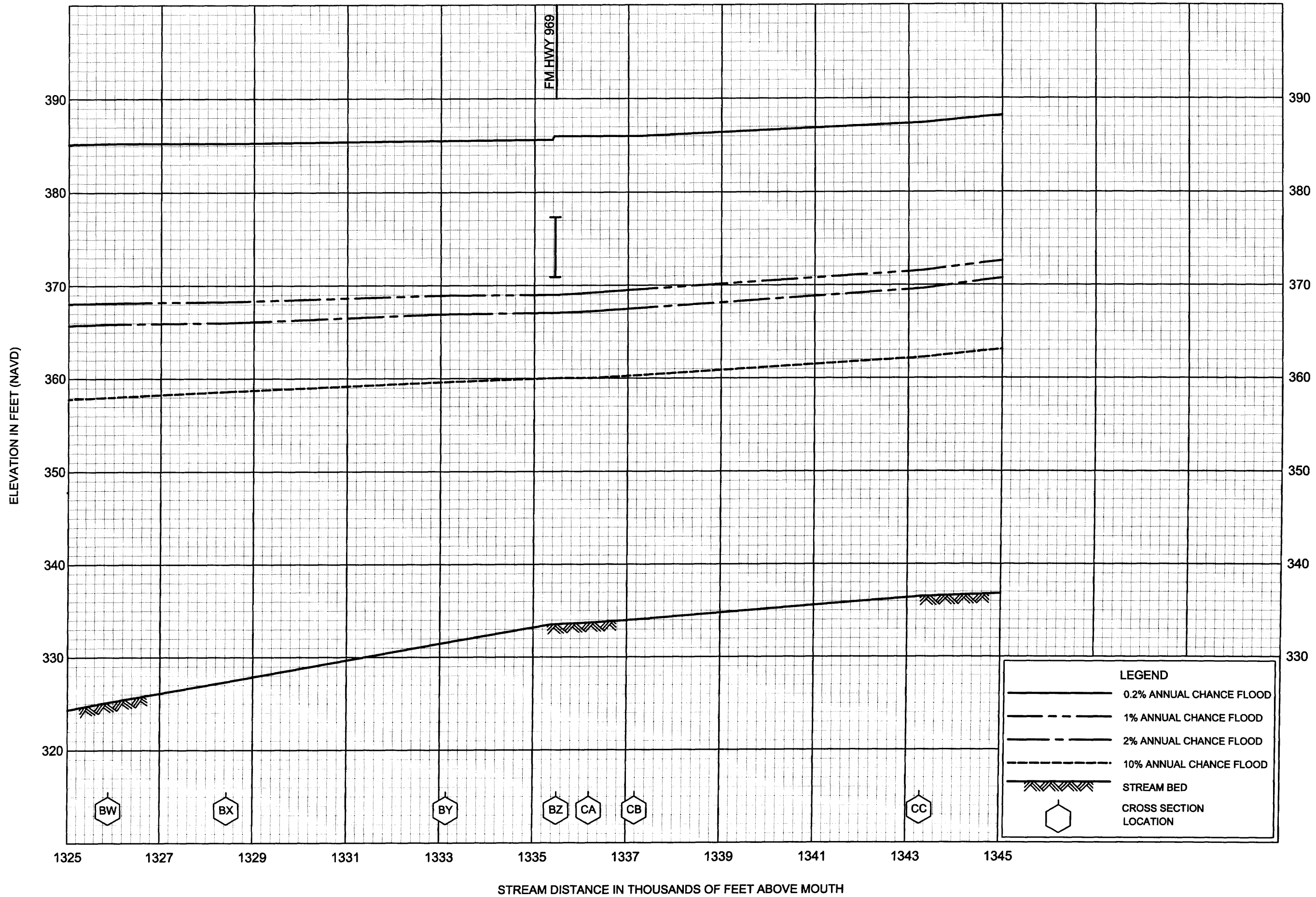
20P



FLOOD PROFILES
COLORADO RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

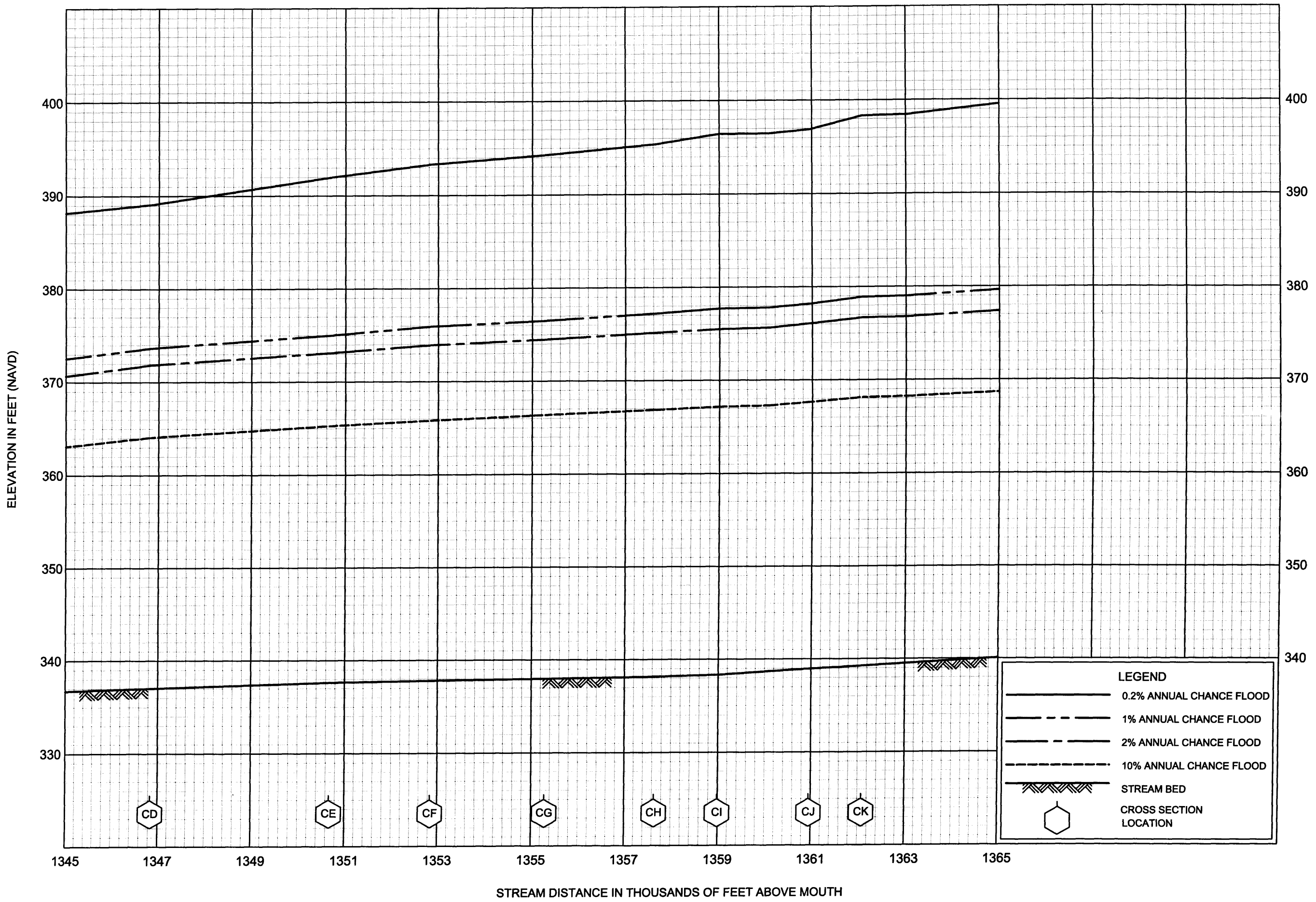
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FLOOD PROFILES
COLORADO RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

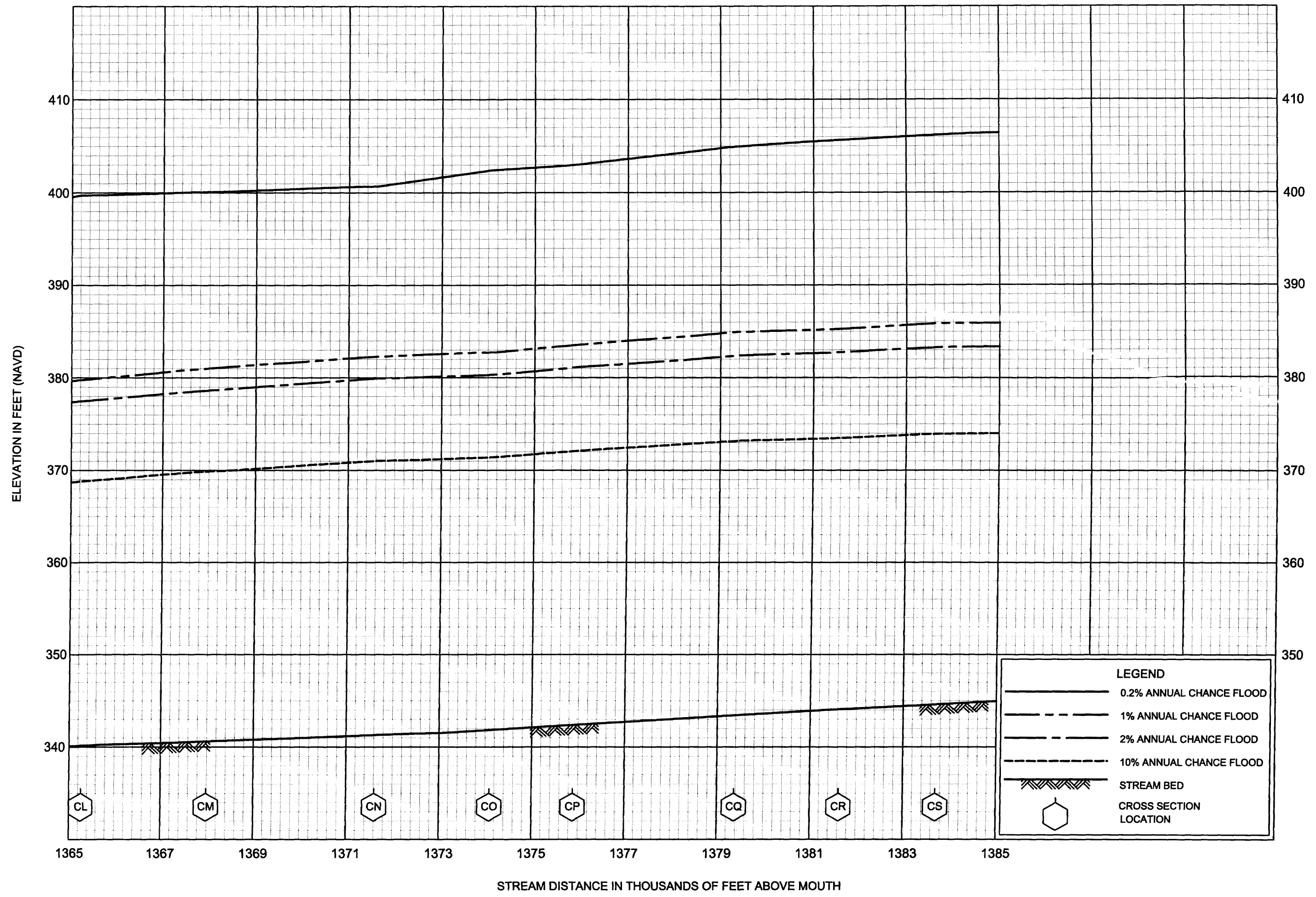
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FLOOD PROFILES
COLORADO RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

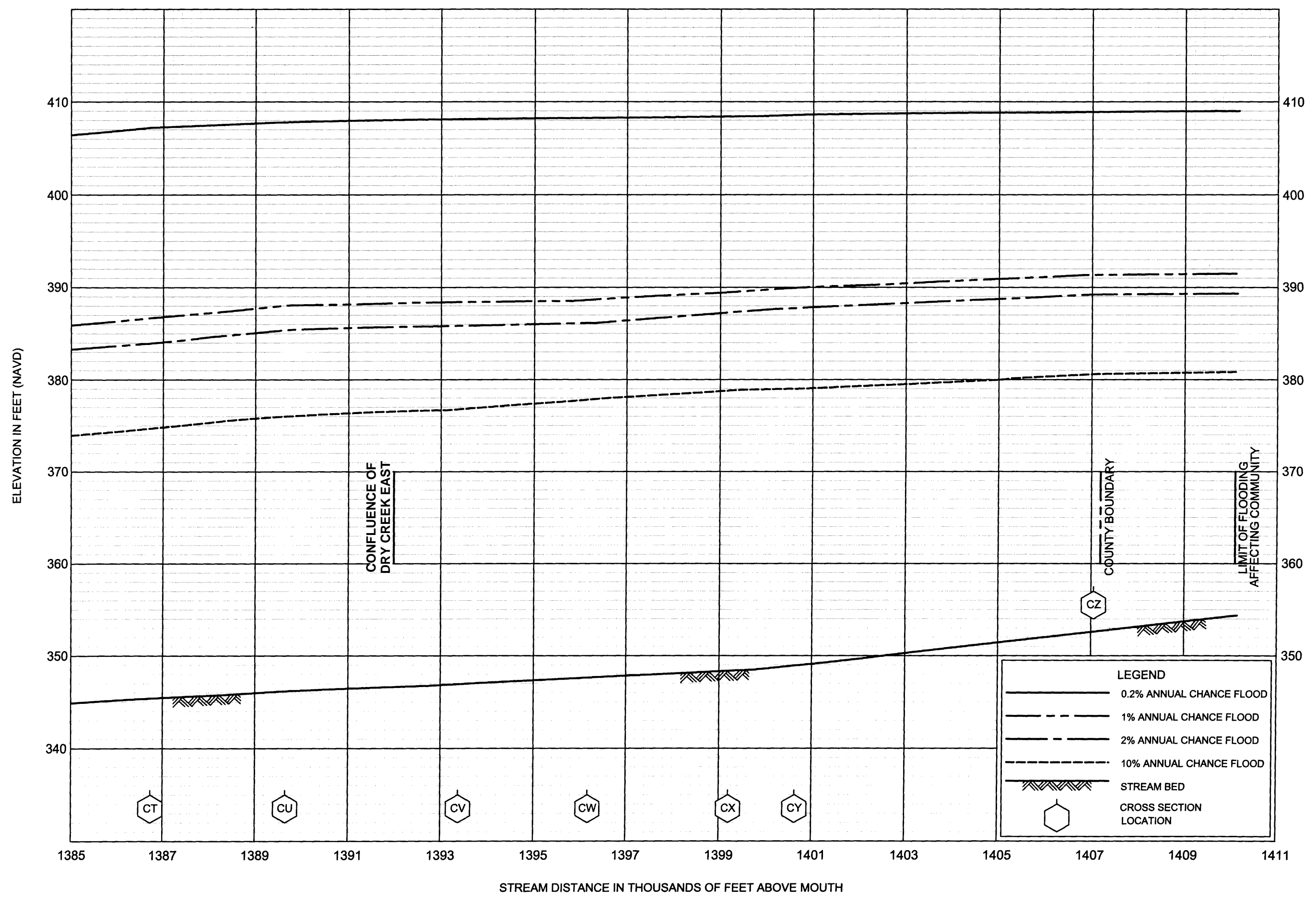
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FLOOD PROFILES
COLORADO RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

24P

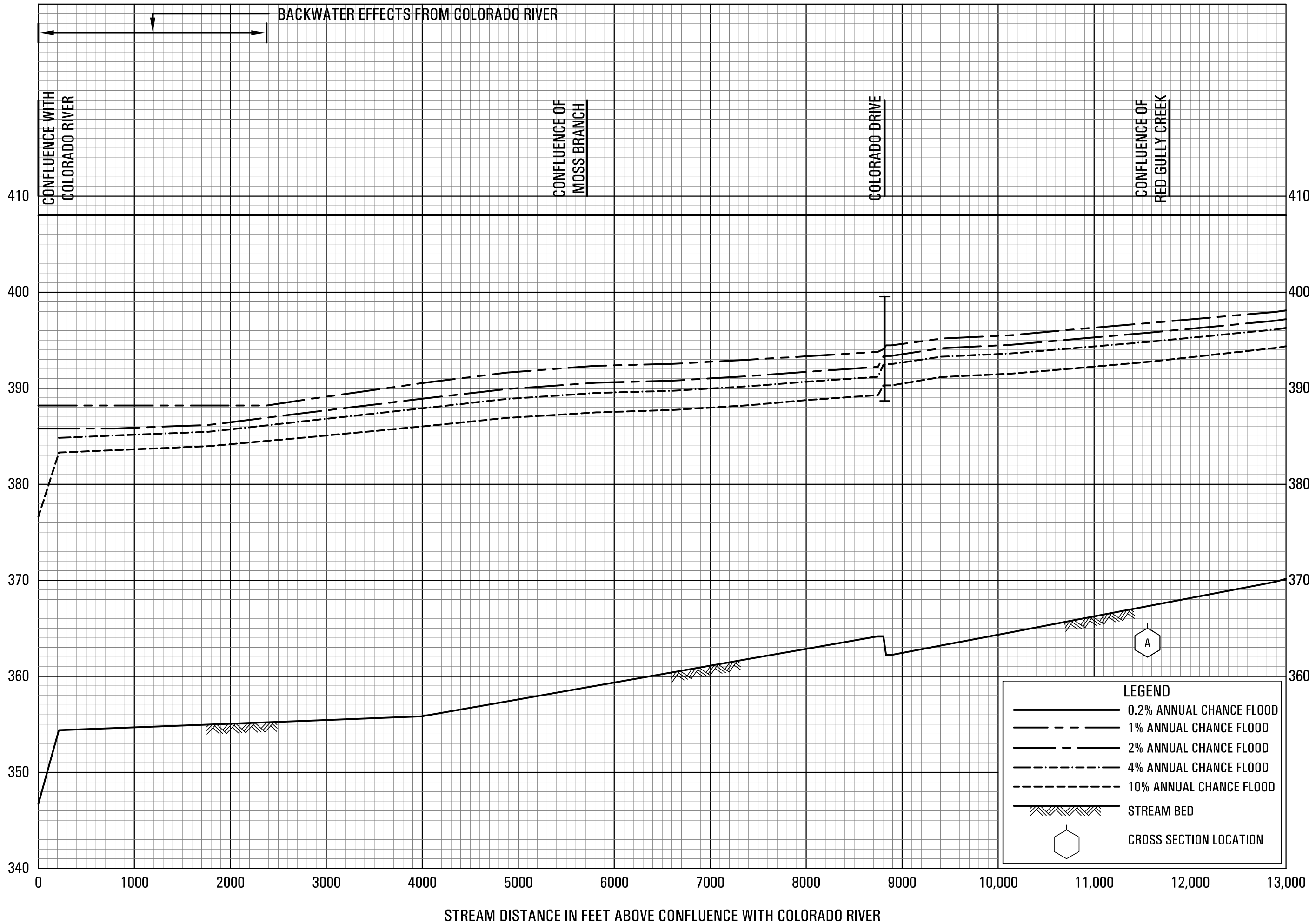


FLOOD PROFILES
 COLORADO RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY
 BASTROP COUNTY, TX
 AND INCORPORATED AREAS

25P

ELEVATION IN FEET (NAVD 88)



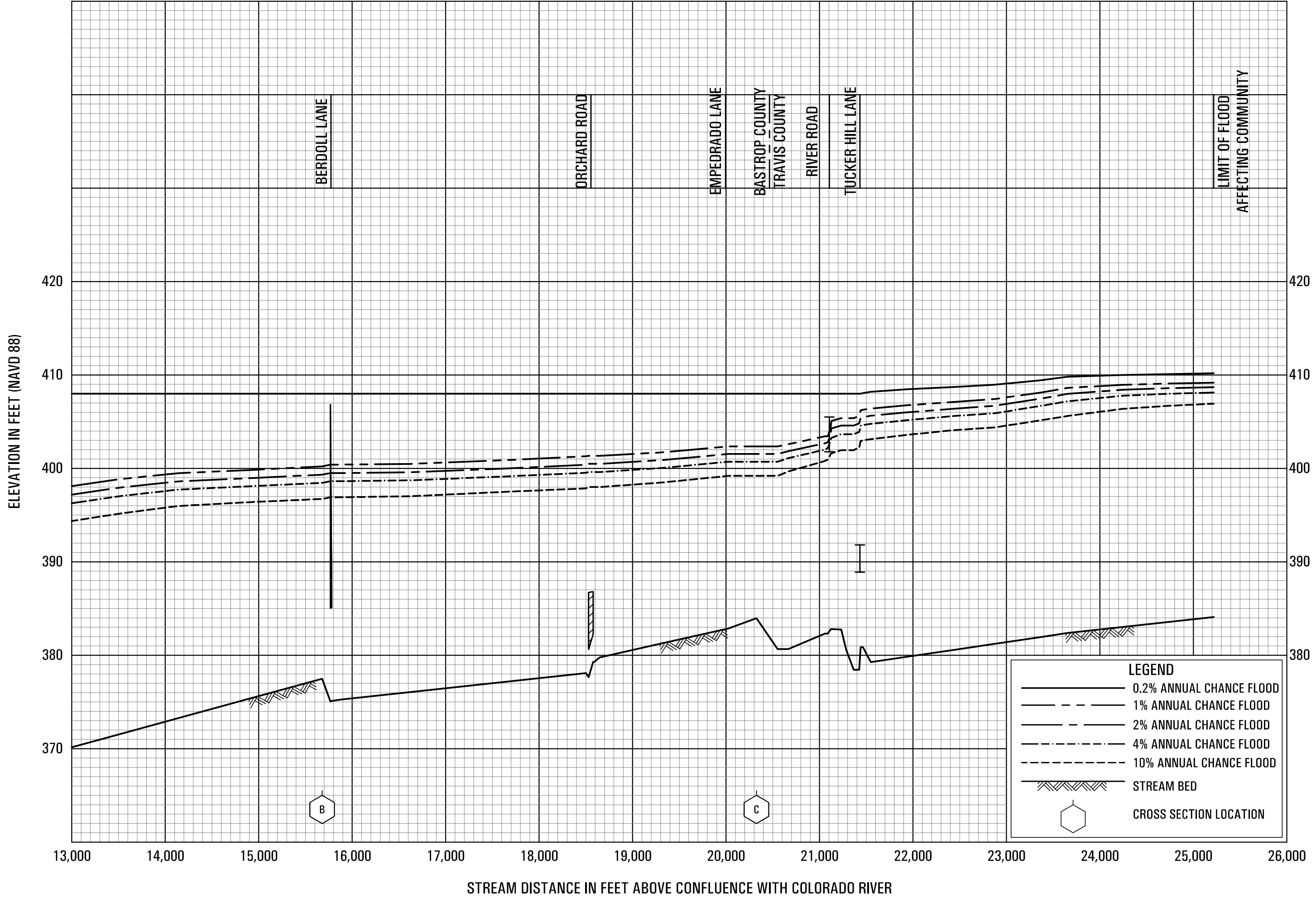
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FLOOD PROFILES

DRY CREEK EAST

FEDERAL EMERGENCY MANAGEMENT AGENCY

BASTROP COUNTY, TX
AND INCORPORATED AREAS

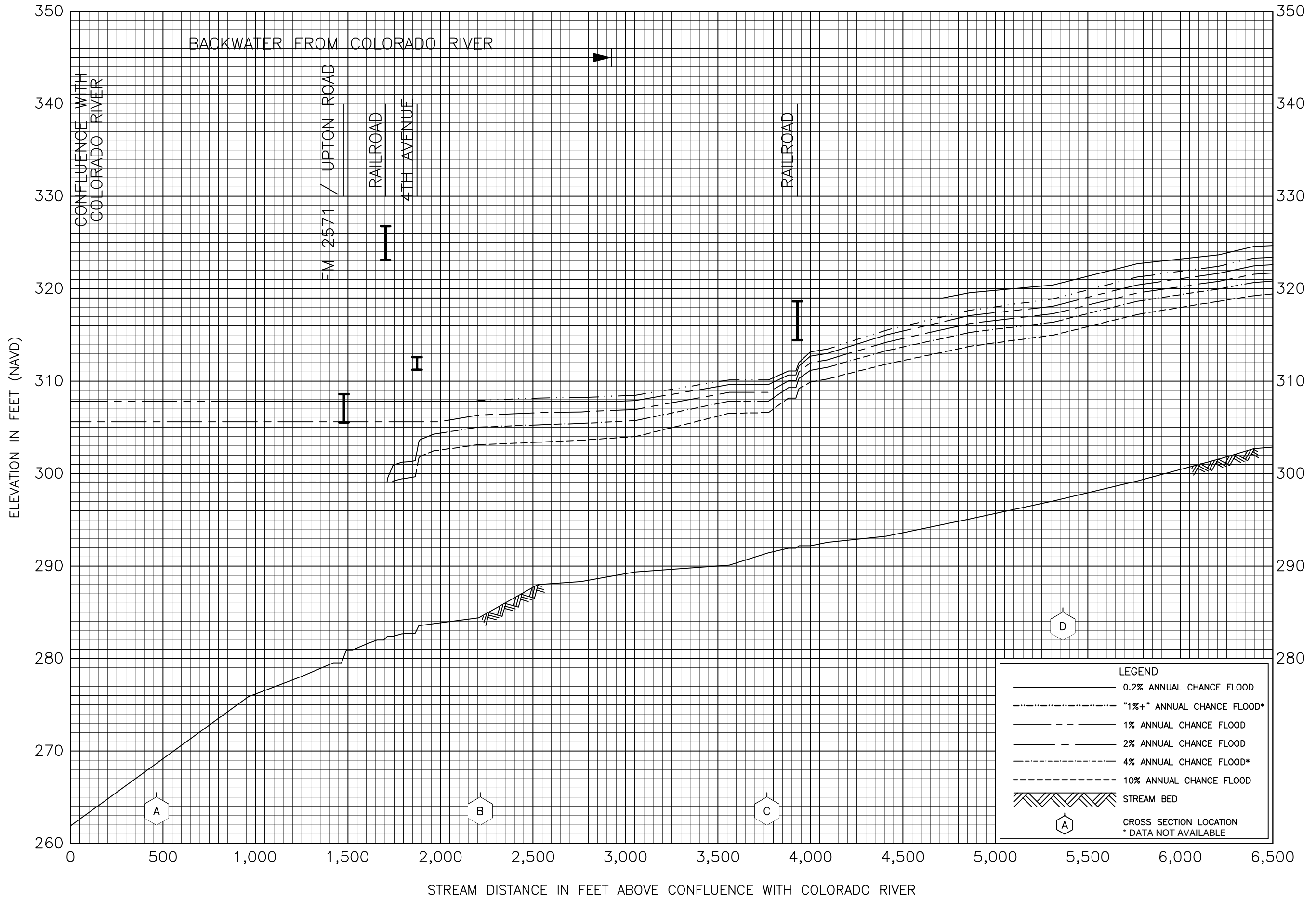


FLOOD PROFILES

DRY CREEK EAST

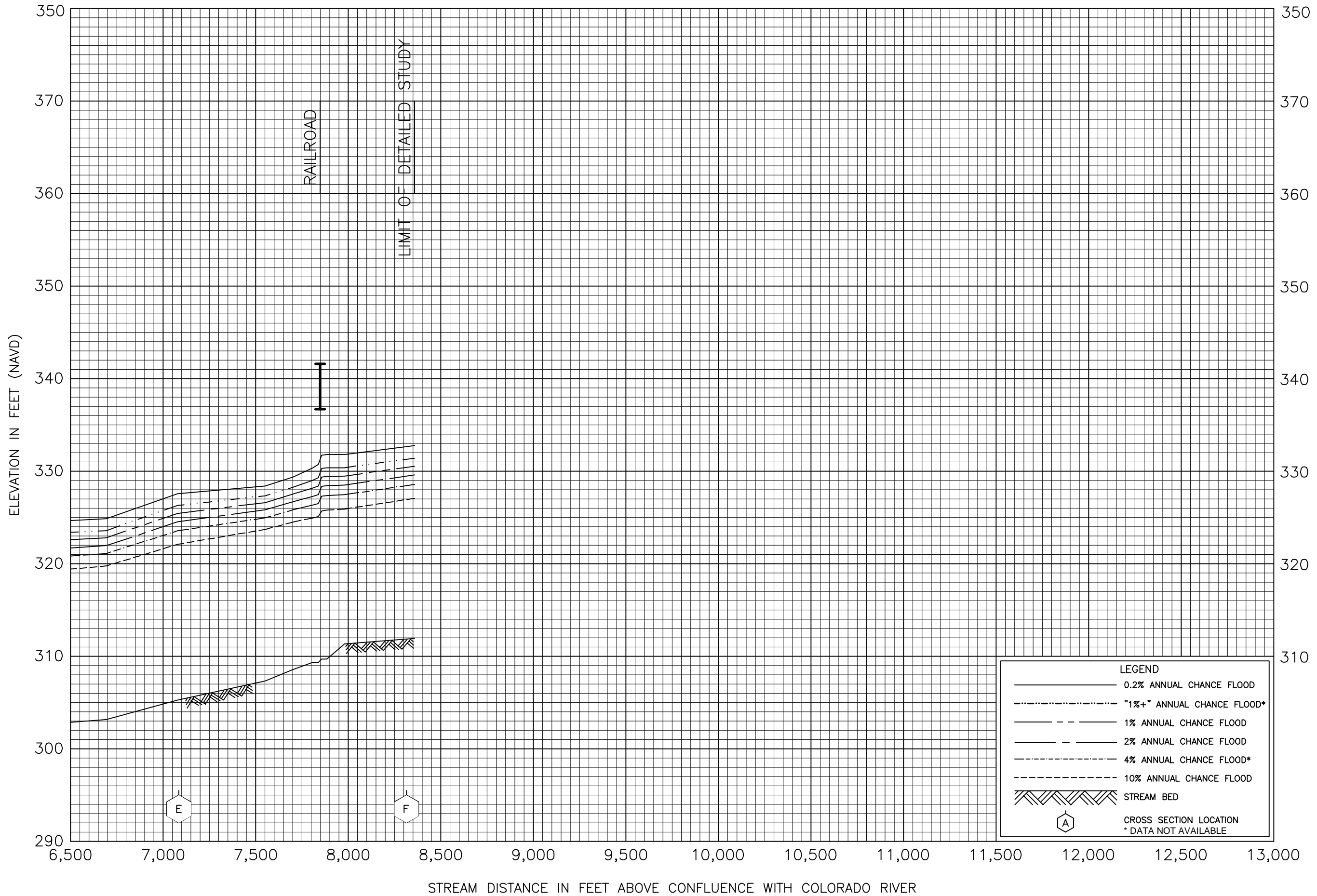
FEDERAL EMERGENCY MANAGEMENT AGENCY

BASTROP COUNTY, TX
AND INCORPORATED AREAS



FLOOD PROFILES
GAZLEY CREEK

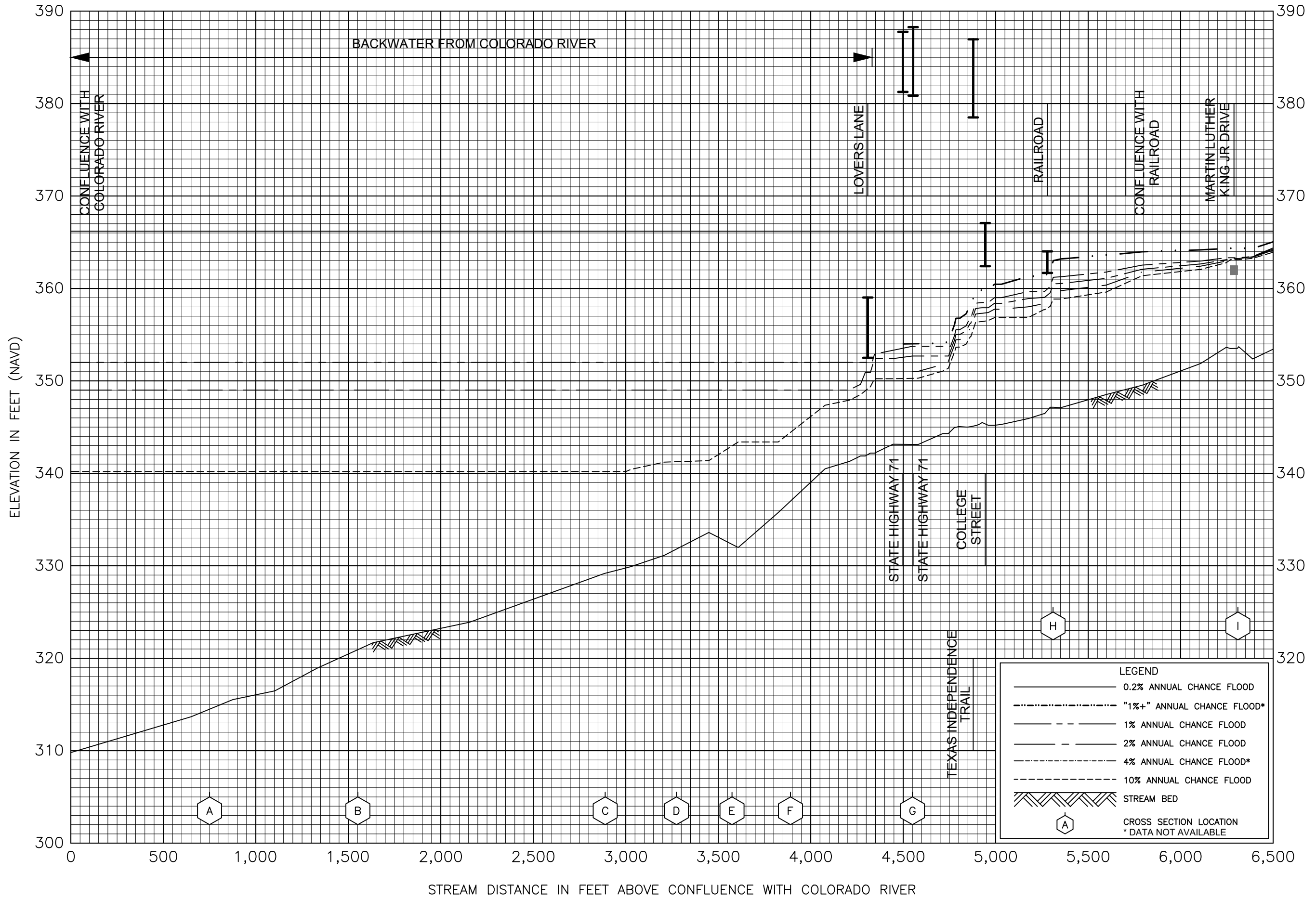
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS



FLOOD PROFILES
GAZLEY CREEK

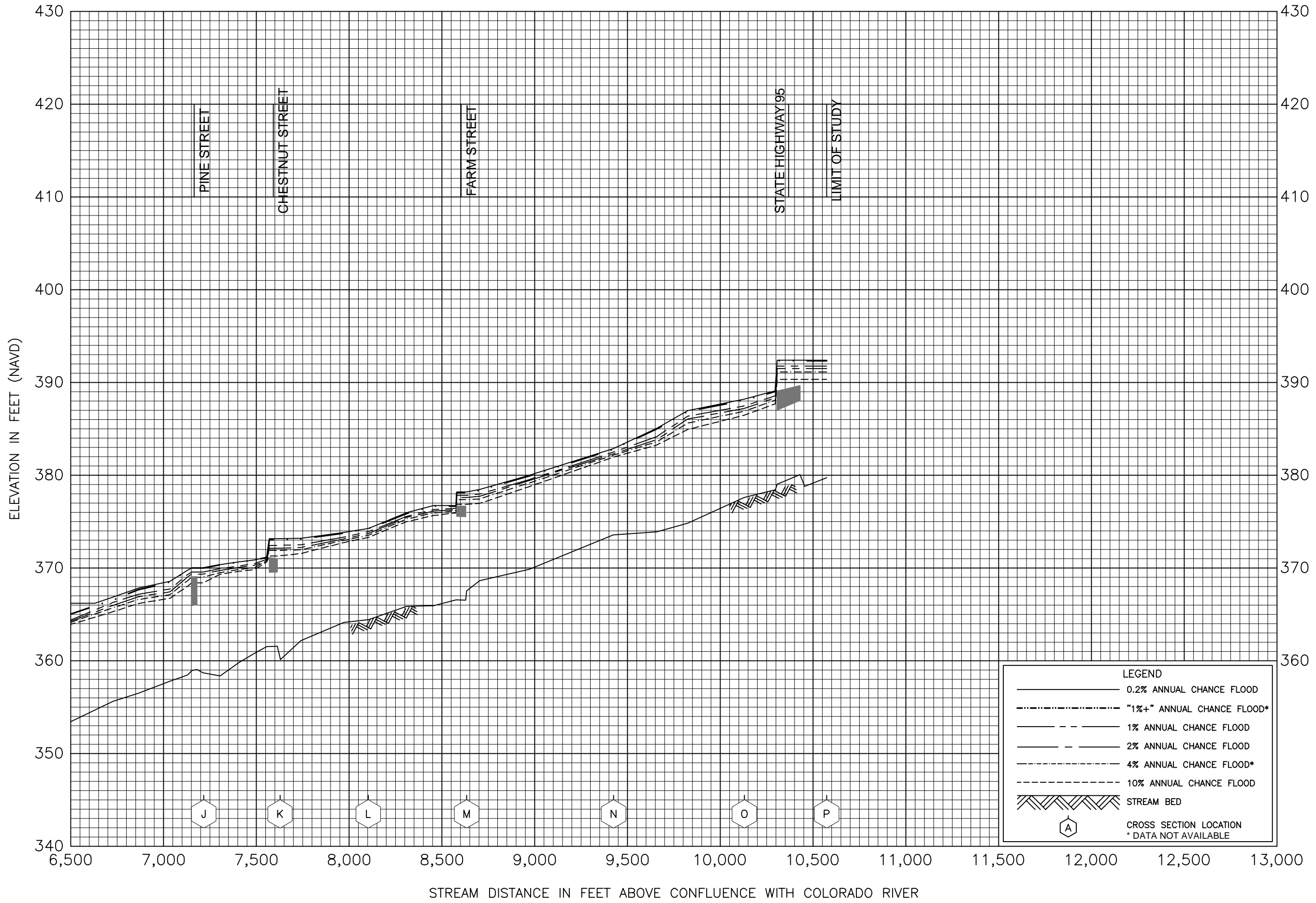
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

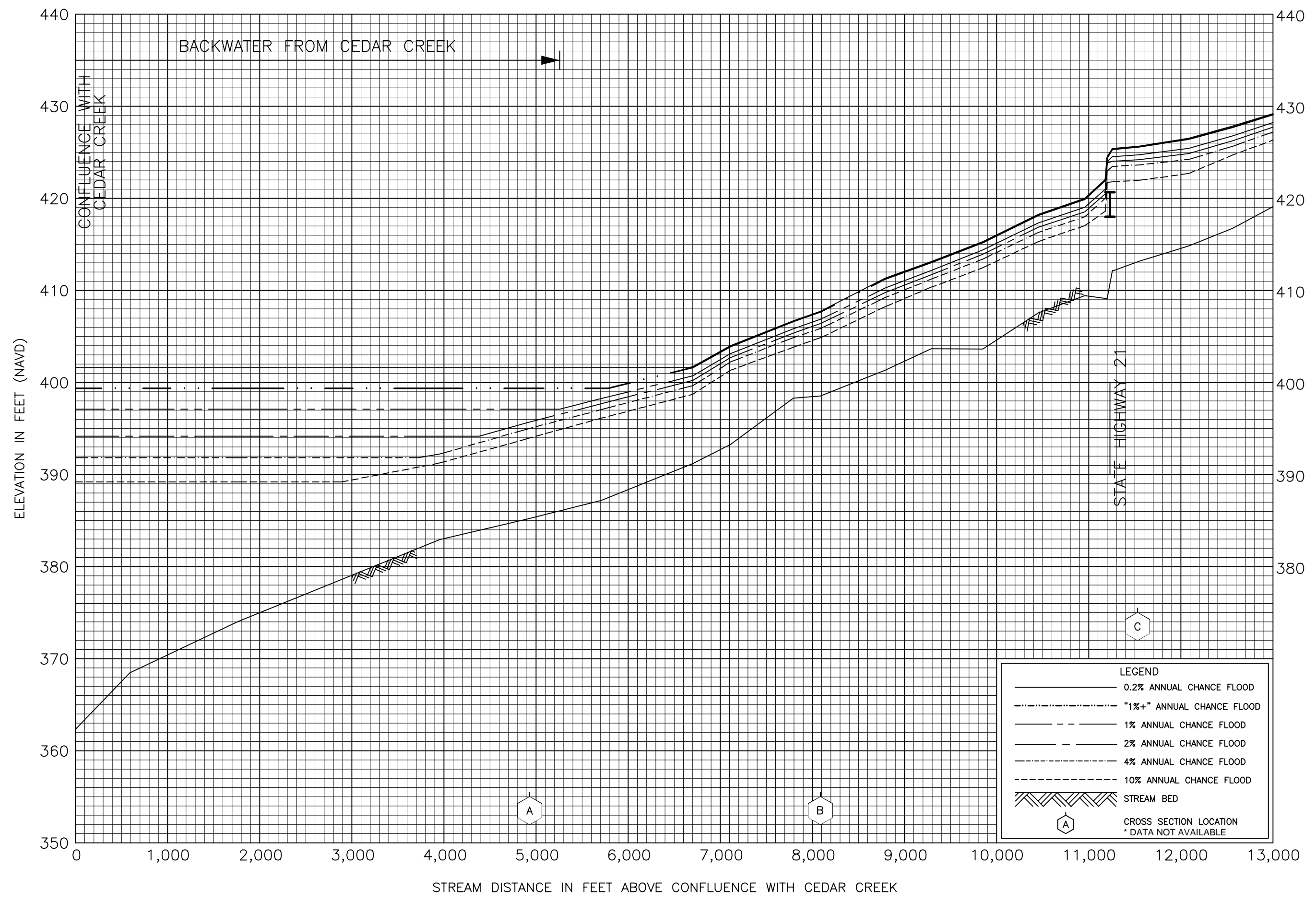
29P



FLOOD PROFILES
GILLS BRANCH

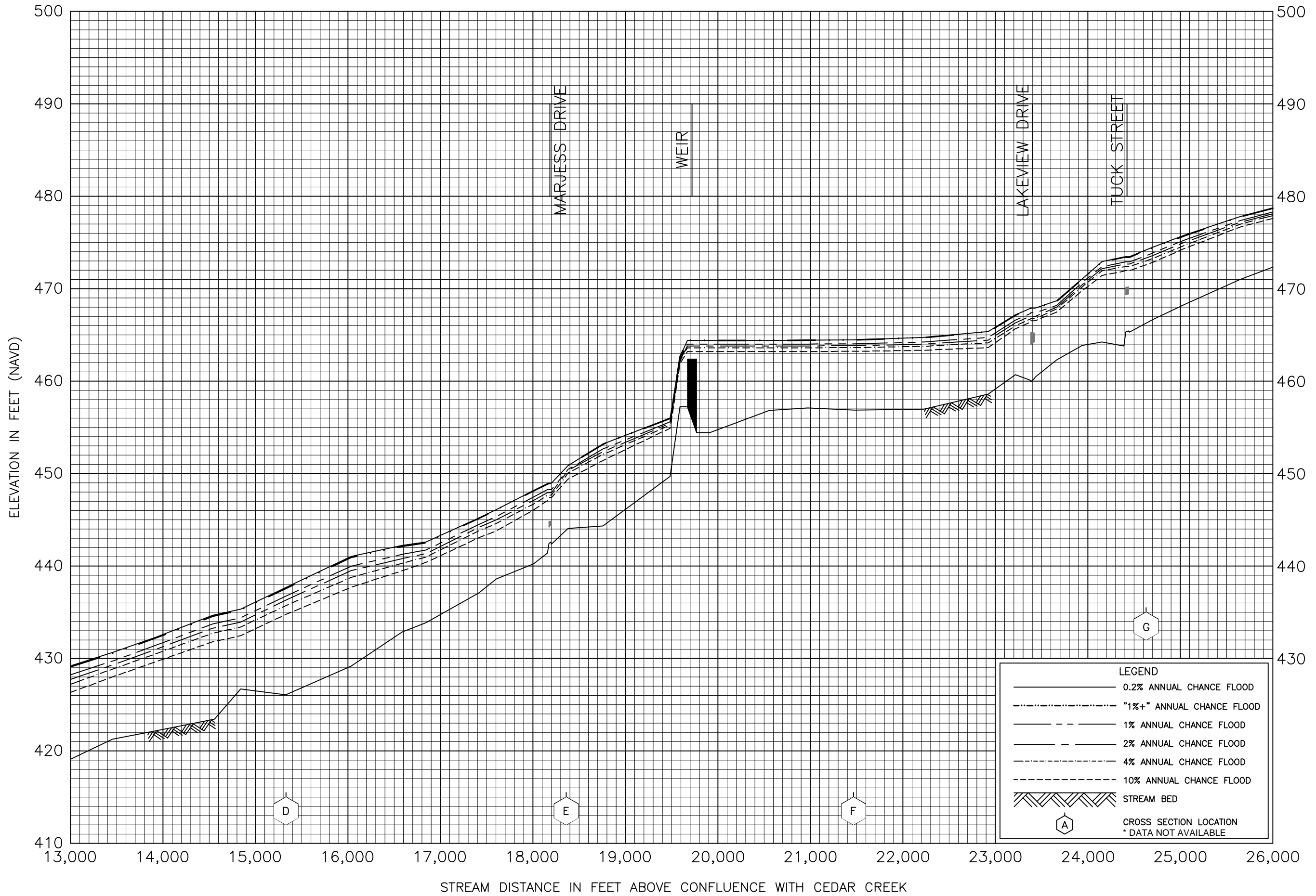
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS





FEDERAL EMERGENCY MANAGEMENT AGENCY
 BASTROP COUNTY, TX
 AND INCORPORATED AREAS

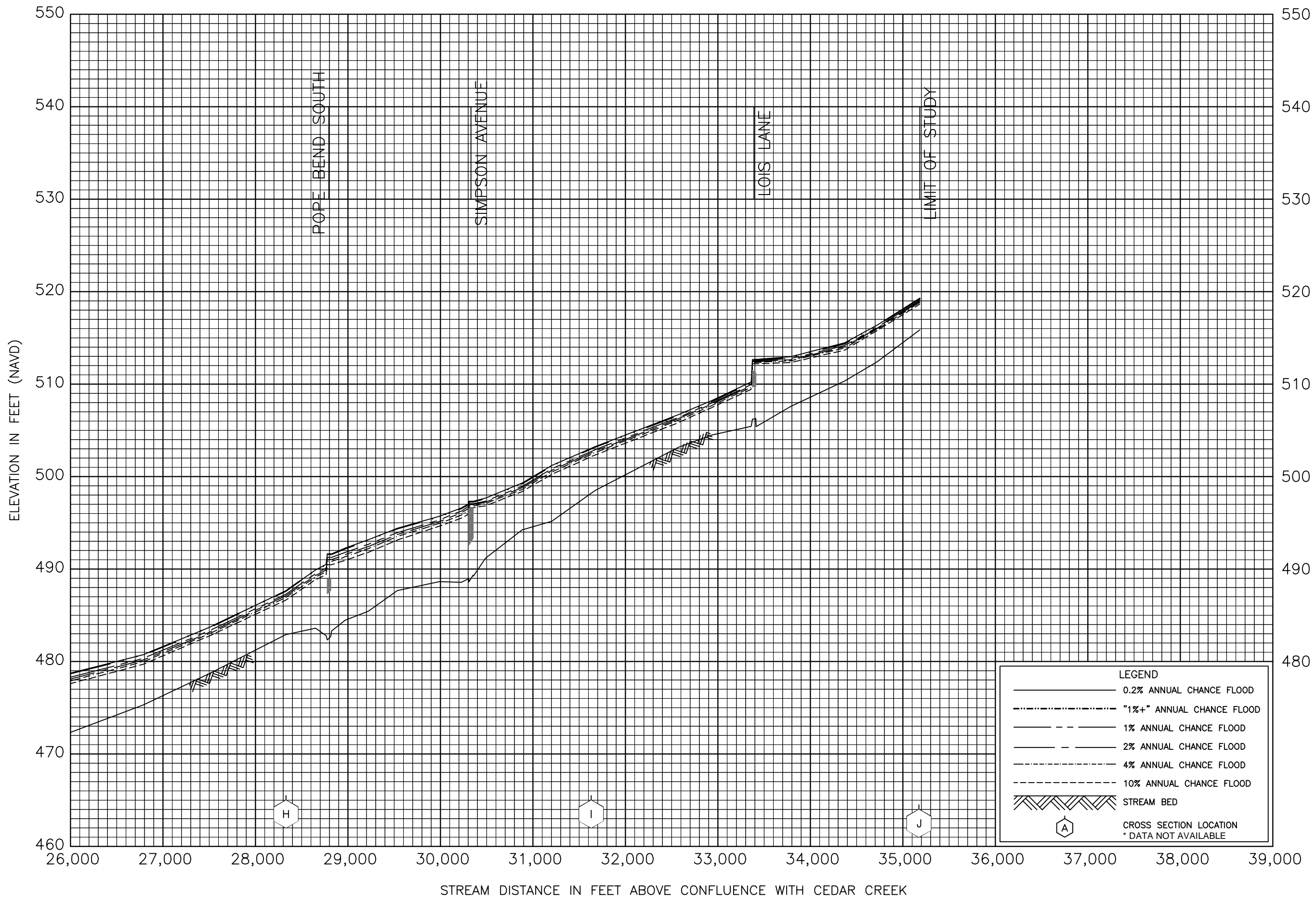
FLOOD PROFILES
 GREENS CREEK



FLOOD PROFILES
GREENS CREEK

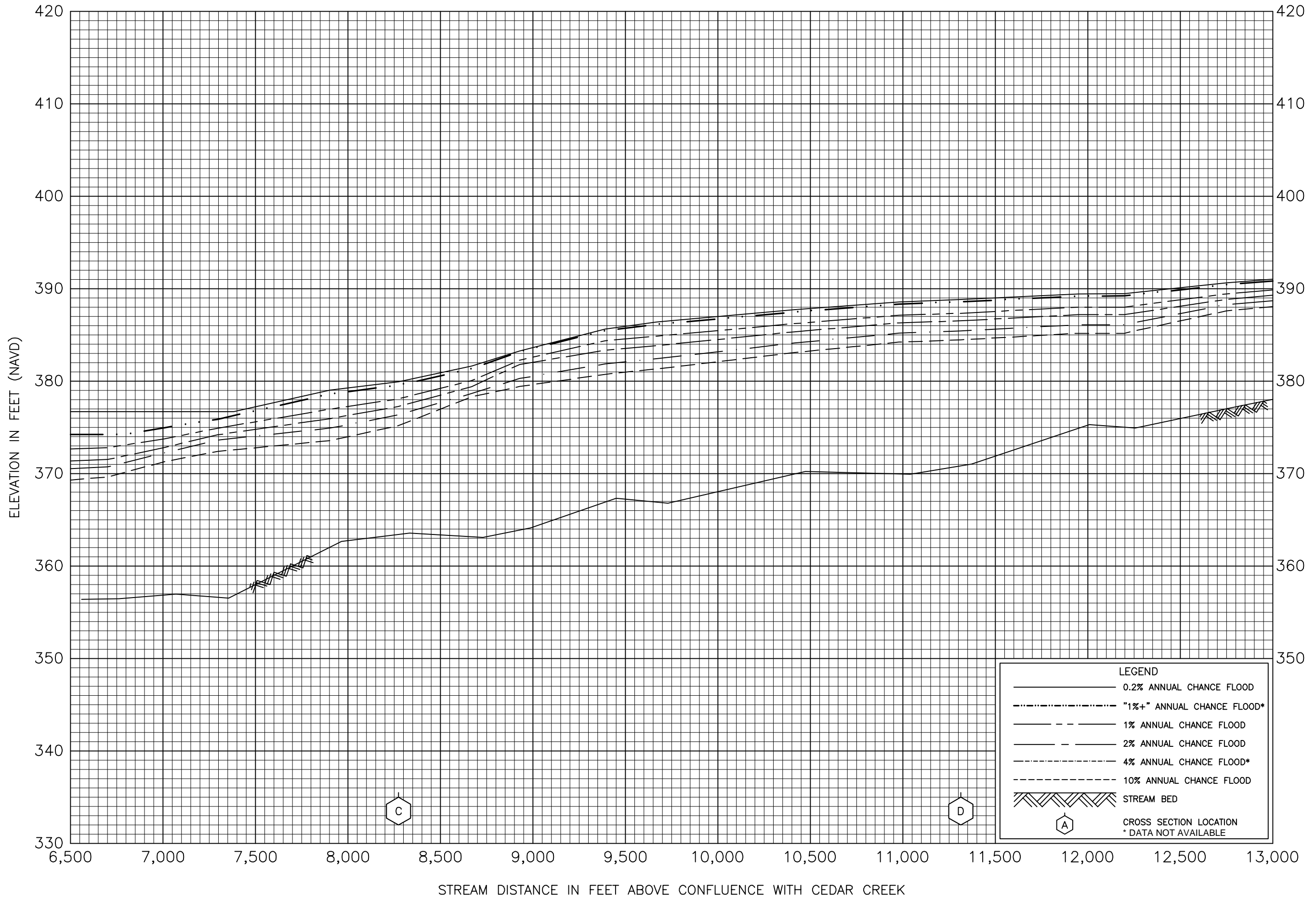
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

33P



FLOOD PROFILES
GREENS CREEK

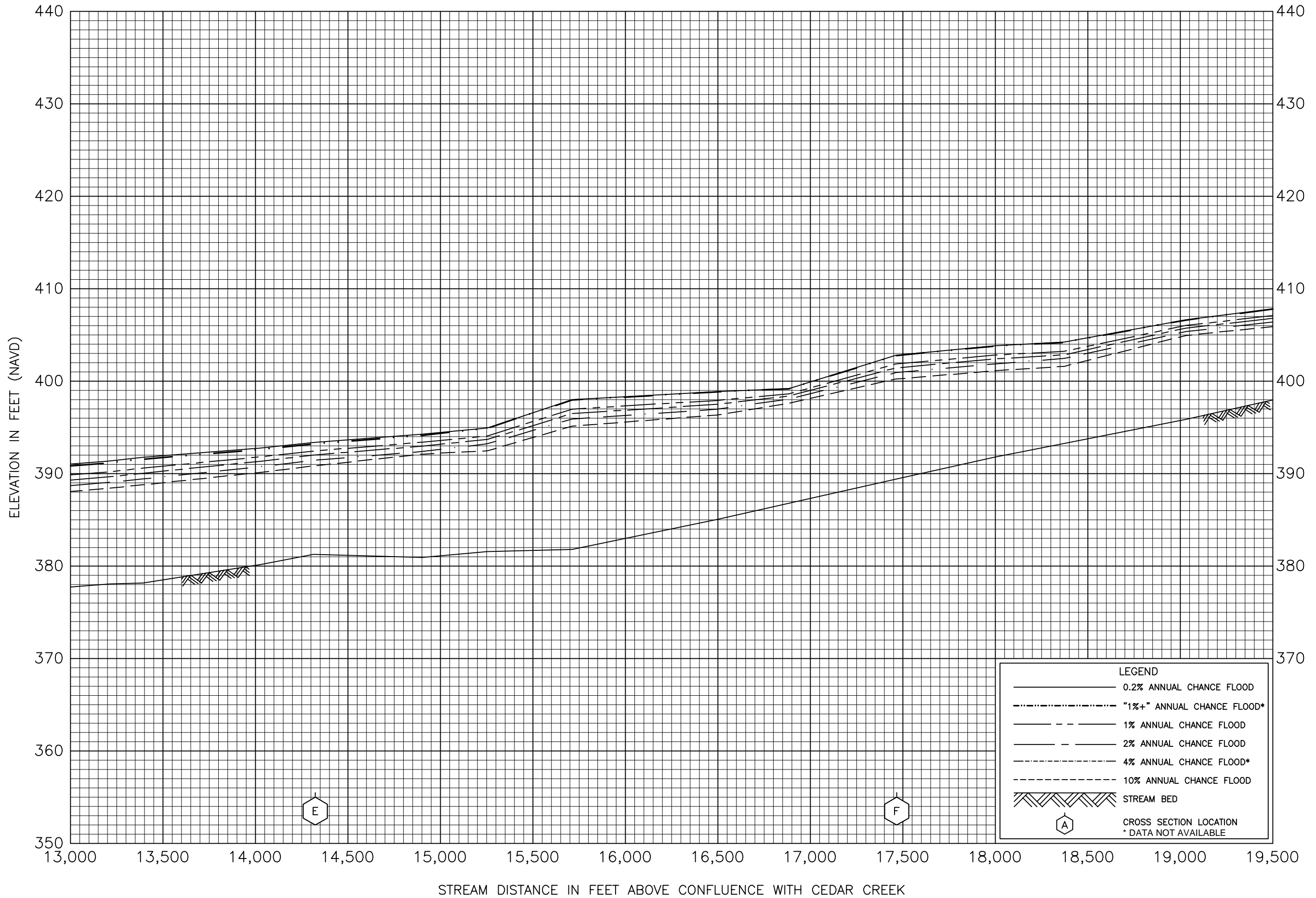
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS



FLOOD PROFILES
LONG BRANCH

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

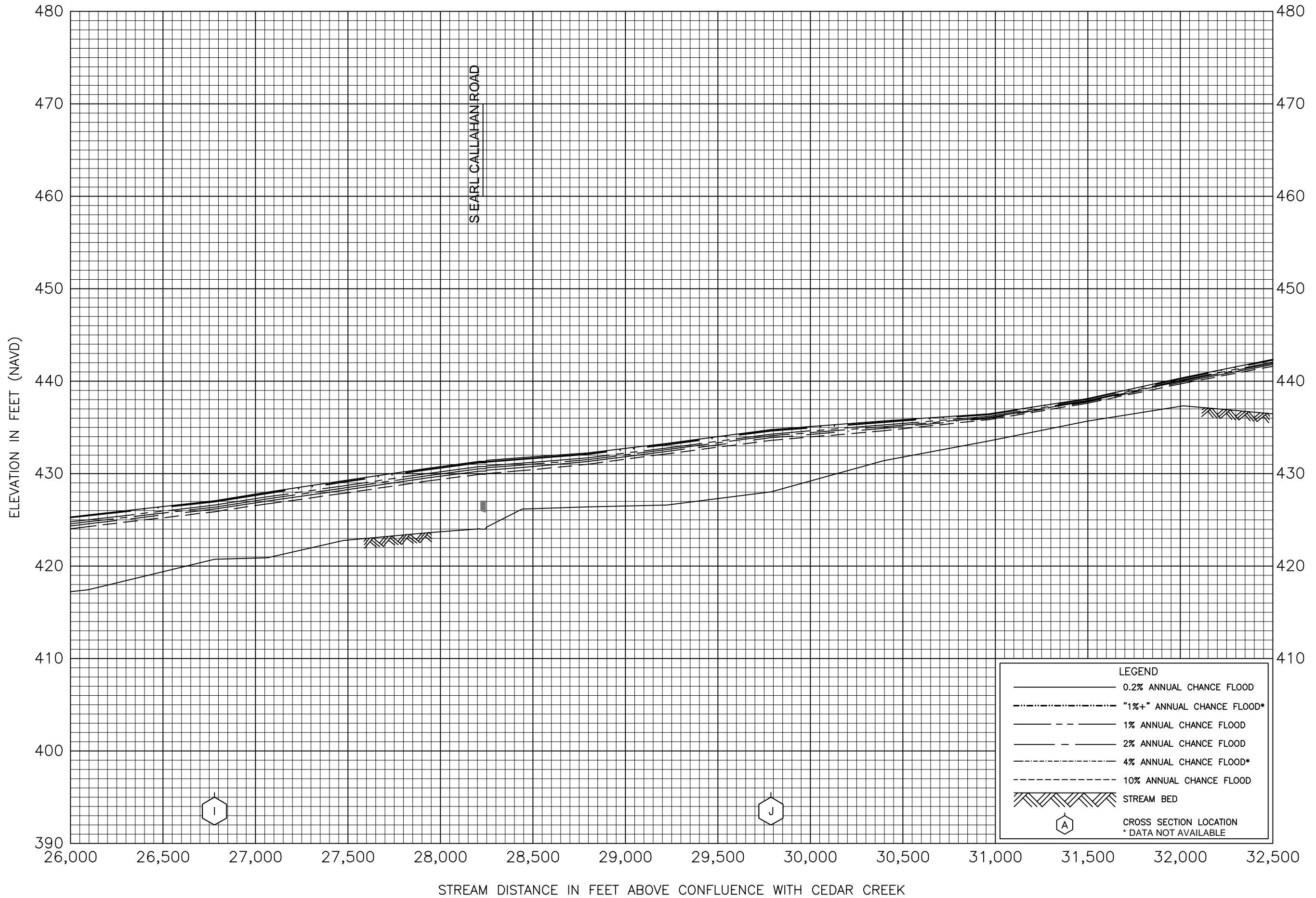
36P



FLOOD PROFILES
LONG BRANCH

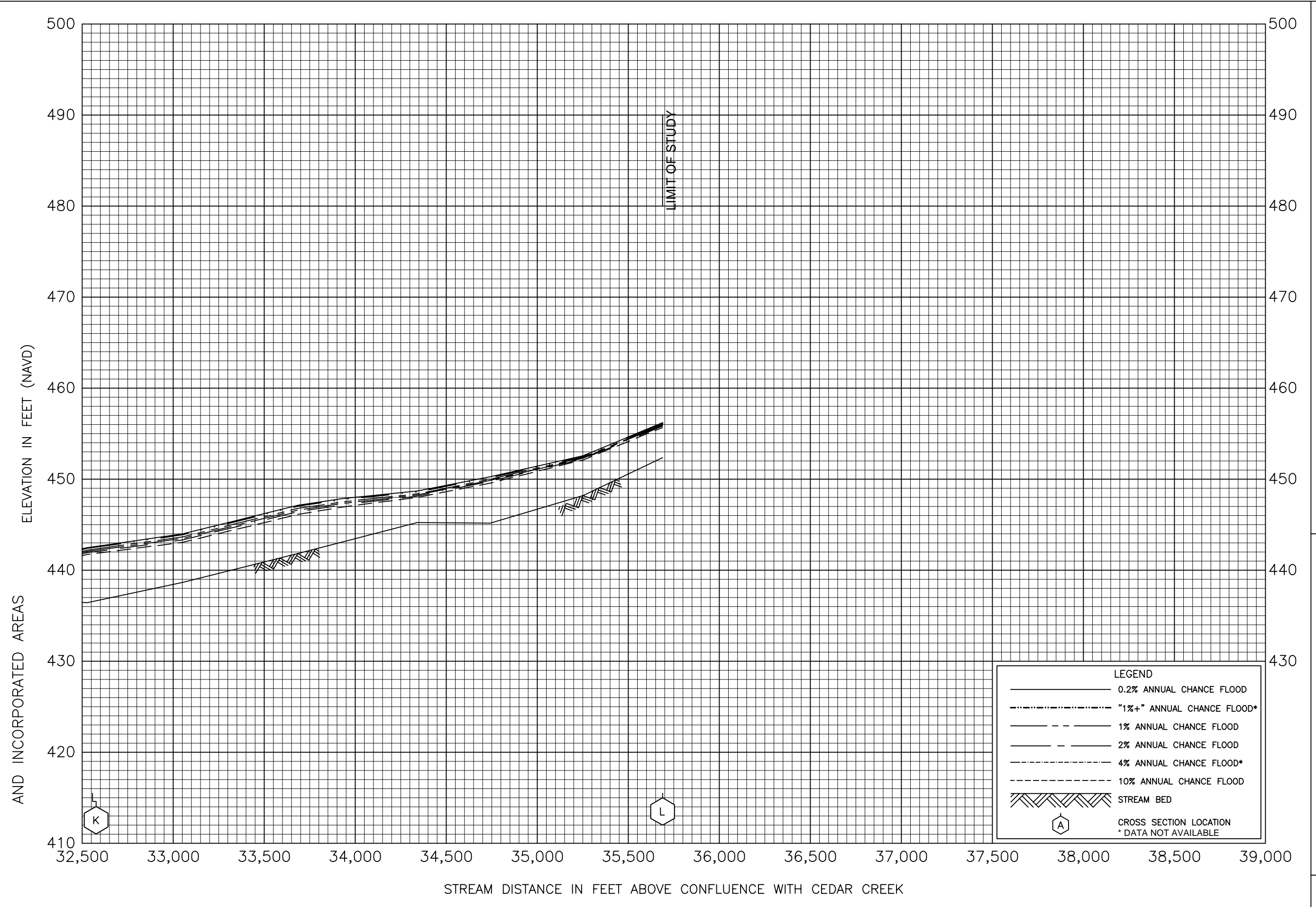
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

37P



FLOOD PROFILES
LONG BRANCH

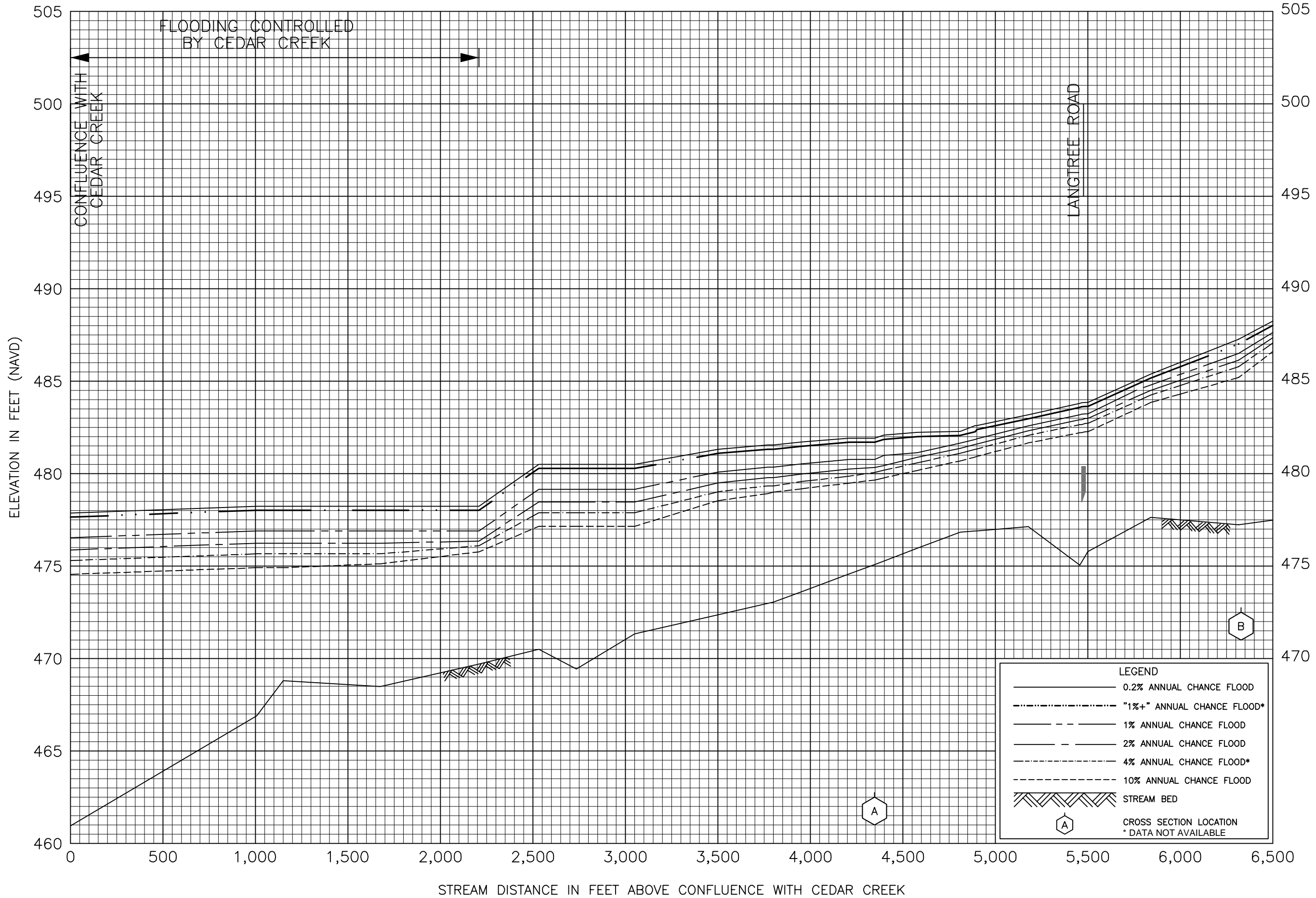
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS



FLOOD PROFILES
LONG BRANCH

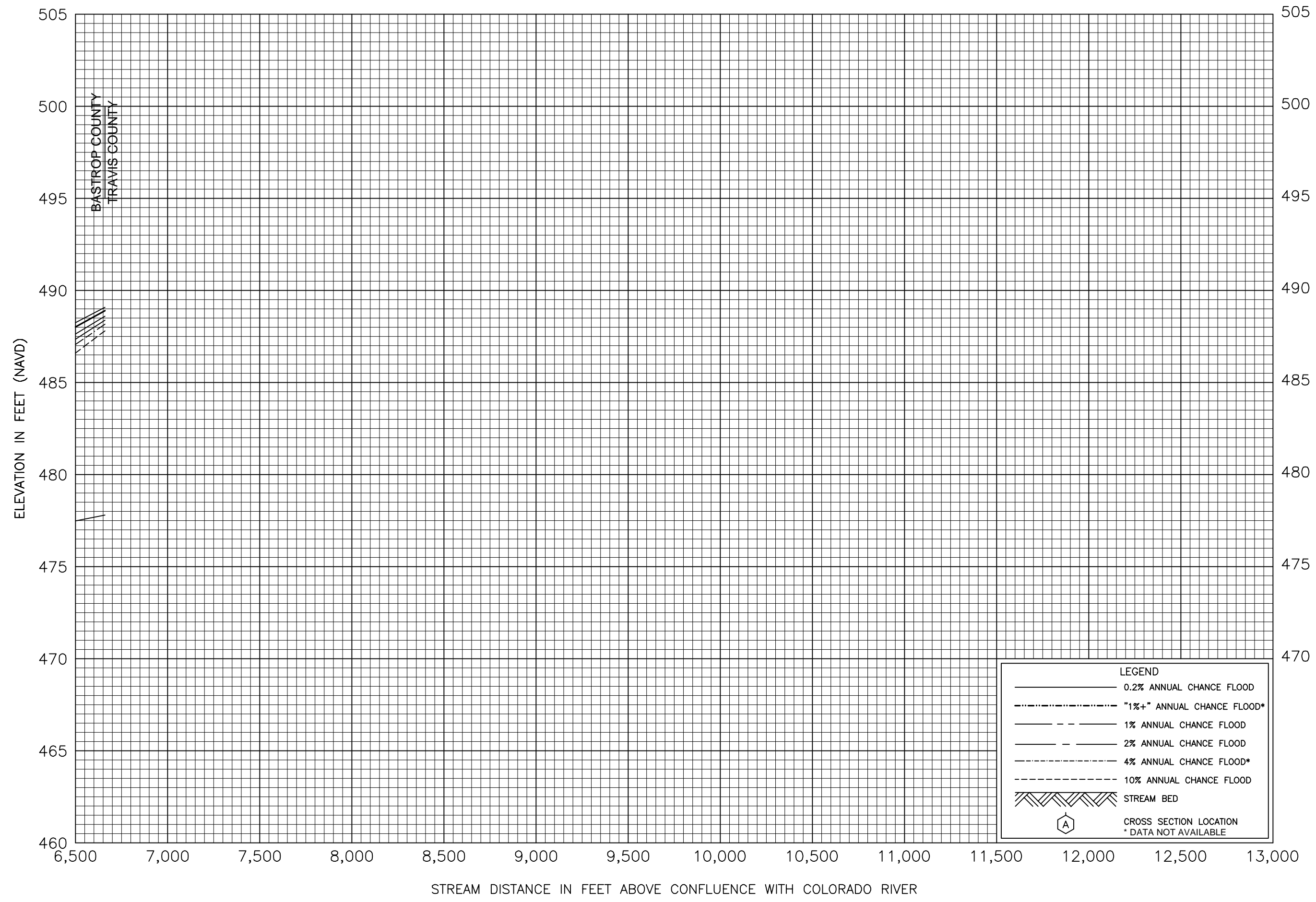
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

40P



FLOOD PROFILES
LYTTON SPRINGS CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

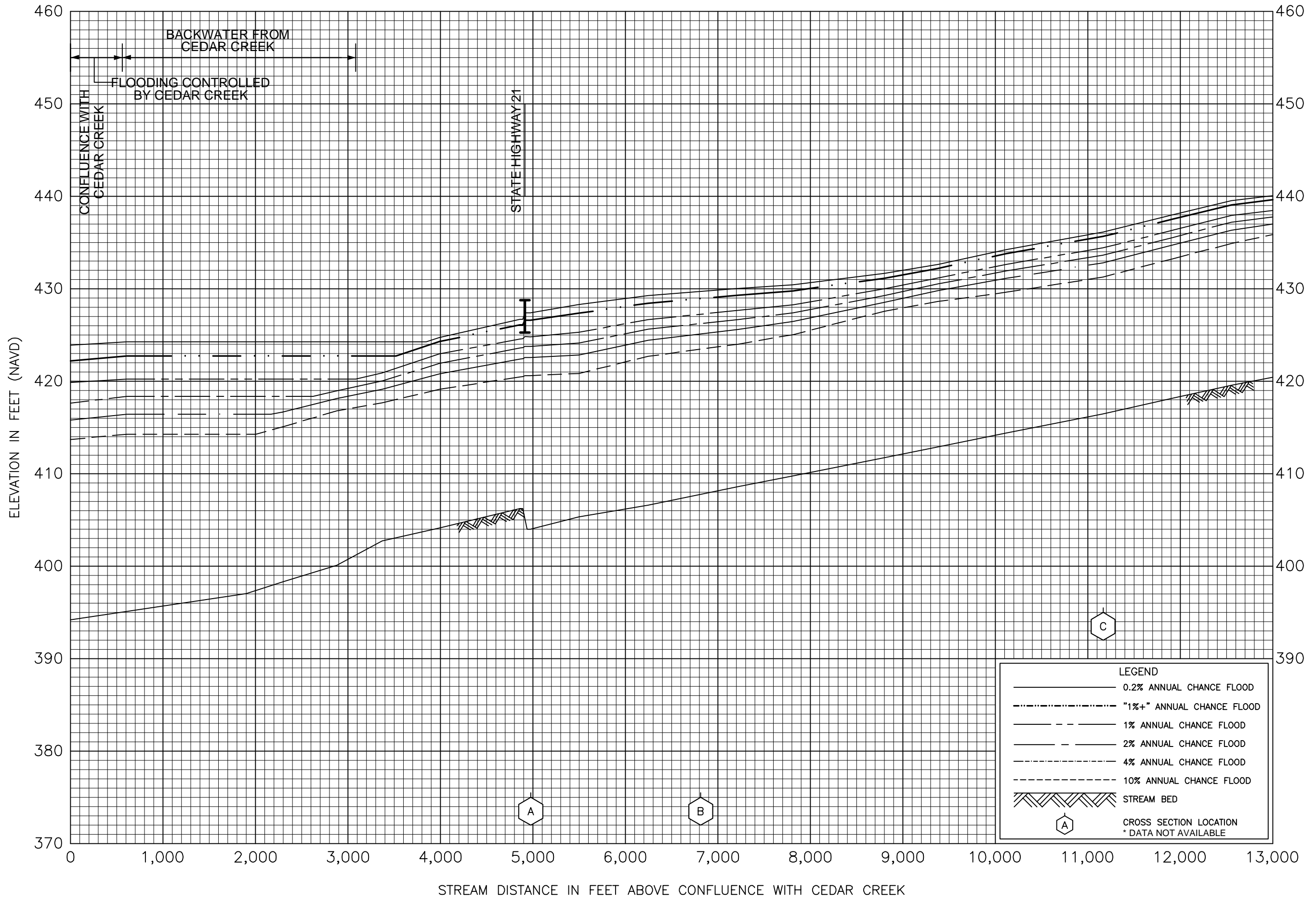


BASTROP COUNTY
TRAVIS COUNTY

FLOOD PROFILES
LYTTON SPRINGS CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

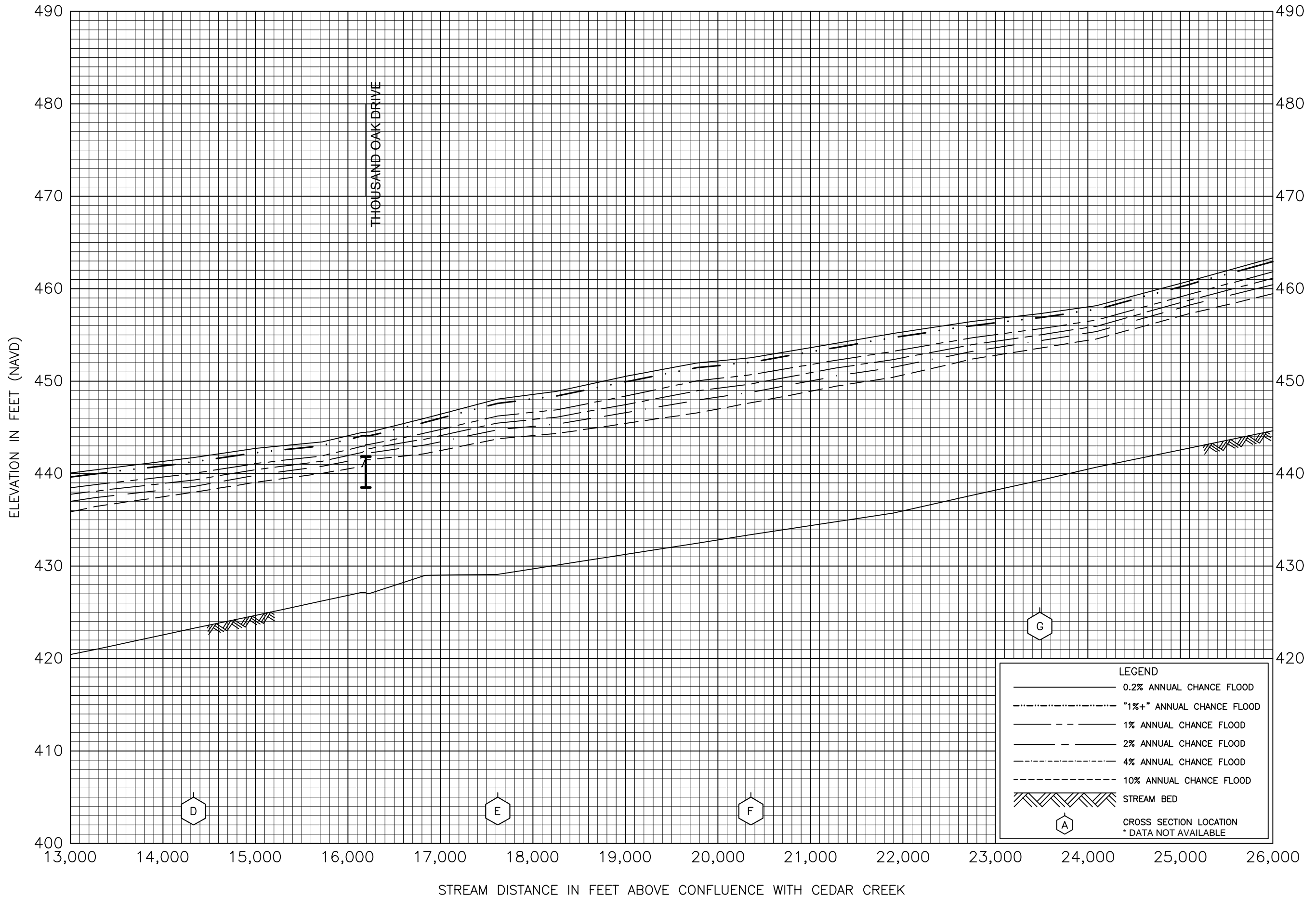
42P



FLOOD PROFILES
MAHA CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

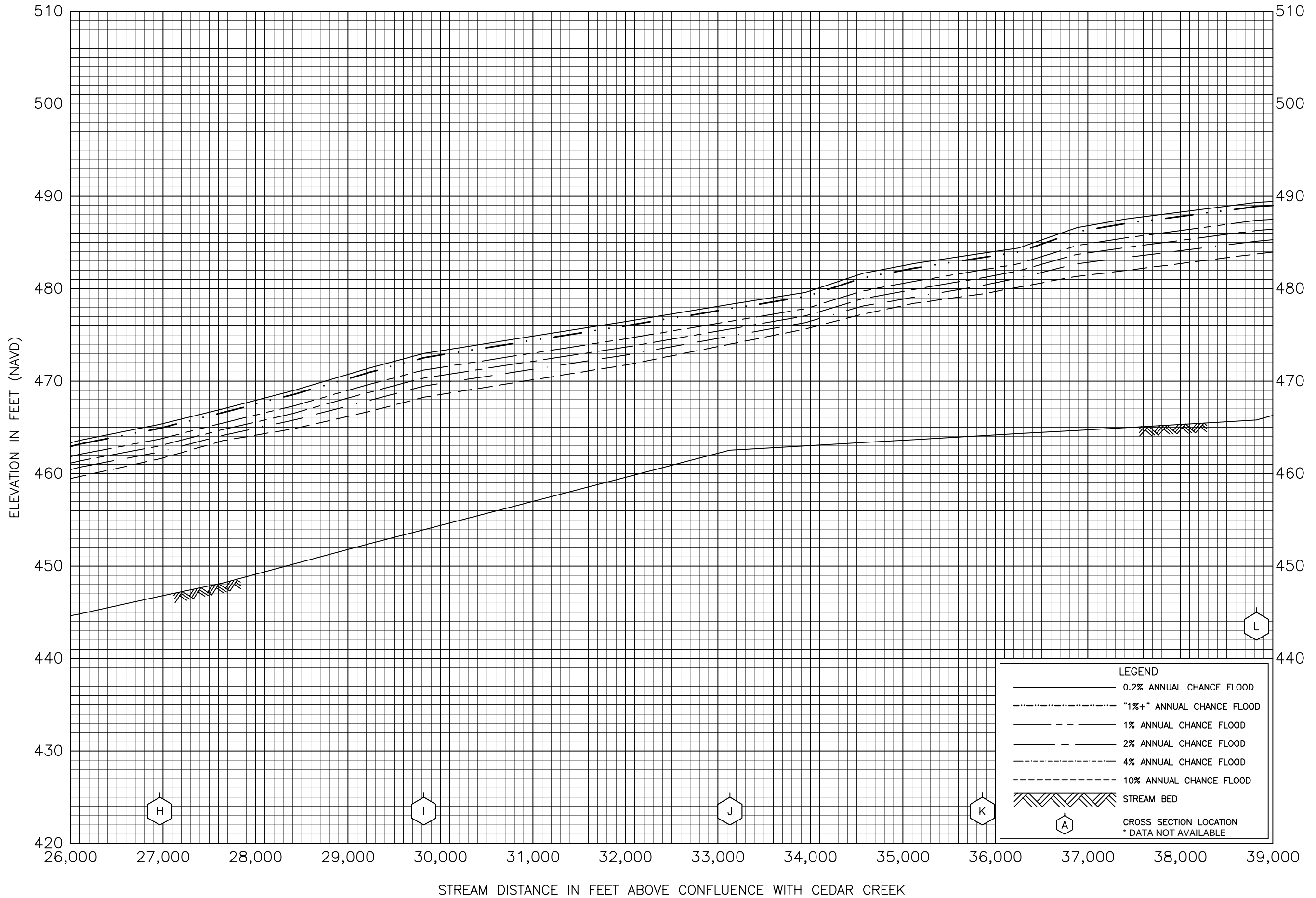
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FLOOD PROFILES

MAHA CREEK

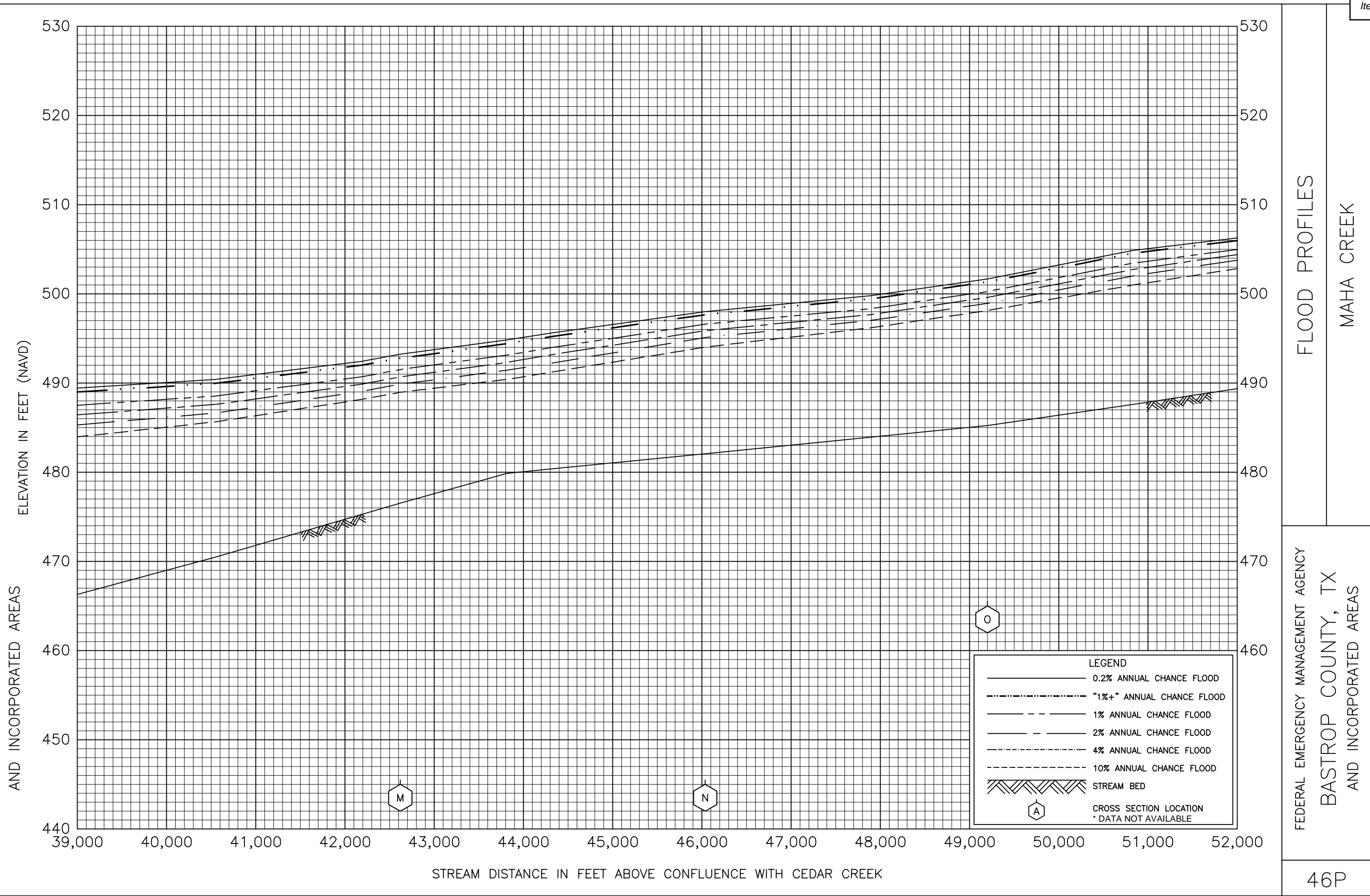
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

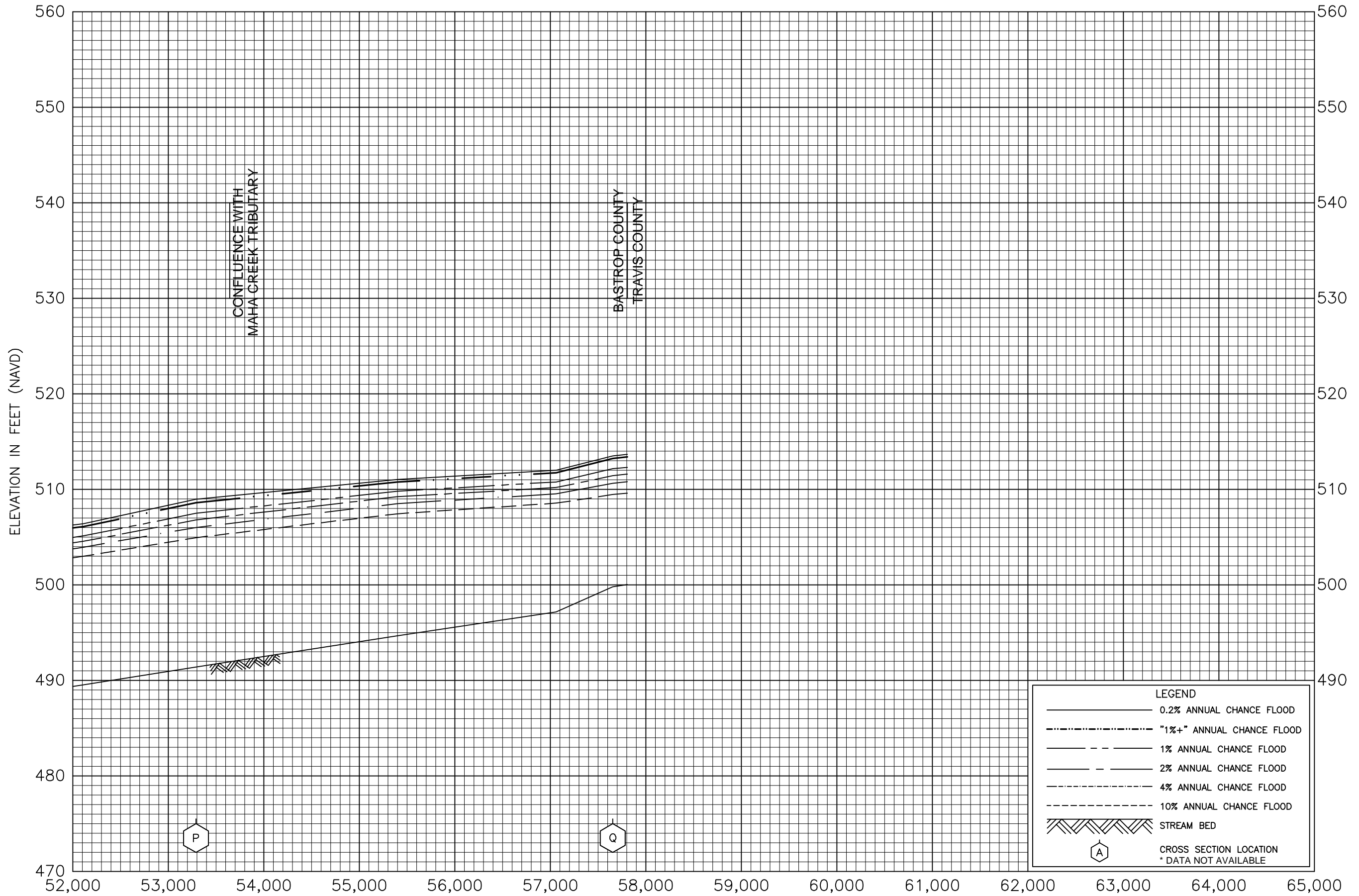


FLOOD PROFILES
MAHA CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

45P





FLOOD PROFILES

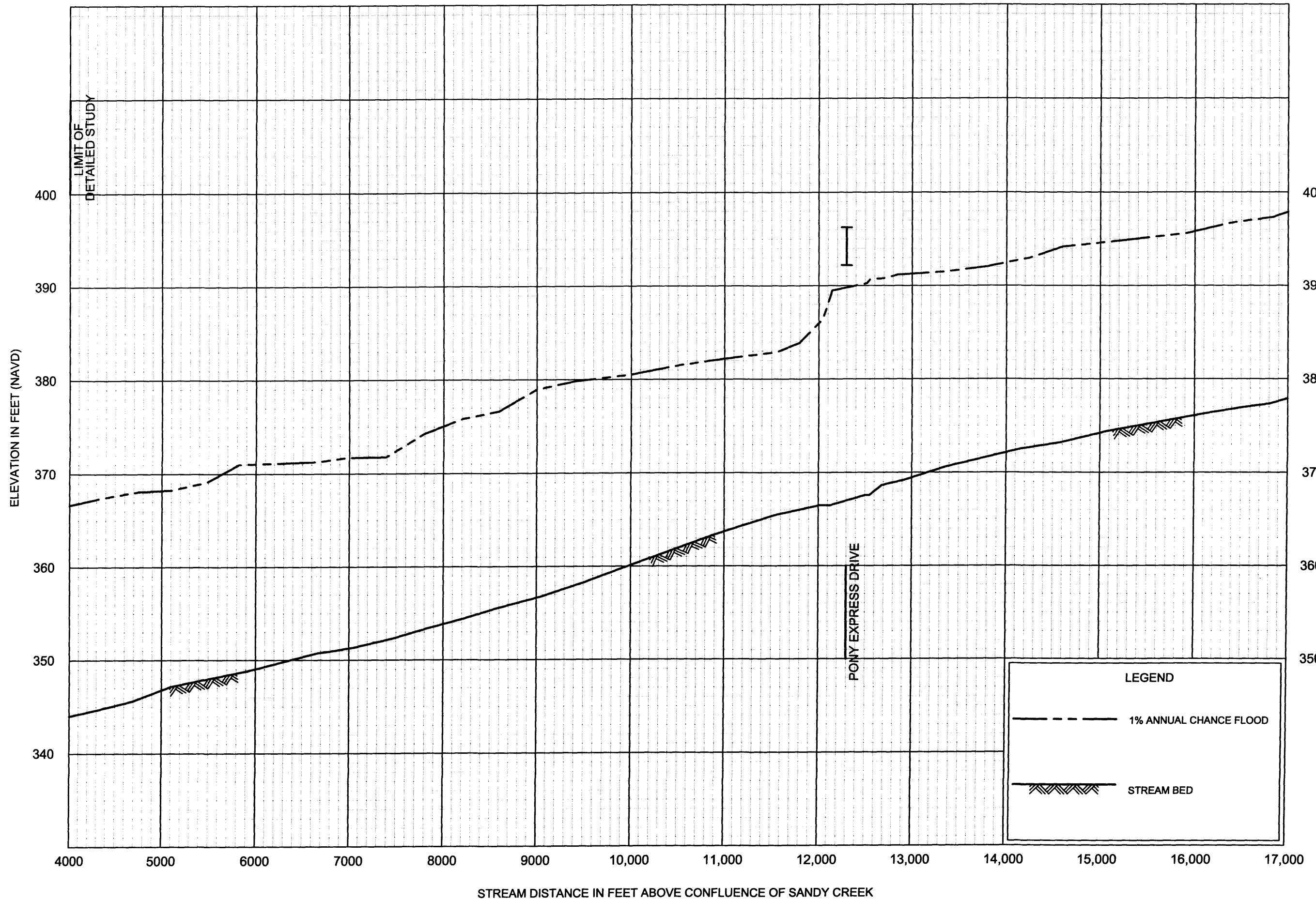
MAHA CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

BASTROP COUNTY, TX
AND INCORPORATED AREAS

47P

STREAM DISTANCE IN FEET ABOVE CONFLUENCE WITH CEDAR CREEK

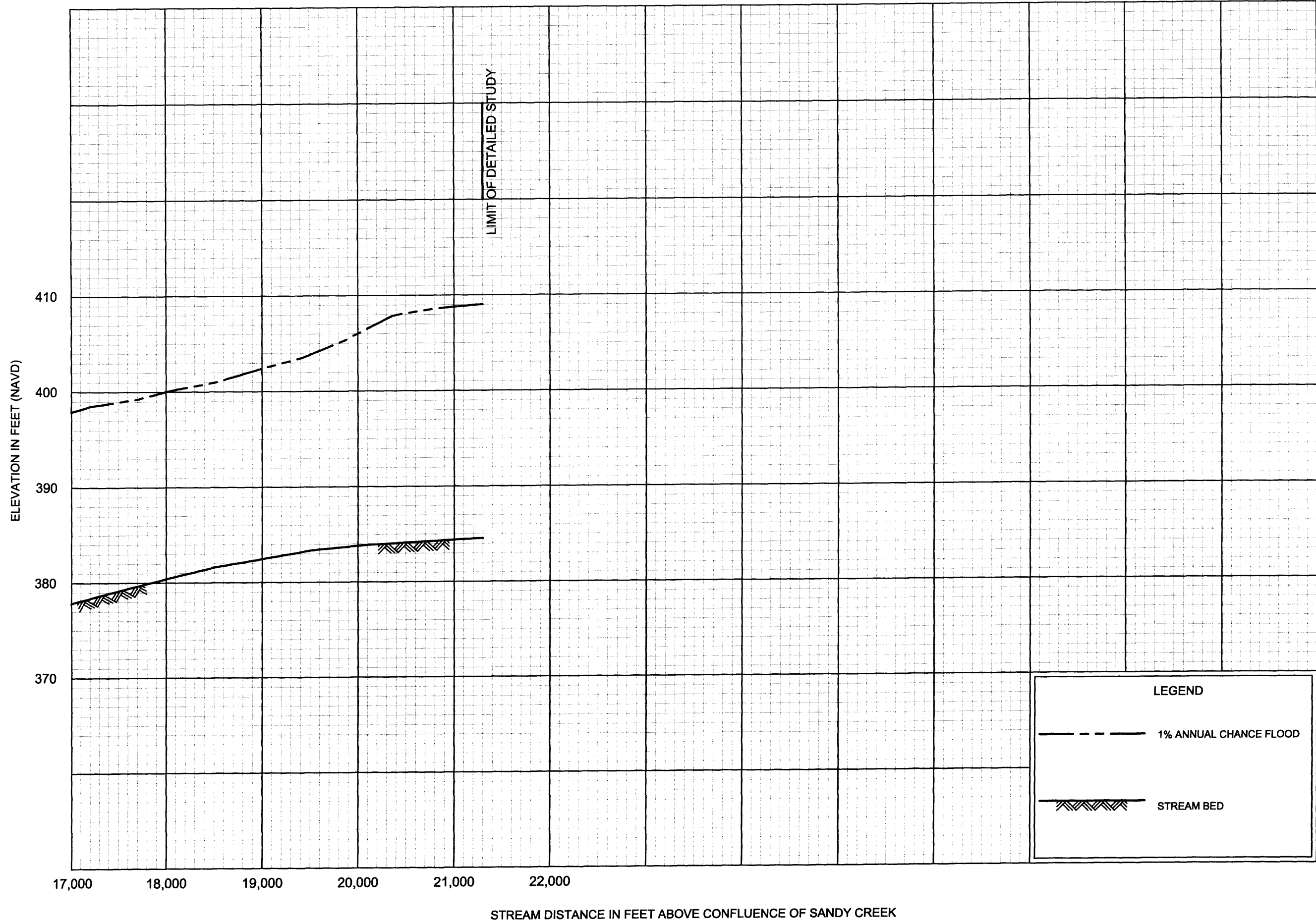


FLOOD PROFILES

PINEY CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

48P

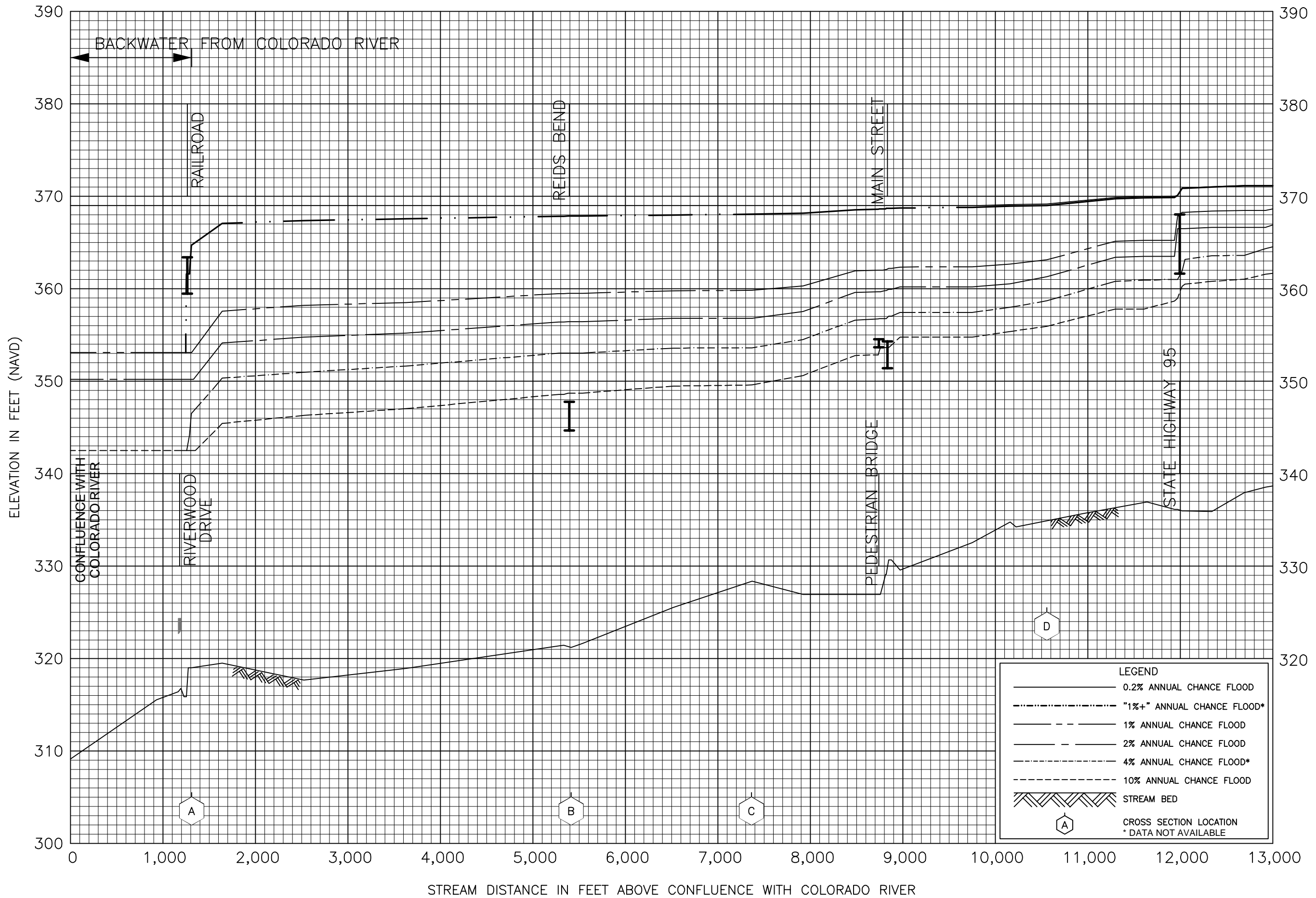


FLOOD PROFILES

PINEY CREEK

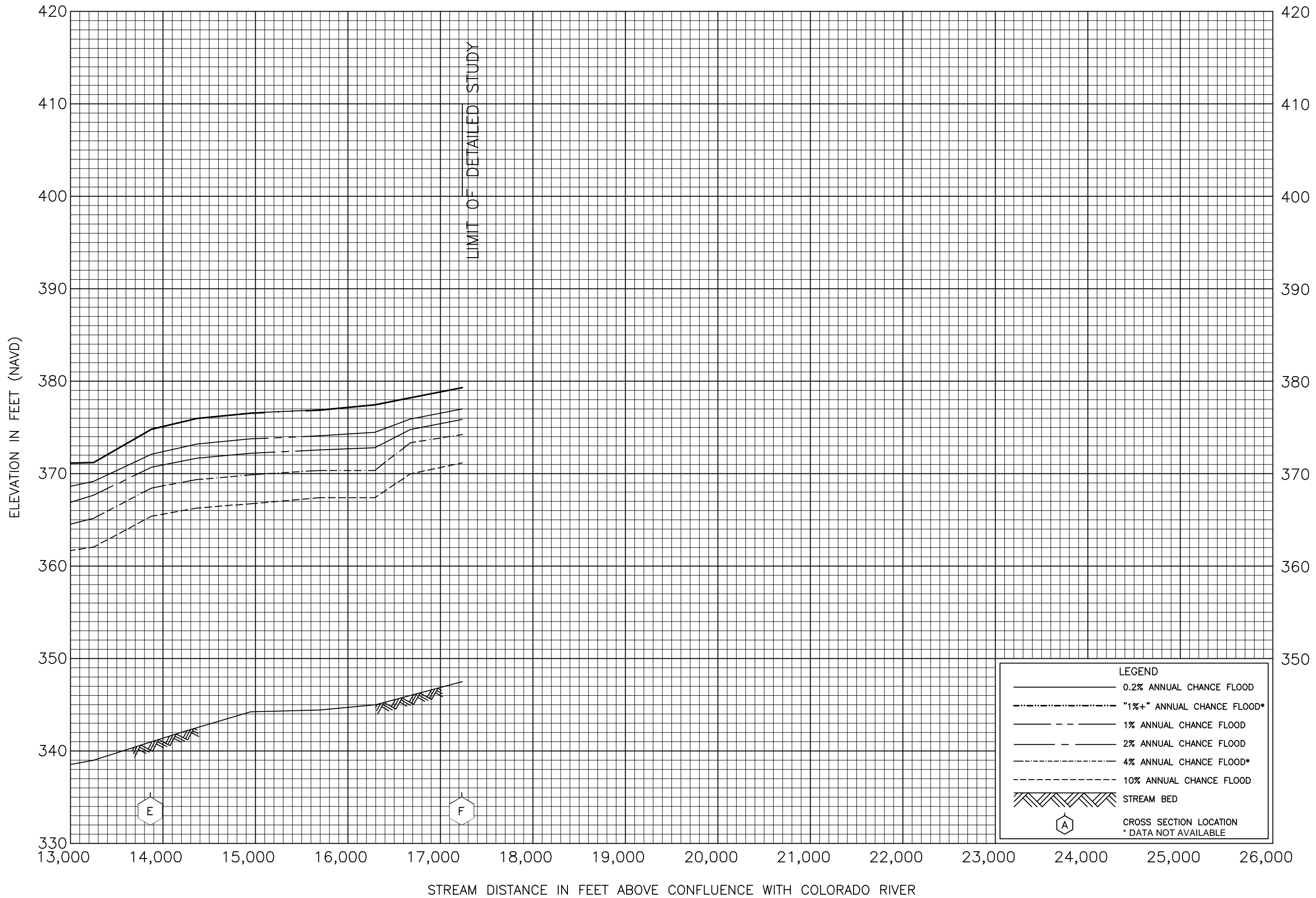
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

49P



FLOOD PROFILES
PINEY CREEK NORTH

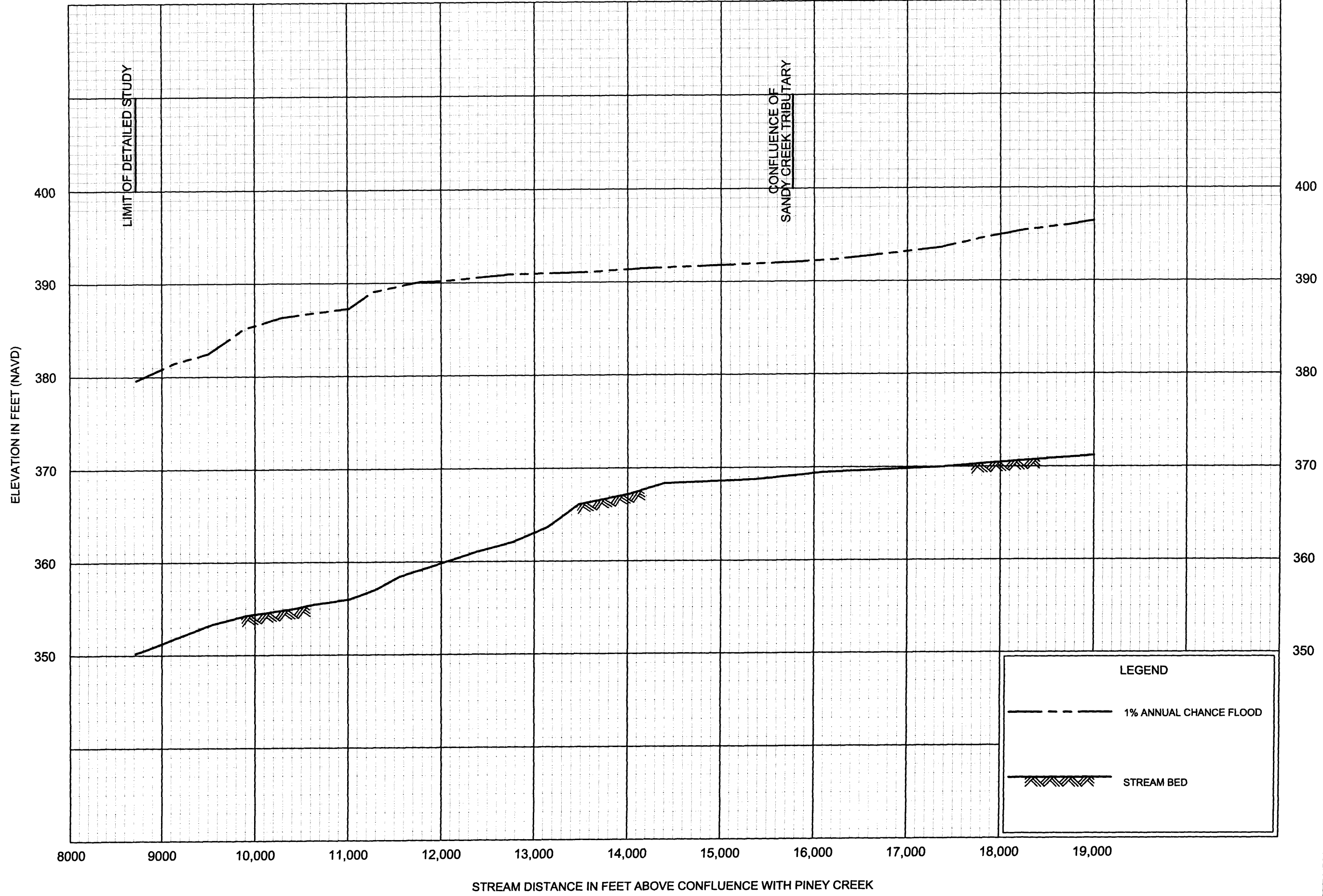
FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS



FLOOD PROFILES
PINEY CREEK NORTH

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

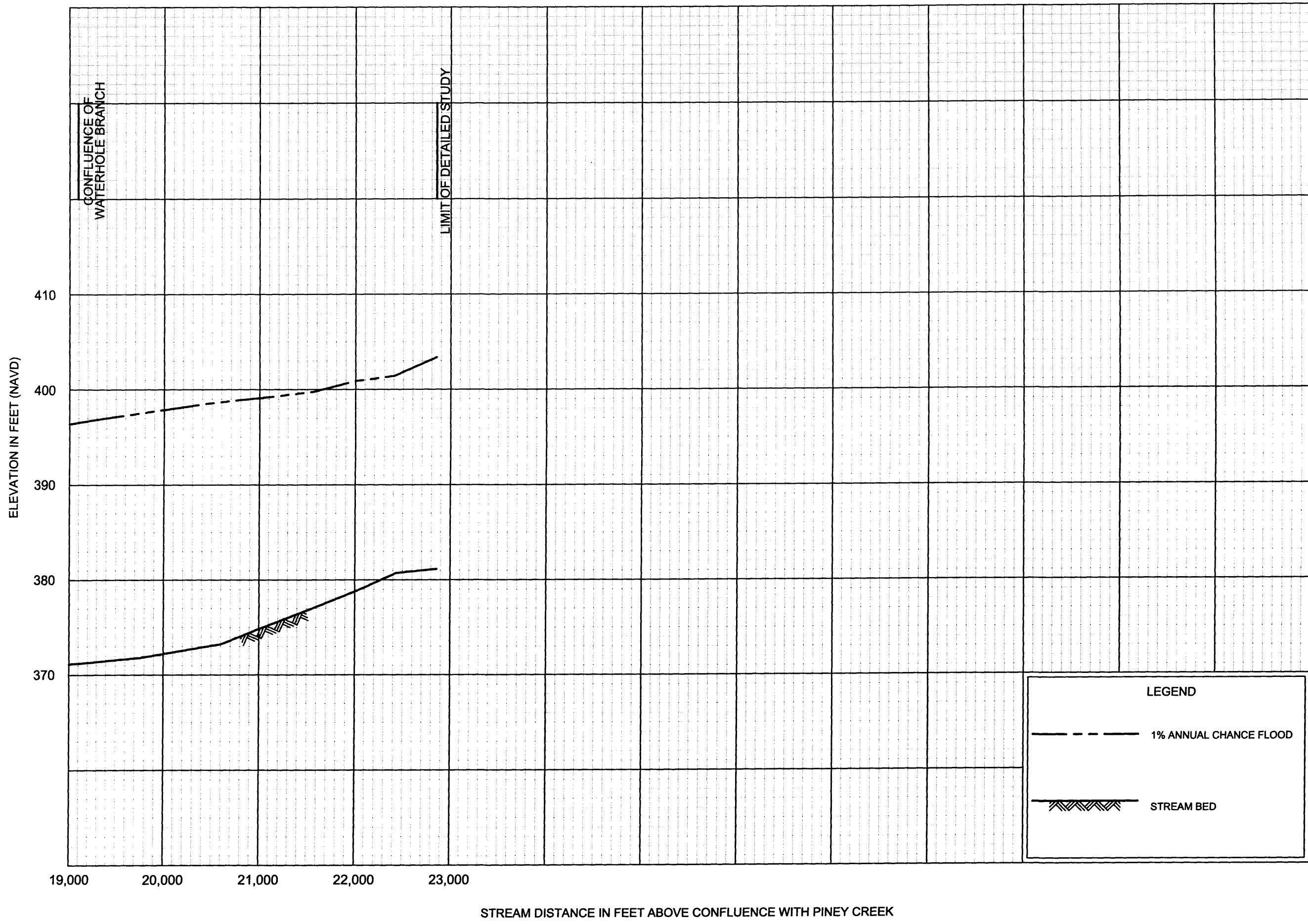
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FLOOD PROFILES
SANDY CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

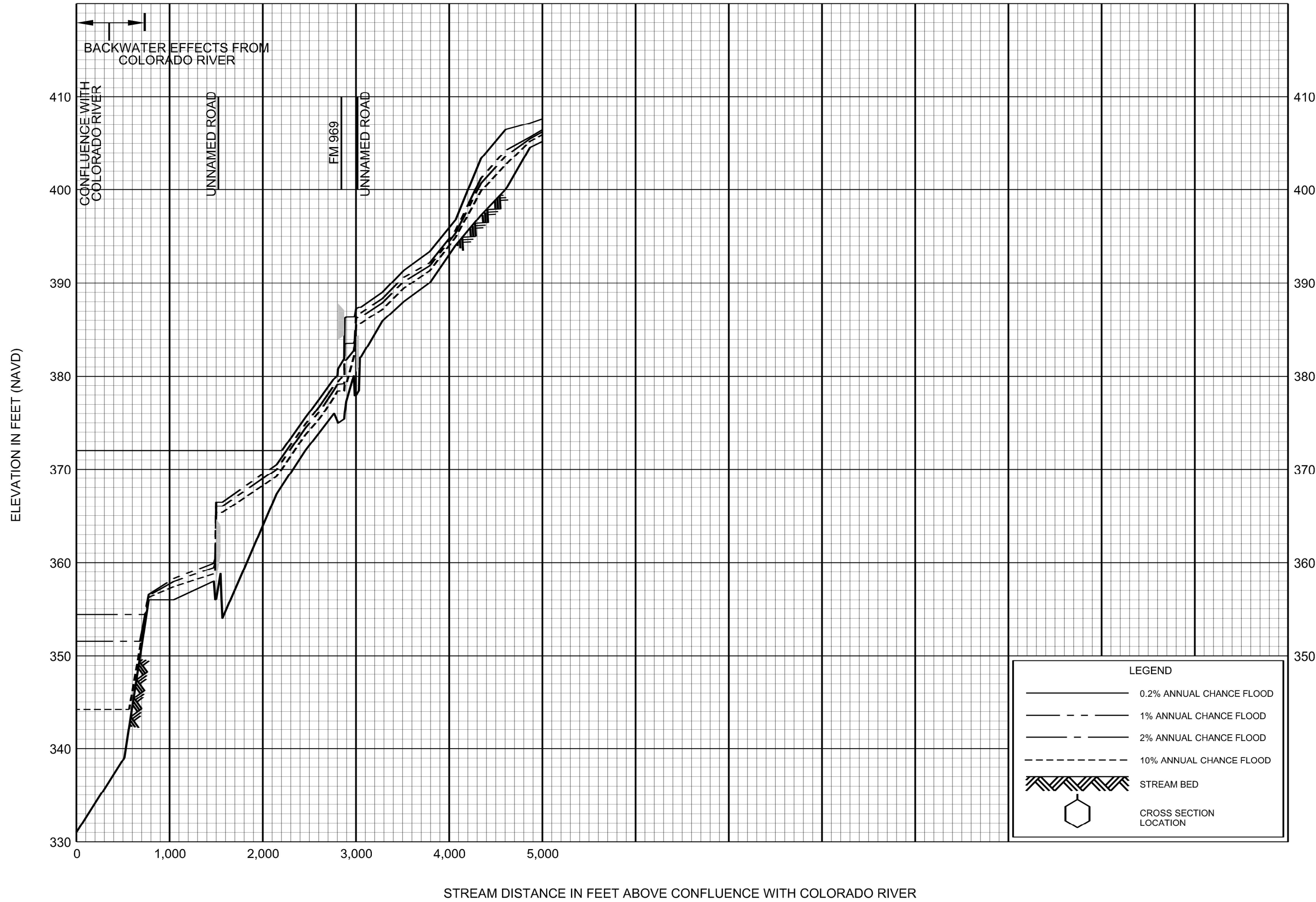
52P



FLOOD PROFILES
SANDY CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

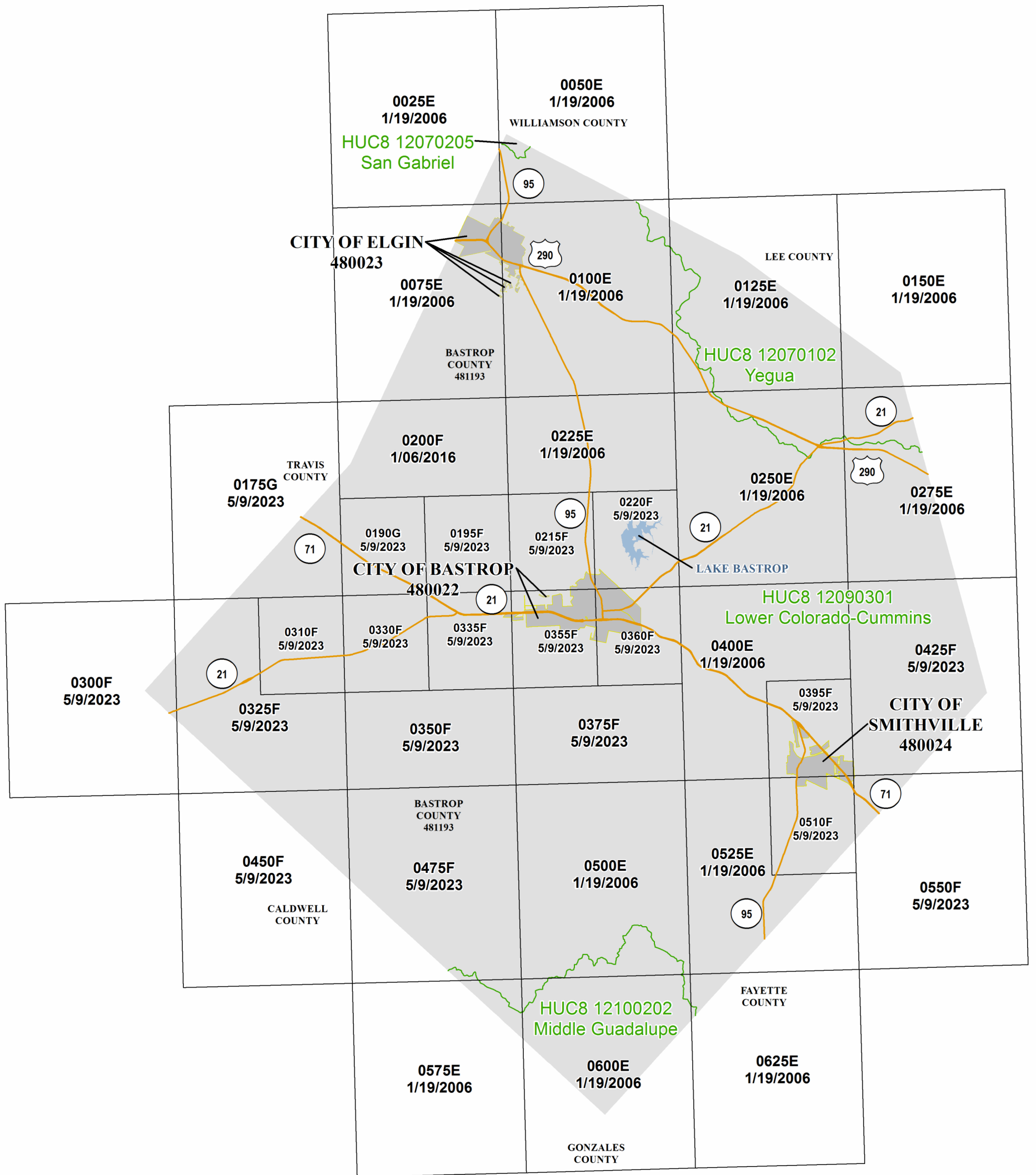
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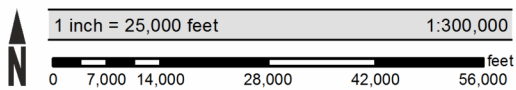
FLOOD PROFILES
UNNAMED TRIBUTARY TO COLORADO RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY
BASTROP COUNTY, TX
AND INCORPORATED AREAS

54P



ATTENTION: The corporate limits shown on this FIRM Index are based on the best information available at the time of publication. As such, they may be more current than those shown on FIRM panels issued before May 9, 2023.



Map Projection:
State Plane Lambert Conformal Conic, Texas Central Zone FIPS 4203; North American Datum 1983; Western Hemisphere; Vertical Datum: NAVD 88

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT

[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SEE FLOOD INSURANCE STUDY FOR ADDITIONAL INFORMATION

COUNTY LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP INDEX

BASTROP COUNTY, TEXAS and Incorporated Areas

PANELS PRINTED:

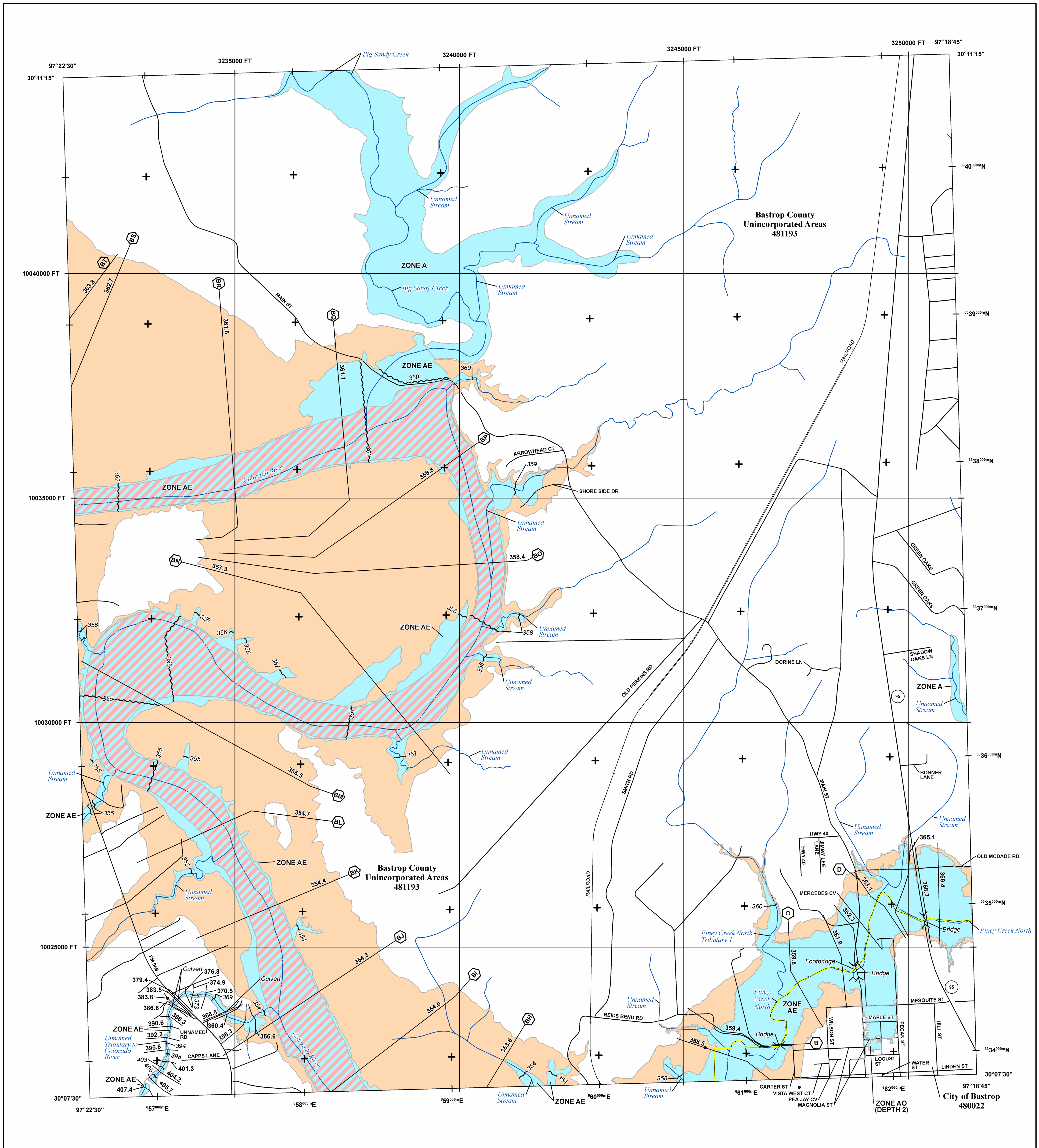
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FEMA

MAP NUMBER
48021CINDOC

MAP REVISED
May 9, 2023



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
	Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

NOTES TO USERS

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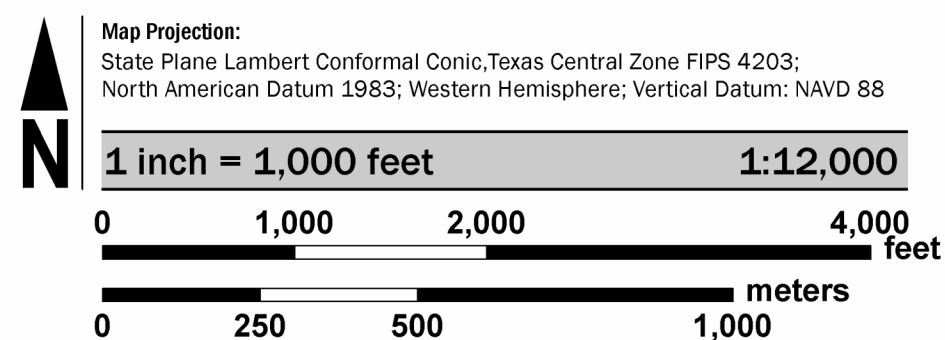
Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

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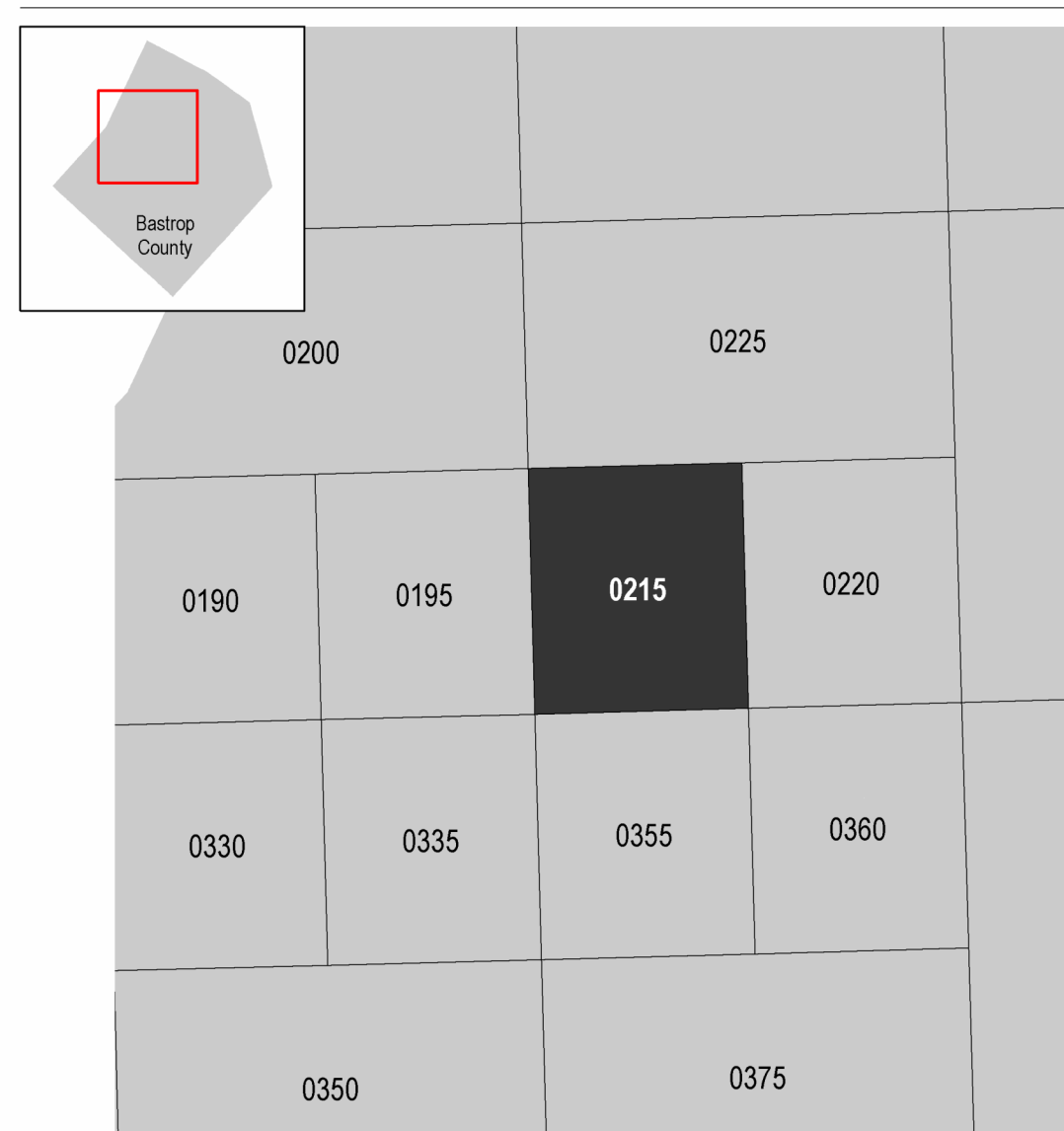
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on the FIRM panels with effective date May 9, 2023 was provided by the Texas Department of Transportation, dated 2016 and 2020; the Texas Parks and Wildlife Department, dated 2016; and the U.S. Geological Survey, dated 2020.

SCALE



PANEL LOCATOR



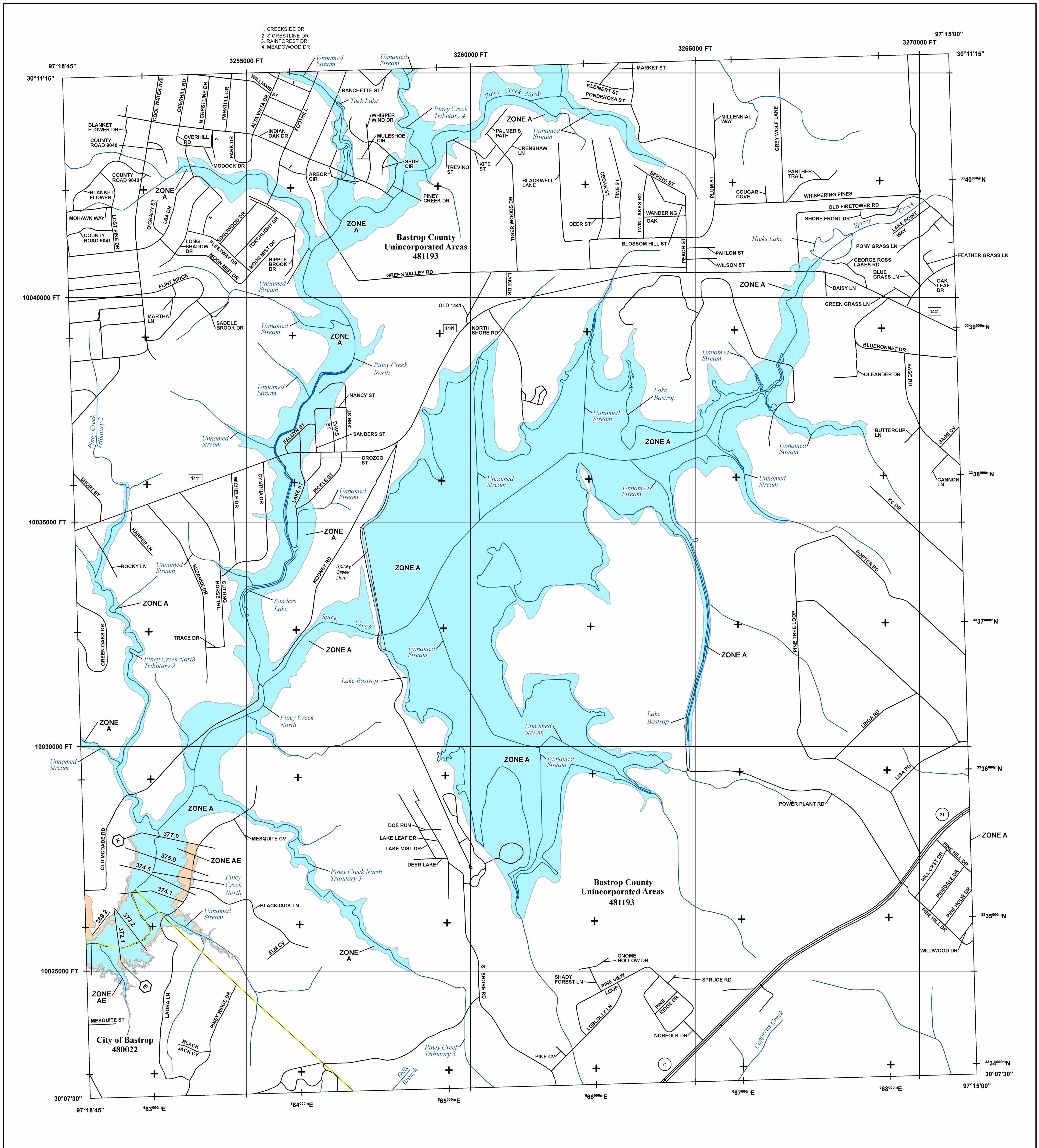
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
BASTROP COUNTY, TEXAS
 and Incorporated Areas
PANEL 215 OF 625



Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
BASTROP COUNTY	481193	0215	F
BASTROP, CITY OF	480022	0215	F

VERSION NUMBER
 2.6.4.6
 MAP NUMBER
 48021C0215F
 MAP REVISED
 MAY 9, 2023



FLOOD HAZARD INFORMATION

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	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
	NO SCREEN Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

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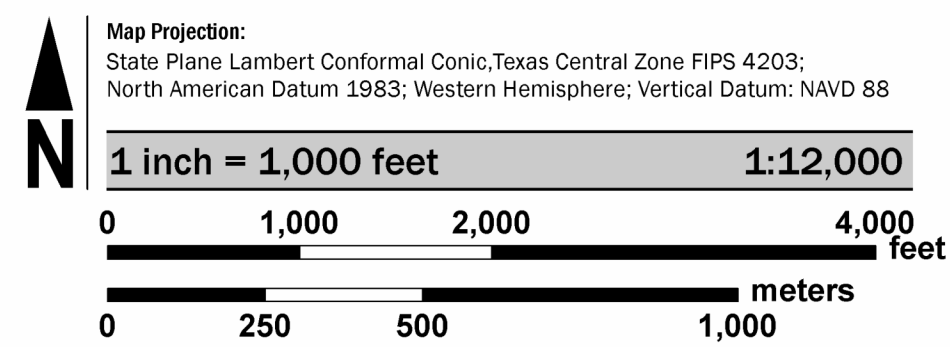
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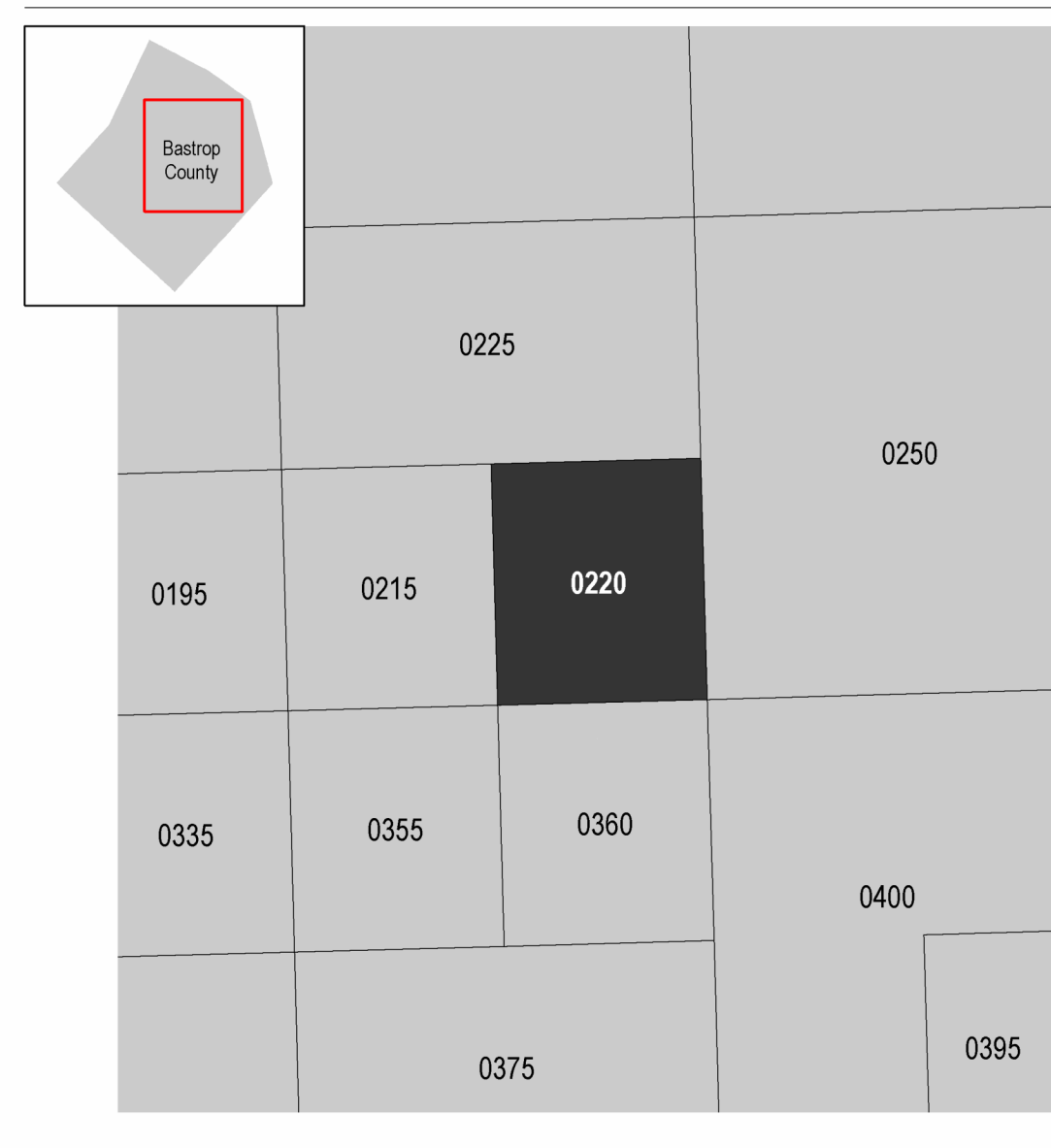
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SCALE



PANEL LOCATOR



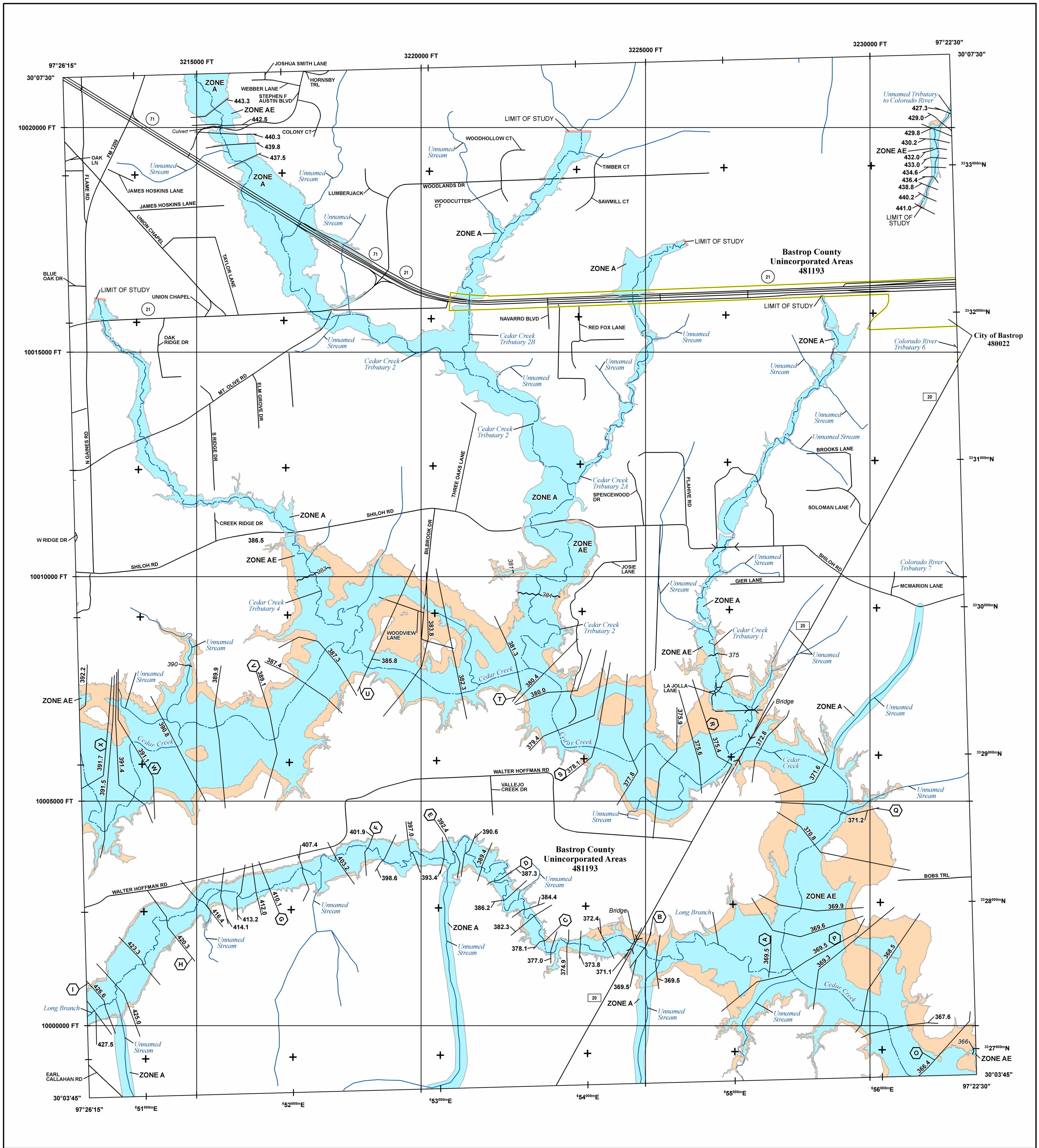
NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP
BASTROP COUNTY, TEXAS
 and Incorporated Areas
 PANEL 220 OF 625



Community Contains:	NUMBER	PANEL	SUFFIX
BASTROP COUNTY	481193	0220	F
BASTROP, CITY OF	480022	0220	F

VERSION NUMBER
 2.6.4.6
 MAP NUMBER
 48021C0220F
 MAP REVISED
 MAY 9, 2023



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
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	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
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	Area with Flood Risk due to Levee Zone D
	NO SCREEN Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

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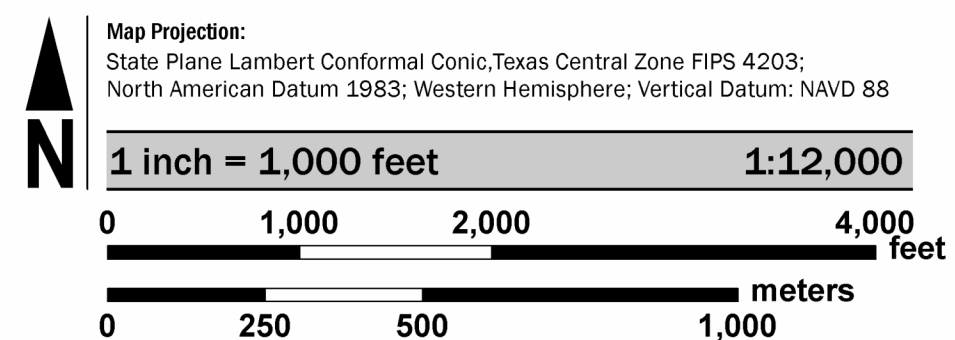
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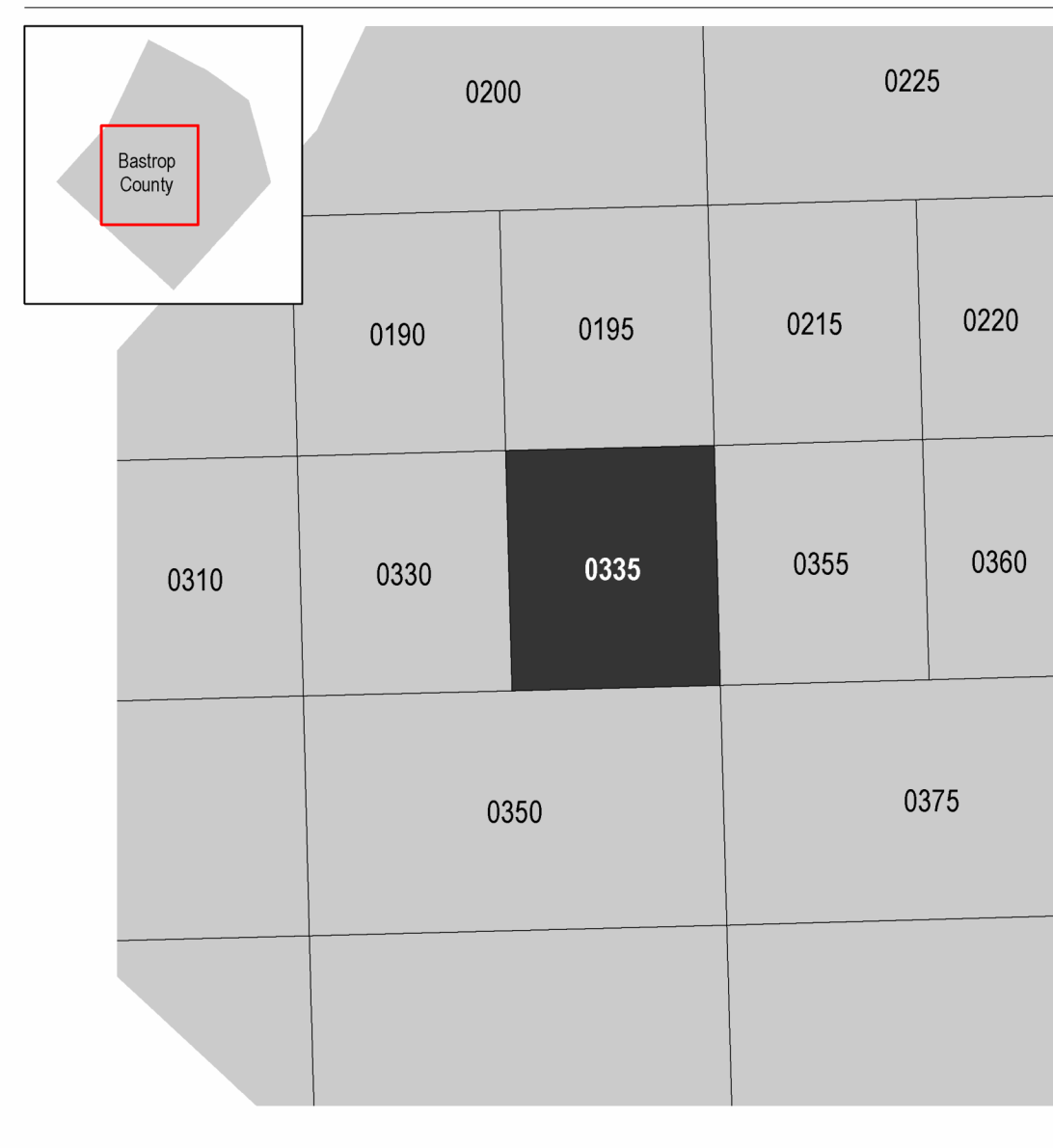
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

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SCALE



PANEL LOCATOR

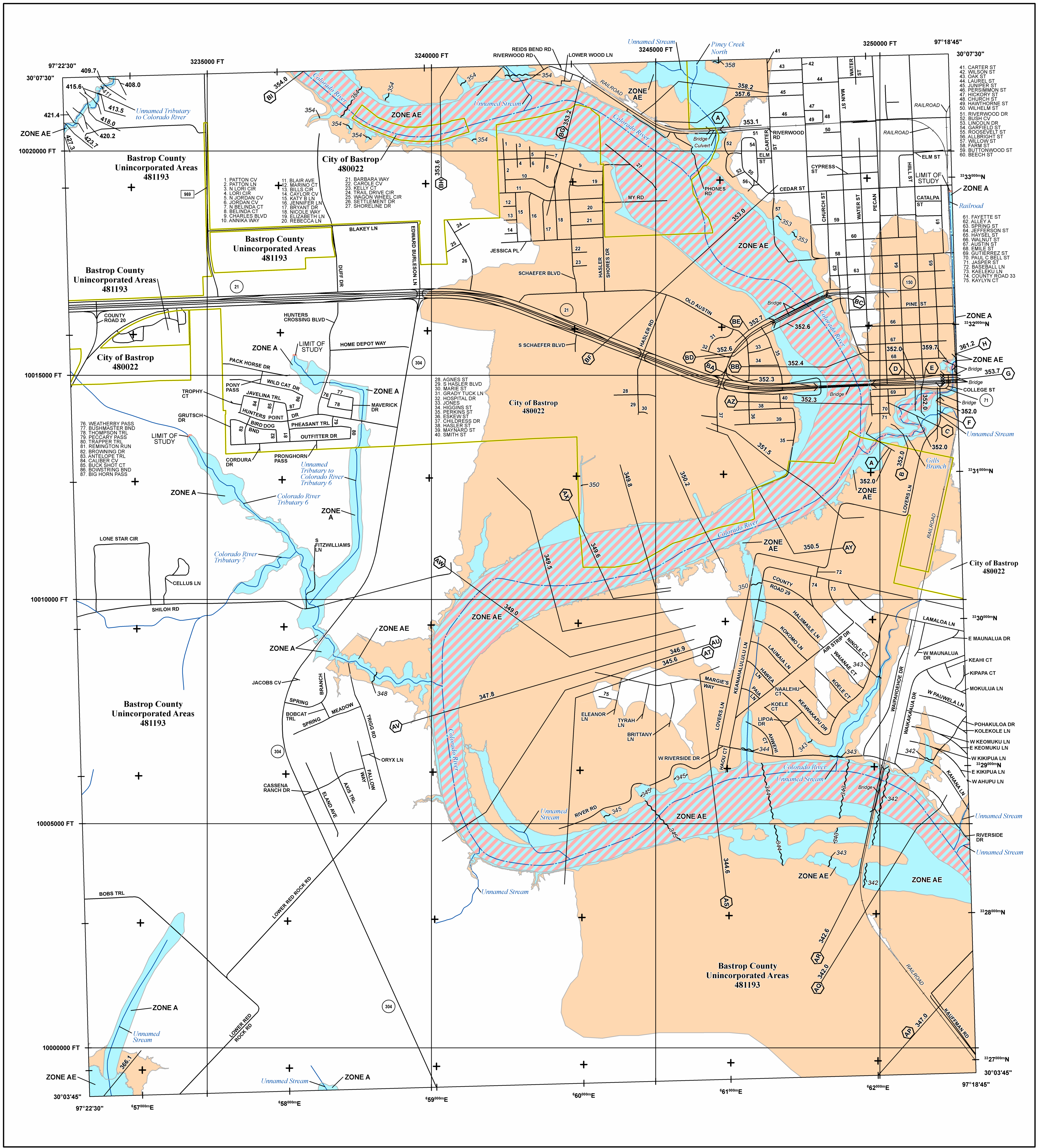


National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
BASTROP COUNTY, TEXAS
 and Incorporated Areas
 PANEL 335 of 625

Community Contains:
 COMMUNITY: BASTROP COUNTY, BASTROP, CITY OF
 NUMBER: 481193, 480022
 PANEL: 0335, 0335
 SUFFIX: F, F

VERSION NUMBER: 2.6.4.6
 MAP NUMBER: 48021C0335F
 MAP REVISED: MAY 9, 2023



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
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	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
	NO SCREEN Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at <https://MSC.FEMA.GOV>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

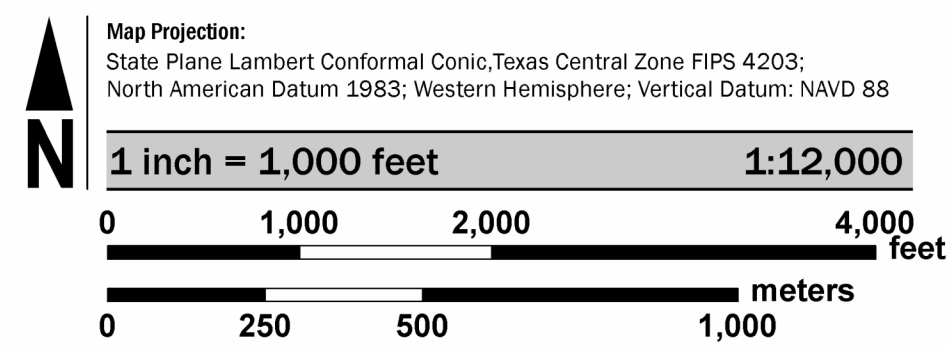
Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

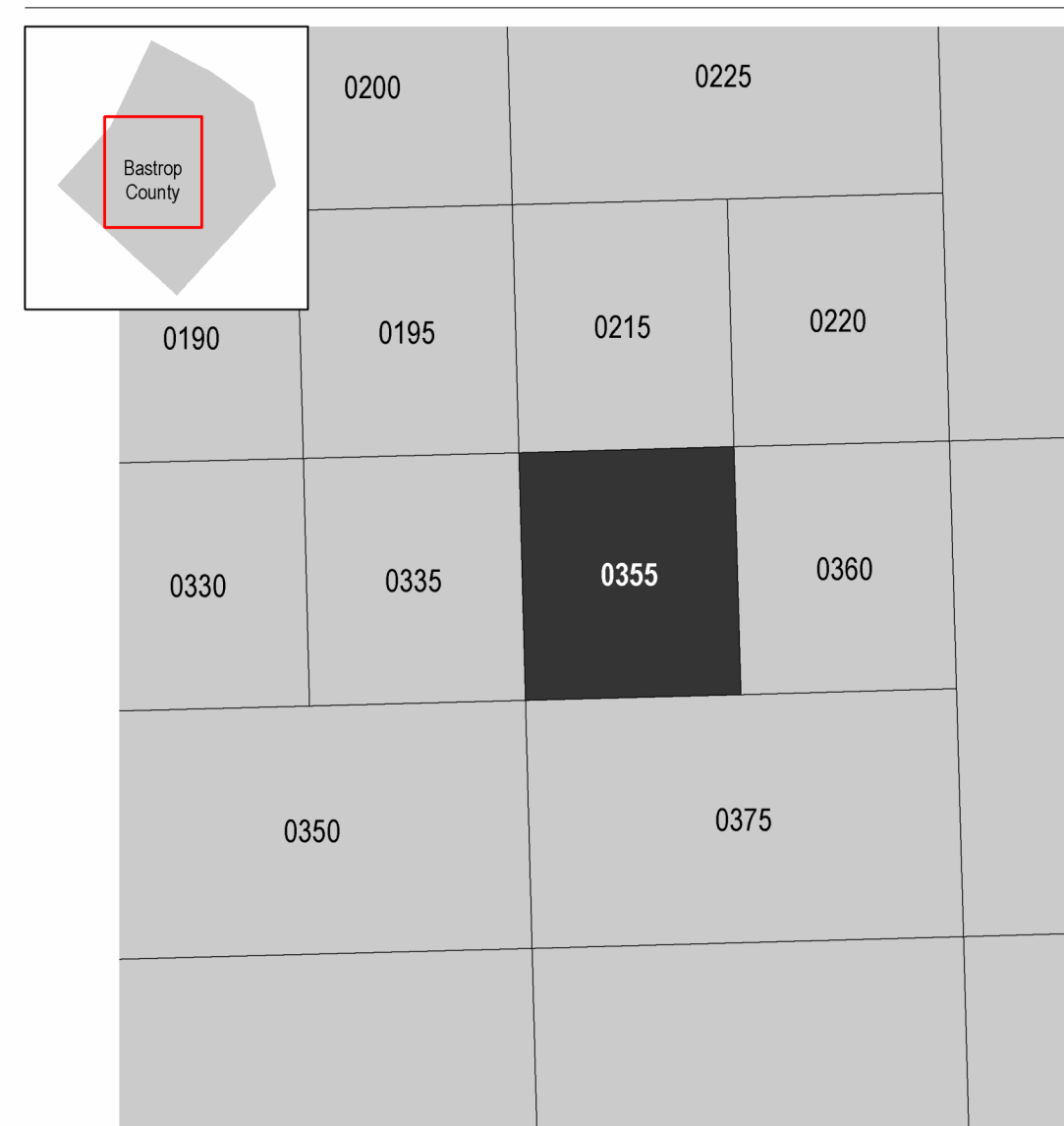
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on the FIRM panels with effective date May 9, 2023 was provided by the Texas Department of Transportation, dated 2016 and 2020; the Texas Parks and Wildlife Department, dated 2016; and the U.S. Geological Survey, dated 2020.

SCALE



PANEL LOCATOR



National Flood Insurance Program

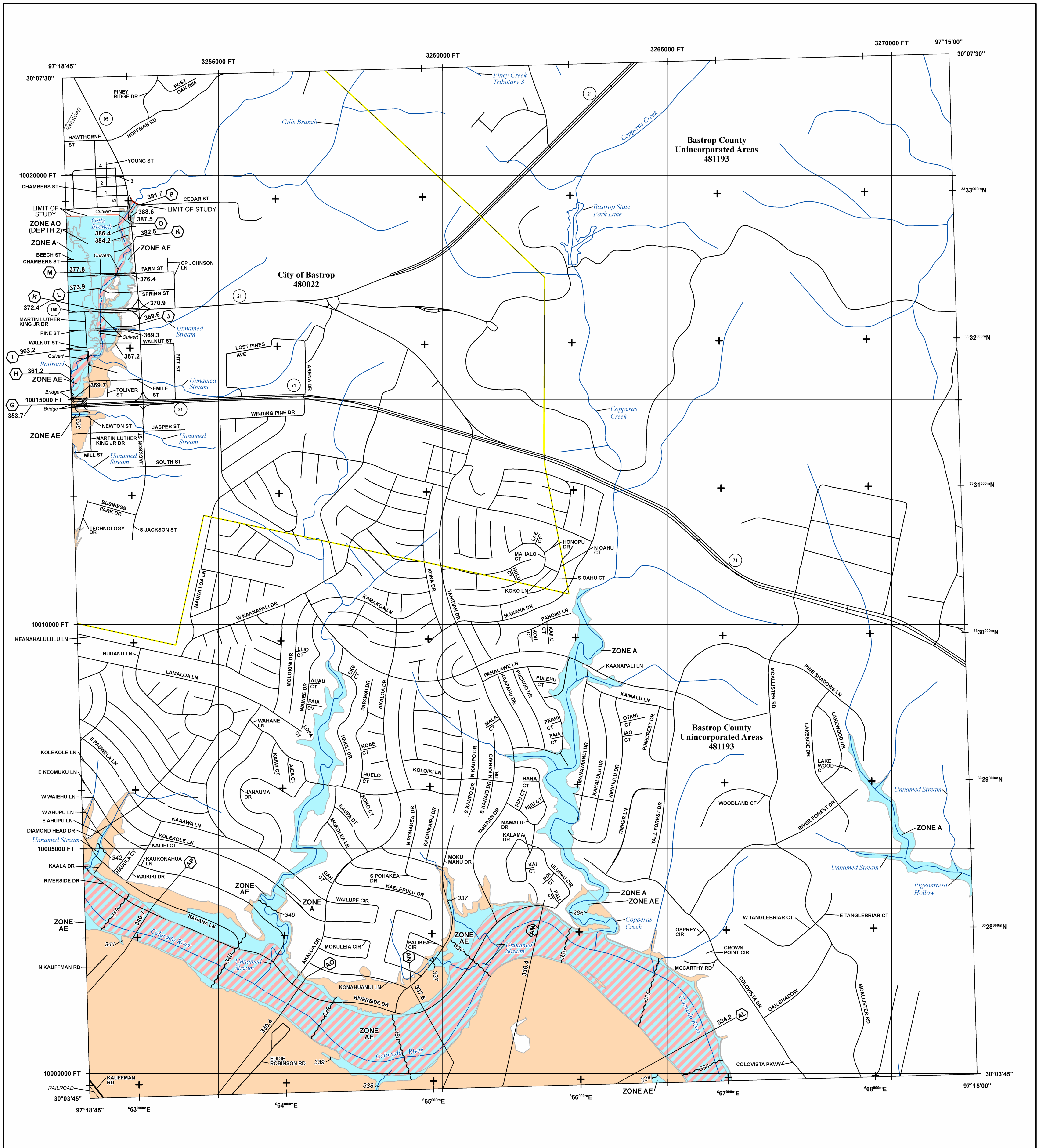
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

BASTROP COUNTY, TEXAS
 and Incorporated Areas
 PANEL 355 OF 625

Panel Contains:
 COMMUNITY: BASTROP COUNTY, BASTROP, CITY OF
 NUMBER: 481193, 480022
 SUFFIX: 0355, 0355
 F, F

FEMA

VERSION NUMBER: 2.6.4.6
 MAP NUMBER: 48021C0355F
 MAP REVISED: MAY 9, 2023



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
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	Jurisdiction Boundary

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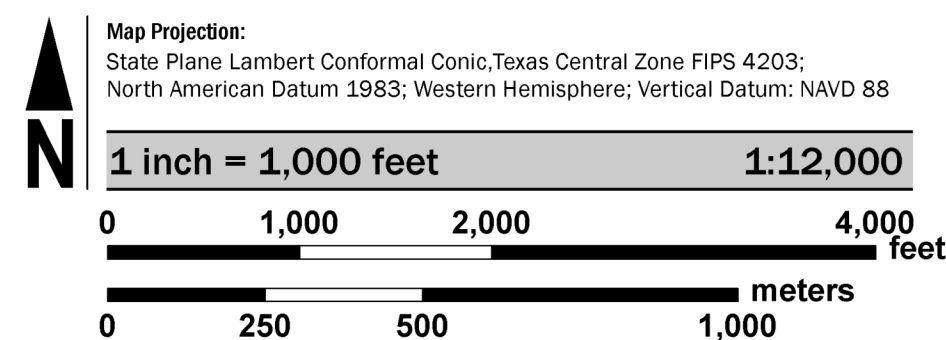
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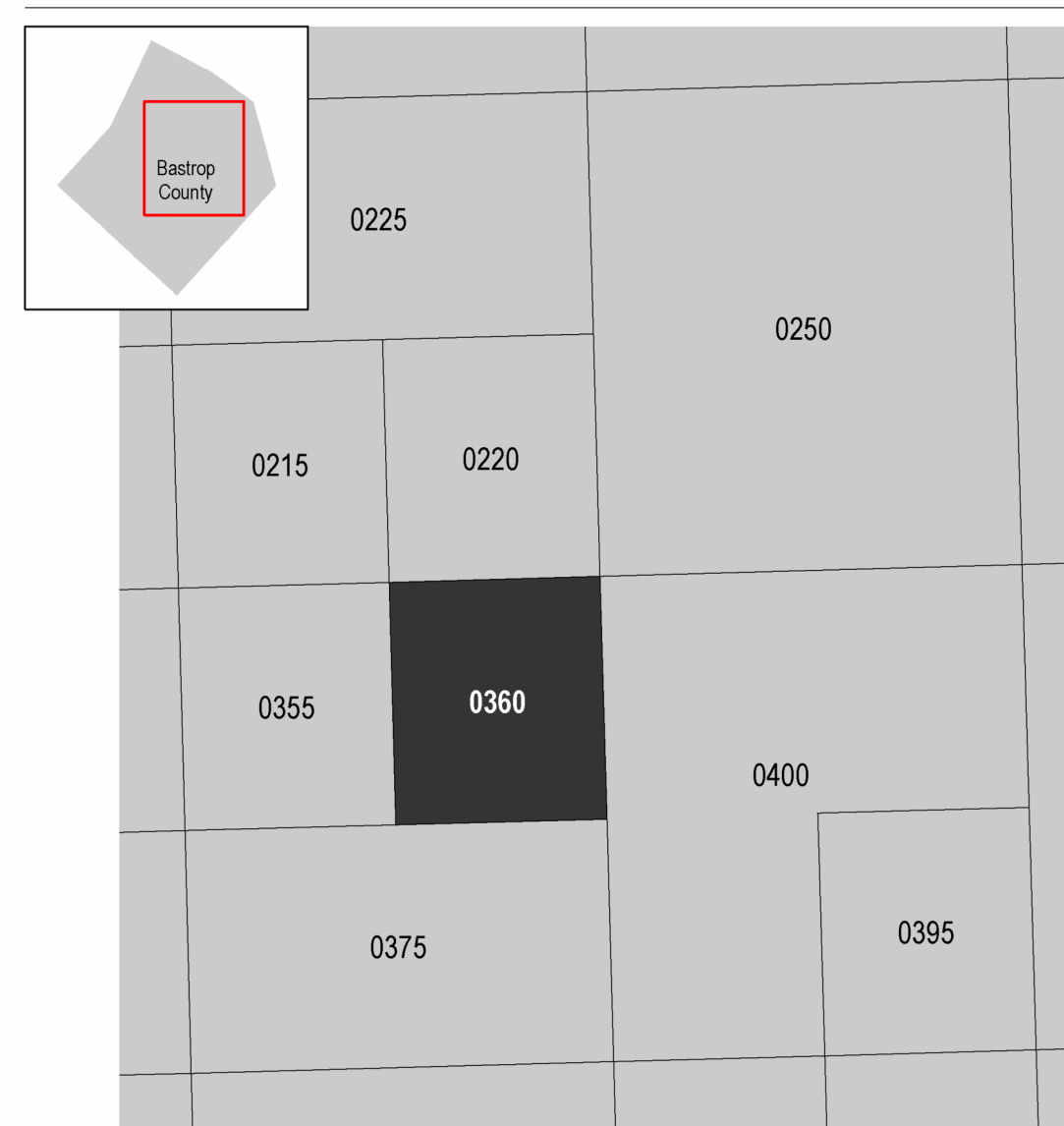
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SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
BASTROP COUNTY, TEXAS
 and Incorporated Areas
PANEL 360 OF 625

COMMUNITY	481193	0360	F
BASTROP CITY OF	480022	0360	F

VERSION NUMBER
 2.6.4.6
 MAP NUMBER
 48021C0360F
 MAP REVISED
 MAY 9, 2023



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider action to approve Resolution No. R-2024-65 of the City Council of the City of Bastrop, Texas, approving amendments to the real estate purchase contract and performance agreement between the Bastrop Economic Development Corporation and Acutronic Real Estate, Inc; authorizing all necessary actions, including execution of necessary documentation; repealing all resolutions in conflict; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Director of the BEDC and City Manager

BACKGROUND/HISTORY:

The BEDC Board of Directors approved an Economic Development Performance Agreement with The Acutronic Company and Acutronic Real Estate Group (“Developer”) at a board meeting on September 25, 2023. The Bastrop City Council approved the agreement on October 10, 2023.

Since that time, there have been three amendments to the agreement. On April 15, 2024, the BEDC approved an amendment to the Purchase Contract extending the Inspection Period until May 9, 2024 (the “First Amendment”), and on May 8, 2024, the BEDC approved an amendment to the Purchase Contract extending the Inspection Period until May 22, 2024 (the “Second Amendment”).

Since that time, staff have worked with Acutronic and the legal team to draft an amended contract that meets the intent of the law, BEDC requirements, and Acutronic needs. A brief summary of the amendments is as follows:

1. Amend the contract to clarify the BEDC contribution toward infrastructure is up to \$1M.
2. BEDC agrees to grant any offsite easements needed for the installation of utilities, etc., to make the site shovel ready.
3. BEDC agrees to facilitate the application through coordination with the City.
4. Grant the seven variances Acutronic requested.
5. Amend the commencement date to match the variance requested to match the existing performance agreement.

Through the performance agreement, the BEDC is offering incentives to the Developer by rebating the purchase price of the property they are purchasing in the Bastrop Business and Industrial Park, upon the Developer’s successful completion of the project. The purchase price of the 13.84-acre tract is \$1,089,000. Acutronic commits to building a minimum 20,000-square-foot production and manufacturing facility with a minimum capital investment of \$4,000,000, as well as hiring at least 50 full-time employees with an average total compensation of at least \$56,240.

FISCAL IMPACT:

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

RECOMMENDATION:

Recommend approval of Resolution No. R-2024-65 of the City Council of the City of Bastrop, Texas, approving amendments to the real estate purchase contract and performance agreement between the Bastrop Economic Development Corporation and Acutronic Real Estate, Inc; authorizing all necessary actions, including execution of necessary documentation; repealing all resolutions in conflict; and providing an effective date.

ATTACHMENTS:

1. Draft City Council Resolution R-2024-65
2. BEDC Resolutions R-2024-0005 and R-2024-0006 approved by Board May 20, 2024
3. Amended Purchase and Sale Agreement and Performance Agreement with Acutronic



RESOLUTION NO. R-2024-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AMENDMENTS TO THE REAL ESTATE PURCHASE CONTRACT AND PERFORMANCE AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND ACUTRONIC REAL ESTATE, INC; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") the Bastrop Economic Development Corporation (sometimes "BEDC") is authorized to fund certain projects as defined by the Act via performance agreements to establish and provide for direct incentives or to make expenditures on behalf of business enterprise under a project; and

WHEREAS, in September 2023, the BEDC negotiated and approved a Performance Agreement with Acutronic Real Estate, Inc. ("Acutronic") whereby Acutronic would purchase approximately 13.84 acres of land (the "Property") from BEDC for One Million Eighty-Nine Thousand Dollars (\$1,089,000.00), and develop a manufacturing facility and other business development, location, and/or expansion, as well as substantial capital improvements on the Property within the Bastrop Business and Industrial Park, a target area for development for the BEDC ("Project"); and

WHEREAS, Acutronic entered into a Real Estate Purchase Contract with the BEDC for the Project ("Purchase Contract"), which was executed on January 10, 2024; and

WHEREAS, on April 15, 2024, the BEDC approved an amendment to the Purchase Contract extending the Inspection Period until May 9, 2024 (the "First Amendment"); and approved an amendment to the Purchase Contract extending the Inspection Period until May 22, 2024 (the "Second Amendment"); and

WHEREAS, as a result of ongoing deliberations between the parties, the BEDC and Acutronic have found that certain amendments to the Purchase Contract and Performance Agreement are warranted in order to finalize certain Project details, and as such the BEDC approved such amendments at its regular Board Meeting on May 20, 2024; and

WHEREAS, the City has reviewed the terms and conditions of the proposed third amendment to the Purchase Contract and amendment to the Performance Agreement by and between the BEDC and Acutronic, and determines that it fully complies with the statutory requirements that govern the BEDC, and is in the best interest of the BEDC to approve such amendment.

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

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

SECTION 2. All resolutions in conflict are hereby repealed.

SECTION 3. The City of Bastrop hereby approves the terms of the third amendment to the Purchase Contract and amendment to the Performance Agreement, attached hereto as Exhibit "A", between BEDC and Acutronic.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop on the 11th day of June 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

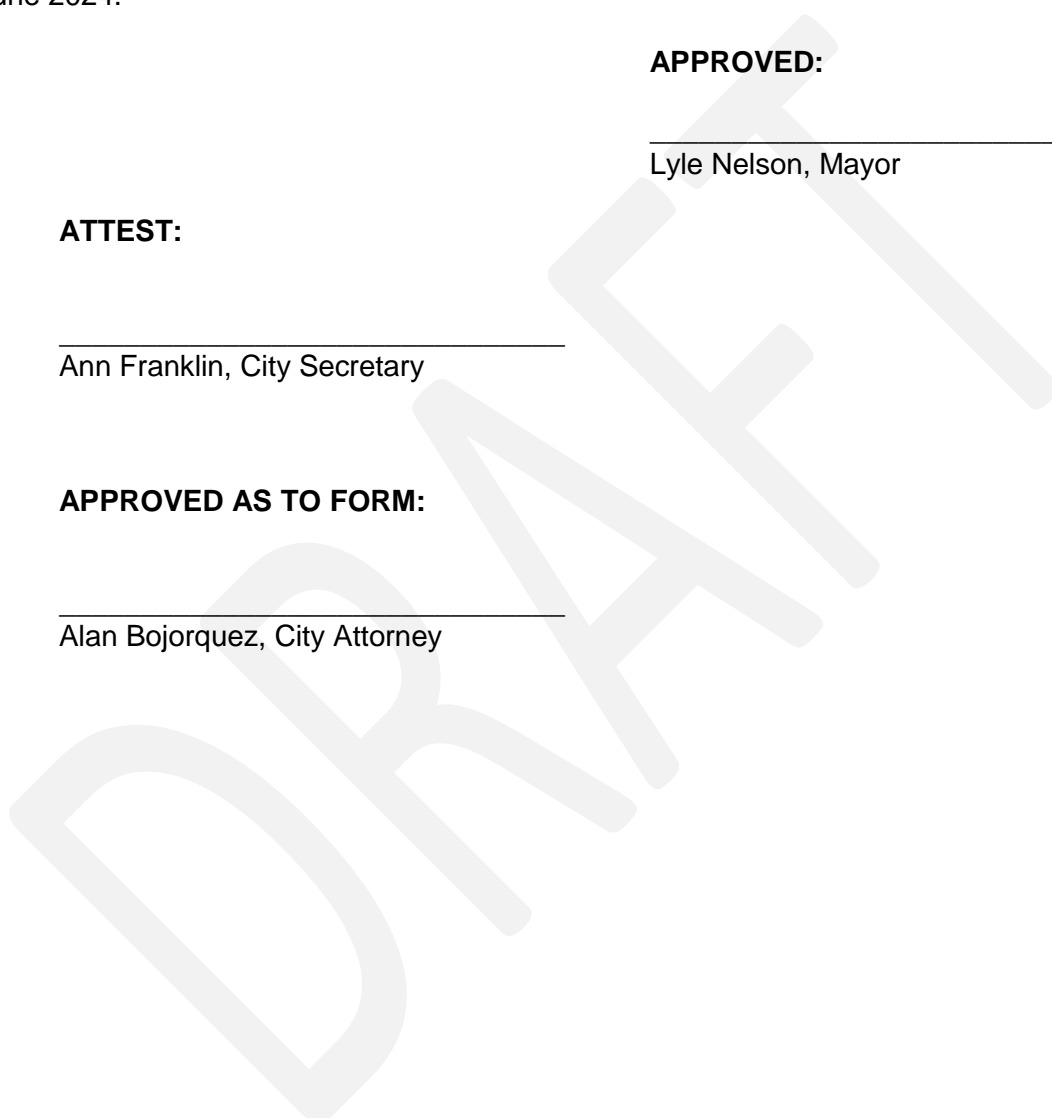


EXHIBIT "A"

Third Amendment to the Real Estate Purchase Contract and Amendment to Performance Agreement Between Acutronic Real Estate, Inc., and the Bastrop Economic Development Corporation

DRAFT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING AMENDMENTS TO THE REAL ESTATE PURCHASE CONTRACT AND PERFORMANCE AGREEMENT WITH ACUTRONIC REAL ESTATE, INC; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Acutronic Real Estate, Inc. (“Buyer”) desires to purchase approximately 13.84 acres of land (the “Property”) from BEDC for One Million Eighty-Nine Thousand Dollars (\$1,089,000.00) and develop a manufacturing facility and other business development, location, and/or expansion, as well as substantial capital improvements on the Property within the Bastrop Business and Industrial Park, a target area for development for the BEDC (“Project”); and

WHEREAS, the Buyer entered into a Real Estate Purchase Contract with the BEDC for the Project (“Purchase Contract”) executed on January 10, 2024; and

WHEREAS, Buyer has also negotiated a Performance Agreement with the BEDC for the Project, which was approved by the BEDC Board of Directors on September 25, 2023; and

WHEREAS, on April 15, 2024, the BEDC approved an amendment to the Purchase Contract extending the Inspection Period until May 9, 2024 (the “First Amendment”); and

WHEREAS, on May 8, 2024, the BEDC approved an amendment to the Purchase Contract extending the Inspection Period until May 22, 2024 (the “Second Amendment”); and

WHEREAS, as a result of ongoing deliberations between the parties, the BEDC and Buyer find that certain amendments to the Purchase Contract and Performance Agreement are warranted in order to finalize certain Project details; and

WHEREAS, the Board has reviewed the terms and conditions of the proposed third amendment to the Purchase Contract and amendment to the Performance Agreement by and between the BEDC and Buyer, and determines that it fully complies with the statutory requirements that govern the BEDC, and is in the best interest of the BEDC to approve such amendment.

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

RESOLUTION NO. R-2024-0005

Item 8D.

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

SECTION 2. All resolutions in conflict are hereby repealed.

SECTION 3. The BEDC hereby approves the terms of the third amendment to the Purchase Contract and amendment to the Performance Agreement, attached hereto as Exhibit "A", between BEDC and the Buyer (the "Amendments").

SECTION 4. The Board authorizes the BEDC Interim Executive Director to take all necessary actions, including the execution of all necessary and related documentation to finalize the Amendments.

SECTION 5. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 20th day of May 2024.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION



Ron Spencer, Board Chair

ATTEST:



Frank Urbanek, Board Secretary

APPROVED AS TO FORM:



Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

EXHIBIT "A"

Third Amendment to the Real Estate Purchase Contract and Amendment to Performance Agreement Between Acutronic Real Estate, Inc., and the Bastrop Economic Development Corporation

A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC) APPROVING A VARIANCE FROM VARIOUS REQUIREMENTS OF THE BEDC'S SIXTH AMENDED PROTECTIVE COVENANTS APPLICABLE TO THE BASTROP BUSINESS AND INDUSTRIAL PARK IN FAVOR OF ACUTRONIC REAL ESTATE INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND ADDRESSING RELATED MATTERS.

WHEREAS, the Bastrop Economic Development Corporation (sometimes "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, Acutronic Real Estate, Inc. (sometimes "Acutronic") desires to purchase approximately 13.84 acres of land (the "Property") from BEDC for One Million Eighty-Nine Thousand Dollars (\$1,089,000.00) and develop a manufacturing facility and other business development, location, and/or expansion, as well as substantial capital improvements on the Property within the Bastrop Business and Industrial Park, a target area for development for the BEDC ("Project"); and

WHEREAS, Acutronic entered into a Real Estate Purchase Contract with the BEDC for the Project ("Purchase Contract") executed on January 10, 2024; and

WHEREAS, Acutronic has also negotiated a Performance Agreement for economic development incentives with the BEDC, which was approved by the BEDC Board of Directors on September 25, 2023; and

WHEREAS, Acutronic has since requested to obtain a variance from certain of the Bastrop Economic Development Corporation Sixth Amended Protective Covenants (CCRs) in order for Acutronic to realize the Project as intended; and

WHEREAS, the BEDC has agreed to consider Acutronic's request for such variance as provided herein.

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

SECTION 1. That 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 finds that the grant of a variance to Acutronic from the specified CCR provisions provided with this Resolution as Exhibit "A" will not affect the overall intent of the CCRs; will not cause injury or negative impact on adjacent landowners, lessees, or tenants; and further authorizes the grant of variance as provided herein.

SECTION 3. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and

purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

SECTION 4. This Resolution is effective upon passage.


DULY RESOLVED AND ADOPTED on this 20th day of May 2024 by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC DEVELOPMENT CORPORATION



Ron Spencer, Board Chair

ATTEST:



Frank Urbanek, Board Secretary

APPROVED AS TO FORM:



Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

THIRD AMENDMENT TO CONTRACT

This THIRD AMENDMENT TO CONTRACT (this “Amendment”) is made and entered into as of May ____, 2024, by and between BASTROP ECONOMIC DEVELOPMENT CORPORATION (“Seller”) and ACUTRONIC REAL ESTATE INC., or assigns (“Buyer”).

RECITALS

A. Seller and Buyer entered into the Real Estate Purchase Contract (as amended, the “Contract”) dated effective January 10, 2024, providing for the purchase and sale of 13.84 acres in the Bastrop Business and Industrial Park in Bastrop County, Texas, and described in the Contract (the “Property”).

B. The Contract was amended by the First Amendment to Contract dated April 16, 2024, and the Second Amendment to Contract dated May 8, 2024, both executed by Seller and Buyer.

C. Seller and Buyer have agreed to expand and describe certain closing and post-closing conditions and agreements under the Contract, and Seller and Buyer desire to amend the Contract to confirm this agreement.

D. All capitalized terms used but not defined herein shall have the same meaning and definition as those used in the Contract.

THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties hereto, Seller and Buyer agree as follows:

1. Approval and Variance Grant to Protective Covenants. The Approval and Variance Grant to Protective Covenants document attached hereto as Exhibit F is hereby attached and incorporated to the Contract in full as Exhibit F (and the Exhibit listed in Section C of the Contract is amended to include the same). Additionally, Section B(1) of the Contract is amended and restated as follows:

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

The Performance Agreement in the form attached as Exhibit “B” (as revised in accordance with the Third Amendment to Contract)

IRS Nonforeign Person Affidavit

Evidence of Seller’s authority to close this transaction

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

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

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

The Approval and Variance Grant to Protective Covenants in the form

attached as Exhibit “F”

2. Performance Agreement. Before the Closing Date, and as a condition to closing, Article V of the Performance Agreement must be amended to incorporate the following amended and restated Section 3 and additional Sections 4, and 5 (Sections 1 and 2 of the same remaining unchanged):

3. BEDC acknowledges that a substantial capital investment by BEDC of up to one million dollars (\$1,000,000.00) (“BEDC Capital Investment”) for infrastructure improvements at or near the Property is necessary to deliver a ‘shovel-ready’ site to Acutronic Real Estate, to wit: storm sewer system improvements, and municipal utility improvements (gas, water, wastewater, electric, fiber, water, and wastewater taps) at locations and with capacities and specifications acceptable to Acutronic Real Estate (the “Necessary Infrastructure”). The Parties have agreed that Acutronic Real Estate, at its option, may elect to construct the Necessary Infrastructure (or portions thereof) or other infrastructure to serve the Property (such as, but not limited to, roadway extensions/improvements, fire hydrants, water detention ponds/structures) with the costs arising from any of the above to be reimbursed by BEDC up to the BEDC Capital Investment amount. In the event Acutronic Real Estate elects to construct the Necessary Infrastructure, Acutronic shall be entitled to funding on a reimbursement basis from the BEDC in an amount not to exceed one million dollars (\$1,000,000.00); said reimbursement shall be paid to Acutronic Real Estate no later than 30 days following delivery of the following from Acutronic Real Estate to the BEDC: (a) all invoices, receipts, or other documentation describing and evidencing the Necessary Infrastructure improvements constructed, as well as the costs expended for same, in a form reasonably acceptable to the BEDC; and (b) written copies of the acceptance of public infrastructure from the City of Bastrop and from any applicable regulatory entities to which the Necessary Infrastructure will be dedicated. For the avoidance of doubt, Acutronic Real Estate may choose to carry out the Necessary Infrastructure work and submit for reimbursement either for the full amount (of \$1,000,000) at one time or in partial installments over time, depending on the construction schedule that Acutronic Real Estate chooses. BEDC represents and warrants that it has committed sufficient funding for the BEDC Capital Investment and will make or, at Acutronic Real Estate’s option, reimburse Acutronic Real Estate for making the Necessary Improvements at or near the Property, and will grant such offsite easement(s) reasonably requested by Acutronic Real Estate for such purpose. Each Party agrees to provide the other Party with a written summary of the proposed Necessary Infrastructure improvements at or near the Property to be made by such Party in advance of commencing such improvements and further agrees to keep such other Party regularly informed as to the status of completion of the Necessary Infrastructure improvements contemplated herein. Notwithstanding anything herein to the contrary, Acutronic Real Estate and Acutronic Operating Company reserve the right to terminate this Agreement in the event BEDC fails to complete (or to reimburse Acutronic Real Estate for its costs in constructing) the Necessary Infrastructure improvements on or before December 31, 2025; in which case the BEDC may exercise the Exclusive Repurchase Option Agreement pertaining to the Property, attached hereto as Exhibit “C”, provided that it reimburses Acutronic Real Estate for its costs incurred hereunder.

4. In order to effect the completion of the Necessary Infrastructure on or before December 31, 2025, BEDC will take all necessary administrative actions in order to facilitate the permitting, approval of, and construction of the Necessary Infrastructure or other infrastructure to serve the Property at locations and with capacities and specifications acceptable to Acutronic Real Estate and will provide such offsite easement(s) reasonably requested by Acutronic Real Estate or the applicable utility, to allow for the same.

5. Following discussions with the electric utility provider (Bluebonnet), BEDC acknowledges that Acutronic Real Estate shall only be responsible for its twenty-five percent (25%) pro-rata share of the costs to extend or upgrade, as may be necessary, the electrical transmission and distribution lines, whereby other neighboring properties would cover their pro-rata portions of that cost. Acutronic Real Estate may, at its option, include its pro-rata portion of this cost in the \$1,000,000 BEDC Capital Investment (to be paid for by BEDC or reimbursed to Acutronic Real Estate by BEDC).

3. Ratification. Except as modified and amended by this Amendment, all of the other terms and conditions of the Contract are hereby ratified and confirmed.

4. Counterparts. This Amendment may be executed in two or more counterparts, and each counterpart shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. A scanned email version of any signature hereto shall be deemed an original for all purposes.

5. Titles of Sections. All titles or headings of sections or other divisions of this Amendment are only for the convenience of the parties hereto and shall be of no force and effect, and shall not be construed to add to, modify, clarify, or otherwise change the context of such sections of this Amendment as a whole.

[Signature Page Follows]

EXECUTED as of the date first above written.

SELLER:

BASTROP ECONOMIC DEVELOPMENT
CORPORATION

By _____
Name: _____
Title: _____

BUYER:

ACUTRONIC REAL ESTATE INC.

By _____
Name: _____
Title: _____

Exhibit F

Approval, Variance Grant, and Amendment to Protective Covenants

[Attached below]

Steven R. Martens
 Jackson Walker LLP
 100 Congress Ave., Suite 1100
 Austin, Texas 78701

**APPROVAL AND VARIANCE GRANT
 TO PROTECTIVE COVENANTS**

This Approval and Variance Grant to Protective Covenants (this “*Approval*”) is executed to be effective as of May ___, 2024 (the “*Effective Date*”) by **BASTROP ECONOMIC DEVELOPMENT CORPORATION**, a Texas economic development corporation (together with the Board of Directors thereof, “*BEDC*” or “*Declarant*”) for the benefit of **ACUTRONIC REAL ESTATE INC.**, a Delaware corporation (together with its affiliates, successors and assigns, “*Acutronic*”).

RECITALS:

A. BEDC executed and filed of record that certain Sixth Amendment to the Protective Covenants, Conditions and Restrictions (alternatively referred to as the Sixth Amended Protective Covenants) Bastrop Business and Industrial Park recorded under Document No. 201505739 of the Official Public Records of Bastrop County, Texas (as amended, the “*Protective Covenants*”) over real property located in Bastrop County described therein, including that certain tract of real property more particularly described on Exhibit “A” attached hereto (the “*Subject Tract*”).

B. BEDC reserved the right to amend the Protective Covenants and to approve plans and grant variances to certain requirements thereunder.

C. Acutronic has agreed to purchase the Subject Tract from BEDC and BEDC has agreed to sell the Subject Tract to Acutronic, subject to BEDC granting certain approvals and variances and amending certain requirements under the Protective Covenants with respect to the Subject Tract, and only the Subject Tract

D. Acutronic submitted site development plans, construction plans, and other plans and specifications setting forth building materials used, set-backs, parking, and other items evidencing the intended use of the Property (collectively, the “*Plans*”) to BEDC for the construction and development of improvements (“*Improvements*”) to be located on the Subject Tract, as identified in the land use plan and list of liquids and materials attached hereto as Exhibit “B”.

THEREFORE, BEDC hereby approves the Plans, grants certain variances, and amends certain requirements in each case under the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein for all purposes.

2. Approval and Variance Grant. The Plans for the Improvements and the intended use of the Subject Tract evidenced thereby have been reviewed and are hereby approved by the BEDC for all purposes. BEDC agrees that Acutronic may construct the Improvements on the Subject Tract in substantial compliance with the Plans without the requirement of any additional approvals or variance grants from BEDC. For that purpose, BEDC hereby grants: (a) all approvals of BEDC (or the Board thereof) specifically required under the Protective Covenants with respect to the Plans and the construction and operation of the Improvements; and (b) a variance in each case from any requirement, covenant, or limitation set forth in the Protective Covenants that the construction and operation of the Improvements in accordance with the Plans would otherwise conflict with or violate; specifically including, but not limited to, the following:

(a) The requirement that all “Area A” primary or accessory structures be constructed in Masonry under Section C.2(a) is varied to allow construction of the Improvements using steel, glass, metal siding and such other materials set forth in the Plans (which materials BEDC hereby approves);

(b) All construction commencement and completion date requirements and deadlines set forth in Section D are varied and waived with respect to the Subject Tract and shall not affect the Subject Tract or the construction of the Improvements;

(c) The limitations on principal buildings per lot set forth in Section E.4 and Section E.7 are varied and waived with respect to the Subject Tract. All buildings shown in or contemplated by the Plans (whether primary or accessory) shall be permitted on the Subject Tract and shall not be subject to the Side yard setback requirement set forth in Section E.3 except with respect to the property line boundaries (i.e. any Side yard setback requirement between buildings on the Subject Tract is varied and waived);

(d) The prohibition on driveways within fifty (50) feet of any street intersection set forth in Section I is varied to specifically permit the driveways, entryways, and roads at the locations set forth in the Plans notwithstanding the location of any current or future street intersections; and

(e) The use and storage on the Subject Tract of such liquids and materials to be used in Acutronic’s ordinary course of business (and in full compliance with all applicable regulations and laws) of whatever quantity, whether petrochemical compounds or flammable, or including, without limitation, those liquids and materials enumerated in the Plans, are hereby approved under Section Q,7, and no further prior approval shall be required for the same.

3. Amendment. To the extent BEDC is not authorized or empowered under the Protective Covenants to grant any of the foregoing approvals, variances or requirement waivers, BEDC hereby amends the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) to authorize and empower BEDC to grant all such approvals and variances.

4. Non-Revocable. This Approval shall run with the Subject Tract and may not be revoked, amended, superseded, or replaced by BEDC (or its successors and assigns) without the written consent of Acutronic. Any instrument that would cause such revocation, amendment, superseding, or replacement shall not be effective with respect to the Subject Tract unless Acutronic has joined in and executed the same.

5. Assignment. Acutronic may assign this Approval in whole or in part.

6. No Responsibility of BEDC. BEDC bears no responsibility for ensuring: (a) the structural integrity or soundness of any Improvements; (b) the compliance with building codes or other governmental requirements; or (c) that the Improvements are fit for their intended purpose.

7. Miscellaneous. For purposes of facilitating the execution of this Approval: (a) the signature pages taken from separate individually executed counterparts of this Approval may be combined to form multiple fully executed counterparts; and (b) an electronic or other signature shall be deemed to be an original signature for all purposes. All executed counterparts of this Approval shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same approval. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Protective Covenants. All references to Sections herein refer to the Sections of the Protective Covenants unless otherwise stated.

[Signature Page Follows.]

EXECUTED as of the Effective Date first above written.

BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me this ____ day of May 2024, by _____, as _____ of BASTROP ECONOMIC DEVELOPMENT CORPORATION, a Texas public corporation, on behalf of the same.

(seal)

Notary Public – State of Texas

EXHIBIT "A"

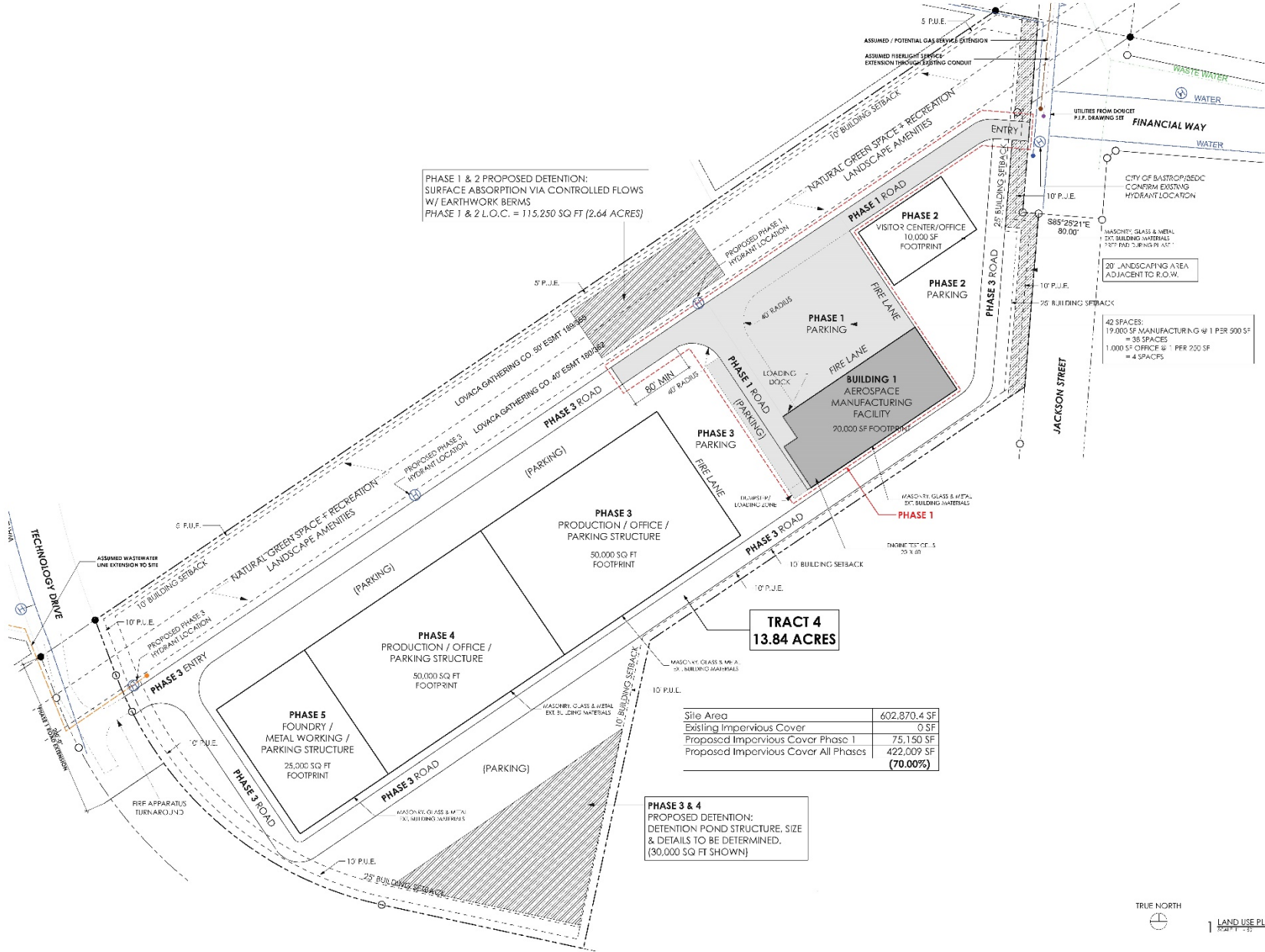
DESCRIPTION OF SUBJECT TRACT

Tract 4, REPLAT OF LOT 1 CONSERVATION AREA AND RESERVE AREA "D" BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, a subdivision in Bastrop County, Texas, according to the map or plat of record in Volume 8, Page 43A, of the Plat Records of Bastrop County, Texas.

EXHIBIT "B"

LIST OF PLANS

Attached



PHASE 1 & 2 PROPOSED DETENTION:
SURFACE ABSORPTION VIA CONTROLLED FLOWS
W/ EARTHWORK BERMS
PHASE 1 & 2 L.O.C. = 115,250 SQ FT (2.64 ACRES)

**TRACT 4
13.84 ACRES**

Site Area	602,870.4 SF
Existing Impervious Cover	0 SF
Proposed Impervious Cover Phase 1	75,150 SF
Proposed Impervious Cover All Phases	422,009 SF
	(70.00%)

PHASE 3 & 4
PROPOSED DETENTION:
DETENTION POND STRUCTURE, SIZE
& DETAILS TO BE DETERMINED.
(30,000 SQ FT SHOWN)



CALIFORNIA REGISTERED ARCHITECT
STATE OF TEXAS REGISTERED ARCHITECT



NOT FOR CONSTRUCTION

ACUTRONIC
BASTROP BUSINESS AND INDUSTRIAL PARK
BASTROP, TEXAS

DATE: 05.16.2024
PROJECT: ACUTRONIC
DRAWN BY: CP, KP
DATE: 2024.05.16
SCALE: AS SHOWN

DATE: 05.16.2024
PROJECT: ACUTRONIC

DATE: 05.16.2024
PROJECT: ACUTRONIC

A0.11

DATE: 05.16.2024
PROJECT: ACUTRONIC

Hazardous Materials

Area	Part # / Contents	Description	Container Type	Container Size	Quantity	Storage Location
APS - Electronics	Fine L Coat UR	Conformal Coating	Metal Can	12 Ounce	24	Warehouse
APS - Electronics	Methanol	Electronics cleaner (Sonic Washer)	Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Isopropyl Alcohol		Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Denatured Alcohol		Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Vigon EFM	Electronics cleaner (Can)	Metal Can	300 Milliliters	8	Warehouse
APS - Electronics	222 MS	Loctite	Plastic Container	1.69 Ounces	8	Electronics Department
APS - Electronics	Techspray 1978-1 (Silicon Free)	HS Compound 1	Plastic Container	1 Pound	2	Electronics Department
APS - Electronics	Berquist Gap Filler TGF 3600	HS Compound 2	Cartridge	50 CC	10	Refrigerator
APS - Electronics	Laird A17170-02	HS Compound 3	Cartridge	12 Ounces	4	Electronics Department
APS - Electronics	979	Flux 1	Plastic Bottle	1 Gallon	2	Electronics Department
APS - Electronics	MG Chemicals 8341	Flux 2	Syringe	.35 Ounces	8	Electronics Department
APS - Electronics	Elma A1	Electronics Cleaner	Plastic Bottle	2.5 Liters	2	Electronics Department
APS - Electronics	Dust Off Electronics Compressed Air	Canned Air	Metal Can	10 Ounces	24	Electronics Department
APS - Electronics	Deionized Water	Deionized Water	Plastic Bottle	1 Gallon	2	Electronics Department
APS - Electronics	DP-110 (translucent)	Epoxy	Cartridge	1.7 Ounces	4	Electronics Department
APS - Stators	EP11HTFS Gray 50ml	Epoxy	Cartridge (50ml)	50 Milliliters	24	Stator Department
APS - Stators	3M Scotchcast 260	Powder Coat	Metal Container	44 Lbs	2	Stator Department
APS - Stators	Eleantas Elan Guard EM59-60MR	Emulsification	Plastic Container	5 Gallon	2	Stator Department
APS - Stators	CRC SP-400	Rust Inhibitor	Metal Can	10 Ounces	24	Warehouse
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APS - Rotors	Acetone	Acetone	Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Rotors	Elma A4	Cleaner (Sonic Washer Lycoming)	Plastic Bottle	2.5 Liters	2	Rotor Department
ATI - Test Cell	Jet-A	Turbine Engine Fuel	Metal Drum	55 Gallon	2	Large anti-Flammable Cabinet
ATI - Test Cell	JP-10	Turbine Engine Fuel	Metal Drum	55 Gallon	2	Large anti-Flammable Cabinet
ATI - Build	Radcolube	Lubricating Oil	Metal Can	1 Gallon	4	Large anti-Flammable Cabinet
ATI - Build	Catrol, Mobil, 888	Lubricating Oil	Plastic Container	1 Liter	10	Large anti-Flammable Cabinet
AAI - Electronics	Isopropyl Alcohol, Laboratory Grade		Plastic Container	1 Gallon	6	Small anti-Flammable Cabinet
AAI - Electronics	Isopropyl Alcohol, General Grade		Metal Drum	5 Gallon	10	Small anti-Flammable Cabinet
AAI - Electronics	Lacquer Thinner		Metal Container	1 Gallon	2	Small anti-Flammable Cabinet
AAI - Electronics	Aeroshell Grease		Metal Container	1 Gallon	2	Small anti-Flammable Cabinet
AAI - Electronics	Acetone		Metal Container	1 Quart	4	Small anti-Flammable Cabinet
AAI - Electronics	Mineral Spirits		Plastic Container	1 Quart	2	Small anti-Flammable Cabinet
AAI - Electronics	Propane	MAP Gas Canisters for Torches	Metal Canister	14.1 Ounce	6	Small anti-Flammable Cabinet

AFTER RECORDING RETURN TO:

Steven R. Martens
 Jackson Walker LLP
 100 Congress Ave., Suite 1100
 Austin, Texas 78701

**APPROVAL AND VARIANCE GRANT
 TO PROTECTIVE COVENANTS**

This Approval and Variance Grant to Protective Covenants (this “*Approval*”) is executed to be effective as of May ___, 2024 (the “*Effective Date*”) by **BASTROP ECONOMIC DEVELOPMENT CORPORATION**, a Texas economic development corporation (together with the Board of Directors thereof, “*BEDC*” or “*Declarant*”) for the benefit of **ACUTRONIC REAL ESTATE INC.**, a Delaware corporation (together with its affiliates, successors and assigns, “*Acutronic*”).

RECITALS:

A. BEDC executed and filed of record that certain Sixth Amendment to the Protective Covenants, Conditions and Restrictions (alternatively referred to as the Sixth Amended Protective Covenants) Bastrop Business and Industrial Park recorded under Document No. 201505739 of the Official Public Records of Bastrop County, Texas (as amended, the “*Protective Covenants*”) over real property located in Bastrop County described therein, including that certain tract of real property more particularly described on Exhibit “A” attached hereto (the “*Subject Tract*”).

B. BEDC reserved the right to amend the Protective Covenants and to approve plans and grant variances to certain requirements thereunder.

C. Acutronic has agreed to purchase the Subject Tract from BEDC and BEDC has agreed to sell the Subject Tract to Acutronic, subject to BEDC granting certain approvals and variances and amending certain requirements under the Protective Covenants with respect to the Subject Tract, and only the Subject Tract

D. Acutronic submitted site development plans, construction plans, and other plans and specifications setting forth building materials used, set-backs, parking, and other items evidencing the intended use of the Property (collectively, the “*Plans*”) to BEDC for the construction and development of improvements (“*Improvements*”) to be located on the Subject Tract, as identified in the land use plan and list of liquids and materials attached hereto as Exhibit “B”.

THEREFORE, BEDC hereby approves the Plans, grants certain variances, and amends certain requirements in each case under the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein for all purposes.

2. Approval and Variance Grant. The Plans for the Improvements and the intended use of the Subject Tract evidenced thereby have been reviewed and are hereby approved by the BEDC for all purposes. BEDC agrees that Acutronic may construct the Improvements on the Subject Tract in substantial compliance with the Plans without the requirement of any additional approvals or variance grants from BEDC. For that purpose, BEDC hereby grants: (a) all approvals of BEDC (or the Board thereof) specifically required under the Protective Covenants with respect to the Plans and the construction and operation of the Improvements; and (b) a variance in each case from any requirement, covenant, or limitation set forth in the Protective Covenants that the construction and operation of the Improvements in accordance with the Plans would otherwise conflict with or violate; specifically including, but not limited to, the following:

(a) The requirement that all “Area A” primary or accessory structures be constructed in Masonry under Section C.2(a) is varied to allow construction of the Improvements using steel, glass, metal siding and such other materials set forth in the Plans (which materials BEDC hereby approves);

(b) All construction commencement and completion date requirements and deadlines set forth in Section D are varied and waived with respect to the Subject Tract and shall not affect the Subject Tract or the construction of the Improvements;

(c) The limitations on principal buildings per lot set forth in Section E.4 and Section E.7 are varied and waived with respect to the Subject Tract. All buildings shown in or contemplated by the Plans (whether primary or accessory) shall be permitted on the Subject Tract and shall not be subject to the Side yard setback requirement set forth in Section E.3 except with respect to the property line boundaries (i.e. any Side yard setback requirement between buildings on the Subject Tract is varied and waived);

(d) The prohibition on driveways within fifty (50) feet of any street intersection set forth in Section I is varied to specifically permit the driveways, entryways, and roads at the locations set forth in the Plans notwithstanding the location of any current or future street intersections; and

(e) The use and storage on the Subject Tract of such liquids and materials to be used in Acutronic’s ordinary course of business (and in full compliance with all applicable regulations and laws) of whatever quantity, whether petrochemical compounds or flammable, or including, without limitation, those liquids and materials enumerated in the Plans, are hereby approved under Section Q,7, and no further prior approval shall be required for the same.

3. Amendment. To the extent BEDC is not authorized or empowered under the Protective Covenants to grant any of the foregoing approvals, variances or requirement waivers, BEDC hereby amends the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) to authorize and empower BEDC to grant all such approvals and variances.

4. Non-Revocable. This Approval shall run with the Subject Tract and may not be revoked, amended, superseded, or replaced by BEDC (or its successors and assigns) without the written consent of Acutronic. Any instrument that would cause such revocation, amendment, superseding, or replacement shall not be effective with respect to the Subject Tract unless Acutronic has joined in and executed the same.

5. Assignment. Acutronic may assign this Approval in whole or in part.

6. No Responsibility of BEDC. BEDC bears no responsibility for ensuring: (a) the structural integrity or soundness of any Improvements; (b) the compliance with building codes or other governmental requirements; or (c) that the Improvements are fit for their intended purpose.

7. Miscellaneous. For purposes of facilitating the execution of this Approval: (a) the signature pages taken from separate individually executed counterparts of this Approval may be combined to form multiple fully executed counterparts; and (b) an electronic or other signature shall be deemed to be an original signature for all purposes. All executed counterparts of this Approval shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same approval. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Protective Covenants. All references to Sections herein refer to the Sections of the Protective Covenants unless otherwise stated.

[Signature Page Follows.]

EXECUTED as of the Effective Date first above written.

BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me this ____ day of May 2024, by _____, as _____ of BASTROP ECONOMIC DEVELOPMENT CORPORATION, a Texas public corporation, on behalf of the same.

(seal)

Notary Public – State of Texas

EXHIBIT "A"

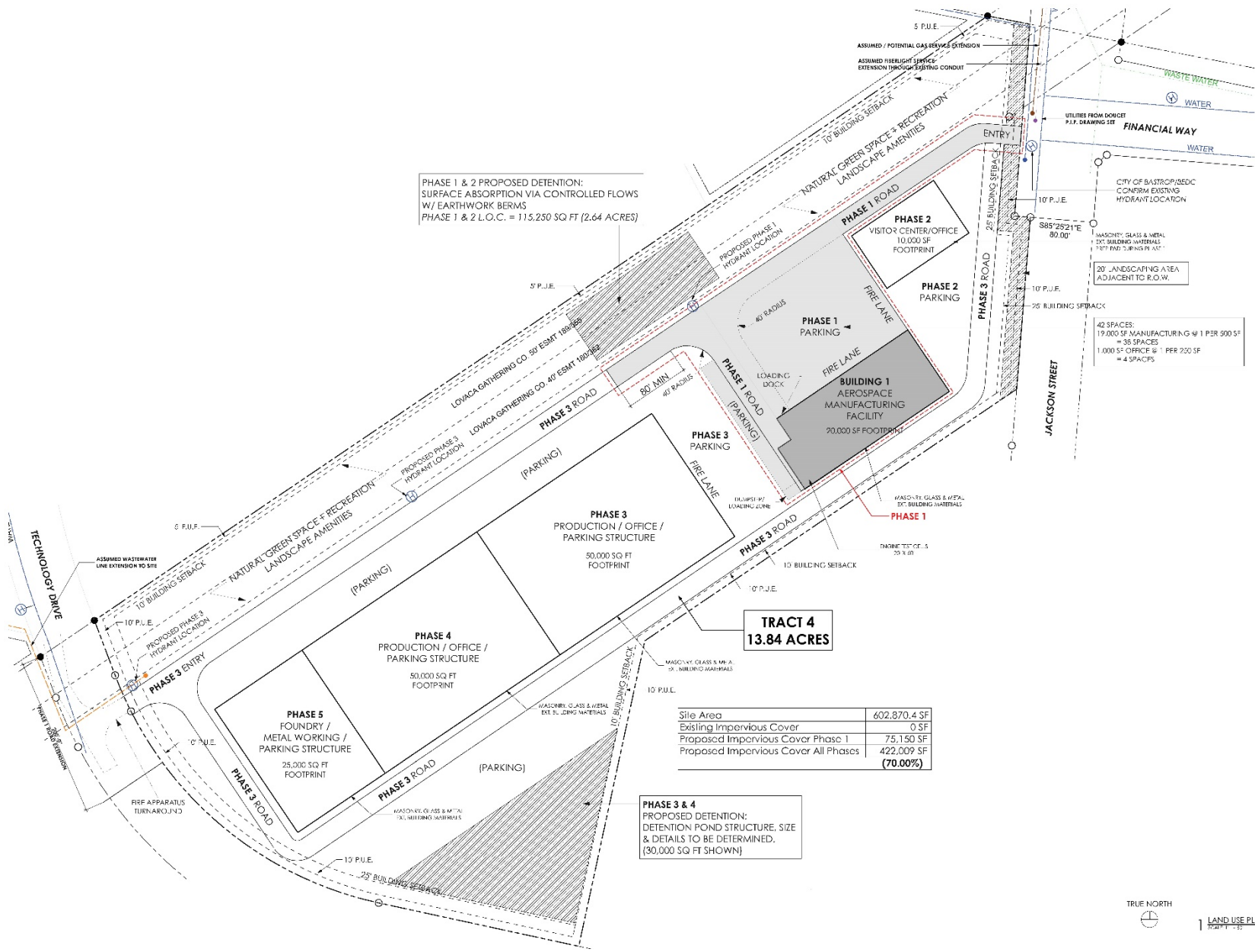
DESCRIPTION OF SUBJECT TRACT

Tract 4, REPLAT OF LOT 1 CONSERVATION AREA AND RESERVE AREA "D" BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, a subdivision in Bastrop County, Texas, according to the map or plat of record in Volume 8, Page 43A, of the Plat Records of Bastrop County, Texas.

EXHIBIT "B"

LIST OF PLANS

Attached



DICK CLARK + ASSOCIATES
ARCHITECTURE + INTERIORS
512.472.4428 • WWW.DICKCLARK.COM
3118 GUSTY TREE STREET, AUSTIN, TX 78702

CAD FILE: 20240516.DWG
FILE: 20240516.LAY
LAYOUT: 20240516.LAY
COP: 20240516.LAY



PROJECT: 2024 05 16 2024

NOT FOR CONSTRUCTION

ACUTRONIC
BASTROP BUSINESS AND INDUSTRIAL PARK
BASTROP, TEXAS

DRAWN BY: CP, KP
DATE: 2024 05 16
LAND USE PLAN

SCALE: AS SHOWN

SHEET TITLE: LAND USE PLAN

A0.11

DATE: May 16, 2024 10:25AM
BY: DICK CLARK + ASSOCIATES

Hazardous Materials

Area	Part # / Contents	Description	Container Type	Container Size	Quantity	Storage Location
APS - Electronics	Fine L Coat UR	Conformal Coating	Metal Can	12 Ounce	24	Warehouse
APS - Electronics	Methanol	Electronics cleaner (Sonic Washer)	Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Isopropyl Alcohol		Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
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APS - Stators	3M Scotchcast 260	Powder Coat	Metal Container	44 Lbs	2	Stator Department
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AAI - Electronics	Mineral Spirits		Plastic Container	1 Quart	2	Small anti-Flammable Cabinet
AAI - Electronics	Propane	MAP Gas Canisters for Torches	Metal Canister	14.1 Ounce	6	Small anti-Flammable Cabinet



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider action to approve Resolution No. R-2024-69 of the City Council of the City of Bastrop, Texas amending a contract for the update to the 2016 Comprehensive Plan to Halff Associates, Inc to increase the contract price by an amount not to exceed Forty Thousand, Two Hundred Eighty Dollars (\$40,280.00) hereby attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Resolution 2023-66 was approved to provide funding for the start of a comprehensive plan rewrite for an amount of \$118,240.

During this time, staff was working through minor amendments of the B3 Code and put a pause on the comprehensive plan. The time is now to revisit the plan as the code amendments have highlighted several disconnects between the plan and the development code (B3).

The \$118, 240 was funded out of one-time general fund expenditures and is encumbered. The remaining amount of \$40,280 will be funded in the FY 25 budget year from the Development Services Fund where long-range planning occurs.

FISCAL IMPACT:

\$40,280 – FY 2025 Development Services Fund

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-69 of the City Council of the City of Bastrop, Texas amending a contract for the update to the 2016 Comprehensive Plan to Halff Associates, Inc to increase the contract price by an amount not to exceed Forty Thousand, Two Hundred Eighty Dollars (\$40,280.00) hereby attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

1. Scope of Services
2. Halff Labor Cost
3. Prior Resolution
4. Resolution No. R-2024-69

ATTACHMENT A

BASIC SCOPE OF SERVICES PLANNING SERVICES FOR Bastrop 5-Year Land Use Update PROJECT DESCRIPTION

Halff shall provide planning services to the City of Bastrop (“City”) that result in Bastrop 5-Year Land Use Update (the “Project”). The primary purpose of this planning effort is to prepare an update to the City of Bastrop’s Comprehensive Plan, with a focus on growth and land use, Chapters 2 and 5, respectively. By engaging the citizens of Bastrop, we seek to evaluate and confirm the trajectory of growth and development. This planning process and the resulting policies will be critical to the City’s ability to continue to promote intentional and positive growth in the future. This involves reinforcing distinctive community assets, incorporating city leaders and citizen feedback into long-term objectives, and ensuring coherence across multiple master plans and regulations. Building upon recent plans, this effort integrates existing reviews to further refine our strategies for the City’s future development.

PLANNING PROCESS PARAMETERS

This Scope of Services (the “Scope of Services”) is subject to the following parameters:

1. It is anticipated that the Plan will take 9 months to complete – including delivery of a draft report to the City Council. The subsequent timeframe and adoption of the final Plan will vary depending on the City’s scheduling preferences.
2. The Project will begin from the date of contract execution and will follow a task-by-task schedule prepared as part of the Project initiation process outlined in this Scope of Services. Any adjustments made to the Project schedule during the Project term will be jointly agreed upon between the City and Halff.
3. The study area will include all property within the City of Bastrop city limits and extraterritorial jurisdiction. Other surrounding properties or facilities that may be utilized by the City of Bastrop with the goal of achieving an orderly long-term growth and development may be considered as mutually agreed upon between the City and Halff.
4. Draft and final Plan reports will be prepared in electronic (e.g., Adobe In-Design) format. Reports will be provided to the City in INDD, PDF format suitable for distribution electronically and for posting to the City website. Mapping files will be provided in ArcGIS format including shapefiles and layer packages for use by the City.
5. Tasks undertaken as part of this Project may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the Scope of Services.
6. Day-to-day project record-keeping or summaries will be prepared in Microsoft Office programs (Word, Excel, PowerPoint, etc.).
7. References to a “Trip” within this Exhibit refer to travel to the City by members of the Halff team from outside of City of Bastrop. If deemed necessary and upon agreement between the City and Halff “Trip” activities, meetings, and events may be conducted solely as “virtual” engagements using suitable video-conferencing technology.

8. Where possible, committee and planning meetings will be scheduled by Halff and/or the City on concurrent days and evenings for greater project efficiency.
9. Staff will support and participate in the preparation of the planning process, specifically in the facilitation and outreach efforts of the engagement process, collection of data, support of internal CPC committee and P&Z, review of plan recommendations, and general guidance.
10. Any additional meetings or events beyond those shown in the Scope of Services will be considered an additional service and are not included in this Scope of Services.
11. Only minor revisions will be made following approval or adoption to produce the final deliverables. Substantive revisions after approval or adoption may require additional services depending on their nature and the current budget status.
12. Halff anticipates that the GIS shapefiles and associated data represent an up-to-date depiction of the existing conditions. In the instance that the City's data is out-of-date, inaccurate, or otherwise not usable for creating base maps, or to perform the identified analyses set out in this Scope of Services, Halff may request that the City update the data so that it is accurate and usable, or may request an additional service to undertake the data creation/correction on behalf of the City. Delays in receiving accurate data or creating new base map data (as may be needed to undertake the requisite tasks set out in this Scope of Services), may delay overall completion of the Project.
13. Halff will prepare data analysis of demographics, existing conditions, or other relevant environmental factors using the latest data provided by the City or available publicly at the time of task compilation. Halff will request an additional service to update those analyses if existing conditions change during the Project.
14. Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as meeting notes and minutes.
15. The final document will be an edited version of the 2016 Comprehensive Plan.

PHASE 1 – INITIATION AND ADMINISTRATION

Project organization activities will enable Halff and the City to efficiently initiate the Project by providing that necessary project information and administrative structures are in place to begin subsequent research and public outreach activities.

TASK 1.01 - PROJECT INITIATION & KICK-OFF

Halff will coordinate a project kick-off conference call with the City to discuss project logistics, establish key milestones, request information to be provided by City, refine the planning process and calendar, coordinate field trips or site visits, overview the QA/QC process, establish project goals and schedule, discuss composition of stakeholder groups/advisory committee, discuss project brand considerations, and review the public engagement strategy.

- **Orientation.** City staff and Halff team will meet to go over scope, process and gain a complete understanding of the roles and responsibilities of all project participants and desired project outcomes.
- **Schedule.** A draft project schedule will be discussed and refined.
- **Public Engagement Plan.** Halff will develop a draft Public Engagement Plan (PEP) that outlines key milestones, dates, strategies, and input targets for the entire project. The PEP will also include detailed engagement strategies needed for the specific plans. The PEP will be developed and agreed upon by City staff and Halff team within the first month of the project. The document will be used to guide community engagement efforts.
- **Metrics.** Key project milestones will be discussed and agreed upon as well as QA/QC.

TASK 1.02 – REQUEST FOR INFORMATION AND DATA COLLECTION

Halff will obtain key maps, GIS files, CAD data, 3D modeling data, and any other relevant background data from the City, including digital copies of existing plans, studies, and other ongoing projects and plans from the City that may impact this planning process. Halff will utilize publicly available data to the best of Halff's ability. Halff will prepare a Request for Information (RFI) for the City to provide important background data, files, photos, plans, and other pertinent information to the Project. The RFI will also include information from City staff documenting progress implementing prior plan actions to understand previous plan implementation progress and which plan goals and objectives remain community priorities.

TASK 1.03 – PUBLIC ENGAGEMENT PLAN

Halff will work with the City to finalize the Public Engagement Plan (PEP). The documented PEP will be used to guide community engagement efforts and will expand upon this Scope of Services by outlining key milestones, outreach techniques, responsible parties, anticipated outreach schedule and by noting how each activity integrates with the planning process.

TASK 1.04 – BASE MAP

Halff will use relevant GIS data provided by the City to prepare a project base map. Halff assumes that the data is already available through existing GIS inventories. The City will work to assemble and provide Halff with the most current data in GIS shapefile format (for mapping items), PDF for reports or documents, and CAD for other applicable design elements. A data request form will be prepared at the beginning of the Project requesting specific datasets. Except as stated herein, Halff is not responsible for increasing the accuracy and precision or otherwise improving data received directly from the City or other vendors.

TASK 1.05 – PROJECT MANAGEMENT

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and City's Project Administrator may hold check-in calls a monthly, or as needed to coordinate, review action items, and maintain the Project schedule.

TASK 1.06 – QA/QC

Halff will perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.

Phase 1 Meeting Summary

- Phase 1 meetings include project check-in meetings and the Kick-off meeting (Trip #1), or as determined in the PEP.

Phase 1 Items Provided by City

- Attendance of meetings
- Confirmation of meeting and workshop dates, and location
- Communication to stakeholders, public and City Council for meeting notification and participation attendance.
- City data, plans, policies and procedures, maps, reports, capital expenditures, and other materials as described in the task descriptions and Exhibit C (City Support).

Phase 1 Deliverables:

- PDF document of the Public Engagement Plan (PEP) summarizing outreach strategies, public meetings, partnerships, stakeholders. The PEP will include the outreach schedule and locations for meetings or workshops. Overall Project Schedule; Meeting summaries in PDF document; OneDrive Folder Access; Stakeholder/Departmental Questionnaire PDF document; GIS shape files, PDF, and/or JPEG files of maps to be used in presentations, communication media, and other documents at the City.

PHASE 2 – EXISTING CONDITIONS

Halff will work with City staff to capture and analyze the community’s existing conditions and will identify factors that will influence how the Plan will be built. Subtasks will occur in conjunction with initial community engagement activities to align demand-based and research-based findings.

TASK 2.01 – EXISTING STUDIES REVIEW

Halff will review and analyze previous studies/plans and other documentation identified by the City that may influence the plan development and create alignment across the planning efforts for implementation. This will include but is not limited to:

- Previous park master plan;
- Previous trails master plan;
- Previous comprehensive plan;
- Master Drainage Plan
- Water and Wastewater Master Plan;
- Transportation Master Plan;
- Current land development regulations;
- Current city zoning and Future Land Use Plan;
- Development trends and maps.

TASK 2.02 – RECORD OF ACCOMPLISHMENTS

Halff will prepare a record of accomplishments from the current comprehensive plan for the City to complete related to what initiatives/actions from previous planning efforts have been completed and what initiatives/actions are still outstanding and still warranted.

Phase 2 Meeting Summary

- Phase 2 meetings include regular project check-in meetings, or as determined in the PEP.

Phase 2 Items Provided by City

- Record of Accomplishments Form; Department Questionnaire; Provide material to Halff as baseline understanding of staff needs and changes from 2016. Will not be used as sole guidance for edits to plan but is critical information to Halff to understand progress and present status.

Phase 2 Deliverables:

- Review of existing studies to be incorporated into final plan and record of accomplishments to be incorporated into final plan.

PHASE 3 – COMMUNITY ENGAGEMENT

Community outreach activities will occur throughout the Project term. Subtasks include those activities that will be administered on a recurring or ongoing basis. Where applicable, many of the subtasks listed herein are also cross-referenced in subsequent tasks to illustrate their relationship to other project activities.

TASK 3.01 – COUNCIL VISIONING WORKSHOP

Halff will lead one (1) 60-75 minute workshop with City Council prior to or as part of the public kick-off. This visioning session is viewed as an opportunity to identify their general goals and desired outcomes for this process and visioning Q&A related to recent and future development of the community. This discussion of core values and desires with will help foster specific goals and priorities to achieve those community objectives through various future planning efforts.

TASK 3.02 – ONLINE SURVEY

Halff will prepare and administer one online public survey during the planning process, including drafting the survey and social media flyer, and seeking approval from the City. Halff will host the survey through third-party platform. The City will be responsible for advertising the survey through various channels, such as social media, the website, and other media outreach tools. The survey results will be tabulated by Halff and incorporated into the plan as necessary.

TASK 3.03 – PUBLIC MEETING

Halff will hold one (1) public meeting as a Community Open House during this Project. Halff will conduct a community open house towards the end of the outreach phase of the planning process. This open house will follow Council, P&Z, Stakeholder, Technical Committee inputs and exercises. The purpose of the open house is to present some preliminary plan themes, collect community preferences and big ideas, and glean a clear understanding of the citizen desires for future growth and development. The exact date and format will be determined in the Public Engagement Plan. Halff will prepare the necessary materials and activities, while the City will assist with securing a location, advertising, and staffing the open houses. The City will be responsible for advertising the meeting(s) through various channels, such as social media, the website, and other media outreach tools.

TASK 3.04 – TECHNICAL COMMITTEE

Halff will utilize a Technical Committee comprised of key staff from different departments in the City. This group will be convened for two (2) total meetings during this process. The primary role of the group is to review key issues and opportunities and provide feedback on the feasibility of proposed recommendations. The intent is that this group becomes the foundation for leading post-adoption plan implementation.

TASK 3.05 – STAKEHOLDER LISTENING SESSIONS

Halff will facilitate three (3) small group listening sessions (45 minutes) with key stakeholders identified by the City. Each group should be comprised of five to eight people and are intended to identify important issues as it relates to the planning Project in Bastrop. Halff may offer to send a stakeholder invite letter template to help the City. Meeting with the following potential stakeholders is suggested, but may be altered based on suggestions by the City:

- Developers
- Utility providers
- Neighborhood Associations
- Businesses

- Bastrop ISD
- County Representatives
- EDC

TASK 3.06 – ELECTED AND APPOINTED OFFICIALS BRIEFINGS

Halff will provide a total of three (3) in-person meetings with the Planning and Zoning Commission throughout the planning process. The three meetings will generally account for the following:

- Issue identification and land use workshop
- Midpoint check-in and review of public input and findings
- Presentation of the complete draft plan for feedback and final direction

Phase 3 Meetings Summary

- A total of 11 meetings including 2 Technical Committee meetings, 3 Stakeholders Listening Sessions, 1 Public Meeting, 1 Workshop, 3 P&Z briefings, and 1 City Council Meeting, or as determined in the PEP.

Phase 3 Items Provided by City

- Facilitation of meeting, participation in presentations.

Phase 3 Deliverables:

- Meeting presentations and summaries, advertisements, public meeting presentation boards, draft and final survey questions, survey summary, and a stakeholder invite letter.

PHASE 4 – ANALYSIS

Following the receipt of data and documentation provided as part of prior phases, the City and Halff will affirm baseline assumptions regarding the City’s conditions, assets and organizational structure. Baseline analysis activities will take place concurrent to initial community outreach activities and results will be affirmed by the City prior to Halff’s initiation of subsequent needs assessment activities (unless otherwise stated).

TASK 4.01 – POPULATION PROJECTIONS

Halff will develop population projections based on past population trends and review of existing forecasts from the County, MPO, ISDs, and regional water planning areas. The population projections will be confirmed by the City.

TASK 4.02 – GROWTH PATTERN ANALYSIS

Halff will examine the City’s growth patterns and analyze changes since the adoption of the previous comprehensive plan with a focus on updates to Chapter 2.

Data analysis for Task 4.01 Population Projections and 4.02 Growth Pattern Analysis will include:

- Current population, past growth patterns;
- Future growth forecasts;
- Typical population profile, based on sex, age, ethnicity, income and education;
- Regional population characteristics;
- Key population needs based on demographics.

TASK 4.03 – GAP ANALYSIS

Halff will prepare a summary of challenges and gaps between the B3 Code and the relevant comprehensive plan update chapters (2 and 5) to identify opportunities to improve alignment. Halff will analyze the consistency between this plan and the City’s existing regulations.

TASK 4.04 – LAND USE OBJECTIVES & ALIGNMENT

Halff will work with the Technical Committee to set objectives for the Future Land Use Plan and associated growth plans in order to complete the draft maps. These objectives will also set the stage for Chapter 2 and Chapter 5 edits following the public and Council inputs.

Phase 4 Meeting Summary

- Technical Committee, P&Z meeting; and regular check in meetings, or as determined in the PEP.

Phase 4 Items Provided by City

- Provide comments, facilitate discussion with committees or stakeholders, as determined in the PEP.

Phase 4 Deliverables:

- Population projections and updated growth patterns, B3 Code gap analysis, primary targets for land use plan objectives and recommendations for plan alignments.

PHASE 5 – DRAFT RECOMMENDATIONS

The following elements will build off phases 3 and 4 to affirm direction and develop objectives to align plans and strategies. Halff will provide initial draft of Chapters 2 and 5 for City staff review and discussion.

TASK 5.01 – VISION AND GOALS

Halff will confirm the community vision and craft a set of overarching plan goals based on community engagement. This includes summarizing early public engagement efforts to help develop broad aspirational statements that serve as a fundamental baseline for more specific plan concepts and recommendations.

TASK 5.02 – FUTURE LAND USE PLAN

Halff will develop a future land use map and associated descriptions and create new land use recommendations. The updates will utilize the character framework to provide more guidance for specific areas of the community. The recommendations will align with community input, recent development trends, and industry trends, as well as, take into consideration current and future climate conditions relating to rainfall, flooding and extreme heat.

TASK 5.03 – DRAFT PLAN CHAPTERS 2 & 5

Halff shall provide a draft of Chapters 2 and 5 for staff and committee review and comment.

Phase 5 Meeting Summary

- 1 Technical Committee meeting; 1 P&Z Meeting; check in meetings, or as determined in the PEP.

Phase 5 Items Provided by City

- Review and edits, as appropriate. Quick solicitation of comments from other staff members to move forward to final resolution.

Phase 5 Deliverables:

- Vision and goals, future land use map, and draft Chapters 2 and 5.

PHASE 6 – FINAL PLAN

Activities to compile all Plan products into a report and present to the City for adoption or approval.

TASK 6.01 – IMPLEMENTATION PLAN

Halff will consolidate the recommendations for Chapter 2 and 5 into a work program, categorizing implementation actions based on types and responsible entities, including operational changes, capital investments, operational investments, regulations, and future studies. The actions will be organized into an implementation action plan that prioritizes actions in the near-, mid-, and long-term, specifying action types and responsible parties.

TASK 6.02 – FINAL PLAN CHAPTERS 2 & 5

Halff shall consolidate all staff and committee comments into a final draft of Chapters 2 and 5.

TASK 6.03 – PROJECT CLOSE-OUT AND TRANSMITTAL

Halff will provide electronic versions of all original files prepared by Halff related to preparation of the plan, including photo inventory, presentations, GIS shapefiles, and other graphic and document original files.

Phase 6 Meeting Summary

- 1 City Council Meeting; check in meetings, or as determined in the PEP.

Phase 6 Items Provided by City

- Review and edits, as appropriate.

Phase 6 Deliverables:

- Final Chapters 2 and 5, meeting presentations, and project close-out items.

ATTACHMENT B
BASIS OF COMPENSATION

BASIC SERVICES – FEE SUMMARY.

Planning services as described in Exhibit A will be provided by Halff on a lump sum basis, with an authorized lump sum contract fee of \$156,520 for the Bastrop Comprehensive Plan Land Update. The lump sum fee includes compensation for document copying, printing, mileage and associated expenses necessary for the planning effort. Fees for services will be invoiced monthly, based on the percentage of work completed.

	FEES
Phase 1: Initiation and Administration	\$19,130.00
Phase 2: Existing Conditions	\$23,030.00
Phase 3: Community Engagement	\$41,010.00
Phase 4: Analysis	\$27,970.00
Phase 5 Draft Recommendations	\$20,220.00
Phase 6 Final Plan	\$17,710.00
Base Services	\$156,270.00
Supplies, materials	\$1,500.00
Travel	\$750.00
TOTAL SERVICES	\$158,520.00

ADDITIONAL SERVICES AND MEETINGS

During the course or at the conclusion of the Project, the City may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts or subsequent phases not anticipated at project initiation or as set out in Attachment A, Scope of Services. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to the Professional Services Agreement and this Attachment A, Scope of Services, or set out as follow up additional phase services. This will include a corresponding modification to the maximum not-to-exceed amount set out in Attachment B, Basis of Compensation, and, if necessary, the time of performance as set out in Attachment D, Project Schedule. Additional printing or publication expenses will be charged in accordance with Attachment B, *Basis of Compensation*. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the Scope of Services. Should the need arise for additional services, including meetings, Halff can provide such services on an hourly basis and/or agreed upon fee.

ATTACHMENT C CITY SUPPORT

The City will provide administrative and technical support to assist Halff in performing the Scope of Services described in Attachment A. The support to be provided by the City will include the following types of services and tasks:

- The City will appoint a contact person, “Project Administrator,” to work with Halff to act as an intermediary between staff, elected and appointed officials, committees, non-project consultants and other governmental jurisdictions and agencies as required. Halff will take direction from the City’s Project Administrator or City Manager only.
- It is the responsibility of the City’s Project Administrator to coordinate, compile, and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables.
- The City will provide information from all previous planning studies and master plans that may influence the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the City will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the Project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables. Documents identified include:
 - B3 Code;
 - Previous park master plan;
 - Previous trails master plan;
 - Previous comprehensive plan;
 - Master Drainage Plan
 - Water and Wastewater Master Plan;
 - Transportation Master Plan;
 - Current land development regulations;
 - Current city zoning and Future Land Use Plan;
 - Development trends and maps;
- The City will provide Halff with the most recently updated digital base map of the planning area with City limits and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles.
 - Because of the graphic nature of the planning deliverables, draft and final reports will be prepared in GIS and Adobe InDesign format (INDD). Base mapping, graphics, and report documents will be prepared in GIS, INDD, and PDF formats suitable for distribution electronically.
 - Any conceptual design/development ideas generated as part of the planning process are understood to be at a pre-concept development stage and will require further refinement via plans and specifications developed through separate design and construction processes.
 - Cost projections prepared as part of this effort, if applicable, are understood to be at a planning (order-of-magnitude) level and are prepared prior to any detailed design for individual projects.

- Such cost projections will vary as more detailed design occurs and as inflationary influences occur following plan adoption.
- It is the intent that multiple meetings will be scheduled on concurrent days and evenings for greater project efficiency.
- Any additional meetings beyond those shown in the Scope of Services will be considered an additional service and are not included in this Scope of Services.

ATTACHMENT D PROJECT SCHEDULE

Preparation and adoption of the Bastrop 5-year Land Use Update is projected to occur over a 9-month period. The Project will begin from date of contract execution and will follow a flow of project tasks and benchmarks represented in the schedule in this exhibit. The schedule of services shown below is advisory; a final project schedule will be agreed upon by the City and Halff during the execution of initial project tasks. All parties may agree to subsequent adjustments to the Project schedule.

(insert basic schedule by phase)

<i>Month</i>	1	2	3	4	5	6	7	8	9
Phase 1: Initiation and Administration									
Phase 2: Existing Conditions									
Phase 3: Community Engagement									
Phase 4: Analysis									
Phase 5 Draft Recommendations									
Phase 6 Final Plan									

	Halff Associates					
	Ylida Capriccioso	Nathlie Varley	Melissa Beaudry	Whitney Linder	Jordan Maddox	
CORE TASKS	Principal in Charge	Project Manager	Sr. Technical Advisor	Planning Support	QA/QC	Task Fee Subtotal
	\$195.00	\$160.00	\$215.00	\$125.00	\$240.00	
Phase 1: Initiation and Administration	\$2,535.00	\$11,200.00	\$645.00	\$4,750.00	\$4,320.00	\$19,130.00
Task 1.01: Project Initiation and Kick-off	2	6	1	6	2	
Task 1.02: Request for Information and Data Collection	1	4	0	4	0	
Task 1.03: Public Engagement Plan	2	8	0	16	0	
Task 1.04: Base Map	0	4	0	4	0	
Task 1.05: Project Management	0	40	0	0	0	
Task 1.06: QA/QC	8	8	2	8	16	
TOTAL HOURS TASK 1	13	70	3	38	18	
Phase 2: Existing Conditions	\$1,560.00	\$9,600.00	\$3,870.00	\$8,000.00	\$0.00	\$23,030.00
Task 2.01: Existing Studies Review	4	36	18	40	0	
Task 2.02: Record of Accomplishments	4	24	0	24	0	
TOTAL HOURS TASK 2	8	60	18	64	0	
Phase 3: Community Engagement	\$3,900.00	\$16,640.00	\$1,720.00	\$18,750.00	\$0.00	\$41,010.00
Task 3.01: Council Visioning Workshop	4	18	4	36	0	
Task 3.02: Online Survey	0	8	0	12	0	
Task 3.03: Public Meetings	4	12	0	18	0	
Task 3.04: Technical Committee	4	24	4	24	0	
Task 3.05: Stakeholder Listening Sessions	4	24	0	24	0	
Task 3.06: Elected and Appt Officials Briefings	4	18	0	36	0	
TOTAL HOURS TASK 3	20	104	8	150	0	
Phase 4: Analysis	\$2,340.00	\$11,520.00	\$860.00	\$13,250.00	\$0.00	\$27,970.00
Task 4.01: Population Projections	2	12	0	18	0	
Task 4.02: Growth Pattern Analysis	4	18	2	24	0	
Task 4.03: Gap Analysis	4	24	0	40	0	
Task 4.04: Land Use Objectives and Alignment	2	18	2	24	0	
TOTAL HOURS TASK 4	12	72	4	106	0	
Phase 5 Draft Recommendations	\$1,170.00	\$7,680.00	\$3,870.00	\$7,500.00	\$1,920.00	\$20,220.00
Task 5.01: Vision and Goals	2	18	2	12	2	
Task 5.02: Future Land Use Plan	2	18	16	24	2	
Task 5.03: Draft Plan Chapters 2 & 5	2	12	0	24	4	
TOTAL HOURS TASK 5	6	48	18	60	8	
Phase 6 Final Plan	\$1,950.00	\$6,400.00	\$860.00	\$8,500.00	\$960.00	\$17,710.00
Task 6.01: Implementation Plan	6	24	2	36	2	
Task 6.02: Final Plan Chapters 2 & 5	2	8	2	24	2	
Task 6.03: Project Close-out and Transmittal	2	8	0	8	0	
TOTAL HOURS TASK 6	10	40	4	68	4	
TOTAL LABOR	\$13,455.00	\$63,040.00	\$11,825.00	\$60,750.00	\$7,200.00	\$156,270.00
Supplies and Materials						\$1,500.00
Travel Expenses						\$750.00
TOTAL PROJECT FEE						\$158,520.00

RESOLUTION NO. R-2023-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AWARDED A CONTRACT FOR THE UPDATE TO THE 2016 COMPREHENSIVE PLAN TO HALFF ASSOCIATES, INC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTEEN THOUSAND, TWO HUNDRED FORTY DOLLARS (118,240.00) HEREBY ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The Bastrop Comprehensive Plan (2016-2036) was an update to the City's previous comprehensive Plan - originally adopted in 2001. This plan is a visionary policy document that guides long-term operations.

WHEREAS, A Comprehensive Plan is a long-range planning document used to guide issues such as how to facilitate orderly growth, it identifies what is shaping the community, it helps build consensus and commitment between citizens, city staff and the elected and appointed officials. It also provides a list of implementation actions.

WHEREAS, The City of Bastrop has chosen Kimley-Horn from a list of qualified consulting firms identified by the City of Bastrop.

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

Section 1: That the City Manager is hereby authorized to execute a contract, for the for the update to the 2016 Comprehensive Plan with Halff Associates, Inc in an amount not to exceed One Hundred Eighteen Thousand, Two Hundred Forty Dollars (118,240.00) as exhibit A

Section 2: That the City Council of the City of Bastrop has found Halff to be a subject matter expert in the field of comprehensive planning.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of April 2023.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

**CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES**

Over \$50K
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Halff Associates, Inc.**, a Texas corporation (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “Professional Services”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Halff Associates, Inc. 13620 Briarwick Drive, Suite 100 Austin, Texas 78729 Attn: Jordan Maddox
General Description of Services:	Comprehensive Plan 5-Year Update
Maximum Contract Amount:	\$118,240
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City the professional engineering services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City’s payments to the

Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The

City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall require its subcontractors on a flow-down basis to observe all the terms of this Contract to the extent that they may be applicable to each subcontractor. Contractor will contractually require that its subcontractors and other members of Contractor Group to be bound to and assume the same obligations and duties to the City that Contractor is obligated and assumes to the City in this Agreement including, but not limited to, all indemnity obligations, safety obligations, training and qualification obligations of employees and personnel, inspection obligations, quality of Work obligations, covenants and warranty obligations, and insurance obligations. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

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

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE
CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 3

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

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

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

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents

and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “work made for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov’t Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's

stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any known accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall provide notice in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

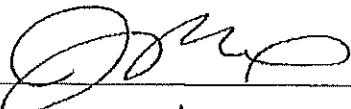
IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:


- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

HALFF ASSOCIATES, INC.

CITY OF BASTROP

By: 

By: 

Printed Name: Jordan Maddox

Printed Name: Sylvia Carrillo

Title: Director of Planning

Title: City Manager

Date: 3/9/22

Date: May 3, 2023

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(See Attached)

EXHIBIT A-2

Scope of Services dated April 2023

(See Attached)

EXHIBIT 'A-2' - SCOPE OF SERVICES

Bastrop 5-Year Land Use Update Bastrop, TX

The primary purpose of this planning effort is to prepare an update to the City of Bastrop's Comprehensive Plan, with a focus on growth and land use. This planning effort will engage the citizens of Bastrop to assess and affirm the future direction of growth and development.

This planning process and the resulting policies will be critical to the City's ability to continue to promote intentional and positive growth in the future. This includes doubling down on unique community assets, citizen input on long-range goals, and ensuring alignment in various master plans and regulations.

Key Halff project staff assigned to the plan update effort include:

- Ylda Capriccioso – Project Manager
- Jordan Maddox, AICP – Senior Technical Advisor
- Matt Bucchin, AICP – Principal in Charge, QA/QC
- Whitney Linder – Planning Support, Engagement
- Julian Salas-Porras – GIS / Mapping

Key Bastrop leaders guiding the plan update:

- Trey Job - Project Administrator
- Keehren Baah – Deputy Project Administrator
- Planning and Zoning Commission (P&Z) – Serve as Steering Committee
- Staff department heads/representatives – Internal Committee (CPC)
- City Council

PROCESS SUMMARY

Phase One: Discovery

1. Project Kick-off and Driving Tour
2. Project Branding
3. Base Map Preparation
4. Review Previous Plans, Development Trends
5. Implementation Plan Review
6. Demographic and Growth Trend Analysis
7. Create Project Goals and Principles

Phase Two: Outreach

1. Public Engagement Plan
2. Stakeholder Listening Sessions
3. Land Use Workshop with Staff CPC
4. Land Use Workshop with P&Z
5. Public Open House
6. Public Survey
7. Prepare Public Outreach Summary

Phase Three: Alignment

1. Gap Analysis - Plans, Codes and Public Input
2. Affirm Goals and Direction with City Council
3. Develop Land Use Objectives and Alignment Direction

Phase Two: Conclusions

1. Draft Future Land Use Map
2. Plan Edits
3. Public Review and Input
4. Final Draft Chapters 2 and 5 and Adoption

ASSUMPTIONS

- The study area will include all areas in the Bastrop municipal limits and statutory ETJ. Voluntary ETJ will be considered for limited study.
- All draft and final reports will be prepared in Adobe In-Design format. Reports will be provided to the City in INDD and PDF format suitable for distribution electronically and posting to the City website (and project website, if applicable). Associated mapping deliverables will be prepared utilizing CADD or ArcGIS data, as appropriate.
- Day-to-day project record-keeping or summaries will be prepared in Microsoft Office programs (Word, Excel, PowerPoint, etc.).
- Phases and tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the scope of work.
- Where possible, stakeholder and planning meetings will be scheduled by the Consultant and/or the City on concurrent days and evenings for greater project efficiency. Virtual and in-person meetings are assumed, where each may be most appropriate.
- Any additional meetings beyond those shown in the scope of work will be considered an additional service and are not included in this scope of services.
- Staff will support and participate in the preparation of the planning process, specifically in the facilitation and outreach efforts of the engagement process, collection of data, support of internal CPC committee and P&Z, review of plan recommendations, and general guidance.
- The final document will be an edited version of the 2016 Comprehensive Plan.

SCOPE OF WORK

1.00 PHASE ONE: DISCOVERY

The following elements will be used to develop an assessment of needs for the plan update.

PROJECT MANAGEMENT (ON-GOING)

Halff's PM Commitment – Halff will manage the project to ensure that it proceeds according to the professional services agreement and this scope of services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, etc.

PM Coordination Calls – The Halff Project Manager and City's Project Administrator will hold check-in calls twice per month for the first few months and then once a month from there. The purpose is to coordinate, review action items, and ensure the project schedule is maintained.

Plan-Specific Coordination Calls – As needed, coordination calls with technical leaders or CPC will be scheduled for coordination on the specific planning efforts.

1.01 PROJECT KICK-OFF AND CITY TOUR

Halff will prepare for and meet with the core staff project team to kick off the project. This trip to Bastrop will include the scheduling of a 2-hour driving tour of new development, important locations in town, opportunity areas, etc. Ideally, this day-long trip also includes a meeting with City Management and introduction to the internal staff Comprehensive Plan Committee (CPC), which will serve as a working group. This day will accomplish several pre-planning objectives:

- **Orientation.** The staff and Halff team will meet to go over scope, process and gain a complete understanding of the roles and responsibilities of all project participants and desired project outcomes.
- **Schedule.** A draft project schedule will be discussed, to be refined.
- **Public Engagement Plan** – Halff will develop a draft Public Engagement Plan (PEP) that outlines key milestones, dates, strategies, and input targets for the entire project. The PEP will also include detailed engagement strategies needed for the specific plans. The PEP will be developed and agreed upon by City staff and Halff team within the first month of the project. The document will be used to guide community engagement efforts.
- **Metrics.** Key project milestones will be discussed and agreed upon as well as QA/QC

Product - Initial meeting with City of Bastrop staff; meeting notes

Items Provided by City of Bastrop - Recommend staff to attend; attend meeting; provide data as required to begin planning process.

1.03 PRE-PLANNING AND BACKGROUND INFORMATION

Request for Information and Data Collection – Halff will prepare a Request for Information (RFI) for the City to provide important background data, files, photos, plans, and other pertinent information to the project. The RFI will also include information from City staff documenting progress implementing prior plan actions to understand previous plan implementation progress and which plan goals and objectives remain community priorities.

Background Analysis – Halff will review and prepare the following to set up a foundation for the planning projects:

- Prepare associated base maps (GIS files)
- Review and analyze previous studies, plans, and other documentation (from the City or regional efforts) that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.

Departmental Questionnaires and Meetings – Halff will prepare and distribute questionnaires to City departments to understand existing conditions and near- and long-term needs. These surveys will also help to create departmental buy-in to the project. These can be adjusted as needed per Bastrop departments.

- City Administration
- Planning and Development Services
- Economic Development
- Finance
- Public Safety
- Engineering, Public Works, and Utilities
- Parks and Recreation
- Main Street and Tourism
- Communications

1.02 PROJECT BRANDING

To be prepared by the City of Bastrop.

1.03 BASE MAP PREPARATION

The base mapping will be prepared in a digital format (through incorporation and enhancement of existing City of Bastrop digital base mapping files). Include existing and proposed thoroughfare, land use, park and trail, zoning, and other pertinent data.

Product - Base map for foundation of planning efforts.

Items Provided by City of Bastrop - Digital copies of most recent City mapping, including regional level maps, digital aerial photography, citywide maps illustrating existing zoning and sector maps illustrating existing and proposed land use and thoroughfares.

1.04 REVIEW PREVIOUS PLANS AND TRENDS

Review other past or ongoing efforts and trends that may influence the plan development. This will include but not limited to:

- B3 Code;
- Previous park master plan;
- Previous trails master plan;
- Previous comprehensive plan;
- Water and Wastewater Master Plan;
- Transportation Master Plan;
- The current land development regulations;
- Current city zoning and Future Land Use Plan;
- Development trends and maps;
- Any other plans the City decides are relevant to this planning process.

Product - Review of past studies and reports.

Items Provided by City of Bastrop - Provide copies of all relevant reports and documents.

1.05 IMPLEMENTATION PLAN REVIEW

City staff exercise to review implementation action plan of the existing comprehensive plan and mark-through completed tasks, ongoing efforts, still-relevant goals and objectives, challenges with existing plans, desired new actions and new/amended goals and objectives.

Items Provided by City of Bastrop - Provide material to Halff as baseline understanding of staff needs and changes from 2016. Will not be used as sole guidance for edits to plan but is critical information to Halff to understand progress and present status.

1.06 DEMOGRAPHIC AND GROWTH TREND ANALYSIS

From population data provided by the City of Bastrop and based on the Year 2020 Census data or other project census information:

- Current population, past growth patterns;
- Future growth forecasts
- Typical population profile, based on sex, age, ethnicity, income and education, (based on Year 2020 Census data);
- Regional population characteristics;
- Key population needs based on demographics;

Product – Future population projections; summary of population and demographic data found.

Items provided by City of Bastrop - Population and building data; any local demographic data; confirm population projections for planning process.

2.00 PHASE TWO: OUTREACH

The following elements will be used to understand the desires of the general public, community leaders, and stakeholders. While the bulk of these efforts will take place within the Outreach phase of the project, some meetings will take place at other times. The Public Engagement Plan will be finalized early in the process and will detail the timeframes for these activities.

2.01 COUNCIL VISIONING SESSION

Halff will lead a 60-75 minute workshop with Council and Mayor prior to or as part of the public kick-off. This session is viewed as an opportunity to identify their general goals and desired outcomes for this process and visioning Q&A related to recent and future development of the community. This discussion of core values and desires will help foster specific goals and priorities to achieve those community objectives through various future planning efforts.

Products – Presentation and discussion led by Halff. Summary of key takeaways to be included in plan or separate report.

Items Provided by City of Bastrop – Facilitation of meeting, participation in presentation.

2.02 STAKEHOLDER LISTENING SESSIONS

Halff will conduct focus group sessions (60-75 minutes) with people or groups identified by the City as community stakeholders or interested parties. These small-group listening sessions should be comprised of 5-8 people per meeting and are intended to identify issues and opportunities for the future of Bastrop. Meetings with the following potential stakeholders are suggested but may be altered based on suggestions by the City’s Project Administrator. Staff should attend but not be an integral part of these discussions.

The meetings can be conducted in either the following formats:

- **In-Person Meetings:** During a trip to Bastrop, Halff can conduct a day of meetings (one-hour increments) with stakeholders (**up to four (4) meetings**).
- **Virtual Meetings:** Within a two-week timeframe, Halff can meet with stakeholders via Zoom or MS Teams (**up to six (6) meetings**).

2.03 LAND USE WORKSHOPS WITH STAFF CPC AND P&Z

Halff will prepare a series of base maps for these workshops. This will include an in-person ‘maps and markers’ activity for both the CPC and the P&Z. These maps will provide the foundation for an opportunities assessment of areas in the city to Strengthen, Transform, Preserve, Enhance and Grow – including land use, development character, open space,

Products – Preparations of base maps and two workshops; prepare a digital final draft for presentation and the final plan document.

Items Provided by City of Bastrop - Review mapping and summary report and comment as applicable.

2.04 ONLINE COMMUNITY SURVEY

Halff will prepare and administer one (1) online public survey to be conducted early in the planning process. This includes preparing a draft survey and social media flyer and vetting with City staff. The City will be responsible for all preparing and facilitating the advertising of the survey through social media, website and other media outreach tools. It is recommended that the City consider offering participation incentive(s), as appropriate, to take the survey. Halff will tabulate the survey results and incorporate, as appropriate, into the plan. The survey can be prepared in additional languages besides English for an additional service.

Products – Preparations of draft survey for review by staff; link to the survey for the website. Tabulated raw data compilation and high-level summary with infographics and written takeaways for use during the process.

Items Provided by City of Bastrop – Review and confirmation of survey questions; public outreach to advertise the survey through various methods.

2.05 PUBLIC OPEN HOUSE

Halff will conduct a community open house towards the end of the outreach phase of the planning process. This open house will follow Council, P&Z, Stakeholder, CPC and Core Staff Team inputs and exercises. The purpose of the open house is to present some preliminary plan themes, collect community preferences and big ideas, and glean a clear understanding of the citizen desires for future growth and development. The event will be a come-and-go format with educational elements, interactive inputs, survey-taking, kids corner, refreshments, and open conversation. There will be no presentation or townhall type Q&A at this event.

Products – Halff to prepare education and input stations and provide staffing for the event.

Provided by City of Bastrop - Establish location and time for the event, provide refreshments, advertise, provide laptops, tables/chairs, and general meeting logistics.

2.06 P&Z MEETINGS (TOTAL)

Halff will conduct three (3) in-person meetings with the Planning and Zoning Commission (P&Z) to guide the development of the plan. This includes the Land Use Workshop previously mentioned. The three meetings will generally account for the following:

- Issue identification and land use workshop exercise
- Midpoint check-in and review of public input and findings
- Presentation of the complete draft plan for feedback and final direction

Additionally, the staff team will be prepared to present updates at regular P&Z meetings and seek input where appropriate.

Products – Presentations and discussions led by Halff. Summary of key takeaways to be included in plan or separate report.

Items Provided by City of Bastrop – Facilitation of meeting, participation in presentations.

2.07 PUBLIC OUTREACH SUMMARY

Halff will prepare a summary of the full public outreach to include:

- Council Visioning
- Land Use Workshops (2)
- Public Opinion Survey
- Open House Results
- Stakeholder Group takeaways

3.00 PHASE THREE: ALIGNMENT

The following elements will build off the initial phases of discovery and outreach to affirm direction and develop objectives to align plans and strategies.

3.01 GAP ANALYSIS - PLANS, CODES AND PUBLIC INPUT

Halff will prepare a summary of challenges and gaps in these various master plans and codes and identify opportunities. Halff will use public input to confirm vision and goals based on community desires.

3.02 AFFIRM GOALS AND DIRECTION WITH CITY COUNCIL

Halff will attend a workshop or an item at Council meeting item to provide a mid-year update with Public Outreach Summary presented. Halff will seek direction from Council affirming or amending the Plan Goals and general direction of the next steps of plan development.

3.03 LAND USE OBJECTIVES AND ALIGNMENT DIRECTION

Halff will work with the Core Steam to set objectives for the Future Land Use Plan and associated growth plans in order to complete the draft maps. These objectives will also set the stage for Chapter 2 and Chapter 5 edits following the public and Council inputs. This stage will also include refinement of land use character analysis and primary targets for plan objectives and recommendations for plan alignments.

4.00 PHASE FOUR: CONCLUSIONS

The following elements will build off the initial phases of discovery and outreach to affirm direction and develop objectives to align plans and strategies.

4.01 DRAFT FUTURE LAND USE PLAN MAP

Preparation of draft Future Land Use Plan and Growth Plan maps for staff review.

Products – Digital pdf maps format for review by staff.

Items Provided by City of Bastrop – Provide comments, facilitate discussion with CPC for comments.

4.02 PLAN EDITS

Halff will provide initial draft edits of Chapters 2 and 5 for staff review and discussion.

Product – Draft language in pdf format or Word format, staff preference.

Items Provided to City of Bastrop – Review and edits, as appropriate. Quick solicitation of comments from other staff members to move forward to final resolution.

4.03 PUBLIC REVIEW AND INPUT – PRELIMINARY DRAFT

Halff will provide draft copies of the land use map and growth plan maps and preliminary action edits (deleted/revised/new) for posting on the City’s website. The timeframe for public review is anticipated in the draft schedule to be up to two weeks but can be longer at the City’s request.

4.04 FINAL DRAFT CHAPTERS AND ADOPTION

Halff will provide edits based on public input and prepare the adoption versions of the draft chapters for hearings and approvals. Halff will pass the torch to City staff to present the item at any adoption meetings not previously mentioned in the scope.

End of Exhibit ‘A’

EXHIBIT 'B' – BASIS OF COMPENSATION

Bastrop Comprehensive Plan Update City of Bastrop, TX

Base Scope of Work – Halff Associates will provide labor and personnel to perform the base services outlined in Exhibit 'A' on a lump sum basis. Fees for services will be billed on a monthly basis, based on the percentage of work completed.

CORE TASKS	Halff Associates					Task Fee Subtotal
	Yida Cantreloso Project Manager	Jordan Maddox Sr. Technical Advisor	Matt Bucchin Principal/QAQC	Whitney Under Planning Support	Jollan Salas-Porras GIS/Maps	
	\$175.00	\$225.00	\$270.00	\$110.00	\$110.00	
X-Project Management	\$4,200.00	\$3,600.00	\$0.00	\$1,760.00	\$0.00	\$9,560.00
X-QAQC	\$350.00	\$1,800.00	\$2,160.00	\$0.00	\$0.00	\$4,310.00
I-Discovery	\$5,250.00	\$1,800.00	\$2,160.00	\$6,600.00	\$2,200.00	\$18,010.00
Task 1.01: Project Kick-off and Driving Tour	8	0	0	16	0	
Task 1.02: Project Branding	2	0	0	4	0	
Task 1.03: Base Map Preparation	8	0	0	8	20	
Task 1.04: Review Previous Plans, Development Trends	8	8	8	12	0	
Task 1.05: Implementation Plan Review	2	0	0	4	0	
Task 1.06: Demographic and Growth Trend Analysis	2	0	0	16	0	
TOTAL HOURS TASK 1	30	8	8	60	20	
2 - Outreach	\$14,700.00	\$3,600.00	\$2,160.00	\$10,560.00	\$3,520.00	\$34,540.00
Task 2.01: City Council Visioning Session	8	0	4	8	0	
Task 2.02: Stakeholder Listening Sessions	12	0	4	16	0	
Task 2.03: Land Use Workshops	24	8	0	8	16	
Task 2.04: Online Community Survey	8	0	0	12	0	
Task 2.05: Public Open House	12	8	0	20	8	
Task 2.06: P&Z Meetings (Two Additional)	16	0	0	20	8	
Task 2.07: Public Outreach Summary	4	0	0	12	0	
TOTAL HOURS TASK 2	84	16	8	96	32	
3 - Alignment	\$7,700.00	\$5,400.00	\$3,240.00	\$6,600.00	\$0.00	\$22,940.00
Task 3.01: Gap Analysis - Plans, Codes and Public Input	16	8	4	20	0	
Task 3.02: Affirm Goals and Direction with City Council	8	4	4	20	0	
Task 3.03: Develop Land Use Objectives and Alignment Direction	20	12	4	20	0	
TOTAL HOURS TASK 3	44	24	12	60	0	
4 - Conclusions	\$11,550.00	\$2,250.00	\$1,080.00	\$9,460.00	\$3,520.00	\$27,860.00
Task 4.01: Draft Future Land Use Map	16	4	0	18	16	
Task 4.02: Plan Edits	32	4	4	32	0	
Task 4.03: Public Review and Input	8	0	0	12	0	
Task 4.04: Final Draft Chapters 2 and 5 / Adoption	10	2	0	24	16	
TOTAL HOURS TASK 4	66	10	4	86	32	
TOTAL LABOR	\$43,750.00	\$18,450.00	\$10,800.00	\$34,980.00	\$9,240.00	\$117,220.00
Supplies and Materials						\$520.00
Travel Expenses						\$500.00
TOTAL PROJECT FEE						\$118,240.00

Additional Services – Halff Associates can provide additional services as requested by the City that are beyond the Base Scope of Work in Exhibit A.

ADDITIONAL MEETINGS

The Planning Team is available to facilitate additional meetings. The costs of those meetings depend on varying factors but are generally charged in half-day increments. A proposal for each additional meeting will be provided to Staff, as requested. The proposal will include projected costs including, but not limited to, travel expenses (mileage, meals, etc.), meeting preparation time, and meeting time.

FINAL DOCUMENT

Halff will provide digital copies of the final plan. Printed publication may be requested by the City for an add-service.

EXHIBIT 'C' – SCHEDULE FOR COMPLETION

Bastrop Comprehensive Plan Update City of Bastrop, TX

Planning services as described in Exhibit 'A' will be complete within twelve (12) months of the Project Kickoff date below.

Project Kick-off date: **July 6, 2023.**

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop 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, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **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.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors 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.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor'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, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

- Workers' Compensation Statutory limits, State of TX.
- Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate
- Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

- Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

- Garage Liability for BI & PD
 - \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
 - \$2,000,000 General Aggregate

- Garage Keepers Coverage (for Auto Body & Repair Shops)
 - \$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**
- Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

RESOLUTION NO. R-2024-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING A CONTRACT FOR THE UPDATE TO THE 2016 COMPREHENSIVE PLAN TO HALFF ASSOCIATES, INC TO INCREASE THE CONTRACT PRICE BY AN AMOUNT NOT TO EXCEED FORTY THOUSAND, TWO HUNDRED EIGHTY DOLLARS (40,280.00) HEREBY ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The Bastrop Comprehensive Plan (2016-2036) was an update to the City's previous comprehensive Plan - originally adopted in 2001. This plan is a visionary policy document that guides long-term operations; and

WHEREAS, A Comprehensive Plan is a long-range planning document used to guide issues such as how to facilitate orderly growth, it identifies what is shaping the community, it helps build consensus and commitment between citizens, city staff and the elected and appointed officials. It also provides a list of implementation actions; and

WHEREAS, The City of Bastrop has chosen Halff Associates, Inc. from a list of qualified consulting firms identified by the City of Bastrop; and

WHEREAS, the City finds that adoption of this Resolution is in the interest of the general health, safety, and welfare of the community.

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

Section 1: That the City Manager is hereby authorized to execute a contract, for the for the update to the 2016 Comprehensive Plan with Halff Associates, Inc to increase the contract cost in an amount not to exceed Forty Thousand, T w o Hundred Eighty Dollars (\$40,280.00) as shown and attached in Exhibit A.

Section 2: That the City Council of the City of Bastrop has found Halff Associates, Inc. to be a subject matter expert in the field of comprehensive planning.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the

extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of June 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider action to approve the first reading of Ordinance No. 2024-18 approving the creation of a Charter Review Commission; appointing initial commissioners; providing for severability; providing for repeal; and providing an effective date; and move to include on the June 25, 2024, consent agenda for second reading.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

At the May 14, 2024, City Council meeting, Council directed the City Manager and the City Attorney to draft a resolution to create a Charter Review Committee composed of residents within the City of Bastrop. The list below represents residents the council has submitted.

1. David Bragg
2. Jimmy Crouch
3. Judy Enis
4. **Alex** Henley
5. Bernie Jackson
6. Dock Jackson
7. Ken Kesselus
8. Chris Kirby
9. Debbie Moore
10. Robin Peyson
11. Connie Schroeder
12. Joe Grady Tuck

The last day to order a general election or election on a measure is February 14, 2025.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the names as submitted.

ATTACHMENTS:

None

ORDINANCE NO. 2024-18

CREATION OF CHARTER REVIEW COMMISSION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE CREATION OF A CHARTER REVIEW COMMISSION; APPOINTING INITIAL COMMISSIONERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop, Texas (the “City”), desires to review its Home-Rule Charter (“Charter”); and

WHEREAS, the City has the ability to amend its Charter under Chapter 9 of the Texas Local Government Code and the Charter; and

WHEREAS, Section 13.09 of the Charter requires that the Charter be reviewed periodically; and

WHEREAS, the Mayor and City Council seek citizen input and City staff guidance regarding what, if any, modifications should be made to the Charter.

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

Section 1. The Charter Review Commission is hereby created as a temporary, *ad hoc* advisory group, with the limited purpose of recommending to the City Council what (if any) modifications should be presented to Bastrop voters as amendments to the Charter.

Section 2. Notwithstanding the City of Bastrop Code of Ordinances, Section 1.04.002: **(a)** the Commission shall have 12 members; **(b)** Commissioners’ terms shall expire upon dismissal by the City Council, or January 15, 2025, whichever shall occur first; and **(c)** Commissioners shall be registered voters of the City.

Section 3. Having been nominated by the Mayor and/or members of the City Council, appointed by the Mayor, and confirmed by the City Council, the initial Commissioners shall be those named in *Attachment “A”*.

Section 3. The City Secretary is designated as the staff liaison to the Commission. The City Manager and the City Attorney shall work with the City Secretary and the Charter Review Commission to prepare a report to the

City Council.

Section 5. The Charter Review Commission shall give a report summarizing its recommendations to the City Council no later than November 12, 2024.

Section 6. The City Council intends to call a special election to allow voters to approve or disapprove the proposed amendments to the Charter in May 2025.

Section 7. Should any portion or part of this Ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 8. This Ordinance shall be in full force and effect from and after its passage.

Section 9. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY ORDAINED & ADOPTED on First Reading by the City Council of the City of Bastrop, Texas, on this, the 11th day of June, 2024.

DULY ORDAINED & ADOPTED on Second Reading by the City Council of the City of Bastrop, Texas, on this, the 25th day of June, 2024.

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**Initial Commissioners comprising the
2024 – 2025
City of Bastrop Home Rule Charter Commission**

1. David Bragg
2. Jimmy Crouch
3. Judy Enis
4. **Alex** Henley
5. Bernie Jackson
6. Dock Jackson
7. Ken Kesselus
8. Chris Kirby
9. Debbie Moore
10. Robin Peyson
11. Connie Schroeder
12. Joe Grady Tuck



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider action to approve Resolution No. R-2024-66 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Krissie Fountain to Place 7, of the Bastrop Parks and Recreation Board as required in Section 3.08 of the City's Charter; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

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

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-66 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Krissie Fountain to Place 7, of the Bastrop Parks and Recreation Board as required in Section 3.08 of the City's Charter; and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2024-66

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF KRISSIE FOUNTAIN TO PLACE 7, OF THE PARKS AND RECREATION BOARD, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER, AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, Mayor Lyle Nelson has appointed Krissie Fountain, to Place 7, of the Parks and Recreation Board; and

WHEREAS, City Council must confirm the appointment as required by the City Charter.

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

Section 1: That Mayor Lyle Nelson has appointed Krissie Fountain, to Place 7, of the Parks and Recreation Board; and

Section 2: That the City Council of the City of Bastrop confirms Mayor Nelson's appointment of Krissie Fountain, to Place 7, of the Parks and Recreation Board.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of June 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider action to approve Resolution No. R-2024-67 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Council Member Lee as Parks and Recreation Board Liaison and Council Member Fossler as DEI Board Liaison as required in Section 3.08 and Section 1.04.002(6) of the City's Charter; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

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

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-67 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Council Member Lee as Parks and Recreation Board Liaison and Council Member Fossler as DEI Board Liaison as required in Section 3.08 and Section 1.04.002(6) of the City's Charter; and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2024-67

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENTS BY THE MAYOR OF COUNCIL MEMBER CHERYL LEE AS PARKS AND RECREATION BOARD LIAISON AND COUNCIL MEMBER KERRY FOSSLER AS DEI BOARD LIAISON AS REQUIRED IN SECTION 3.08 AND SECTION 1.04.002(6) OF THE CITY'S CHARTER, AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, Section 1.04.002(6), Membership, terms of the City Charter states that each advisory body will have a City Council Member assigned as Council Liaison.

WHEREAS, Mayor Lyle Nelson has appointed Council Member **Cheryl** Lee as Parks and Recreation Board Liaison and Council Member Kerry Fossler as DEI Board Liaison; and

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

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

Section 1: That Mayor Lyle Nelson has appointed Council Member **Cheryl** Lee as Parks and Recreation Board Liaison and Council Member Kerry Fossler as DEI Board Liaison; and

Section 2: That the City Council of the City of Bastrop confirms Mayor Nelson's appointments of Council Member **Cheryl** Lee as Parks and Recreation Board Liaison and Council Member Kerry Fossler as DEI Board Liaison.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of June 2024.

APPROVED:

Item 9D.

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider action to confirm appointment by the Mayor of Council Member Kerry Fossler to the ad hoc executive committee to address considerations related to a regional sports facility located in the Bastrop Economic Development Corporation Industrial Park, replacing former Council Member Jimmy Crouch.

AGENDA ITEM SUBMITTED BY:

Submitted by: Mayor Lyle Nelson and Council Member Cynthia Meyer

BACKGROUND/HISTORY:

At the March 26, 2024, joint BEDC and City Council meeting, an ad hoc committee was created that consisted of Mayor Nelson, Council Members **Meyer** and Crouch. Initially, Mayor Nelson was appointed to represent the Council, however, his appointment would cause quorum issues due to his BEDC appointment. As a result, at the April 9, 2024, Council meeting Mayor Nelson was replaced with Council Member Kevin Plunkett.

As of May 14, 2024, Council Member Kerry Fossler became the sitting Council Member for Place 4 at which time former Council Member Jimmy Crouch came off the dais as Council Member.

This agenda item seeks to set the new appointment.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the reassignment.

ATTACHMENTS:

1. None



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider action to approve Resolution No. R-2024-68 of the City Council of the City of Bastrop, Texas, approving and authorizing the acquisition of certain real property, known as 610 **Martin Luther King Jr.** Drive, being 2.195 acres of land out of Building Block 56, East of Main Street, in the City of Bastrop; authorizing the City Manager to execute a purchase & sale agreement and all other necessary documents for the acquisition of said property for the amount of \$147,000.00; providing for severability; providing for repeal; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City desires to acquire the property known as 610 **Martin Luther King Jr.** Drive. The vacant lot is located within floodplain and floodway adjacent to Gills Branch. The property will serve the City's drainage and flood mitigation efforts. The City Council gave the City Manager authority to **negotiate** and bring back an agreement during the April 23, 2024 City Council meeting.

FISCAL IMPACT:

The purchase is for \$147,000 and will be taken from the Land **Acquisition** fund.

RECOMMENDATION:

Authorize the City Manager to execute **a purchase and sale agreement for the real property at 610 Martin Luther King Jr. Drive.**

ATTACHMENTS:

1. Resolution No. R-2024-68
2. Sales Agreement
3. Exhibit A Survey

RESOLUTION NO. R-2024-68

**APPROVING THE ACQUISITION OF PROPERTY
KNOWN AS 610 *MARTIN LUTHER KING JR.* DRIVE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY, KNOWN AS 610 *MARTIN LUTHER KING JR.* DRIVE, BEING 2.195 ACRES OF LAND OUT OF BUILDING BLOCK 56, EAST OF MAIN STREET, IN THE CITY OF BASTROP; AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE & SALE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS FOR THE ACQUISITION OF SAID PROPERTY FOR THE AMOUNT OF \$147,000.00; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, resolution, 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, the City finds that certain drainage improvements and flood mitigation efforts are necessary in the area of Gills Branch for the public safety and welfare and the interests of the City and its residents; and

WHEREAS, the City finds that acquiring certain real property in floodway and floodplain areas is in the City’s interest and serves the City’s drainage and flood mitigation efforts; and

WHEREAS, the City desires to acquire the property known as 610 *Martin Luther King Jr.* Drive, Bastrop, Texas 78602 (the “Property”), being 2.195 acres of land out of Building Block 56, East of Main Street, City of Bastrop, in Bastrop County, Texas, as more particularly described in the attachments to Exhibit “A”, attached and incorporated into this Resolution; and

WHEREAS, the City Council desires to enter into a Purchase & Sale Agreement with the owner of the Property, as attached in Exhibit “A”.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

- Section 2. Execution:** The City Council approves and authorizes the City Manager to execute on behalf of the City and enter into a Purchase & Sale Agreement, substantially in the form attached as Exhibit "A", and all other necessary documents for the acquisition of the Property for the amount of \$147,000.00.
- Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that 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 regulated.
- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution 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 Resolution.
- Section 5. Effective Date:** This Resolution 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, its Code of Ordinances, and the laws of the State of Texas.
- Section 6. Proper Notice & Meeting:** 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 & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 11th day of June, 2024.

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



SALES AGREEMENT

The City of Bastrop ("City") and AUSTIN BASTROP, LLC (the "Owner") have reached a mutual agreement pertaining to the City's request to purchase the property located at 610 *Martin Luther King Jr.* Drive, Bastrop, Texas 78602, as described in Exhibit "A" (the "Property").

The general terms of the AGREEMENT are as follows:

- The Owner shall convey the Property to the City consisting of 2.195 acres of land lying in and being situated out of Building Block 56, East of Main Street, City of Bastrop, in Bastrop County, Texas; as shown in Exhibit "A". The property will be acquired by the City for a total purchase price of **One Hundred Forty Seven Thousand Dollars, and 00/100 (\$147,000.00).**
- The Owner shall assist with any support the City may require in the engagement of lien holders to secure whatever subordinations or releases that the City deems necessary to complete the purchase of the Property.
- The City shall close and fund the purchase of the Property within a reasonable time period upon (i) the complete execution of the SALES AGREEMENT and (ii) the effectuation of any subordinations or releases as required above.
- The Owner agrees to execute the City's conveyance documents that will be provided during closing.
- The property will be acquired as is.



AGREED AND ACCEPTED:

THE CITY OF BASTROP

By: _____

Name: _____

Title: _____

Date: _____

AGREED AND ACCEPTED:

AUSTIN BASTROP, LLC

By: _____

Name: _____

Title: _____

Date: _____

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

185 McAllister Rd.
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

May 24, 2024

LEGAL DESCRIPTION: BEING 2.195 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF BUILDING BLOCK 56, EAST OF MAIN STREET, CITY OF BASTROP, IN BASTROP COUNTY, TEXAS AS SHOWN BY PLAT RECORDED IN CABINET 1, PAGE 23A PLAT RECORDS, BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN, CALLED 1.422 ACRE, TRACT OF LAND CONVEYED TO SALVADOR REYES BY DEED RECORDED IN DOCUMENT #201715878 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 2.195 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JANUARY, 2018:

BEGINNING at a 1/2" iron rod found on the north line of Emile Street (not opened) for the southeast corner hereof and the southwest corner of that certain 0.130 acre tract of land conveyed to Virginia Piper and the Christopher Grief, LTD Partnership by deed recorded in Volume 1724, Page 88 of said official records;

THENCE N 89°41'04" W a distance of 249.97 feet along said line to a 1/2" iron rod with cap stamped :JE Garon RPLS4303" set in the east line of the M.K. & T. Railroad for the southwest corner hereof and said Building Block 56;

THENCE N 00°06'03" E, passing a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for reference at a distance of 149.59 feet and continuing for a total distance of 169.77 feet to a calculated point in Gills Branch;

THENCE with Gills Branch the following four (4) calls:

1. N 49°27'46" E a distance of 100.23 feet;
2. N 67°52'30" E a distance of 63.88 feet;
3. N 28°38'03" E a distance of 28.36 feet;
4. N 09°56'14" W a distance of 83.66 feet to a point on the south line of Austin Street (not opened) for the northwest corner hereof;

THENCE S 89°41'04" E, passing a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for reference at a distance of 45.38 feet and continuing for a total distance of 231.91 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the west line of Martin Luther King, Jr. Dr. for the northeast corner hereof and said Building Block 56;

THENCE S 00°17'38" W a distance of 225.01 feet along said line to a 1/2" iron rod with cap stamped "Payne" found for the northeast corner of that certain 0.242 acre tract of land conveyed to Patrick Connell by deed recorded in Document #201607394 of said official records;

THENCE with said Connell 0.242 acre tract the following three (3) calls:

1. N 89°48'46" W a distance of 28.88 feet to a 1/2" iron rod with cap stamped "Payne" found for corner;
2. THENCE N 01°39'31" W a distance of 22.09 feet to a 1/2" iron rod with cap stamped "Payne" found for corner;
3. THENCE N 89°41'12" W a distance of 85.65 feet to a 1/2" iron rod with cap stamped "Payne" found for the northwest corner of said Connell 0.242 acre tract;

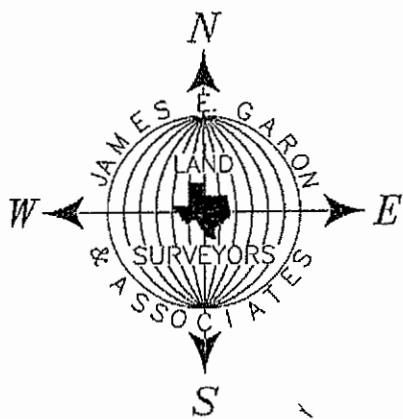
THENCE S 00°08'35" W a distance of 164.00 feet to the **POINT OF BEGINNING**, containing 2.195 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor

Co\Bastrop\COB\BB EMS\BB 56\84917



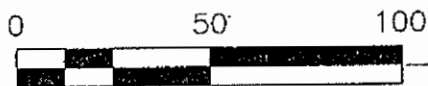


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°52'30" E	63.88'
L2	N 28°38'03" E	28.36'
L3	N 89°48'46" W	28.88'
L4	N 01°39'31" W	22.09'
L5	N 89°41'12" W	85.65'

BUILDING BLOCK 55

AUSTIN STREET (NOT IN USE)

(S 90°00'00" E 192.00')
S 89°41'04" E 231.91'



8" PIPELINE

REZA PEREZ MARTIN
DOC #201715165
(0.243 ACRE)

PORTION OF B.B. 56
2.195 ACRES

SALVADOR REYES
DOC #201715878
(1.422 ACRES)

M.K. & T. R.R.

(S 00°00'00" E 180.00')
N 00°06'03" E 169.77'

20.18'

N 49°27'46" E 100.23'

GILLS BRANCH

L1

N 09°56'14" W 83.66'

L2

L1

L2

L1

L2

L1

L2

L1

L2

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L2

L1

L2

L1

L2

L1

L2

L1

L2

L1

L2

L1

L2

L1

BACK OF CURB

S 00°17'38" W 225.01'

(S 00°00'00" W 225.00')

MARTIN LUTHER KING, JR. DR.

(N 90°00'00" E 85.50')
(S 00°00'00" E 22.00')
(N 90°00'00" E 30.00')

PATRICK CONNELL
DOC # 201607394
(0.242 ACRE)

VIRGINA PIPER &
CHRISTOPHER GRIEF, LTD PARTNERSHIP
1724/88
(0.130 ACRE)

N 89°41'04" W 249.97'
(N 90°00'00" E 244.00')

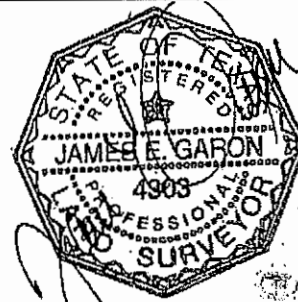
EMILE STREET (NOT IN USE)

BUILDING BLOCK 57

TO THE OWNERS, LIENHOLDERS AND TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "AE" AND IS WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0220E EFFECTIVE JANUARY 19, 2006.



JANUARY 11, 2018

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
Firm Reg. #10058400
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
jgaron@austln.r.com
www.jamesegarons.com

REFERENCE: SALVADOR REYES

ADDRESS: MARTIN LUTHER KING, Jr., BASTROP

LEGAL DESCRIPTION: 2.195 ACRES BEING OUT OF AND A PORTION OF BUILDING BLOCK 56, EAST OF MAIN STREET, RECORDED IN PLAT CABINET 1, PAGE 23A, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

FIELD BOOK: B-524/54

FILE: Server\Co\Bastrop\City of Bastrop\Building Blocks\BB EMS 56\84917.dwg

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

185 McAllister Rd.
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

May 24, 2024

LEGAL DESCRIPTION: BEING 2.195 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF BUILDING BLOCK 56, EAST OF MAIN STREET, CITY OF BASTROP, IN BASTROP COUNTY, TEXAS AS SHOWN BY PLAT RECORDED IN CABINET 1, PAGE 23A PLAT RECORDS, BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN, CALLED 1.422 ACRE, TRACT OF LAND CONVEYED TO SALVADOR REYES BY DEED RECORDED IN DOCUMENT #201715878 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 2.195 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JANUARY, 2018:

BEGINNING at a 1/2" iron rod found on the north line of Emile Street (not opened) for the southeast corner hereof and the southwest corner of that certain 0.130 acre tract of land conveyed to Virginia Piper and the Christopher Grief, LTD Partnership by deed recorded in Volume 1724, Page 88 of said official records;

THENCE N 89°41'04" W a distance of 249.97 feet along said line to a 1/2" iron rod with cap stamped :JE Garon RPLS4303" set in the east line of the M.K. & T. Railroad for the southwest corner hereof and said Building Block 56;

THENCE N 00°06'03" E, passing a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for reference at a distance of 149.59 feet and continuing for a total distance of 169.77 feet to a calculated point in Gills Branch;

THENCE with Gills Branch the following four (4) calls:

1. N 49°27'46" E a distance of 100.23 feet;
2. N 67°52'30" E a distance of 63.88 feet;
3. N 28°38'03" E a distance of 28.36 feet;
4. N 09°56'14" W a distance of 83.66 feet to a point on the south line of Austin Street (not opened) for the northwest corner hereof;

THENCE S 89°41'04" E, passing a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for reference at a distance of 45.38 feet and continuing for a total distance of 231.91 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the west line of Martin Luther King, Jr. Dr. for the northeast corner hereof and said Building Block 56;

THENCE S 00°17'38" W a distance of 225.01 feet along said line to a 1/2" iron rod with cap stamped "Payne" found for the northeast corner of that certain 0.242 acre tract of land conveyed to Patrick Connell by deed recorded in Document #201607394 of said official records;

THENCE with said Connell 0.242 acre tract the following three (3) calls:

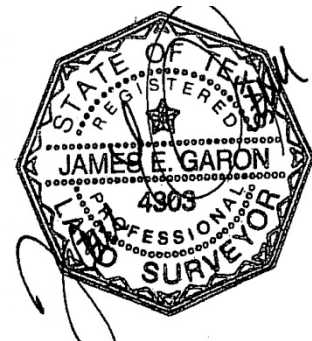
1. N 89°48'46" W a distance of 28.88 feet to a 1/2" iron rod with cap stamped "Payne" found for corner;
2. THENCE N 01°39'31" W a distance of 22.09 feet to a 1/2" iron rod with cap stamped "Payne" found for corner;
3. THENCE N 89°41'12" W a distance of 85.65 feet to a 1/2" iron rod with cap stamped "Payne" found for the northwest corner of said Connell 0.242 acre tract;

THENCE S 00°08'35" W a distance of 164.00 feet to the **POINT OF BEGINNING**, containing 2.195 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor

Co\Bastrop\COB\BB EMS\BB 56\84917

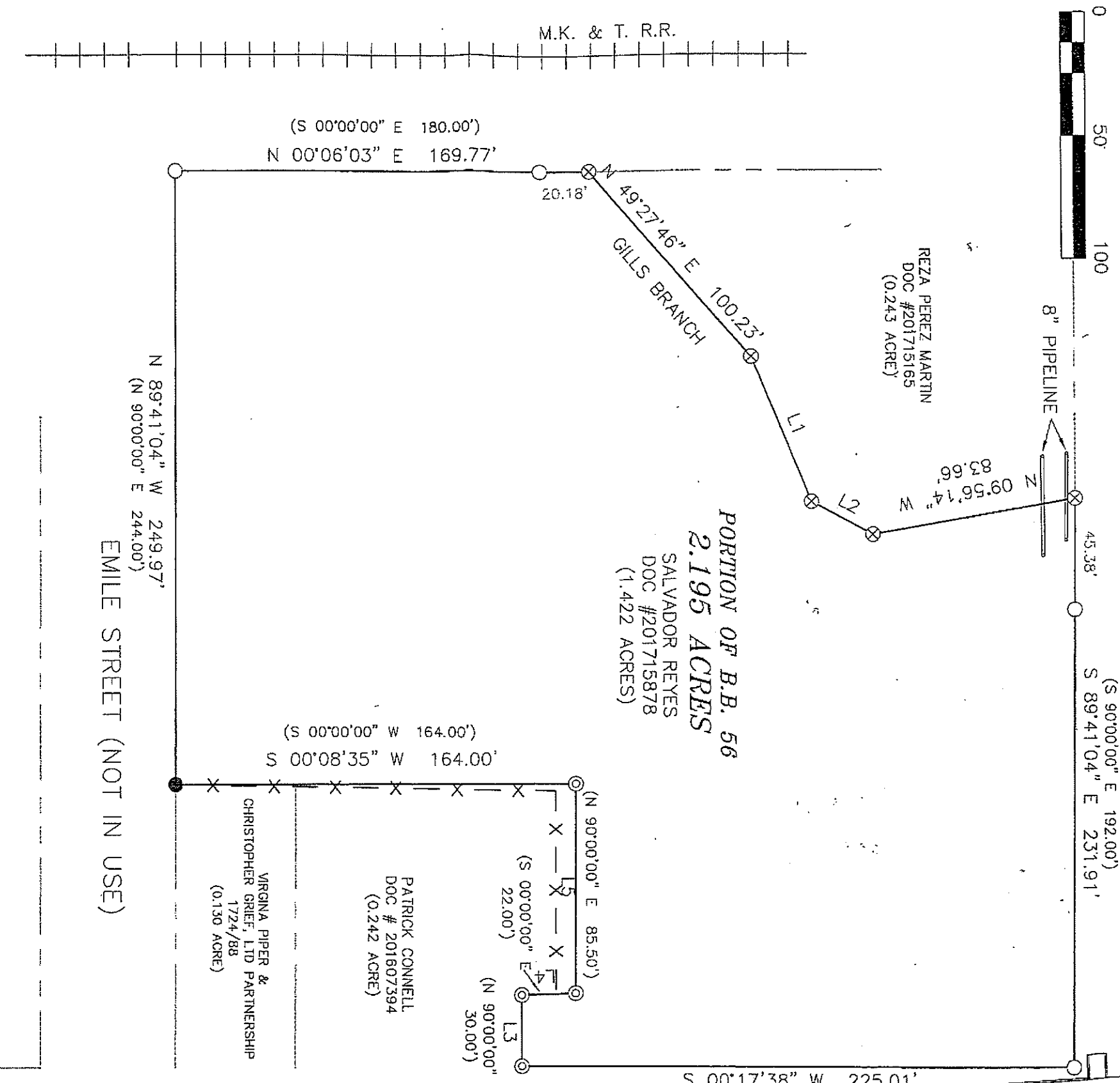
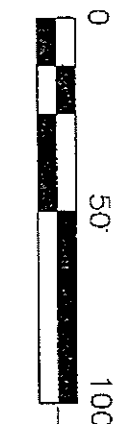


LINE	BEARING	DISTANCE
L1	N 67°52'30" E	63.88'
L2	N 28°38'03" E	28.36'
L3	N 89°48'46" W	28.88'
L4	N 01°39'31" W	22.09'
L5	N 89°41'12" W	85.65'

BUILDING BLOCK 55

BACK OF CURB

AUSTIN STREET (NOT IN USE)



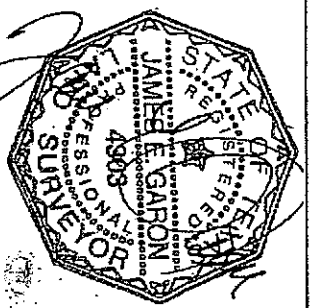
MARTIN LUTHER KING, JR. DR.

BUILDING BLOCK 57

TO THE OWNERS, LENDHOLDERS AND TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

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REFERENCE: SALVADOR REYES
 ADDRESS: MARTIN LUTHER KING, JR., BASTROP
 LEGAL DESCRIPTION: 2.195 ACRES BEING OUT OF AND A PORTION OF BUILDING BLOCK 56, EAST OF MAIN STREET, RECORDED IN PLAT CABINET 1, PAGE 23A, PLAT RECORDS OF BASTROP COUNTY, TEXAS.
 FIELD BOOK: B-524/54
 FILE: Server\Co\Bastrop\City of Bastrop\Building Blocks\BB EMS 56\84917.dwg

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 Use of this survey for any purposes other than this transaction is prohibited



STAFF REPORT

MEETING DATE: June 11, 2024

TITLE:

Consider action to approve Resolution No. R-2024-70 of the City Council of the City of Bastrop, Texas, authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligations.

AGENDA ITEM SUBMITTED BY:

Submitted by: Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

During the FY2024 planning sessions and workshops, the City Manager communicated with City Council on the need to issue City of Bastrop, Texas certificates of obligation for paying all or a portion of the City's contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) water and waste water system, and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project")

This Certificates of Obligation, are not to exceed \$38,000,000 and is for Water/Wastewater debt.

Issuance Timeline for Competitive Sale:

Tuesday, June 11, 2024*	The City Council considers a resolution directing publication of the notice of intent to issue COs.
Week of June 11, 2024	First notice of intent appears in the newspaper.
Week of June 17, 2024	Second notice of intent appears in the newspaper.
Week of June 24, 2024	SPFI makes application to Standard & Poor’s in order to obtain a rating on the COs. Rating Conference Call.
Week of July 15, 2024	Rating is received and published by SPFI.
Thursday, August 1, 2024	The Preliminary Official Statement is distributed to the bidders.
Tuesday, August 6, 2024	
Tuesday, August 13, 2024*	<u>Sale.</u> The City Council adopts an Ordinance authorizing the issuance of the COs.
Wednesday, September 4, 2024	<u>Closing.</u> The Purchaser(s) of the COs deliver funds to the City.

City Charter Sec. 7.01 – Powers to Issue

In keeping with state law, the City shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by state law.

Bond Council has advised that state law supersedes the City Charter in only requiring one reading for a Bond Ordinance.

RECOMMENDATION:

Edi McIlwain, Chief Financial officer recommends approval of Resolution R-2024-70 of the City Council of the City of Bastrop, authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation.

ATTACHMENTS:

- Resolution R-2024-70

RESOLUTION NO. R-2024-70

RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF CERTIFICATES OF OBLIGATION AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS §
COUNTY OF BASTROP §
CITY OF BASTROP §

WHEREAS, the City Council (the "Council") of the City of Bastrop, Texas (the " City ") has determined it to be in the City 's best interest to issue certificates of obligation for paying all or a portion of the City's contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) water and waste water system, and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$38,000,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and on the City’s internet website, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; (iii) the manner in which the Certificates will be paid, (iv) the then-current principal of all outstanding debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the issuer on time and in full; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full; (viii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the Certificates to be authorized.; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

1. Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved.

2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of the City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

3. Further, said notice shall be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

4. This Resolution shall become effective immediately upon adoption. The City Secretary is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Secretary, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

5. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE THIS JUNE 11, 2024.

City Secretary, City of Bastrop, Texas

Mayor, City of Bastrop, Texas

[SEAL]

**NOTICE OF INTENTION TO ISSUE
CITY OF BASTROP, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

NOTICE is hereby given that it is the intention of the City Council of the City of Bastrop, Texas to issue Certificates of Obligation (the "Certificates") of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) water and waste water system, and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates at its regular meeting place in the City Hall, 1311 Chestnut Street, Bastrop, Texas to be commenced at 6:30 p.m., on the 13th day of August, 2024. The maximum principal amount of Certificates that may be authorized for the above listed purposes is \$38,000,000. The City Council presently proposes to provide for the security and payment of the Certificates by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law and from a limited pledge of the City's surplus water and sewer system revenues not to exceed \$1,000.

The following information is required pursuant to Texas Local Government Code, Section 271.049(b)(4): As of June 11, 2024 principal of all outstanding debt obligations of the City is \$105,060,000. As of June 11, 2024 combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$152,585,853. The maximum principal amount of the Certificates to be authorized is \$38,000,000. The estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$67,115,083. The estimated interest rate for the Certificates to be authorized is 5.0%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. The maximum maturity date of the Certificates to be authorized is August 1, 2049.